

## CASE STUDY MATERIALS

June 2017  
Level 3  
THE PRACTICE OF EMPLOYMENT LAW  
Subject Code L3-13



## THE CHARTERED INSTITUTE OF LEGAL EXECUTIVES

### UNIT 13 – THE PRACTICE OF EMPLOYMENT LAW\*

### CASE STUDY MATERIALS

#### Information for Candidates on Using the Case Study Materials

- This document contains the case study materials for your examination.
- In the examination, you will be presented with a set of questions which will relate to these case study materials. You will be required to answer **all** the questions on the examination paper.
- You should familiarise yourself with these case study materials prior to the examination, taking time to consider the themes raised in the materials.
- You should take the opportunity to discuss these materials with your tutor/s either face-to-face or electronically.
- It is recommended that you consider the way in which your knowledge and understanding relate to these case study materials.

#### Instructions to Candidates Before the Examination

- You will be provided with a clean copy of the case study materials in the examination.
- You are **NOT** permitted to take your own copy of the case study materials or any other materials including notes or textbooks into the examination.
- In the examination, candidates must comply with the CILEx Examination Regulations.

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\* This unit is a component of the **CILEx LEVEL 3 PROFESSIONAL QUALIFICATIONS** and **LEVEL 3 LEGAL SERVICES KNOWLEDGE QUALIFICATIONS**

**ADVANCE INSTRUCTIONS TO CANDIDATES**

You are a trainee lawyer in the firm of Kempstons, The Manor House, Bedford, MK42 7AB. The firm is a busy high street practice with a successful employment department. Your supervisor is David Ross, a partner with the firm.

David Ross has sent you a memorandum concerning a new client, Kempston Accounts Ltd. David has also sent you a letter that he has received from another new client, Mario Dawson. You are asked to familiarise yourself with all documentation provided in advance of your meeting with the clients.

**Document 1**            Memorandum from David Ross regarding Kempston Accounts Ltd

**Document 2**            Kempston Accounts Ltd – extract from Contract of Employment

**Document 3**            Letter from Mario Dawson

**Document 4**            Memorandum regarding advice clinic

**DOCUMENT 1**

**MEMORANDUM**

To: Trainee Lawyer  
From: David Ross  
Date: (today)  
Re: New client – Kempston Accounts Ltd

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Lucille Whitworth is the Human Resources Manager at Kempston Accounts Ltd, a large and successful accountancy firm in Kempston. Lucille seeks your advice in respect of some issues that have arisen with two of the firm's employees: Helen and Michaela.

Helen Cartwright

Helen has worked for Kempston Accounts Ltd as a senior management accountant for five years. Helen handed in her notice yesterday, as she has been offered another job with Superb Accountancy Services Ltd. Superb Accountancy Services Ltd is a large accountancy firm with offices in Kempston, and is Kempston Accounts Ltd's main competitor.

Lucille states that Helen is aware of a great deal of information about a number of Kempston Accounts Ltd's most important clients. Lucille is concerned that Helen will use her notice period to seek to persuade clients of Kempston Accounts Ltd to take their business to Superb Accountancy Services Ltd. Lucille would prefer it if Helen did not come into work for her notice period.

Lucille is also concerned that, after Helen leaves Kempston Accounts Ltd, she may seek to persuade clients to take their business to Superb Accountancy Services Ltd. Lucille is also worried that Helen may seek to persuade other key employees of Kempston Accounts Ltd to 'follow her' and go to work for Superb Accountancy Services Ltd.

Lucille has provided me with an extract from Helen's contract of employment (**Document 2**) and seeks our advice.

Michaela Jones

Michaela started working for Kempston Accounts Ltd three years ago as an administrative assistant. She works full-time and has recently told Lucille that she is intending to adopt a child. Michaela has said she would like some time off to care for the child. Michaela has also said that when she returns to work she will ask to reduce her hours so that she works three days per week. Lucille also seeks our advice in respect of this matter.

Thank you

David

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**DOCUMENT 2**

**EXTRACT FROM CONTRACT OF EMPLOYMENT**

THIS AGREEMENT made 5 January 2012 between:

1. Kempston Accounts Ltd (company registration number 0123456) of 10 Fore Street, Kempston, Bedford ('the Employer'); and
2. Helen Cartwright of 1 Monument View, Kempston, Bedford ('you')

IT IS AGREED:

**1. COMMENCEMENT OF EMPLOYMENT**

- 1.1. Your Employment with the Employer commenced on 5 January 2012.

