

FULL AND FINAL SETTLEMENT AGREEMENT

Parties: _____

Background:

WHEREAS, the Parties have been involved in certain disputes or claims arising out of or in connection with their business relationship, and the Parties wish to resolve fully and finally all such disputes, claims, and differences between them without admission of liability or wrongdoing;

1. Definitions

In this Agreement, unless the context otherwise requires, the following expressions have the following meanings: 'Agreement' means this Full and Final Settlement Agreement and Release; 'Claim' means any and all claims, demands, actions, causes of action, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, extents, executions, and liabilities whatsoever, whether at law, in equity, under statute or otherwise, whether known or unknown, suspected or unsuspected, fixed or contingent.

2. Settlement and Release

The Parties agree that this Agreement constitutes a full and final settlement of all Claims which each Party has or may have against the other arising out of any matter up to the date of this Agreement. Each Party releases and discharges the other Party and their respective officers, directors, employees, agents, successors and assigns, from all such Claims.

3. No Admission of Liability

This Agreement is entered into by the Parties for the purpose of avoiding the cost and uncertainty of litigation and does not constitute an admission by either Party of any liability, wrongdoing or unlawful conduct.

4. Payment

In consideration of the undertakings and releases in this Agreement, the Paying Party shall pay to the Receiving Party the sum agreed upon, by the method and on the terms set out in the Schedule attached hereto. Payment shall be made in full and final settlement of all Claims.

5. Confidentiality

The Parties agree to keep the terms and existence of this Agreement strictly confidential and shall not disclose them to any third party, except to their legal or financial advisors, or as required by law or any regulatory authority.

6. Governing Law and Jurisdiction

This Agreement shall be governed by and construed in accordance with the laws of England and Wales. The Parties submit to the exclusive jurisdiction of the courts of England and Wales for the resolution of any disputes arising out of or in connection with this Agreement.

7. Entire Agreement

This Agreement contains the entire understanding between the Parties relating to the subject matter hereof and supersedes all prior agreements, understandings, representations or warranties, whether oral or written.

8. Waiver

No failure or delay by either Party in exercising any right, power or privilege under this Agreement shall operate as a waiver of it, nor shall any single or partial exercise preclude any other or further exercise of any right, power or

privilege.

9. Severability

If any provision of this Agreement is held to be invalid, illegal, or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions shall not be affected or impaired.

10. Counterparts

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

11. Authority

Each Party represents and warrants that it has the full power and authority to enter into this Agreement and to perform its obligations hereunder.

12. No Further Claims

The Parties agree that they shall not bring any further claims, proceedings or demands against each other in relation to any matter arising before the date of this Agreement except as provided herein.

13. Indemnity

Each Party agrees to indemnify and hold harmless the other from and against any claims, costs, expenses or liabilities arising from any breach of this Agreement.

14. Legal Advice

Each Party confirms that they have been advised to seek independent legal advice before entering into this Agreement and either has done so or voluntarily elected not to do so.

15. Execution

The Parties agree that this Agreement may be executed electronically and that such electronic execution shall be valid and binding.

16. Notices

Any notice or other communication to be given under or in connection with this Agreement shall be in writing and delivered by hand, prepaid first-class post or email to the addresses set out in the Schedule or such other address as notified in writing.

17. Schedule

The Schedule attached hereto forms part of this Agreement and details the payment terms and any additional provisions agreed between the Parties.

18. Effectiveness

This Agreement shall become effective upon execution by all Parties.

19. Release of Claims

The Parties hereby waive any rights they may have under the Contracts (Rights of Third Parties) Act 1999 to enforce any terms of this Agreement.

20. Signatures

The Parties have executed this Agreement as their full and final settlement of the matters contained herein.

FIRST PARTY SIGNATURE

SECOND PARTY SIGNATURE

Signature: _____

Signature: _____

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