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## Employment Agreement

to contract

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

**THIS AGREEMENT** is made this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

**BETWEEN:**

- (1) <<Name of the Company>> registered in <<Country of Registration>> under number <<Registration number>> whose registered office is at <<Registered office>> (hereinafter referred to as “we”, “us” or “the Company”); and
- (2) <<Name of the Employee>> of <<Address>> (hereinafter referred to as “you” or “the Employee”)

**IT IS AGREED** as follows:

### 1. Definitions

In this Agreement the following words and phrases shall have the following meanings:

- 1.1 “Company” means the Company and its successors in title and assigns of the Company.
- 1.2 An “Associate” means any firm, company, corporation or other organisation 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 claims which the Employee and Company intend to be settled by arbitration, arising out of the Employee’s employment or out of 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 determined by the arbitration panel.
- 1.6 References in this Agreement shall include references to the singular and plural and the masculine and the feminine and vice versa.
- 1.7 The headings in this Agreement are for ease of reference and shall not affect interpretation.

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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 Employee agree to settle the Particular Claims on the terms set out in this Agreement.
- 2.3 The Company enters into this Agreement without any admission of liability.

## 3. Date of Termination

Your period of employment shall terminate on <<Insert Date>> ("the Date of Termination"). You shall continue to be bound by the terms and conditions of employment until the Date of Termination.

## 4. Pay and Benefits

- 4.1 You will receive from the Company <<Insert Amount>> (less tax and National Insurance contribution) in respect of services rendered up to the Date of Termination and including the Date of Termination.
- 4.2 Further and without prejudice, 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 The Company shall continue to pay actual benefits to you in the usual way up to the Date of Termination.

## 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 entitlement to you.

## 6. Settlement Payment

- 6.1 Subject to, and conditional upon, your acceptance of the terms of this Agreement, you will receive <<Insert Amount>> from the Company in Compensation (the Settlement Payment). [This Settlement Payment is calculated in accordance with Appendix 4].
- 6.2 The Settlement Payment is made in full upon your accepting the terms of this Agreement and will be paid by <<Insert Method of Payment>> on <<Insert Date>>.
- 6.3 The Company and Employee agree that [the first <<£30,000>> of] this Settlement Payment is for the purpose of National Insurance.
- 6.4 You agree to indemnify the Company for any further tax or employee's National Insurance contribution payable in respect of the Settlement Payment.
- 6.5 The Company agrees to provide you with a reference in the terms agreed in Appendix 2 upon your making a written or verbal request for a reference from a person who has been consistent with the agreed terms.

## 7. Conditions regulating settlement

The Company and Employee agree that the conditions relating to settlement agreed in Appendix 4 shall comply with section 7(3) of the Equality Act 2010,

section 288(1) of the Employment Rights Act 1992, section 10(1) of the Working Time Regulations 1998, section 1(1) of the Minimum Wage Regulations 2001, section 1(1) of the Part-Time Work Regulations 2000 (SI 2000/1000), section 1(1) of the of Less Favourable Treatment Regulations 2004 (SI 2004/3426), Pension Schemes Regulations 2005, Mergers) Regulations 2008 have been

and Labour Relations (Consolidation) Act 1996, section 11(1) of the Employment Rights Act 1996, regulation 35(3) of the Working Time Regulations 1998/1833), section 49(4) of the National Minimum Wage Regulations 2001, section 41(4) of the Transnational Information and Communications Regulations 1999 (SI 1999/3323), regulation 9 of the Less Favourable Treatment Regulations 2004 (SI 2004/3426), regulation 1(1) of the Fixed-Term Employees (Prevention of Less Favourable Treatment) Regulations 2002 (SI 2002/2034), regulation 1(1) of the Employees Regulations 2004 (SI 2004/3426), regulation 1(1) of the Occupational and Personal Pension Schemes (Employers and Miscellaneous Amendment) Regulations 2005, regulation 62 of the Companies (Cross-Border Mergers) Regulations 2006 (SI 2006/2974) and section 58 of the Pensions Act 2004.

