

Conditional Fee Agreement

This agreement is entered into on the understanding that you have instructed me to prepare a Claim to the Employment Tribunal for Compensation arising from your employment.

This agreement is a legally binding contract between you and Ian Randall Attorney & Counsellor at Law (NY)

Agreement date

We, the Adviser

Ian Randall

6 Windsor Road

Normoss

Blackpool

FY3 7SQ

You, the Client

DEFINITIONS

In this agreement, unless the context otherwise requires, the following words and expressions have the following meanings:

- Adviser:** Ian Randall Attorney & counsellor at Law (NY)
- Disbursements:** the cost of instructing any third parties in relation to the claim, such as consultants, barristers and experts, any fees payable to the court or employment tribunal, and our disbursements as set out in this agreement, or any other correspondence incurred in connection with the pursuit of your claims.
- lose:** no settlement is reached between you and your opponent and the court or tribunal decides against you in respect of all of your claims.
- Respondent:** [INSERT NAME/S OF RESPONDENT] of whom are (maybe referred to as Defendant dependant on jurisdiction the claim is issued in) the individual/s, company or companies, you hereby instruct the adviser to pursue a claim against. Any reference to Defendant in this agreement should be read as meaning the same as Respondent.

win: either the tribunal decides in your favour in respect of one or more of your claims or you accept an offer of settlement made by Respondent/s or its receivers, trustees in bankruptcy or administrators, or under a voluntary agreement. As part of a decision in your favour, or the terms of settlement, you may receive non-cash benefits (for example, you may get your job back) as well as financial compensation. We agree that any non-cash benefits will be assessed for the purposes of calculating your payment to us on the following basis of our hourly rate.

your claims: the claims set out in *paragraph 2*

Data Protection

Legislation: the UK Data Protection Legislation and any other European Union legislation relating to personal data and all other legislation and regulatory requirements in force from time to time which apply to a party relating to the use of personal data (including, without limitation, the privacy of electronic communications); and the guidance and codes of practice issued by the relevant data protection or supervisory authority and applicable to a party.

UK Data

Protection Legislation: all applicable data protection and privacy legislation in force from time to time in the UK including the General Data Protection Regulation ((EU) 2016/679); the Data Protection Act 2018; the Privacy and Electronic Communications Directive 2002/58/EC (as updated by Directive 2009/136/EC) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended

1. Information Provided To The Claimant In Advance

- 1.1 Where applicable, you have been advised about the following:
- (a) the dispute resolution service provided by the Advisory, Conciliation and Arbitration Service (ACAS) in relation to both potential and actual claims.
 - (b) possible alternative means of financing the claims you wish to pursue (including the legal expenses insurance) and of the possibility of assistance from pro bono organisations or trade union representation.

- (c) your responsibility for payment of expenses if you decide to enter into this agreement, including the amount (including VAT) of expenses we estimate you will incur and the time at which those expenses will become payable; and
 - (d) the circumstances in which you may seek a review of the costs and expenses and the procedure for doing so.
- 1.2 We confirmed that we would provide any further explanation, advice or information about any of these matters that you require.

2. What Is Covered By This Agreement?

- 2.1 This agreement covers the claim raised in the employment tribunal against your employer or former employer,
- 2.2 This work related to the claim consists of all the necessary works in (i) preparing and issuing the ET 1 (ii) reading and commenting on the ET 3 and raising questions (iii) case management work (but not the attendance at necessary hearings) (iv) witness statement preparation (v) preparation works to represent you at preliminary hearings; final hearings and remedy hearings.

3. What Is Not Covered By This Agreement

- 3.1 Any counterclaim against you.
- 3.2 Any appeal that either you or the Respondent/Defendant may make including, but not limited to any appeal to the Employment Appeal Tribunal, county court, high court, court of appeal and any other court or tribunal which may have jurisdiction to hear an appeal
- 3.3 Any representation at hearings, (which include but are not limited to Preliminary hearings; final hearings and remedies hearings)

4. Paying Me

- 4.1 If you win the claim at an ET or a settlement is reached, and you are awarded or agree a level of compensation you pay me 35% of any compensation obtained.
- 4.2 You agree that any monies to be paid are to be paid to me directly and I undertake to then make the payment to you less the 35% payment due under 4.1.
- 4.3 You have agreed to pay £ [REDACTED] on account, in the event that an award is made to you the £ [REDACTED] will be deducted from the monies due under this agreement. However, in the event that your claim is unsuccessful, and no award is

made you agree that the £ [REDACTED] is non-refundable and will count a payment for works done.

5. Compensation

5.1 Compensation means any money recovered from the employer as either a settlement to end the ET claim or as an award determined by the Employment Tribunal following a hearing.

