**Settlement agreement for employees with long garden leave or notice period**

**[Company name]**

and

**[Employee name]**

**SETTLEMENT AGREEMENT**

**WITHOUT PREJUDICE & SUBJECT TO CONTRACT –**

**THIS AGREEMENT** is dated the     day of      and is made

BETWEEN:

(1)           **[Company name],** [address], registered number [number] (the “Company”);

(2)           **[Employee name]**, [address]  (“**you/your**”)

1. This Agreement sets out the terms relating to the termination of your employment with the Company, which will occur on 10 October 2018 (the “**Termination Date**”).  It is intended that this Agreement shall have effect as a settlement agreement and compromise agreement in accordance with the Acts (as defined below). It is a condition of the payments and arrangements detailed in this Agreement that you repeat your acceptance of them in full and final settlement of any and all claims, demands, costs, legal fees, expenses or rights of action which you had, have or may have against the Company and/or any Group Company and/or any Third Party on the termination of your employment with the Company.  Accordingly, prior to receipt of the payment set out in at clause 7 below or any part thereof you agree to enter into a further settlement agreement with the Company on or after the Termination Date but in any event by no later than 17 October 2018 in the form attached at Schedule 3 to this Agreement (the **“Second Settlement Agreement”**).
2. The parties acknowledge that you may have claims or rights of action against the Company for unfair dismissal, breach of contract, a redundancy payment and unlawful deduction of wages (collectively the “**Employment Claims**”).
3. You and the Company have reached agreement that your employment will terminate on the Termination Date on the terms and conditions contained in this Agreement and that you waive all of your current or potential claims against the Company arising out of your employment, its termination or otherwise.
4. In this Agreement:
   1. “**Group Company**” means any one of the Company, its subsidiaries, its holding company or any subsidiary of its holding company from time to time (in each case defined by sections 1159, 1161 and 1162 of the Companies Act 2006) and any associated company of any such company (as defined by section 416 of the Income and Corporation Taxes Act 1988 (as amended))
   2. “**Third Party**” means any Group Company and any employee (past or present), any benefit plan operated by any Group Company or the trustees of any such benefit plan (save for any pension plan or trustees thereof in relation to which the carve out in clause 10 applies) director, shareholder, consultant, agent, assign or officer of the Company and/or any Group Company;
   3. the “**Acts**” means the Employment Rights Act 1996, the Sex Discrimination Act 1975, the Race Relations Act 1976, the Trade Union and Labour Relations (Consolidation) Act 1992, the Disability Discrimination Act 1995, the Working Time Regulations 1998, the Equal Pay Act 1970, the Part-Time Workers (Prevention of Less Favourable Treatment) Regulations 2000, the Fixed-term Employees (Prevention of Less Favourable Treatment) Regulations 2002, the Employment Act 2002, the Employment Equality (Sexual Orientation) Regulations 2003, the Protection from Harassment Act 1997, the Employment Relations Act 1999, the Maternity and Parental Leave Regulations 1999, Employment Equality (Religion or Belief) Regulations 2003, the Data Protection Act 1998, the Employment Act 2002 (Dispute Resolution) Regulations 2004, the Information and Consultation of Employees Regulations 2004, the Employment Equality (Age) Regulations 2006, the Transfer of Undertakings (Protection of Employment) Regulations 2006, the Occupational and Personal Pension Schemes (Consultation by Employers and Miscellaneous Amendment) Regulations 2006, the National Minimum Wage Act 1998 and the Equality Act 2010. For the purposes of this Agreement and the Second Settlement Agreement, any references to Acts shall include any amendments and or replacements to the acts and regulations, set out in this clause; and
   4. the “**Contract**” means your contract of employment dated 10 August 2010.
   5. You will be paid your salary and will be provided all other benefits in the usual way, less income tax and employee’s National Insurance contributions, up to and including the Termination Date, when all such entitlements will cease. You will also be paid the sum of £5,736 in lieu of 19.5 days accrued but untaken holiday as at the Termination Date, less income tax and employee’s National Insurance contributions, subject to clause 6(d) below.  You agree that the Company will deduct any sum owing by you under any terms and conditions of your employment that may require the repayment of sums paid by the Company to or in respect of you or as a result of any overpayment by the Company to or in respect of you from any sums due to you on such termination (including, but not limited to, any excess holiday taken over what has accrued by the Termination Date and any outstanding loans from the Company to you).The Company warrants that it is not aware of any sums owing by you which will be deducted.
