MONACO SOLICITORS

monacosolicitors.co.uk

0800 533 5134 or 020 7717 5259

Dear Sir or Madam

**Free Legal Letters and Documents: Templates and Examples**

Many thanks for visiting Monaco Solicitors’ website. We attach copy of the document that you asked for and hope you will find it useful.

If we can be of any further help, please do get in touch by ‘phone or via our website.

Yours faithfully

Monaco Solicitors

**MONACO SOLICITORS - Without prejudice letter:**

**Raised a grievance and breach of confidentiality**

**STRICTLY PRIVATE & CONFIDENTIAL**

**ADDRESSEE ONLY**

[Company Name]

[Company Address]

[23 May 2019]

Sent by email only to: [Employer 1] [Employer 2]

**Without prejudice save as to costs and subject to contract**

Dear Sirs,

**Re: Our client: [Employee]**

We write further to your letter dated [21 May 2019].

Although it is acknowledged that you have agreed to suspend the grievance process whilst we make use of this opportunity to discuss potential settlement and have also made an offer, the current offer is rejected on the basis that this does not reflect a fair and reasonable settlement for our client.

With reference to the confidentiality breach, to use one example of this, our client has been approached by an employee of the company and has by message been sent the following:-

[2 February 2019] "...I have heard that you ain't coming back to work with us at [Company]..."

[23 March 2019] "I was told you have left [Company]."

For the record, our client has responded only to the question of where this information has come from and not agreed to any of these comments. Our client was understandably distressed to be approached in this way.

At this time, our client does not wish to disclose the names of the employees, but reserves her position should this become necessary as there are numerous other messages indicating that there has been information disclosed to members of staff regarding her position and indicates that the Company consider her to no longer be employed. This is extremely concerning given that there has been no termination of employment and there is an outstanding grievance. This has exacerbated our client's anxiety and confirmed her issues surrounding the unfair treatment.

Once again, we do not propose at this stage to go through the extensive detail and background of our client’s position, and focus on resolving this matter swiftly and amiably. This avoids protracted dispute, involving significant time and expense to the Company. There is an outstanding grievance to be dealt with, which, provided a suitable offer is made, will no longer need to be addressed by the Company.

We trust that the additional detail in this letter is a sufficient response at this stage for the purpose of settlement.

Therefore, your current counter-offer is rejected, but with the same genuine intention of settling this matter rather than proceeding with the process and then lodging a claim in the Employment Tribunal, our client considers that the following is a very reasonable settlement in the circumstances, discounting the element of injury to feelings (which would be uncapped in the Employment Tribunal) in order to reach settlement:

* Termination date of [31 May 2019] with salary to be paid in full;
* Payment in lieu of notice and accrued holiday;
* Payment of the difference in bonus between [February 2018] and [February 2019];
* Ex gratia payment of 6 months’ salary; Inclusive of bonus payment made in [August 2019];
* Reference; and
* Settlement agreement on standard terms with contribution to legal costs.

We wait to hear from you with an appropriately worded Settlement Agreement, as this response shows a significant move from our client to settle this. We look forward to hearing from you.

Yours faithfully,

[Lawyer name and signature]