

Deed of release (redundancy)

This precedent has been co-authored for LexisNexis by **Workplace Law, Sydney** and **Elise Margow, Principal**

This document is part of a LexisNexis suite of Employment Law documents prepared by Specialist Editor **Justine Turnbull, Partner, Seyfarth**

This precedent is current to **14 May 2014**.

Introductory note

This precedent is a deed of release for an employee whose employment has been terminated for reasons of general redundancy. It releases the employee from legal actions and claims by the employer and provides for compensation including an ex gratia payment, and

It contains ongoing confidentiality and non disparagement clauses and ongoing post employment restraints in the employment agreement.

There is a deed of release specific to a termination of employment that may be challenged (see the Deed of Release (Commission)), available separately.

LexisNexis Sample

Deed of release

This deed of release is dated [*date*]

between:

[*Employer name*] [(*ACN*)] of [*Employer address*] (**Emp**

and:

[*Employee name*] of [*Employee address*] (**Employee**)

BACKGROUND

- A. The Employee was employed by the Employer f
- B. [*Option 1 (use if no notice was provided):* The E
[*termination date*], effective immediately (**Termin**

[*Option 2 (use if notice was provided):* The Emp
[*date*], following [*insert*] weeks' notice (**Terminat**
- C. The employment of the Employee was terminate
the grounds that the Employee's position was re
- D. The Employer and the Employee have agreed to
the termination of employment, of the Employee

OPERATIVE PROVISIONS

1 Definitions and interpretation

- (a) The following definitions apply unless the

Confidential Information means information in
Employer designates to be confidential informati

- (i) any information marked as confider
- (ii) any information received or develop
Employee's employment with the E
relates to processes, equipment an
of the Employer's business includin
specifications, documentation, sour
workings, functions, features and p
reduced to material form, agreemer
and intentions, technical data and r
financial information, and business

Employment Agreement means the employme
Employee dated [*date of employment agreemen*

Related Body Corporate has the meaning giv
(Cth).

- (d) The Employer will provide to the Employee a statement of service referring to the position held by the Employee and the Employee's length of service with the Employer
- (e) [Optional: The Employer will provide the Employee with a sum of [insert amount], to be provided by [name of Employer]]
- (f) The Employee will return any Employer property which is the Employer's property.

3 Acknowledgement

The Employee acknowledges that:

- (a) the payments and benefits set out in clause 4 of the Employee's remuneration and all statutory entitlements, including notice, severance pay, annual leave, leave entitlements which the Employer is obliged to pay the Employee on termination of the Employee's employment; and
- (b) the Employee is not entitled to any further entitlements on termination of the Employee's employment, the termination of which is the Employer's responsibility.

4 Release

- (a) In consideration for the payments and benefits set out in clause 4 of the Employee's remuneration and all statutory entitlements, the Employee unconditionally and irrevocably releases and discharges the Employer, Corporate, and each of its, and their officers, directors, employees, agents, and representatives, from all liabilities of any nature (including, without limitation, legal costs and expenses, a court order) which the Employee may, or may claim to, have or incur, in any of its Related Bodies Corporate, and in connection with, or arising out of, the employment of the Employee, apart from any claim for workers' compensation or damages for personal injury.
- (b) The Employee acknowledges that person being released and discharged by the Employer is not entitled to rely upon this deed as being a release of the Employer from suits or demands made or brought by the Employee.
- (c) The Employer unconditionally and irrevocably releases and discharges the Employee from any and all claims, demands, actions, suits, damages, losses, costs, expenses, time, have, or incur, against the Employer in connection with the Employee's employment or termination of the employment.

5 Confidentiality

- (a) The Employee acknowledges that, during the course of the Employee's employment, the Employee has had access to Confidential Information of the Employer, Corporate.
- (b) The Employee undertakes to keep confidential and not disclose Confidential Information, without the prior written consent of the Employer, that was known to the Employee prior to the termination of the Employee's employment, information which is publicly disclosed and

[Date]

[Employee name]

[Employee address] [Note: See section 117(1) of the Act for details for notifying termination.]

Dear [employee name]

Re: Termination on the grounds of redundancy

As you may be aware, [employer name] has been experiencing [financial, operational] difficulties. Over the past [time period, eg sales, revenue, income, profit]. This has led to [employer name]'s operations and its sustainability being affected.

[Employer name] has considered its options to stop the redundancy and has decided that your position of [insert position] is now redundant.

[Option 1 (use if actual notice is being given): In accordance with your contract, [employer name] is now giving you [time period] notice.

[Option 2 (use if payment is being given in lieu of notice): In accordance with your employment contract, [employer name] is now giving you [time period] notice. [employer name] has decided to provide you with a payment in lieu of notice. Your last working day will be [date].]

[Note: Where the contract is silent about the relevant notice period, the Fair Work Act 2009 sets out the minimum notice requirements.]

In addition to your notice entitlements, you will also be entitled to a payment (less applicable tax) in accordance with the Fair Work Act 2009.

You will also be paid:

- your accrued statutory leave entitlements
- your accrued and unpaid salary to the date of termination [employer name].

These amounts will be subject to tax and all final and superannuation payments will also be paid in accordance with the relevant legislation.

[Employer name] wishes you all the best in your future endeavours.

Yours faithfully

[Name]

[Position title]

[Employer name]

LexisNexis Sample

Redundancy policy

This precedent has been authored for LexisNexis by **Workplace Law, Sydney**.

This document is part of a LexisNexis suite of Employment Law documents prepared by Specialist Editor **Justine Turnbull, Partner, Sey**

This precedent is current to **3 December 2014**.

Introductory note

This precedent is a redundancy policy.

This policy may be used to implement a policy which regulates the management and operation of a business.

This policy applies to all employees who are eligible for redundancy.

This policy may be used in conjunction with other policies.

For an employment agreement, see the separate employment agreement (short form) and “Basic

LexisNexis Sample

Redundancy policy for [*company name*]

1 Purpose

[*Company name*] is a continuously evolving business and its structure may change from time to time. Consequently, business operations, resulting in positions becoming redundant or retrenched.

[*Company name*] will make every reasonable effort to avoid redundancy, through planning, internal recruitment, appropriate redeployment and retraining.

If retrenchment does occur, this policy aims to ensure that it is done with benefits, fairness and compliance with relevant legislation. [*Company name*] will ensure that all employees are treated with dignity and respect.

2 Application

This policy applies to all permanent employees, unless otherwise stated.

3 Redundancy

Redundancy refers to a situation where [*company name*] has decided to:

- (a) no longer requires the job which is performed because of changes in the operational requirements;
- (b) where this is not due to the ordinary and expected business cycle.

This situation may occur as a result of re-organisation, technological change or a down-turn in business.

When a position becomes redundant, the employee [*company name*] will consider redeployment opportunities.

All redundancy and retrenchment situations must be approved by [*name of relevant person / title of relevant person*].

4 Consultation

Once a definite decision has been made that a position is to be made redundant, [*company name*] will consult with the affected employee (and representatives) before the decision is made.

This consultation will include discussion about:

- (a) the redundancy;
- (b) what effects the changes are likely to have on the employee;
- (c) measures to avert or mitigate any adverse effects.