

**Facts:** This case involves extensive contractual negotiations to divide up a business between directors and employee. However the directors do not accept the employee was employed. There were no contractual arrangements in writing and our client had worked for the company for over 3 years.

The company was aiming to get the employee out of the business by giving them a portion of the business, ultimately because of a sexual harassment claim she could have brought against the director.

**RXXX**

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RXXX

June 17th 2021

**Sarah Collier, KBL Solicitors.**

*Acting on behalf of: 'The XXX Group'. XXX CXXX LTD. XXX & XXX*

**Dear Ms CXXX,**

Thank you for your letter dated June 14th 2021, regarding your clients above. During the course of this letter I may refer to them as XXX, PXXX and LXXX.

It is with deep sadness, and regret this situation has occurred after the great work that has been achieved at XXXP, both personally and professionally. I do however note PXXX and LXXX's desire to remove me from the business, and I am happy to discuss a progression pathway to move forward.

The offer proposed is ambiguous. Whilst in many respects the offer sounds simple, as the person who has been running the XXXP HEXXX side of the business since December 2019, I understand the complexities behind the brand.

This letter is lengthy. However, I believe all parties wish to move quickly on this matter and this letter will help iron out a lot of the issues that would need to be included in a contract, should my terms be accepted. Ultimately, this will save us a lot of time.

I will begin by outlining my position, defining XXXP HEXXX, what I believe is 'on offer' and the other divisions of the business.

We do not have a 'division of the business' that is just an 'EAP' provider.

#### Formation and complexity of XXXP HEXXX

1.0: In December 2020, I informed PXXX that we were no longer able to compete in the corporate mental HEXXX market with our current business model. That business model was

- Providing ad-hoc counselling to local companies.
- PXXX charged £50 per month to businesses to say they were 'partnered with XXXP'.

I researched various options and presented PXXX with a company called 'HEXXX Assured'. They were an EAP provider for mental HEXXX services in the workplace. Having 1600 counsellors through the country, and offering unlimited counselling to employees for minimal cost. I recommended we ask to partner their organisation and sell their services. I arranged the meeting and PXXX ultimately agreed, which is when XXXP HEXXX was created.

1.1: From January 2020, we began offering an 'EAP offering' supported by HEXXX Assured.

Some clients PXXX and LXXX wish me to 'take' are still under a 'HEXXX Assured' provision.

1.2: From January 2020 we sought to find clients to sell the provision to. They had either heard of the work we're doing, I directly networked with them or they were referred to us via an existing link.

Operationally, I ran the majority of the program.

1.3: I created the contracts with the clients, created the contracts with HEXXX Assured, worked with my relationship manager at HEXXX Assured to provide excellent care for clients, liaised with HEXXX Assured caseworkers who provided the care to clients, liaised with our clients constantly, managed all relationships and ultimately I have a 100% renewal rate for the clients I manage. Indeed, only 1 client in the history of XXXP HEXXX did not renew because the care of our clients has been exceptional.

1.4 I began to inform PXXX that I thought the business model could be improved upon, creating a stronger foundation and ultimately a more profitable business should we move our work away from HEXXX Assured.

1.5 Over a course of time I developed various digital systems and processes in order for us to easily allocate work to therapists and manage client data. Prior to this there was no system or procedures to manage clients. Therapists took their own notes and kept them. XXXP kept a record of incoming enquiries via one excel spreadsheet. The system I implemented was a full Zoho customised database. Many technicalities are managed either within 'Zoho Bigin or Zoho Surveys'.

I did this extremely large task within the space of one month, working many extra unpaid hours. I did this because of the investment I had been promised within XXXP HEXXX, and

viewed my interests as a business owner. We were expected to deliver an NHS contract within 2 weeks, which was another reason behind the unpaid overtime I put into the project. I did not receive any help in creating the system, or any of the work involved to deliver the NHS contract. I will refer back to this in the 'unfinished tasks' part of this letter.

