**Simple Severance Agreement**

***\* Add/delete іnfоrmаtіоn in brасkеtѕ as аррrорrіаtе***

[Name]

[Address]

[Date]

SEVERANCE AGREEMENT

Dear [insert employee name],

I am writing to confirm the terms agreed between us arising from the termination of your position as [insert position] with [business name].

This letter is sent to you without prejudice to the right of either party and without admission of liability. However, once it is accepted by you it will serve as a compromise of all claims and demands made or which may be made by you relative to your employment and the termination of your employment and to confirm all agreements and understandings between us in relation to your employment and the termination of your employment with [business name] (the Business).

However, in the event of failure to comply with the terms of this Agreement by or on behalf of the Business, you will reserve the right to pursue us in respect of same.

1. **Termination of employment**

You are employed as [insert position] with the Business and your employment with the business will terminate by reason of redundancy with effect from the [insert date] (“the Termination Date”). On that date you will be paid your normal salary and benefits up to the Termination Date.

1. **Severance Pay**

Subject to the conditions of this agreement you will receive the severance payments and benefits specified in the Appendix to this letter. Severance payments and benefits are subject to such deductions and payments as the Business may be required to deduct from the gross amount pursuant to income tax and social welfare legislation. The provision of this severance package is conditional upon your signing this severance agreement.

1. **Business Information**

You acknowledge that during the term of your employment you may have had access to information which is confidential and/or proprietary to the Business, including but not limited to information of a business, financial or technical nature and all other information relating to the business and affairs of the Business which is not in the public domain through no fault on your part. You hereby undertake and agree that all such information shall be and remain at all times the exclusive property of the Business. You further undertake and agree that you will at all times hereafter maintain such information in confidence.

1. **Business Property**

You must return all Business property in your possession to the Business. This includes, but is not limited to keys, confidential documentation, customer lists, files, notebooks and all other materials in your possession and/or under your control pertaining to our business and affairs.

1. **Release of Claims**

By executing this Severance Agreement you irrevocably and unconditionally accept the severance terms and conditions provided for in this agreement and acknowledge that the provision made in this agreement is in full and final settlement of each and every claim you, your servants or agents may have against the Business in respect of your employment and the termination of your employment with the Business, whether such claims (if any) arise under contract, Common Law, Statute (including without limitation) the Minimum Notice and Terms of Employment Act, 1973 to 2001, the Terms of Employment (Information) Act 1994, the Payment of Wages Act 1991, the Maternity Protection Act 1994, the Parental Leave Act 1998, the Employment Equality Act 1998 -2007, the Redundancy Payments Act 1967 to 2007, the Organisation of Working Time Act, 1997 and the Unfair Dismissals Act, 1977 to 2007 (or otherwise howsoever arising).

1. **Acknowledgement of Understanding**

You acknowledge that you have had the opportunity to take appropriate legal advice from a solicitor on the terms of this agreement and understand, accept and agree to its contents and, furthermore, that you sign it voluntarily without coercion of any description and with full understanding that you are releasing and compromising any and all claims that you have or might have against the Business connected with your employment and the termination of your employment. You expressly understand that you are receiving the severance payment and benefits provided for in this agreement because you have executed this release and compromised all claims and demands on the Business.

1. **[Legal Costs**

The Business agrees to pay the sum of €[insert amount] plus VAT as a contribution to the reasonable legal fees incurred by you solely in taking legal advice in relation to this Agreement. Payment will be made directly to your legal advisor following receipt by the Business of an invoice addressed to you but marked "payable by [business name]".]

1. **Confidentiality**

The Business and you hereby undertake and agree that you shall not reveal or discuss the contents of this agreement, or the circumstances, details or discussions in relation to this agreement, with anyone, unless compelled to do so in the court of legal proceedings, to enforce the terms of this Severance Agreement or otherwise as required by law.

1. **Controlling Law**

This agreement shall be governed by and construed in accordance with the laws of the Republic of Ireland.

In conclusion, may I take this opportunity to thank you for your service to the Business and to wish you every success in the future.

Yours sincerely

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

[name]

[Position]

SIGNED by [insert name of Employee]

In the presence of:

Address:

Signature:

Description:

Signature of

#### APPENDIX

[Insert details of severance package here]