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1Title the document. Begin your settlement agreement by titling the document in a way that informs the reader about what the agreement is.Depending on the case, it may also require a caption or style of the case to be added. For example, if it is part of ongoing litigation, it may need to include the names or identifiers of all plaintiffs, and this information could change as the case develops.[14]2Identify the parties. You should write a paragraph that introduces the parties to the agreement (who is involved in it) and defines their roles. You should include names and addresses, as well as a statement that the parties named have the capacity and authority to enter the agreement.[15]The statement may also state that the parties named have the capacity to bind a company or entity, if this applies. For example, if your settlement agreement is with a small business, the small business owner could agree to serve as the binder for his company.For example, a common introductory paragraph looks like this: "This [Confidential] Settlement Agreement and Release (this Agreement) is entered into as of [DATE] by and between (a) [NAME OF PARTY A] (DEFINE PARTY A) and (b) [NAME OF PARTY B] (DEFINE PARTY B). Collectively, [PARTY A] and [PARTY B] shall be referred to as the Parties." When you define the parties, you will describe one party as the one being released from legal liability, and you will describe the other party as the one granting the release.[16]3Provide a description of the dispute. In this section you will need to describe the "who," "what," "when," "where," and "how" of the dispute.[17] It is important to do this so both parties are in agreement about what specific act is being discussed in the agreement and what is being settled. Without this provision, a court will have a tough time upholding and enforcing your settlement agreement in the event it is breached or you have to get it approved.If you are settling a medical malpractice dispute, you may write a scenario that explains: who the patient was and who the doctor or doctors were; what happened that caused the dispute, (e.g., the doctor left a sponge in the patient's abdomen after the surgery); when the dispute occurred, (e.g., on March 5, 2014 at approximately 12:15 p.m. while the patient was in surgery); where the dispute occurred (e.g., at the doctor's office, located at a certain address); and how the dispute occurred (e.g., the doctor was not paying attention and forgot about the sponge and the patient found out when they started having pains in their side).Be as detailed as possible and include any information you may think is relevant to the agreement you are creating.4Include a statement about what one party is going to receive in return for the release of the other party from any and all legal liability. This section will include the required consideration, which is necessary to spell out in order to have a valid contract.[18]The type of payments that can be contracted for are wide-ranging and will depend on what the dispute was that led to the settlement agreement you are creating. Compensation could be in the form of money, repairs, replacements, or even promises. Compensation cannot be anything illegal, fraudulent, or criminal.If you are entering into a settlement agreement as a result of property damage, your provision may state: "Party A agrees to release Party B from liability so long as Party B compensates Party A in the form of \$500 in order to repair the broken fence." Also, instead of including a dollar amount, the provision may state that Party B will be required to repair the broken fence his or herself in order to be released from liability.If you are executing a settlement agreement as a result of something like trespassing, you may include a provision stating Party A agrees to release Party B from liability so long as Party B never trespasses again. You may then include a sentence stating that if Party B does trespass again, the settlement agreement will be null and void and Party A will be free to pursue legal action.When you are drafting this provision, be sure you are confident in the consideration you are receiving or giving up. Settlements are legally binding contracts and you will likely be stuck with the compensation you agreed to, even if you find out later it is grossly inadequate or extremely over the top. For example, if you agree to compensate someone \$500 for the damage you caused to their vehicle, and they later find out the actual cost of repair was \$5,000, they will likely be stuck with the \$500 you provided and they will not be able to collect more.