

**FRASER DAWBARNs LLP  
EMPLOYMENT LITIGATION TERMS OF BUSINESS**

We set out below the terms that relate to our agreement to act on your behalf. Please read them carefully before signing one copy and returning them to us.

**1. Status**

Fraser Dawbarns LLP (“**the Firm**”) is a Limited Liability Partnership which is registered at the Law Society and the Solicitors Regulation Authority under number 536247.

**2. Legal Costs**

- (a) The general rule is that at the conclusion of an Employment Tribunal the Employment Tribunal generally will not order one party to pay the other party’s legal costs.
- (b) However, an Employment Tribunal does have the power at the conclusion of a case to order either you or your opponent to pay all or part of the other’s legal costs. This may occur in the following situations:
  - (i) If the Employment Tribunal considers that:
    - (1) in bringing the case to the Employment Tribunal, you “acted vexatiously, abusively, disruptively or otherwise unreasonably;” or that
    - (2) the bringing or conducting of the proceedings in the Employment Tribunal was misconceived.
  - (ii) If the Employment Tribunal considers that you or your opponent has conducted the case “vexatiously, abusively, disruptively or otherwise unreasonably.”

It is not uncommon for the Tribunal to award costs against a Claimant if it considers the case was weak. Generally it is less likely to award costs against a Respondent.

- (c) If the Tribunal makes a costs order this can be either a costs order which is in respect of the costs of a legally represented party or a preparation time order in respect of costs of an unrepresented party, but it cannot make both orders. If the Tribunal does make such an order in your favour it is unlikely to cover the whole of your costs and you will remain liable to pay us any “shortfall”. We will give credit for any such costs actually recovered and received from the other party.

Section 74 Solicitors Act 1974

- (d) Our retainer with you expressly permits us to charge an amount of costs greater than that which you will recover or could have recovered from the other party to the proceedings and expressly permits payment of such sum. This part of our retainer is made under section 74(3) of the Solicitors Act 1974 and Civil Procedure Rules 46.9 (2) and (3). In so far as any costs or disbursements are of an unusual nature or amount these costs might not be recovered from the other party.
- (e) It is not possible to estimate your opponent’s likely costs should the Tribunal order you to pay them other than to say they are likely to be of a similar order to your own costs incurred with us.”

**3. Insurance for Costs and Disbursements**

- (a) It may be possible, either now or at a later stage, for you to take out an insurance policy which will pay your costs and disbursements and/or your opponent’s legal costs and disbursements (if the Employment Tribunal orders you to pay them) if you lose your case after issuing proceedings.

- (b) Some insurance policies will not cover any costs that your opponent has incurred prior to the date on which you took out the insurance. If, either now or at a later date, you are unable to take out such an insurance policy, you will be personally liable to pay the costs and disbursements that your opponent incurred before the policy was taken out.
- (c) Your opponent will start to incur legal costs and disbursements as soon as they are aware of the dispute/claim.
- (d) Please be aware that the later you seek insurance cover, the more expensive it is likely to be. If you would like us to act on your behalf to obtain written quotations for insurance, now or at any time in the future, please do not hesitate to call us.

#### 4. Legal Expenses Insurance

- (a) If you have Legal Expenses Insurance, it may be the case that those insurers will be willing to pay for you to receive legal advice in respect of this matter.
- (b) If you consider that you do have Legal Expenses Cover, please send us a copy of that policy, including the full terms and conditions. We will then be able to advise you as to whether that policy covers your situation.
- (c) If you do have legal expenses cover, our charges will be calculated at the rate set out below for the work that we do for you, up to the point at which the insurance company agrees to pay our costs for you. Unfortunately, even if you have legal expenses insurance, you will remain primarily liable for the legal costs that you incur. That is, if the insurance company does not pay our costs we shall look to you for payment of those costs.