1:6 I analysed the XXXP HEXXX client data and presented this to PXXX. Given the system I had put in place, and the financial figures, I determined it was a strategically good move for XXXP HEXXX to become an 'EAP provider' in our own right. Ultimately entirely moving away from HEXXX Assured. PXXX agreed with my findings, and instructed me to carry on with the project.

1:7 From March 2021, all clients who renewed their policies were renewed under the new XXXP HEXXX agreement, and without the use of HEXXX Assured.

## 2.0 The Clients, amount of employees and their position are as follows:

2:1

All clients currently looked after by an internal XXXP HEXXX POLICY

Pierce Accountants (70) - Renewed their policy in April 2021 with XXXP.

Seward Laser (40) - Began a policy with XXXP in April 2021.

Tailor Made Recruitment (30) - Began a policy in June 2021, with XXXP

Vanguard Solicitors (10) - Began a policy in April 2021, with XXXP.

Unite Students (4000)- Began a policy in March 2021, with XXXP.

Leonard Curtis (350) - Renewed an existing policy in March 2021, with XXXP.

Edison Pope (30) - Began a policy with XXXP in June 2021

HEXXXier Heroes (60) - Began a policy with XXXP in May 2021

Carrs Pasties (120) - Renewed their policy with XXXP in March 2021.

Broadfield School (120) - Began a policy with XXXP in May 2021

4Recruitment (20) - Began a policy with XXXP in April 2021

James' Places (350)- Began a policy with XXXP in June 2021

## 2:2 The clients currently managed by XXXP, but facilitated by HEXXX Assured

Howe2 Landscapes (10) - Until January 2022

Forbes Solicitors (350)- Until January 2022

Cube HR (120)- Until October 2021

Roche Care (200)- Until September 2021

Astley Hire (10)- Until September 2021

APC Overnight (80)- Until January 2022

Advocacy Focus (70)- Until February 2022

Farley's Solicitors - Until January 2021

## 3.0 The Liabilities

3:1 As mentioned, XXXP HEXXX is more than an 'EAP provider'. I have contractually sold various provisions to these clients. The liability and contractual obligations outstanding are as follows:

Pierce Accountants - 10 months of counselling for 70 staff. 3 'supervision' sessions to be provided by a trained counsellor.  
Seward Laser - 10 months of counselling for 40 staff.  
Tailor Made Recruitment - 12 months of counselling for 30 staff, 4 'team bonding workshops / courses', 4 supervision sessions, 1 training course.  
Vanguard Solicitors - 10 months of counselling for 10 staff.  
Unite Students - 9 months of counselling for up to 4000 people, 4 supervision sessions, 4 training courses.  
Leonard Curtis - Counselling for up to 350 people for 10 months.  
Edison Pope - 12 months of counselling for 30 people.  
HEXXXier Heroes - 11 months of counselling for 60 people.  
Carrs Pasties - 9 months of counselling for 120 people.  
Broadfield School - 11 months of counselling for 120 people.  
4Recruitment - 10 months of counselling for 20 people  
James' Places - 6 months of counselling for 350 people, 1 training course and 2 supervision sessions.

3:2 The clients currently managed by XXXP, but facilitated by HEXXX Assured - all of these policies may have been paid for upfront, but they may have monthly or quarterly installments set up with HEXXX Assured.

3:3 Forbes Solicitors - Counselling for 350 via HEXXX Assured until January 2022, 4 supervision sessions are also still to be provided.

3:4 The following companies have no other liability attached, except the counselling provision with HEXXX Assured.

Cube HR.  
Howe2 Landscapes  
Roche Care  
Astley Hire  
APC Overnight  
Advocacy Focus  
Farley's Solicitors

#### 4.0 The Problem.

4:1 Some clients I am aware of pay on a monthly or quarterly basis. There are a vast majority of clients who have paid us up front.

4:2 In asking me to 'Take the EAP portion of the business', it suggests I will be liable for the ongoing cost of counselling for these clients, potentially without the money that has already been paid to XXXP in order to do so. I understand an element of liability is expected to be taken, I wish to clarify the liability.

