



Parties

- (1) **University Hospitals Sussex NHS Foundation Trust** whose address is at the Royal Sussex County Hospital, Eastern Road, Brighton, BN2 5BE (**Trust**).
- (2) [ ] whose address is [ ] (**Employee**).

Background

- A. The Employee was employed as [ ].
- B. [The Employee's employment terminated on [ ] [ The Parties have agreed] [the Employee's employment will terminate at the end of their contractual notice period.
- C. The parties have entered into this agreement to record and implement the terms on which they have agreed to settle any claims which the Employee has or may have in connection with her/his/their employment which arise from any facts as at the date of this agreement, against the Trust or its officers, employees or agents whether or not those claims are, or could be, in the contemplation of the parties at the time of signing this agreement, and including, in particular, the statutory complaints which the Employee raises in this agreement.
- D. The parties intend this agreement to be an effective waiver of any such claims and to satisfy the conditions relating to settlement agreements in the relevant legislation.

Agreed terms

**1. Interpretation**

- 1.1. The definitions in this clause apply in this agreement.

**Adviser:** [ ].

**Confidential Information:** information in whatever form (including, without limitation, in written, oral, visual or electronic form or on any magnetic or optical disk or memory and wherever located) relating to its patients, the business, products, affairs and finances of the Trust for the time being confidential to the Trust and trade secrets including, without limitation, technical data and know-how relating to its patients, the business of the Trust or any of its suppliers, officers, employees or agents, including (but not limited to) information that the Employee created, developed, received or obtained in connection with her/his/their employment, whether or not such information (if in anything other than oral form) is marked confidential.

**Copies:** copies or records of any Confidential Information in whatever form (including, without limitation, in written, oral, visual or electronic form or on any magnetic or optical disk or memory and wherever located) including, without limitation, extracts, analysis, studies, plans, compilations or any other way of representing or recording and recalling information which contains, reflects or is derived or generated from Confidential Information.

**Post-Employment Notice Pay:** has the meaning given it in section 402D of the Income Tax (Earnings and Pensions) Act 2003 (ITEPA)

**Pension Scheme:** NHS Pension Scheme.

**Pre-Contractual Statement:** any undertaking, promise, assurance, statement, representation, warranty or understanding (whether in writing or not) of any person (whether party to this agreement or not) relating to the Employee's employment under this agreement other than as expressly set out in this agreement or any documents referred to in it.

**Termination Date:** [                      ].

- 1.2. The headings in this agreement are inserted for convenience only and shall not affect its construction.
- 1.3. A reference to a particular law is a reference to it as it is in force for the time being taking account of any amendment, extension, or re-enactment and includes any subordinate legislation for the time being in force made under it.
- 1.4. A reference to one gender includes a reference to the other gender.
- 1.5. The schedules to this agreement form part of (and are incorporated into) this agreement.

## **2. Arrangements prior to the Termination Date**

- 2.1. [The Trust is deemed to have given notice of the termination of her/his/their employment to the Employee on ] [and] [The Employee's employment will terminate on the Termination Date at the expiry of her/his/their contractual notice period.]
- 2.2. [It is agreed that the Employee's Post Employment Notice Pay entitlement shall be nil.]
- 2.3. [The Employee agrees that, prior to the Termination Date the Employee will be on garden leave and shall not be required to perform any duties. Up to and including the Termination Date, the Employee shall comply fully with the terms of her/his/their contract of employment and her/his/their duties and obligations thereunder and those to be implied at the common law (save that she/he/they will not be required to perform any duties).]
- 2.4. Up to and including the Termination Date, the Employee agrees that she/he/they will not, whether paid or unpaid, be directly or indirectly engaged as agent, consultant, director, employee, owner, partner, shareholder or in any other capacity in any other business, trade, profession or occupation (or the setting up of any business, trade, profession or occupation) other than with the express permission of the Trust (which shall not be unreasonably withheld). The Employee shall however be permitted to engage with agencies or prospective employers in order to obtain paid work to commence after the Termination Date.
- 2.5. The Employee shall receive her/his/their normal salary and other contractual benefits, up to and including the Termination Date less tax and National Insurance contributions.
- 2.6. All business expenses reasonably incurred by the Employee during her/his/their employment which are outstanding at the Termination Date will be reimbursed in the

usual way provided the Employee complies with the Trust's current policy regarding expenses. The Trust will not reimburse the Employee for any expenses incurred after the Termination Date.

