

[Sample letter]
[Insert name and address]

[Insert date]

BY EMAIL: [insert email address]

Our Ref: [insert reference]

Dear [Mr/Mrs/Dr etc.]

[Insert names of likely parties and description of work]

This letter, the Standard Terms and Conditions and **Appendices 1 and 2**, sets out the key terms and conditions under which we will represent and advise you. Please take time to read this carefully as these terms will apply to all work undertaken for you. We are required to place a signed copy of this on your file, so please sign and return a full copy to us retaining a full copy for your own records.

If you have any questions we are happy to deal with these in order to ensure that you are clear on these terms and conditions. If you are clear on the terms below please sign and send them back to us. If you are not clear it is your obligation to contact us and clarify any matters that you are unclear about.

Your attention is drawn particularly to paragraphs 9 - 12 of this letter and paragraphs 25 - 48 of the Standard Terms and Conditions. Your signature marks your express agreement to these terms, the Standard Terms and Conditions and the Appendices 1 and 2 and that you understand the terms and have been advised on the terms appropriately.

Employment Rights Services

1. Employment Rights Services is not a firm of solicitors - instead we offer an exceptional level of employment law and human resources consultancy service.
2. We are specialist in human resources and employment law and represent employees.
3. We will work with you to ensure that you are represented by an employment law and human resources specialist who is experienced and specialised in employment law and human resources.
4. More details about our service are on our website: www.employment-rights.com

The conduct of your matter

5. We will do all we can to deal with your case efficiently and expeditiously. However, it is important that we bring to your attention certain points.
6. The person dealing with your matter is Mr Muchie Shamuyarira, who is a Human Resources and Employment Law Consultant. Mr Shamuyarira can be contacted by email on: muchie@employment-rights.com and by telephone: 01708 526 564 or on mobile: 077 2385 4713.

Confirmation of Instructions

7. In your case we are instructed to **[insert description of work to be done eg complete a Risk Assessment]**. The fee for this is **[insert fees]**. That sum is payment for work undertaken on your behalf in order to **[insert work eg complete a Risk Assessment]**.
8. Any other work undertaken on your behalf or advice given in addition to **[insert description of work eg a Risk Assessment/initial piece of work]** will be charged at the appropriate rate (see appendix 2 below for hourly rate).
9. The Fee or hourly rate will be £[rate] for any work on your case beyond the initial Risk Assessment unless otherwise agreed and confirmed in writing. The brief fee will have to be paid even if the case does not go ahead.
10. In the event that the case proceeds beyond **[insert work e.g. the initial Risk Assessment [the initial piece of work]**, the work which Employment Rights Services may undertake on your behalf includes but is not limited to:
 - (a) advising on the strength and weaknesses of your potential case (as the situation changes as necessary);
 - (b) assisting you to fill any necessary forms, or check details that have been provided, for example, drafting any necessary documentation including a letter to your employer, a grievance, an application to an Employment Tribunal (known as "ET1");
 - (c) advising on tactics, strategy and the collation of evidence to increase prospects of success; but not 'coaching' you to answer questions inaccurately in a way to maximise possible compensation;
 - (d) representation at any internal hearing such as a grievance or disciplinary and appeal hearing where permitted by the employer;
 - (e) advising on whether settlement of your claim would be appropriate (whether via a settlement agreement or otherwise) and negotiating on your behalf in settlement negotiations;

- (f) general advice on litigation; and
- (g) representing you at Employment Tribunal in the event proceedings become necessary.

11. By asking us for advice in relation to any matter not related to **[insert work e.g. a Risk Assessment] [the initial piece of work]** you agree to the fixed charges and/ or hourly rates set out above and in our Standard Terms and Conditions below for the work undertaken.

12. Your signature below is confirmation that:
- you have read and accepted the terms set out in this letter along with our Standard Terms and Conditions, Appendix 1, with the Additional Terms and Appendix 2, Fee Structure set out below;
 - you confirm and disclose that you have given us all the relevant documents in your possession that are relevant to your case/claim and which give evidence of a fact in the case/claim.

We look forward to working with you.

