

Pre Contract Information (also included on Website)

(I) REGISTRATION

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.

(II) THE MEANING OF "NO-WIN, NO-FEE"

i) It is a requirement under The UK Code of Non-broadcast Advertising and Direct & Promotional Marketing (CAP Code) to point out that the term “no-win, no-fee” requires qualification. Tribunals are empowered to award costs against unsuccessful applicants, but only if they judge that the conduct of the claimant or that of his representative has been “vexatious, abusive, disruptive or otherwise unreasonable” or if the bringing or conduct of the case was judged to have been “misconceived” (i.e. “having no reasonable prospect of success”). However, unlike the position in the County Court or High Court, losing a case, of itself, does not normally attract the making of a costs order.

ii) “Wasted Costs” orders may also be made against either party in a case if it has failed to follow tribunal directions and the resultant delay causes the other side to incur additional unnecessary expense.

iii) With competent professional representation, the risk of any form of cost order should be very low, but the possibility of such orders can never be discounted entirely, and if you were to be unfortunate enough to be ordered to pay costs, these would be your responsibility.

In addition, I reserve the right to charge for travel and accommodation costs if a case is taking place at a distant location or takes place over several days.

(III) COMPLAINTS PROCEDURE

Complaints can be made to myself. I am required, under the terms of my registration, to have in place a complaints handling procedure. A copy of this will is available on my

website for you to have the details of before you contract with me. It is also available on request.

(IV) ALTERNATIVES TO INSTRUCTING ME

You may well have alternatives to appointing me (or any other representative) to handle your case. Depending on your individual circumstances and the nature of your case, you may have a number of the following options open to you. (This list should not be taken to be exhaustive)

(i) You may wish to handle your case as a “litigant in person”. (There is no legal requirement to be professionally represented at employment tribunal hearings.)

(ii) Provided you meet its means-test, you may be entitled to some help from the Legal Services Commission (LSC) (formerly Legal Aid) with regard to the preparation of your case – although the LSC does not currently fund the cost of tribunal advocacy at the hearing. (A local solicitor specialising in employment law should be able to offer more advice with regard to the possibility of LSC assistance.)

(iii) You may want to instruct a solicitor specialising in employment law on a fee-paying basis for part or all of your case. (Some solicitors may also offer “no-win, no-fee” arrangements.)

(iv) You may be able to get assistance (ie case preparation and/or tribunal advocacy) free of charge from your local Citizen’s Advice Bureau (CAB) although not all CABs offer this service.

(v) If you are a member of a Trade Union, it may be willing to provide you with advice and/or representation, but your TU will want to seek a legal opinion before committing itself to assisting you.

(vi) If your case falls within one of the various categories of discrimination (i.e gender, race, disability etc), then the Equality and Human Rights Commission (EHRC) may be willing to advise or assist you with your case.

(vii) If your potential case involves unfair dismissal or issues surrounding “flexible working” you may be able to have it heard by an ACAS-appointed arbitrator. (This is a different process to ACAS conciliation, which is described in the “tribunal process” page.) This is less formal than a full ET hearing, but the right of appeal is very limited.

(viii) If you have a household insurance policy, this may potentially cover you for advice/representation in employment tribunal proceedings, although your insurance company’s legal advisors will need to be convinced that you have a strong case before your insurers will agree to support you.

If you are turned down by your insurers on the basis that there is insufficient merit to your claim, and if you then instruct someone else on a fee-paying or “no-win, no-fee” basis, and you subsequently win your case, it would certainly then be worth making a further claim to your insurers for the representation costs which you have incurred, on the basis that your insurers should have supported you initially – however, I cannot guarantee the success of such an application.

(V) CHARGES

I offer a choice of charging structures – ie "Hourly Rate" and "No win, no-fee".

In some instances, a "mixed" agreement, i.e. a reduced hourly rate of charge in return for a reduced percentage of the award may be appropriate.

Hourly Rate

You might want to consider an “hourly rate” rate arrangement, which may be more appropriate in the following kinds of circumstances:

-where a financial award may not be made or where it might be very small, or where the prospects of success of your case are poor but you nevertheless want to proceed on a point of principle;

-where you require assistance only with a particular part of your case (eg completion of the ET1 form, or the tribunal advocacy);

-where your potential award could be very large, an hourly rate might be more cost-effective.