- 2.7. [In the first payroll run after the Termination Date, the Employee shall be paid in lieu of his/her/their entitlement to contractual notice of the termination of their employment under [ ] in the sum of [ ], less tax and National Insurance contributions].
- 2.8. [In the first payroll run after the Termination Date, the Employee shall be paid in lieu of [ ] [hours/day] of accrued annual leave, less tax and National Insurance contributions, [The Employee agrees that she/he/they/their shall have no entitlement to be paid in respect of any annual leave ] [and that she/he/they/their will take any such additional accrued annual leave in the period before the Termination Date].

### **3. The Trust's obligations**

- 3.1. Subject to and conditional upon the terms set out below, including clause 8.1, and to receipt by the Trust of a copy of this agreement signed by the Employee and receipt by the Trust of a letter from the Adviser as set out at **Schedule 1**, the Trust shall:
- 3.1.1. [ ];
- 3.1.2. [(in so far as not already paid) provide the Employee with back pay less tax and National Insurance contributions for the period from [ ] to the date of this agreement and shall pay all applicable contributions to the Pension Scheme;]
- 3.1.3. pay the reasonable legal fees up to a maximum of £400 plus VAT incurred by the Employee in obtaining advice on the terms of this agreement, such fees to be payable direct to the Adviser upon production of an invoice (addressed to the employee but marked as payable by the Trust) to be sent under private and confidential cover to: [ ]@nhs.net]
- 3.1.4. [pay the reasonable legal fees up to a maximum of £250 incurred by the Employee in obtaining advice on re-execution of this agreement subject to the Employee and the Adviser complying with the provisions of clause 8.1, such fees to be payable direct to the Adviser upon production of an invoice (addressed to the employee but marked as payable by the Trust) to be sent under private and confidential cover to: [ ]@nhs.net;
- 3.1.5. subject always to its legal and regulatory obligations, should any third party ask the Trust to give a reference in relation to the Employee, provide a written reference given in response to such a request in the terms set out in **Schedule 2**, provided that the third party's request is made directly to [ ] or her/his/their successor within five years of the Termination Date and any oral reference provided will be on no less favourable terms. This clause is subject to the proviso that the Trust will cease to be obliged to provide a reference, whether written or oral, in the agreed terms if after the signing of this agreement new facts come to the Trust's attention which make the agreed reference substantially and materially incorrect and in such circumstances the Trust shall inform the Employee and of the reasons for its refusal to provide a reference a refence substantially in the terms set out in **Schedule 2**;

3.1.6. [ etc ];

3.1.7. [ etc ];

3.1.8. [ etc ];

#### **4. Employee's obligations and warranties**

4.1. The Employee warrants that she/he/they/their will return to [ ] at the Trust on or before the Termination Date:

4.1.1 all Confidential Information and Copies;

4.1.2 all property belonging to the Trust including (but not limited to) any Trust security or ID card, credit card, keys, mobile telephone, pager or lap-top computer;

4.1.3 all documents and copies (whether written, printed, electronic, recorded or otherwise and wherever located) made, compiled or acquired by her/his/their during her/his/their employment with the Trust or relating to the business or affairs of the Trust.

in the Employee's possession or under her/his/their control.

4.2. The Employee warrants that she/he/they/their will before the Termination Date delete irretrievably any information relating to the activities of the Trust that she/he/they has/have stored on any magnetic or optical disk or memory or in any other medium and all matter derived from such sources which is in her/his/their possession or under her/his/their control outside the premises of the Trust.

4.3. The Employee shall, if requested to do so by the Trust, provide a signed statement that she/he/they has/have complied fully with her/his/their obligations under clauses 4.1 and 4.2 and shall provide it with such reasonable evidence of compliance as may be requested.

4.4. The Employee will immediately on request disclose to the Trust all passwords (including passwords to all protected files) created or protected by him/her/them which are held and/or saved on any computer, telecommunications or other electronic equipment belonging to the Trust.