   6. With effect from the date of this Agreement you are released from your obligations to perform your duties for the Company and attend its offices and will remained as an employee until the Termination Date on garden leave.  You further agree that, between the date of this Agreement and the Termination Date:
      1. you will not without the prior written consent of the Company:
         1. attempt to terminate, or serve or purport to serve notice of termination of employment seeking to terminate, your employment before the Termination Date;
         2. attend any premises of the Company or any Group Company;
         3. contact or deal with (or attempt to contact or deal with) any officer, employee, consultant, client, customer, supplier, agent, distributor, shareholder, adviser or other business contact of the Company or any Group Company;
         4. provide any services to any other business or be directly or indirectly involved in or engaged by any other business;
         5. Sub-clauses 6(a)(i) and/or 6(a)(ii) will not apply where your contact and/or attendance relates to any efforts on your part to obtain employment within the Company and/or Group Company.
5. you will remain an employee of the Company and will continue to owe your existing fiduciary duties to the Company as well as all express and implied duties of fidelity and confidentiality under the Contract. While you may not compete or take any steps to compete against the Company or any Group Company in this period, you may (for the avoidance of doubt) apply for alternative employment provided that you do not perform any services for such prospective employer and do not breach any duties of confidentiality or other obligations under the Contract or under this Agreement in doing so;
6. save where you are on authorised holiday, you will remain available and contactable at all times during normal working hours to answer any questions the Company may have relating to your duties;
7. you will give the Company at least two weeks’ advance notice of the dates on which you intend to take holiday (with any days holiday taken being offset against and deducted from the payment in lieu of accrued but untaken holiday referred to in clause 5 above);
8. you will continue to be paid your salary and provided with all contractual allowances and benefits in the usual way, less income tax and employee’s National Insurance contributions as appropriate up to the Termination Date.  You acknowledge that you are not entitled to any salary, bonus, commission or other payment other than as set out in this Agreement nor to any increase to remuneration before the Termination Date.
9. Subject to your compliance with your obligations under this Agreement, the Company shall, as compensation for loss of employment but without admission of liability, pay to you in the next payroll run following the later of the (i) Termination Date or (ii) receipt by the Company of both the Second Settlement Agreement in the form attached at Schedule 3 of this Agreement duly executed by you and of a second certificate in the form annexed to this Agreement as Schedule 1 signed by the Independent Adviser, the sum of £35,000 an ex-gratia compensation payment (the “**Compensation Payment**”), from which the Company will deduct such income tax and employee’s National Insurance contributions as it is required by law to deduct.
10. The parties believe that the first £30,000 of the Compensation Payment, being a compensation payment for the termination of your employment, falls within the £30,000 tax exemption referred to in the Income Tax (Earnings and Pensions) Act 2003 (“ITEPA”), section 403.  The first £30,000 of the Compensation Payment will therefore be paid to you free of tax.  The balance of the Compensation Payment, being £5,000, will be paid to you after deduction of income tax and any applicable employee National Insurance contributions in the usual way   The Company gives no warranty as to the tax treatment described in this clause.
11. Without prejudice to any rights you may have under the Company’s HMRC approved Stock Incentive Plan (referred to by the Company as the [name]), you acknowledge that as at the Termination Date you have no options or other rights (whether vested or unvested) over shares in the Company or any Group Company.
12. The Company recognises, without admission of liability, that you may have certain claims arising out of or in connection with your employment and/or its termination.  You hereby represent and warrant that you may have certain claims (and therefore could bring proceedings) against the Company for:

