

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

- 2.1. This is a statutory compromise agreement. It relates to all [REDACTED]
[REDACTED]. [REDACTED]
[REDACTED]
203 [REDACTED].
- 2.2. The Employee [REDACTED]
[REDACTED]:
- [list all complaints, including any which might form the [REDACTED]
[REDACTED] ([REDACTED]). [REDACTED]
[REDACTED]
[REDACTED]].
- 2.3. The parties have agreed that all claims (whether [REDACTED]
[REDACTED]), [REDACTED]
[REDACTED].

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

- [illegible]

- 4.4. The Employee agrees to take [REDACTED], [REDACTED].
- 4.5. The Employee will comply with [REDACTED].
- 4.6. The Employee agrees to make him available as directed by [name], [REDACTED]
[REDACTED]
[REDACTED].
- 4.7. The Employee agrees to use his best endeavours [REDACTED]
[REDACTED]
[REDACTED].

5. Continuing entitlement to pay and benefits

- 5.1. The Employer will continue to pay the Employee his _____ , _____ .
- 5.2. The Employee acknowledges that he has no claim _____ , _____ , _____ , _____ .
- 5.3. The Employee acknowledges that he has no _____ [_____] _____ .
- 5.4. The Employee acknowledges _____ .
- 5.5. The Employee will _____ .

OR

- [illegible]

OR

[illegible]

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]

7.2.1 the Employee shall pay /
 ;

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

7.2.3 [as the case may be].

OR

Option 2

The Employer agrees to sell and the Employee agrees to buy the car for the 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 ■■■■■■■■■■, ■■■■■■■■■■
■■■■■■■■■, ■■■■■■■■■■
■■■■■■■■■, ■■■■■■■■■■
■■■■■■■■■:

- [illegible]

OR

- 9.5. As compensation for loss of pension, the Employer will make a payment of £[amount] to the order of the Employee subject to first receiving from the

OR

- 9.6. As compensation for loss of pension, the Employer will
- £ []

OR

- 9.7. The Employer will ensure that the Employee is credited []
- 9.8. Any outstanding option or right of .
- 9.9. The salary and compensation payments specified above shall be made on the first day after .
- 9.10. [] , £ []

10. No competition

10.1. []
]
,
,
,
[]
.

10.2. []
,
]
,
.

10.3. []
]
,
,
]
.

10.4. []
]
,
,
[]
.

10.5. []
]
.

10.6. []
]
.

11. Employee restrictions

.....[.....
.....]:

12. Publicity confidentiality and reference

12.3.

13. Tax indemnity

[illegible][illegible]

14. No reduction of Employee loss

.....

 [.....]

15. Compromise of claims

The Employee hereby agrees and warrants:

15.2.

Schedule 1: List of Passwords

Schedule 2: Agreed Press Release

Schedule 3: Letter of Reference

Certificate from Relevant Independent Adviser

203 (2) () (3) 1996 .

[illegible]

[REDACTED]

[REDACTED].

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

Signed:

Dated:

Explanatory notes:

Settlement agreement

General notes:

- It is a widely disregarded point of law that a compromise agreement is valid only ■■■■■■■■■■■■ , ■■■■ :
 - the agreement must be in writing;
 - the agreement must relate to the particular complaint;
 - the employee or worker must have received advice from a relevant independent adviser as to the terms and effect of the proposed agreement and, in particular, its effect on ■■■■■■■■■■■■ ■■■■■■■■■■■■ ;
 - there must be in force, when the adviser gives the advice, a policy of insurance covering the risk of a claim by the employee or worker in ■■■■■■■■■■■■ ■■■■■■■■■■■■ ;
 - the agreement must identify the adviser, and
 - the agreement must state that the conditions regulating compromise agreements under ■■■■■■■■■■■■ .

These conditions are of course satisfied in the Net Lawman agreement. The point to watch particularly carefully is that “the agreement must relate to the ■■■■■■”. ■■■■■■ :

there must have been a “complaint”. Negotiation in advance of dismissal, or some other basis of complaint, will not be sufficient ■ ■ ■ ■ “ ■ ■ ■ ■ ” ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ; ■ ■ ■ ■

an agreement covering a variety of topics or expressed in a general way, ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ .

We assume the reason for this provision is so as to avoid a situation where an employer might be able to “buy off” an employee’s rights whilst he / she is still employed, and perhaps thereby being in a position to exert some unfair influence. By permitting the contracting out procedure only after a complaint has been made, the

7. Employer's car

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

8. Confidentiality

Because this provision is so important to most organisations, your employees must be left in no doubt as to ■■■■■■■■■■. ■■■■■■■■■■
■■■■■■■■■ / ■■■■■■■■■■
■■■■■■■■■.

[illegible]

9. Compensation for loss of employment

The £30,000 tax-free element is usually negotiated on the basis that the employee is paid less, so that the employer, not the employee has the benefit of the concession. However, this is a matter for negotiation. Note that the concession applies only to money, which is

[illegible]

Several alternative pension provisions are offered in the document. Even then, they

..... . , ..
.....
.....
.....
......

[illegible]

10. No competition

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

11. Employee restrictions

[illegible]

This may
.....

A useful provision to protect the employer.

[illegible]

This provision will allow you claim

 £ 30 , 000 .

14. No reduction of employee loss

Necessary provision. We suggest no change.

15. Compromise of claims

[illegible][illegible]

16. Governing law

No edit required.

End of notes