4.5. Save as already disclosed and as at the date of this agreement, the Employee warrants and represents to the Trust that there are no circumstances of which the Employee is aware or of which the Employee ought reasonably to be aware which would amount to a repudiatory breach by the Employee of any express or implied term of the Employee's contract of employment which would entitle (or would have entitled) the Trust to terminate the Employee's employment without notice or payment in lieu of notice.

4.6. The Employee warrants and represents that there has been no improper behaviour within the meaning of section 111A ERA in the discussions leading up to her/his/their being offered this agreement and in particular that there has been no undue pressure placed on him/her/them to sign this agreement and she/he/they has/have been given a reasonable period in which to consider the offer.

- 4.7. The Employee warrants that she/he/they has/have not commenced proceedings against the Trust, or any its officers, employees or agents in any court or Tribunal and agrees that she/he/they will not do so at any time after the Termination Date save in relation to any claims by her/his/them to enforce this agreement, any personal injury claims of which the Employee is not aware at the date of this agreement or any claims in relation to accrued entitlements under the Pension Scheme.
- 4.8. The Employee agrees that by entering into this Agreement she/he/they irrevocably withdraw[s] all and any grievances, threats of legal action and claims that she/he/they/their may have made or caused to be made against the Trust, its officers, employees or agents arising out of or in connection with her/his/their employment as at the date of this agreement and she/he/they agree[s] that the Trust shall not be required to take any further step including by way of responding to, investigating or adjudicating on any such matters.
- 4.9. With effect from the Termination Date the Employee agrees she/he/they shall not hold herself out as being an employee of the Trust or having any continuing connection with the Trust and she/he/they/their will update any LinkedIn profile and any other online presence accordingly.

## **5. Waiver of claims**

- 5.1. The Employee agrees that the terms of this agreement and the arrangements at clause 3 (above) are offered by the Trust without any admission of liability on the part of the Trust and are in full and final settlement of all and any claims or rights of action that the Employee has or may have against the Trust or its officers, employees or agents arising out of her/his/their employment with the Trust generally or its termination whether under common law, contract, statute or otherwise, whether such claims are, or could be, known to the parties or in the contemplation at the date of this agreement in any jurisdiction and including, but not limited to, the claims specified in **Schedule 3** (each of which is hereby intimated and waived) but excluding:
  - 5.1.1. any claims by the Employee to enforce this agreement;
  - 5.1.2. any personal injury claims of which the Employee is not aware at the date of this agreement (save for any claim for personal injury relating to any act of discrimination or the making of any protected disclosure which could have been pursued in the employment tribunal and which is hereby settled by this agreement); or
  - 5.1.3. any claims in relation to accrued entitlements under the Pension Scheme.
- 5.2. The Employee warrants that:
  - 5.2.1. before entering into this agreement, she/he/they received independent advice from the Adviser as to the terms and effect of this agreement and, in particular, on its effect on her/his/their ability to pursue any complaint before an employment tribunal or other court;
  - 5.2.2. the Adviser has confirmed to the Employee that they are a Barrister holding a current practising certificate and that there is in force a policy of insurance covering the risk of a claim by the Employee in respect of any loss arising in consequence of their advice;