[19]5Include a statement regarding the scope of the claims to be settled. During negotiations, you should have determined with the other party whether the settlement agreement will resolve all claims, including unknown and future claims, or whether it will cover only a certain claim. In general, it is advisable to resolve all claims, including unknown and future claims, with your settlement agreement. You should look to include a provision that looks something like this: "Claimant and Employer hereby mutually release and forever discharge each other and each of their affiliates, subsidiaries, parent corporations and their respective agents, present and former directors, officers, executives, employees, predecessors and/or successors in interest, attorneys, heirs and assigns, from any and all matters, claims, complaints, charges, demands, damages, causes of action, debts, liabilities, controversies, judgments and suits of every kind and nature whatsoever, arising out of the same subject matter or occurrence as this claim/cause of action, as of the date of this Agreement, foreseen or unforeseen, known or unknown, including but not limited to, those arising out of Claimants employment with Employer and, if applicable, the termination of such employment." This specific clause is tailored to an employment dispute, but you can change the wording and the parties in order to make it fit your needs. Not all settlements will resolve any and all claims arising from the dispute. Make sure to negotiate a clear statement of scope.6State the conditions clearly. Sometimes, a conditional settlement agreement may be desirable. For example, this is the case where an action must be performed in order to resolve the issue, but that action will take time to complete. It is not usually desirable in situations where something may not be completed by a certain date, such as keeping a trade secret confidential.[20] In this case, you should negotiate an unconditional settlement agreement, which takes effect after a certain number of days.[21]For example, if a contractor you hired ruined your attic through faulty building, a settlement agreement could negotiate your waiving your right to sue conditional on the contractor replacing the attic at no cost and passing a building inspection within one month. If the condition is not met, the settlement agreement is nullified. You might want to include language such as the following: "All Parties agree and understand that this agreement on behalf of [PARTY A] is subject to approval of the conditions stipulated herein before it can be binding upon the [PARTY B]. Counsel for the Parties agree that they will recommend to approve this agreement and will make his/her best effort to secure that approval and to secure that approval at the earliest reasonable date." Then you would spell out the exact conditions that will satisfy the agreement.7Spell out whether the release will include any admissions of fault or liability. Oftentimes, when parties are agreeing to settle a dispute through a mutual agreement as opposed to going through the judicial process, the party providing the settlement payment will not want to admit any liability or fault. If you have previously negotiated this, provide a clause, like the one below, that allows the party in the wrong to compensate the other party without having to admit any wrongdoing.If you plan on including a provision agreeing that the settlement will not include any admissions of fault or liability, you may want to use the following language: "The Parties acknowledge that the Settlement Payment was agreed upon as a compromise and final settlement of disputed claims and that payment of the Settlement Payment is not, and may not be construed as, an admission of liability by [PARTY B] and is not to be construed as an admission that [PARTY B] engaged in any wrongful, tortious or unlawful activity. [PARTY B] specifically disclaims and denies (a) any liability to [PARTY A] and (b) engaging in any wrongful, tortious or unlawful activity."8State whether the settlement agreement will be confidential. Making your settlement agreement confidential ensures that neither party can discuss or reveal any of the terms of the settlement to the world. This type of provision comes up most in business settlements where one company is often involved in litigation and settlement, and does not want other potential litigants to know the usual terms of their agreements. It may also come up in medical settlements where a doctor wants to restrict the patient's ability to reveal what happened and how much the doctor paid out.If you wish to include a confidentiality provision, it may look like this: "The terms and conditions of this Agreement are absolutely confidential between the parties and shall not be disclosed to anyone else, except as shall be required by law. Any disclosure in violation of this section shall be deemed a material breach of this Agreement."