

IN THE NOTTINGHAM EMPLOYMENT TRIBUNAL
BETWEEN:

Case No: 26024286/2102

MR FRASER PERRING

Claimant

And

LINCOLNSHIRE COUNTY COUNCIL

Respondent

SETTLEMENT AGREEMENT

Fraser Perring ("the Claimant") and **Lincolnshire County Council** ("the Respondent") hereby agree to accept the terms set out below without any admission as to liability in full and final settlement of:

- (a) the Claimant's claims under case number **26024286/2102** (the "Present Proceedings").
- (b) all and any other claims howsoever arising at the date of the ET1 which the Claimant has against the Respondent arising from or in connection with the Claimant's employment. For the avoidance of doubt but without prejudice to the generality of the foregoing, this includes claims for constructive dismissal, unfair dismissal, wrongful dismissal, redundancy, breach of contract, or any claims arising under the Employment Rights Act 1996, the Equal Pay Act 1970, the Sex Discrimination Act 1975, the Race Relations Act 1976, the Trade Unions and Labour Relations (Consolidation) Act 1992, the Disability Discrimination Act 1995, the National Minimum Wage Act 1998, the Human Rights Act 1998, the Working Time Regulations 1998, the Data Protection Act 1998, the Employment Relations Act 1999, the Working Time Regulations 1999, the Maternity and Parental Leave Regulations 1999, the Part Time Workers (Prevention of Less Favourable Treatment) Regulations 2000, the Fixed Term Employees (Prevention of Less Favourable Treatment) Regulations 2002, the Employment Act 2002, the Employment Equality (Religion or Belief) Regulations 2003, the Employment Equality (Sexual Orientation) Regulations 2003 the Employment Equality (Age) Regulations 2006, Equality Act

2010, and European Community legislation.

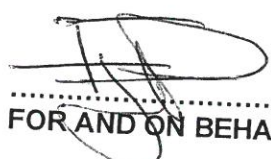
(c) Nothing in the clause above shall affect:

- (1) any claims in respect of accrued pension rights;
- (2) proceedings for the enforcement of the terms of this Agreement where the Respondents are in breach of any of its terms; or
- (3) any claim for personal injury.

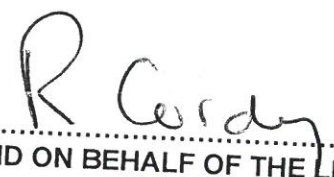
The terms of this Agreement are as follows:

- (i) The Respondent hereby agrees to pay the Claimant, by no later than 4pm 21st August 2013, the total net sum of £24,000. The said sum will be paid without deduction or set-off of any kind.
- (ii) It is the parties understanding that the payment referred to in clause (i)(a) above, is paid under s.401 and 403 of the Income Tax (Earnings and Pensions) Act 2003.
- (iii) The Respondent agrees to indemnify the Claimant on a continuing basis in respect of any income tax, employees' national insurance contributions, interest, and/or penalties arising in respect of the payments made under this agreement, and undertakes that if the Claimant is called upon to account to HMRC for any tax arising from this agreement the Respondent will immediately pay or satisfy the said or any such demand.
- (v) In consideration of the said payment, the Claimant hereby agrees to withdraw the present proceedings and will consent to the present proceedings being dismissed upon withdrawal, save that such proceedings will not be withdrawn and/or dismissed until such time as the Claimant has received the agreed sum referred to above.
- (vii) The Claimant warrants and agrees that the following are true:
 - (a) That he has received independent legal advice from a relevant independent adviser within the meaning of the Employment Rights Act 1996 as to the terms and effect of this Agreement and in particular its effect on ~~his~~ ability to pursue ~~his~~ rights before an Employment Tribunal.

- (b) The relevant independent adviser referred to in paragraph (a) is Ghazan Mahmood of St John Buildings, Manchester (the "Adviser").
- (c) There was in force when the Adviser gave the advice referred to in paragraph (b) above a policy of insurance or an indemnity provided for the members of a profession or professional body covering the risk of a claim by the Claimant in respect of loss arising in consequence of the advice.
- (d) This Agreement satisfies the conditions for regulating compromise agreements under the relevant acts including section 203 of the Employment Rights Act 1996 and any and all other relevant statutory provisions.


.....
FOR AND ON BEHALF OF FRASER PERRING

31/07/13
.....
DATE


.....
FOR AND ON BEHALF OF THE LINCOLNSHIRE COUNTY COUNCIL

31/7/13
.....
DATE

CERTIFICATE OF COMPLIANCE

I, **GHAZAN MAHMOOD** being a Barrister, practising from St Johns Buildings, 24a-28 St John Street, Manchester, M3 4DJ HEREBY CERTIFY and CONFIRM that:

1. I have seen and read the attached Compromise Agreement ("the Compromise Agreement").
2. I am a qualified Barrister.
3. I have given to the Employee the independent legal advice of the Compromise Agreement, its terms and effect, and there was in force at the time of giving such advice a policy of insurance indemnifying me against the risk of a claim by the Employee in respect of any loss arising as a consequence of such advice.

DATED this 31 day of July 2013

Signed C. Mahmood

[ADVISER'S NAME]