Yours sincerely

Employment Rights Services
(This letter has been sent electronically and therefore bears no signature)

Enc: - Terms and Conditions
- Appendix 1
- Appendix 2

Client's Signature:

[INSERT NAME OF CLIENT]

Dated:

Standard Terms and Conditions

Your right to cancel

1. You have the right to cancel this agreement at any time if you wish by delivering or sending (including by electronic mail) notice of cancellation to us.
2. You have a 'cooling off' period of 14 days after signing this agreement, during which period you may cancel the agreement and be entitled to a refund of any payments made to the business.
3. Any notice of cancellation can be sent at any time within the period of 14 days starting with the day you receive this notice. The name of the person to whom we would ask you to send this cancellation notice to is, Muchie Shamuyarira, Employment Rights Services, 6 Monarch Close, Rainham, RM13 8SQ. The email address is: muchie@employment-rights.com
4. We will begin work on your matter at the end of the 14 day cancellation period unless you request in writing that you wish us to commence work immediately. Please see the separate Notice of Right to Cancel for further details including your right to request that we commence work immediately.
5. You have the right to cancel this agreement at any time after signing the agreement and after the initial 14 day cooling off period. Any charge to you shall be limited to what is reasonable in the circumstances and shall reflect work undertaken up to the point of cancellation. We will provide you with any **itemised bill** for any cancellation fees that set out the charges, how we have calculated them, specific and purpose of any work done to you before obtaining payment details and any payment can be taken from you.

Risk Assessment: all cases up to the Employment Tribunals

6. By Risk Assessment, we mean our undertaking to conduct an assessment of your case, providing you with prospects of success (where possible) and to advise on the next steps in order to progress your claim/case. We will do so based upon any pleadings (namely the claim form "ET1" and other key documents (where the total number of A4 pages does not exceed 50 pages in total, where the font size is no smaller than 11pts). We also require all relevant documents, subject to the maximum to be sent in one email, with a short explanatory note to clarify the documents attached.
7. All work is chargeable as above and subject to these Terms and Conditions, which operate at all times.
8. On instructing us you must make sure that we have all relevant papers in your possession that are relevant to your case/claim and which give evidence of a fact in the case/claim. This include any and all Employment Tribunal documents so that we can carefully record vital dates. Please note that these documents may be also provided in electronic form (subject to clause 6 above).

9. Employment Tribunal claims must usually be lodged within 3 months of the incident complained of (e.g. dismissal or discrimination). The deadlines are very strict.

10. Always bear in mind that it is your responsibility to ensure that you comply with all Employment Tribunal deadlines before you get representation. There is no excuse if you miss a deadline because you were looking for representation. At the point you instruct us to represent you, it is your responsibility to ensure that we have all the relevant documents and information in relation to the claim/case to enable us to meet the deadline.

11. If you have missed the deadline for the submission of your claim you must inform us immediately.

12. To avoid unnecessary adjournments, you should provide us with all relevant information including any dates when either yourself, or any witness may be away in the coming months.

Money Laundering

13. For the protection of our clients and to comply with current legislation, we may request, from employees and individual clients, proof of their identity and home address as follows:

- (a) A copy of your current passport, or driver's licence, or National Identity Card;
- (b) A utility bill or bank statement issued within the past three months, or a Council tax bill for the current year.

14. Please note that if the work is to be funded by a third-party individual then we will also require proof of their identity and home address as specified above.

15. We have a duty to report concerns to the National Crime Agency if we are aware or have reasonable cause to suspect any organisation or person is involved in money laundering. This duty overrides client confidentiality.

Payment on account

16. We do not hold client money/account.

Charges, funding & risk/benefit assessment

17. **General fees** – It is difficult to accurately predict the costs of a case at the outset; For example, Employment Tribunal litigation cases may be resolved without a hearing, in which case costs will be lower. Whilst we provide an excellent service and very reasonable costs, protracted legal proceedings can be expensive and it is important for you to be satisfied that you wish to pursue your case in light of the likely costs. If your case proceeds to an Employment Tribunal, conciliation and early settlement may be a sensible option but you must normally set out your legal position firmly to be able to negotiate effectively.

18. Alternative and possibly cheaper representation may be sought from other bodies. We do not make any recommendations or guarantees about the service that you will receive from these alternative bodies. However, if you would like cheaper or free representation you may contact: your local law centre or Citizens Advice Bureau, the Free Representation Unit etc.

19. You may also be able to settle any potential claim for no charge at an early stage via the ACAS Early Conciliation process. This is something that you can do yourself, or we can assist you, however, there would be charges if we assist you with the Early Conciliation process and this will depend on how much time is spent assisting you at our fixed/hourly rate.