[22]9Include a provision about the dismissal of any ongoing litigation. If you are in the "middle of litigation when you decide to settle and create a settlement agreement, be sure you include a provision ensuring that both parties will dismiss the litigation and not move forward with it.If you are in this situation, consider using this language: "[PARTY A] and his/her/its counsel shall take whatever actions are necessary to ensure that the Litigation is dismissed in its entirety as to all defendants named therein, with prejudice and without costs or fees, within [NUMBER] days of his/her/its receipt of the Settlement Payment. [PARTY B] will cooperate with [PARTY A] in securing the dismissal of the Litigation as appropriate."It is highly advisable to have your settlement agreement approved by the court. This constitutes a court order, which is far easier to enforce than a simple contract. Especially if you are not certain whether the other party will abide by the terms of your agreement, you should present the settlement agreement to the court for approval.[23]10Ensure the settlement agreement includes your basic boilerplate provisions. Towards the end of your contract you will include any standard provisions that are usually found in contracts. Most of these provisions you can simply take from a form contract you find, but make sure you read over them and ensure they say what you want them to. Some of these provisions may include:Severability provisions;Modification provisions;Indemnification provisions;Choice of law provisions;andEntire agreement provisions.11Provide an area for signatures. At the very end of the contract you will make space for all parties to sign the contract. This area should have spaces for your signatures and dates. A template for writing a settlement agreement. Free to use. As this is a template for a legal contract, you must always follow our guidance on how to use this template. It's important for both parties that your agreement achieves the settlement you want and is legally accurate. If you're not sure about anything, you should get legal advice. This template is for a settlement agreement. It is not for a COT3 (a conciliation agreement) that's used by an Acas conciliator during or after early conciliation. Download this template Adjust the template for your needs using our guidance. You can also copy and paste the below template into a document. If you need the template in a different format, email digital@acas.org.uk Template Cover page Settlement Agreement Subject to contract Without prejudice [or] Covered by section 111A of the Employment Rights Act 1996 This Settlement Agreement ('the Agreement') is made between [employer name] ('the Employer') and [employee name] ('the Employee'). This Agreement is dated [date signed by both parties]. 1. Background 1.1 The Employee has been employed by the Employer as [job title] since [employment start date]. 1.2 The Employer and Employee have agreed to settle the Particular Claims on the terms set out in this Agreement. 1.3 The Employer enters into this Agreement without any admission of liability. 2. Definitions and interpretations 2.1 In this Agreement: 'Claim' means any claim or cause of action that the Employee has or may have against the Employer 'Particular Claims' are those claims which the Employee and Employer intend to be settled by this Agreement, arising out of the Employee's employment or the termination of employment, as set out in Annex A [if the Agreement is being used in Scotland, add: 'which is hereby incorporated into this Agreement'] 'Termination Date' means the date on which the employment has ended or will end, as set out in clause 3.1 2.2 References to the singular in this Agreement shall include references to the plural and vice versa and words in the masculine include the feminine and vice versa. 2.3 The headings in this Agreement are for ease of reference and shall not affect interpretation. 3. Termination Date and notice 3.1 The Employee's employment with the Employer will terminate on [date] ('the Termination Date'). The Employer and Employee will continue to be bound by the terms and conditions of employment until the Termination Date. 3.2 [either:] Provided that the Employee continues to comply with the terms and conditions of their employment, the Employer will pay the Employee's usual wages or salary [and bonus and commission] (less tax and National Insurance contributions) up to and including the Termination Date. [Along with the final wages or salary [and bonus or commission] payment, the Employer will also pay a sum in respect of [number off] days of accrued but untaken holidays (less tax and National Insurance contributions).] [or:] The Employer will pay the Employee [number off] weeks' payment in lieu of notice (PILON), which will be paid less tax and National Insurance contributions. This PILON comprises [amount of wages or salary, bonus or commission, accrued but untaken holidays]. The amount of post-employment notice pay (PENP) for HMRC purposes is [amount]. 3.3 Except as set out in this Agreement, the Employee will have no right to any benefits under the terms and conditions of employment after the Termination Date. 4. Withdrawal of proceedings and waiver 4.1 The Employee accepts that this Agreement is in full and final settlement of all of the Particular Claims set out in Annex A. 4.2 The Employee agrees immediately upon signature of this Agreement to write to the relevant employment tribunal(s) or court(s) to withdraw any proceedings that have already been presented but which have been settled by this Agreement, and not to present to an employment tribunal or any other court any claim which is a Particular Claim. 