#### 5. Charging Rate & Terms of Business

- (a) Our charge rate is set so as to cover our overheads. Unfortunately, our overheads are huge. Our charges will be calculated mainly by reference to the time spent by me and by other solicitors and executive staff dealing with your matter. This includes advising, attending on you and others, drafting letters and emails, reading letters and emails, drafting attendance notes, dealing with papers, correspondence, telephone calls (including incoming calls from you), research, traveling and waiting time, drafting and preparation of any costs estimates, detailed costs estimates, schedules and bills.
- (b) From time to time we may arrange for some of the work to be carried out by people not directly employed by us (for example a costs draftsman). Such work will be charged to you at the hourly rate which would have been charged if we had done the work ourselves.
- (c) Our charge rates are reviewed annually in April and October and you will be charged at the revised rate from the date it takes effect. We will be happy to supply you with the up to date rates upon request. Currently our charging rates are as follows:

Fee Earner	Hourly Rate Excluding VAT	Hourly Rate Including VAT
Member Solicitor and Consultant	£325 + VAT	£390.00
Senior Associate Solicitor, Associate Solicitor, Senior Associate Clerk/in house costs draftsman, CILEX and Assistant Solicitor with over 8 years post qualification experience - Grades A	£295 + VAT	£354.00
Senior Associate Solicitor, Associate Solicitor, Senior Associate Clerk/in house costs draftsman, CILEX and Assistant Solicitor with over 4 years post qualification experience - Grades B	£285 + VAT	£342.00
Assistant Solicitor and CILEX with less than 4 years post qualification experience - Grade C	£260 + VAT	£312.00
Trainee/other legal assistants and paralegals - Grades D	£225 + VAT	£270.00

- (d) The following shall be charged at one tenth of the above charging rates:
  - (i) Each telephone call or under 6 minutes made or received.
  - (ii) Each letter or email taking less than 6 minutes to draft.

- (e) In respect of each letter or email received for which no response is required they are charged at one twentieth of the above charging rates.
- (f) We shall deliver bills to you at regular intervals for the work carried out during the conduct of the case. Any such bill will be a detailed bill and will be a final bill for the period stated, and so a statute bill for the purposes of the Solicitors Act 1974 and the time limits to assess any such bill. (Any such application to assess the bill should be made within one month of delivery of the bill. If an application is made after one month but before the expiry of 12 months from delivery the court will only order assessment in "special circumstances". The right to an assessment is lost if application is not made within 12 months of payment of the bill.) We may issue disbursement bills (costs and expenses we incur on your behalf) separately and these may be issued after the bill for our fees for the period to which the disbursement relates. This assists our cash flow and enables you to budget for costs. We are sure you will understand that in the event of a payment not being made we must reserve the right to decline to act any further and that the full amount of the work done up to date will be charged to you.

## 6. Standing Order

- (a) We shall be entitled at any stage to request you to pay any sums by way of standing order. If at any time we ask you to pay sums to us on account of our costs by standing order, it is important to bear in mind that our costs may be more or less than the amounts that you pay us by way of standing order. If our costs and disbursements are more, we shall be entitled to ask you to pay the balance. If our final costs and disbursements are less than the sums that we have received from you, we will send the balance to you.
- (b) You agree to us using the sums paid by standing order to pay our costs and the disbursements that we incur on your behalf. In addition the amount of the standing order does not limit the sum that we can ask you to pay in any particular month. We reserve the right at any time to require you to pay to us sums over and above the amount that you have agreed to pay us by standing order. For example we are entitled to ask you to pay sums over and above the standing order payments that we have received from you to pay any of our bills, to pay any disbursements or to pay any other sums required from you on account of our costs and disbursements. We reserve the right to cease acting for you if any of the standing order or other payments are not paid.

## 7. Complaints Procedure

If you have any questions, queries or concerns about our work for you or about the bill for our charges, please take them up first with the individual dealing with your matter. If that does not resolve the problem to your satisfaction, or if you would prefer not to speak to that individual, then please take it up with the head of the relevant department of the Firm.

