

[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 Appendix, sets out the key terms and conditions under which we will represent and advise you (the terms and conditions, the terms). 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.

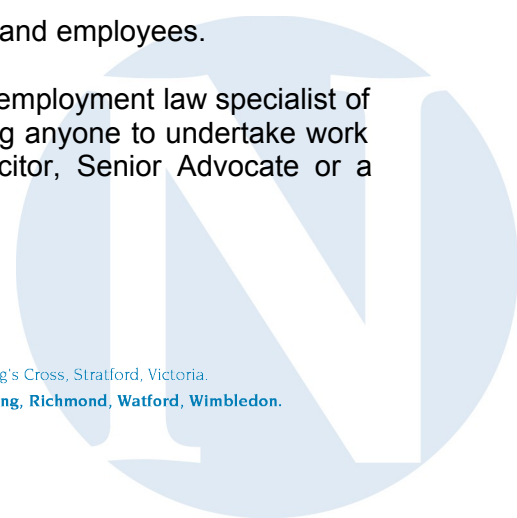
Your attention is drawn particularly to paragraphs 9 - 14 of this letter and paragraphs 25 - 49 of the Standard Terms and Conditions. Your signature marks your express agreement to these terms, the Standard Terms and Conditions and the Appendix and that you understand the terms and have been advised on the terms appropriately.

**Nationwide Employment Lawyers (NEL Ltd)**

1. Nationwide Employment Lawyers (NEL Ltd) is a trading name of Merlin Employment Services, which is owned by Mr Howell John. NEL Ltd is not a firm of solicitors - instead we offer an exceptional level of service using specialist employment law Solicitors, Barristers and a Senior Advocate.
2. We are specialist employment lawyers and represent employers and employees.
3. We will work with you to ensure that you are represented by the employment law specialist of your choice and your agreement will be sought before instructing anyone to undertake work on your behalf. Your chosen specialist will be either a Solicitor, Senior Advocate or a

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Chartered Legal Executive. All are experienced and specialised in employment law. Some of the work may be delegated to a Paralegal, with your agreement, to keep costs down.

4. More details about our service are on our website: [www.natemplaw.co.uk](http://www.natemplaw.co.uk).

### **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/Ms] **[insert name of fee earner]**, who is a **[Senior Advocate/Solicitor/Chartered Legal Executive]**. [Mr/Ms] **[Insert surname]** can be contacted by email on **[insert initials]@natemplaw.co.uk** and by telephone on **[insert direct dial telephone number]**.
7. The nature of the work which we undertake inevitably involves attending Employment Tribunal and Court, often on an urgent basis. There are, therefore, times when one of our other fee earners may work on your file.
8. If you telephone [Mr/Ms] **[Insert surname]** and [he/she] is not immediately available, ([he/she] may be at Employment Tribunal or Court, on the telephone, in a meeting or on leave) please speak with client support on the general phone number (020 8263 6080) who will be happy to assist you.

### **Confirmation of Instructions**

9. 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]**.
10. 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 paragraph 11 below for hourly rate). If a more senior or more junior specialist or paralegal acts for you then you will be charged at appropriate hourly rate for this.
11. Mr/Mrs/Ms/Miss [Surname]'s hourly rate will be £[rate] plus VAT for any work on your case beyond the initial Risk Assessment unless otherwise agreed and confirmed in writing. [Mr/Mrs/Ms/Miss [Surname]'s hourly rate will be £[rate] plus VAT for any work on your case beyond the initial Risk Assessment unless otherwise agreed and confirmed in writing.]
12. In the event that the case proceeds beyond **[insert work eg the initial Risk Assessment] [the initial piece of work]**, the work which NEL (NEL Ltd) 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) drafting any necessary documentation including a letter to your employer, a grievance or an application to an Employment Tribunal (known as "ET1");

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- (c) advising on tactics, strategy and the collation of evidence to increase prospects of success;
  - (d) representation at any internal hearing such as a grievance or disciplinary 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.
13. By asking us for advice in relation to any matter not related to **[insert work eg a Risk Assessment][the initial piece of work]** you agree to the charges and hourly rates set out above and in our Standard Terms and Conditions below for the work undertaken.
14. Your signature below is confirmation that you have read and accepted the terms set out in this letter along with our Standard Term and Conditions and the Appendix with the Additional Terms set out below.

We look forward to working with you.