4.3 The Employer and Employee acknowledge that it is their intention that this Agreement is in full and final settlement of all of the Particular Claims. 5. Settlement Payment 5.1 Subject to the Employee complying with the terms of this Agreement, the Employer will pay the Employee [amount] (the 'Settlement Payment'). The Settlement Payment will be paid within 14 days of receipt by the Employer of a signed copy of this Agreement and the signed certificate from the Employer's adviser, which is set out in Annex C [if the Agreement is being used in Scotland, add the following words at the end of this clause: 'Annex C, which is hereby incorporated into this Agreement.']. 5.2 The Employer and Employee believe that [if the Settlement Payment is more than 30,000, add: 'the first 30,000 of'] the Settlement Payment is not subject to tax or National Insurance. 5.3 [The Employer or Employee] agrees to indemnify the [Employer or Employee] for any further tax or employee's National Insurance contributions due in respect of the Settlement Payment. 5.4 The Employer agrees to provide the Employee with a reference in the terms agreed in [relevant annex], and when responding to a written or verbal request for a reference from a prospective employer, will do so in a manner which is consistent with the agreed reference. 6. Conditions regulating settlement agreements The Employer and Employee agree and acknowledge that the conditions regulating settlement agreements, which are contained in the legislative provisions listed in Annex B [if the Agreement is being used in Scotland, add: 'which is hereby incorporated into this Agreement'] have been satisfied. 7. Employer's property and Employee's property 7.1 The Employee warrants that [they have returned/ will return by the Termination Date or other agreed date] all property belonging to the Employer, including all records, correspondence, documents and any other information and that the Employee has not retained any copies. 7.2. The Employer warrants that [they have returned/ will return by the Termination Date or other agreed date] all property belonging to the Employee. 8. Confidentiality 8.1 The Employee agrees that they will continue to be bound by the terms and conditions of employment which relate to confidentiality and restrictive covenants: see [clause number/s] of those terms and conditions. For the avoidance of doubt, those terms do not affect the Employee's right to make, nor otherwise prevent the Employee from making, a public interest disclosure within the meaning of part IVA protected disclosures of the Employment Rights Act 1996. 8.2 The Employer and Employee agree that they will keep the existence and terms of this Agreement confidential (with the exception of disclosure to immediate family or relevant professional advisers, provided that those persons agree to keep the information confidential, or where disclosure is required by law). For the avoidance of doubt, this clause does not affect the Employee's right to make, nor otherwise prevent the Employee from making, a public interest disclosure within the meaning of part IVA protected disclosures of the Employment Rights Act 1996. 9. Employee's representations and warranties 9.1 The Employee represents and warrants that there are no circumstances of which they are aware or ought reasonably to be aware which would amount to a material breach of the terms and conditions of employment which would justify summary dismissal. 9.2 The Employee acknowledges that the Employer has acted in reliance on these representations and warranties in entering into this Agreement. 10. Employee's advice and costs 10.1 The Employee confirms that they have received advice from an independent adviser ('the Adviser') as to the terms and effect of this Agreement, including its effect on the Employee's ability to present any Particular Claim before an employment tribunal or other court. 10.2 The Employer will pay the Employee's reasonable costs incurred in connection with the preparation of this Agreement up to a maximum of [amount] plus VAT. Such fees will be payable directly to the Adviser on receipt from the Adviser of an invoice addressed to the Employer and marked payable by the Employer. The Employer agrees to pay these costs within 30 days of receipt of the invoice. 11. Entire agreement and enforceability 11.1 This Agreement sets out the entire agreement between the parties and supersedes all prior statements, representations, terms and conditions, warranties and guarantees whenever given and whether orally or in writing. 11.2 No variation of this Agreement shall be effective unless it is agreed by both parties and in writing. 11.3 If any term of the Agreement is held to be illegal, invalid or unenforceable, in whole or in part, such part shall be deemed not to form part of the Agreement but the legality, validity or enforceability of the remainder of the Agreement shall not be affected. 