



# EMPLOYMENT TRIBUNALS

**Claimant:** Mrs S Garba  
**Respondent:** Promisedland Academy  
**Heard at:** East London Hearing Centre  
**On:** Friday 6 September 2019  
**Before:** Employment Judge Jones

## Representation

**Claimant:** Ms L Whittington (Counsel)  
**Respondent:** Ms J Nevins (Solicitor)

By consent, the parties having reached agreement on the following terms, these proceedings are stayed until 6 September 2020 unless the parties write in to the Tribunal to indicate otherwise.

# CONSENT JUDGMENT

1. Without admission of liability the Respondent agrees to pay the Claimant and the Claimant agrees to accept the settlement sum of £22,000.00 – (twenty-two thousand pounds) in full and final settlement of all and any claims that the Claimant could bring against the Respondent in all jurisdictions arising out of or in connection with her employment with the Respondent or the termination thereof, including the Claimant’s claim filed under Employment Tribunal claim number 3201241/2019.

2. The reference to “all claims” in paragraph 1 and 2 includes but is not limited to claims arising under contract, statute, common law or otherwise and includes but is not limited to claims made under the following statutes/statutory instruments: the Employment Rights Act 1996; the Equality Act 2010; the Sex Discrimination Act 1975; the Race Relations Act 1976; the Disability Discrimination Act 1995; the Working Time Regulations 1998; the National Minimum Wage Act 1998; the Employment Equality (Sexual Orientation) Regulations 2003; the Employment Equality (Religion or Belief) Regulations 2003; the Employment Equality (Age) Regulations 2006.

3. This settlement excludes any claims relating to pension rights or personal injury or enforcement of this agreement. Through acceptance of this agreement the Claimant provides an undertaking that she is not aware of any such claims or circumstances which could give rise to such claims at the time that this agreement was entered into.

4. The Respondent will pay the settlement amount in instalments of £2,000 (two thousand pounds) on 30<sup>th</sup> day of every month commencing 30 October 2019 for 11 months in total until the amount is paid in full, the first instalment to be paid on 30 October 2019.

5. The Respondent will pay the above settlement sum by BACS transfer in instalments as stated in accordance with the terms in Clause 4 above, the first payment becoming due on 30<sup>th</sup> day of October 2019 following the Claimant or their representative signing of this agreement and it being received by the Respondent's representative.

6. As the parties believe that sections 401 and 403 Income Tax (Earnings and Pensions) Act 2003 apply, no deductions will be made for tax or employee National Insurance contributions from the sum stated in clause 1, except to the extent that it exceeds £30,000, where income tax will be deducted in respect of the excess as required by law. For the avoidance of doubt, both parties agree that the sums stated in clause 1 of this Agreement is exempt from any tax or National Insurance contributions/deductions.

7. Both parties agree to keep the terms of this settlement and the details of the dispute confidential and not to discuss it with anyone save for a legal representative or as required by law or industry regulation. For the sake of clarity, this covers all communication, oral, written or electronic, including email, text or social media postings such as on Facebook or Twitter.

8. The Claimant undertakes that she will not, at any time, make, or publish any derogatory or disparaging statement or do anything that intends to, or may have the effect of, damaging or diminishing the reputation or the goodwill of the Respondent, its officers or employees. The Respondent undertakes that they shall not encourage, condone or procure the making of any derogatory or disparaging statement that intends to, or may have the effect of, damaging or diminishing the reputation of the Claimant. This shall be taken to include all forms of social media for both parties. This confidentiality clause does not affect or otherwise prevent the Claimant from making a public interest disclosure under the Public Interest Disclosure Act 1998 (PIDA).

9. In the event of a breach of any of the clauses above by either party, the other party will be entitled to bring County Court proceedings against the party in breach with respect of the breach. In the event that claim is successful, the party in breach undertakes to pay the reasonable costs associated with bringing that claim.

10. It is agreed that neither party will contact the other using any means save in relation of the terms of this agreement.

11. There shall be no applications by either party in respect of legal costs incurred in the bringing/defence of Employment Tribunal claim number 3201241/2019.

Employment Judge Jones

24 September 2019