6. My Responsibilities

6.1 I must always act in your best interests in pursuing your claim for compensation from and obtaining for you the best possible results, subject to my duty to the Court, Tribunal and the New York State Supreme Court; I must explain to you the risks and benefits of taking legal action and making a claim;

6.2 I must give you my best advice about the preparation of the appeal, the information required to progress the appeal, how to prepare for the hearing and how to present your evidence at the hearing.

7. Your Responsibilities

7.1 You must give me clear instructions which allow me to do the work properly; You must not ask me to work in an improper or unreasonable way.

7.2 You must not deliberately mislead me; you must co-operate with me when asked.

7.3 You must provide available documents and answer any questions raised. If an appeal is lodged, you must go to the tribunal hearing when asked.

7.4 You or a Third Party acting on your behalf must pay for disbursements as the case goes on.

8. What happens if you win?

8.1 If you win (which means that you are awarded compensation or if an appeal is decided in your favour by a tribunal) you pay me 35% of any compensation.

8.2 You take the rest.

8.3 The costs of any disbursements are payable solely by you or any third party acting on your behalf as additions to the percentage of compensation.

9. Representation At Hearings

- 91 You agree that I can undertake the representation at a hearing or I can instruct a third party representative; or a barrister or an advocate or any third party to represent you at any tribunal hearing including, without limitation, any preliminary hearing, any merits hearing, any final substantive hearing and at any remedies hearing.
- 92 I will not instruct anyone without your express consent first and will always advise you of the proposed fees in advance before I request your consent. You agree not to unreasonably withhold your consent in respect of this clause 9.1 and if you do so this would be considered a potential breach of our agreement which will give rise to me being able to terminate the agreement".
- 93 You agree to be responsible for payment of the third party's fees (as explained in *paragraph 9.1 above*). I will ask you to provide a payment in advance to cover these fees before any hearing at which they are instructed to represent you.
- 94 You agree not to represent yourself or instruct anyone else to represent you at any tribunal hearing unless we agree in advance.

10. What happens if the Respondent Does not Pay?

- 10.1 If a settlement or judgment remains unpaid, we will provide you with your options to seek to enforce the decision, you agree to pay the necessary disbursements, and/or third-party costs incurred in enforcing the settlement or judgment.
- 10.2 We will agree with you any costs, and the way forward before any third party is instructed to undertake the works.
- 10.3 Once you have agreed the costs of enforcement, you will pay the fee to us, before we instruct any third party to undertake the work

11. What Happens If You Do Not Recover Any Compensation?

- 11.1 If you do not recover any compensation, you as the client agree that any payments on account are to be treated as fees and are to be treated as having been due and payable, no further or additional payments will be payable.

12. What Happens When The Agreement Ends Before The Case Itself Ends

Consumer cancellation period of 14 days from date of agreement

12.1 You have the right to cancel this contract within 14 days without giving any reason. The cancellation period will expire after 14 days from the day of the conclusion of the contract. To exercise the right to cancel, you must inform Ian Randall of 6 Windsor Road; Normoss; Blackpool; FY3 7SQ; email: ian@owllegal.co.uk; Mob: 07399 055 548 of your decision to cancel this contract by a clear statement (e.g. a letter sent by post, or e-mail). To meet the cancellation deadline, it is sufficient for you to send your communication concerning your exercise of the right to cancel before the cancellation period has expired.

- You have signed a letter asking me to commence works during the cancellation period and you accept that that letter covers this 'CFA' agreement and that you have waived your cancellation rights set out in 12.1 above.

You can end the agreement at any time after the cancellation period

12.2 You are then liable to pay the fees paid as monies on account, as this reflects the time taken to prepare the initial contact, interrogatories, submissions and responding to communications from the other side.

- Further if the matter is cancelled by you the client after the receipt of the ET 3 you the client agree to pay the adviser a cancellation fee of £ 350.

13. Compensation Act 2006

13.1 By section 4 of the Compensation Act 2006 which came into force in 2006 it became a criminal offence to provide advice and representation or claims management services for profit, unless registered and authorised by the Department of Justice or Exempted under the Compensation Exemption (Order) 2007. I am exempted from the effects of the Compensation act by section 4 (2) (e) of the 2007 order being a Legal Practitioner and accordingly I can legally enter into this agreement to provide advice, representation and claims management services on behalf of a Claimant.

14. IF The Tribunal Or Court Makes A Costs Order For Or Against You

14.1 While your case is proceeding before the court or tribunal, a costs order may be made in your favour or one may be made against you. It is rare for a tribunal to make a costs order. I will advise you if we believe this is likely to happen.

- 14.2 If the Respondent acts unreasonably or vexatiously in defending your claim, you agree that we may seek an appropriate order for costs or a time preparation order from the court or tribunal against Respondent to recover those costs.
- 14.3 If the court or tribunal awards costs against the Respondent and you have not yet paid us in respect of those costs, you agree for those costs to be paid direct to us. If the Respondent refuses to pay us direct, you agree to pay us those costs on receipt of an invoice for those costs.
- 14.4 If the court or tribunal awards costs against you, you agree to pay the amount ordered by the court or tribunal or the amount calculated in accordance with any court or tribunal direction.

