

Our Ref: ULT002-0569578  
Your Ref:  
12 February 2013

Mr Gary Walker  
gary.walker@modernleader.co.uk

## BY E-MAIL ONLY

Dear Sir

### Our client: United Lincolnshire Hospitals NHS Trust

We are instructed by the Trust to write to you regarding the agreement that was reached between you and the Trust in 2011.

We understand that you have either provided an interview or are proposing to provide an interview to the BBC Today programme tomorrow morning.

Having seen an outline of the issues, we have advised our client that if you have provided an interview or should this interview proceed you will be in clear breach of the agreement and as a result the Trust would be entitled to recover from you the payments made under the agreement and any costs including its legal costs.

You will recall that, having taken independent legal advice from your solicitor and barrister that you agreed to withdraw all of your allegations and your Employment Tribunal claims through the agreement, the terms of which you also took advice on. In return for agreeing to the terms in the Compromise Agreement, a payment was made to you.

Within the Agreement were a number of relevant provisions including (but not limited to):-

### 5 - Confidentiality of Agreement

- 1.1 You warrant that you have not disclosed to anyone (other than your immediate family in confidence or to your professional advisers in connection with the conclusion of this Agreement) the terms of this Agreement. You undertake to take all reasonable steps to ensure that your partner and immediate family and/or the witnesses who were to give evidence on your behalf in your tribunal claim do not disclose to anyone the terms of this Agreement.
- 1.2 You undertake that you will not disclose in the future to anyone the terms of this Agreement (except to your partner and immediate family in confidence and your professional advisers or where required by any competent authority or by a Court of Law or Her Majesty's Revenue

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and Customs).

- 1.5 Should you breach the term relating to confidentiality, you will immediately repay to the Trust, on demand, all sums paid under this Agreement in full and you agree that we may recover the Compensation Sum from you as a debt, together with our reasonable costs, including reasonable legal fees, in doing so and you hereby indemnify the Trust for any losses suffered as a result thereof, including all reasonable legal and professional fees incurred.

## **6 - Statements**

- 1.1 You will not make any detrimental or derogatory statements about your Employment, its termination, the Trust or any of its Associated Persons [as defined] and shall take reasonable steps to ensure that the witnesses who were to give evidence in the above proceedings do not make such statements.
- 1.3 You agree that the dispute between you and the Respondent, the East Midlands SHA, the Department of Health and the Appointments Commission is hereby at an end and shall not repeat the allegations contained in your witness statements which were served on the Respondent during the proceedings. You agree to take reasonable steps by asking the other witnesses to abide by the same duties of confidentiality as are agreed by you under this Agreement.
- 1.4 Should either Party (or NHS Body) be approached by the media for a comment on these Proceedings, they should say as follows: "the Parties have reached an amicable resolution of the differences between them." No further statement shall be made by either Party or NHS Body.

## **7 – Confidential Information**

- 1.1 You undertake that you will not disclose to any person any Confidential Information concerning any matter relating to the business or affairs of the Trust or any of its Associated Persons, suppliers and clients/customers/patients which Confidential Information has been acquired by you in the course of your employment.

## **12 – Full and Final Settlement**

- 1.2 In entering this Agreement and paying the Compensation Sum to you we are relying on the warranties and undertakings you have given in this Agreement.

In the circumstances, the Trust requires **by return** the following:-

- (1) a written explanation from you as to the steps you have taken to ensure that the terms of the agreement were fully complied with including your obligations in respect of your witnesses;
- (2) a written undertaking from you reconfirming the terms of the Compromise Agreement and the steps you will take going forward to ensure compliance with those terms;

- (3) if you have already recorded an interview an written undertaking that you will immediately inform the Today Programme that you no longer wish to participate and that you wish to withdraw the statements that you have made.

We look forward to hearing from you by return and in advance of any programme/broadcast.

Should you continue with the proposed interview, then the Trust reserves its position in respect of recovering the payments made to you including its legal costs.

We have also copied this to your solicitor who was instructed by you at the time. If you are no longer represented by them, please confirm.

Yours faithfully

DAC Beachcroft LLP  
**This correspondence has been electronically transmitted  
and therefore bears no signature**

**cc. Slater and Gordon – Ivor Adair by email (IAdair@rjwslaterguson.co.uk)**