



STANDARD CONTRACTUAL TERMS AND CONDITIONS BETWEEN RICHARD C. HALL & PARTNERS [“THE FIRM”] AND CLAIMANT’S FOR EMPLOYMENT TRIBUNAL CLAIMS [“COSTS CONTRACT”]

PREAMBLE

Set out hereunder are the Firm’s current contractual terms and conditions that will apply if a Claimant instructs the Firm to act for him or her in any proceedings in the Employment Tribunals.

For ease of reference a client is referred to as “Claimant” or “you” and Richard C. Hall & Partners as “Firm”.

TERMS AND CONDITIONS

1. The Firm will charge you, the Claimant whichever is the greater of £750.00p or 35% which is inclusive of VAT of either the Tribunal award or the agreed amount of any settlement, plus disbursements in respect of photocopying (10p per sheet), faxes (50p per sheet in and out) and telephone calls (outgoing calls only at 50p per call), Counsel’s fee’s (see clause (7) below) plus all Tribunal fee’s [i.e., application, hearing and any other fee].

The Firm is required to set out in this agreement the reason for the amount of the payment set out above including having regard to, where appropriate, whether your claim is one of several similar claims or proceedings. The Firm confirms that the reason for the amounts represent a fair proportion of any compensation that might be recovered having regard to the complexity of the issues and the amount of work that will be undertaken on your behalf. You confirm that your case is not one of several similar claims or proceedings.

In respect of these charges, please note: -

- (a) Any recoupment by a Government Department or any other body is ignored and
- (b) Where an award or settlement amount is paid (usually in the form of a cheque made payable to the Firm) the Firm will pay such monies into its client account and notify you of its charges and these will be deducted from the award prior to forwarding the balance to you, the Claimant. You expressly agree that any settlement cheque or payment by any other means can be made payable to the Firm and/or paid into the Firms client account.
- (c) In the event a Pre-Hearing Review is held and you, the Claimant are ordered to pay a deposit in order to facilitate continuing with your case, you will be liable to pay such deposit.
- (d) In the event you, the Claimant lose your case and costs are awarded against you, such costs will be payable by you.
- (e) The Firm reserve the right, at any point, to require a payment from you, the Claimant on account, which payment will not exceed the sum of £500.00p plus vat. This payment will be set off against our final invoice.
- (f) Our charge would relate to the gross amount of any award or settlement ignoring any amounts payable in respect of income tax or national insurance contributions.
- (g) If you are re-employed or re-instated as a result of pre-tribunal conciliation or by order of an Employment Tribunal or for any other reason (including any return to work following sickness or other absence resulting in you then becoming entitled to receive your basic salary or wages), we will

charge you, in addition to all other charges in this agreement, 35% (which is inclusive of VAT) of any monies recovered that comprises arrears of, or continuing receipt of wages.

- (h) You authorise the Firm to execute any documents for, and on your behalf, including, for the avoidance of doubt, any settlement documents such as Form COT3.
- (i) You are at liberty, at any time after executing this contract, to seek a review of the costs and expenses set out in this agreement by writing to the Firm a letter stating your desire to seek such a review. Upon receipt of such a request, a meeting will be held within 14 days and any decision communicated to you in writing.

2. The charges above are for all legal preparation and attendance at a ONE-DAY full hearing.

3. Should attendance at a Pre-Hearing Review, Directions, Remedy or further day(s) in respect of the full hearing be necessary, then this will be charged at an additional sum of £500.00p (plus vat) per day in addition to the charges in [1] above.

4. Should expert medical evidence or other experts' reports be necessary you will be responsible for the associated charges. We will require such monies on account. You will be notified of the estimate of such charges before any expert is instructed. If such a request is made for monies on account and monies are not received within 7 days of request then this Firm can terminate the contract.

5. It is a condition of engaging the Firm that you take our reasonable advice on any and all aspects of your case. Such reasonable advice will constitute what this Firm believes is reasonable and a failure to accept such advice will entitle this Firm to terminate this agreement forthwith in which case all work that has been done in respect of your case will be charged to you at the rate of £90.00p per hour plus VAT plus reasonable disbursements or 35% which is inclusive of vat of any sum that has been offered to resolve your claims at the point this agreement is terminated by us, whichever is the greater. This Firm may also withdraw its services at any time in the event we decide that it is no longer economical or in its (this Firm's) interests to continue to act for you. In the event this clause is implemented, the Firm reserves the right to exercise a lien on any documents of yours that it may hold pending discharge of its invoice.

6. Your case may be handled at any stage by any person from this Firm or other competent person appointed by this Firm and this contract is in respect of proceedings in the Employment Tribunals and not otherwise.

7. This Firm, at its entire discretion, reserves the right to instruct a Barrister to obtain an opinion regarding any of the issues that are (or might be) the subject of litigation relating to this contract and/or to represent you at any Tribunal Hearing. The cost of this will be borne by you (in addition to the charges set out elsewhere in this agreement) and you hereby authorise this Firm to so instruct a Barrister and to negotiate the Barristers fees as appropriate on your behalf.

Whilst writing we must advise you of some other matters that you will need to consider.

In any claim where damages or compensation might be awarded, the Claimant (you) are under a legal duty to mitigate your loss, and this means that you must make all reasonable efforts to find new employment either in work similar to what you were previously doing, or other different work. A failure to show that

you have at least attempted to do this will result in an award of reduced compensation or damages. It is therefore imperative that you keep a careful record of all jobs applied for and interviews attended and all correspondence in that regard as this will be required before we go to Tribunal.

We must also inform you that in the event you are in receipt of sickness or incapacity or any other sickness benefit, this may also have a severe limiting effect on any award because, in effect, this means that, because of your sickness/illness, you are unavailable for work. Therefore as soon as you are fit to return to work it is imperative that you start searching for work and a record your efforts as stated in the paragraph above. The exception to this is where your sickness absence is, in some way, attributable to the conduct of your former employer.

We will undertake to keep you fully advised as your case progresses.

You are, of course, quite free to pursue this matter either by yourself or with the assistance of any other person, Firm or Organisation and we are required to advise you that there is a “cooling off” period of 14 days from the date we receive a signed copy of this agreement during which you can cancel it and in these circumstances no costs will have been incurred by you.

At the conclusion of your case, any papers that you or the Respondent has provided us with will, unless you request their return, be placed in our archive system where they will be retained for six years after which they will be destroyed.

Finally, we are required to inform you that if you have any complaints regarding the person who, at any time, has the conduct of your case, you should set out your complaint in writing and send it to these offices whereupon arrangements will be made for it to be dealt with.

If you decide to use the services of this Firm, please sign one copy of this agreement and return it to these offices and we will commence/continue with the proceedings for you. The agreement can be returned by either fax to the above number; by scanning the original agreement onto a computer and returning it by email to any of the following email addresses: richard@rhall.co.uk; sara@rhall.co.uk; richarddenton@rhall.co.uk

We will then sign the agreement and return one copy to you for your records.

I agree to the charges and conditions as set out in this agreement:

SignedDate.....

The Claimant.

Signed.....Date.....

For, and on behalf of The Firm