Negotiating your dismissal in the Netherlands

A practical guide for international employees

This guide explains when negotiating a Dutch settlement agreement (vaststellingsovereenkomst, VSO) makes sense, which terms are often negotiable, and what is different if you are an expat, highly skilled migrant or other international employee. It is general information, not personal advice.

1. The biggest misconception: "there is nothing to negotiate"

Many clients tell us that their employer said the offer is final. In practice it often is not. A settlement agreement is a termination by mutual consent: your employer needs your signature. As long as you have not signed, there is room, sometimes limited and sometimes considerable.

Employers usually want peace in the organisation, speed, certainty and no procedure. Those interests create room to negotiate, even if it is not presented that way at first.

2. When negotiating is promising

Negotiating makes sense in particular when:

- the initiative for the termination lies with your employer;
- there is a reorganisation or you have been declared redundant;
- your employer's file is not watertight;
- your employer wants to avoid risks or uncertainty;
- you cannot easily be dismissed, legally or practically, for example because of illness or another prohibition of notice.

That does not mean that negotiating always leads to a better result. It does mean that it is unwise not to have this option assessed first.

3. Where employees often leave money and rights behind

Without legal guidance we regularly see employees give in on essential points:

- a payment that is too low;
- an end date that is too early, with consequences for unemployment benefit (*WW-uitkering*);
- a non-compete or non-solicitation clause that stays in force without need;
- no reimbursement of legal costs;
- a final discharge (*finale kwijting*) that is too broad;
- unclear arrangements on pension, bonus or shares.

4. Which terms are often negotiable?

4.1 The payment

The statutory transition payment (*transitievergoeding*, article 7:673 Dutch Civil Code) is often the starting point, but it is not always the end point. With a settlement agreement there is no automatic statutory right

to it; in the negotiation it is the usual minimum. Depending on the circumstances an additional payment can be agreed.

4.2 The end date

The end date affects your right to WW, the timing of your income and your pension accrual. If the end date does not respect your notice period, you receive no WW for the fictitious notice period (*fictieve opzegtermijn*, article 19 Unemployment Insurance Act). A small change can have large financial consequences.

4.3 Garden leave

Often negotiable: when garden leave (*vrijstelling van werk*) starts, whether salary and benefits continue in full, and whether you may apply for jobs or start elsewhere earlier.

4.4 Clauses

Non-compete and non-solicitation clauses can be dropped, or limited in time, area or scope, especially if the dismissal is not your fault.

4.5 Costs

Reimbursement of legal costs or outplacement is more common than many employees think.

5. What international employees should put on the table

For international employees some terms weigh more heavily than the payment. These are the points we often negotiate:

- **The end date and your search period.** If your residence permit depends on your job, the search period (*zoekperiode*) starts on the day your employment contract ends: 3 months for a highly skilled migrant; for an EU Blue Card holder 3 months, or 6 months after at least 2 years with the Blue Card in the Netherlands. A later end date, possibly with garden leave, gives you more time while you are still employed.
- **The 30% ruling.** The ruling can continue if you start with a new employer within 3 months, and the application must be made within 4 months after you start there. Plan the end date with that in mind and ask a tax adviser about your case.
- **Relocation and sign-on repayment.** Ask your employer to waive a repayment clause for relocation costs, a sign-on bonus or study costs. If the employer took the initiative, that is a reasonable request.
- **Housing.** If your employer provides or pays for your housing, agree until when you can stay and what happens to the deposit and the notice period of the lease.
- **Shares and bonus.** Agree what happens to unvested shares (RSUs), options and a bonus for the current year.
- **The language of the agreement.** Ask for an English version and agree which language version counts. Do not sign anything you cannot read in full.
- **Your family.** If the residence of your partner or children depends on yours, include their timeline in the negotiation.

We advise on the consequences for your residence and refer you to an immigration lawyer where needed.

6. Smart negotiation strategies

6.1 Timing is everything

Most room to negotiate exists before you sign. Once you have agreed, that room is gone. After signing you only have the reflection period (*bedenktermijn*) of 14 days, or 3 weeks if the agreement does not mention it (article 7:670b Dutch Civil Code).

6.2 Not everything is about money

Employers are sometimes more willing to change the end date, drop a clause, waive a repayment or pay costs than to simply pay more.

6.3 Emotion usually works against you

Negotiating yourself is difficult because emotion, loyalty and tension play a role. Employers are aware of that.

6.4 "This is the final offer" is often not the end

Once a lawyer responds on your behalf, a final offer often turns out to be negotiable after all.

6.5 Legal arguments make the difference

Arguments based on legislation, case law and practice carry more weight than personal objections.

7. Your position is often stronger than you think

Your real position depends on, among other things, your length of service, the reason for the termination, the file (or the lack of one), your performance and appraisals, your age and job prospects, illness or other protection, and the collective agreement (*cao*). Many employees underestimate their position because they do not see all these factors.

8. Your employer's position is often weaker than it seems

Your employer faces legal uncertainty, procedural risks, time pressure, costs and the effect on other employees. Those interests create room to negotiate, but only if they are recognised.

9. Why an analysis comes first

Negotiating does not start with talking, but with understanding. An objective analysis requires legal knowledge, experience with comparable cases, insight into what courts consider reasonable and distance from the emotional situation. Without analysis, negotiating is a gamble; with analysis it is a strategy.

An employment lawyer looks at how strong the ground for dismissal is, which alternatives your employer has, which risks your employer runs, where realistic room to negotiate lies and which points are better left alone. Only then do we decide whether negotiating makes sense, what to negotiate about and how far it is wise to go.

10. What does it cost?

The first consultation is free and without obligation. Your employer often pays the costs of further legal assistance, as part of the settlement agreement.

Next step

Received a settlement agreement and in doubt whether negotiating makes sense? Have your position analysed first, before you respond.

The first consultation is free and without obligation. Your employer often pays the costs of further legal assistance.

Free review of your situation: +31 85 4016 014 · www.vanleeuwenbos.nl/en/settlement-agreement/free-settlement-agreement-check/

Disclaimer

This document is general information under Dutch law, last updated on 28 November 2026. It is not legal advice and no rights can be derived from it. Every situation is different; have your own situation assessed. For the consequences for your residence permit we advise on the points we can and refer you to an immigration lawyer where needed.