



1 Employment Law 4u's General Terms and Conditions

1.1 In our Terms and Conditions of Business Terms" where applicable, "Terms of Business", "you" and "yours" refers to our client or clients, and "we", "us", "our" refers to Employment law 4u (as defined below). We do not hold a 'Client Account'

1.2 These Terms of Business, together with our letters of engagement ("Engagement Letter") form the entire agreement between us in relation to each matter on which you instruct us ("this agreement"). In the event of any inconsistency between these Terms of Business and the Engagement Letter, the terms set out in the most recent Engagement Letter will prevail.

1.3 "Employment law 4u" **Employment Law 4u Ltd** Registered in England & Wales Company No.13027003 is a Claims Management Company and is regulated by The Financial Conduct Authority:Reference number 851332.

1.4 Where we engage other parties to act on your behalf, whether in the UK or abroad, we do so as your agent and we will not be responsible for any act or omission of those parties. We may require you to contract with them and to pay their charges directly.

2 COMMENCEMENT AND RESPONSIBILITIES

2.1 Our engagement will commence from the earlier of either (1) the date on which we first act upon instructions given by you in respect of a particular matter, or (2) the date of our relevant Engagement Letter.

2.2 Our responsibilities to you in respect of each matter upon which you instruct us will be set out in the Engagement Letter.

2.3 Your responsibilities to us in respect of each matter upon which you instruct us are to provide full, complete and accurate instructions and other information to us in sufficient time to enable us to provide our services effectively.

3 FEES AND DISBURSEMENTS

3.1 Unless we agree differently in writing, we will charge to you fees for our services calculated by reference to the amount of time we have spent on each matter for you. We will also charge UK VAT where applicable.

3.2 Fees will be incurred for delivery of the services, the time spent advising, attending clients and others in person or by telephone, drafting and negotiating documents, drafting letters and file notes, research, correspondence including emails and text messages, telephone calls, travelling,

waiting time and time spent supervising colleagues and others. We record time in units of six minutes (the charged value of each unit is 10% of the applicable hourly rate). These charge-out rates are subject to variation from time to time. We will inform you of any variation in the rate before it takes effect.

3.3 We will charge to you all third party fees and other costs and expenses (plus UK VAT where applicable) which we incur on your behalf or otherwise whilst acting for you (generally referred to as "disbursements"). These disbursements will be itemised on your bill.

3.4 It is your responsibility to tell us if you have any form of insurance cover such as legal expenses insurance that will pay all or part of our fees.

3.5 We may request payment from you in advance to cover our anticipated fees, or a proportion of them, or anticipated disbursements.

4 FIXED FEES AND ESTIMATES

4.1 If we agree in writing to charge a fixed fee for a particular matter, it will be expressly described as a "fixed fee". Otherwise, fee and disbursement estimates are given only as a guide to anticipated fees and disbursements.

4.2 We will not be obliged to continue work if the fees or disbursements accrued on a matter reach an estimate previously given and a revised estimate cannot be agreed.

5 PAYMENT OF BILLS

5.1 It is important that you understand that you will be responsible for the payment of our bills. If a third party agrees to pay all or part of your costs, you will remain responsible to us for payment until these costs have been paid in full.

5.2 Unless we agree differently in writing, all interim bills rendered by us will be interim statute bills. (An interim statute bill is a self-contained bill which is final in nature but covers an interim period.) We may also deliver disbursement-only bills on an interim basis.

5.3 If we have rendered a final bill and we become liable for further disbursements incurred on your behalf, we will be entitled to render a further disbursement-only bill or bills to recover those amounts.

5.4 Unless we agree differently in writing our bills should be settled within 7 days of issue (except that if you are in default of payment on any bill, all other bills outstanding to you shall then be deemed to be immediately due and payable). If a bill remains unpaid, we may charge interest at 8% per annum from the due date until payment is made. Such interest will be charged on a daily basis. Time shall be of the essence in relation to payment of our bills.

