

Dear ...,

**RE: Your instructions and our agreement
Your employment claim**

Thank you for instructing KL Law Ltd. on your behalf in relation to your employment matter.

The scope of our work (if necessary) under this agreement is as follows:

a)

b)

We may be required to perform all or some activities enumerated above under the below fixed fee. You have not instructed us to carry out any further work under this agreement.

Our Fees

We have agreed a fixed fee for this service in the sum of ... / or have agreed an hourly rate of

We will notify you in writing of any disbursements as the matter progresses and discuss costs of each one of them.

You are entitled to resign from our services within 14 days of entering into this agreement without incurring any costs (“cooling off period”). You are entitled at any time subsequent to the cooling off period to withdraw from this agreement. You would be entitled to a refund less any reasonable charges reflecting work undertaken over your file. Our hourly rates are deemed to be reasonable charges.

You can make any payment using the below bank account:

Bank:

Persons liable for work over your file

I am a principal of this firm, and I am responsible for the day-to day conduct of your file. At a hearing you would be represented by myself or if I am unavailable, by a counsel provided by our firm (currently Ms Ismet Rawat or Mr Forz Khan, or Mr Andrew Berk, solicitor).

Another individual working for this firm might be delegated to carry out some preparatory part of work over your file, such as gathering evidence, research, and drafting correspondence. Any such work would be supervised by myself and would be carried out under my direction. These individuals are Ms Magdalena Łappa, employment lawyer, and a co-director within our firm, and Ms Zarah Morwood, a non-practising solicitor.

Alternative representation

Please note that I am legally qualified (MA in Law, Grad Dip in Law, and studying for PhD in

Law), and experienced in representing claimants and respondents before tribunals, but I am not a solicitor.

I have a duty to advise you that you can seek alternative representation from a qualified solicitor or barrister, which I have done at our initial conference.

It is also my duty to advise you that you are able to pursue this claim without any representation.

However you confirmed that you could not find alternative representation, but decided to chose to instruct this firm.

Alternative mechanisms for pursuing claim

At our conference on ... we discussed whether you are entitled to any alternative ways of pursuing your claim, e.g. legal expense insurance, and the position is that you do not have any alternative mechanisms for pursuing this claim. You also confirmed you are not interested in approaching a CAB, and that your TU were not of any assistance.

Complaints

I am a nominated complaints handler within this firm. If for any reason you are dissatisfied with our services, you have to notify me in writing. I shall deal with your complaint in accordance with our complaints procedure.

We have a procedure in place which is complaint/reflects the default complaints scheme introduced by the regulator. which details how we handle complaints and this will be immediately sent to you. **If you would like to see a copy of our complaints procedure at any other time, please let me know and I will arrange for a copy of our complaints procedure to be sent to you.**

Alternatively, our complaints procedure can be found at any time, and downloaded at:

http://www.prawopracy-londyn.co.uk/Complaints_procedure.pdf

Tribunal's Procedure

1. Submission of claim
2. Response to claim within 28 days
3. Case Management Orders (parties to prepare bundle, witness statements)
4. Any preliminary hearings possible
5. Substantive hearing
6. (separate remedy hearing, if question of remedy not resolved at the main hearing)

Our responsibilities

We agreed that KL Law Ltd. will be responsible for what we set out in paragraph 1 above.

We are not instructed to lodge any appeal on your behalf.

Your responsibilities

We agreed that you would be responsible for the following.

1. Giving us clear and reasonable instructions
2. Attending conferences as scheduled
3. Staying in touch so we can contact you about the case
4. Not to act vexatiously or otherwise unreasonably which could lead to imposition of costs against you or this firm by the tribunal
5. Attending any hearing as required by the tribunal.

If as a result of your failure to adhere to the above responsibilities the tribunal makes an order for costs e.g. wasted costs order, you shall be liable for its full extent.

If we are of a view that you fail to adhere to the above rules which can lead to us being unable to act properly on your behalf, we reserve our rights to withdraw from representing you, and you would be liable to pay our reasonable charges incurred up to date, and reflecting the work done over your file. Our hourly rates shall be deemed to be reasonable charges, although such reasonable charges cannot exceed our agreed basic or additional fees.

6. You must follow our advice in relation to any offer of settlement given to you. If we believe that any offer being made to you is unreasonable, we have the obligation to tell you so.
7. Please note that if a reasonable offer of settlement is made to you and you fail to beat it at hearing, you might be liable to the other party's costs, post-dating making of such offer.

Relationship with third parties

Occasionally, our files may need to be examined by our insurers, external auditors (for quality purposes) or external advisers (who assist the firm in maintaining quality and risk). In particular, our files may need to be assessed for quality purposes by the Claims Management Regulator (Ministry of Justice) who are our regulators. They are required to maintain confidentiality in relation to your files. Your file may be one of a sample which is to be assessed.

Timescales

How long a case takes depends on the amount of work involved. A case can often end up taking quite a different shape from that envisaged at the time when it starts and legal advisers are instructed. Accordingly, it can be difficult at this early stage to give you an accurate prediction of the time it will take to conclude.

At this stage, if the matter proceeds in the usual manner and without undue difficulty, I would expect the matter to be completed within some 7-8 months.

Advice

Timelimits

Your claim must be lodged at tribunal within ... or as soon as possible.

Regulator

Please note that the business is regulated by the Claims Management Regulator in respect of regulated claims management activities and the authorisation number of the business is: 31854.

Conclusion

I trust that the terms of this letter meet with your approval. If you are concerned that any of the above information is not correct please contact me as soon as possible.

As confirmation that you would like our firm to proceed on this basis, I should be grateful if you would sign the enclosed extra copy of this letter and return it to me within seven days, otherwise we will assume that you are happy with our terms. You should be aware that the receipt by you of advice from our firm will be deemed to be on the basis of our standard terms and conditions and the terms of this letter.

If you do not understand any part of this letter, please notify me of this fact as soon as ever possible.

Yours sincerely,

.....

..... Director/Legal Services Consultant]

I agree to the terms of this letter [Client] Dated

KL Law Ltd.' OUR HOURLY RATES:

We calculate our costs on the basis of an hourly rate in the sum of £200 plus VAT per hour.

The same amount shall be deemed to be reasonable fees, as per clause “Our fees” above.