**SEPARATION AGREEMENT**

***[Date]***

**PARTIES:**

***[full name, ABN/ACN and business address of employer] (Employer)***

**INTRODUCTION:**

**A The Employer has employed the Employee since *[commencement date]* (Employment).**

**B** The Employment will end on *[termination date]* as a consequence of ***[redundancy/ resignation/mutual separation]* (Termination)**.

**C** The Employer and the Employee agree on the terms of this agreement:

1. to resolve all matters, rights and entitlements relating to and/or arising out of the Employment and/or the Termination now or in the future **(Employment Matters)**; and
2. for the Employer and the Employee to provide mutual releases in relation to Employment Matters.

**IT IS AGREED:**

**1 OBLIGATIONS OF THE EMPLOYER**

* 1. **Consideration**

In consideration for this agreement, the Employer will:

1. in the manner prescribed in clause 1.2, make a payment to the Employee in the gross sum of $***[gross sum]***,which includes an amount in lieu of notice, payment for other employment entitlements and an ex gratia payment;
2. subject to clause 1.3, reimburse the Employee for any legal costs the Employee has incurred in relation to this agreement up to a maximum of $***[amount]*** inclusive of GST.

**1.2 Termination payments**

On the next pay day after the Termination, the Employer will deposit into the Employee’s nominated bank account the following lump sum amounts:

1. an employment termination payment in the gross sum of $***[gross sum]***, less $***[amount]*** for taxation;
2. a payment for unused annual leave (including leave loading) and unused long service leave in the gross sum of $***[gross sum]***, less $***[amount]***for taxation; and
3. $***[amount]***,being the tax-free part of the genuine redundancy payment.

**1.3 Legal expenses**

Within 5 business days of the Employer receiving sufficient documentation to show that the Employee has incurred the expenses referred to in clause 1.1(b), the Employer will deposit into the Employee’s nominated bank account the agreed amount of reimbursement.

**1.4 Release and forbearance**

1. Subject to clause 1.4(b):
2. the Employer releases the Employee from the Employment Matters;
3. the Employer will not make any claim about any of the Employment Matters; and
4. the Employee may rely on this agreement to bar any claim made against the Employee by any person about any of the Employment Matters.
5. Nothing in this agreement is intended to prevent the Employer enforcing this agreement or making any claim in relation to any of the Employment Matters where the matter concerns a breach of confidence, fraud or criminal conduct arising out of circumstances not known by the Employer at the time of making this agreement.

**1.5 No disparagement**

1. The Employer will take all reasonable steps to ensure that none of its officers, employees or agents disparage the Employee.
2. The Employer will ensure that all queries about the Employment Matters and the Employee are handled by *[person’s name]*.
3. The Employer will advise its staff and clients of the Termination as follows: ***[agreed explanation]***.

**2 OBLIGATIONS OF THE EMPLOYEE**

**2.1 Release and forbearance**

1. Subject to clause 2.1(b):
2. the Employee releases the Employer and each of its officers, employees and agents from the Employment Matters;
3. the Employee will not make any claim about any of the Employment Matters; and
4. the Employer may rely on this agreement to bar any claim made by any person about any of` the Employment Matters.
5. Nothing in this agreement is intended to prevent the Employee from exercising any rights or entitlements the Employee has to statutory workers’ compensation, statutory superannuation or to enforce this agreement.

**2.2 No disparagement**

The Employee will not disparage the Employer or any of its officers, employees or agents.

**2.3 Return of property**

On the day of the Termination, the Employee will return to the Employer all property and other things in the Employee’s possession belonging to the Employer or any of its clients, together with any document containing or recording information confidential to the Employer or any of its clients.

**2.4 Acknowledgements**

The Employee acknowledges that:

1. the Employee understands the terms of this agreement and has had the opportunity to seek appropriate independent advice prior to agreeing to those terms; and
2. 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 the Employee entering into this agreement other than those matters set out in this agreement.

**3 CONFIDENTIALITY**

As a fundamental term of this agreement, neither the Employer nor the Employee will disclose the terms of this agreement and the circumstances relating to its making 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.

**4 GIVING EFFECT TO THE AGREEMENT**

The Employer and the Employee will take all appropriate steps to give effect to the provisions in this agreement.

**5 GOVERNING LAW AND JURISDICTION**

The laws applicable in ***[state/territory]*** govern this agreement, and the parties submit to the non-exclusive jurisdiction of the courts of ***[state/territory]***and any courts competent to hear appeals from those courts.

EXECUTED as an agreement.

EXECUTED for and on behalf of ***[Employer]***by ***[name of authorised signatory]***, who hereby declares that s/he has been duly authorised to do so, in the presence of:

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Signature of witness

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Print name of witness

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SIGNED by ***[name of Employee]***

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Signature of witness

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Print name of witness