*[Print on Employer’s Letterhead or insert Address]*

<<Employee's Name>>

<<Address>>

<<Address>>

<<Post Code>>

<<Date>>

Dear << >>

Termination of Employment

Following the Formal [Dismissal/Redundancy] Notice to you of <<Date>> your employment with the Company terminates today.

[You will receive payment of statutory redundancy entitlement.]

[In addition, you are entitled to payment in respect of accrued holiday.]

[These amounts are included in you final salary payment, full details of which are provided in the Schedule enclosed herewith.]

[You are requested to return all Company property to <<Name & Title>> on or before <<Date>>.

Please do not hesitate to contact me if you have any questions. [The Company will of course be able to provide references to assist you in seeking new employment.]

We wish you success in seeking further employment and thank you for your contribution to the Company.

Yours sincerely

<<Name & Title>>

For and on behalf of <<Company Name>>

***\* NOTE Please be aware that a potential drafting error in the Equality Act 2010 has an implication for the party who is able to advise the claimant on a settlement agreement. As the drafting concerned is in the Equality Act 2010 it is only relevant where there is a potential discrimination claim. The Equality Act 2010 appears to provide that a lawyer/legal adviser advising an employee on their settlement agreement is not an ‘independent legal adviser’ for the purposes of the Equality Act. This is also the case if the lawyer/legal adviser has acted for the employer during the course of the issue. This interpretation would mean that a lawyer/legal adviser is not able to advise on the settlement agreement and would therefore not be able to sign off on it. Using a lawyer/legal adviser in this context makes any settlement agreement from 1st October 2010 (the date when the Equality Act 2010 came into force) potentially unenforceable. The Law Society has referred this matter to the Home Secretary and the Government Equalities Office for their review and therefore, while we wait for appropriate Government clarification on this issue, it may be advisable to use ACAS to advise on settlement agreements which deal with discrimination claims.***