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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 "we", "us" or "the Company"); and
- (2) <<Name of Employee>> of <<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 is controlled by the Company; or
  - 1.2.2 controls the Company; or
  - 1.2.3 is 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 settled by this Agreement, arising out of the Employee's employment or the termination of the employment as set out in Appendix 3.
- 1.5 "Termination Date" means the date on which the employment has ended or will end, as defined in Appendix 3.
- 1.6 References to "the Company" in this Agreement shall include references to the names of the Associated Companies in the masculine include the feminine and vice versa.
- 1.7 The headings of the clauses are for ease of reference and shall not affect the interpretation of the provisions.

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2. **Background**

- 2.1 The Employee has been employed by the Company as <<state job title>> since <<employment start date>>
- 2.2 The Company and the Employee have agreed to settle the Particular Claims on the terms set out in this Settlement Agreement.
- 2.3 The Company enters into this Settlement Agreement without any admission of liability.

3. **Date of Termination**

Your period of employment is terminated **OR** will terminate] on <<insert date>> and the Company will continue to be bound by the terms and conditions of the Settlement Agreement until the Date of Termination.

4. **Pay, Benefits and Expenses**

- 4.1 You [have received <<insert amount>> (less tax and National Insurance contributions) and other contractual benefits) from the Company <<insert amount>> (less tax and National Insurance contributions) in respect of your basic salary and other contractual benefits up to and including the Date of Termination.
- 4.2 Further and without prejudice to the above you will receive from the Company <<insert amount>> in lieu of holidays earned and as yet untaken up to and including the Date of Termination.
- 4.3 [You will receive from the Company <<insert amount>> in full and final settlement for Bonus and Commission up to and including the Date of Termination.]

**OR**

- 4.4 [The Company will pay you <<insert amount>> weeks' payment in lieu of notice (PILON), which will be treated as a PILON comprises <<insert amount>> or salary, bonus or commission, accrued but untaken up to and including the Date of Termination for HMRC purposes is <<insert amount>>]
- 4.4 The Company shall continue to pay you your actual benefits to you in the usual way up to the Date of Termination.
- 4.5 You shall submit only <<insert amount>> your expenses claims in the usual way and the Company shall reimburse you for any expenses properly incurred before the Date of Termination in the usual way.

5. **Pension**

The Company shall notify you of any pension scheme that your employment [will terminate] **OR** [has terminated] and request written confirmation of your pension entitlements available to you.

6. **[Company Car**

You shall purchase your company car from the Company for <<insert amount>> on <<insert date>> and, on that date, the Company shall provide you with all relevant documents in our possession in relation to the car, including the V5C document. From <<insert date>>, you will become responsible for the maintenance of the car including insurance, tax and fuel. The Company makes no warranty as to the roadworthiness of the car. You agree that you shall be responsible for all tax due in connection with the

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transfer to you

7. **[Gardening**

The Company  
not to under  
up to the D  
pay your sal

require the Employee not to attend at work and/or  
duties of employment during any period of notice  
provided always that the Company shall continue to  
the benefits in such circumstances.]

8. **Settlement**

8.1 Subject  
will rec  
the ter  
statute

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].

8.2 The S  
agreed  
Payme

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

8.3 The C  
Settle

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

8.4 You ag  
Insura  
give yo  
on you  
any do

Company for any further tax or employee's National  
respect of the Settlement Payment. We shall  
any demand for tax which may lead to liabilities  
and shall provide you with reasonable access to  
reasonably require to dispute such a claim.

8.5 The C  
agreed  
refer  
consis

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

9. **Outplaceme**

The Compa  
provision of

<<Insert Amount>> plus VAT in relation to the  
g services by <<Insert Company Name>> to you.

