

**SAMPLE SETTLEMENT AGREEMENT UK LAW  
MUSTER-VERGLEICHsvereinbarung UK-RECHT**

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## Settlement Agreement

between

**XXX**

and

**YYY**

**THIS AGREEMENT** is dated .....

### Parties

- (1) XXX, a company incorporated and registered in England with company number ..... and whose registered office is ... (“**XXX**”)
- (2) YYY, a company incorporated in Germany and registered in the District Court of ..... with company number HRB ..... and whose registered office is ....., Germany (“**YYY**”)

### Background

- A. Pursuant to a European Court Order for Payment issued on ... by ... under case number ... (“**EOP**”), YYY was ordered to pay to XXX the total sum of £..... (“**EOP Sum**”).
- B. XXX has sought to enforce payment of the EOP Sum against YYY in Germany through, *inter alia*, execution against goods. The procedure adopted by XXX has necessitated the engagement of a bailiff (“**Bailiff**”) to recover from YYY the EOP Sum.
- C. In addition to the EOP Sum, XXX claims to be entitled to recover from YYY further sums in the region of £..... pursuant to the terms of a ... Agreement executed by the parties on .....
- D. The parties have settled their differences and have agreed terms for the full and final settlement of all and any claims between them. The parties wish to record those terms of settlement, on a binding basis, in this agreement.

### Agreed terms

#### 1. Payment

- 1.1 YYY shall make the following payments within seven days of the date of this agreement in cleared funds:

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- 1.1.1 payment to the Bailiff (details of which will be provided to YYY by XXX upon request) of the EOP Sum, together with all interest, costs and expenses which the Bailiff is entitled to recover; and
- 1.1.2 payment to XXX of the further sum of £..... by way of bank transfer to XXX's nominated bank account (details of which will be provided to seonative by XXX).

## **2 Termination**

- 2.1 If YYY commits any breach of clause 1 above, XXX will be entitled to terminate this agreement with immediate effect by written notice sent to YYY's address as set out in this agreement.
- 2.2 In the event of termination pursuant to clause 2.1 above, this agreement will be treated as never having come into existence and each party's rights which subsisted immediately prior to completion of this agreement will remain unaltered and unaffected.

## **3 Release**

This agreement is in full and final settlement of, and each party hereby releases and forever discharges, all and/or any actions, claims, rights, demands and set-offs, whether in this jurisdiction or any other, whether or not presently known to the parties or to the law, and whether in law or equity, that it has ever had, may have or hereafter can, shall or may have against the other party.

## **4 Warranties and authority**

Each party warrants and represents to the other with respect to itself that it has the full right, power and authority to execute, deliver and perform this agreement.

## **5 Severability**

If any provision of this agreement is found to be void or unenforceable, that provision shall be deemed to be deleted from this agreement and the remaining provisions of this agreement shall continue in full force and effect and the parties shall use their respective reasonable endeavours to procure that any such provision is replaced by a provision which is valid and enforceable, and which gives effect to the spirit and intent of this agreement.

## **6 Entire agreement**

- 6.1 This agreement constitutes the entire understanding and agreement between the parties in relation to the subject matter of this agreement.
- 6.2 Each party acknowledges and accepts that, in entering into this agreement they have not relied on, and shall have no remedy in respect of, any representation or warranty that is not set out in this agreement, except in the case of fraud.

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**7 Governing law and jurisdiction**

This agreement shall be governed by, and construed in accordance with, the law of England and Wales. Any dispute arising out of or in connection with, or concerning the carrying into effect of, this agreement shall be subject to the exclusive jurisdiction of the courts of England and Wales, and the parties hereby submit to the exclusive jurisdiction of those courts for these purposes.

**8 Third parties**

No person who is not a party to this agreement shall have any rights, whether under the Contract (Rights of Third Parties) Act 1999 or otherwise, to enforce any term of this agreement.

**9 Co-operation**

The parties shall deliver or cause to be delivered such instruments and other documents at such times and places as are reasonably necessary or desirable, and shall take any other action reasonably requested by the other party for the purpose of putting this agreement into effect.

**10 Counterparts**

This agreement may be signed in any number of counterparts, each of which, when signed, shall be an original and all of which together evidence the same agreement. For the purposes of completion, faxed or emailed signatures shall be binding. Any party who provides a faxed or emailed signed counterpart to the other party on completion agrees to provide an original signed counterpart to the other party as soon as reasonably practicable following completion.

**11 Variation / Amendment**

Any variation or amendment of this agreement shall be in writing and signed by or on behalf of each party.

This agreement has been entered into on the date stated at the beginning of it.

Signed by Mr .....  
for and on behalf of XXX .....

Signed by Mr .....  
for and on behalf of YYY .....