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Employment Agreement

to contract

Without prejudice to section 111A of the Employment Rights Act 1996

THIS AGREEMENT is made between

BETWEEN:

- (1) <<Name of Company>> registered in England and Wales under number <<Company Number>> whose registered office is at <<Registered office>> (hereinafter referred to as "the Company"); and
- (2) <<Name of Employee>> (<<Address>> (hereinafter referred to as "you" or "the Employee"))

IT IS AGREED as follows:

1. Definitions

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

- 1.1 "Company" means the Company and its successors in title and assigns of the Company.
- 1.2 An "Associated Company" means any firm, company, corporation or other organization which is controlled by the Company; or
 - 1.2.1 controlled by the Company; or
 - 1.2.2 controls the Company; or
 - 1.2.3 controlled by a third party who also directly or indirectly controls the Company; or
 - 1.2.4 is a subsidiary or assign of the firms, companies, corporations referred to above.
- 1.3 "Claims" means any claims or causes of action that the Employee has or may have against the Company.
- 1.4 "Particular Claims" means any claims which the Employee and Company intend to be set out in Appendix 3, arising out of the Employee's employment or as set out in Appendix 3.
- 1.5 "Termination Date" means the date on which the employment has ended or will end, as determined in Appendix 3.
- 1.6 References in this Agreement shall include references to the plural where the singular is in the masculine include the feminine and vice versa.
- 1.7 The headings in this Agreement are for ease of reference and shall not affect the interpretation of the provisions of this Agreement.

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10.2 You agree immediately to refer any proceedings to the relevant employment tribunal or court that have already been presented to or are to be presented to an employment tribunal or court in connection with this Particular Claim.

Agreement to write to the relevant tribunal or court to withdraw any proceedings that have already been settled by this Agreement, and not to bring to any other court any claim which is a Particular Claim.

10.3 You and the Company agree that this Agreement is in full and final settlement of your Particular Claims.

their intention that this Agreement is in full and final settlement of your Particular Claims.

11. Legal Advice and Fees

11.1 You confirm that you have obtained independent legal advice as to the terms and effect of this agreement and your ability to pursue the claims specified in this Agreement from **[[Insert Name]]** of **[[Insert Name]]** **Firm OR Organisation** who is an independent adviser and who shall sign the certificate set out in clause 11.2.

11.1 You confirm that you have obtained independent legal advice as to the terms and effect of this agreement and your ability to pursue the claims specified in this Agreement from **[[Insert Name]]** of **[[Insert Name]]** **Firm OR Organisation** who is an independent adviser and who shall sign the certificate set out in clause 11.2.

11.2 [The Company will contribute towards your legal employment and tax.]

[[Amount]] gross as contribution towards your legal employment and tax. This amount is subject to the terms and conditions of the Settlement Agreement.

12. Company Property

On the termination of your employment in accordance with its terms and conditions, specifications, software, manuals and other documents (and any copies thereof) and any other property of the Company or its Associated Companies (including but not limited to passes) which are in your possession or control that you have complied with clause 12.

On the termination of your employment in accordance with its terms and conditions, specifications, software, manuals and other documents (and any copies thereof) and any other property of the Company or its Associated Companies (including but not limited to passes) which are in your possession or control that you have complied with clause 12.

13. Confidentiality and restrictions on disclosure

13.1 You agree that you will not disclose any information in connection with your employment which is confidential or otherwise subject to restrictions on disclosure under the terms and conditions of your employment which do not affect your right to make a public interest disclosure under the Public Interest Disclosure Act 1998 (PIDA).

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13.2 You acknowledge that the terms and conditions of your employment will continue to apply to you during your period of leave reduced by the period of your leave.

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13.3 The Company and Employees agree to keep the existence and terms of this Agreement confidential to their family or relevant professional advisers (provided that those persons agree to keep the information confidential and disclosure is required by law). For the avoidance of doubt, this obligation otherwise prevents you from making a public interest disclosure under the Public Interest Disclosure Act 1998.