If your complaint is still not resolved you, may refer the matter to the firm's Client Relation Manager. David Osborne, who may be contacted at 21 Tuesday Market Place, King's Lynn, Norfolk. PE30 1JW, by email [davidosborne@fraserdawbarns.com](mailto:davidosborne@fraserdawbarns.com) or on 01553 666 610. We will make every effort to resolve any complaints raised through our internal complaints procedure. If you are not satisfied with our handling of your complaint, you may ask the Legal Ombudsman, PO Box 6167, Slough, SL1 0EH to consider your complaint. Any complaint to the Legal Ombudsman must usually be made within 6 months of the date of our final written response to your complaint. For further information, please contact the Legal Ombudsman office at [enquiries@legalombudsman.org.uk](mailto:enquiries@legalombudsman.org.uk) or by calling 0300 555 0333.

The Legal Ombudsman expects complaints to be made to them within one year of the date of the act or omission about which you are concerned or within one year of you realising there was a concern.

The Solicitors Code of Conduct can be found on the Solicitors Regulation Authority website at [www.sra.org.uk/solicitors/standards-regulations/code-conduct-solicitors](http://www.sra.org.uk/solicitors/standards-regulations/code-conduct-solicitors) and you can report a solicitor [www.sra.org.uk/consumers/problems/report-solicitor](http://www.sra.org.uk/consumers/problems/report-solicitor)

If you would like to see our written complaints procedure we will provide you with a copy of it on request. You can also find it here, on our website [Regulatory Information](#) page.

It is important to appreciate that if a complaint is made to us we may still be entitled to charge interest on any of our bills that remain unpaid.

The Legal Ombudsman may not deal with a complaint about a bill if the client has applied to the court for assessment of that bill.

## 8. Equality and Diversity

This firm is committed to promoting equality and diversity in all of its dealings with clients, third parties and employees and has a written equality and diversity policy.

We recognise that often clients and others will be contacting us in difficult and stressful situations. However we do expect all clients to treat all members of staff with respect. We will not tolerate abusive or threatening behaviour, whether in person, by telephone, or email and reserve the right to terminate a retainer on notice if we consider that a client's behaviour is not acceptable.

## 9. Money Laundering

### *Proof of Identity*

- (a) The law now requires solicitors to obtain satisfactory evidence of the identity of their clients and sometimes of the people who are related to them. This is because solicitors who deal with money and property on behalf of their client can be used by criminals wishing to launder money. In order to comply with the law on money laundering, we will request evidence of your identity. If you cannot provide the specific identification requested, please contact us as soon as possible to discuss other ways to verify your identity.

### *Confidentiality*

- (b) We are under a professional and legal obligation to keep your affairs confidential. However solicitors may be required by statute to make a disclosure to the National Crime Agency in certain situations where they know or suspect that a transaction may involve money laundering or terrorist financing. If we make a disclosure in relation to your matter, we may not be able to tell you that a disclosure has been made.

### *Cash*

- (c) The policy at Fraser Dawbarns LLP in relation to cash is that payments in cash exceeding £1,000 in total are not accepted.
- (d) If you try to circumvent this policy by depositing cash direct with our bank, we may charge you for any additional checks we decide are necessary to prove the source of the funds.
- (e) Where we have to pay money to you, it will be paid by cheque or bank transfer. It will not be paid in cash or to a third party.

### *Electronic and On-line Data*

- (f) As part of the identification process, we will need to carry out identity checks using electronic and on-line data. Your instructions to us constitute confirmation of your agreement to this.

### *Investigations*

- (g) We will charge you if we are required to carry out any work as a result of any money laundering activities relating to you or persons connected to you and/or any allegation of such activities and/or any investigation by the anti-money laundering authorities.