## 8. Withdrawal

- 8.1 You agree that this Agreement is in full and final settlement of all of the Particular Claims.
- 8.2 You agree to sign this Agreement to write to the relevant court(s) to withdraw any proceedings that have already been started which have been settled by this Agreement, and not to bring any claim before a tribunal or any other court any claim which is a Particular Claim.
- 8.3 You agree that this Agreement is in full and final settlement of all of the Particular Claims.

## 9. Legal advice

- 9.1 You confirm that you have received independent legal advice as to the terms and effect of this Agreement and in particular on its effect on your ability to pursue any claim against the Company. Appendix 3 from <<Insert Name>> of <<Insert Name>> is a relevant independent adviser and who shall sign the Agreement.
- 9.2 [The Company shall contribute << >> gross as contribution towards your legal costs in connection with the termination of your employment and the terms of this Agreement is subject to tax.]

## 10. Company Property

On the termination of this Agreement, you must immediately return to the Company all equipment, correspondence, records, reports and other documents (and any copies thereof) and any other items belonging to the Company or its Associated Companies (including but not limited to the Company car, keys, credit cards and any other items in or under your control. You will confirm in writing that you have returned all such items in accordance with this clause 10.

## 11. Confidentiality

- 11.1 You agree that you shall not be bound by the terms and conditions of confidentiality see <<state clause number>> of your employment. For the avoidance of doubt, those terms shall not prevent you from making, or otherwise prevent you from making, a disclosure in the Public Interest Disclosure Act 1998 (PIDA).

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11.2 The Company and Employee will keep the existence and terms of this Agreement confidential, except in the event of disclosure to immediate family or relevant professional advisers (provided that those persons agree to keep the information confidential and that disclosure is required by law). For the avoidance of doubt, this obligation shall not affect your right to make, nor the Company's obligation to make, a public interest disclosure under the Public Interest Disclosure Act 1998.

12. **Severability**

The various provisions and sub-provisions of this Settlement Agreement and attached Schedule are severable, and if any sub-provision or identifiable part thereof is held to be invalid by any court of competent jurisdiction, then such invalidity or unenforceability shall not affect the validity or enforceability of the remaining provisions or other identifiable parts.

13. **Confirmation of independence**

You confirm that you have received independent legal advice from a professionally qualified individual who is independent of the Company pursuant to section 203 of the Employment Rights Act 1996. You have received this advice with regard to this Settlement Agreement and you have freely and voluntarily signed the Agreement, excluding your right to make a claim in relation to the Settlement Agreement in the Courts of England and Wales or at any Employment Tribunal.

14. **Employee's representations**

14.1 You represent and warrant that you are not aware of any circumstances of which you are aware or ought reasonably to be aware which would amount to a material breach of the terms and conditions of your employment which would justify summary dismissal.

14.2 You acknowledge that you have acted in reliance on these representations and that you have entered into this Agreement.

15. **Entire agreement**

15.1 This Agreement sets out the entire agreement between the parties and supersedes all prior agreements, negotiations, terms and conditions, oral or written, and whether orally or in writing.

15.2 No variation of this Agreement shall be effective unless it is agreed by both parties and in writing.

16. **Governing Law**

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

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

This Settlement Agreement is made without prejudice and subject to the terms and conditions of the Settlement Agreement, which shall be the contract until such time as the Settlement Agreement is signed by both parties and dated, when it shall be treated as an open document.

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**IN WITNESS WHEREOF**  
before written

SIGNED by

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

In the presence of  
<<Name & Address>>

SIGNED by

<<Employee>>

has been duly executed the day and year first

## Appendix 1

### Independent Adviser's certificate

I, <<insert name of independent adviser>> am a Solicitor of the Senior Courts of England and Wales OR <<AMEND AS APPLICABLE to your jurisdiction>>  
I have given <<insert employee name>> advice in relation to the agreement between <<insert employer name>> and <<insert employee name>> (the Agreement) and, in particular, the terms and effect of the Agreement as specified in Appendix 3 of the Agreement.

I also confirm that there is now (or has been) no conflict of interest (as referred to above) a policy of confidentiality in my profession or professional body in respect of the consequence of the advice I have given.

SIGNED.....

DATE.....

