

**Sample Deed of release - stopping your case**

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

**Settlement Agreement and Deed of Release**

This Settlement Agreement and Deed of Release is made on 8 September 20XX.

**Between**

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

and

Tasty Food Pty Ltd t/as The Golden Goose (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 full-time by the Respondent as a food and beverage attendant grade 2 on 2 June 20XX.
2. The Applicant's employment was made redundant on 27 June 20XX (the **Redundancy**).
3. The Applicant made a Small Claim under the *Fair Work Act 2009* to the Federal Circuit and Family Court of Australia (the **Application**).
4. 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.

**Terms of Settlement**

This section includes the details of the agreement, including:

- any amounts that have to be paid
- 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* to the Federal Circuit and Family Court of Australia alleging that the Respondent owes the Applicant an amount of \$8,677.30 in unpaid wages and entitlements.
2. The Respondent denies the allegations.
3. The Applicant and Respondent 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.

- 3.1. The Respondent will pay to the Applicant the amount of \$7,000 gross, taxed as an employment termination payment, in addition to any other monies previously paid to the Applicant by the Respondent.
- 3.2. The amount payable at 3.1 is payment to the Employee for:
  - 3.2.1. Unpaid annual leave of \$2,858.64
  - 3.2.2. Leave loading on the amount at 3.2.1 of \$500.26
  - 3.2.3. Payment in lieu of one weeks notice of \$664.80
  - 3.2.4. Redundancy pay at agreed amount of \$2,976.30.

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- 3.3. The Respondent within seven (7) days of the Applicant and the Respondent signing these terms of settlement will pay the dollar amount specified in these terms of settlement.
- 3.4. 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

**Statement of Service**

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

- 3.5. 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.

**Release**

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

- 3.6. On the Respondent complying with clauses 3.1 to 3.5 above, the Applicant releases and forever discharges and releases the Respondent, its directors, applicants, 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.
- 3.7. 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.
- 3.8. 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.

**Notice of Discontinuance**

This section states that the Applicant has to file a document with the Federal Circuit and Family Court of Australia that stops the case, but only after the Respondent has done the things they are required to do in the Deed.

- 3.9. On receipt by the Applicant of the payment referred to at 3.1, the Statement of Service referred to at 3.5, 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 Circuit and Family Court of Australia, and served a sealed copy on the Respondent within seven (7) days of the date of filing.

**Costs**

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

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

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**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.

3.11. 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 respondent and applicant can't say bad things about the other.

3.12. 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.

3.13. 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.

3.14. 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. If a party is a company, 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**

*Kim-Ly Geun*

\_\_\_\_\_

Kim-Ly Geun

**in the presence of**

*John Hargraves*

\_\_\_\_\_

Witness Name: John Hargraves

Witness Address: 8 West Street

Westtown 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*

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Gary Sanchez