

Camphill Village Trust – Settlement Agreement

1. Principles

The parties agree that this agreement should be informed by the following (non-exhaustive) principles:

- a. the need for regulatory and contractual compliance.
- b. diversity of service provision in CVT communities – a ‘mixed portfolio’ of offerings including shared living and co-working¹.
- c. a recognition of the current fragility of trust and relationship between the parties and their mutual commitment to give the process the best opportunity possible to succeed while being mindful of the challenges along the way.
- d. the dates in this agreement are, unless otherwise indicated, long stop dates; the parties will endeavour to achieve progress more quickly wherever possible.
- e. the Effective Date is 31 January 2016 and may be extended by the agreement of the parties in the event that progress is being made towards the goals below but that progress has been slower than anticipated.

2. Sale of Assets

CVT confirms that the present financial position of CVT is not such that CVT needs to contemplate the sale of assets and/or land at Botton, Delrow or the Grange. There are currently no such plans.

3. Guest Volunteers

CVT has expressed the view that Guest Volunteers should not deliver commissioned social care for reasons arising from the tax and employment status of Guest Volunteers and associated National Minimum Wage issues. Agreement has not yet been reached on this issue.

CVT will produce a simple guide explaining the reasons for CVT’s concerns, and seek to identify whether there are other potential solutions, by Monday, 20 July 2015. The parties will engage positively in dialogue to clarify understanding of the problem and this will include further engagement with the rotas.

To allow the time necessary to resolve this issue, CVT has confirmed that it will not object to the continued provision of commissioned care work by specific Guest Volunteers not listed

¹ It is acknowledged that there are different interpretations between the parties of the definition of a co-worker. This document does not seek to resolve that difference.



in the Court Order of 1 April 2015 on the specific rotas agreed in the period leading up to mediation.

If a resolution cannot be agreed between the parties before 31 July 2015, the matter shall be resolved in accordance with the resolution procedure set out at paragraph 11 below.

4. Delrow

CVT anticipates that within 6 months (i.e. by 31 December 2015) it will have residential employment for 2 or 3 of the following houses at Delrow:

- St Johns
- Delrow Edge
- Delrow House

Final plans as to the most appropriate houses have not been determined.

CVT will meet representatives of the Delrow claimants within 2 weeks i.e. by 20 July 2015 to engage in further dialogue about these proposals. This meeting will also address the issues around local governance as set out below.

5. Botton

The following principles are accepted by CVT:

- (i) That shared living is desirable within a mixed portfolio at Botton.
- (ii) The benefit of existing relationships between co-workers and beneficiaries
- (iii) That the co-workers seek as much autonomy as possible from line management by CVT


The parties have agreed to focus on the houses that are subject to the court undertakings and have agreed to:

A. Share Information

CVT will

- (i) within 2 weeks i.e. by 20 July 2015:
 - meet or speak to Shared Lives about their ability to deliver the joint presentation referred to below, confirm to Shared Lives that they can liaise directly with the Claimants and then report back to the claimants.
 - provide written materials on Personal Budgets and proposed dates for a meeting (see below).
- (i) by the end of July 2015:
 - provide the claimants with factsheets and information on the Shared Lives model.

B. Joint presentations



By 15 September 2015 CVT will have:

- held a presentation for all interested parties by Shared Lives on the Shared Lives model
- held a presentation for all interested parties on Personal Budgets by a suitable expert.

The parties will meet before the end of September 2015 to review the position and agree an action plan for the next phase of exploring the Shared Lives model and Personal Budgets at Botton which will include feasibility and implementation. At that meeting, CVT will respond to the claimants' questions about renting workshops and security of tenure for co-workers.

The mediation proposal: The claimant Co-workers wish to continue to explore the proposal they presented at the mediation. CVT has indicated no intention to agree to this proposal.

The current undertaking will remain in place. CVT and the Botton Co-workers agree that they will continue to meet and keep open dialogue.

6. Shared Living

- a. It is agreed that CVT have a commitment to shared living and co-working within a mixed portfolio.
- b. CVT have stated that they require there to be self-contained but connected accommodation with a separate entrance but recognise the importance of the family environment and will not require separate entrances to be used or internal dividing doors to be closed save in specific situations such as where a safeguarding concern is raised or at the choice of the workers or their family or beneficiaries.
- c. It is agreed that mealtimes are an essential part of shared living and that it is expected as a general principle that mealtimes will be spent together, unless the beneficiary, or the worker or their family, choose otherwise.

7. Membership and Trustees/Observers

The claimants will by 10 July 2015 provide c.v.s for each of the people listed in Schedule 1 ('Potential Trustees').

CVT will select by 15 August 2015 two individuals from the Potential Trustees having reviewed their c.v.s and if necessary met some of them and invite two of the Potential Trustees to attend meetings of CVT's board of trustees as observers. It is agreed that:

- (i) one of them will become a trustee of CVT on the Effective Date,
- (ii) the other will become a trustee of CVT as and when the next vacancy for a family member trustee arises,



Should it arise that either of the agreed observers do not meet the criteria for Trustees (given that their appointment is subject in each case to meeting the legal and regulatory criteria for being a charity trustee of a registered provider with CQC and the requirements of CVT's articles of association) it is agreed that an alternative trustee will be appointed from the list in Schedule 1.