## 10. Data Protection

- (a) We use the information you provide primarily for the provision of legal services to you and for related purposes, including updating and enhancing client records, practice management, statutory returns, and legal and regulatory compliance.
- (b) Our use of that information is subject to your instructions, the Data Protection Act 2018 and UK GDPR (General Data Protection Regulations) and our duty of confidentiality. Please note that our work for you may require us to give information to third parties such as expert witnesses and other professional advisers. You have a right of access under data protection legislation to certain personal data that we hold about you. For further information please refer to the firm's Privacy Notice.

## 11. Financial Services – Investment & Insurance

- (a) We are not authorised under the Financial Services & Markets Act 2000, nor are we regulated by the Financial Conduct Authority. However, we are able, in certain circumstances, to offer a limited range of investment services to the client because we are members of the Law Society of England and Wales. We can provide these investment services if they are an incidental part of the professional services we have been engaged to provide. If, while we are acting for you, you need advice on investments, we may have to refer you to someone who is authorised to provide the service.
- (b) Fraser Dawbarns LLP is not authorised by the Financial Conduct Authority. However, we are included on the register maintained by the Financial Conduct Authority so that we can carry on insurance mediation activity. Broadly, this is the advising on, selling and administration of insurance contracts. This part of our business, including arrangements for complaints or redress if something goes wrong, is regulated by the Solicitors Regulation Authority. The register can be accessed by the Financial Conduct Authority website at [www.fca.org.uk/firms/financial-services-register](http://www.fca.org.uk/firms/financial-services-register)
- (c) The Law Society of England and Wales is a designated professional body for the purposes of the Financial Services & Markets Act 2000. The Solicitors Regulation Authority is the independent regulatory body of the Law Society. The Legal Complaints Service is the independent complaints handling body of the Law Society. If you are unhappy with any investment advice you receive from us or with any insurance advice you receive from us, you should raise your concerns with either of those bodies.

## 12. Interest and Commissions

Client money will be held in a general client account to facilitate your transaction. At the end of your matter, we will credit your account with interest if we hold monies on client account for longer than 30 days and the amount of interest is £30 or more for clients who are private individuals or £100 for other clients (e.g., companies, partnerships, trusts etc). In circumstances where we hold money on client account as stakeholder or temporarily to the order of a third party, we will pay the interest to the party or parties entitled to receive it as required by the relevant contract or arrangement. If the relevant money is held by us for more than 30 days from the date on which such circumstances arise, and more than £30 (individuals) or £100 (corporate or similar bodies) of interest has accrued from that date, then interest will be payable. We believe this policy is fair and reasonable. The rate of interest we apply is currently 2.40%. This rate is likely to change from time to time (without notification to you) as and when the interest rate received from our bank changes.

The money we hold for you will be held in our general client account with Lloyds. We will endeavour to deposit client monies with recognised domestic banks but because we have no control over the financial stability of these institutions, we cannot be responsible for their failure, if they are unable to repay depositors in full, or for any monies lost because of their failure. In such circumstances you may be entitled to compensation under the Financial Services Compensation Scheme (FSCS). You should check with the Financial Conduct Authority to find out whether you would be entitled to compensation. The FSCS is the UK's statutory fund of last resort for customers of banking institutions. The FSCS can pay compensation of up to £85,000 if a banking institution is unable, or unlikely, to pay claims against it. The limit is £85,000 per banking institution. If you hold other personal money in the same banking institution(s) as our client account, the limit remains £85,000 in total and so please check the balance of any funds you also hold in Lloyds to assess your maximum losses in the event of a banking collapse.

The full policy can be read here. [https://www.fraserdawbarns.com/client\\_monies\\_interest\\_policy\\_v1/](https://www.fraserdawbarns.com/client_monies_interest_policy_v1/)

In the event that Fraser Dawbarns LLP receives any commissions arising from work carried out on your behalf, whether attributable to investment or insurance activities or otherwise, we will credit your account with the amount of those commissions.

