

Terms and Conditions

This agreement is a legally binding contract between you and P4B Law Limited

Agreement Date: [Date]

We, the Employment Law Advisers (P4B Law Limited) of 9 Centre Court, Main Avenue, Treforest Industrial Estate, Treforest, CF37 5YR:

You, the client: [Name] of [address]

What is covered by this agreement:

- Taking instruction from you in relation to your Employment Tribunal Claim with [Company Name].
- Advising on Merits of success in relation to your Employment Tribunal Claim with [Company Name].
- Liaising and dealing with ACAS in terms of negotiation with [Company Name] both pre action and post issue of any claim
- Mediating and negotiation directly with [Company Name] in terms of your Employment Tribunal Claim
- Issue and running of your employment tribunal claim(s) relating to your employment with [Company Name].

What is not covered by this agreement: *(delete as appropriate)*

- Any counterclaim against you.
- Any appeal you make or any appeal made by your opponent.
- Any reference to the European Court of Justice.
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- Any additional work in securing payment of any award made to you in connection with the Employment Tribunal Claim following the Employment Tribunal Judgement

Paying Us

If you win the case once issued at the Employment Tribunal you pay us 30% of the money we recover. This figure includes VAT at the standard rate, currently 20%.

For example if the employment tribunal awards the sum of £10,000.00 in direct damages to you; the sum you will be liable to pay to us is £3,000.00 in total (inclusive of VAT at the standard rate). This sum will be paid by you from the sum

you are awarded under the Employment Tribunal Judgement. In the event that your case is settled prior to the Tribunal determination this sum will be paid by you from the settlement amount.

If you win the case once issued with ACAS for early conciliation but prior to the claim being issued at the Employment Tribunal you pay us 10% of the money we recover. This figure includes VAT at the standard rate, currently 20%.

For example if the negotiated settlement is in the sum of £10,000.00 in direct damages to you; the sum you will be liable to pay to us is £1,000.00 in total (inclusive of VAT at the standard rate).

We will invoice you separately for payments due and the sum will become due for payment 7 days after cleared monies are in your account in respect of damages paid to you.

We will not deduct the sum owed to us from the money you are paid. We will invoice you separately and the sum will become due for payment 7 days after cleared monies are in your account in respect of the damages owed to you.

In addition, if the unlikely event that the employment tribunal awards costs against your opponent you pay us those costs for the work we have done for you at £180 plus VAT. In the event that there is a shortfall between the costs awarded and the win percentage in this Agreement you will be liable to pay us the difference. In the event that we recover costs at a level above the win percentage in this clause you pay us all those costs. In the event that those costs are sought from the losing party and are failed to be recovered from that losing party the amount you will be liable to pay reverts back to the win percentage under this Agreement.

Example 1 - A claim is Issued in the Tribunal

You are awarded £10,000 damages. No costs are awarded against your opponent. You pay us £3,000 inclusive of VAT.

Example 2 - A Claim is Issued in the Tribunal

You are awarded £10,000 damages. In addition your opponent is ordered to pay you £1,000 legal costs. You will pay us the £1,000 legal costs and you will pay us £2,000 inclusive of VAT.

Example 3 - A Claim is Issued in the Tribunal

You are awarded £10,000 damages. In addition, based on our hourly rate of £180 plus VAT, your opponent is ordered to pay you £5,000 legal costs. You will pay us the £5,000 legal costs. You will not be liable for any further payment as long as those legal costs are paid to you your opponent. If those legal costs are not paid by your opponent within 90 days of judgement the payment owed to us will revert to £3,000 as per the calculation for the direct damages.

Example 4 - Claim is Settled During Early Conciliation with ACAS prior to a claim being issued

You are awarded £20,000 damages. You are liable to pay us 10% of the damages awarded including VAT i.e. £2,000.

Payment of damages only becomes payable by you after you have won your claim, following receipt by you of the damages.

If you lose the case you do not pay us anything. If this Agreement is ended prior to damages being awarded you do not pay us anything.

If you end the agreement before the case is won or lost, you are liable to pay our costs at the rate of £180 plus VAT per hour for all work done up until the date of cancellation.

We can confirm that you will not be liable for any other fees inclusive of any disbursement; save for any Counsel fee at your direct request. We can confirm that all Counsel Fees will be agreed directly with you prior to engagement.

Can you gain advice elsewhere?

You should be aware that there are various free services available to aid you in relation to employment law and advice such as the Citizens Advice Bureau and ACAS conciliation service. These services are available to you as an individual and local branches can be found via an internet search or telephone enquiry. Please also check whether you have insurance to cover this claim.

Non-monetary benefits

We, P4B Law Limited, and you, the client, agree that if we succeed in obtaining your re-employment with your opponent then in addition to any other monies payable to us under this agreement we shall be entitled to a sum equivalent to one month's net pay calculated by reference to the pay at which you are re-employed.

1. Our responsibilities

We must always act in your best interests in pursuing your claim for damages and obtaining for you the best possible results, subject to our duty to the tribunal; we must explain to you the risks and benefits of taking legal action; we must give you our best advice about whether to accept any offer of settlement.

2. Your responsibilities

You must give us clear instructions which allow us to do our work properly; you must not ask us to work in an improper or unreasonable way; you must not deliberately mislead us; you must co-operate with us when asked; you must go to the tribunal hearing when asked.

