

SEPARATION AGREEMENT

Location: _____ Effective Date: _____

PARTIES:

1. [Employee Name], hereinafter referred to as 'Employee', residing at: _____
2. [Employer Name], hereinafter referred to as 'Employer', with principal place of business at: _____

RECITALS:

WHEREAS, Employee has been employed by Employer; and WHEREAS, the parties wish to amicably separate all employment relations between them and resolve all claims and disputes arising therefrom; NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the parties agree as follows:

1. Termination of Employment

The employment relationship between Employer and Employee shall terminate effective immediately upon execution of this Agreement by both parties.

2. Separation Payment

Employer agrees to pay Employee a total separation payment of AUD _____, subject to applicable taxes and statutory deductions, payable by _____ (payment method and schedule to be detailed here).

3. Final Entitlements

Employer shall pay all outstanding wages, accrued annual leave, long service leave, and any other statutory entitlements up to the date of termination.

4. Release and Waiver

Employee releases Employer from all claims, demands, and causes of action, whether known or unknown, arising out of or in connection with the employment relationship or its termination.

5. Confidentiality

Employee agrees to keep confidential and not disclose any confidential information or trade secrets of Employer, both during and after the termination of employment.

6. Return of Property

Employee shall return all Employer property, including but not limited to keys, documents, electronic devices, and any other materials, on or before the termination date.

7. Non-Disparagement

Both parties agree not to make any disparaging or defamatory statements about the other, whether orally or in writing, at any time.

8. No Admission of Liability

This Agreement does not constitute an admission of liability or wrongdoing by either party.

9. Independent Legal Advice

Employee acknowledges that they have had the opportunity to seek independent legal advice prior to signing this

Agreement.

10. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Australia.

11. Entire Agreement

This Agreement constitutes the entire agreement between the parties with respect to its subject matter and supersedes all prior negotiations, understandings, and agreements.

12. Variation

Any variation to this Agreement must be in writing and signed by both parties.

13. Severability

If any provision of this Agreement is found to be invalid or unenforceable, that provision shall be severed and the remainder of the Agreement shall continue in full force and effect.

14. Counterparts

This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

15. Notices

All notices under this Agreement shall be in writing and delivered personally, by registered post, or by email to the addresses provided by each party.

16. Taxation

Each party is responsible for their own taxation obligations arising from this Agreement and its execution.

17. Dispute Resolution

In the event of any dispute arising out of or in connection with this Agreement, the parties agree to first attempt to resolve the dispute through mediation before commencing any court proceedings.

18. No Further Claims

Employee agrees that upon receipt of the separation payment and final entitlements, no further claims against Employer will be made relating to the employment or its termination.

19. Confidentiality of Agreement

The terms of this Agreement shall remain confidential between the parties, except as required by law or agreed in writing.

20. Execution

This Agreement is executed by the parties as a deed and is effective upon signing by both parties.

EMPLOYEE'S SIGNATURE

EMPLOYER'S SIGNATURE

Signature: _____

Signature: _____

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