- 5.2.3. the Adviser shall sign and deliver to the Trust a letter in the form attached as **Schedule 1** to this agreement;
- 5.2.4. before receiving the advice, she/he/they disclosed to the Adviser all facts or circumstances that may give rise to a claim against the Trust or its officers, employees or agents and that she/he/they is/are not aware of any other facts or circumstances that may give rise to any claim against the Trust or officers, employees or agents other than those claims specified in clause 5.1;
- 5.2.5. the only claims that she/he/they has/have or may have against the Trust or its officers, employees or agents (whether at the time of entering into this agreement or in the future) relating to her/his/their employment with the Trust are specified in clause 5.1.
- 5.3. The Employee acknowledges that the Trust has acted in reliance on these warranties when entering into this agreement.
- 5.4. The Employee acknowledges that the conditions relating to settlement agreements and compromise contracts under section 147(3) of the Equality Act 2010, section 77(4A) of the Sex Discrimination Act 1975 (in relation to claims under that Act and the Equal Pay Act 1970), section 72(4A) of the Race Relations Act 1976, paragraph 2 of Schedule 3A to the Disability Discrimination Act 1995, paragraph 2(2) of Schedule 4 to the Employment Equality (Sexual Orientation) Regulations 2003, paragraph 2(2) of Schedule 4 to the Employment Equality (Religion or Belief) Regulations 2003, paragraph 2(2) of Schedule 5 to the Employment Equality (Age) Regulations 2006, section 288(2B) of the Trade Union and Labour Relations (Consolidation) Act 1992, section 203(3) of the Employment Rights Act 1996, regulation 35(3) of the Working Time Regulations 1998, section 49(4) of the National Minimum Wage Act 1998, regulation 41(4) of the Transnational Information and Consultation etc. Regulations 1999, regulation 9 of the Part-Time Workers (Prevention of Less Favourable Treatment) Regulations 2000, regulation 10 of the Fixed-Term Employees (Prevention of Less Favourable Treatment) Regulations 2002, regulation 40(4) of the Information and Consultation of Employees Regulations 2004, paragraph 13 of the Schedule to the Occupational and Personal Pension Schemes (Consultation by Employers and Miscellaneous Amendment) Regulations 2006, regulation 62 of the Companies (Cross Border Mergers) Regulations 2007 and section 58 of the Pensions Act 2008 have been satisfied.
- 5.5. The waiver in clause 5.1 shall have effect irrespective of whether or not, at the date of this agreement, the Employee is or could be aware of such claims or have such claims in her/his/their express contemplation (including such claims of which the Employee becomes aware after the date of this agreement in whole or in part as a result of new legislation or the development of common law or equity).
- 5.6. The Employee agrees that, except for the payments provided for under this agreement and subject to the waiver in clause 5.1 above, she/he/they shall not be eligible for any further payment from the Trust relating to any claims which arise from facts as at the date of this Agreement.
- 5.7. The Employee agrees that by entering into this agreement she/he/they/their hereby irrevocably withdraws all grievances, data subject access requests, threats of legal action and claims that she/he/they may have made against the Trust and its officers, employees or agents arising out of or in connection with her/his/their employment as at the date of this agreement and she/he/they/their agrees that the Trust shall not be

required to take any further step including by way of responding to, investigating or adjudicating on any such matters.

## **6. Confidentiality**

- 6.1. The Employee understands and accepts that she/he/they will remain bound by any pre-existing confidentiality obligations in her/his/their contract of employment, including the obligation to keep confidential any patient confidential information and all confidential information and know how that the Trust may have disclosed to the Employee, whether orally, in writing or digitally which includes but is not limited to data, financial information, financial projections, financial records, spreadsheets, computer software, patient information and any information which has been given to the Trust in confidence and any other information which the Employee is told is confidential which the Employee has obtained about the Trust or its patients or its employees and its officers during the currency of the Employee's employment, however obtained, and whether held on document, computer disc, tape or otherwise and not to publish that information to any third party without the prior written consent of the Trust.
- 6.2. For the avoidance of doubt, nothing in this clause specifically and nothing in this agreement generally shall prevent or inhibit the Employee, the Trust or any of its officers, employees or agents from:
  - 6.2.1. making disclosures under the Employment Rights Act 1996 or prejudice any such right;
  - 6.2.2. speaking up about any concerns she/he/they may have in relation to the quality and/or safety of the care provided by the Trust or by any other organisation, nor from speaking up to any statutory, regulatory, supervisory or professional body in accordance with her/their professional and ethical obligations including those obligations set out in guidance issued by any statutory, regulatory, supervisory or professional body from time to time;
  - 6.2.3. reporting a criminal offence to any law enforcement agency;
  - 6.2.4. seeking support from immediate family, a GP or similar health practitioner, or an employment support scheme (such as NHS Improvement's Whistleblowers' Support Scheme)
  - 6.2.5. co-operating with any law enforcement agency regarding a criminal investigation or prosecution; nor
  - 6.2.6. making such disclosure as it is required to make by law and/or the rules of any statutory, regulatory, supervisory or professional authority or body; this agreement from being subject to scrutiny by a statutory body tasked with the scrutiny of public bodies, such as the National Audit Office or the Public Accounts Committee.