15. Data Protection

- 15.1 Both parties will comply with all applicable requirements of the Data Protection Legislation. This Clause 15 is in addition to, and does not relieve, remove or replace, a party's obligations or rights under the Data Protection Legislation. In this Clause 15, Applicable Laws means (for so long as and to the extent that they apply to the Supplier) the law of the European Union, the law of any member state of the European Union and/or Domestic UK Law; and Domestic UK Law means the Data Protection Legislation from time to time in force in the UK and any other law that applies in the UK. The parties acknowledge that for the purposes of the Data Protection Legislation, You, are the controller and I am the processor.
- 15.2 Without prejudice to the generality of Clause 15.1, the You will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of the personal data to Us for the duration and purposes of this Agreement.
- 15.3 Without prejudice to the generality of Clause 15.1, We shall, in relation to any personal data processed in connection with the performance by the Us of our obligations under the Contract:
- (a) process that personal data only on the documented written instructions of You unless We are required by Applicable Laws to otherwise process that personal data.
 - (b) ensure that it has in place appropriate technical and organisational measures, to protect against unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage to, personal data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental

loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to personal data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it);

- (c) ensure that all personnel who have access to and/or process personal data are obliged to keep the personal data confidential; and
- (d) not transfer any personal data outside of the European Economic Area unless the prior written consent of You has been obtained and the following conditions are fulfilled:
 - (i) You or the Us have provided appropriate safeguards in relation to the transfer;
 - (ii) the data subject has enforceable rights and effective legal remedies;
 - (iii) We have complied with our obligations under the Data Protection Legislation by providing an adequate level of protection to any personal data that is transferred; and
 - (iv) We have complied with reasonable instructions notified to it in advance by You in respect to the processing of the personal data;
- (e) notify You without undue delay on becoming aware of a personal data breach;
- (f) at the written direction of You, delete or return personal data and copies thereof to You on termination of the agreement unless required by Applicable Law to store the personal data; and
- (g) maintain complete and accurate records and information to demonstrate its compliance with this Clause 15 and allow for audits by You or Your designated auditor and immediately inform You if, in the opinion of Us, an instruction infringes the Data Protection Legislation.

15.5 You DO consent to Us appointing any third-party processor, (in so much as is or may become necessary for Us to meet our obligations under the contract) of Personal Data under the Contract. We confirm that any it has entered or (as the case may be) will enter with the third party processor into a written agreement substantially on that third party's

standard terms of business and which We confirm reflect and will continue to reflect the requirements of the Data Protection Legislation.

16. Miscellaneous Terms

i. Separation of clauses

If any competent authority finds any clause within this agreement to be invalid or unenforceable in whole or in part, the validity of the other provisions of this agreement and the remainder of the provisions in question shall not be affected.

ii. Counterparts

This Agreement may be signed in any number of counterparts and by the Parties on separate counterparts, each of which, when executed and delivered by a Party, shall be an original, and such counterparts taken together shall constitute one and the same Agreement

iii. Headings

Headings contained in these terms and conditions are for reference purposes only and should not be incorporated into this agreement and shall not be deemed to be any indication of the meaning of the clause to which they relate.

iv. Severability

Each provision of this Agreement is severable and distinct from the others. If any provision of this Agreement (wholly or partly) is or becomes illegal, invalid or unenforceable, that shall not affect the legality, validity or enforceability of any other provision of this Agreement. If any provision of this Agreement (wholly or partly) is or becomes illegal, invalid or unenforceable but would be legal, valid and enforceable if the provision or some part of the provision was deleted or modified, the provision or part of the provision in question shall apply with such deletions and modifications as may be necessary to make it legal, valid and enforceable

v. Dispute resolution

If a dispute arises under this Agreement which cannot be resolved by negotiations between the parties or by their appointed representatives:

- the parties shall give serious consideration to a request made by the other party to refer the matter to mediation.
- Either party may at any time refer the matter to arbitration in accordance with the Arbitration Act 1996 and rules for arbitration as agreed between the parties. In the event that the parties are unable to agree on the arbitrator(s) or the rules for arbitration, either party may, upon giving written notice to the other party, apply to the President or Deputy President for the time being of the Chartered Institute of Arbitrators for the appointment of an arbitrator or arbitrators and for any decision on rules that may be required.

The parties agree to be immediately bound by any decision reached after either mediation or arbitration is completed.

vi. **Governing Law**

This agreement shall be governed by and construed in accordance with the Laws of England and the parties submit to the exclusive jurisdiction of the English Courts

I agree to the above terms representing a conditional fee arrangement

Signed: _____

Name: _____

Dated this the _____ Day of _____