12. Jurisdiction This Agreement shall be governed by and construed in accordance with the law of England and Wales and the parties agree to submit to the exclusive jurisdiction of the courts in England and Wales in relation to any Particular Claim or any matter connected with this Agreement. [or if the Agreement is being used in Scotland:] This Agreement shall be governed by and construed in accordance with Scots law and the parties agree to submit to the exclusive jurisdiction of the Scottish courts in relation to any Particular Claim or any matter connected with this Agreement. 13. Third parties The Contracts (Rights of Third Parties) Act 1999 shall not apply to this Agreement and only the Employer and Employee shall have rights under it. [or if the agreement is being used in Scotland:] The parties intend that no third party shall have rights under this Agreement. Notwithstanding that this Agreement is marked 'subject to contract', once it has been signed and dated by the Employer and Employee it will become an open and binding document [add '(subject to Clause 8.2)' if that clause is included in the Agreement]. Signed [by or on behalf of] the Employer: Date: Signed by the Employee: Date: Annex A: The Particular Claims [If the Agreement is being used in Scotland, add: 'This is Annex A to the Settlement Agreement between [Employer] and [Employee] as referred to and incorporated into that Agreement.']. The matters listed below are Particular Claims: The following employment tribunal claims: [if claims have already been made to an employment tribunal, list those claim numbers and give brief details of each claim] The following potential claims arising from the Employee's employment or the termination of employment: [you must delete any that are not relevant] 1. Under the Trade Union and Labour Relations (Consolidation) Act 1992 (TULRA):(a) section 68 (deduction of unauthorised subscriptions)(b) section 86 (exemption or objection to contributing to political fund)(c) section 137 (refusal of employment on grounds related to union membership)(d) section 145A (inducements relating to union membership or activities)(e) section 145B (inducements relating to collective bargaining)(f) section 146 (detriment on grounds related to union membership or activities)(g) section 152 (dismissal on grounds related to union membership or activities)(h) section 153 (selection for redundancy on grounds related to union membership or activities)(i) section 168 (time off for carrying out trade union duties)(j) section 168A (time off for union learning representative activities)(k) section 169 (payment for time off for union learning representative activities)(l) section 170 (time off for trade union activities)(m) section 191 (termination of employment during protected period)(n) section 192 (failure to pay remuneration under a protective award)(o) sections 238 and 238A (dismissal connected to industrial action)(p) paragraph 156 of Schedule A1 (detriment on grounds related to union recognition, bargaining or voting)(q) paragraph 161 of Schedule A1 (dismissal on grounds related to union recognition, bargaining or voting)(r) paragraph 162 of Schedule A1 (selection for redundancy on grounds related to union recognition, bargaining or voting) 2. Under the Employment Rights Act 1996 (ERA):(a) section 8 (right to itemised pay statement)(b) section 13 (right not to suffer unauthorised deductions)(c) section 15 (right not to have to make payments)(d) section 28 (right to guarantee payment)(e) Part V (protection from suffering detriment)(f) Part VI (time off work)(g) Part VII (suspension from work)(h) section 63F (request in relation to training and study)(i) section 80(1) (in relation to the postponement, attempted prevention or prevention of parental leave)(j) sections 80F and 80G (duties in relation to an application for a change in terms and conditions of employment for flexible working)(k) section 92 (right to written statement of reasons for dismissal)(l) Part X (unfair dismissal)(m) section 135 (right to a redundancy payment) 3. Any claim under the Protection from Harassment Act 1997. 4. Under the National Minimum Wage Act 1998:(a) section 10 (worker's right of access to records)(b) section 23 (right not to suffer a detriment) 5. Under section 10 (right to be accompanied) of the Employment Relations Act 1999. 6. Under Part 5 of the Equality Act 2010:(a) direct discrimination)(b) discrimination arising from disability)(c) indirect discrimination)(d) in respect of the duty to make adjustments)(e) harassment)(f) victimisation)(g) in relation to the:(i) effect of a non-discrimination rule(ii) effect, or a breach, of an equality clause or rule(iii) enforceability of a contractual or non-contractual term 7. That the employer instructed, caused, induced or knowingly aided any act which is unlawful under the Equality Act 2010. 