

# David Greenhalgh Settlement Agreement Lawyer London

---

*A settlement agreement is a legal document drafted by your employer and offered to you to terminate your employment.*

LONDON, UNITED KINGDOM, April 13, 2021 /EINPresswire.com/ -- What Is A Settlement Agreement?

A settlement agreement is a legal document drafted by your employer and offered to you to terminate your employment. The agreement becomes binding when it is signed by the employer, you and your legal adviser.

By signing up to a settlement agreement you will be waiving any claims that you may have against your employer in return for a payment that is usually more than you would otherwise be due.

Headline Terms – No Settlement Agreement Yet?

Sometimes an employer may attempt to get you to agree to the headline terms before the employer produces the actual settlement agreement. You should push back and ask for the offer to be incorporated into a settlement agreement to enable you to seek legal advice. In doing so you will not be accepting the offer.

Why Do You Need To Get Independent [Legal Advice On Your Settlement Agreement?](#)

To be legally binding you must have received independent legal advice on the terms and effect of the settlement agreement. Your employer may give you a list of suggested independent legal advisers. Some employees prefer to find their own specialist employment lawyer.

Does The Employer Pay For You To Get Legal Advice?

In most cases yes, because obtaining independent legal advice is a legal requirement for a settlement agreement to be binding. The employer will usually cover the fixed fee charged by the independent lawyer in advising you on the terms and effect only of the settlement agreement. The employer may initially offer you a contribution to legal fees which is less than the 'going rate'. This can usually be increased to the going rate level on request by you.

Why Is Getting Advice On A Settlement Agreement So Important?

Getting clear advice on what you are signing up to and what claims you may be waiving is important. Good advice from a specialist employment lawyer will also help you to weigh up

whether you want to take the offer or seek better terms/more money. Understanding how, in general terms, compensation for any claims you may have would be calculated (if you were to successfully bring a claim) can also be helpful.

In addition to the value of the offer, there will also be a number of other important terms which you need to fully understand. The advice you receive should cover whether such terms are standard, whether any provisions are missing and will enable you to decide whether you accept the offer or request an increase/changes.

### Is The Offer Negotiable?

The first offer from an employer may not always be its final position but this will depend very much on the circumstances. A request for changes/increase can be made by you or your specialist employment lawyer. A specialist employment lawyer will generally be best placed to persuade an employer to agree to such changes/an increase. No lawyer will be able to guarantee to achieve such changes/increase and the chances of success will depend on a number of factors.

### Why Should You Sign A Settlement Agreement?

Because doing so will usually result in payment of an agreed sum which will be greater than you would otherwise receive. Any ex-gratia payment element can usually be paid tax-free up to £30,000. This element of the package must not relate in any way to notice pay.

### When Might An Employer Produce A Settlement Agreement?

Settlement agreements are commonly used to resolve the breakdown of the employment relationship or where an employer wishes to avoid going through a formal process around performance, conduct or redundancy. These processes usually take up considerable management time which may be saved by the use of a settlement agreement.

### Who Decides The Terms Of The Settlement Agreement?

Whilst the employer will propose the initial terms these must be agreed with you. It is common for employees to request changes (through their lawyer) to the draft agreement.

### How Do I Negotiate For Better Terms?

A specialist employment lawyer will be able to guide you on the best approach. Tactics are important. Your ability to get a better exit deal will depend on whether the offer is a good one in the first place, the extent to which you have potential claims and the extent to which you or someone else on your behalf (like an employee representative) has already negotiated terms.

### What Terms Are Negotiable?

[Click here to read our guide on what settlement agreements terms can often be negotiated.](#)

### How Much Can I Get Tax Free?

As above, up to £30,000 can be paid to you tax-free as compensation for loss of your

employment under a settlement agreement. This will include any statutory redundancy pay due (click here to calculate the value of your statutory redundancy pay element).

Can I Get My Notice Pay Tax Free Under A Settlement Agreement?

No, there are strict rules which require tax and national insurance deductions to be made on your notice pay. If you have been served and worked your notice period this will need to be made clear

David Greenhalgh

SETTLEMENT AGREEMENTS LONDON

+44 2036032177

[email us here](#)

---

This press release can be viewed online at: <https://www.einpresswire.com/article/538526637>

EIN Presswire's priority is source transparency. We do not allow opaque clients, and our editors try to be careful about weeding out false and misleading content. As a user, if you see something we have missed, please do bring it to our attention. Your help is welcome. EIN Presswire, Everyone's Internet News Presswire™, tries to define some of the boundaries that are reasonable in today's world. Please see our Editorial Guidelines for more information.

© 1995-2021 IPD Group, Inc. All Right Reserved.