## **7. Employee Indemnities**

- 7.1. If the Employee breaches any material provision of this agreement (including for the avoidance of doubt those relating to Confidentiality), commences or pursues a claim against the Trust and/or its officers, employees or agents in relation to the claims

being waived under clause 5.1 above, notwithstanding the provisions of this Agreement, she/he/they/their agrees:

- 7.1.1. that the Trust shall be released from any further obligation under this Agreement;
- 7.1.2. to indemnify the Trust and its employees and agents for any losses suffered as a result thereof, including all reasonable legal and professional fees incurred.

## 8. [Re- Execution]

- 8.1. [As a condition of this agreement the Employee agrees that she/he/they/their will:
  - 8.1.1. take further legal advice from the Adviser on or immediately after the Termination Date and will provide the Adviser with all available information, facts and issues relevant to her/his/their employment and its termination at that point, which have not already been provided at the date of this agreement and which could give rise to a claim against the Trust or its officers, employees or agents and take advice from the Adviser on whether she/he/they has/have any claims other than those specified in **Schedule 3**;
  - 8.1.2. following such advice, notify [ ] in writing of such claims which are identified or that there are no such claims;
  - 8.1.3. re-execute this Agreement; and
  - 8.1.4. procure that the Adviser will provide me with a further certificate in the form attached at **Schedule 1** to this Agreement.]
- 8.2. [The Employee agrees by re-executing this agreement that she/he/they/their confirms:
  - 8.2.1. [her compliance with clause 8.2;
  - 8.2.2. that the provisions of clause 5.1 specifically extend to any claims notified in accordance with paragraph clause 8.1 and any or all claims which might have arisen up to the date of such re-execution; and
  - 8.2.3. that the claims specified in clause 5.1 and **Schedule 3** are all of the claims and proceedings (whether statutory or otherwise) that the Employee has, or may have, against the Trust or its officers, employees or agents arising out of or in connection with her/his/their employment with the Trust or its termination.]
- 8.3. [The Employee agrees that clause 8.1 does not limit the generality of clause 5.1 as a whole or its application to claims of which she/he/they has/have is not or could not be aware or which are not within her/his/their express contemplation at the date of this agreement and the Employee agrees that the terms of this agreement will become binding with effect from the date of this agreement and will remain binding irrespective of compliance with clause 5.1 provided that, for the avoidance of doubt, the Trust's obligations including under clause 3 shall be conditional upon the Employee and the Adviser complying with clause 8.1.]

8.4. [The Employee agrees that in respect of her/his/their compliance with clause 8.1 that the consideration given as described at clause 3 of the agreement is given also in respect of the re-executed Agreement.]

**9. Subject to contract and without prejudice**

9.1. This agreement shall be deemed to be without prejudice and subject to contract until such time as it is signed and dated by both parties, when it shall be treated as an open document evidencing a binding agreement.

**10. Entire agreement and previous contracts**

- 10.1. Each party on behalf of itself and acknowledges and agrees with the other party that:
- 10.1.1. this agreement and the schedules to this agreement (together with any documents referred to in it) constitutes the entire agreement and understanding between the Employee and the Trust and supersedes any previous agreement between them relating to her/his/their employment by the Trust;
  - 10.1.2. in entering into this agreement neither she/he/they/their nor it has relied on any Pre-Contractual Statement; and
  - 10.1.3. the only remedy available to her/his/their or it for breach of this agreement shall be for breach of contract under the terms of this agreement and she/he/they/their or it shall have no right of action against any other party in respect of any Pre-Contractual Statement.
- 10.2. Nothing in this agreement shall, however, operate to limit or exclude any liability for fraud.

**11. Variation**

11.1. No variation of this agreement (or of any of the documents referred to in it) shall be valid unless it is in writing and signed by or on behalf of each of the parties.

**12. Third party rights**

12.1. Except as expressly provided elsewhere in this agreement, no person other than the Employee and the Trust shall have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this agreement.