* damages for breach of contract howsoever arising including in respect of stigma;
* pay in lieu of notice or damages for termination of employment without notice or on short notice;
* outstanding pay, holiday pay (including under the Working Time Regulations 1998), overtime, bonuses, commission and benefits in kind;
* unlawful deductions from wages under Part II of the Employment Rights Act 1996;
* a breach of equality of terms under the Equality Act 2010 and/or a breach of the Equal Pay Act 1970 or Article 141 of the Treaty of Rome;
* unfair dismissal under Part X of the Employment Rights Act 1996;
* a redundancy payment whether statutory (under Part XI of the Employment Rights Act 1996) or otherwise;
* compensation under Regulation 15 of the Transfer of Undertakings (Protection of Employment) Regulations 2006;
* unlawful discrimination (whether direct or indirect), unlawful detriment, harassment or victimisation related to sex, marital or civil partnership status, pregnancy or maternity or gender reassignment under the Equality Act 2010 and/or unlawful discrimination (whether direct or indirect), harassment or victimisation related to sex, marital or civil partnership status, gender reassignment, pregnancy or maternity under the Sex Discrimination Act 1975;
* unlawful detriment relating to pregnancy, childbirth, maternity, adoption, parental or paternity leave or time off for dependants or otherwise pursuant to section 47C of the Employment Rights Act 1996 or a claim in relation to a refusal to permit time off for dependants pursuant to section 57B of the Employment Rights Act 1996;
* unlawful discrimination (whether direct or indirect), unlawful detriment, harassment, victimisation or otherwise related to race under the Equality Act 2010 and/or race discrimination (whether direct or indirect), unlawful detriment, harassment or victimisation under the Race Relations Act 1976;
* disability discrimination (whether direct or indirect), harassment or victimisation related to disability, discrimination arising from disability, or failure to make adjustments under the Equality Act 2010 and/or direct discrimination, disability-related discrimination, harassment or victimisation related to disability or failure to make adjustments under the Disability Discrimination Act 1995;
* damages or compensation for personal injury of any kind to the extent that any such claim arises out of or relies upon any act of discrimination (of any kind);
* personal injury of which you are aware or ought reasonably to be aware of at the date of this Agreement;
* unlawful detriment suffered under Part V of the Employment Rights Act 1996 or any other claim under the Employment Rights Act 1996;
* a protective award made by an Employment Tribunal under the Trade Union and Labour Relations (Consolidation) Act 1992;
* a breach of the Working Time Regulations 1998;
* a breach of the National Minimum Wage Act 1998;
* damages under the Data Protection Act 1998;
* a breach of the Part-Time Workers (Prevention of Less Favourable Treatment) Regulations 2000, or action or detriment under regulation 7 of those Regulations;
* a breach of the Fixed-Term Employees (Prevention of Less Favourable Treatment) Regulations 2002, or action or detriment under regulation 6 of those Regulations;
* a breach of Part VIIIA of the Employment Rights Act 1996 (flexible working);
* a breach of the Maternity and Parental Leave etc Regulations 1999 (parental leave);
* unlawful discrimination (whether direct or indirect), unlawful detriment, harassment, victimisation or otherwise related to sexual orientation under the Equality Act 2010 and/or unlawful discrimination (whether direct or indirect), unlawful detriment, harassment or victimisation on the grounds of sexual orientation under the Employment Equality (Sexual Orientation) Regulations 2003;
* a breach of the Protection from Harassment Act 1997;
* unlawful discrimination (whether direct or indirect), unlawful detriment, harassment, victimisation or otherwise related to religion or belief under the Equality Act 2010 and/or unlawful discrimination (whether direct or indirect), unlawful detriment, harassment or victimisation on the grounds of religion or belief under the Employment Equality (Religion or Belief) Regulations 2003;
* a breach of the Employment Act 2002 (Dispute Resolution) Regulations 2004;
* unlawful discrimination (whether direct or indirect), unlawful detriment, harassment, victimisation or otherwise related to age under the Equality Act 2010 and/or unlawful discrimination (whether direct or indirect), unlawful detriment, harassment or victimisation on the grounds of age under the Employment Equality (Age) Regulations 2006 (including any breach of the “duty-to-consider” procedure set out in Schedule 6 of the Employment Equality (Age) Regulations 2006);
* a breach of the Public Interest Disclosure Act 1998 (including an unlawful detriment) in respect of which you may present a complaint to an Employment Tribunal under section 48(1A) of the Employment Rights Act 1996;
* a breach of sections 10 and/or 12 of the Employment Relations Act 1999 (right to be accompanied at disciplinary or grievance hearings and related rights);
* a breach of the Schedule to the Occupational and Personal Pension Schemes (Consultation by Employers and Miscellaneous Amendment) Regulations 2006;
* a breach of Part VI of the Employment Rights Act 1996 (time off work);
* a breach of sections 1, 4 or 8 of the Employment Rights Act 1996 (statement of particulars (or changes) or an itemised pay statement);
* a breach of the Agency Workers Regulations 2010;
* a breach of the Transnational Information and Consultation of Employees Regulations 1999;
* a breach of the Companies (Cross-Border Mergers) Regulations 2007; and
* a breach of the Information and Consultation of Employees Regulations 2004.