## 13. Termination

- (a) You may terminate your instructions to us in writing at any time. Termination will be effective when we receive that notice. We reserve the right to keep all your papers and documents while there is still money owed to us for fees and expenses.
- (b) We will decide to stop acting for you only with good reason, for example, if you do not pay a bill, a sum on account of costs, there is a conflict of interest, or if you require us to act unreasonably or act in a manner which conflicts with a protocol, or contrary to the SRA Principles and Codes of Conduct for Solicitors and Firms .

- (c) If you or we decide that we should stop acting for you, you will pay our charges up to the point at which you or we were notified.

#### **14. Storage of Papers and Deeds**

- (a) At the conclusion of your matter we will keep your file of papers in storage for no less than 1 year. After that, storage is on the clear understanding that we have the right to destroy your file of papers after such period as we consider reasonable.
- (b) We do not normally make a charge for retrieving stored papers or deeds in response to continuing or new instructions to act for you. We may make a charge based on the time we spend on reading papers, writing letters or other work necessary to comply with these instructions. These charges will be made at the hourly charging rates which are current at the time of your request.
- (c) We may make a charge for retrieving stored papers or deeds where there are no new or continuing instructions to act for you, or where you ask us to provide information to you or a third party. These charges will be made at the hourly charging rates which are current at the time of your request.

#### **15. Outsourcing and Assessment**

- (a) We may be required to produce and disclose all or part of your file to assessors, auditors and similar bodies for the purposes of audit or quality checks. These bodies are required to maintain confidentiality in relation to your files.
- (b) We reserve the right to outsource work for work to be carried out by people not directly employed by us. Outsourcing of work and auditing and inspection of files has implications for the confidentiality of your matter. If you have any objection, please let us know without delay. Please note that in the event of such objection, it may be necessary for us to terminate our retainer.

#### **16. Terms relevant to fee paying clients**

Hourly rates are reviewed annually, and we will notify you of any adjustment which will affect the hourly rate charged in relation to your matter.

#### **17. Billing Arrangements for fee paying clients**

You agree that we may deliver any bill or invoice by email or other electronic means.

In some situations you may be entitled to apply to the court for an assessment of our bill under part III of the Solicitors Act 1974.

Any such application to assess the bill should be made within one month of delivery of the bill and this includes interim bills. If an application is made after one month but before the expiry of 12 months from delivery the court will only order assessment in "special circumstances". The right to an assessment is lost if application is not made within 12 months of payment of the bill.

##### *Interim Bills*

- (a) You agree we may deliver Interim Bills as and when we feel appropriate or when your matter has reached a particular stage, and that we may deliver interim bills by email or other electronic means. Please also refer to paragraph 5(f) above. We reserve the right to cease acting for you if any of our interim bills are not paid.

##### *Time for Payment and Interest*

- (b) Payment of all bills is due within 28 days of our sending it to you. If it is unpaid, we will charge interest on the bill at 8% per year on a daily basis from the date on which payment of our bill is due.

##### *Lien*

- (c) In the event that any bill is unpaid, we are entitled to retain your papers, documents and property until payment in full has been received.

##### *Payments on Account*

- (d) The day to day running costs that a solicitor incurs in running a matter (such as search fees, experts fees, travelling expenses etc) are known as disbursements.

- (e) We shall ask you for payments on account of our costs and the disbursements we incur on your behalf as the matter proceeds. In the event of a payment on account not being made we reserve the right to decline to act any further. In that event, we will send a bill for all work done to date.

*Credit Card Payments*

- (f) You may pay a sum on account of costs, any sum due to us for costs VAT and disbursements by credit card or debit card. We are unable to accept card payments for any other purpose. We may not be able to take a credit card payment for Stamp Duty land Tax and Land Registry fees.

**18. Joint Clients**

Where we are acting on behalf of one or more client by signing this agreement you agree to us taking instructions from one of you on behalf of all of the joint clients unless you advise us to the contrary.