**13. Governing law and jurisdiction**

- 13.1. This agreement shall be governed by and construed in accordance with the law of England and Wales.
- 13.2. Each party irrevocably agrees to submit to the exclusive jurisdiction of the courts of England and Wales over any claim or matter arising under or in connection with this agreement.

This agreement has been entered into on the date stated at the beginning of it.

## Schedule 1 Adviser's certificate

[on headed notepaper of the adviser]

### Strictly Private and Confidential

For the attention of [ ]  
Royal Sussex County Hospital,  
Eastern Road,  
Brighton  
BN2 5BE

[INSERT DATE] 2023

Dear Madam,

I am writing in connection with the agreement between my client, [ ],  
and University Hospitals Sussex NHS Foundation Trust (Trust) of today's date and to  
confirm that:

1. I, [ ] am a [ ] with a current practising certificate issued by  
the [ ].
2. I have given [ ] advice on the terms and effect of the  
agreement and, in particular, its effect upon her/his/their ability to pursue the claims  
specified in **clause 5.1** and **Schedule 3** of the Agreement.
3. I gave the advice to [ ] as a relevant independent adviser  
within the meaning of the above acts and regulations referred to at **clause 5.4** of the  
Agreement.
4. There is now in force (and was in force at the time I gave the advice referred to  
above), a policy of insurance or an indemnity provided for members of a profession  
or professional body covering the risk of claim by in respect of loss arising in  
consequence of the advice I have given [ ].

Yours faithfully,

[ ]

## Schedule 2 Reference

PRIVATE AND CONFIDENTIAL

[DATE]

Dear [NAME],

[ ]

[ ].

Yours sincerely,

[ ]

On behalf of **University Hospitals Sussex NHS Foundation Trust**

### Schedule 3 Claims

Claims:

- (a) for breach of contract or wrongful dismissal;
- (b) for unfair dismissal, under section 111 of the Employment Rights Act 1996;
- (c) in relation to the right to a written statement of reasons for dismissal, under section 93 of the Employment Rights Act 1996;
- (d) for a statutory redundancy payment, under section 163 of the Employment Rights Act 1996;
- (e) in relation to an unlawful deduction from wages or unlawful payment, under section 23 of the Employment Rights Act 1996;
- (f) for unlawful detriment, under section 48 of the Employment Rights Act 1996 or section 56 of the Pensions Act 2008;
- (g) in relation to written employment particulars and itemised pay statements, under section 11 of the Employment Rights Act 1996;
- (h) in relation to guarantee payments, under section 34 of the Employment Rights Act 1996;
- (i) in relation to suspension from work, under section 70 of the Employment Rights Act 1996;
- (j) in relation to parental leave, under section 80 of the Employment Rights Act 1996;
- (k) in relation to a request for flexible working, under section 80H of the Employment Rights Act 1996;
- (l) in relation to time off work, under sections 51, 54, 57, 57B, 57ZC, 57ZF, 57ZH, 57ZM, 57ZQ, 60, 63 and 63C of the Employment Rights Act 1996;
- (m) in relation to working time or holiday pay, under regulation 30 of the Working Time Regulations 1998 (SI 1998/1833);
- (n) in relation to the national minimum wage, under sections 11, 18, 19D and 24 of the National Minimum Wage Act 1998;
- (o) for equal pay or equality of terms under sections 120 and 127 of the Equality Act 2010 and/or section 2 of the Equal Pay Act 1970;
- (p) for pregnancy or maternity discrimination, direct or indirect discrimination, harassment or victimisation related to sex, marital or civil partnership status, pregnancy or maternity or gender reassignment under section 120 of the Equality Act 2010 and/or direct or indirect discrimination, harassment or victimisation related to sex, marital or civil partnership status, gender reassignment, pregnancy or maternity under section 63 of the Sex Discrimination Act 1975;
- (q) for direct or indirect discrimination, harassment or victimisation related to race under section 120 of the Equality Act 2010 and/or direct or indirect discrimination,

