

**DATED** \_\_\_\_\_

**(1) << >>**

**(2) << >>**

**SETTLEMENT AGREEMENT  
WITHOUT PREJUDICE**

**THIS AGREEMENT** is made the                      day of

**BETWEEN:**

- (1)    <<Name of Part1>> a company registered in <<Country of Registration>> under number <<Company Registration number>> whose registered office is at <<Registered office>> (hereinafter referred to as “we”, “us” or “the Company”); and
- (2)    <<Name of the employee>> of <<Address>> (hereinafter referred to as “you”)

**WHEREAS:**

This Agreement is Without Prejudice to any current negotiation with regard to resolution of <<the Issue>> as detailed in Schedule 1.

**IT IS AGREED** as follows:

**1.       Definitions and Interpretation**

In this Agreement the following terms shall have the following meanings:

- 1.1    “Company” shall include the successors in title and assigns of the Company.
- 1.2    An “Associated Company” includes any firm, company, corporation or other organisation which:
  - 1.2.1   is directly or indirectly controlled by the Company; or
  - 1.2.2   directly or indirectly controls the Company; or
  - 1.2.3   is directly or indirectly controlled by a third party who also directly or indirectly controls the Company; or
  - 1.2.4   is the successor in title or assign of the firms, companies, corporations or other organisations referred to above.

**2.       Date of Termination**

Your period of employment with the Company will terminate on <<Insert Date>> (“the Date of Termination”).

**3.       Pay and Expenses**

- 3.1    You will receive from the Company <<Insert Amount>> in full and final settlement of services rendered up to and including the Date of Termination.
- 3.2    Further and without prejudice to clause 3.1, you will receive from the Company in full and final settlement <<Insert Amount>> in lieu of holidays earned and as yet untaken up to and including the Date of Termination.
- 3.3    [Further and without prejudice to clause 3.1, you will receive from the Company <<Insert Amount>> in full and final settlement for Bonus or Commission earned up to and including the Date of Termination.]

**4.       [Gardening Leave**

The Company reserves the right to require you not to attend at work and/or not to undertake all or any of your duties of employment during any period of notice up to the Date of Termination, provided always that the Company shall continue to pay your salary and provide employee benefits (apart from the Company car) in such



11. **Post-termination duties of care**

You shall observe the post-termination duties of care set out in Schedule 2 hereto.

12. **[Reference]**

The Company undertakes to provide you with a reference for you on request on termination of your employment. This reference shall be an accurate and fair reflection of your employment by the Company.

13. **Severability**

The various provisions and sub-provisions of this Settlement agreement and attached Schedule are severable, and if any provision or identifiable part thereof is held to be invalid by any court of competent jurisdiction, then such invalidity or unenforceability shall not affect the validity or enforceability of the remaining provisions or other identifiable parts.

14. **Confirmation of independence**

You confirm that you have received independent legal advice from a professionally qualified individual who is independent of the Company pursuant to section 203 of the Employment Rights Act 1996. You confirm that you have received this advice with regard to this Settlement agreement and that you have freely and voluntarily signed the Agreement, excluding your right to make a claim in relation to the Settlement at the Courts of England and Wales or at any Employment Tribunal.

15. **Statutory Requirements**

The conditions regulating the operation of the Employment Rights Act 1996 and Employment Act 2002 are satisfied in relation to this agreement. The conditions regulating the operation of the Employment Rights Act 1996 and Employment Act 2010 are satisfied in relation to this agreement.

16. **Governing Law**

This Settlement agreement shall be governed by and construed in accordance with the laws of England and Wales.

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[Solicitor of the Supreme Court,  
v Society] OR [a Barrister] OR [an  
certified advice centre worker] and,  
cy of insurance/and are covered by  
at I have advised the employee as  
t in relation to their rights to [bring]  
ent tribunal.

&lt;&lt;Name and Title of claimant's legal

in the Equality Act 2010 has an ant and would otherwise sign the equality Act 2010 it is only relevant equality Act 2010 appears to provide for settlement agreement is not an equality Act. This is also the case if during the course of the issue. This is not able to advise on the ability to sign the above statement. Any settlement agreement from 1<sup>st</sup> April 2010 came into force) potentially refer to the Home Secretary and the Home Office, while we wait for appropriate guidance to use ACAS to advise on claims.

**WHEREAS**

## History of the Issue

1. This Settlement agreement is made between the Company and the Director about pursuant to the following event(s):
  - 1.1 << Dates of Events >>
  - 1.2 << Details of what has happened >>
2. << Details of further Issues >>
3. The following Disciplinary Proceedings have been undertaken with regard to the above incident:
  - 3.1 << Disciplinary Proceedings >>
  - 3.2 << Grievance Proceedings >>

## Rescission of Right to Make Claim

4. Following this Settlement the Director agrees not to pursue or bring any claim in any Court or England and Wales in relation to the termination of the Director's employment set out in Schedule 1.

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writing to supply goods or services, or details of particular transactions, or goods or services, or a course of discussions regarding goods or services.

whom the Company has provided details of particular transactions, or goods or services, or a course of discussions regarding goods or services.

4.3 "Company Employee" means any person who was employed by the Company or any Associated Company, or with whom you have had substantial personal contact or dealings in the course of employment or who reported directly to you and

any person who was employed by the Company or any Associated Company, or with whom you have had substantial personal contact or dealings in the course of employment or who reported directly to you and

4.3.1 who had material involvement in performing the duties of the Company or any Associated Company;

any person who had material involvement in performing the duties of the Company or any Associated Company;

4.3.2 who possessed confidential information during the course of employment with the Company or any Associated Company;

any person who possessed confidential information during the course of employment with the Company or any Associated Company;

4.3.3 whose duties involved the development of any product or service or the provision of technical or product support; or

any person whose duties involved the development of any product or service or the provision of technical or product support; or

4.3.4 who was a member of the senior management team of the Company or any Associated Company.

any person who was a member of the senior management team of the Company or any Associated Company.

4.4 "Termination Date" means the date on which the employment terminates in clause 2 of The Agreement.

the date on which the employment terminates in clause 2 of The Agreement.

4.5 "Relevant Period" means the period of 12 months immediately preceding the Termination Date.

the period of 12 months immediately preceding the Termination Date.

4.6 "Company" and "Associated Company" shall have the meaning ascribed to them in Clause 1 of the Agreement.

shall have the meaning ascribed to them in Clause 1 of the Agreement.

## 5. Severability

The provisions in clause 1 of the Agreement regarding severability shall apply equally to this Schedule.

The provisions in clause 1 of the Agreement regarding severability shall apply equally to this Schedule.

## 6. Undertaking

You agree that in the event of your termination of employment with the Company or during the course of your employment with the Company, you shall provide to such person, company, business entity or other organisation an offer of employment or a copy of the Terms and Conditions.

person, company, business entity or other organisation an offer of employment or a copy of the Terms and Conditions during your employment with the Company or during the course of your employment with the Company, you shall provide to such person, company, business entity or other organisation an offer of employment or a copy of the Terms and Conditions.

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