-In addition, work on the preparation of written submissions to disciplinary and appeal hearings, or of grievance letters, will normally be charged at an hourly rate.

My current charging rate is subject to change but is £225.00 per hour plus all expenses (postage, photocopying, travel, accommodation etc.) You would receive invoices to be paid within 7 days.

I reserve the right to ask for a down-payment in advance.

A copy of hourly rate contract is available on request.

NO-WIN, NO-FEE

In contrast to the “one size fits all” charging arrangements typically offered by other practitioners, I aim to offer a “no-win, no-fee” charging structure which attempts to provide a coherent relationship between my commission percentage on the one hand,

and the amount of work involved in reaching a positive outcome, on the other. As a result you should find my rates to be very competitive.

'No Win No Fee' does not necessarily mean 'No Win No Cost' as other costs could be payable. Additionally, 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 a case is not pursued at clients (your) request. Please see my Terms of Business (a copy of which will be sent to you before you contract with me) along with these pre contract information (a copy of will be sent to you before you contract with me) for details.

There are currently over sixty types of employment dispute that can be brought before an employment tribunal. A complete list can be found on the Employment Tribunals website.

What you have to pay me.

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

The above percentage fee cover all my day-to-day running costs – nothing further would be added on to cover items such as postage. However, some agreements may be subject to you agreeing to meet travel and accommodation costs and disbursements (such as barristers fees).

The only other items which would not be included in the no-win, no-fee agreement are as follows:

- (i) any costs awarded by the tribunal against you,
- (ii) the costs of any expenses incurred by either you or me associated with the obtaining of evidence or the attendance of witnesses. (For example, in certain cases, you might need to pay towards the cost of a medical report, or you might need to make good the loss of earnings or expenses of a witness whose presence you required at a hearing in order to give evidence on your behalf.)
- (iii) In the event you wanted me to undertake a home-visit, there would be an additional charge for this which would be £0.45 per mile travelling plus £112.50 per travelling hour. In addition time at the location is chargeable at £225.00 per hour.
- (iv) At any stage during acting for you, it may also be necessary to instruct barristers for a specialist legal opinion and the cost of this will be advised to you in advance if required. The fee for this service will be an additional cost and may well be in the region of £1,500 - £2,000 + VAT per day (but only if required and this will not be done without your consent).

(v) On some occasions it may feel it is appropriate to attempt settlement via Mediation and you will be required to pay fees for this service. You will be advised in advance what this cost will be enabling you to decide if you wish to use this facility.

IMPORTANT

In the event that, against my advice, you refused a settlement offer from the other side and were insistent on proceeding to a full hearing, and the tribunal then proceeded to award you less than the settlement offer you had refused, the payment due to me would be based on the sum that you had refused rather than on the sum that the tribunal awarded. It would also be based on the post-tribunal percentage rather than on the pre-tribunal percentage. (For example, if you were offered a settlement of £10K which you refused but the tribunal eventually only awarded you £5K, my commission would be 35% of £10K rather than 35% of £5K)

It is my policy to try to achieve a settlement if possible, provided this is in your interests.

I must also make it clear that I do reserve the right to withdraw from our “no-win, no-fee” contract if during the course of the case; it becomes apparent that your claim is after all unlikely to succeed or you refuse my advice.

Sometimes, during the course of a case, it does become clear that, in spite of an initially positive assessment, the claim is in fact unlikely to succeed. This changed assessment can happen early on, when the employer’s response (ET3) is received, or indeed, late on, when exchange of witness statements takes place.

Withdrawal from the case is not a step that I would take lightly, and I would only do so following a full discussion with you. In these circumstances, I would not make any charge for any of the work which I had done up to that point.

(VI) CANCELLATION

You are entitled to cancel the contract during a 14 day ‘cooling off’ period after signing any agreement, during which period you may cancel the agreement and be entitled to a refund of any payments made to the business.

In the event that you decided to cancel the contract prior to the resolution of the case, I would be entitled to receive payment from you at the rate of £225.00 per hour, plus expenses, for all work done on your case up to that point. If the agreement is terminated by you 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.

VAT

I am not currently registered for VAT so this is currently not payable. However, in the

event that I do become registered for VAT during the conduct of your case, VAT would have to be added to the above hourly rates or percentages.