

OUT OF COURT SETTLEMENT AGREEMENT

Between:

Claimant:

Full Name: _____

Address: _____

Contact Details: _____

And:

Defendant:

Full Name: _____

Address: _____

Contact Details: _____

Clause 1 – Background

The Parties acknowledge that a dispute has arisen between them regarding certain matters. The Parties wish to resolve the dispute amicably and avoid litigation by entering into this Settlement Agreement under the terms set forth herein.

Clause 2 – Settlement Payment

The Defendant agrees to pay to the Claimant the total sum of £_____ (the “Settlement Amount”), without admission of liability. The Settlement Amount shall be paid in full by _____ (method of payment) within _____ (time period) of execution of this Agreement.

Clause 3 – Release and Discharge

Upon receipt of the Settlement Amount, the Claimant releases and discharges the Defendant from all claims, demands, actions, and causes of action, whether known or unknown, arising out of or in connection with the dispute that is the subject of this Agreement.

Clause 4 – Confidentiality

The Parties agree that the terms and existence of this Agreement shall be kept strictly confidential and shall not be disclosed to any third party except as required by law, regulation, or as necessary to enforce the terms of this Agreement.

Clause 5 – No Admission of Liability

This Agreement is entered into solely for the purpose of avoiding further disputes and does not constitute an admission of liability by either Party.

Clause 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.

Clause 7 – Entire Agreement

This Agreement constitutes the entire agreement between the Parties relating to the subject matter hereof and supersedes all prior negotiations, understandings, and agreements.

Clause 8 – Amendments

Any amendment or variation to this Agreement must be in writing and signed by or on behalf of both Parties.

Clause 9 – Interpretation

References to persons include individuals, firms, companies, and corporations. Words importing the singular include the plural and vice versa.

Clause 10 – Severability

If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall continue in full force and effect.

Clause 11 – Waiver

No failure or delay by either Party in exercising any right under this Agreement shall operate as a waiver of that right.

Clause 12 – Counterparts

This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one and the same instrument.

Clause 13 – Legal Advice

Each Party confirms that they have had the opportunity to seek independent legal advice prior to entering into this Agreement.

Clause 14 – Enforcement

If either Party fails to perform any obligation under this Agreement, the other Party may seek all available remedies at law or equity to enforce this Agreement.

Clause 15 – Notices

Any notice or communication required under this Agreement shall be in writing and sent by pre-paid post, recorded delivery, or email to the addresses provided above or as otherwise notified in writing.

Clause 16 – No Further Claims

Subject to the terms herein, the Claimant agrees not to initiate or continue any legal proceedings or claims against the Defendant relating to the matters resolved by this Agreement.

Clause 17 – Execution as Deed

This Agreement is intended to be executed as a deed and shall take effect on the date of the last signature.

CLAIMANT'S SIGNATURE

DEFENDANT'S SIGNATURE

Signature: _____

Signature: _____

Original source of this document:

<https://legaltemplates-uk.com/out-of-court-settlement-agreement/>

Did you find this template helpful?

Find more updated templates at:

<https://legaltemplates-uk.com/>

[View more templates](#)

This template is intended exclusively for personal, non-commercial use.
If distributed or published, the source must be mentioned.

This template is provided for guidance only and does not constitute legal advice.
It is recommended to consult a legal professional for each specific case.