1. This Agreement will not settle or compromise any claims in respect of accrued pension rights or for personal injury of which claim you are not aware as at the date of this Agreement or for breaches of the terms of this Agreement.
2. You accept that, without any admission of liability on the part of the Company or any Group Company, the arrangements contained in this Agreement are in full and final settlement of the Employment Claims and of the actual or potential claims set out in clause 10 above (the “**Claims**”) and all and any other possible claims or rights of action (including, without limitation, whether contractual, statutory, tortious or otherwise) in all jurisdictions that you may have against the Company, any Group Company or any of their officers or employees arising out of or in connection with your employment or its termination, save that this waiver does not include the matters excluded by clause 11 above.
3. You have received advice from a relevant independent advisor, whose details appear in the certificate annexed to this Agreement at Schedule 1 (the “Independent Adviser”), as to the terms and effect of this Agreement, and in particular as to its effect on your ability to bring any claim before an Employment Tribunal.  You have been advised that the Independent Adviser is covered by a current contract of insurance or an indemnity policy provided for members of a professional body in respect of any claim by you for loss arising as a consequence of the advice given to you.  You have been advised and agree that the conditions regulating settlement agreements and compromise agreements under the Acts are satisfied.
4. You hereby represent and warrant that

(a)           you have entered into this Agreement voluntarily and have been given a reasonable period of time in which to consider its terms prior to doing so;

(b)           the Claims are the only claims and prospective proceedings that you have against the Company, any Group Company or their officers or employees arising out of or in connection with your employment or its termination and you confirm that do not have and you are not aware of any other circumstances that may give rise to any other claims or rights of action whatsoever against the Company, any Group Company or any of their officers or employees.  You confirm that you enter into this warranty having taken the legal advice referred to in clause 13 above, in respect of all rights, claims and proceedings that you may have against or have brought against the Company, any Group Company or their officers or employees;

(c)           you do not have and you are not aware of any circumstances that may give rise to any claims or rights of action under the Equality Act 2010 against the Company, any Group Company or their officers or employees arising out of or in connection with your employment or its termination which are not validly waived by this Agreement and confirm that you enter into this warranty having taken the legal advice referred to in clause 13 above;

(d)           you have not withheld or failed to disclose any material fact concerning the performance of your duties to the Company or any Group Company or any breach of any material term (express or implied) of your contract of employment;

(e)       you have notified the Company of all complaints against it, any Group Company or any of their officers or employees arising out of or in connection with your employment or its termination;

(f)            you have not presented a Claim Form to an office of the Employment Tribunals or issued a Claim Form in the High Court or County Court in connection with your employment or its termination and you undertake that neither you nor anyone acting on your behalf will present or further any such complaint or present or issue such a Claim Form in respect of any of the Claims or any other claim or right of action;

(g)           in so far as you are aware, you have no claim against the Company, any Group Company or any of their officers or employees for personal injury.