**2. JOB TITLE AND DUTIES**

- 2.1. You are employed as a Senior Management Accountant. You will be required to undertake such additional duties as the Employer may reasonably require from time to time.
- 2.2. You will not, during your Employment, except with the written consent of the Employer, be directly or indirectly engaged, concerned or interested in any other business or occupation whatsoever.

**3. PLACE OF WORK**

- 3.1. Your normal place of work is at 10 Fore Street, Kempston, Bedford.

**4. COVENANTS**

- 4.1. You will not for the period of 12 months after the termination of your Employment, without the prior written consent of the Employer, either alone or jointly with or on behalf of any person directly or indirectly carry on or set up or be employed or engaged by or otherwise assist in or be interested in any capacity in a business anywhere within the United Kingdom which is in competition with the business carried on by the Employer at the date of such termination.
- 4.2. You will not at any time during the continuance of the agreement and for the period of 12 months after the termination of your Employment, without the prior written consent of the Employer, either alone or jointly with or on behalf of any person directly or indirectly in connection with the carrying on of any business in competition with the Employer solicit or entice away from your Employer any client who has at any time during the period of 12 months immediately preceding the date of such termination had dealings with or been in the habit of dealing with the Employee.
  - 4.2 (i) You will not at any time during the continuance of the agreement and for a period of 12 months after the termination of your Employment, directly or indirectly and whether on your own behalf or on behalf of any third party solicit, entice away or employ any employee of the Employer.

**CASE STUDY MATERIALS**

- 4.3 You will not at any time during the continuance of the agreement or for the period of 12 months after the termination of your Employment, without the prior written consent of the Employer, either alone or jointly with or on behalf of any person directly or indirectly seek to procure orders for business from or the custom of or otherwise have business dealings with any person, firm or company who during the 12 months immediately preceding the date of such termination has been a client of the Employer with whom the Employee has had such dealings with or been in the habit of dealing with.

**[END OF EXTRACT]**

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**DOCUMENT 3**

**LETTER FROM MARIO DAWSON**

Mario Dawson  
1 Sandyfield Road  
Kempston  
MK42 1AA

8 June 2017

Dear Mr Ross,

I have an appointment to see you next Tuesday in respect of my recent dismissal from my job as a coach driver for Greene Coaches. I thought it might help you if you had some background information on what has happened, before our meeting.

Greene Coaches is a small coach company, owned by Raj Sidhu, which runs luxury coach tours in the UK and other parts of Europe. I started working for Raj Sidhu on 20 May 2014. Apart from one incident about a year ago, when I had an argument with another employee and received a written warning, there have been no issues with my employment, but that warning expired in January 2017.

I had a week's annual leave between 21 and 28 May 2017. On the Wednesday of that week, I went out with some friends to celebrate my birthday. I had a little too much alcohol to drink and then a man came up and started threatening me. The man went to punch me and I hit him back and we got into a fight. I was arrested by the police but once I explained to them what had happened they decided to take no further action against me.

When I returned to work on 29 May 2017, Raj had found out about the fight and my subsequent arrest and was furious. He had seen a picture of me being arrested posted on Facebook. Unfortunately, I was wearing a t-shirt with the firm's logo on it at the time. Raj called me into his office and told me that I was 'fired immediately'. Raj said that I had brought shame on the firm and that he was worried that customers would not use us anymore. Raj escorted me off the premises. Raj has paid me until the end of April 2017 but has said that I won't get 'a penny more' from him.

I have never had anything in writing from Raj. I look forward to meeting you next Tuesday as I would really like to take some action against Raj.

Regards

Mario Dawson

**DOCUMENT 4**

**MEMORANDUM**

To: Trainee Lawyer  
From: A Jones (Secretary)  
Date: (today)  
Re: Advice clinic

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I understand from David that you are running this week's advice clinic. We have only had two enquiries so far but they are usually booked in at the last minute, so you may be busy. David suggested you may need some preliminary details to help you consider what issues may arise when you see them.

The clients so far for this week's advice clinic are as follows:

1. Eddie Smith – 4.30 pm

Eddie works for a local furniture store and has received a letter informing him that he is being made redundant as the shop is closing as the elderly owners are retiring. Eddie seeks our advice.

2. Brenda Morrison – 5.00 pm

Brenda recently applied for a job at a local manufacturing firm. She said that the interview went very well and she is well qualified for the job. However, the job would require her to work shifts from 2 pm to 10 pm five days per week. Brenda did not get the job. The employer told her that, although she was a good candidate, they were concerned that her childcare commitments would not be compatible with the shift pattern, as she has three young children. Brenda seeks our advice.

Thank you

Angela

**End of Case Study Materials**

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