5.5 We are also permitted to retain your files or any of your papers or property until all monies due from or payable by you to us (whether billed or unbilled) has been paid. This is known as "a lien".

5.6 If we take any security for our fees, whether from you or any third party, this shall not prejudice or affect any rights to retain your papers which we have or which we may become entitled.

5.7 It is important that you understand that you will be responsible for the payment of our bills. If a third party agrees to pay all or part of your costs, you will remain responsible to us for payment until these costs have been paid in full.

6 COSTS IN LITIGATION AND OTHER PROCEEDINGS

6.1 In court, arbitration or tribunal proceedings, you will remain liable to pay our fees and any disbursements whether or not any costs orders are made in your favour against an opponent in the proceedings. Even if you win the proceedings, your opponent may not be ordered to pay, or may not be capable of paying, costs in an amount equivalent to our total fees and disbursements. If your opponent obtains public funding (formerly known as "legal aid") you may not recover any of your costs even if you are successful.

6.2 Should you instruct us to seek to recover any costs that the court orders the other party to pay to you, you will be responsible for paying our charges and expenses in doing so.

6.3 Whatever the outcome of proceedings (and very commonly, if you are unsuccessful) you could be ordered to pay a proportion of your opponents' costs in addition to our fees and disbursements. In arbitration or tribunal proceedings you may have to bear some or all of the fees and expenses.

7 PAPERS AND DOCUMENTS

7.1 Copyright in any document created by us will be and remain vested in us and will not be transferred to you. We assert the right to be identified as the author of and to object to the misuse of any such document.

7.2 After the completion of each matter, unless you request the delivery up to you of your file of documents (where we are not entitled to exercise a lien to retain them), we will place your file in storage at our own cost for 6 years (or such other period as is necessary to comply with regulatory requirements), after which it may be destroyed. We will be entitled to recover from you fees for any time spent and disbursements incurred in extracting your file or providing copy documents for you.

8 CONFLICT OF INTEREST

8.1 If we accept your instructions to act on a matter but a conflict of interest arises, then we may be legally obliged to cease acting for you. We will inform you if that occurs.

9 CONFIDENTIALITY

9.1 If we are working on a matter in conjunction with your other advisers then unless you notify us otherwise, we may disclose and discuss your confidential information to and with those other advisers as appropriate.

9.2 In certain circumstances we may be legally obliged to disclose your confidential information to regulatory authorities, for example, HM Revenue and Customs. If such an obligation arises you may be required to provide additional information to enable us to comply with our legal obligations promptly.

9.3 Should you make a claim or complaint against us and we judge it necessary at our sole

discretion to seek advice from other professionals advisors and consultants (and or regulatory authority), then you hereby provide your express consent to such disclosure and waiver of privilege and confidentiality that may arise during the course of our instructions.

9.4 We will be entitled to allow external auditors to have access to your confidential information held by us, to the extent necessary to enable us to comply with regulatory requirements and our own quality standards.

10 COMMUNICATIONS

10.1 We may correspond with you (and with your other advisers) by email unless you notify us in writing that you do not wish us to do so. You acknowledge that email may not be secure. Email will be treated as written correspondence and we will be entitled to assume that the purported sender of an email is the actual sender.

11 MONEY LAUNDERING REGULATIONS

11.1 We have legal obligations which may require us to seek information from you from time to time to enable us to comply with our obligations under the Proceeds of Crime Act 2002 and the Money Laundering Regulations 2007 (together "Regulations"). We are obliged to report any reasonable suspicions about instructions received, transactions and activities to the regulatory authorities. A failure by you to provide information requested for those purposes may require us to take further steps, such as ceasing to act for you in the relevant matter or at all.

11.2 We may decline to accept cash payments exceeding £500 or to send monies on your behalf to an unknown third party. We reserve the right to enquire as to the source of funds and will not be liable for any Losses caused by any delay while we make appropriate enquiries. If we are required under the Regulations to refrain from communicating with clients and/or proceeding, we can accept no liability for the consequences of being prevented from doing so.

