

SAMPLE TERMS AND CONDITIONS

THE CIRCUMSTANCES IN WHICH OUR FEES ARE PAYABLE

We have agreed to take this case on a “no win, no fee agreement” basis. This document is a damages-based agreement relating to only the employment tribunal proceedings detailed above.

If you lose your claim, you will not have to pay our firm for any of the work we have carried out and we will waive all of our fees incurred. However, if expenses were incurred which are payable to third parties, for example, charges for the release of your medical records, which are payable to your G.P, you will still be responsible for those. Expenses and the way in which they are incurred are detailed below, but we shall not incur any expenses without your prior authority.

In addition to any expenses payable to third parties, if you win your case, you have agreed to pay our firm 35% inclusive of VAT of the sum awarded to you in this claim. This fee is for all work carried up to trial. For example, if you are awarded, or settle at a figure of £10,000.00, our firms fees will amount to £3,500.00 and you will receive £6,500.00.

You should be aware of the possibility that the matter may proceed to a hearing which will require you to appear before an employment tribunal. A disbursement that may be required is for a Barrister to represent you at any hearings that are listed. Again, if this becomes necessary, we shall seek to instruct a Barrister on a no win no fee basis whose charges will also be waived if the case is lost but must be paid by you at the end of this case, separately from our fees, and only if the case is won.

Our firm has arrived at the figure of 35% after having regard to the complexity of the claim and the level of legal expertise required to efficiently proceed with the matter.

Although we have agreed to take this claim on a damages-based agreement, I am still obliged to set out and explain to you the usual basis of our charges:

FEES

The general rule is that the Employment Tribunal cannot order one party to pay for the legal costs of the other unless they have acted vexatiously, abusively, disruptively or otherwise unreasonably in conducting the proceedings or was misconceived in doing so. This is a very rare order to make and I do not anticipate it being made in this case but shall inform you in good time if the position changes.

My firm’s usual fees are calculated principally by reference to the amount of time spent in dealing with your case.

I estimate that the total costs in your claim if the matter proceeds to trial will be in the region of £10,000.00 to £25,000.00. These are our costs exclusive of disbursements. If your case is more complicated than anticipated and the costs are likely to be higher than estimated above I will advise you in advance. You are on a damages based “no win, no fee” agreement so these fees are not applicable to you.

It is also a condition of this agreement that you will pay disbursements as the case progresses. I do not foresee any disbursement charges at this stage but shall advise you if the position changes. If you pay our fees by cheque, due to current banking procedures, my firm must allow 10 days for your cheque to clear. My firm reserves its position not to commence work until funds have cleared unless alternative arrangements are agreed in advance.

Any monies for disbursements will be held in my firm's client account and will be used to settle them as they are incurred on your behalf. We will account for these charges when we deliver a bill.

OUR HOURLY FEES

My firm's fees are based on my charge out rate of £300.00 per hour. You are not paying on an hourly basis so these are not applicable to you.

We will charge you on an hourly basis but cap our fees at 35% of what you are awarded or settle at. If you receive a costs award in your favour, we shall seek to recover our full fees from your opponent.

In addition, you are liable to pay any disbursements (i.e. out of pocket expenses) properly incurred by my firm in the matter. These include amongst others Counsel's fees, Experts' fees etc.

EXPENSES

These are disbursements relevant to this agreement and incurred by you payable to a third party, such as the fees payable to an expert should we be required to pay for an experts report. Should you win or lose, you are responsible for the payment of these disbursements and they become due as soon as we write to request these payments.

At this point, I only anticipate that we will have to incur expenses if the matter proceeds to a tribunal hearing. If this is the case, you will be responsible for the travel fees of a Barrister and a representative of this firm should they also attend.

I would remind you that I will not incur any disbursements without your prior authority, and that if the matter should progress to a final hearing, I shall use my best endeavours to also obtain a Barrister who will also act on a "no win no fee basis" which means that Counsels fees, are also, only payable should you win your case. At this stage I do not expect any difficulty finding a Barrister who is able to take the case on this basis, especially as our firm is acting under this "no win no fee" agreement. I shall inform you if the position changes.

CONDITIONS OF THIS AGREEMENT

It is a condition of this agreement that any figure payable either by way of settlement or award in these proceedings is payable to this firm, from which we will deduct our fees and expenses prior to sending you the remaining amount.

It is important that you only instruct us to bring claims against those who are able to pay for any

judgments or settlements. If you are uncertain as to the financial standing of the Respondent, we would advise that you instruct us to carry out a companies house searches to ascertain this information. This search will involve a fee payable to companies house.

You must also ensure that all money on account for disbursements is paid to our firm within the date specified in our requests. We shall always provide you with a reasonable amount of time to provide us with payment for those disbursements.

If an award is made, or a settlement figure arrived at, in which you are awarded all, or a proportion of your legal costs, these costs are payable to us separately and do not form part of your award under this agreement. Those costs will be calculated in accordance with the information on our hourly charges set out above.

TERMINATION OF THIS AGREEMENT

This agreement has a 14 day "cooling off period" whereby you can change your mind and cancel it without any charge. A cancellation form has also been included with this pack, along with a pre-disclosure of information form. After the cooling off period, the agreement terminates automatically once your claim within the Employment Tribunal has ended via either judgement, settlement, withdrawal or any other method. It does not cover any enforcement of the award, nor the bringing or responding to any appeals.

COMMUNITY LEGAL SERVICE AND OTHER INFORMATION

Until we begin work on this matter you are able to seek further advice or to shop around, subject to any time limits within which a claim must be made. We do not carry out any work under the Legal Aid Agency Scheme nor as we associated with any trade unions. If you are a member of a trade union then a representative may be able to provide some assistance.

There are also other methods of financing applicable to you and these proceedings such as pro bono representation or trade union representation. Again, we do not act under these schemes and if you have any queries you should review your applicable documents. If you have legal expenses insurance, we will submit our bill to the relevant provider, however, if there is a shortfall in the level of payment provided, you will be liable for that amount which we shall deduct from any award which shall be held until the full payment is settled.

You may also make use of the Advisory, Conciliation and Arbitration Service (ACAS) who are able to provide a dispute resolution service in relation to actual or potential claims which you are able to make use of. As this matter progresses, we shall make use of this service where appropriate.

QUALITY OF SERVICE

Our aim is to provide you with a high quality of service which matches your needs. If you wish for a review of the costs and expenses of our firm or have any dissatisfaction or concerns in the future relating to the service being provided to you please raise it with me at the first instance, after which it may be referred to one of the members.

If the issue is not dealt with to your satisfaction, you can then raise it again in writing, by email or telephone, however, we reserve the right to decline to consider a complaint that is made more than six months after you become aware of the cause of the complaint. You will be advised if your complaint has been made outside of this timescale. We have included a complaints form with this pack providing full details of our complaints procedure.