



Negotiated exits



If you're considering leaving your employment, but want to negotiate the terms of your exit with your employer, this factsheet should help your thought process.

Issues to think about

- **Resign or follow formal process** - Your employer may be considering taking formal action against you, for example redundancy consultation, performance management or a conduct hearing. Is there a risk of a disciplinary warning? Take advice and think carefully before you resign - claims for constructive unfair dismissal can be difficult
- **Contract** - Do you have one? What does it say? Does it create any problems for you? Is there anything else you think you're contractually entitled to?
- **Notice** - What is your notice period? Can your employer pay in lieu of notice or put you on garden leave?
- **End date** - Do you leave straightaway or offer a handover?
- **Ability to work elsewhere** - Does your contract contain restrictive covenants? What does the contract say about confidentiality and intellectual property? Are these clauses likely to be enforceable? Does this affect your future plans?
- **Company property** - What do you have that your employer may want back?
- **Benefits** - What are you entitled to under your contract? Do you want to try to negotiate for any of these to continue?
- **Directorship** - Are you a registered as a Director at Companies House? Are you willing to resign from your directorship as part of a deal?
- **Shares** - Do you have any shares or share options? What rules apply?
- **Tax** - Can your exit be structured in a tax efficient way?
- **Who says what** - How will you explain what's going on? Is it useful to have an agreed reference? What will be said to staff and/or external contacts?
- **Anything to hide?** - Do either you or your employer have anything you'd rather find a way around? If there's anything else going on in the background which you think may be relevant then we can advise on how best to deal with it.
- **Offer** - Who's going to put the first offer forward? If it's you, what do you ask for and why can you justify it?

Settlement Agreement

If your employer asks you to sign a Settlement Agreement it would normally involve you waiving your rights to bring an Employment Tribunal claim against them - anything to do with your employment or why it ended. We can negotiate the terms on your behalf and advise on the implications of signing.

It is a legal requirement to take independent advice before signing a Settlement Agreement - your employer will usually pay the cost.

ACAS

ACAS can also deal with settlement terms, but be warned - ACAS don't have to advise you about whether the deal offered is fair or reasonable in light of your potential claims.