4:3 These clients are offered counselling, with no capped amount. As you can see, this equates to thousands of people I will be liable for.

4:4 Clarification will need to be provided with regards to the status of the policies with HEXXX Assured and the liability attached.

## 5.0 The Proposal

- 5:1 For the clients who pay monthly, their payments are transferred to my new company.
- 5:2 For the clients that are provided care by XXXP HEXXX, who have paid annually. Their policy should be divided by 12 months, and for their time on cover, this should be deducted from the amount and the remainder paid to my new company entity.

*For example;*

Broadfield School paid £2650 to XXXP for their care of 120 people which began in March this year. They have been on cover for 3 months (approximate by time of transfer). Their policy equates to £220 per month, for the 9 months remaining, PXXX and LXXX would keep £662.50 and I would be transferred the remaining £1987.50, to continue their care.

5:3 For the clients currently held with HEXXX Assured, the cost of the HEXXX Assured policy would be deducted from the total premium.

The remaining amount is divided into 12.

The months that have been on cover would remain with PXXX and LXXX, the months outstanding would be transferred to my new company.

*For example;*

APC Overnight paid £1931. Their HEXXX Assured policy was £700 (approx). Leaving £1231 for XXXP HEXXX, divided by 12 months is £102 per month.

APC have had 6 months on cover, PXXX and LXXX would keep £612 and £612 would be transferred to me for their continued care.

## 6.0 Exemption

6.1: The policy with Unite Students, was designed to cover counselling, 8 mental HEXXX training sessions, 8 supervision sessions.

6.2: I would have to pay providers to give this service to unite. The cost to myself will be. £2800 for training and £1400 in supervision. Not to mention the requirement of site visits to Bristol and London 3 times per year. This is before the counselling provision is accounted for.

6.3 The payments XXXP have had so far for this policy have not been spent on providing any of those services, except one site visit to London and another planned in June 2021.

6.4 It is my belief that XXXP have received around £3000 for this policy so far, if my proposal above is accepted. That would be £3000 of the profit to provide the policy, with all liability being transferred to myself.

6:5 At this moment in time, I wish to make you aware of that situation. Ultimately I view this as a fine detail that would need resolving, should other proposals be acceptable.

#### 7:0 Other Services

In the letter it is mentioned I am being asked to take the 'EAP portion of the business'.

7:1 XXXP HEXXX is more than an 'EAP provider'.

As well as the strategic development I have implemented into the start up, I also helped devise full programs of service for our clients.

It was during my exploration discussions with Unite Students that I began implementing a 'whole' approach to mental HEXXX in the workplace.

#### 7:2 This includes

- Mental HEXXX Awareness Training
- Quarterly supervision of staff
- Bespoke workshops
- Team Bonding sessions
- Company constitutions
- Financial planning services
- Drop in clinics
- One to one advice services
- Consultancy services in the workplace

I do not sell 'EAP packages', I sell whole solutions to companies.

7:3 PXXX was the person to create the 'Mental HEXXX Awareness Training', and he began the supervision sessions with Pierce accountants. Every other service was a joint collaboration between us both that came to fruition over time.

7:4 I would ask for clarity and guidance that this offer is not merely the 'EAP' provision of services, but the services I have been offering under XXXP HEXXX as a whole since January 2021.

#### 8:0 Clarification

8:1 XXXP XXX CXXX is the building that is occupied at Churchill House. It also offers private therapy services to the public, and has recently completed an NHS contract. Upon my entering XXXP, the 'XXX CXXX' rented out rooms to therapists who delivered counselling, acupuncture, reiki, massage and other 'holistic services'. I still view the XXX CXXX as this entity.

8:2 AXXX PXXX is the only PAYE employee of the XXX CXXX at the date of this letter. The therapists attached to 'XXXP XXX' are freelance individuals who all have external work to XXXP, and none of those therapists are solely working for XXXP.