1. You acknowledge and agree that the Company has agreed these terms in reliance on the representations and warranties set out in clause 14 of this Agreement and that, in the event of any breach thereof, the Compensation Payment must be immediately repaid by you to the Company and will be recoverable by the Company as a debt.  Further, you agree that if you breach any of the representations or warranties contained in clause 14 of this Agreement, you will indemnify the Company and any Group Company against any cost, liability or expense incurred by the Company or any Group Company as a result of such breach. You further agree that to the extent that you have not repaid the Compensation Payment pursuant to this clause and you institute or continue any proceedings in respect of any claim, or any one or more of the Claims against the Company and/or any Group Company then the Compensation Payment will be set off against the award, and if the award is less than the Compensation Payment then you will repay to the Company the difference between the Compensation Payment and the award.
2. You will be responsible for the payment of any tax and employee’s national insurance contributions referable to the Compensation Payment and all other payments and the provision of benefits set out in this Agreement in excess of any PAYE deductions made by the Company.  You hereby agree to indemnify the Company and any Group Company on a continuing basis against any tax, employee’s National Insurance contributions (in excess of any PAYE deductions made by the Company) and penalties, interest, costs and expenses that the Company or any Group Company is obliged to pay in respect of Compensation Payment or any other payment or benefit provided under this Agreement other than where such penalties, interest, costs and expenses are incurred due to the delay or default of the Company or any Group Company (referred to below as ‘excess tax’).  The Company will give you a reasonable opportunity at your expense to dispute any determination by a relevant tax authority that excess tax is due before making a payment of such excess tax.
3. The Company shall on the production of an appropriate copy VAT invoice pay direct to the Independent Adviser’s firm reasonable fees up to a maximum of £500 plus VAT as a contribution in respect of your legal expenses relating exclusively to the negotiation and preparation of this Agreement.
4. You undertake that you will not, whether directly or indirectly, make, publish or otherwise communicate any disparaging or derogatory statements, whether in writing or otherwise, concerning the Company or a Group Company or their officers or employees.  Nothing in this Agreement shall prevent you from making a protected disclosure in accordance with the Public Interest Disclosure Act 1998.
5. You agree to keep the terms of this Agreement strictly confidential and agree not to disclose, communicate or otherwise make public the same to anyone (save to your immediate family and your professional advisers (provided always that you have obtained such person’s or persons’ agreement to keep such matters confidential) and the relevant tax authorities and otherwise as may be required to be disclosed by law or a relevant regulatory authority).
6. You undertake to return on or before the Termination Date to the Company all property, equipment, records, correspondence, documents, files, discs, software and other information (whether originals, copies or extracts) belonging to the Company or any Group Company which may be in your possession, power or control and you undertake not to retain any copies.
7. In consideration of the sum of £100, to be paid to you by the Company at the same time as the Compensation Payment (less such income tax and employee’s National Insurance contributions as the Company is required by law to deduct) you agree and acknowledge that:-

(a)           you will not (save as required by law or a competent regulatory authority) at any time after the Termination Date other than with the prior written consent of the Company use or divulge to any person, firm or company any trade or business secrets or any confidential information concerning the business or finances of the Company or any Group Company or of any dealings, transactions or affairs of the Company or any Group Company or of any customer, client or supplier of the Company or of any Group Company (including without limitation information relating to products and proposed products, computer software and hardware, forward planning programmes, merger and acquisition discussions or dealings, fund details, client lists and marketing plans or proposals) which has come to your knowledge in the course of your employment (provided always that this clause shall not apply to information which is or comes within the public domain other than by reason of your default);

(b)           you will comply with those obligations contained in your contract of employment that are stated as continuing to apply following the termination of your employment;

(c)           you will at the request of the Company or any Group Company provide such assistance to it as may be reasonably requested by it or them in any threatened or actual litigation concerning it or them where you have in your possession or knowledge any facts or other matters which the Company or any Group Company reasonably considers to be relevant to such legal proceedings (including, but not limited to, giving statements and affidavits, meeting with the legal and other professional advisers of the Company or any Group Company, attending any legal hearing and giving evidence) provided always that the Company or the relevant Group Company shall reimburse you for reasonable expenses properly incurred by you in giving such assistance subject to agreement in advance with the Company of those expenses;

(d)           you will prior to the Termination Date co-operate with and comply with the instructions of the Company in order to hand over securely the management of any of the Company’s business for which you have responsibility to such other person as the Company shall designate with a view to ensuring that the relationships of the Company with its Investors, intermediaries, clients and Prospective Clients are preserved and that the Company’s business is properly serviced.

1. For the avoidance of doubt you acknowledge and agree that whilst the consideration set out in clause 21 represents valuable consideration it does not amount to an estimate of or cap on the loss or damage which the Company or any Group Company would suffer were you to breach any of the obligations set out in that clause.
2. The Company agrees to provide a statement of employment in respect of you in the form attached at Schedule 2 within 21 days of a request being received by the Company from a prospective employer.  The Company reserves the right to amend, retract or add to the attached statement of employment in order to comply with any legal or regulatory requirements, including without limitation, to comply with its obligations to the Financial Conduct Authority or the Prudential Regulatory Authority or any other relevant regulatory authority.
3. In the event that you are re-employed by or are engaged to provide services to the Company or any Group Company at any time within four  months after the Termination Date the Company may to require you to repay to the Company the Compensation Payment.
4. Save for any Group Company, a person who is not a party to this Agreement may not enforce any of its terms under the Contracts (Rights of Third Parties) Act 1999.
5. The terms of this Agreement shall be governed by and construed in all respects in accordance with English law and the parties agree to submit to the jurisdiction of the English courts.
6. This Agreement shall constitute a binding open agreement as soon as it is signed by the Company, you and the Independent Adviser, at which point its without prejudice and subject to contract nature shall fall away.
7. This Agreement may be executed in any number of counterparts, each of which, when executed, shall be an original, and all the counterparts together shall constitute one and the same instrument. Delivery of an executed signature page of a counterpart by facsimile transmission or by electronic mail in AdobeTM Portable Document Format (PDF) shall take effect as delivery of an executed counterpart of this Agreement.