8. Under the Working Time Regulations 1998:(a) regulations 10(1) and (2) (daily rest)(b) regulations 11(1), (2) and (3) (weekly rest period)(c) regulation 12(1) and (4) (rest breaks)(d) regulation 13 (entitlement to annual leave)(e) regulation 13A (entitlement to additional annual leave)(f) regulation 14(2) (entitlement to compensation related to entitlement to leave where worker's employment terminated during leave year)(g) regulation 16(1) (payment in respect of periods of annual leave)(h) regulation 24 (compensatory rest where worker required to work during rest period or rest break)(i) regulation 24A (adequate rest for mobile workers where relevant parts of regulations 10, 11 and 12 are excluded)(j) regulation 27(2) (compensatory rest for young workers where there has been a force majeure)(k) regulation 27A(4)(b) (compensatory rest for young workers under other exceptions) 9. Under regulation 19 (detriment relating to pregnancy, maternity or parental leave) of the Maternity and Parental Leave etc Regulations 1999. 10. Under the Transnational Information and Consultation Regulations 1999:(a) regulation 25 (right to time off for members of a European Works Council)(b) regulation 26 (right to remuneration for time off)(c) regulation 31 (right not to suffer a detriment) 11. Under the Part-time Workers (Prevention of Less Favourable Treatment) Regulations 2000:(a) regulation 5 (less favourable treatment on the grounds of being a part-time worker)(b) regulation 7(2) (right not to be subjected to a detriment) 12. Under the Fixed-Term Employees (Prevention of Less Favourable Treatment) Regulations 2002:(a) regulation 3 (less favourable treatment on the grounds of being a fixed-term employee)(b) regulation 6(2) (right not to be subjected to a detriment)(c) regulation 8 (successive fixed-term contracts)(d) regulation 9 (right to receive written statement of variation) 13. Under regulation 28 (detriment relating to paternity or adoption leave) of the Paternity and Adoption Leave Regulations 2002. 14. Under the Merchant Shipping (Working Time: Inland Waterways) Regulations 2003:(a) regulation 10 (entitlement to adequate rest)(b) regulation 11 (entitlement to annual leave and payment for leave) 15. Under the Fishing Vessels (Working Time: Sea-fishermen) Regulations 2004:(a) regulation 7 (entitlement to adequate rest)(b) regulation 11 (entitlement to annual leave and payment for leave) 16. Under the Information and Consultation of Employees Regulations 2004:(a) regulation 27 (right to time off for information and consultation representatives)(b) regulation 28 (right to remuneration for time off)(c) regulation 32 (right not to suffer a detriment) 17. Under regulation 13 (duty to inform and consult representatives) of the Transfer of Undertakings (Protection of Employment) Regulations 2006. 18. Under the Occupational and Personal Pension Schemes (Consultation by Employers and Miscellaneous Amendment) Regulations 2006:(a) schedule, part 2 (right to time off for functions as a representative)(b) schedule, part 3 (right to remuneration for time off for functions as a representative)(c) schedule, para 8 (right not to be subject to a detriment) 19. Under the Companies (Cross-Border Mergers) Regulations 2007:(a) regulation 43 (right to time off for members of special negotiating body etc)(b) regulation 44 (right to remuneration for time off in capacity as member of special negotiating body)(c) regulations 49 or 50 (right not to be subject to a detriment) 20. Under the Cross-border Railway Services (Working Time) Regulations 2008:(a) regulation 3 (entitlement to daily rest)(b) regulation 4 (sole driver's entitlement to break)(c) regulation 5 (breaks for drivers)(d) regulation 6 (breaks for other drivers)(e) regulation 7 (entitlement to weekly rest) 21. Under the European Public Limited-Liability Company (Employee Involvement) (Great Britain) Regulations 2009:(a) regulation 26 (time off for membership of a special negotiating body)(b) regulation 27 (remuneration for time off)(c) regulation 31 (detriment for membership of a special negotiating body) 22. Under the Employment Relations Act 1999 (Blacklists) Regulations 2010:(a) regulation 5 (refusal of employment relating to a prohibited list)(b) regulation 6 (refusal of employment agency services relating to a prohibited list)(c) regulation 9 (detriment relating to a prohibited list) 23. Under regulation 33 (detriment relating to additional paternity leave) of the Additional Paternity Leave Regulations 2010. 24. For personal injury (except any latent personal injury). 25. For breach of contract. 26. In relation to notice or pay in lieu of notice (PILON). 27. [Any other claim arising under UK statute, UK common law or under European Law (except any accrued and future pension rights) that the parties wish to settle. Any such claim or claims must be specifically listed.] Annex B: Conditions regulating settlement agreements [If the Agreement is being used in Scotland add: 'This is Annex B to the Settlement Agreement between [Employer] and [Employee] as referred to and incorporated into that Agreement.']