Yours sincerely

**Nationwide Employment Lawyers (NEL Ltd)**  
**(This letter has been sent electronically and therefore bears no signature)**

Enc

Client's Signature:

**[INSERT NAME OF CLIENT]**

Dated:

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## 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, Howell John, Nationwide Employment Lawyers (NEL Ltd), The Lansdowne Building, 2 Lansdowne Road, Croydon, CR9 2ER. The email address is [hj@natemplaw.co.uk](mailto:hj@natemplaw.co.uk).
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.

### Risk Assessment

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. We will do so based upon any pleadings (namely the claim form "ET1" and the Respondent's response "ET3"), 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

9. On instructing us you must make sure that we have all relevant papers including any and all Employment Tribunal or Court documents so that we can carefully record vital dates:
10. Employees - Tribunal claims must usually be lodged within 3 months of the incident complained of (eg: dismissal or discrimination). The deadlines are very strict.
11. If you have missed the deadline for the submission of your claim you must inform us immediately. 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

12. 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.
13. 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.
14. 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

15. If, following the completion of a Risk Assessment you wish to proceed with litigation, then you agree to place three hours fees into the NEL (NEL Ltd) client account to be used as a starting point for future work and fees due. All further work is chargeable as above and subject to these Terms and Conditions, which operate at all times.
16. If at any point you wish to instruct others within our firm, for example if you feel a more senior lawyer is appropriate, then their hourly rate will be chargeable for any work undertaken on your behalf. We also reserve the right to refer your work to a more senior lawyer, but will do so in consultation with you and will seek your agreement

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prior to any fees being incurred by the more senior lawyer.

### **Charges, funding & risk/benefit assessment**

17. **General fees** - It is difficult to accurately predict the costs of a case at the outset; most are 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. 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, or a trade union (if you are a member and you were a member at the time when you suffered the act about which you complain).
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 charge if we assist you with the Early Conciliation process and this will depend on how much time is spent assisting you at our hourly rate.
20. Always bear in mind that it is your responsibility to ensure that you comply with all Employment Tribunal deadlines. There is no excuse if you miss a deadline because you were looking for representation.
21. By instructing us, you must make a value judgement: parties can represent themselves or there may be other providers who charge different rates for example.
22. **Fixed fees** - in limited cases we will work on a fixed fee. This means that we will undertake to complete all work on an agreed fixed rate. For example, we may agree to prepare and represent you in a case for fixed fee. This means that even if we have to undertake more work than expected the total bill will not exceed the maximum set out in the fixed fee agreement. This is dependent on you supplying us with all relevant information and evidence.
23. **Your duty to mitigate your losses** - 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.
24. **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.
25. **Hourly rates (where no fixed fee applies)** - The hourly rate for a Senior Lawyer/Advocate is £250 - £360 plus VAT. The hourly rate for a Lawyer and Advocate is £175 plus VAT. The hourly rate for a Chartered Legal Executive is £175 plus VAT. The hourly rate for a Paralegal is £100 plus VAT. **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 work such as: incoming emails and correspondence sent to us, work that has been undertaken prior to agreement by the insurer, our full hourly rate, all of the hours that we need to undertake tasks (insurance companies may well give an unrealistic estimate of the number of hours to complete a task to save themselves money eg they may only agree to fund 3 hours of preparation for a witness statement when the actual time taken is 5 hours resulting in a shortfall in fees for which you may be liable), photocopying or internal correspondence and any time spent corresponding or dealing with the insurer on your behalf. 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 £60,000 and the limit of your policy is £50,000 you will be personally liable for £10,000 in fees.
26. **How are fees calculated?** - Unless agreed otherwise, our fees are based on a time basis in six minute increments. Preparation, attendance and advocacy are charged at the normal hourly rate.

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All cases must be conducted to professional standards, regardless of the monetary value of the claim.