**19. Partnerships & Limited Companies**

Where we have been instructed by one or more directors of a limited company to act on behalf of the limited company or by one or more partners to act on behalf of a partnership of which they are members:

The director(s) or partner(s) (as applicable) warrant that they have the authority of the limited company or partnership (as applicable) to instruct us and

The director(s) or partner(s) (as applicable) warrant that the limited company or partnership (as applicable) is not insolvent and has the funds to pay our costs and disbursements as they fall due.

**20. Emails**

Any emails sent by us to you (or to others on your behalf) are likely to contain potentially sensitive information about you and/or your matter. Please note that those emails and their enclosures will be sent in a non-encrypted format and as such will be vulnerable to being opened and read by those with the technology and expertise to do so. By instructing us to act for you, you agree to us sending emails about your matter in a non-encrypted manner, unless you advise us in writing to the contrary.

**21. VAT Number**

Our VAT number is 750873712

**22. Professional Indemnity Insurance**

We maintain professional indemnity insurance in relation to the services that we provide. Our insurers are HDI Global Speciality SE UK Branch of 60 Fenchurch Street, London, EC3M 4AD. The territorial coverage of our insurance is England & Wales.

**23. Applicable Law**

Any dispute or legal issue arising from our terms of business will be determined by the law of England and Wales, and considered exclusively by the English and Welsh courts.

**24. Agreement**

- (a) The terms of this letter do not constitute what the Courts call a “contentious business agreement” (which could have the effect of restricting your rights to challenge the costs). If you are not satisfied at the conclusion of your matter, you have the right to ask the Court to decide on the amount of costs.
- (b) Please sign a copy of this document and return it to us as confirmation that you agree to be bound by its terms and that you would like us to act on your behalf.
- (c) We retain the right to cease work for you until we have received a signed copy of these terms from you.

**25. Assignment of Retainer**

By instructing us to act for you, you agree that we may assign your retainer to any successor practice of this firm, including any Limited Liability Partnership or Limited Company to which all or part of the firm’s business is transferred.

**26. Liability of Members and Employees**

You agree that no member or employee of any Limited Liability Partnership or Limited Company to which your retainer may be transferred shall be liable for any tortious act or omission in relation to your retainer.

**27. Client Identification**

We use the services of Legl to provide secure digital identity verification, online payments, source of funds checks and to share key documents, as part of our client onboarding process, in line with SRA regulation. Legl may use Artificial Intelligence (AI) to process your data as part of its services.

All information provided is securely processed by Legl using the highest security standards to encrypt your details and keep your personal data safe. You will receive a link to start your client onboarding, and you will be redirected to Legl's portal where the verification will take place. You will receive an immediate email confirmation once the flow is finalised.

There will be a charge of between of £10 - £20 plus VAT at current rates per individual.

You can find Legl's Terms of Use here <https://www.legl.com/terms-of-use> and Privacy Policy here <https://www.legl.com/privacy-policy>.

If you have any questions, please contact us at [info@fraserdawbarns.com](mailto:info@fraserdawbarns.com)

Please complete the details in the applicable box below and then sign, date and return the signed copy it to us.

<p><b>For Business Clients</b></p> <p>I ..... <i>[please insert your full name in block letters]</i> on behalf of ..... ..... <i>[please insert your businesses name in block letters]</i> ("<b>the Business</b>") agree to be bound by these Terms of Business. I confirm that I have authority on behalf of the Business to enter into this agreement on behalf of the Business and that the Business has the funds to pay your fees.</p> <p>Signed: ..... Dated: .....</p>
---

<p><b>For Non-Business Clients</b></p> <p>I ..... agree to be bound by these Terms of Business</p> <p>Signed: ..... Dated: .....</p> <p>I ..... agree to be bound by these Terms of Business</p> <p>Signed: ..... Dated: .....</p>
--