- harassment or victimisation related to race, colour, nationality or ethnic or national origin, under section 54 of the Race Relations Act 1976;
- (r) for direct or indirect discrimination, harassment or victimisation related to disability, discrimination arising from disability, or failure to make adjustments under section 120 of the Equality Act 2010 and/or direct discrimination, harassment or victimisation related to disability, disability-related discrimination or failure to make adjustments under section 17A of the Disability Discrimination Act 1995;
  - (s) for direct or indirect discrimination, harassment or victimisation related to religion or belief under section 120 of the Equality Act 2010 and/or under regulation 28 of the Employment Equality (Religion or Belief) Regulations 2003;
  - (t) for direct or indirect discrimination, harassment or victimisation related to sexual orientation, under section 120 of the Equality Act 2010 and/or under regulation 28 of the Employment Equality (Sexual Orientation) Regulations 2003;
  - (u) for direct or indirect discrimination, harassment or victimisation related to age, under section 120 of the Equality Act 2010 and/or under regulation 36 of the Employment Equality (Age) Regulations 2006;
  - (v) for less favourable treatment on the grounds of part-time status, under regulation 8 of the Part-Time Workers (Prevention of Less Favourable Treatment) Regulations 2000 (SI 2000/1551);
  - (w) for less favourable treatment on the grounds of fixed-term status, under regulation 7 of the Fixed-Term Employees (Prevention of Less Favourable Treatment) Regulations 2002 (SI 2002/2034);
  - (x) under regulations 27 and 32 of the Transnational Information and Consultation of Employees Regulations 1999 (SI 1999/3323);
  - (y) under regulations 29 and 33 of the Information and Consultation of Employees Regulations 2004 (SI 2004/3426);
  - (z) under regulations 45 and 51 of the Companies (Cross-Border Mergers) Regulations 2007 (SI 2007/2974);
  - (aa) under paragraphs 4 and 8 of the Schedule to the Occupational and Personal Pension Schemes (Consultation by Employers and Miscellaneous Amendment) Regulations 2006 (SI 2006/349);
  - (bb) under sections 68A, 87, 137, 145A, 145B, 146, 168, 168A, 169, 170, 174 and 192 of the Trade Union and Labour Relations (Consolidation) Act 1992;
  - (cc) in relation to the obligations to elect appropriate representatives or any entitlement to compensation, under the Transfer of Undertakings (Protection of Employment) Regulations 2006 (SI 2006/246);
  - (dd) in relation to the right to be accompanied under section 11 of the Employment Relations Act 1999;

- (ee) in relation to refusal of employment, refusal of employment agency services and detriment under regulations 5, 6 and 9 of the Employment Relations Act 1999 (Blacklists) Regulations 2010 (SI 2010/493);
- (ff) in relation to the right to request time off for study or training under section 63I of the Employment Rights Act 1996;
- (gg) in relation to the right to equal treatment, access to collective facilities and amenities, access to employment vacancies and the right not to be subjected to a detriment under regulations 5, 12, 13 and 17(2) of the Agency Workers Regulations 2010 (SI 2010/93);
- (hh) in relation to the right to a written statement and the right not to be unfairly dismissed or subjected to detriment under regulations 4 and 5 of the Agency Workers (Amendment) Regulations 2019 (SI 2019/724);
- (ii) in relation to personal injury, of which the Employee is or ought reasonably to be aware at the date of this agreement;
- (jj) for harassment under the Protection from Harassment Act 1997;
- (kk) for failure to comply with obligations under the Human Rights Act 1998;
- (ll) for failure to comply with obligations under the Data Protection Act 1998, the Data Protection Act 2018, the General Data Protection Regulation ((EU) 2016/679) as it has effect in EU law, or the UK GDPR as defined in section 3(10) and section 205(4) of the Data Protection Act 2018;
- (mm) arising as a consequence of the United Kingdom's membership of or withdrawal from the European Union, including but not limited to any claim arising under EU treaties or EU legislation as given effect in England and Wales until 11pm on 31 December 2020, and any claim under the European Union (Withdrawal) Act 2018, the European Union (Withdrawal Agreement) Act 2020 or the European Union (Future Relationship) Act 2020;
- (nn) arising under retained EU law as defined in section 6(7) of the European Union (Withdrawal) Act 2018; and
- (pp) in relation to the right not to be subjected to a detriment under regulation 3 of the Exclusivity Terms in Zero Hours Contracts (Redress) Regulations 2015 (SI 2015/2021).