Signed ………………………………………………. Dated …………………………  
**[Company]**

Signed ………………………………………………. Dated …………………………  
**[Name]**

schedule 1

INDEPENDENT ADVISER’S CERTIFICATE

To be completed by the Independent Adviser:-

(a)        I am a relevant Independent Adviser as defined in the Acts referred to in clause 4 of the Agreement between [company]  (the “Company”) and [name] (the “Employee”), to which this Certificate is attached.

(b)        I have advised the Employee as to the terms and effect of this Agreement and in particular its effect on the Employee’s ability to pursue a claim in an Employment Tribunal following its signing.

(c)        There was in force at the time of the advice referred to above being given a policy of insurance or an indemnity provided for members of a professional body covering the risk of any claim by the Employee in respect of any loss arising in consequence of my advice to the Employee.

(d)        I am not acting (and have not acted) in relation to this matter for the Company or any Group Company (as defined in the Agreement).

Signed:             ………………………………

Name:               ………………………………

Firm:                 ………………………………

Address:           ………………………………

………………………………

………………………………

………………………………

Dated:              ………………………………

schedule 2

STATEMENT OF EMPLOYMENT

**[Date]**

Private & Confidential

**[Name]**

**[Job title]**

**[Company]**

**[Address]**

Dear **[Name]**

**Re: [name]**

Thank you for your letter dated [date] concerning the above.

We can confirm that [name] was permanently employed by [Company name] (“the Company”) from 10 March 2008 until 10 October 2018.

This reference is given in strict confidence and without liability on the part of the Company, its officers or associates.

Yours sincerely

[Name]

HR Business Partner

**SCHEDULE 3**

**Second Settlement Agreement**

**DATED [●] 2018**

(1)              [Company name]

(2)              [name]

**SECOND SETTLEMENT AGREEMENT**>

**WITHOUT PREJUDICE & SUBJECT TO CONTRACT**

**WITHOUT PREJUDICE & SUBJECT TO CONTRACT**

This Agreement is made on the [●] day of [ ] 2018

**(1)       [Company name],** [address] (the“**Company**”); and

**(2)       [name]**, of [address]  (“**you/your**”)

1. On [DATE] 2018 you and the Company entered into an agreement concerning the arrangements for the termination of your employment on 17 October 2018 (the **“First Settlement Agreement”**).  Unless otherwise stated, capitalised terms used in this agreement (the “**Second Settlement** Agreement”) shall have the same meaning as set out in the First Settlement Agreement.
2. **2.             Waiver of claims**

2.1       You confirm your acceptance of the terms of the First Settlement Agreement and the terms set out in this Second Settlement Agreement in full and final settlement of the Employment Claims and all and any other actual or potential claims you had, have or may have arising from your employment and its termination whether in England and Wales or any foreign jurisdiction, which include unfair dismissal, breach of contract and for a redundancy payment and the actual and potential claims referred to at clause 10 of the First Settlement Agreement (**“the Claims”**). This Second Settlement Agreement and the First Settlement Agreement settle the Claims and reflect the intention of yourself, the Company and each Group Company that this Second Settlement Agreement should also settle all and any other claims you may have against the Company and/or any Third Party in England and Wales or any foreign jurisdiction, including, but not limited to, the United States, subject to and in accordance with the terms of this Second Settlement Agreement).  Accordingly, you accept the terms of this Second Settlement Agreement in full and final settlement and satisfaction of any claim which you have or may have against the Company and/or any Third Party in all jurisdictions arising out of or in connection with your employment or its termination.