. Section 288(2B) of the Trade Union and Labour Relations Consolidation Act 1992 section 203(3) of the Employment Rights Act 1996 section 49(4) of the National Minimum Wage Act 1998 section 147(3) of the Working Time Regulations 1998 regulation 35(3) of the Transnational Information and Consultation of Employees Regulations 1999 regulation 9 of the Part-time Workers (Prevention of Less Favourable Treatment) Regulations 2000 regulation 10 of the Fixed-Term Employees (Prevention of Less Favourable Treatment) Regulations 2002 the Employment Relations Act 1999 the Merchant Shipping (Working Time: Inland Waterways) Regulations 2003 sub-paragraphs (a) to (e) of r40(4) of the Information and Consultation of Employees Regulations 2004 the Fishing Vessels (Working Time: Sea-fishermen) Regulations 2004 sub-paragraphs (a) to (e) of paragraph 13(1) of the Schedule to the Occupational and Personal Pension Schemes (Consultation by Employers and Miscellaneous Amendment) Regulations 2006 sub-paragraphs (a) to (e) of r62(4) of the Companies (Cross-Border Mergers) Regulations 2007 the Cross-border Railway Services (Working Time) Regulations 2008 sub-paragraphs (a) to (e) of r39(4) of the European Public Limited-Liability Company (Employee Involvement) (Great Britain) Regulations 2009 Annex C: Declaration from the Employee's independent Adviser [If the Agreement is being used in Scotland, add the following: 'This is Annex C to the Settlement Agreement between [Employer] and [Employee] as referred to and incorporated into that Agreement.']. I can confirm that:1. I am a relevant independent adviser within the meaning of the legislation listed in Annex B. 2. I advised [Employee name] ('the Employee') on the terms and effect of the Agreement between them and [Employer name] and, in particular, its effect on their ability to pursue their rights before an employment tribunal or other court. 3. At the time that I provided advice to the Employee a contract of insurance, or an indemnity provided for members of a professional body, covering the risk of a claim by the Employee in respect of loss arising as a consequence of my advice was in force. Signed: Adviser's organisation:Address of Adviser's organisation: Did you get the information you need from this page? Yes No Use this settlement agreement template for resolving disputes without resorting to lengthy and costly litigation. Settlement agreements are essential tools for resolving disputes without resorting to lengthy and costly litigation. If you've ever been involved in a dispute, whether personal or business-related, you might have come across this type of contract. Let's delve into the world of settlement agreements and how you can automate yours today. What is a settlement agreement? A settlement agreement is a legally binding contract between two or more parties, used to resolve a dispute outside of court. The parties involved agree on specific terms, often involving one party agreeing to pay a sum of money, in exchange for the other party dropping any legal claims against them. These agreements are commonly used in employment disputes, where an employee agrees not to pursue any legal action against their employer in return for a specified sum of money or other benefits. They can also be used in various other situations, such as personal injury claims, business disputes and property disagreements. Why use a settlement agreement? There are numerous reasons a settlement agreement could be the best option for you. Cost-effective. Going to court can be expensive. By settling disputes outside of court, parties can save on legal fees and other associated costs. Time-saving. Litigation can be a lengthy process. Settlement agreements can resolve disputes in a fraction of the time. Confidentiality. Court proceedings are public. Settlement agreements allow parties to keep the details of their dispute and its resolution private. Control. Parties have more control over the outcome, as they can negotiate mutually beneficial terms. Certainty. Once signed, a settlement agreement provides certainty, as parties know exactly what is expected of them. Key components of a settlement agreement Usually, a settlement agreement will include the following: Parties involved. Clearly define who the parties to the agreement are. Background information. Provide context about the dispute, including any previous interactions or agreements. Settlement amount. Specify any monetary amount to be paid. Payment terms. Detail how and when the payment will be made. Release of claims. The party receiving payment agrees not to pursue any further legal action related to the dispute. Confidentiality clause. Often, parties agree to keep the terms of the settlement and the underlying dispute confidential. Governing law. Specify which jurisdiction's laws will govern the agreement. Other provisions. Depending on the nature of the dispute, other clauses might be necessary, such as non-disparagement clauses or future cooperation clauses. When should you use a settlement agreement? Settlement agreements can be used in a number of situations, some of which are outlined below: Employee disputes. When an employer and employee wish to part ways, but there are potential legal claims, such as unfair dismissal or discrimination. Personal injury claims. If someone has been injured and the person or entity responsible agrees to compensate them without admitting liability. Business disputes. When two businesses have a disagreement but prefer a quick and private resolution over litigation. Property disagreements. For disputes related to property boundaries, damages, or other property-related issues. Drafting a settlement agreement Creating a robust settlement agreement is crucial to ensure all parties are protected and the dispute is fully resolved. Here are some steps to consider: 1. Consult with legal counsel Always get legal advice when drafting or entering into a settlement agreement. 