12 DATA PROTECTION

12.1 We will comply with applicable data protection laws and regulations in relation to any personal data which you provide to us; and we will assume that you have complied with your own similar obligations. We may process your personal data to enable us to provide you with legal and related services, for administrative purposes, and to comply with laws and regulations.

13 CONTRACT (RIGHTS OF THIRD PARTIES) ACT 1999

13.1 This agreement is made between you and us. No other party shall have any rights under the Contract (Rights of Third Parties) Act 1999 ("the Act") to enforce any term of this agreement.

13.2 The advice which we give is confidential and for your exclusive use and must not be passed on to, or relied upon by, any other person without our prior written consent.

14 INDIVIDUAL CLIENTS

14.1 We are obliged by law to inform you that if you are individual receiving services in a personal capacity and we have not met you, the Consumer Protection (Distance Selling) Regulations 2000 allow you to cancel your instructions within 14 days of the date of our engagement. This is without

prejudice to your rights to terminate our engagement at any time by written notice, described below.

15 COMPLAINTS

We want to give you the best possible service. However, if at any point you become unhappy with the service we have provided to you or you have concerns about your bill then you should inform us immediately so that we can do our best to resolve the problem for you.

We have a procedure in place which details which is available on request. It is also available on request. We have eight weeks to consider your complaint. If we are unable to help you, then you can have the complaint independently looked at by the Legal Ombudsman.

The Legal Ombudsman can investigate complaints up to six years from the date of the problem happening or within three years of when you found out about the problem. If you wish to refer your complaint to the Legal Ombudsman this must be done within six months of our final response to your complaint. If you would like more information about the Legal Ombudsman their contact details are as follows:

Visit www.legalombudsman.org.uk/cmcc

Call 0300 555 0333 between 8.30am to 5.30pm.

Calls to 03 numbers will cost no more than calls to national geographic numbers (starting 01 or 02) from both mobiles and landlines. Calls are recorded and may be used for training and monitoring purposes. For minicom call 0300 555 1777

Email: cmc@legalombudsman.org.uk

Post: Legal Ombudsman PO Box 6804, Wolverhampton, WV1 9WG

Do not send original documents to the Legal Ombudsman. They will scan any documents you send us to make computer copies and then destroy the originals

16 TERMINATION

16.1 You may bring our engagement to an end at any time by written notice to us.

16.2 We will not terminate our engagement with you except for good reason and after giving you reasonable notice where practicable. Good reason may include, but is not limited to: failure by you to follow advice, (which may include on settlement or prospects of success) where our bills are not settled in accordance with our terms; where you have failed to make requested payments on account of anticipated fees and disbursements; where it is not possible to agree a revised estimated fee, fixed fee or minimum amount with you; where the value of all outstanding bills to you exceeds a notified credit limit, or where there has been a material breakdown in trust and confidence between us.

16.3 If our engagement is terminated, you will be liable for all fees and disbursements (plus VAT and interest as applicable) incurred or committed up to the date of termination of the engagement, plus any fees and disbursements for work necessary in connection with the transfer of the matter to another adviser and/or removing ourselves from the court record, as applicable.

16.4 If the agreement is terminated after a recommended offer is received you will be liable to pay

fees, either for the time spent on your matter up to your termination or the 35 % of the recommended offer whichever is greater.

17 LIMITATION OF LIABILITY

17.1 The aggregate liability to you of Employment law 4u, and (without prejudice to clauses 1.3 hereof) any individual director, employee or consultant and any other person for whom Employment law 4u may be legally liable, of whatever nature (i.e. whether in contract, tort, under statute or otherwise) in respect of any claim, demand, loss, liability, damage, cost, charge, expense or interest ("Losses") arising from any act or omission in the performance of our services, in respect of each individual matter upon which we are instructed, shall not exceed £250,000 ("two hundred and fifty thousand pounds "). In specific circumstances it may be possible to increase our professional indemnity insurance cover beyond this threshold at extra cost.