8:3 XXXP HEXXX is simply a brand, it is not a legal entity. The bank account used for the business is 'XXXP XXX' and the VAT is under 'XXXP XXX' too. The brand covers mental HEXXX in corporate settings, offering a variety of services.

8:4 XXXP HEXXX has no direct employees.

#### 9:0 My position

9:1 I am open to exploring the transfer of XXXP HEXXX clients as a whole.

I determine this to be any 'company' that has worked with XXXP HEXXX since December 2019, when this brand was created jointly between PXXX HXXX and I.

9:2 It is my proposal these clients would be separated away as an 'asset transfer'.

9:3 I would not accept any of the liability or debts that are accumulated under 'XXXP XXX CXXX', in any capacity.

9:4 I also would not be liable for any staff that are currently employed by the 'XXX CXXX'. I am however open to a discussion about the future of AXXX PXXX. Subject to these provisional terms being agreed.

#### 10:0 Non-compete

10:1 In this arrangement, I believe a 'non compete' for both parties would be fair, and standard practice with this type of agreement.

10:2 I would ask XXXP, PXXX HXXX or LXXX HXXX not to enter the corporate mental HEXXX market for a period of 3 years of the agreement.

#### Exceptions

10:3 I am aware that PXXX HXXX is passionate about creating 'high performing teams', delivering workshops and seminars to corporate clients. I would not expect this aspect of work to be constricted by a 'non compete'.

10:4 I would agree and hope that PXXX HXXX continues to work with companies and organisations in a personal capacity, but does not enter the 'EAP market' offering annual counselling to employees of companies, nor does he recommend 'whole packages' of services in the mental HEXXX arena.

10:5 I have no desire, nor wish to restrict the private work of PXXX HXXX, or XXXP XXX CXXX in delivering mental HEXXX services to the general public - outside of a corporate setting.

#### 11:0 XXXP HEXXX CLUB

XXXX HEXXX Club is a hybrid of private mental HEXXX care, and the 'EAP' offering that XXXP HEXXX delivers to corporate entities. We have purchased a policy with HEXXX Assured under the name of XXXP, costing £10 per person for the year. We then sell places on this policy to the public for £36 per annum.

This service does fall under XXXP HEXXX and not 'XXX'.

11:1 This is a service I will continue to offer under my new company, at a higher cost than XXXP. I do not wish to take the liability, nor EXXXefit of the XXXP policy with HEXXX Assured.

11:2 This technically falls under an 'EAP' provision, with an 'EAP provider', and has been a service provided by XXXP HEXXX. I view the ability to continue providing this provision to my clients is covered under the terms of the proposed agreement. Also meaning that XXXP XXX, PXXX HXXX nor LXXX HXXX will be selling the WXXXe, or similar service to the public in the future.

## 12:0 Mental HEXXX Awareness Training

XXXX HEXXX has continuously offered the 'mental HEXXX awareness training' since inception. In being asked to 'take the EAP provision of the business'. I believe this falls into that proposition.

12:1 I would ask that a 'right' to offer the training under licence is part of the 'proposed deal'. I will not be restricted in terms of altering the training (subject to CPCAB approval), using the materials provided in the workbooks that have been created and the course that trainers have been taught to now deliver.

## 13:0 Therapists

It has been indicated in the initial letter that part of the proposal is that I can use the 'XXXX bank of therapists'.

13:1 I do not believe I would be restricted in using any therapists going forward. Every therapist I have recruited to XXXP has been done so by myself, and they are all private individuals on a freelance basis.

However, thank you for clarifying.

## 13:2 The Brand

Based on the outline provided above, I firmly believe I co-founded XXXP HEXXX, alongside PXXX HXXX. I do not believe XXXP HEXXX would be where it was today without the vision, guidance, skill, passion and dedication provided by both of us.

13:3 To be clear, my statement here does not apply to XXXP XXX CXXX, nor XXXP XXX. Purely XXXP HEXXX, the division of the business we are proposing I take forward, alone.