CVT agree that on the Effective Date, CVT will, unless the parties can agree a preferred option, adopt a new membership policy including the principle that all CVT beneficiaries are entitled to have at least one relative/guardian/family member as a CVT company member – without preconditions.

At the first liaison meeting (as described below) in October 2015, the parties will agree an orderly procedure for approaching the registered next of kin of all CVT beneficiaries at that date.

8. Local Governance

- a. Both parties accept that some form of local involvement by family members of beneficiaries is a good idea and to the benefit of all parties.
- b. The parties agree that this would not be a decision-making body and is in addition to CVT's existing family forum
- c. The body is for information exchange in a 2-way process.
- d. It is agreed that this will be piloted at Delrow and if successful will be considered at the Grange and Botton
- e. It is recognised that the Claimants would like to see Co-workers involved as part of this body, but that some concern has been expressed about multi-stakeholder involvement. This is an issue to address over time within the pilot
- f. The parties will meet within 2 weeks, i.e. by 20 July 2015, in order to agree how to start the pilot. In the first instance those attending will be representatives of CVT including local management and Delrow families.
- g. Without seeking to have drafted an exhaustive list, nor to limit either CVT or the Claimants to only these issues, the types of issues to be discussed may include those set out in the handwritten exhibit to this agreement

9. Stay of Legal Proceedings

- a. It is agreed that the parties will make a joint application to stay the proceedings until the end of January 2016. It is hoped that by January 2016, the parties will have made sufficient progress such that the Claimants can withdraw their application with no order as to costs. For the avoidance of doubt this will be by way of full and



final settlement of the court proceedings (claim number HC2015-001190) together with any claim relating to the Membership Issues set out in the draft amended Particulars of Claim which were annexed to the Claimants Mediation Position Statement.

- b. If the Effective Date is extended by agreement beyond 31 January 2016 the parties will make a further joint application to extend the stay of proceedings accordingly.

10. Mediated liaison – 3 monthly

- a. It is agreed by the parties that there should be a mediated meeting every 3 months, i.e. in October 2015, January 2016 and if necessary at three monthly intervals thereafter in order to assess the progress and to ensure that steps are being taken to progress the matters as otherwise set out in this agreement.
- b. The cost of the mediator shall be shared by the parties and the parties agree that the mediator shall be Fiona Colquhoun if available.
- c. At the conclusion of each mediated meeting the parties shall endeavour to agree a press statement.

11. Crisis dispute resolution

- a. The parties agree that should there be any issues with the implementation of this agreement, the following steps will be taken:
 - i. In the first instance the parties will use their best endeavours to resolve the matter, recognising the fragility of the situation and giving the process the best opportunity to succeed
 - ii. If this needs to be escalated, the parties' lawyers will seek on a without prejudice basis to reach an agreed settlement
 - iii. If the matter cannot be resolved by the parties' lawyers, it is agreed that before seeking to restore the matter to court the parties will seek an urgent mediated meeting. Both parties shall use their best endeavours to ensure that meeting takes place within 7 days and in any event in no more than 14 days.
 - iv. The parties will agree within 14 days i.e. by 16 July 2015 the identity of 3 mediators whom they would be content to undertake the meeting at point iii above, and that any of the 3 can be instructed subject to their availability.

12. Employment claims

- a. The Claimants agree to take all reasonable steps to stay all or any Employment Tribunal Action until 31 January 2016 on behalf of all individuals who have submitted early conciliation claims to ACAS.



- b. In the alternative, CVT may make a formal offer to settle all employment claims made against the charity
- c. The Claimants shall use all reasonable endeavours to encourage any other employment litigant of which they are aware to accept one or other of the above proposals.

13. Action for Botton

The Claimants shall use all reasonable endeavours to ensure that there is no negative campaigning activity – to include for example press statements, blogs, websites etc – in relation to CVT by AfB or AfG or any other individual or group.

14. PFHA – no claim

The Claimants will revert to the crisis dispute resolution process at paragraph 12 before bringing a claim under the Protection from Harassment Act 1997 and will use their best endeavours to ensure that no claim or threats to bring a claim are made by AfB, AfG or any other individual or group.

15. Joint statement

The parties have agreed to the release of a joint press statement

THIS DOCUMENT IS AGREED BY ALL PARTIES

H. Harrison

HENRY EJ HARRISON
OF ANTHONY COMINS SOLICITORS WLP 3.7.15
ON BEHALF OF CVT, THE DEFENDANTS

HR
Alexandra Rose
ON BEHALF OF THE CLAIMANTS

3RD JULY 2015

HR

Schedule 1

Alan CATZEFLIS

Stephen FLETCHER

Jeremy YOUNG

Nigel HARLEY

AR ~~STON~~