2.2       The waiver in clause 12 of the First Settlement Agreement and clause 2 of this Second Settlement Agreement shall have effect irrespective of whether or not you are or could be aware of such claims, costs, expenses and/or rights of action at the date of this Second Settlement Agreement and irrespective of whether or not such claims are in your express contemplation and/or the express contemplation of the Company and/or any Third Party at the date of this Second Settlement Agreement.

2.3       This Second Settlement Agreement will not compromise any claims in respect of accrued pension rights or for breaches of the terms of this Second Settlement Agreement or for personal injury of which claim you are not aware as at the date of this Second Compromise Agreement.  (For the avoidance of doubt this Second Settlement Agreement will settle any personal injury claim that you could have brought ancillary to the Employment Claims or any complaints made by you to the Company including any claim arising from any alleged stress related illness).

**3.         Warranties**

3.1        You represent and warrant and undertake that:

3.1.1     you have received advice from a relevant independent advisor, whose details appear in the certificate annexed to the First Settlement Agreement (the “Independent Adviser”), as to the terms and effect of this Second Settlement Agreement, and in particular as to its effect on your ability to bring any claim before an Employment Tribunal.  You have been advised that the Independent Adviser is covered by a current contract of insurance or an indemnity policy provided for members of a professional body in respect of any claim by you for loss arising as a consequence of the advice given to you.  You have been advised and agree that the conditions regulating settlement agreements and compromise agreements under the Acts are satisfied.

3.1.2.    you have entered into this Agreement voluntarily and have been given a reasonable period of time in which to consider its terms prior to doing so;

3.1.3     the Claims are the only claims and prospective proceedings that you have against the Company or any Third Party arising out of or in connection with your employment or its termination and you confirm that do not have and you are not aware of any other circumstances that may give rise to any other claims or rights of action whatsoever against the Company or any Third Party in England and Wales or any foreign jurisdiction.  You confirm that you enter into this warranty having taken the legal advice referred to in clause 3.1.1 above, in respect of all rights, claims and proceedings that you may have against or have brought against the Company, any Group Company or Third Party in England and Wales or any foreign jurisdiction;

3.1.4     you have not presented any claim form to an office of the Employment Tribunals of England and Wales or issued a claim form in the High Court or County Court of England and Wales in connection with your employment or its termination and you undertake that neither you nor anyone acting on your behalf will present or further any such complaint or present or issue such a claim form in respect of any of the actual or potential claims referred to in clause 10 of the First Settlement Agreement or any other claim or right of action; and

3.1.5     You will procure that the Adviser signs and returns to the Company a second certificate in respect of this Second Settlement Agreement in the form set out in Schedule 1 to the First Settlement Agreement;

3.2       You hereby repeat the undertakings, representations and warranties set out in clauses 14, 15, 16, 18, 19, 20, 21 and 22 of the First Settlement Agreement and confirm that those undertakings, representations and warranties remain binding and true

3.3       You accept and acknowledge that the Company (on behalf of itself, and its Group Companies) is entering into this agreement in reliance upon the representations, warranties and undertakings provided by you in clauses 2 and 3 of this Second Settlement Agreement.

4.         Save for any Third Party, a person who is not a party to this Second Settlement Agreement may not enforce any of its terms under the Contracts (Rights of Third Parties) Act 1999.

5.         This Second Settlement Agreement shall constitute a binding open agreement as soon as it is signed by the Company, you and the Independent Adviser, at which point its without prejudice and subject to contract nature shall fall away.

6.         This Second Settlement Agreement may be executed in any number of counterparts, each of which, when executed, shall be an original, and all the counterparts together shall constitute one and the same instrument. Delivery of an executed signature page of a counterpart by facsimile transmission or by electronic mail in AdobeTM Portable Document Format (PDF) shall take effect as delivery of an executed counterpart of this Agreement.

7.         The terms of this Second Settlement Agreement shall be governed by and construed in all respects in accordance with English law and the parties agree to submit to the jurisdiction of the English.

Please confirm your acceptance of this offer by signing and returning the enclosed copy of this Agreement and returning a copy of the certificate appended to the First Settlement Agreement at Schedule 1 which should be signed by the Independent Adviser.

Signed…………………………………………………………………….

**For and on behalf of [Company]**

I accept the terms and conditions set out above.

Signed………………………………………………………..         ………………………………

**[Name]**