I have helped build the brand of XXXP HEXXX over my time at XXXP, and my work is part of the reason it has the excellent reputation it does. I believe I have earned the right to be trusted with the brand name.

13:4 Moving forward, I do not wish to market myself as XXXP HEXXX. I will be marketed as a new corporate entity that has taken over from XXXP HEXXX. As you mention in your proposal, this will be in good faith and communicated as such to all parties.

13:5 Clients will still continue to come to 'XXXP HEXXX' and there needs to be a proposal of what will happen with those.

My proposal is;

- 13:6 XXXP HEXXX will no longer be marketed.
- 13:7 Clients will be informed their contracts have 'moved' to my new legal entity. Unless they are within 4 months of renewal, and in that case, clients will be informed at renewal by myself.
- 13:8 Should any person, company or organisation come to 'XXXP', PXXX or LXXX for corporate mental HEXXX care, they will direct those people to myself and the new business, for a period of 3 years.
- 13:9 I will retain the XXXPHEXXX.co.uk domain for 18 months.
- 13:10 The XXXPHEXXX domain will be set up to forward to my new corporate website.
- 13:11 All mention of XXXP HEXXX on remaining XXXP websites, documentation, on or offline content will be removed and replaced with a direction to the new company.

#### 14:0 Emails

Given my clients and potential future clients may contact me at my XXXP email addresses, I would ask for access to the following addresses for a period of 12 months;

- [RXXX@XXXPXXX.co.uk](mailto:RXXX@XXXPXXX.co.uk)
- [RXXX@XXXPHEXXX.co.uk](mailto:RXXX@XXXPHEXXX.co.uk)
- [RXXX@XXXPXXX.com](mailto:RXXX@XXXPXXX.com)
- [info@XXXPHEXXX.co.uk](mailto:info@XXXPHEXXX.co.uk)

14:1 Enquiries will still also be generated to [info@XXXPXXX.co.uk](mailto:info@XXXPXXX.co.uk) - however, I do not wish to have access to this, subject to PXXX and LXXX agreeing to act in good faith and forward relevant enquiries.

#### 15:0 New Website

I have spent quite a few hours working with Fifteen, the marketing company providing the new website for XXXP HEXXX. This was after a lot of market research and strategic brand development.

The website was deemed to be a vital necessity for the company going forward, due to the poor performance of the current site. PXXX, the marketing company, AXXX PXXX and I all reviewed the XXXP sites. Determining XXXP HEXXX and XXXP XXX were the only sites in need of attention, and XXXP HEXXX was in need of 'urgent attention'.

This site has been paid for in full.

15:1 Given the work gone into it, and a crucial element of the XXXP HEXXX business. I believe it is in the best interests to allow me to take it forward. I would ask this to be clarified as a matter of urgency.

#### 16.0 Software

16:1 I have spent a considerable amount of time creating new digital systems for The XXXP Group. Especially XXXP HEXXX and XXX.

I would ask that I am either granted access to the data on Zoho Surveys and Bigin for 12 months. Or the data is all transferred to my new Zoho account.

16:2 I am happy to train other people in how to use the software, should XXXP wish to continue using the system.

#### 17:0 XXXP XXX CXXX, XXXP XXX, PXXX HXXX and LXXX HXXX.

For the avoidance of doubt. I believe I should communicate what elements of the business I understand PXXX, LXXX and the XXX CXXX will continue to provide.

17:1 It is my understanding PXXX HXXX wishes to minimise his liabilities in business, hence the sale of XXXP XXX MANAGEMENT and one of the reasons this offer is being made to myself, in order to take XXXP HEXXX.

17:2 PXXX HXXX has verbally contracted to pay me 20% should XXXP XXX MANAGEMENT or True Potential purchase Forbes Solicitors XXX Management practice. I do not want this.

17:3 PXXX has also verbally and in writing confirmed should the book we were working on together make publication, I would be paid 20% of that deal. I do not want that either.

