**LETTER TO PROPOSE AN AGREED SEPARATION**

***[Insert date]***

Dear ***[insert employee’s name]***

***Separation***

I confirm that ***[insert business name]*** (the Employer) offers you the following terms for separation:

1. Your employment with the Employer will end on ***[insert termination of employment date]*** by reason of your ***[insert reason, e.g. resignation/mutual separation]***.

2. The Employer will pay you $***[gross total]***, less applicable tax deductions, which sum includes an amount in lieu of notice and an ex gratia payment.

3. The Employer will pay you $***[gross total]***, less applicable tax deductions, in satisfaction of your unpaid employment entitlements accruing to your termination date, being the sum of unpaid salary and ***[insert number of hours]*** hours of unused annual leave.

4. The Employer will provide you with a statement of service and will agree to take best endeavours to ensure that none of its employees, officers or agents disparage you to any employee of the Employer or any third party (it is not the Employer’s policy to provide references, although you are free to approach individual employees for personal references).

5. You agree:

1. to hereby release and forever discharge the Employer, or any officer, employee or agent of the Employer, or any controlled entity or related body corporate of the Employer, in respect of any and all present and future claims, actions or liability (including any claim for costs) arising out of or in relation to your employment with the Employer, except for claims, actions or liabilities arising under workers’ compensation legislation, statutory superannuation or to enforce this agreement;
2. not to disparage the Employer, or any officer, employee or agent of the Employer, or any controlled entity or related body corporate of the Employer, to any person;
3. as a fundamental term of this agreement, not to disclose the terms of this letter, or the circumstances relating to its production, to any person except for the purposes of obtaining confidential legal, tax or accounting advice or except where required by law or to enforce this agreement.

6. You will return to me prior to the termination date all property and other things in your possession that belong to the Employer or any of its clients, including any document containing or recording information confidential to the Employer and/or its clients.

7. You acknowledge that you understand the terms of this letter and have had the opportunity to seek appropriate independent advice prior to agreeing to the terms.

8. You acknowledge that none of the Employer, its officers, employees or agents has made any representation, promise or inducement or has been party to any conduct material to you entering into this agreement other than those matters set out in this letter.

This letter does not constitute notice of termination of employment. Rather, it is only an offer made on behalf of the Employer to make an agreement with you on the terms contained in this letter.

If you wish to make an agreement with the Employer on the terms contained in this letter, please confirm your acceptance by signing and dating a copy of this letter where shown and returning the signed copy to me by ***[insert time]*** on ***[insert date]***.

Regardless of whether you agree to these terms, you must keep confidential the contents of this letter and any discussions relating to its production.

Yours sincerely,

……………………………………………………………………………………

***[Insert name and title of person signing on behalf of the employer]***

I understand and agree to the terms recorded above.

SIGNED………………………………. DATE …………….

***[insert employee’s name]***