20. You should read carefully and retain any claims documentation. All the answers or statements provided as part of your case are your responsibility.

21. By instructing us, you must make a value judgement: parties can represent themselves or there may be other providers who charge different rates.

22. **Your duty to mitigate your losses** – Regarding Employment Tribunal cases, the larger part of any claim for compensation is future lost earnings. You must look for work under the 'duty to mitigate' (if you do not, the Employment Tribunal may not award you compensation, or may limit any compensation to a period of your loss). You might find a job relatively quickly in which case the legal costs might exceed the monetary value of the claim.

23. **Reviewing risk benefit** - when we receive relevant information regarding the likely value of any claim, we can look again at what you are hoping to achieve.

Information on fee (see also fee structure appendix 2)

24. We understand that trying to understand how consultancy costs are calculated can be quite complex. At Employment Rights Services, we have a number of flexible payment options to suit you. All cases must be conducted to professional standards, regardless of the monetary value of the claim.

We will ensure that we fully explain:

- (a) How we calculate our fees;
- (b) The likely costs involved to prepare and run your case;
- (c) Any additional costs that may be incurred;
- (d) Where appropriate, any costs that may be recoverable from, or payable by you to the other party.

Depending on your issue/case we may offer the following funding options:

25. **Fixed Fee and Pay as you go service** – In most cases we have fixed fee options available. This means that we will assess your situation and provide you with a fixed fee to assist with your case. This gives you a level of cost certainty to get you to a particular resolution. For some areas we are able to do this in stages (i.e. pay as you go) of your case which gives you even more flexibility.

26. **Agreed Hourly Rate (where no fixed fee applies)** – In limited cases, we will work on hourly rates. This is the traditional fee structure which means that we will assess your case and provide a fully flexible option on an hour by hour basis.

27. You will be given information about the likely overall cost of your matter and you will be updated as to these costs.

28. **Legal Expense Insurance** – We will investigate the possibility of funding your case through a legal expense insurance policy. This is a service which comes with some insurance policies and other financial products. It can be used to cover part or all of your costs. Your Employment Law Consultant can take you through this option if it is available.

29. **Membership Organisations** – Some union and membership organisations offer legal cover within the membership benefits. If you are a member of such an organisation or a trade union or you were a member at the time when you suffered the act about which you complain, you should inform us and we will be able to give you assistance and advise on the options available.

30. **As our client, you will remain primarily responsible for payment of our bills. If a third party, such as an insurance company, employer, colleague, friend, trade union or professional/business association has offered to pay your bill, you will still be personally liable for all costs incurred or any shortfall in the fees (in the event that any such third party does not pay our bill).**

You should be aware that acceptance of a claim by an insurance company under a legal expenses policy does not mean that the entirety of the fees due will be covered by the insurer. Please note that it is common practice for insurance companies to place a limitation on the fees to be paid on a stage of the proceeding leading to a shortfall in fees for which you may be liable. You should also note that although different insurance companies vary in their terms and conditions, they commonly will not pay for some work which may result in a shortfall in fees for which you may be liable. In relation to any shortfall in hourly rates you should note that there may be a substantial shortfall between the hourly rate agreed between you and ourselves and that payable by an insurance company and that you may be liable for any shortfall. If the fees incurred exceeds the limit of your legal expenses policy, you will be liable for the excess. **So, for example, if your total fees are £10,000 and the limit of your policy is £5,000 you will be personally liable for £5,000 in fees.**

31. Waiting, travelling and preparation time is also chargeable unless otherwise agreed. The brief fee will have to be paid even if the case does not go ahead.

32. Disbursements will also be charged to you and must be paid by you. These include for example: photocopying (usually 10p - 15p per page), expert's fees, our travel costs (usually standard class train fare or 40p per mile for a car), overnight charges (hotel usually £100 - £125 per night) and

sustenance (usually £30 - £45 per day). Where applicable these will be discussed and agreed with you prior to any assignment.

33. Managing legal costs - You can help manage your legal costs by for example assisting us with certain aspects of preparation, for example by:

33.1 providing ALL relevant information at the outset in a logical and clear way;

33.2 providing request information or documentation in one email;

33.3 checking draft documents;

33.4 providing summaries of what witnesses may say;

33.5 sorting evidence into order;

33.6 if there is a group of claimants – appointing one representative to manage communication with us;

33.7 contacting us to discuss a group of issues at one time rather on an item basis.

