

S

t Agreement

to contract

on 111A of the Employment Rights Act 1996

∩f

Without prejud

THIS AGREEMENT

BETWEEN:

- (1) <<Name of <<Company office>> (here)
- (2) <<Name of Employee")

IT IS AGREED as f

1. **Definitions**

In this Agree

- 1.1 "Comp
- 1.2 An "As organi
 - 1.2.1
 - 1.2.2
 - 1.2.3
 - 1.2.4
- 1.3 "Claim may h
- 1.4 "Partic to be s the ter
- 1.5 "Termi end, a
- 1.6 Refere plural a versa.
- 1.7 The he

gistered in England and Wales under number

whose registered office is at <<Registered
e", "us" or "the Company"); and

dress>> (hereinafter referred to as "you" or "the

shall have the following meanings:

ccessors in title and assigns of the Company.

ludes any firm, company, corporation or other

controlled by the Company; or

ntrols the Company; or

controlled by a third party who also directly or Company; or

or assign of the firms, companies, corporations referred to above.

ms or causes of action that the Employee has or

laims which the Employee and Company intend it, arising out of the Employee's employment or as set out in Appendix 3.

date on which the employment has ended or will

this Agreement shall include references to the s in the masculine include the feminine and vice

ht are for ease of reference and shall not affect

agement & Sales.

interpretation.

2. Background

- 2.1 The Employee has b <<employment start of
- 2.2 The Company and the terms set out in the
- 2.3 The Company enters

3. **Date of Termination**

Your period of employme <<Insert Date>> ("the Date be bound by the terms and

4. Pay, Benefits and Expens

- 4.1 You [have received (less tax and Nation and other contractual
- 4.2 Further and without print in full and final settle yet untaken up to and
- 4.3 [You will receive fr settlement for Bonus Termination.]

OR

[The Company will p (PILON), which will b PILON comprises <accrued but untaken HMRC purposes is <

- 4.4 The Company shall of way up to the Termin
- 4.5 You shall submit on usual way and the (incurred before the T

5. **Pension**

The Company shall notify [will terminate] **OR** [has a accrued pension entitlement

6. [Company Car

You shall purchase your co from the Company for <<in date, the Company shall pr in relation to the car, include mpany as <<state job title>> since

to settle the Particular Claims on

out any admission of liability.

terminated **OR** will terminate] on and the Company will continue to nt until the Date of Termination.

he Company <<Insert Amount>>
s) in respect of your basic salary
ling the Date of Termination.

ou will receive from the Company in lieu of holidays earned and as rmination.

sert Amount>> in full and final up to and including the Date of

> weeks' payment in lieu of notice onal Insurance contributions. This or salary, bonus or commission, of post-employment notice pay for

actual benefits to you in the usual

e>> your expenses claims in the e you for any expenses properly and way.

on scheme that your employment uest written confirmation of your le to you.

number <<insert number>>)
sert date>> and, on that
nt documents in our possession
ocument. From <<insert date>>.



you will become and fuel. The You agree the transfer to you

nning costs of the car including insurance, tax presentation as to the roadworthiness of the car. any income tax due in connection with the

7. [Gardening

The Compar not to under up to the Da pay your sal

8. **Settlement**

- 8.1 Subject will received the terestates
- 8.2 The S agreer Payme
- 8.3 The C Settler
- 8.4 You aç Insura
- 8.5 The C agreed referer consis

9. Conditions

The Compar relating to se section 288(1992, sectio Working Tim Minimum Wa Consultation Part-Time W 2000 (SI 200 of Less Favo 40(4) of the 2004/3426), Pension Sch Regulations Mergers) Re 2008 have b

10. Withdrawal

10.1 You a

equire the Employee not to attend at work and/or uties of employment during any period of notice ded always that the Company shall continue to e benefits in such circumstances.]

complying with the terms of this Agreement, you gross from the Company in Compensation for ment (the Settlement Payment). [This includes a calculated in accordance with Appendix 4].

pursuant to your accepting the terms of this you on <<Insert Date>> by <<Insert Method of

yee believe that [the first <<£30,000>> of] this ect to tax or National Insurance.

mpany for any further tax or employee's National espect of the Settlement Payment.

de the Employee with a reference in the terms n responding to a written or verbal request for a employer, will do so in a manner which is rence.

greements

and acknowledge that the conditions der section 147(3) of the Equality Act 2010, nd Labour Relations (Consolidation) Act ent Rights Act 1996, regulation 35(3) of the 998/1833), section 49(4) of the National 41(4) of the Transnational Information and ns 1999 (SI 1999/3323), regulation 9 of the ss Favourable Treatment) Regulations the Fixed-Term Employees (Prevention lations 2002 (SI 2002/2034), regulation tion of Employees Regulations 2004 (SI edule to the Occupational and Personal mployers and Miscellaneous Amendment) lation 62 of the Companies (Cross-Border 2974) and section 58 of the Pensions Act

iver

ent is in full and final settlement of all of the endix 3.

