

**VOLUNTARY RETRENCHMENT AGREEMENT**

**between**

\_\_\_\_\_  
(hereinafter referred to as “**the EMPLOYER**”)

and

\_\_\_\_\_  
(hereinafter referred to as “**the EMPLOYEE**”)

Whereas the employer and the employee agree as follows:

## 1 TERMINATION OF EMPLOYMENT

- 1.1 The employer and the employee agree that the employment of the employee with the employer will terminate by agreement with immediate effect. It is agreed that the employee accepts the Voluntary Retrenchment package.
- 1.2 This agreement is entered into by the employee and of his / her own desire and accord. It is recorded that the employee was not in any manner forced or coerced to conclude this agreement.

## 2 SETTLEMENT

- 2.1 This agreement is entered into in full and final settlement of all claims of any nature whatsoever arising from the termination of the employment of the employee with the employer.
- 2.2 It is further agreed that this agreement was reach in full compliance with all procedural requirements in terms of the Labour Relations Act, 1995, and all procedural requirements pertaining to terminations by agreement.
- 2.3 The employee fully understands and is aware of all the provisions of this agreement.
- 2.6 The employee agrees and understand that all benefits and employer contributions will terminate and cease to exist on the date of his termination.

## 3 PAYMENT

- 3.1 The employer undertakes to pay the employee as follows:

- \_\_\_\_\_ All statutory monies
- \_\_\_\_\_ weeks/months 'notice pay
- \_\_\_\_\_ weeks/months' severance
- \_\_\_\_\_ extra week/month
- Letter of reference

3.2 Payment of the above amounts will be made to the employee upon signature of this agreement or // on the normal pay day

3.3 The employee will//not be required to work out his/her notice of termination of employment in terms of this agreement.

**4 GENERAL**

4.1 This agreement constitutes the required statutory written notice of the termination of the employment of the employee.

4.2 This agreement shall constitute the entire contract between the parties who by their signatures hereby acknowledge that no representations have been made or warranties given or conditions or stipulations attached to any of the matters referred to in this agreement, save as set out in this agreement. No variation of this/other agreement shall be of any force or effect unless recorded in writing and signed by or on behalf of the parties by the representatives duly authorised thereto.

**THUS DONE and SIGNED** at \_\_\_\_\_ on this the \_\_\_\_\_ day of 2020.

\_\_\_\_\_  
**FOR AND ON BEHALF OF THE EMPLOYER**

**THUS DONE and SIGNED** at \_\_\_\_\_ on this the \_\_\_\_\_ day of 2020.

\_\_\_\_\_  
**FOR AND ON BEHALF OF THE EMPLOYEE**

\_\_\_\_\_  
**WITNESS**

\_\_\_\_\_  
**WITNESS**