

Sample deed of release - settlement before court

This is a sample. It is important to complete this form with your own details and based on your own circumstances. If you need more help get legal advice.

Settlement Agreement and Deed of Release

This Settlement Agreement and Deed of Release is made on 30 August 2013.

Between

Kim-Ly Geun (the **Employee**)

and

Tasty Food Pty Ltd t/as The Golden Goose (the **Employer**)

(the **Parties**).

This states in detail who the agreement is between.

Background

This section includes a brief description of the circumstances of the dispute and why the agreement has been made.

1. The Employee was employed full-time by the Employer as food and beverage attendant grade 2 on 2 June 2010.
2. The Employee's employment was made redundant on 27 June 2013 (the **Redundancy**).
3. Without admission of liability, the Parties have agreed to fully and finally settle all matters arising out of and in connection with the Redundancy and the Application on the terms of settlement set out in this Settlement Agreement and Deed of Release (the **Agreement**).

Terms of Settlement

This section includes the details of the agreement, including:

- any amounts that may have to be paid
- that the agreement remain confidential
- which State or Territory's law will apply if someone breaks the agreement

1. The Employee and Employer agree to fully and finally settle the matter on the following basis:

Payment

This section has the details of any payments of money that have been agreed.

- 1.1. The Employer will pay to the Employee the amount of \$7000 gross, taxed as an employment termination payment, in addition to any other monies previously paid to the Employee by the Employer.
- 1.2. The amount payable at 1.1 is payment to the Employee for:
 - 1.2.1. Unpaid annual leave of \$2858.64
 - 1.2.2. Leave loading on the amount at 1.2.1 of \$500.26
 - 1.2.3. Payment in lieu of one weeks notice of \$664.80
 - 1.2.4. Redundancy pay at agreed amount of \$2976.30.
- 1.3. The Employer within seven (7) days of the Employee and the Employer signing these terms of settlement will pay the dollar amount specified in this Agreement.
- 1.4. The dollar amount specified in these terms of settlement will be paid by the Employer by electronic funds transfer into the Employee's nominated financial account

Statement of Service

This section states that the employer will give the employee a statement with details of their employment, and when it has to be given by.

- 1.5. The Employer will within seven (7) days of the Employee and the Employer signing this Agreement, provide the Employee with a statement of their service with the Employer, outlining the period of service of the Employee with the Employer, the Employee's position with the Employer and the Employee's duties for the Employer.

This section states that both the employer and the employee agree that as a result of this agreement they no longer have a right to sue each other for anything related to the employee's employment, except for certain rights in law.

Release

For example, the employee can't sign this and then sue the employer for unfair dismissal.

- 1.6. On the Employer complying with clauses 1.1 to 1.5 above, the Employee releases and forever discharges and releases the Employer, its directors, employees, assignees or successors from any liability past, present or future from all claims, suits, demands, actions or proceedings arising out of or connected with the Employee's employment with the Employer, including but not limited to the cessation of the employment.
- 1.7. The Employer releases and forever discharges and releases the Employee from any liability past, present or future from all claims, suits, demands, actions or proceedings arising out of or connected with the Employee's employment with the Employer, including but not limited to the cessation of the employment.
- 1.8. Nothing in the Agreement affects any claims, suits, demands, actions or proceedings the Employee has or may have under statute, an industrial instrument, or common law for a work-related injury, illness, disease or death, or under superannuation legislation.

Costs

This section explains who will pay for each party's legal costs.

- 1.9. Each party must pay its own legal costs of and incidental to this Agreement.

This section explains that the agreement is to remain confidential. Neither party can disclose what was agreed to anyone else, except to their lawyer or financial advisor, or if required by law.

Confidentiality

- 1.10. The Employee and the Employer will keep the provisions of this Settlement Agreement and Deed of Release confidential, provided that the Employee and the Employer may disclose the provisions to their legal or financial advisers or any other person that by law must be informed of the provisions.

Non Disparagement

This section states that the employer and employee can't say bad things about the other.

- 1.11. Neither the Employee nor the Employer will disparage or denigrate the other

This section simply states that each party can sign a separate, but identical, copy of the agreement. Once both are signed they can be exchanged and the day they are exchanged is the date the agreement is made.

Counterparts

- 1.12. This Settlement Agreement and Deed of Release may be executed in counterparts, meaning that the execution will be complete when each party holds a copy signed by the other party, even though the signatures of both parties do not appear on the same copy.

Governing Law

This section states which State or Territory (jurisdiction) a claim can be made in if the agreement is breached.

- 1.13. The laws of New South Wales govern this Agreement and each party agrees to submit to the jurisdiction of the Courts of New South Wales.

The section below is where the parties sign the agreement.

If a party is an individual, their signature has to be witnessed, and the witness must include their name and address. The witness can be any adult. If a party is a company (corporation) directors and/or a company secretary can sign on behalf of the company, and their signatures don't always have to be witnessed.

Signed, sealed and delivered by

Kim-Ly Geun

Kim-Ly Geun

in the presence of

John Hargraves

Witness Name: John Hargraves

Witness Address: 8 West Street

Westown NSW

and

Executed as a deed by Tasty Food Pty Ltd under section 127(1) of the Corporations Act 2001 (Cth) by being signed by Gary Sanchez who is its sole director and sole company secretary.

Gary Sanchez

Gary Sanchez