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

circumstances.]

5. Compensation

- 5.1 You will receive <<In for the termination of
- 5.2 The Compensation is and will be paid to yo
- 5.3 The first <<£30,000>

6. **Car**

- 6.1 [In addition to] OR [A return the Company Termination or as condition and all key the [transfer] OR [return to the condition to the condit
- 6.2 The being case it is a
 - 6.2.1 the <<total or payment of the Incom
 - 6.2.2 the Compan sum and tra income tax a
 - 6.2.3 agree they transfer>> a

7. Rescission of Right to Ma

You will not pursue or bri Employment Tribunal aga employment over <<the Iss

8. [Contribution to legal cos

The Company will give to y legal costs. This amount is

9. Company Property

On the termination of your in accordance with its specifications, software, methereof) and any other Companies (including but passes) which are in your put that you have complied with

10. Confidentiality

- 10.1 You shall not discle organisation whatso agreement.
- 10.2 [You shall not disclete organisation whatsoe

m the Company in Compensation

oting the terms of this agreement, <<Insert Method of Payment>>.

vill be tax free.

bayable under Clause 5 you shall by the Employee on the Date of Car must be in an undamaged ng to the Car shall be included in

of the <<payment, value of the car all(s) under sections 148 and 188 1988, and

s sum, transfer the Car or pay this deduction of or other liability for ntributions; and

nent, transfer or payment and to the Inland Revenue.

urt of England and Wales or any lation to the termination of your dule 1.

gross as contribution towards your

nmediately return to the Company ment, correspondence, records, other documents (and any copies the Company or its Associated pany car, keys, credit cards and control. You will confirm in writing this clause 8.

mpany, business entity or other or the details of this Settlement

mpany, business entity or other Settlement agreement.]

11. Post-termination duties d

You shall observe the post-

12. [Reference

The Company undertakes your employment. This re employment by the Compa

13. Severability

The various provisions and Schedule are severable, thereof is held to be invali then such invalidity or une the remaining provisions or

14. Confirmation of independ

You confirm that you have qualified individual who is a Employment Rights Act 19 regard to this Settlement a your right to make a claim or at any Employment Tribi

15. Statutory Requirements

The conditions regulating 1996 and Employment Act this agreement.

16. Governing Law

This Settlement agreemen the laws of England and W

et out in Schedule 2 hereto.

r you on request on termination of ccurate and fair reflection of your

ettlement agreement and attached sub-provision or identifiable part ny court of competent jurisdiction ect the validity or enforceability of iable parts.

egal advice from a professionally rice pursuant to section 203 of the ou have received this advice with ally sign the Agreement, excluding the Courts of England and Wales

under the Employment Rights Act act 2010 are satisfied in relation to

and construed in accordance with

IN WITNESS WHEREOF this Ag before written

SIGNED by

<<Name and Title of person signir for and on behalf of <<Company N

In the presence of <<Name & Address of Witness>>

SIGNED by

<<Employee>>

STATEMENT BY THE CLAIMANT I, << Name & Address of Witness currently in possession of a practisi Advocate] OR [a certified trade pursuant to section 203 ERA 1996, an indemnity provided for any mem to the terms and effect of this agre OR [continue] claims pursuant to Section 203 ERA 1996,

SIGNED by

<< Name and Title of claimant's lega

* NOTE Please be aware that a implication for the party who is a above statement. As the drafting where there is a potential discrinthat a lawyer/legal adviser advising independent legal adviser for the lawyer/legal adviser has acted interpretation would mean that settlement agreement and would using a lawyer/legal adviser in October 2010 (the date when unenforceable. The Law Society Government Equalities Office for Government clarification on this settlement agreements which de

executed the day and year first

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

in the Equality Act 2010 has an ant and would otherwise sign the uality Act 2010 it is only relevant ality Act 2010 appears to provide ir settlement agreement is not an ality Act. This is also the case if ing the course of the issue. This r is not able to advise on the le to sign the above statement. y settlement agreement from 1st 0 came into force) potentially or to the Home Secretary and the ore, while we wait for appropriate sable to use ACAS to advise on laims.



