

Nationwide Academy of Dispute Resolution UK Ltd

Stockland Cottage 11 James St, Treforest, Pontypridd Wales CF37 1BU UK : Phone +44(0)1443 486122 : Fax + 44(0)1443 404171

SETTLEMENT AGREEMENT FCSM09

CLAIMANT'S NAME:	v	DEFENDANT'S NAME :
Claim no:	Case Ref:	NADR No
TERMS AND CONDITIONS OF SETTLEMENT AGREEMENT		
<p>1. The parties hereto agree that this claim, controversy, dispute or lawsuit and all related claims, disputes, and/or controversies between them, whether known or unknown, and whether or not asserted or assertable in this suit, are hereby fully, totally and finally settled in accordance with the terms of this Settlement Agreement as set forth below:</p> <p>2. The parties agree that this is a settlement of disputed and contested matters and no party admits to any liability or responsibility for any act or omission by the execution of this agreement. They seek and hereby obtain peace, each for their own reasons.</p> <p>3 The consideration to be given for this settlement is as follows</p>		
(a) The Defendants		and
		and
Agree to pay		and
and		and
The sum(s) of	£sterling	
On or before	(This date is not a condition of settlement)	
(b)	Shall execute a note payable to	
	With the following terms :-	
(i)	Principal amount;-	
(ii)	% interest pre-maturity:	% internet post maturity
(iii)	Note date:	Maturity date;
(iv)	Payment terms:	
(v) secured by		
(vi) evidenced by		
(c) The Claimants		and
		and
Agree to pay		and
and		and
The sum(s) of	£sterling	
On or before	(This date is not a condition of settlement)	
(d)	Shall execute a note payable to	
	With the following terms :-	
(i)	Principal amount;-	
(ii)	% interest pre-maturity:	% internet post maturity
(iii)	Note date:	Maturity date;
(iv)	Payment terms:	
(v) secured by		
(vi) evidenced by		

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4. The above styled and numbered claim, controversy, dispute and/or lawsuit, which is now, or may in the future be filed with any Court and/or Agency, State and/or Federal, shall be completely, totally and finally resolved as follows:
- (a) The parties agree that no claim, complaint, petition or filing of any kind, type or nature is now on file, and none shall ever be filed, with any Court, Agency or Commission of the United Kingdom, or other State and/or any subdivision of either.
 - (b) an agreed order of dismissal with prejudice with costs taxed to
 - (c) an agreed judgment providing as follows:
 - (d) an agreed settlement shall be lodged with the court, but may not be abstracted or recorded or any collection effort made upon same so long as the following conditions are kept
5. The _____ agree(s) to release, discharge, and forever hold the _____ harmless from any and all claims, demands or suits, known or unknown, fixed or contingent, liquidated or un-liquidated, whether or not asserted in the above case, as of this date, arising from or related to the events and transactions which are the subject matter of this case, except for the following:

This release runs to the benefit of all legal representatives, agents, co-employers, employees, officers, directors, shareholders, partners, heirs, assigns, and legal representatives of

except

“Party”, if used in this release, includes all named parties to this case, as well as

and all related entities of the parties, except

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6. Each person signing below warrants, represents and stipulates that:
- (a) He or she has full and complete authority to bind the party or parties for whom such person acts; and
 - (b) The claims, suits, rights and/or interests which are the subject matter hereto are owned by the party asserting same, have not been assigned, transferred or sold, and are free of any encumbrance.
7. The counsel for _____ (or the aforesaid if un-represented) shall deliver drafts of any further documents to be executed in connection with this settlement to counsel (if any) for the other parties (or directly to the other party if un-represented) on or before _____.
- The parties and their counsel (if any) agree to co-operate with each other in the drafting and execution of such additional documents as are reasonably requested or required to implement the provisions and spirit of this Settlement Agreement.
8. If one or more disputes arise with regard to the interpretation and/or performance of this Agreement, or any of its provisions, the parties agree to attempt to resolve same by telephone conference with the Mediator who facilitated this settlement. If the parties cannot resolve their differences by telephone conference, then each agrees to schedule one day of mediation with such Mediator within thirty (30) days to resolve the dispute and to share the costs of same equally. If a party refuses to mediate, then that party may not recover legal fees and/or costs in any arbitration or litigation brought to construe or enforce this Agreement. Otherwise, if any mediation is unsuccessful and an arbitration or litigation is brought to construe or enforce this Agreement, then the prevailing party or parties shall be entitled to recover reasonable attorney's fees, court costs and expenses, including the cost of the mediation. All arbitration(s) shall be administered and conducted under the Rules of and before Arbitrators from the Panel of the Nationwide Academy of Dispute Resolution.
9. Other terms of this settlement are :-
continued overleaf
10. This Agreement is subject to the jurisdiction of _____ and shall be construed in accordance with the laws of _____.
11. Each person signing this Settlement Agreement represents and stipulates that they have entered into it freely and without duress or coercion, after having the opportunity, if desired, to consult with counsel of his or her choice. Each party hereto has been advised by the Mediator, that the Mediator is not the legal representative for any party, and that each party can, if desired, have this Agreement reviewed by that party's counsel prior to executing same. All of the signatories to this Agreement hereby release the Mediator from any and all responsibility arising for the drafting of this Settlement Agreement.

Signed this		day of	
CLAIMANT(S)			DEFENDANT(S)
ACCEPTED AND APPROVED by			ACCEPTED AND APPROVED by
Claimant's representative (if any)			Defendant's representative (if any)

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9. other terms of this settlement continued :-

SAMPLE COPY

Signed this		day of	
CLAIMANT(S)			DEFENDANT(S)
_____			_____
_____			_____
_____			_____
_____			_____
ACCEPTED AND APPROVED by			ACCEPTED AND APPROVED by
_____			_____
_____			_____
Claimant's representative (if any)			Defendant's representative (if any)

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