

Settlement agreement

The Employer: [\[Name\]](#)

And

The Employee: [\[Name\]](#)

Date: [\[Date\]](#)

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Schedule 1: List of passwords

Schedule 2: Agreed press release

Schedule 3: Letter of reference

2. Basis of agreement

[illegible]

[list all complaints, including any which might form the
(
).
].

2.2. The parties have agreed that all claims (whether _____
_____), _____
_____.

3. Entire understanding

The Employee remains bound by the terms of Contract of Employment so far as they apply after termination and so far as _____

_____. _____, _____

_____ (_____) _____
_____.

4. Changes to current employment

4.1. The Contract of Employment will []
[] / []

4.2. The Employee hereby resigns []
[].

4.3. Between [date] and the [date], the Employee will be on paid ■■■■■
 ■■■■■. ■■■■■, ■■■■■
 ■■■■■, ■■■■■
 ■■■■■, ■■■■■
 ■■■■.

4.4. The Employee agrees to take _____
_____.

4.5. The Employee will comply with _____
_____.

6. Employer's property

[illegible]

6.1.1 hard and soft ■■■■■■■■■■■■■■■■■■■■■■■■ , ■■■■ , ■■■
■■ ;

6.1.2 computer hardware;

6.1.3 data storage media;

6.1.4 credit and charge cards;

6.1.5 security pass(es) and keys;

6.1.6 communications equipment, including telephones.

7. Employer's car

Option 1

[illegible][illegible][illegible]

7.2.2 the cost of any damage to the car caused by ■■■■■■■■■■
 ■■■■■■■■■■
 ■■■■■■■■■■
 ■■■■■■■■■■

7.2.3 [as the case may be].

OR

Option 2

price of \$ [].

8. Confidentiality

The Employee certifies that Schedule 1 to this agreement contains a list of all passwords known to the Employee in _____
_____, _____

_____.

9. Compensation for loss of employment

As compensation for the Employee's loss of employment and in satisfaction of all his claims _____ , _____

_____ , _____

_____ , _____
_____ :

9.1. ■■■■■■■■■■, ■■■■■■■■■■\$[■■■■], ■■■■

9.2. ■■■■■■■■■■, ■■■■■■■■■■\$[■■■■]■■■■

9.3. _____
 _____, _____, _____
 _____ \$ [_____];

[illegible][illegible][illegible]

.....
.....[.....].

10. No competition

10.1.[.....]
.....]
....., ..
....., .., .., ..
.....
.....
.....[.....] ..
......

10.2.
.....[.....] ..
....., ..
....., ..
......

10.3.[.....]
.....]
....., .., .., ..
....., ..
.....
......

10.4.[.....]
.....]
....., ..
....., ..
.....
.....[.....] ..
......

10.5.
.....
.....
.....
......

16. Governing law

.....
.....
.....

Signed by [personal name] on behalf of [Employer name] as its representative who personally accepts liability for the proper authorisation by [Employer name] to enter into this agreement.

Signed by [Employee name]

Schedule 1: List of Passwords

Schedule 2: Agreed Press Release

Schedule 3: Letter of Reference

To:

[Employer address]

Yours faithfully,

[Employee name]

Explanatory notes:

Settlement agreement

General notes:

- [illegible]

Paragraph specific notes:

Notes numbering refers to paragraph numbers.

1. Definitions

You should first decide on the contents of the document, then return to check what definitions are needed and whether they really ■■■■■■■■■■■■
■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■.

2. Basis of agreement

Edit as required.

3. Entire understanding

Leave in place. No edit required.

4. Changes to current employment

[illegible]

5. Continuing entitlement to pay and benefits

[illegible]

6. Employer's property

[illegible]

7. Employer's car

To the extent that the employee benefits by payments being made by the employer, fuel?), then it will _____, _____, _____.

8. Confidentiality

[illegible]

When an employment relationship ends, an employee is entitled to receive final :

- the pay for all the ;
- payment for annual leaves or ;
- redundancy compensation, if it is
.....
- any other payments included in the employee's employment
.....

[illegible]

<https://www.govt.nz/browse/work/leaving-a-job/your-last-pay-when-youre-made-redundant/>

It is assumed that the no competition paragraph reflects the position under the

If there were covenants in the contract of employment, it is . , , .

12. Publicity confidentiality and reference

13. Tax indemnity

14. No reduction of employee loss

15. Compromise of claims

16. Governing law

End of notes