2. Detail the dispute Clearly outline the nature of the dispute and the reasons for the settlement. 3. Specify terms Clearly define all terms, including payment amounts, deadlines, and any other obligations. 4. Include a release Ensure the agreement includes a release of all claims related to the dispute. 5. Maintain confidentiality If desired, include a confidentiality clause to keep the terms of the agreement private. 6. Sign and date Ensure all parties sign and date the agreement. Benefits of automating your settlement agreement process Modern businesses and individuals are looking for efficient ways to draft and manage settlement agreements. Contract automation platforms can streamline the process, ensuring accuracy, consistency, and speed. Features might include template generation, electronic signatures, and centralized storage, making the entire process seamless. Settlement agreements are powerful tools for resolving disputes amicably and efficiently. By understanding their purpose and structure, parties can ensure they protect their interests and achieve a satisfactory resolution. Unfortunately, in today's legal landscape, it's uncommon for legal teams to be without a settlement agreement template. Most organizations will have crafted templates for essential contracts like settlement agreements and stored them in shared drives for management and HR teams to access. Having a settlement agreement template on hand and ready for customization eliminates the need for management or HR teams to await the legal department's input when resolving a dispute or finalizing a settlement. This accelerates the resolution process, ensuring disputes are settled promptly and amicably. Moreover, this approach ensures that a majority of the settlement agreement terms remain standardized, significantly reducing the potential for errors and inconsistencies. However, even if legal teams have a settlement agreement template prepared, there remains a substantial amount of administrative work for HR and management teams to finalize them. When these contracts are managed in traditional word processors, teams must manually input all relevant data and adjust the terms within the contract to match the specific settlement conditions. Given that word processing documents are static, modifying a settlement agreement template often necessitates creating new versions and copying specific sections of the agreement into a new document to update the terms. Despite having a settlement agreement template, managing these contracts manually can become a monotonous and lengthy task for HR and management teams. Can automation enhance the management of settlement agreements? The good news is that this process is ripe for automation. Contract automation platforms can alleviate this burden by streamlining the administrative tasks that HR and management teams often find cumbersome. Juro's contract automation platform offers businesses the tools to handle settlement agreements more efficiently, thanks to features like: Automated contract templates. Legal departments can design adaptable settlement agreement templates in Juro's intuitive rich-text editor, making modifications straightforward. Conditional logic. Instead of crafting individualized contracts for different disputes, Juro allows users to automatically incorporate specific conditions into a settlement agreement based on the nature of the dispute. Integration with management platforms. Juro seamlessly integrates with platforms like Workday and Greenhouse, facilitating the direct transfer of data from profiles into contract smart fields, thus eliminating manual data entry. Mass generation. With Juro's bulk actions, teams can generate, auto-fill, and dispatch settlement agreements for signatures on mass, an ideal feature for large organizations. Mobile-responsive eSignature. Parties can swiftly sign settlement agreements upon reviewing them, leveraging Juro's native eSignature capabilities. In-platform commenting. Settlement agreements can sometimes be intricate for involved parties. Juro's in-browser contract negotiation tools allow parties to pose questions and add comments directly to the contract for clarification. For more information, simply hit the button below to book a personalized demo. Did you get the information you need from this page? Yes No

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