27. Waiting, travelling and preparation time is also chargeable unless otherwise agreed.
28. 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). VAT is payable on these charges.
29. **You will be liable for any fees charged by the Tribunal for the issue of any claim and any hearing fee.** In the Employment Tribunal Level 1 claims are currently £160 for the issue fee and £230 for a hearing fee. Level 2 claims are currently £250 for the issue fee and £950 for a hearing fee. In the Employment Appeal Tribunal an appeal issue fee is currently £400 and a hearing fee is £1,200. Such fees will become due for payment by you at the time required by the Tribunal, ie at the point the claim or appeal is issued and when the hearing fee becomes due, except in circumstances where you are entitled to fee remission, in which case you agree to provide such information as is required in order to apply for the remission of any fees otherwise due.
30. **Managing legal costs** - You can help manage your legal costs by for example assisting us with certain aspects of preparation, for example by:
  - 30.1 providing ALL relevant information at the outset in a logical and clear way;
  - 30.2 providing request information or documentation in one email
  - 30.3 checking draft documents;
  - 30.4 providing summaries of what witnesses may say;
  - 30.5 sorting evidence into order;
  - 30.6 if there is a group of claimants - appointing one appointing one representative to manage communication with us;
  - 30.7 contacting us to discuss a group of issues at one time rather on an item basis.
31. 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.

### **Future fees**

32. We will normally request payments on account for our fees and disbursements. This will be an amount, which we determine to be reasonable. It is a fundamental condition of this retainer, that you ensure that you are in a position to promptly provide any requested payment on account no later than 7 days from the request, or on demand, when this relates to imminent court or Tribunal work or our incurring a disbursement, such as an expert or counsel's fees. The final bill may well be greater than the amount requested on account and we will terminate the retainer if you do not comply with this request.
33. For any further advice we will require a payment based on the hourly rate set out above plus VAT.
34. We require payment of all bills and fees in advance. Please ensure that you are in a position to pay all fees in advance. Please note that we will be unable to represent you or undertake work on your behalf unless all fees are received by us on or before the date they become due for payment. To be clear we will be unable to represent you at Employment Tribunal or complete paperwork (including any application to the Employment Tribunal) unless these fees are received by the date they become due.
35. We will inform you of the date that fees 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 before a piece of work is due to be completed, at the very latest. All fees must be received at least seven days prior to the date of your Employment Tribunal in any event and at the very latest. This allows us to keep our costs to a minimum.

### **Payment in arrears - billing and updates**

36. We only work on payment arrears if we expressly agree this in writing.
37. 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 your retainer with us ceasing to act for you and the commencement of enforcement proceedings for which legal costs and fees will be incurred.
38. There will be a summary of work with the bill and queries in relation to work undertaken for that bill should be raised within 7 days of its receipt.
39. Whilst we provide a generic fee estimate below, the monthly billing guide should give you indications of ongoing liability, for example, in more difficult cases.

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## **Fees estimate**

40. In terms of an estimate of the likely overall costs, it is not possible to be precise at an early stage because we do not know how the other party will respond. 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 for a one day hearing can often be in the range of £7,000 - £15,000 plus VAT, depending on the case. These costs are not normally recoverable from your opponent.
41. Costs in the High Court are normally higher than in the Employment Tribunal and we will advise you of the likely exposure as we go along but you will need to take extra care to budget in this forum to meet your financial obligations. In addition, you need to bear in mind that if you lose in the High Court you will normally be ordered to pay your opponent's legal costs.
42. 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 lawyers;
  - Animosity between the parties;
  - Delays at the Tribunal;
  - The need for expert reports.

## **Legal costs and settlement**

### **43. Re-engagement/re-instatement**

In the event that you are re-engaged/reinstated to a new job with your employer (or if you have been dismissed, your former employer) the parties agree that fees due will be whichever is the greater of:

- (a) 29% plus VAT of all sums due to you (whether due because of a settlement, award

of compensation by the Tribunal or any other reason); or

- (b) the lawyer's hourly rate for all work undertaken on your case, as set out above;
- (c) so for example if your compensation following reinstatement or reengagement is £10,500 the fees due would be £10,500 plus VAT, ie £12,600 or the fees based on the lawyer's hourly rate if that is greater.

### **44. Ill health retirement or receipt of any other payment or benefit**

In the event that you receive early ill-health retirement and/or any other benefit following our involvement in your case the parties are agree that fees due will be whichever is the greater of:

- (a) 29% plus VAT of all sums recovered on your behalf (whether due because of a settlement, award of compensation by the Tribunal or any other reason); or
- (b) the lawyer's hourly rate for all work undertaken on your case, as set out above.
- (c) so for example if your total benefits package is £10,500 the fees due would be £10,500 plus VAT, ie £12,600 or the fees based on the lawyer's hourly rate if that is greater

## **Recovery of monies on your behalf**

45. Where we recover compensation or a monetary settlement for you, this will be paid direct to our Client Account and we will deduct our outstanding fees or other monies due, accounting to you in the normal way. This will not affect your right to have your invoice assessed by a court (see below). Your signing of this agreement confirms that you agree for any monies received by way of compensation or settlement to be paid directly to our Client Account in the first instance.

