

P.R. EMPLOYMENT LAW SPECIALISTS GENERAL TERMS OF BUSINESS FOR
HOURLY RATE CONTRACTS

1. This entire document sets out the general terms which apply to the service we undertake for you. Specific terms have been set out in a separate letter to you. The terms in both these documents constitute our terms of business. The purpose of setting out terms in writing is to help you understand your rights and obligations, however, should you require further clarification, please do not hesitate to enquire. P.R. Employment Law Specialists is a claims management company authorised and regulated by the Financial Conduct Authority in respect of employment law matters.

Payment of Fees

2. If there is an element of our fees that you dispute, the remainder of the fees shall be payable within the time stated under the terms of this contract, and only the element in dispute shall be held up from payment (where relevant).
3. Where relevant, should it be necessary to pursue you for fees due beyond the point of sending you a 'final reminder' invoice, the hourly rate under the terms of our contract will be payable for any reasonable time spent doing so. This includes sending a notice of legal proceedings and all time spent pursuing the matter through the County Court and subsequently enforcing any judgement. It is necessary to include this provision as it is only fee earners in this firm who can deal with such matters and, therefore, any time spent on such matters directly affects the profit of this firm. Furthermore, we not generally use outside agencies to undertake this kind of work, principally because this firm is too small for this to be viable. In the event that we do use outside agencies, we reserve the right to charge you the cost incurred by this firm of doing so instead. We shall not pursue any element of our fees which are the subject of an active formal complaint by you.

Disbursements and Costs incurred on your Behalf

4. Generally you will not be charged for every day minor costs incurred in handling your matter, such as costs of photocopying, postage etc. We do, however, charge for any more unusual or larger costs and disbursements (payments we make to third parties on your behalf) that it becomes necessary to incur, for example, any long calls abroad, courier fees, and, of course, fees for any medical reports, expert witnesses and barristers. You will, however, be forewarned of any such costs incurred wherever possible. Such costs, which are not seen as disbursements by HM Revenue and Customs, will be subject to VAT. All such charges will be shown separately on your invoice.

Limitation of Liability

5. Liability for negligence or otherwise by this firm in relation to the service we undertake, including the care of documents and other evidence and any award of costs against you, is limited to £2 million.
6. If it is not part of our agreement that we actually conduct an Employment Tribunal case on your behalf, we will not be responsible for the conduct of any Employment Tribunal claim you make, nor liable for any consequences which result from the decision to make a claim in the Employment Tribunal or the way any claim is conducted, including any award of costs against you. This shall be the case even if we have agreed to provide guidance and assistance in an Employment Tribunal claim.

7. For the avoidance of doubt, as the legal entity of this firm is a sole trader, the proprietor of this firm, Peter Radelat, is the only legal entity that you would have recourse against in respect of services provided by this firm.

Termination of Contract and Right to Cancel

You have a right to cancel your agreement within this firm 14 days of entering into it and have all payments you have made returned to you.

8. You may still terminate this contract at any time. Obviously, should you do so, fees for all the time we have reasonably spent undertaking work on your behalf up until that point will be payable.
9. We reserve the right to discontinue our service immediately should we consider that continuing to provide our service may result in any of the following:
 - Any of this firm's lawyers being involved in a situation where they have or could have a conflict of interests (and the situation cannot be resolved by another one of this firm's lawyers undertaking the work instead);
 - a detrimental impact on the reputation of any of this firm's lawyers or the reputation of this firm itself;
 - any Employment Tribunal costs order being made against any of this firm's lawyers;
 - us undertaking work that we will not receive payment for;
 - it not being viable, for any other reason, for us to continue our service.

Should we exercise our right to discontinue our service, this firm will be entitled to payment of fees for time spent on your case up until that point at the agreed hourly rate.

English Law

10. We advise on the laws of England.

Data Protection

13. In the course of our work, you may provide us with personal data. Any such personal data will be received on the understanding that you have complied with any applicable data protection law and regulation, and that the receipt from you of any personal data and any subsequent processing undertaken by us at your request will comply with such law and regulation.

Storage

14. At the end of your matter we will store the original papers or electronic copies of all correspondence and documents for a period of six years unless stated otherwise. At the end of this period the file and copies are destroyed.

Other Advisors

15. Where we are asked to recommend the services of another advisor or service provider, we will do so in good faith, but without liability and without warranting the ability or standing of

that person or firm. We will not be responsible for monitoring or reviewing their work or for the quality of that work.

Enforcement

- 11. In the event that any of these terms and conditions is held to be invalid, the remainder of the terms and conditions will remain in full force and effect.

Governing Law and Submission to Jurisdiction

- 12. This agreement shall be governed by, and construed in accordance with, English law. The Courts of England shall have exclusive jurisdiction in relation to any claim, dispute or difference concerning this agreement and any matter arising therefrom.

Definitions

- 13. The meaning of the term 'employer' within this document includes a prospective or former employer, if you are not currently employed by the organisation that we are providing our service in respect of.

I understand and agree to all the above terms and conditions and wish you to proceed on this basis.

Signature:

Print Name:

Date:

Agreeing Our Terms by E-mail

If we have told you that you can agree to these terms and the terms in our client care letter by e-mail, and you are unable to scan in your own signature, then please follow the instructions at the bottom of our client care letter.