WHEREAS

History of the Issue

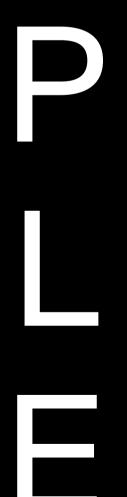
- This Settlement agreeme event(s):
 - 1.1 << Dates of Events >
 - 1.2 << Details of what ha
- 2. << Details of futher Issues
- The following Disciplinary regard to the above incider
 - 3.1 << Disciplinary Proce
 - 3.2 << Grievance Proced

Rescission of Right to Make Claim

 Following this Settlement Court or England and Wa relation to the termination Schedule 1. about pursuant to the following

ures have been undertaken with

pursue or bring any claim in any Tribunal against the Company in over the Issues detailed in this



POST

- You hereby agree that you the termination of your en with any person, company or indirectly:
 - solicit or assist in solicit or assist in solicit or assist in solicit.
 - 1.1.1 with whom y behalf of the
 - 1.1.2 with whom contact or of Period:
 - accept, or facilitate
 Company the custor within the categories
 - 1.3 [without prejudice to the acceptance of, or business of << >> o
- You hereby agree that you the termination of your empty or on behalf of any other whatsoever, directly or indi
 - 2.1 induce, solicit, entice leave such employm Termination Date; or
 - 2.2 accept into employm who:
 - 2.2.1 is a Compan
 - 2.2.2 had been a immediately
- 3. Paragraphs 1 and 2 above Associated Company were paragraphs will, with respe distinct covenant and the irraffect the validity or enforce other Associated Compan apply to those Associated whom you have been conciliated.
- The following words and e out below:
 - 4.1 "Customer" shall m whatsoever to whom
 - 4.2 "Prospective Custon organisation whatsoe

CTIONS

six months immediately following our own behalf or in conjunction organisation whatsoever, directly

ith the Company, the custom or tomer:

I personal contact or dealings on levant period; or

rectly to you have had personal e Company during the Relevant

leal with, in competition with the ustomer or Prospective Customer 1.1 above.

ph 1.2 above, accept, or facilitate with the Company, the custom or mpanies.]

six months immediately following own account or in conjunction with ness entity or other organisation

who is a Company Employee to is a Company Employee on the

or use the services of any person

lination Date: or

n any part of the three months on Date.

oply as though references to each ices to the Company. The said ompany, constitute a separate and ity of any such covenant shall not in favour of the Company or any that this Paragraph 3 shall only have given your services, or with int Period.

bove shall have the meanings set

company or other organisation ed goods or services.

person, firm, company or other any has made a specific offer in

writing to supply go details of particular t goods or services, or of discussions regard

- 4.3 "Company Employee or any Associated Cocontact or dealings in directly to you and
 - 4.3.1 who had ma in performing Associated (
 - 4.3.2 who possess the course Associated 0
 - 4.3.3 whose dutie services or t
 - 4.3.4 who was a i
- 4.4 "Termination Date" m
- 4.5 "Relevant Period" Termination Date.
- 4.6 "Company" and "As them in Clause 1 of the
- 5. Severability

The provisions in clause 1 apply equally to this Sched

6. Undertaking

You agree that in the event other organisation an offe Company or during the c Paragraphs 1 to 3 above, business entity or other organd Conditions.

whom the Company has provided or might be willing to supply such what had negotiations or a course of goods or services.

o was employed by the Company you have had substantial personal s of employment or who reported

mers or suppliers of the Company loyment with the Company or any

ess confidential information during nent with the Company or any

or development of any product or ical or product support; or

nent team of the Company or any

in clause 2 of The Agreement.

hths immediately preceding the

Il have the meaning ascribed to

.

ement regarding severability shall

erson, company, business entity or during your employment with the any of the restrictions set out in rovide to such person, company, urate signed copy of these Terms