

Terms and Conditions

This document together with the terms set out in the Letter of Engagement set out the standard terms and conditions of my Practice. These terms may only be varied or excluded by written agreement. By signing and returning the accompanying Client Care Letter or by providing instructions after receipt of the Client Letter and these terms and conditions, by email or by other means, you agree to be bound by these terms. If you continue to instruct me and you have not signed these Terms and Conditions you are deemed to have accepted them.

1. Service and procedure

I aim to deliver to clients a high quality and cost-effective service which meets or exceeds expectations. In relation to engagements and services provided by us, I will:

- Explain the need to involve any specialists eg doctors, handwriting experts, IT experts or Counsel in your matter;
- Explain what I am doing on your behalf and why;
- Clearly explain the legal and other issues raised in your matter;
- Where appropriate, discuss with you whether the likely outcome of the matter justifies the expense and risk involved;
- Keep you up to date with progress on your matter;
- We will have regular contact by email, telephone and face to face meetings

In order to assist me with the smooth running of your matter you must provide comprehensive and timely instructions and provide any information requested promptly.

2. Client care and complaints procedure

I encourage my clients to maintain full and frank communication and to raise any problems that may arise during the course of the matter.

- (1) If you are dissatisfied with any aspect of service, you may raise your dissatisfaction with me at 34 Lyndale Avenue, London NW2 2QA either in writing, by email or in person.
- (2) Any complaint will be dealt with by him as promptly and as comprehensively as possible. You will receive a preliminary response within 4 weeks of its receipt and a final decision within eight weeks with reasons. I will work with you to reach a satisfactory conclusion.
- (3) If the dispute is significant and serious, **both parties** may agree to appoint a Mediator/Arbitrator to try to settle the dispute.

- (4) If you are dissatisfied with my decision or any delay, then you should write to the legal Ombudsman if you are complaining about the service I have given you.
- (5) I reserve the right not to consider any complaint made more than six months after you have become aware of the complaint.

3. Fees – method of calculation

Charge by hourly rate currently of £400 per hour plus VAT

I charge an hourly fee which is fair and reasonable commensurate with my expertise and experience. I charge in units of 10 minutes rounded up to the nearest unit of 10 minutes as appropriate. For example, if a telephone call lasts 16 minutes you will be charged for 20 minutes. Fees are based on the amount of time taken to complete the work required. I will charge a premium of double my hourly rate if, for example, **you require or request me** to work outside normal working hours or while I am on holiday or if your matter involves a complex, difficult or unusual aspect. I will charge for all time spent on your matter. For the purposes of clarity, this will include time spent on the following activities:

- Making and receiving telephone calls;
- Reading and replying to emails;
- Reading any documents or attachments that are sent to me in relation to your case;
- Attending meetings with you and relevant parties, including travel to and from the meeting;
- Undertaking research;
- Travelling to and attending any disciplinary or grievance hearing, Employment Tribunal/County Court or High Court or any other judicial body or Mediation.
- **A success fee of 100% of all fees paid during the transaction charged once the matter completes. I have explained this above. Success means achieving a monetary settlement with your employer or an Award from an Employment Tribunal or Court. The success fee equates to the total amount of fees you have paid me to the date of the settlement. EG: if you have paid in total £1000 plus VAT, £1000 plus VAT will be the success fee.**

You may place a limit on the amount of fees to be incurred without your prior approval. If you wish to do so, please tell me in writing.

Fees – additional costs

I will add to our fees whether charged on an hourly basis these additional amounts:

- a. VAT (value added tax) at the rate applicable when the fee or fee note in respect of a disbursement is raised;

- b. Disbursements (i.e. expenditure incurred on your behalf) such as Counsel, purchase of stationery etc.

I will notify you of the need to incur disbursements as soon as it becomes apparent, and where appropriate I will obtain a firm figure or cap on the amount of the disbursement.

Expenses such as travelling, subsistence, photocopying, fax and telephone charges are also added to your bill. These expenses will not normally be shown separately on my invoice but will be added to and included in the total fee for my services.

4. Estimates

It is difficult for me to estimate how many hours of work will be necessary to complete any engagement or services provided. Where I am asked to give an estimate of the fees that may be incurred, you will appreciate that this is only an indication and is not intended to be a fixed quotation. I reserve the right to revise the estimate at any time if it becomes apparent that I will have to spend more time on the matter than originally envisaged.

5. Instructing Counsel

If I consider that Counsel's opinion or in-put is important or if I issue proceedings in your case, I will advise you of this matter and will advise which Counsel I believe is the most appropriate for your matter. I will always require a payment on account of Counsel's costs when briefing Counsel so that Counsel can be paid.

The basis of instructing Counsel is:-

- A brief fee – payment for some of the later preparation of the trial and the first day of any hearing;
- Refreshers – are the per diem payments made on the second and subsequent days of a Court or Tribunal hearing;
- Settlement – if the brief has been sent to Counsel before any settlement is reached, then Counsel is entitled to the brief fee and any refreshers (if applicable) in any event;
- Conference – fees for a conference with Counsel are required in advance;
- Preparation before trial – this is charged on an hourly rate; and
- Opinions – payment for advice from Counsel for an opinion on a matter or advice on quantum.

Please make all transfers to my Bank Account unless otherwise requested eg counsel's fees must be paid direct to Counsel.

6. Billing arrangements

I will usually invoice you on a monthly basis while the matter is in progress. I will then send you a final invoice when the matter is completed. In addition I will invoice you for any unbilled costs at the point when I either cease to act for any reason or the matter aborts. I do not operate any policy whereby reduced fees are charged if a matter does not run through to completion unless this has been specifically agreed in advance with me. My policy is to ask for payment as a matter progresses – not to ask for a large sum at the end.

