MONACO SOLICITORS

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Dear Sir or Madam

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

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Yours faithfully

Monaco Solicitors

**MONACO SOLICITORS - Without prejudice letter:**

**Unfair redundancy procedure**

FAO [HR Manager] and [Manager]

[Company Name]

[Address]

[12 March 2018]

Sent by email only to: [HR Manager]; [Manager]

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

Dear [Employer 1] and [Employer 2],

**Re: [Employee]**

We have been instructed to act on behalf of our above-named client, in light of the ongoing consultation with a view to her redundancy. I understand that discussions are underway with a view to resolving the matter by way of a settlement, having viewed the excel document with the enhanced redundancy detail.

We have considered your settlement proposal given to our client following the meeting on [2 March 2018].

It is our position that the current settlement proposal totalling £24,482.34 offered to our client is wholly inadequate. It is our view that the purported redundancy procedure has been conducted in an unfair way, with unnecessary delays and poor communications causing our client to suffer from stress and anxiety.

[Employee] employment commenced on [13 May 2013].  She is currently a [Job Title] and has continually achieved highly for the company and has always received a bonus. Our client’s performance has been consistent throughout and this has been repeatedly confirmed as unrelated to her job now being at risk of termination.

On [26 January 2018], our client received an email from her previous line manager containing an instruction to a property agent to postpone a boutique roll-out. This was a deeply concerning email to receive, as our client was made aware of a vital piece of information that would directly impact her role in the company. The problem then was that our client did not receive any further information or confirmation, expected to continue as usual, until an email on [2 March 2018]. This next communication by email from [Manager], 6 weeks later, confirmed that the project she was working on was on hold. There was never a formal communication to confirm to [Employee] that her

role was at risk. There was an informal meeting on [2 March 2018] that indicated that redundancy was a potential, but this was not confirmed until she attended a meeting on [30 March 2018].

It is our position that you have conducted this purported redundancy process in a wholly unfair way.

(1) You have failed to consult our client about the proposed redundancy at the correct time; and

(2) You have failed to make any, or any reasonable, attempt to consider an alternative in order to avoid making our client redundant; and

(3) You have failed to follow an effective and meaningful consultation; and

(4) You have acted unfairly and unreasonable in the manner you have conducted yourself towards our client, causing unnecessary stress and anxiety.

It is difficult to over-state the stress and anxiety suffered by [Employee] in recent months, which is being compounded by her impending dismissal and having to face finding a new job of equal remuneration in a very difficult market. As a result of the stress and anxiety caused by the poor handling of the purported redundancy process, our client has suffered and endured the following:

-                 She has attended her GP for a stress-linked skin condition and persistent headaches diagnosed as tension related; and

-                 Our client has been suffering with anxiety triggered panic attacks. Our client refers to an email (a copy is attached herewith) where she indicated to her line manager how she wasn't coping well and asked that we could be well prepared for the meetings. Our client then faced a lack of preparation in the meeting; and

-                 This was subsequent to requesting that she not present in front of 200 people the day before the initial meeting to be told she was probably going to be made redundant.  Our client also sent this to HR, without any reply; and

-                 Our client’s friends and partner have noted that she has been withdrawn, looking drained, stressed all the time and not been acting her usual self; and

* Our client, and her partner, had to withdraw from buying a property due to the possibility of losing employment which has been highly distressing.

This could have been avoided with full communication with [Employee] and fairly and reasonably dealing with the whole process in general.

Our client does not wish to prolong this matter, with a further consultation meeting scheduled for [19 March 2018] and has therefore instructed us, at least at this stage, to aim towards a suitable settlement.

It is our position that the starting point for any such settlement has to be the equivalent of 6 months’ salary in addition to her contractual right to notice and other payments.  The job markets are still sluggish, and it will take [Employee] at least this long to secure equivalent employment.

From this starting point the settlement amount should be increased to reflect the loss of benefits and the loss of statutory rights that she will suffer as a result of losing her employment.  The settlement should also provide for legal costs incurred in instructing us to negotiate a proper settlement and conclude this matter.

We look forward to hearing from you with an appropriately drafted Settlement Agreement, in the hope that we can bring this matter to a mutually agreeable and timely conclusion.

Yours sincerely,

**[Lawyer name and signature]**