

Deed of Release

This Settlement Agreement and Deed of Release is made on 18 June 20XX.

Between

Erich Johansson of 12/5 Example Street, Redfern, NSW, 2016 (the **Applicant**)

and

Steelrod Pty Ltd, ACN 100 999 999 (the **Respondent**)

(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 Applicant was employed by the Respondent as a store person from 12 September 20XX.
2. The Applicant's employment ceased on 22 March 20XX (the **Dismissal**).
3. The Applicant made an application to Fair Work Commission (the Commission) to deal with a General Protections Dispute (the **FWC Application**).
4. The Parties attended conciliation at the Commission, but no settlement was reached.
5. The Applicant made an application to the Federal Circuit and Family Court of Australia for orders in relation to contravention of a general protection (the **General Protections Dismissal Claim**).
6. Without admission of liability, the Parties have agreed to fully and finally settle all matters arising out of and in connection with the Dismissal and the General Protections Dismissal Claim on the terms of settlement set out in this Settlement Agreement.

Terms of Settlement

This section includes the details of the agreement, including:

- any amounts that have to be paid
- what happens to the case in Federal Circuit and Family Court of Australia
- that the agreement remain confidential
- which State or Territory's law will apply if someone breaks the agreement

1. The Applicant has made a claim under the *Fair Work Act 2009* alleging dismissal in contravention of a general protection to the Federal Circuit and Family Court of Australia.
2. The Respondent denies the allegations.
3. The Applicant and the Respondent agree to fully and finally settle the matter on the following bases:

Payment

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

- 3.1 The Respondent will pay to the Applicant the amount of \$6,000 gross, taxed as an employment termination payment, in addition to any other monies previously paid to the Applicant by the Respondent.
- 3.2 The dollar amount specified in these terms of settlement will be paid by the Respondent within seven (7) days of the Applicant and the Respondent signing these terms of settlement.
- 3.3 The dollar amount specified in these terms of settlement will be paid by the Respondent by electronic funds transfer into the Applicant's nominated financial account.

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.

Statement of Service

- 3.4 The Respondent will within seven (7) days of the Applicant and the Respondent signing these terms of settlement, provide the Applicant with a statement of their service with the Respondent, outlining the period of service of the Applicant with the Respondent, the Applicant's position with the Respondent and the Applicant's duties for the Respondent.

This section states that both the employer and the employee agree that as a result of this Deed they no longer have a right to sue each other for anything related to the employee's employment, except for certain rights in law and rights to unpaid wages and entitlements. For example, the employee can't sign this and then sue the employer for unfair dismissal.

Release

- 3.5 On the Respondent complying with clauses 3.1 to 3.4 above, the Applicant releases and forever discharges and releases the Respondent, 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 Applicant's employment with the Respondent, including but not limited to the cessation of the employment.
 - 3.5.1 The release in subclause 3.5 does not prevent the Applicant from directly or indirectly pursuing claims, suits, demands, actions or proceedings in relation to the payment of wages and/or entitlements arising under statute, an industrial instrument or common law.
- 3.6 The Respondent releases and forever discharges and releases the Applicant from any liability past, present or future from all claims, suits, demands, actions or proceedings arising out of or connected with the Applicant's employment with the Respondent, including but not limited to the cessation of the employment.
- 3.7 Nothing in these terms of settlement affects any claims, suits, demands, actions or proceedings the Applicant 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.

This section states that the employee has to file a document with the Federal Magistrates Court that stops the case, but only after the employer has done the things they are required to do in the Deed.

Notice of Discontinuance

3.8 On receipt by the Applicant of the payment referred to at 3.1, the Statement of Service referred to at 3.4, and the signing and exchange of this Deed of Release, the Applicant will, within seven (7) days, file a Notice of Discontinuance at the Federal Magistrates Court, and served a sealed copy on the Respondent within seven (7) days of the date of filing.

Costs

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

3.9 Each party must pay its own legal costs of and incidental to the FWC Application and General Protections Dismissal Claim.

Confidentiality

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.

3.10 The Applicant and the Respondent will keep the provisions of these terms of settlement confidential, provided that the Applicant and the Respondent 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.

3.11 Neither the Applicant nor the Respondent will disparage or denigrate the other.

Counterparts

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.

3.12 These Terms of Settlement may be executed in counterparts, meaning that the execution will be complete when each party holds a copy of this Terms of Settlement 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.

3.13 This Agreement is governed by the laws of New South Wales 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. If a party is a company (corporation), a director 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

in the presence of

Erich Johansson

Mario Patelli

Erich Johansson

Witness Name: Mario Patelli

Witness Address: 345 Pitt Street

Eastville NSW

and

Executed as a deed by Steelrod Pty Ltd under section 127(1) of the *Corporations Act 2001* (Cth) by being signed by Rod Steel who is its sole director and sole company secretary.

Rod Steel

Rod Steel