Invoices are payable on demand and within 28 days of receipt. If you fail to pay any amount due under an invoice within 28 days after the date of issue I reserve the right to charge you interest on the overdue amount from the due date up to the date of actual payment at the rate of 8% per annum (ie above the base rate for the time being of Barclays Bank). Such interest shall accrue on a daily basis and be compounded quarterly. You are also responsible for payment of all my fees whether or not your matter proceeds to completion. I reserve the right to claim interest on late or unpaid debts.

7. Electronic communication

I am able to communicate with you by e-mail as well as by post, fax, and telephone. Unless you let me know to the contrary, I will assume that you are happy for me to communicate by e-mail, even though I cannot guarantee the confidentiality or security of e-mail communications. I do not encrypt emails. I delete all emails within one week of a matter concluding/completing unless you advise otherwise.

I do not retain any paper files concerning inter partes correspondence, emails between us or any documents or witness statements etc once the matter is completed. I only retain trial bundles as stated below.

8. Storage of documents

After completing your work, I am entitled to keep all your papers and documents while any invoice, charge or disbursement is outstanding. I will **NOT** keep the hard copies of your papers as stated above once the matter has completed. **If you wish for their return to you, you must ask me for them within 7 days of your signing a Settlement Agreement or within 7 days after the Employment Tribunal case has finished and arrange for their collection.**

9. Termination of the relationship

You may terminate your instructions to me in writing at any time. Upon receipt of notice I will issue an invoice in respect of any unbilled time costs, expenses and disbursement. I will be

entitled to keep your papers and documents as a lien until all invoices have been fully discharged.

I may decide to stop acting for you at any time upon written service of notice. I will give reasons for why I have decided to stop acting. Typical reasons include:

- a. failure to settle invoices, charges and disbursements in accordance with our Agreement;
- b. failure to provide clear instructions or accurate information to us;
- c. failure to follow instructions or advice given by me;
- d. where the trust and confidence between us has broken down;
- e. where to continue to act would be a criminal offence, etc;
- f. where I later discover there is a conflict of interest.

Following the termination of the relationship by me, I am entitled to retain your papers and documents until all outstanding invoices, charges and disbursements have been discharged.

Conduct

The Court and Employment Tribunal will take a pro-active role in managing cases with the aim of handling them expeditiously, fairly and at a cost proportionate to the sums of money involved and complexity of issues. There is a duty on all litigants to assist the court with this aim which includes confirming that all information is truthful and disclosing all documents which are supportive to your case or, alternatively, favourable to your opponent. If a party fails to co-operate, they face the risk of severe cost penalties that are enforceable if settlement is not forthcoming within that time period. If a party is found to have provided false information they may face a charge of contempt of court. It is therefore important that you provide us with full details of your claim and reply promptly to all correspondence and requests, which are made.

You agree that you understand that in the case of any settlement an offer of settlement made by “the other side” can be withdrawn at any time and there can never be any guarantee that any offer which is withdrawn will be re-instated. Prompt instructions from you are particularly important in settlement discussions.

10. Payment of invoices, charges and disbursements

If the matter is litigious or becomes litigious I will advise you fully on the position with regard to paying “the other side” costs. The rules vary depending upon whether litigation is brought in the County Court, High Court or higher courts or in the Employment Tribunal or Employment Appeals Tribunal. The rules are complicated which is why I can only advise as and when this becomes applicable.

In the meantime, as a general guideline it is important you understand that you will be responsible for paying all of my invoices, charges and disbursements even if another party may agree to pay or be ordered to pay some of your costs. Even if you are successful in any litigation, the other party may not be ordered to pay all (or any of) your charges and expenses or any sum awarded may not be recovered from them in full (or at all).

If you are successful in any litigation and the court orders the other party to pay some or all of your charges and disbursements, interest can be claimed on them from the other party from the date of the court order. You will also be responsible for paying the charges and expenses of seeking to recover any charges and expenses that the court orders the other party to pay.

If the matter is heard in an Employment Tribunal in routine cases each party will be liable for payment of their own legal charges and disbursements even the winner. However, the Employment Tribunal has power to order that you are responsible for paying some or all of the opponent's legal charges and disbursements if the case is deemed to have been misconceived etc and awards are being increasingly made on this ground. I will advise you at an early stage whether or not it is likely that your claim could be regarded as misconceived.

11. Liability

I cap liability whether in contract, tort (including negligence), breach of statutory duty or otherwise in respect of any claim or a series of claims which are related, expenses, legal fees and any other costs howsoever arising at £1,000,000. You agree that the cap on liability is fair and reasonable having regard to all of the circumstances which were, or ought reasonably to have been, known to you or in your contemplation at the time of any engagement or provision of services by me. It is open to you to seek to obtain legal services elsewhere without such limitation. You acknowledge that there is no liability if I cease acting for you at any time because of the matters listed above giving me grounds to dis-instruct ourselves

12. Disclaimer

I alone will be responsible for the provision of the services under any engagement with me. You therefore agree that you will not bring any claim in respect of or in connection with any engagement or the services that I provide whether in contract, tort (including negligence), breach of statutory duty or otherwise against any other party.

13. Governing law and jurisdiction

English law governs these terms of engagement and any dispute arising out of the terms will be subject to the exclusive jurisdiction of the English courts.

CLAIMS MANAGEMENT NUMBER: 9291