## **Risk of paying opponents costs**

46. 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 NEL (NEL Ltd). We do not offer such insurance but further information can be sought at: [http://www.which.co.uk/money/insurance/guides/le\\_gal-expenses-insurance/](http://www.which.co.uk/money/insurance/guides/le_gal-expenses-insurance/)

## **Liability for fees and third party indemnities**

47. 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

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should provide a copy of this letter to any party who might assist with your bill.

### Your objective or strategic issues

48. 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.

### Rejection of advice and/or breach of settlement agreement

49. In the event that you:
- (a) reject our advice and/or refuse to follow our advice in particular on the issues of litigation tactics, evidence, substantive issues or settlement sum; and/or
  - (b) breach any of the terms of a settlement agreement;

NEL (NEL Ltd) will have the option of electing to charge all fees based on the hourly rate set out above or 29% plus VAT of all sums recovered on your behalf (whether due because of a settlement, award of compensation by the Tribunal or any other reason) whichever is the greater.

50. **Costs orders** - On some occasions, even the Tribunals can order costs, for example, where a party brings a claim with no reasonable prospect of succeeding. Sometimes, the Court and Tribunal can look at 'without prejudice save as to costs' letters and consider whether a party has acted unreasonably in refusing offers to settle.
51. **Settlements** - There are many reasons why settlements can leave the parties in a better position generally. Litigation should be avoided where reasonable offers are available and we cannot guarantee that a Court or Tribunal will exercise its judgement in a particular client's favour. Advantages include:
- 51.1 **Financial** - settlements can be paid in a tax efficient way. In addition, if you are an employee, settlement avoids the recoupment of benefits received, which an Employment Tribunal would always seek to recover;
  - 51.2 **Opportunity cost** - litigation is a major distraction. Time and money spent on litigation could be wisely invested in other projects;
  - 51.3 **Reputation** - being involved in a Tribunal can have less obvious 'costs'. An employer may find that being cross-examined in front

of junior staff is undermining. Employees may find that it puts off future employers.

52. **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

53. 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.
54. If your case was brought in the Civil Courts then a different system applies. You can apply to have your bill assessed.

In either case you must make your request promptly and if all or part of the bill remains unpaid interest will be charged at 8%.

### Our Approach

55. 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

56. 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 the lawyer conducting your case. You should set out your concerns in writing.
57. 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

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

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### **Entire Agreement**

59. 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 NEL (NEL Ltd) other than the terms and conditions set forth in this agreement.

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

61. 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.

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## APPENDIX Additional Terms

### **Your choice of lawyer**

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

### **Referral Fees**

Where your case is referred to us by a third party a referral fee may be payable by us, to the third party. This may be 10% - 15% of fees excluding VAT or some other arrangement. You will not be charged for any referral fee.

### **Other duties & Termination of Retainer**

We have a duty to you, the Claims Management Regulator, Employment Tribunal and Court. Where these obligations are unnecessarily compromised, we will normally terminate the retainer 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 the retainer and our ceasing to act for you.

### **Barristers**

Where a barrister is instructed, their payment is normally based on a 'brief fee' and a daily 'refresher' fee. The brief fee will cover preparation for the hearing and the first day of the hearing and the refresher fee will cover each day of work (or part of a day) thereafter. The brief fee becomes payable at the time the barrister is formally instructed in writing. At that point the barrister is obliged to represent you and the brief fee will have to be paid even if the case does not go ahead.

### **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 retainer 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.

### **Third Party Liability**

From time to time, we may instruct third parties in the pursuance of your objective. We are not liable for any act or omission of any third party.

### **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 lawyer. 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 **18:00 hrs**.

### **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 will retain these files for seven years in our archives.

### **Third Party**

Your case may have been referred to us via a third party - to whom we pay a fee. This does not have make any difference to the way in which you are treated. It simply means we have paid a referral fee to a third party.

Offices or meeting facilities at the following locations:

**London:** Berkeley Square, Canary Wharf, Clapham, Hammersmith, Holborn, Islington, Liverpool Street, London Bridge, King's Cross, Stratford, Victoria.  
**Birmingham, Brighton, Bristol, Cardiff, Croydon, Guildford, Hampstead, Kingston, Manchester, Milton Keynes, Reading, Richmond, Watford, Wimbledon.**