10.2 You agree immediate employment tribunal already been present to present to an employment Particular Claim.

10.3 You and the Compar is in full and final sett

11. Legal Advice and Fees

11.1 You confirm that you and effect of this ag pursue the claims sprim OR Organisation sign the certificate se

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

12. 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 passes) which are in your passes that you have complied with

13. Confidentiality and restri

13.1 You agree that you employment which r your terms and conditerms do not affect y a public interest dis (PIDA).

13.2 You acknowledge to number>> of your to will continue to apply reduced by the period

13.3 The Company and E
of this Agreement of
family or relevant pro
keep the information
the avoidance of do
otherwise prevents y
Public Interest Disclo

14. Severability

The various provisions and

Agreement to write to the relevant lraw any proceedings that have settled by this Agreement, and not other court any claim which is a

their intention that this Agreement ular Claims.

dent legal advice as to the terms ar on its effect on your ability to om <<Insert Name>> of <<Insert Idependent adviser and who shall

Amount>> gross as contribution vice on the termination of your sement. This amount is subject to

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 12.

d by the terms and conditions of see <<state clause number>> of or the avoidance of doubt, those herwise prevent you from making, lic Interest Disclosure Act 1998

n restrictions in <<state clause nployment dated <<insert date>> Date. [The period of each will be len Leave].

will keep the existence and terms eption of disclosure to immediate rided that those persons agree to lisclosure is required by law). For ot affect your right to make, nor blic interest disclosure under the

ettlement Agreement and attached

Schedule at thereof is he then such in the remaining

15. Confirmation

You confirm qualified ind Employment regard to thi your right to or at any Em

16. Employee's

- 16.1 You re aware breach dismis
- 16.2 You a repres

17. Entire agree

- 17.1 This A supers warrar
- 17.2 No va parties

18. **Governing**

This Settler the laws of E

19. Subject to d

This Settlem contract unt treated as a

IN WITNESS WHE before written

SIGNED by

<< Name and Title d

provision or sub-provision or identifiable part forceable by any court of competent jurisdiction ty shall not affect the validity or enforceability of sions or identifiable parts.

advice

independent legal advice from a professionally give such advice pursuant to section 203 of the confirm that you have received this advice with and accordingly sign the Agreement, excluding e Company in the Courts of England and Wales

arranties

at there are no circumstances of which you are be aware which would amount to a material ons of employment which would justify summary

Company has acted in reliance on these in entering into this Agreement.

e entire agreement between the parties and ents, representations, terms and conditions, never given and whether orally or in writing.

t shall be effective unless it is agreed by both

governed by and construed in accordance with

ejudice

deemed to be without prejudice and subject to ed by both parties and dated, when it shall be cing a binding agreement.

has been duly executed the day and year first

pany>>

agement & Sales.

for and on behalf of <<Company N

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

SIGNED by

<<Employee>>



Appendix 1 Independent Advis

I, <<insert name of Solicitor of the Seni **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 profe consequence of the

SIGNED.....

DATE.....

whose address is <<insert address> am [a | Wales who holds a current practising certificate] union official or advice worker>> and confirm that all advice on the terms and effect of the e>> and <<insert Company name>> of today's ffect 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 sert employee name>>.

....

Appendix 2

Agreed reference



Appendix 3

The Particular Clai

The matters listed b <sted b

The following emplo <<NOTE: if claims numbers and give b

The following poten employment:

<<NOTE: Delete an

- (a) for breach of
- (b) for unfair dis
- (c) in relation to of the Emplo
- (d) for a statuto Act 1996:
- (e) in relation to 23 of the Em
- (f) for unlawful section 56 or
- (g) in relation t section 11 o
- (h) in relation to 1996;
- (i) in relation to 1996;
- (j) in relation to
- (k) in relation to Rights Act 1
- (I) in relation to Regulations
- (m) for equal pa 2010;
- (n) direct or industrial discrimination of the Equali

hs.

de to an employment tribunal, list those claim

ne Employee's employment or the termination of

missal;

1 of the Employment Rights Act 1996;

ement of reasons for dismissal, under section 93

, under section 163 of the Employment Rights

from wages or unlawful payment, under section 6;

n 48 of the Employment Rights Act 1996 or

articulars and itemised pay statements, under Act 1996;

under section 34 of the Employment Rights Act

under section 70 of the Employment Rights Act

ction 80 of the Employment Rights Act 1996;

working, under section 80H of the Employment

pay, under regulation 30 of the Working Time

inder sections 120 and 127 of the Equality Act

rassment or victimisation related to disability, or failure to make adjustments under section 120

- (o) for direct or indirect discrir belief under section 120 of
- (p) for direct or indirect disci orientation, under section 1
- (q) for direct or indirect discrin section 120 of the Equality
- (r) in relation to personal in reasonably to be aware of
- (s) for harassment under the F
- (t) for failure to comply with ob-
- (u) for failure to comply with ot

victimisation related to religion or

or victimisation related to sexual 10;

victimisation related to age, under

le Employee is aware or ought fthis agreement;

nt Act 1997;

an Rights Act 1998;

Protection Act 2018.

S

Appendix 4

Statutory Redundar

Start date: [DATE]
Termination of emp
Completed years of
Date of birth: [DATE
Age at termination of
Gross weekly salary
Statutory cap on we
[NUMBER] of years
[NUMBER] years at
[NUMBER] years at

Total: £[AMOUNT]

A

ate: [NUMBER] years [F]

R] years

L SEP

dy salary = £[AMOUNT]

MOUNT]

: £[AMOUNT]