34. We will assume that you are willing to work in this way unless you indicate otherwise. It will also ensure that you are active in the creation of your case, which tends to improve the chances of succeeding at a full hearing.

35. We require payment of all bills and fees after we have provided you with services/work. Please ensure that you are in a position to pay all fees. Please note that we will be unable to represent you or undertake any further work on your behalf unless all fees for any completed work/service are received by us on or before the date they become due for payment. To be clear we will be unable to start any work unless any outstanding fees for completed work are received by the date they become due.

36. We will inform you of the date that fees for any completed work are due to be paid. In the event that we do not state a date for payment you must pay fees at least seven days after a piece of work is completed, at the very latest.

Payment in arrears - billing and updates

37. We only work on payment arrears if we expressly agree this in writing.

38. If we agree that fees may be paid in arrears we will normally provide bills on an interim basis, most probably each month. These must be paid strictly no later than 30 days after the day they are sent out. Any unpaid bills (interim or final) attract interest at 8% per annum and non-payment of our fees may well result in the termination of this agreement with us ceasing to act for you and the commencement of enforcement proceedings for which legal costs and fees will be incurred.

Fees estimate

39. In terms of an estimate of the likely overall costs, it is not possible to be precise at an early stage. For example, we do not know how the other party will respond.

40. Most of our cases that proceed to an Employment Tribunal claim can be resolved without a full hearing but you may need to be prepared to fund your case all the way to an Employment Tribunal, where the typical cost of proceedings can often be in the range of £7,000 - £15,000, depending on the case. These costs are not normally recoverable from your opponent.

41. Factors that can add to legal costs include:

- Failures to follow correct internal procedures;
- Postponements of hearings;
- Evidence provided in a piecemeal manner;
- Inaccurate or untruthful evidence being provided;
- Instructions received from varying sources;
- Amendments to evidence or not dealing with questions from us or the Employment Tribunal quickly or comprehensively;
- Legal representatives acting inappropriately or parties acting without representation;
- Animosity between the parties;
- Delays at the Tribunal;
- The need for expert reports.

Recovery of monies on your behalf

42. Where we recover compensation or a monetary settlement for you, this will be paid direct to you.

Risk of paying opponents costs

43. We recommend that you arrange insurance against the risk of paying the other side's costs and expenses. By signing this document you confirm that you have been advised by Employment Rights Services.

We do not offer such insurance but further information can be sought at:

<http://www.which.co.uk/money/insurance/guides/legal-expenses-insurance/>

Liability for fees and third-party indemnities

44. If another person has offered to pay all or some of your bill, as our client you remain primarily liable and if the third party does not pay us on time, we reserve the right to seek payment from you. You should provide a copy of this letter to any party who might assist with your bill.

Your objective or strategic issues

45. You must give us clear instructions on what you hope to achieve, which may include defending the case, offering conciliation or looking for other pragmatic solutions. If you change your objective please send any such change to us **in writing** clearly indicating that this is the case.

46. **Costs orders** - On some occasions, the Tribunals can order costs against the losing party if the conduct of the party was unreasonable, vexatious and/or misconceived. This can happen if the claim brought had no reasonable prospect of succeeding or the party fails to comply with tribunal's orders and directions. Sometimes, the Tribunal can look at 'without prejudice save as to costs' letters and consider whether a party has acted unreasonably in refusing offers to settle.

47. **Litigation risk** - A Tribunal will decide a case on the 'balance of probabilities' (what is more likely than not to be the case). Evidence will be assessed on the day and is a matter for the Panel. It is very difficult to challenge Tribunal decisions on questions of fact.

Contesting our bills

48. Employment Tribunal work falls within the 'non-contentious' category. If you are dissatisfied with your bill you have the right to have it assessed. This must be requested within 1 month of the date of any invoice.

49. You must make your request to have your bill assessed Promptly.

Our Approach

50. Our objective is to assist you in achieving your legitimate objectives, efficiently and proportionately using our legal expertise to its best effect. We have professional standards and it is important for us to work together adopting this approach.

Concerns you may have

51. In the event that you have any concerns about the conduct of your case, or any other matter including, for example, billing, you should **promptly contact us**. You should set out your concerns in writing.

52. If you wish to pursue a complaint, a copy of our Complaint Procedure is enclosed with this letter. Should you feel dissatisfied with the way in which your complaint has been handled you have the right to refer your complaint to the Legal Ombudsman. Any complaint should be referred to the Legal Ombudsman within six months of our final response to your complaint, the contact details for which can be found in our Complaints Procedure.