3. What happens if you win

If you win (which means that your case is decided in your favour whether by a tribunal or by an agreement to pay you money or by a payment from the Secretary of State or your opponent's receivers, trustees in bankruptcy or administrators or under a Voluntary Arrangement under the Insolvency Act 1986) you pay us our share of any money and our share of the value of any non-cash benefits plus any disbursements.

In addition if the employment tribunal awards costs against your opponent you pay us those costs for the work we have done for you at £180.00 per hour this figure is exclusive of VAT at the standard rate of 20%.

If your opponent fails to pay any damages owed to you we have the right to take recovery action in your name to enforce a judgement, order or agreement, including the right to apply to the Secretary of State. You will not be liable to pay the win percentage until you have receipt of the monies from your opponent.

4. What happens if you lose

If you lose you do not have to pay us anything.

5. What happens if the agreement ends before the case itself ends

You can end the agreement at any time by providing notice in writing to Mr Roger Davies at our office address. In any event, if you choose to end the agreement during the cooling off period as described in paragraph 11 of this agreement you will not be required to pay us any costs.

We can end the agreement if you do not keep to your responsibilities in paragraph 2.

We can end the agreement if we believe that you are unlikely to win even if you disagree with us. In this instance, you do not have to pay us anything.

We can end the agreement if you reject our opinion about making a settlement with your opponent. In this instance you do not have to pay us anything.

We can end this agreement if the estimated duration of the tribunal hearing exceeds 2 days. In this instance, you do not have to pay us anything.

We can end this agreement if the level of damages that you could win no longer makes it a sound financial prospect for us to continue representing you. In this instance, you do not have to pay us anything.

You are entitled at any juncture during this agreement and following cessation to obtain alternative legal advice at your own cost.

6. What happens after the agreement ends

After the agreement ends we will apply to have our name removed from the record of the tribunal proceedings in which we are acting. We have the right to preserve a lien over any property of yours in our possession unless any money owed to us under this agreement is paid in full. This means we can keep your papers until you pay us in full.

7. Costs

If you lose and you are ordered to pay costs to your opponent, then those costs will be payable by you. It is only very rarely that costs are awarded and we will advise you if at any stage we believe this is a likely outcome.

8. Referral Fee

We can confirm that we will inform you in writing of any referral fee we have received/given in the event that we have received details of your claim from a third party. We can confirm that you have the right to request further details of this following commencement of this Agreement.

9. Complaints

If you have a complaint about our work, you should first contact Mr Roger Davies (roger.davies@p4b-law.co.uk), Managing Director, P4B Law Limited, 9 Centre Court, Main Avenue, Treforest Industrial Estate, TREFOREST CF37 5YR. Our full complaint procedure is contained at the end of this policy

If the complaint cannot be resolved internally, then you should contact the Legal Ombudsman.

Contact the Legal Ombudsman

cmc@legalombudsman.org.uk

Telephone: 0300 555 0333

Minicom: 0300 555 1777

Monday to Friday, 8.30am to 5.30pm

10. Insurance

We hold professional indemnity insurance.

11. Monies held

We will not hold any award monies. These will be paid direct to you.

12. Cooling off period

If you are not happy with the service we provide, you have the right to take other advice and to shop around.

You are entitled to a 14 day cooling off period from the date we receive the signed documents. During this period you may cancel your claim and any fee which you have made to us will be refunded.

In order to cancel, you should write to Mr Roger Davies at the address given at the top of this agreement.

13. Document storage

Your documents, which may include personal information, will be securely retained. We will keep hard copies of information in a locked filing cabinet. Information stored electronically will be subject to access controls and passwords and encryption software will be used where necessary.

We will retain secure copies of your documents for six years, after which they will be destroyed.

We will comply with our obligations under the Data Protection Act 1998.

P4B Law Limited is regulated by the Claims Management Regulator in respect of regulated claims management activities under authorisation number **CRM32395**.

I agree to the above terms and conditions.

Signed

Date

P4B Law Limited Complaints Procedure

P4B Law Limited Complaints Handling Policy

Our complaints policy

We are committed to providing a high-quality legal service to all our clients. When something goes wrong, we need you to tell us about it. This will help us to improve our standards.

If you have a complaint, please contact us with the details. We will consider your complaint within 7 weeks. You may do this by letter, telephone, email or in person

What will happen next?

1. We will send you a letter acknowledging receipt of your complaint within 5 business days of receiving it, enclosing a copy of this procedure.
2. We will then investigate your complaint. This will normally involve passing your complaint to the Managing Director, Roger Davies, who will review your matter file and speak to the member of staff who acted for you. If the complaint is about Roger Davies another senior employee will be appointed.
3. Roger Davies will invite you to a meeting to discuss and hopefully resolve your complaint. He will do this within 14 days of sending you the acknowledgement letter.
4. Within three days of the meeting, Roger Davies will write to you to confirm what took place and any solutions he has agreed with you, if any.
5. If you do not want a meeting or it is not possible, Roger Davies will send you a detailed written reply to your complaint, including his suggestions for resolving the matter, within 21 days of sending you the acknowledgement letter.
6. At this stage, if you are still not satisfied, you should contact us again and we will arrange for Roger Davies to review his own decision.
7. We will write to you within 14 days of receiving your request for a review, confirming our final position on your complaint and explaining our reasons.

8. P4B Law Limited is regulated by the Claims Management Regulator in respect of regulated claims management activities under authorisation number **CRM32395**.

9. The Legal Ombudsman can be contacted at:

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cmc@legalombudsman.org.uk

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