17:4 PXXX has communicated that he wishes to continue in his private practice of delivering counselling services to the public. I also believe he will continue to counsel people in a corporate capacity such as; CEO's, managing directors and business owners. He will also continue to offer training courses such as; stress workshops, trauma seminars and further workshops around mental HEXXX. This is in his sole capacity, and not as 'XXXP'.

17:5 PXXX created a '4 week course' which comprises one to one counselling, group work, reiki, acupuncture and occasionally equine therapy. PXXX has expressed a desire to aim this course at the corporate market, and potentially run a retreat abroad that delivers this service. I have no objection to this.

17:6 PXXX has also expressed interest in eventually opening a rehabilitation facility, again, no objection.

17:7 As mentioned, PXXX wrote the 'mental HEXXX awareness training' approved by the CPCAB. I appreciate that PXXX may wish to start delivering this training again on a personal basis, but I do not believe he has intentions to sell this training into corporate markets under his personal name, nor in LXXX's name or any of the XXXP group. I also request this is excluded from his future endeavours, and these enquiries would pass to myself.

17:8 These are the only aspects of mental HEXXX care I believe PXXX HXXX wishes to pursue in future. For the avoidance of doubt, my interests are within the corporate market, but I do believe PXXX HXXX should also continue to offer his personal services to companies.

17:9 The words I have used here I do not intend to be bound by. I merely offer an understanding of my position and a willingness to work on the wording together, ultimately forming an official agreement.

17:10 LXXX HXXX I believe wishes to re-train as a personal trainer, mortgage advisor, financial advisor and continue work in a holistic therapy field. I do not believe LXXX has any intention of entering the corporate mental HEXXX market.

17:11 XXXP XXX CXXX, I believe will continue to offer private therapy to the general public, who are not from a corporate setting. They may also tender and bid for contractual work to deliver one to one counselling to the general public.

17:12 XXXP XXX, will continue to provide the '4 week course' to the general public. It will continue to 'give away' the 111 private mental HEXXX care policies it has purchased for members of the public. It will also continue to deliver 'mental HEXXX awareness training'.

## 18:0 Employment

Your letter refers to me as a 'consultant.'

PXXX and LXXX HXXX have failed to employ me in the correct capacity for over 2 years.

- 18:1 XXXP has been my main source of income for 2 years.
- 18:2 I have to adhere to employee standards, with regards to requesting holidays, taking time off, working hours, 'appearance' and
- 18:3 I was asked to 'submit an invoice' once since April 2020. A consultant would be required to file monthly invoices.
- 18:4 I have worked full time for XXXP since January 2021, prior to that I worked 3 days at XXXP and 2 days were spent doing unpaid law work to further my training.
- 18:5 I have had various restrictions placed upon me for the EXXXefit of XXXP. Namely, what I can and cannot say in my newspaper articles. I was also instructed to turn down an offer of £30,000 two months ago for a newspaper article with the Sun. Which I subsequently did, after PXXX HXXX informed me '*If you accept the offer and do the article, I expect you to step down from your position*'. A move I did not agree with. XXXP has been more than 'a job' to me. I have been godmother to PXXX and LXXX's daughter Ada, they have been two of the closest people to me in the last 3 years, the whole XXXP team have been incredible to work with, I believe I created my dream 'job'

and I never wanted to work elsewhere. I did not want to turn down £30,000 under any circumstance, given I am the single mother of two children. I felt I was forced into turning the offer down based on PXXX's decision not to support me. Alongside various other reasons I will not go into this letter.

In a true 'consultancy' role, PXXX HXXX would not have been able to make this stipulation on my private XXX.