Acceptance of terms

53. Please sign and return a copy of this agreement as soon as possible. We cannot undertake any work until this agreement is signed.

Entire Agreement

54. These terms and conditions sets out the entire agreement between the parties and supersedes all prior statements, representations, terms and conditions, warranties and guarantees whenever given and whether orally or in writing. You acknowledge that you have not relied upon any statement or representation by Employment Rights Services other than the terms and conditions set forth in this agreement.

55. No variation of these terms and conditions shall be effective unless it is agreed by both parties and in writing.

56. If any term of these terms and conditions is held to be illegal, invalid or unenforceable, in whole or in part, such part shall be deemed not to form part of the Agreement but the legality, validity or enforceability of the remainder of the Agreement shall not be affected.

APPENDIX 1

Additional Terms

Your choice of employment law consultants

Before deciding to instruct us (or to continue to do so) you may wish to look at other options. There are other employment law consultants or lawyers available and you may consider other choices such as representing yourself or using a non-qualified representative.

Referral Fees

We don't operate a case referral system.

Other duties & Termination of agreement

We have a duty to you, the Claims Management Regulator and Employment Tribunal. Where these obligations are unnecessarily compromised, we will normally terminate the agreement and decline to act for you. In addition, a failure to indemnify us for costs and disbursements, at any stage of your case, could well lead to termination of this agreement and our ceasing to act for you.

To end this agreement with us before the agreed start date, please let us know by calling us on telephone: 01708 526 564, mobile: 077 2385 4713 or email: enquiries@employment-rights.com. Please provide your name, address, details of the order and where available, your phone number and email address.

Legal Aid

Legal aid is not available for Employment Tribunals (though it can be provided in the higher courts) and we are not part of the Legal Aid Scheme. Some advice and assistance may be available for those with a low income or no income, but you would need to speak to firms with a Legal Aid Franchise if you want to look into this.

Insolvency

This agreement will be terminated immediately in the event of your insolvency or other inability to meet your financial obligations under it.

Confidentiality

Your instructions and any documents provided you are treated as confidential and will not be disclosed to any third party (except as required by Law for the presentation of your case). Consent to other disclosures, for example to the Press, must be agreed by you in writing. Most Tribunal cases

take place in open court and by participating in proceedings you will normally waive your right to privacy in relation to matters addressed in open forum.

Failures to Properly Instruct Us

In addition, we will not be liable for any loss occasioned by you as a consequence of any failure to provide us with reasonable, prompt, clear and honest instructions.

Mobile Phones

If appropriate, you will be given the email address and mobile phone number of your HR and Employment Law Consultant. Please take care to use this reasonably. Detailed advice cannot be given by mobile phone as it is important that we are in a position to properly consider and record any advice given and confidential matters should not be discussed in public. Calls should normally only be made between **09:00** and **17:00 hrs** and weekends.

Changes

If there any changes to the points in this letter, we will notify you as soon as possible in writing. This letter constitutes the sole source of all terms and conditions agreed between us. These terms will apply from the date of this letter. Any delay in asserting or enforcing our rights under these terms will not amount to a waiver or variation of any sort and any changes to these terms must be confirmed in writing by us.

Address for Communications

We will communicate to you via your last known address/email address and phone numbers. If these change you must notify us in advance. Equally, you must always communicate with us at our stated address.

Severability

If any part of these terms is found to be unenforceable by any competent court, this will not affect the enforceability of all other terms.

File Storage

At the end of your case, we will archive and store the files in your case. We normally keep our file of papers (except for any of your papers that you ask to be returned to you) for at least six years, but we reserve the right to destroy a file at any time. We keep the file on the understanding that we have the authority to destroy it six years after the date of the final bill we send you for the matter.

We will not destroy documents you ask us to deposit in safe custody, but we may send them to you for your retention. If you request the return of your file or its transfer to a third party at any time within five years of completion of your matter then, in order to ensure our compliance with the money laundering legislation, we will make and retain a copy of your file. Upon such a request we may charge for time spent retrieving or delivering papers and documents and for any reading, copying, correspondence or other work necessary to comply with your request

Professional Indemnity Insurance

We maintain professional indemnity insurance. Details of the insurers and territorial coverage are available for inspection at our registered office.

