

Reaffirmation agreement FAQs

This note is to explain to you why you are required to sign a reaffirmation agreement.

What is a reaffirmation of a settlement agreement?

A reaffirmation of a settlement agreement is where an employee is required to sign a settlement agreement twice, or to sign a first/main settlement agreement then a reaffirmation or second settlement agreement some time later.

This usually happens where there is a long gap between agreeing terms of a settlement agreement and the actual date employment terminates e.g., when you sign your settlement agreement and then are placed on garden leave or work your notice, meaning your employment is still continuing until the agreed termination date.

Why do I have to sign a reaffirmation?

Even though the first/main settlement agreement will settle all present and future claims you may have against your employer, a reaffirmation confirms that the settlement agreement and the claims waived within it and the warranties still apply, e.g., you have not started any legal proceedings, you have kept the terms of the agreement confidential etc.

Also, it is to confirm that during the time between the date of the first/main settlement agreement and the reaffirmation, that you have not done anything that amounts to a fundamental breach of your contract of employment or committed misconduct that would have entitled the employer to terminate the employment contract.

The signing of the reaffirmation will, in most cases, be a pre-requisite for finally receiving your termination payment.

When do I need to sign a reaffirmation of a settlement agreement?

Normally you will sign the reaffirmation on the termination date or within a fixed period from the date of termination. This will be set out in your first/main settlement agreement and the date for signing the reaffirmation by, will be confirmed by your lawyer when your settlement agreement has been executed. We will make a note of the date and contact you when the second signing needs to be done.

Do I need legal advice for a reaffirmation?

Yes. A reaffirmation (or second settlement agreement) is just as much a settlement agreement as the first one, and you must get independent legal advice on the reaffirmation before signing it. Your lawyer will be required to sign a second Legal Adviser's certificate.

We refer you to our Settlement agreement FAQs to understand how settlement agreements work and the legal impact on you.

Does my employer also sign the reaffirmation?

No. The reaffirmation is just given by you. The employer has already agreed to abide by the terms of the settlement agreement when it was executed the first time (and became legally binding), i.e., they will make the payments so long as you have signed the reaffirmation or second settlement agreement.

What if I have questions?

We hope that this note will deal with most commonly asked questions about what to expect when dealing with a reaffirmation. This is done so that you feel comfortable with what you are agreeing to and to ensure that you understand the legal meaning and intention of the document.

You must raise with your lawyer any questions you have before you sign the reaffirmation agreement. Your lawyer will call you before you sign to take you through the agreement and discharge their duty to advise you. They must do this before they can sign their adviser's certificate.

Will I have to pay extra legal fees for a reaffirmation?

It depends.

Sometimes an employer will offer a further amount of legal fees to be paid direct to didlaw for this to be done. If this is the case you will not pay any further fees.

If your employer is not offering an additional sum we will bill you for a fixed fee of £100 and add this to your final bill so that when the affirmation is being done the legal costs have already been covered.