- 18:6 I was asked by PXXX and LXXX in January 2021 to work full time at XXXP and turn down a place on the MTV program 'Ex on the beach', in which I would have been paid £20,000. We mutually agreed to increase my wage. Including various other conditions such as a percentage of XXXP HEXXX in various degrees. The email outlining the terms is still available, should you request.
- 18:7 It is my belief that anyone who was viewed as a consultant wouldn't be considered so 'indispensable' by the company. No freelance consultant would turn down such a vast amount of money, if they did not believe they were employed in their role for XXX.
- 18:8 LXXX HXXX did invite EXXX IXXX, Nick Cassidy, WXXX Hartley and YXXX EXXXnett into a meeting prior to the last winter lockdown. We are all employed with XXXP as 'consultants'. We were informed we were being offered employment as a way of security. The country was about to enter another national lockdown. Meaning LXXX believed the company could furlough us to protect our salaries, should the business take a downturn. We had a few hours to decide. EXXX IXXX, Nick Cassidy and myself turned it down within the meeting. I made excuses, but I was concerned at the legality of the offer. I had recently completed legal studies, and spent £72,000 to do so. One day in the future I hope to receive SRA status, and I was concerned at the predicament this may leave me in.
- 18:9 I have been paid into a personal bank account and do not have a limited company.
- 18:10 I was not made a director, nor shareholder of XXXP HEXXX, despite the promise of doing so for over 6 months.
- 18:11 I am not able to send a substitute to do my work, and no one at XXXP has the capacity to complete my work.
- 18:12 No one has ever been paid to complete work at XXXP on my behalf.
- 18:13 Your client had the right, and often changed tasks I was asked to complete. I did have to complete tasks I did not agree with.
- 18:14 Your client guided my work and had the right to decide how my work was completed. Indeed I was often restricted and held back from work I wanted to complete, as per an employed person. A person in a freelance capacity would not be as restricted as I was, at times.
- 18:15 I had limited ability to 'work from home' and my work was mainly restricted to working in Churchill House.
- 18:16 My income did not vary. It was fixed monthly.
- 18:17 I was provided a company EXXXefit, namely a private mental HEXXX care policy.
- 18:18 I was not introduced to clients in my own entity, at any point in time. I was constantly presented as working for your client, and your client alone. I was never introduced as an independent worker. Staff at XXXP believed I was 'employed'.
- 18:19 There was no 'end date' to my work with XXXP, which a 'consultant' would ordinarily have.

- 18:20 We never entered a consultancy contract.
- 18:21 This work took up all of my working time and it was impossible to work any other jobs. Indeed I had to stop doing unpaid law work in January 2021, at the request of your client to solely dedicate myself to XXXP.
- 18:22 I have not undertaken self employment work of this kind for any other client.

18:23 Furthermore, the volume of evidence I have from your clients to prove the quality and pivotal nature of my work is overwhelming.

I have never had any indication that my work was below a required standard. In fact I have not had one criticism of my work from your client since August 2019, that was a minor disagreement between PXXX and I, resolving within a couple of hours.

18:24 Prior to January 2021, PXXX HXXX and I only had that one disagreement. Since the end of March 2021, due to personal circumstances, I agree the relationship between PXXX and I has become strained. I have lost a lot of faith and trust in PXXX, I cannot speak for his thoughts, but I accept this has been a 'two way street'. I reserve the right to explain this further, and this is not a whole and accurate picture of the circumstances. I believe it would be detrimental and fruitless to go into them further.

18:25 I will accept that LXXX HXXX has again had some personal feelings towards me. In almost 3 years, we have had 5 disagreements. By any relationship standards, this amount of disagreements with someone you see almost daily, is minimal. None of our disagreements about my work. Two were relating to 'my respect of her position', which I strongly disputed at the time. One was that she thought I 'overdressed' for work and the other was over the way I interpreted her instructions on moving some desks.

Ultimately, for the majority of my time at XXXP we have had an excellent working relationship. Far better than most organisations could ever hope for. We have achieved incredible outcomes together, we have truly supported each other, deeply cared for each other and absolutely given fantastic service in the mental HEXXX arena.

18:26 I entirely dispute the relationship has broken down through fault of my own, it is 'their feelings' towards me that mean they do not want me to work for them any longer.

18:27 The relationship between all parties, in a working capacity, has been of an excellent standard. Despite personal circumstances.

