

Pearce West Employment Solicitors - 2018 Terms of Engagement & Client Care

1. Our fees will be calculated by reference to time spent - for example in consultations, telephone calls, consideration of papers, correspondence/e-mails, legal research, and preparation of case documents.
2. I will be responsible for the work for you and my fee-rate will be £115 plus VAT per 30 mins time.
3. For any initial consultation/advice we will normally send you an invoice shortly thereafter. If you ask us to then undertake any further work /advice, we would need the invoice for the first consultation/advice to be paid in full before we start any further work.
4. We also reserve the right to request 'money on account' from you in respect of future anticipated work to be undertaken, and unless we receive such funds we shall be entitled to cease acting/advising you.
5. For any such further work we will usually render interim accounts at the end of each month for the work undertaken in that month, and our invoices are subject to a 7 day time for payment.
6. When we are advising you on a Settlement Agreement, your employer will agree to pay a fixed contribution towards your fees. Unless we have agreed otherwise in writing with you, if that contribution does not cover the total of our fees, then we will invoice you for the balance. We will let you know if, and by how much, our fees are likely to exceed their contribution once we know more about what advice/assistance you need. If for whatever reason the Settlement Agreement does not go ahead then your employer is unlikely to pay any fees, which will be your responsibility to pay.
7. You may if you wish in writing set an inclusive limit on the amount of our charges ("fees reserve") that we can incur without further reference to you. If the limit expires before the end of the matter we shall of course have to cease acting for you if you do not wish to incur any further expense. Furthermore, occasionally in fast-moving matters it is not always possible (or practical) to let you know exactly when the fees reserve has been reached and in such cases we will be entitled to recover reasonable charges in excess of the fees reserve.
8. If we are to represent you at any Hearing on a fee-paying basis, we will give you an estimate of the likely fees for that at least 2 months prior to the hearing, and shall require cleared funds from you for that sum at least 21 days prior to the hearing date, which we shall hold to your credit in our 'client account' pending the work being undertaken. We reserve the right to withdraw from representing you if such fees are not received by us in time.
9. In matters involving advice of a general nature it is usually not possible to give an estimate in advance of the likely overall costs, as each problem that a client has is unique. However, please ask if you would like me to give you an *indication* of the likely costs involved in proceeding to a particular point in the matter. Ultimately our charges will be calculated in accordance with paragraphs 1 and 2 above.
10. If you disagree with the amount we charge you have a right to object to our bill by way of the firm's complaints procedure (see para 11 below), and/or by making a complaint to the Legal Ombudsman, and/or by applying to the court for an assessment of the bill under Part III of the Solicitors Act 1974.

11. I will be responsible for all the work we undertake for you. I aim to provide our clients with an efficient, effective and friendly service, and look to respond to your letters/e-mails and phone calls within 2 working days - occasionally it may be longer if I am engaged at Tribunal or if we are waiting to hear from the other side to the case.
12. If you feel that you are not receiving the expected level of service, or that the personal chemistry is not right, we would rather resolve the matter with you than lose you as a client. If there is therefore any aspect of our service with which you are unhappy please speak in the first instance with me, Jonathan West. We have a procedure in place which details how we handle complaints which is available on request. If you are not satisfied with our handling of your complaint you can ask the Legal Ombudsman at PO Box 6806, Wolverhampton WV1 9WJ to consider the complaint. Normally, you will need to bring a complaint to the Legal Ombudsman within six months of receiving a final written response from us about your complaint.
13. Under the General Data Protection Regulation 2016 we will need to hold and use some 'personal data' of you in order to fulfil our duties as your Solicitor. Some data will be held/used electronically and some in 'hard' document format eg. your name, address, phone number(s), e-mail address(es) and case details/papers. We will take all reasonable steps to protect personal data. By you instructing us to act for/advise you, you also consent to us holding/using such personal data. We will only use your personal data for the purposes of acting for/advising you, for keeping in contact with you, as required by our regulatory body (the SRA), or as otherwise required by law.
14. Once the matter is over please let me know in writing asap if you require any documents (either held by us manually or electronically) to be returned to you. Otherwise we will retain these for a minimum of 6 years, but thereafter we reserve the right to confidentially destroy all of them without further notice to you.

Jonathan West

Pearce West Employment Solicitors

(Nov 2018)