13.3 The Company and Employees agree to keep the existence and terms of this Agreement confidential to their family or relevant professional advisers (provided that those persons agree to keep the information confidential and disclosure is required by law). For the avoidance of doubt, this obligation otherwise prevents you from making a public interest disclosure under the Public Interest Disclosure Act 1998.

14. Severability

The various provisions and

of the Settlement Agreement and attached

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Schedule and any other provision or sub-provision or identifiable part thereof is hereby made enforceable by any court of competent jurisdiction. Nothing shall not affect the validity or enforceability of the remaining provisions or identifiable parts.

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15. **Confirmation of independent legal advice**

You confirm that you have received independent legal advice from a professionally qualified individual to give such advice pursuant to section 203 of the Employment Rights Act 1996. You confirm that you have received this advice with regard to the terms and conditions of the Agreement, excluding the Company in the Courts of England and Wales and accordingly sign the Agreement, excluding the Company in the Courts of England and Wales

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16. **Employee's Representations and Warranties**

16.1 You represent and warrant that there are no circumstances of which you are aware which would amount to a material breach of the terms and conditions of employment which would justify summary dismissal.

Employee's Representations and Warranties

You represent and warrant that there are no circumstances of which you are aware which would amount to a material breach of the terms and conditions of employment which would justify summary dismissal.

16.2 You also represent and warrant that the Company has acted in reliance on these representations and warranties in entering into this Agreement.

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17. **Entire agreement**

17.1 This Agreement shall constitute the entire agreement between the parties and supersede all previous representations, terms and conditions, warranties and agreements, whether given and whether orally or in writing.

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17.2 No variation or amendment to this Agreement shall be effective unless it is agreed by both parties.

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18. **Governing Law**

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

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19. **Subject to contract**

This Settlement Agreement is deemed to be without prejudice and subject to contract until it is accepted by both parties and dated, when it shall be treated as a binding agreement.

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IN WITNESS WHEREOF this Agreement has been duly executed the day and year first before written

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SIGNED by

<<Name and Title of Company>>

SIGNED by

<<Name and Title of Company>>

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for and on behalf of <<Company Name>>

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

SIGNED by
<<Employee Name>>

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**Appendix 1
Independent Adviser**

I, <<insert name of
Solicitor of the Senior
OR <<AMEND AS A
I have given <<inse
agreement between
date (the Agreement
specified in Append

I also confirm that
referred to above)
profession or profes
consequence of the

SIGNED.....

DATE.....



whose address is <<insert address> am [a
of Wales who holds a current practising certificate]
<<insert name of employee>> a union official or advice worker>> and confirm that
I have given <<inse
al advice on the terms and effect of the
<<insert name of employee>> and <<insert Company name>> of today's
effect on their ability to pursue the claims

and was in force at the time I gave the advice
or an indemnity provided for members of a
the risk of claim in respect of loss arising in
<<insert employee name>>.

.....

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Appendix 2
Agreed reference

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- (o) for direct or indirect discrimination or victimisation related to religion or belief under section 120 of the Equality Act 2010;
- (p) for direct or indirect discrimination or victimisation related to sexual orientation, under section 10 of the Equality Act 2010;
- (q) for direct or indirect discrimination or victimisation related to age, under section 120 of the Equality Act 2010;
- (r) in relation to personal injury where the Employee is aware or ought reasonably to be aware of the injury, under section 10 of the Equality Act 2010;
- (s) for harassment under the Equality Act 1997;
- (t) for failure to comply with obligations under the Human Rights Act 1998;
- (u) for failure to comply with obligations under the Protection of Freedoms Act 2018.

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Appendix 4

Statutory Redundant

Start date: [DATE]

Termination of emp

Completed years of service: [NUMBER] years^[L]_[SEP]

Date of birth: [DATE]

Age at termination of service: [NUMBER] years^[L]_[SEP]

Gross weekly salary

Statutory cap on weekly salary: £[AMOUNT]^[L]_[SEP]

[NUMBER] of years at [NUMBER] years at [NUMBER] years at weekly salary = £[AMOUNT]

[NUMBER] years at [AMOUNT]

[NUMBER] years at [AMOUNT]: £[AMOUNT]^[L]_[SEP]

Total: £[AMOUNT]

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