#### 19:0 Reference

I would ask that a positive reference from PXXX HXXX is agreed in the terms of this proposal. One that reflects the statements mentioned in your initial letter of the dedication and positive impact I have had to XXXP.

19:1 I have concerns with the way this situation has been handled and what has been communicated to staff members that I may not be provided with a positive reference.

Whilst I am informed in your letter that this offer is a 'reflection of the commitment I have given to XXXP', it would appear from the events of the last week, this offer is not in the 'good spirit' it is being communicated. Hence my request to ask for a reference from PXXX as part of the agreement.

### 20:0 Legal Expenses

Given I have found myself in a position I never expected to be in, I would request a contribution towards my legal expenses of £500 is made with immediate effect of agreeing to enter the next stage of this process. Ultimately asking for my legal expenses to be covered by your clients.

### 21:0 Conclusion

21:1 Your client wants me removed from the business, for personal reasons. I do not accept those reasons lie solely with myself.

21:2 I do not accept I was a 'consultant'. I believe I was an employee until January of this year, and from January became a part owner of XXXP HEXXX.

21:3 I believe it is therefore inappropriate to send me a text message and state I am on 'gardening leave', I have not resigned nor have I been terminated.

21:4 My current status, I believe, is that I am still employed and do not accept your offer to pay me only until July.

I am happy to continue with the proposal you have offered, subject to the terms I mention above, but not limited to. I however do expect to be paid my normal salary until the 'package' is agreed, signed and completed.

21:5 I do not accept that LXXX HXXX has the capacity to place me on 'gardening leave', nor terminate my employment with XXXP XXX. This would be a matter for the trustees.

21:6 I believe it is in the best interests of XXXP XXX and all parties for these discussions to remain between us for the time being, whilst this proposal is being agreed.

21:7 I have continued to make myself available for work to XXXP. It is at their request I am at home and not being given enough clarification of the tasks they would like me to continue with.

21:8 I have outlined the tasks that are imperative to XXXP XXX, a regulated charity with obligations to complete. I do not wish to upset any party in this matter, however, given LXXX HXXX did not have authority to place me on 'gardening leave', nor terminate my position at XXXP XXX. As the only employed person, I have a duty to look after the interests of the charity on the behalf of the trustees. A position I have been in since inception. Should the charity obligations not be decided and allocated time, I will have to inform the trustees they are in

breach of various contracts and commitments, and I am being 'prevented' from completing them.

21:9 XXXP XXX CXXX is contractually obligated to provide a report to the NHS. Amongst various other elements that need attention. It would be my suggestion that whilst I am being paid and this arrangement is in discussion, I carry on and complete these tasks. I will not be held liable for them not being complete, PXXX HXXX and XXXP will. It is therefore out of good will and professional standards that I am offering to do this. I am firmly aware no one at XXXP can complete these reports except for myself. I am unable to complete this report without access to files at Churchill House. If we can please address this matter urgently, that would be appreciated.

21:10 I am reserving the right to make representation as to why I have been offered this proposition. I do not believe it would be appropriate, nor helpful at this stage to discuss those matters.

21:11 I have concerns about the 'good nature' in which this proposition will be communicated to clients, and would seek further assurance of this.

21:13 With regards to all other 'unfinished work', I have communicated the majority of it via email. I will continue to do so in the WXXXe manor, however once we have an agreement in principle I believe other matters will need to be looked at in more detail. Namely the time involved with handing over my role at XXXP.

21:14 I have been with XXXP for 3 years, and a lot of my work has been complex. The 'handover' that appears to be happening is palatable, for now, but not sufficient. It would seem I'm expected to hand work over in 5 minutes, or it will just be ignored. For the sake of our clients, and the people that rely on us, I appeal to everyone's better nature to do this process more professionally.

21:12 It is wholeheartedly my desire to act in good faith and continue to champion XXXP as I have done for 3 years. I wish nothing but the best for PXXX, LXXX and all of their girls.

**Yours Faithfully,**

RXXX UXXX UXXX