10. **Conditions**

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

**Agreements**  
and acknowledge that the conditions  
under section 147(3) of the Equality Act 2010,  
and Labour Relations (Consolidation) Act  
ent Rights Act 1996, regulation 35(3) of the  
1998/1833), 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  
of the Fixed- Term Employees (Prevention  
ations 2002 (SI 2002/2034), regulation  
ation of Employees Regulations 2004 (SI  
edule to the Occupational and Personal  
mployers and Miscellaneous Amendment)  
ulation 62 of the Companies (Cross- Border  
2974) and section 58 of the Pensions Act

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**11. Withdrawal of proceedings**

- 11.1 You accept that this Agreement is in full and final settlement of all of the Particular Claims set out in Schedule 1.
- 11.2 You agree immediately on the termination of this Agreement to write to the relevant employment tribunal or court to request that they withdraw any proceedings that have already been presented to them and to ensure that they do not present to any other court any claim which is a Particular Claim.
- 11.3 You and the Company confirm that it is your mutual intention that this Agreement is in full and final settlement of all of the Particular Claims.

**12. Legal Advice and Fees**

- 12.1 You confirm that you have obtained independent legal advice as to the terms and effect of this agreement and that you understand the full implications of your decision to pursue the claims specified in Schedule 1. The legal advice was given to you by a solicitor or barrister from <<Insert Name>> of <<Insert Firm OR Organisation Name>> an independent adviser and who shall be referred to as the "Independent Adviser".
- 12.2 [The Company will contribute an amount of <<Insert Amount>> gross as contribution towards your legal costs incurred in connection with your employment and the termination of this Agreement. This amount is subject to tax.]

**13. Company Property**

- 13.1 On the termination of your employment you must immediately return to the Company in accordance with Schedule 2 all equipment, correspondence, documents, notes, reports and other documents, data and information, property belonging to the Company or its Associated Companies, and any limited to the Company car, keys, credit cards and pass-ports currently in your possession or under your control.
- 13.2 On the termination of your employment you shall erase irrevocably from your computer and communications systems and devices all data and information as at the date of this Agreement], relating to the Company's affairs and any other data and information stored on computer and communications systems outside the Company's premises.
- 13.3 You will confirm in writing that you have complied with your obligations under this clause 13.

**14. Confidentiality and restrictions**

- 14.1 You agree that you are bound by the terms and conditions of confidentiality and restrictions on disclosure set out in Schedule 3. For the avoidance of doubt, those terms do not affect your ability to make a public interest disclosure under the Public Interest Disclosure Act 1998 (PIDA).
- 14.2 You acknowledge that the confidentiality and restrictions in <<state clause number>> of your terms of employment dated <<insert date>> will continue to apply to you until the <<insert date>> Date. [The period of each will be <<insert period>>]

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spend on Garden Leave].

14.3 The C of this family keep t the av otherw Public

agree that they will keep the existence and terms (with the exception of disclosure to immediate advisers, provided that those persons agree to ial, or where disclosure is required by law). For clause does not affect your right to make, nor making, a public interest disclosure under the 1998 (PIDA).

15. **Resignation**

You acknow and shall res the Compan

signed from your position as <<state position>> ny office, trusteeship or position that you hold on

16. **Severability**

The various Schedule and thereof is he then such in the remaini

sions of this Settlement Agreement and attached y 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.

17. **Confirmatio**

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

**advice**

independent legal advice from a professionally o 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

18. **Employee's**

18.1 You re aware breach dismis

**warranties**

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

18.2 You ag our a procee incur a provid

ailable to, and to cooperate with, the Company or ation or administrative, regulatory or judicial all reimburse any reasonable expenses that you mplying with your obligations under this clause, e approved in advance by the Company.

18.3 You a repres

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

19. **Entire agree**

19.1 This A supers warran

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

19.2 No va parties

t shall be effective unless it is agreed by both

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20. **Governing Law**

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

and construed in accordance with

21. **Subject to contract and without prejudice**

This Settlement Agreement is made without prejudice and subject to contract until such time as a formal agreement is entered into between the parties and dated, when it shall be treated as an open document.

without prejudice and subject to contract until such time as a formal agreement is entered into between the parties and dated, when it shall be treated as an open document.

