

Your ref []
Our ref MPA/[insert client ref]

By post/email only

[]

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Date

[]

Dear []

ENGAGEMENT LETTER []

1. This Engagement Letter, together with my Terms of Business (a copy of which is enclosed) and my pre contract information, (details of which are on my web site and enclosed with this letter) sets out the terms and conditions on which I shall provide services to you in respect of the matter described below. In the event of any inconsistency between this Engagement Letter and my Terms of Business the terms set out in the most recent Engagement Letter will prevail.

2.

INSTRUCTIONS

3. My client is [insert name]. I will accept instructions from you and other persons you nominate in writing. You confirm that you are empowered to give instructions to me on behalf of [insert name of client].

SCOPE OF WORK

4. I set out below my understanding of the matter and scope of work. Please let me know as soon as possible if you wish to add or amend this.

3.1 The matter: [insert detail.]

3.2 Your objectives: [insert detail]

3.3 My services: [insert detail] [I have agreed to write to you with a detailed scope of work and fee estimate.]

3.4 Excluded services: My services are limited to the provision of Employment law legal services in respect of the review of evidence, advising in respect of legal solutions and preparation for and advice and representation in relating to Employment Tribunal or legal proceedings, if any. I will not be responsible to you for:

- Tax, accounting or quantity surveying matters;
- Any other matters which require the input and advice of a technical expert (e.g. an engineer);
- Commercial matters;
- Insurance matters, unless specifically requested to advise in this regard;
- Investigations or advice upon the financial strength of any third party;
- Any actions required by you after we have stopped acting for you or the completion of this matter. This includes without limitation, reminding you of dates for serving documents or of when limitation periods expire;
- Advising on non-English law.

3.5 Cost/benefit : I will discuss with you whether your desired outcomes, if successfully achieved, would justify the potential costs and/or legal risks which this matter entails

My CHARGES

5. I will charge you 35 % on a 'No Win No Fee' basis. However this does not necessarily mean 'No Win No Cost' as other costs could be payable as outlined in my 'pre contract information'. Importantly, Regardless of at what stage the case may be resolved and settled and regardless of who pays, my fee will be 35% of what you are offered or awarded. (Not received) for example if you are awarded or settle at £10,000 you will have to pay me £3,500. You will be required to pay a fee if you decide not to pursue the case part way through the case for the sake of clarity there will be fees payable if case is not pursued at clients (your) request. Please see my Terms of Business (a copy of which is enclosed) and my pre contract information, (details of which are on my web site and enclosed with this letter) for details of possible charges.
6. If I involve any assistants, I will notify you of this. [I will write to you with a scope of work with cost estimates.][or insert cost estimate][or I do not yet know enough to provide a cost estimate]
7. I shall be entitled to deliver monthly "interim" bills to you for fees and disbursements during the course of a matter, and a "final" bill when the matter is concluded. I may deliver bills to you for disbursements at any time after they have been incurred

(which may sometimes be after the legal work on a matter has been concluded, and may therefore be after the "final" bill).

8. My bills are payable within 7 days after the date of issue. I reserve the right to terminate all my obligations to provide legal services to you if any bill is not paid by the due date. In that case, I may be entitled to retain information and documents which I might otherwise have been obliged to surrender to you, until my bills are paid.
9. Please refer also to the information about my charges and billing arrangements in my Terms of Business.

ASSISTANCE WITH COSTS

10. If you already have insurance that may cover elements of your legal costs, please raise this with your insurer immediately. Your insurer may wish to provide input in respect of the conduct of this matter.
11. Alternatively, you may be able to obtain after the event insurance and/or litigation funding. This could be to cover some or all of your legal costs and/or to cover the risk of paying other party costs in the event that you are ordered to pay these by the Employment Tribunal or County Court. I have already discussed this with you and I will continue to assist you with obtaining such insurance or funding should you require it.

LIMITATION OF LIABILITY

12. My liability to you in respect of the performance of my services for this matter will be limited in the manner set out in the section headed "Limitation of liability" in my Terms of Business.

COMPLAINTS

13. Please raise complaints or concerns, in respect of any matter on which you instruct us or in respect of any bill, with me.
14. If you wish to instigate my formal complaints handling procedure, please refer to the section headed "Complaints" in our Terms of Business.

ACCEPTANCE OF TERMS

- 15. Please countersign, scan and return by email (or by post if you prefer) a copy of this letter for my records. The giving of instructions to me by you will signify your acceptance of the terms and conditions set out in this letter and my Terms of Business.

- 16. It is important that you read and understand the terms of this letter and my General Terms of Business. You should ask questions if there is anything that you do not understand.

- 17.

Yours sincerely

Michael Arnold
for Employment Law 4U

We, [] accept the above terms.

Signed.....
(Authorised signatory)

Full
name.....

Date.....