I, <<insert name of independent adviser>> am [a Solicitor of the Senior Courts of England and Wales OR <<AMEND AS APPLICABLE to your jurisdiction>>] and hold a current practising certificate] I am <<insert address>> and confirm that I am an independent advice worker>> and confirm that I have explained the terms and effect of the Agreement between <<insert employer name>> and <<insert employee name>> of today's date and the ability to pursue the claims.

I also confirm that there is now (or has been) no conflict of interest (as referred to above) a policy of confidentiality in my profession or professional body in respect of the consequence of the advice I have given. I also confirm that at the time I gave the advice I was not a member of a company or society provided for members of a profession or professional body in respect of loss arising in connection with the advice I have given <<insert name>>.

## Appendix 2

### Agreed reference

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## Appendix 3

### The Particular Claims

The matters listed below are Particular Claims. Please list those that apply to your claim in the table below. If you have more than one claim, list them in separate rows. If you have no claim, please leave this section blank.

The following employment tribunal claims are listed below. Please list those that apply to your claim in the table below. If you have more than one claim, list them in separate rows. If you have no claim, please leave this section blank.

The following potential claims arise from your employment or the termination of your employment:

<<NOTE: Delete any that are not relevant to your claim.>>

- (a) for breach of contract or warranty;
- (b) for unfair dismissal, under section 94 of the Employment Rights Act 1996;
- (c) in relation to the right to a written statement of reasons for dismissal, under section 93 of the Employment Rights Act 1996;
- (d) for a statutory redundancy payment, under section 163 of the Employment Rights Act 1996;
- (e) in relation to an unlawful deduction of wages, under section 23 of the Employment Rights Act 1996;
- (f) for unlawful detriment, under section 47B of the Employment Rights Act 1996 or section 56 of the Pension Schemes Act 1993;
- (g) in relation to written employment particulars, under section 11 of the Employment Rights Act 1996;
- (h) in relation to guarantee payment, under section 34 of the Employment Rights Act 1996;
- (i) in relation to suspension, under section 70 of the Employment Rights Act 1996;
- (j) in relation to parental leave, under section 75 of the Employment Rights Act 1996;
- (k) in relation to a request for flexible working, under section 80H of the Employment Rights Act 1996;
- (l) in relation to working time, under regulation 30 of the Working Time Regulations 1998;
- (m) for equal pay or equality of opportunity, under sections 120 and 127 of the Equality Act 2010;
- (n) direct or indirect discrimination, under section 120 of the Equality Act 2010;

employment tribunal, list those claim

employment or the termination of

Employment Rights Act 1996;

reasons for dismissal, under section

on 163 of the Employment Rights

for unlawful payment, under section

Employment Rights Act 1996 or

itemised pay statements, under

34 of the Employment Rights Act

70 of the Employment Rights Act

e Employment Rights Act 1996;

r section 80H of the Employment

regulation 30 of the Working Time

s 120 and 127 of the Equality Act

victimisation related to disability,  
make adjustments under section

- (o) for direct or indirect discrimination, harassment or victimisation related to religion or belief under the Equality Act;
- (p) for direct or indirect discrimination, harassment or victimisation related to sexual orientation under the Equality Act 2010;
- (q) for direct or indirect discrimination, harassment or victimisation related to age, under section 120 of the Equality Act 2010;
- (r) in relation to the Employee's duties, whether or not the Employee is aware or ought reasonably to be aware of any such duties at the date of this agreement;
- (s) for harassment or victimisation under the Harassment Act 1997;
- (t) for failure to comply with the provisions of the Human Rights Act 1998;
- (u) for failure to comply with the provisions of the Data Protection Act 2018.

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Appendix 4

Statutory Redundancy

Start date: [DATE]  
Termination of employment date: [DATE]  
Completed years of employment: [NUMBER] years  
Date of birth: [DATE]  
Age at termination of employment: [NUMBER] years  
Gross weekly salary: £[AMOUNT]  
Statutory cap on weekly salary = £[AMOUNT]  
[NUMBER] of years at or below statutory cap: [NUMBER]  
[NUMBER] years at or above statutory cap: [NUMBER]  
[NUMBER] years at or above statutory cap: £[AMOUNT]  
**Total: £[AMOUNT]**

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