**IN WITNESS WHEREOF** this Agreement has been executed and the same has been written before written

executed the day and year first

SIGNED by

<<Name and Title of person signing for and on behalf of <<Company Name>>

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

SIGNED by

<<Employee>>

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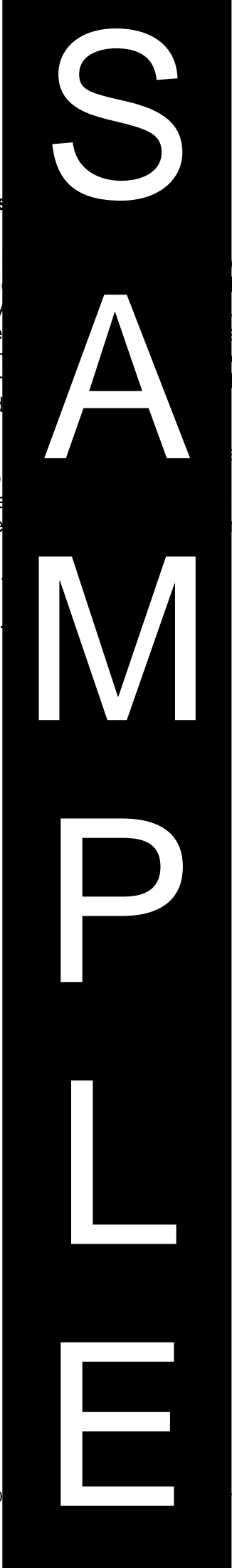
**Appendix 1  
Independent Adviser**

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  
Wales who holds a current practising certificate]  
union official or advice worker>> and confirm that  
al advice on the terms and effect of the  
>> 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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**Appendix 3**

**The Particular Claims**

The matters listed below are the claims:  
<<list>>.

The following employment matters are to be included in the claim form:  
<<NOTE: if claims are made to an employment tribunal, list those claim numbers and give brief details of the claim.>>.

The following potential claims are to be included in the claim form:  
The Employee's employment or the termination of employment:

<<NOTE: Delete any claims that are not to be included in the claim form.>>

- (a) for breach of contract, under section 4(1) of the Employment Rights Act 1996;
- (b) for unfair dismissal, under section 94(1) of the Employment Rights Act 1996;
- (c) in relation to the statement of reasons for dismissal, under section 93 of the Employment Rights Act 1996;
- (d) for a statutory right, under section 163 of the Employment Rights Act 1996;
- (e) in relation to the right to be consulted, under section 23 of the Employment Rights Act 1996;
- (f) for unlawful deduction of wages, under section 48 of the Employment Rights Act 1996 or section 56 of the Employment Rights Act 1996;
- (g) in relation to the right to particulars and itemised pay statements, under section 11 of the Employment Rights Act 1996;
- (h) in relation to the right to a written statement, under section 34 of the Employment Rights Act 1996;
- (i) in relation to the right to a written statement, under section 70 of the Employment Rights Act 1996;
- (j) in relation to the right to a written statement, under section 80 of the Employment Rights Act 1996;
- (k) in relation to the right to a written statement, under section 80H of the Employment Rights Act 1996;
- (l) in relation to the right to a written statement, under regulation 30 of the Working Time Regulations 1998;
- (m) for equal pay, under sections 120 and 127 of the Equality Act 2010;
- (n) direct or indirect discrimination, harassment or victimisation related to disability, under section 120 of the Equality Act 2010 or failure to make adjustments under section 120 of the Equality Act 2010.

- (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<sup>[1]</sup><sub>[SEP]</sub>

Date of birth: [DATE]

Age at termination of service: [NUMBER] years<sup>[1]</sup><sub>[SEP]</sub>

Gross weekly salary

Statutory cap on weekly salary<sup>[1]</sup><sub>[SEP]</sub>

[NUMBER] of years of service: weekly salary = £[AMOUNT]

[NUMBER] years at [AMOUNT]

[NUMBER] years at [AMOUNT]: £[AMOUNT]<sup>[1]</sup><sub>[SEP]</sub>

**Total: £[AMOUNT]**

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