



PREMIER ADVOCATES
Balancing the scales

CLIENT CARE HANDBOOK

Bridgford Business Centre, 29 Bridgford Road, West Bridgford,
Nottingham NG2 6AU

Premier Advocates Limited

Premier Advocates Limited specialises in providing expert advice and advocacy services in Employment Tribunals for employees and employers. Our advocates have experience in representing parties in unfair dismissal cases including constructive dismissal, redundancy and the various types of discrimination claims. Our advocates boast widespread knowledge employment law and will provide you with down to earth practical advice and support.

Services for Employees

We offer employees advice on all aspects of employment law, case assessment, negotiation of settlements, drafting Employment Tribunal claim forms, case management, drafting witness statements and representation at the Employment Tribunal.

Opening Times

We try to be as flexible as possible. We are open Monday to Friday, 9.00 am to 5.00 pm. Our advocates may be able to offer out of hour's appointments and consultations, although this needs to be agreed in advance with the advocate concerned.

Our Website

The company's website can be found at www.premieradvocates.co.uk

Communications

We believe it is essential that you are kept fully informed of the progress of your case and in carrying out your instructions. You will be able to contact your advocate by phone, email or by any other reasonable means. Your advocate will keep you informed of the progress of your case and take your instructions on any matters arising.

Instructions

In appointing Premier Advocates Limited to act on your behalf you are also authorising us to take any necessary steps to protect your interests in that matter (unless you instruct us to the contrary) and to incur reasonable expenses on your behalf (disbursements). Premier Advocates Limited will act upon the instructions of the Client in so far as possible that they are compatible with Premier Advocates Limited's duties to the Employment Tribunal and to any professional code of conduct its representatives must adhere to. Premier Advocates Limited will always advise and act in the Clients best interests. In appointing us under a no-win-no-fee arrangement Premier Advocates Limited will use its best endeavours to obtain compensation for damages caused to the Client by her employer/former employer. We will always act in your best interests in pursuing the claim. We will only take instructions from you and you alone with regard to your matter. If your matter is a joint matter then we would need agreement from all parties involved to take a certain course of action.

Our Responsibilities

Your advocate will be responsible for the day-to-day running and management of your case. Your advocate will be placed on record with the Employment Tribunal and all correspondence from the Employment Tribunal and the other side's representative will be sent directly to your advocate. You will be kept fully informed every step of the way. Your advocate during the conduct of your case may receive offers of settlement from the other side, these will be relayed to you and your advocate will advise on quality of the offer and your options. There are many stages of proceedings that make up claims to the Employment Tribunal which your advocate will complete for you; these can vary depending on the complexity of the case. Your advocate will have conduct of drafting and submitting your claim form (ET1), analysing the official response from the your employer (ET3), attendance and representation at Case Management Discussions and Preliminary Hearings (if necessary), search and disclosure of documents, making applications for appropriate orders to the Tribunal or responding to proposed orders, analysis of evidence, finalising the bundle of evidence, creation of witness statements and handling of expert witnesses (if necessary), written submissions, preparation for the final hearing, attendance and representation at the final hearing. You advocate in the course of conducting your case will always act with integrity, will always act in your best interests and will always provide to you the highest quality of service.

You're Responsibilities

To ensure the best possible outcome for your case we ask that you work in co-operation with your advocate. Your advocate may need certain documentation or information from you to further your case or your attendance at hearings. We ask that you always speak open and honestly with your advocate and do not mislead them or distort the facts surrounding your case and circumstances. We consider the below list to be examples of serious breaches of a contract between a client and Premier Advocates Limited:

- Not giving us clear instructions which allow us to do our work properly;
- Asking us to work in an improper or unreasonable way;
- Deliberately misleading us;
- Not co-operating with us; you must go to the tribunal hearing when asked etc; and
- Not paying outstanding fees and disbursements.

Not giving us clear instructions which allow us to do our work properly

You're advocate from time to time will ask you for your instruction on particular matters. Some instructions will be for relatively less important decisions and some instructions may be very important that are needed for the fundamental progression of the case or even concern whether the case can continue to exist. If you are not able to give us instruction on a matter required by your advocate to facilitate the fundamental progression of your case or one required that without would render your case non-existent should you not give instruction, then this could be a serious or material breach of contract. Our contract with you at it's very core is for the client to have their case managed and conducted on their behalf by an advocate. If the advocate is rendered unable to work or there is no longer a case for them to work on because of lack of clear instruction then there would no longer be a contract

Asking us to work in an improper or unreasonable way

Premier Advocates Limited will act upon the instructions of the Client in so far as possible that they are compatible with Premier Advocates Limited's duties to the Employment Tribunal and to any professional code of conduct its representatives must adhere to. If you require or try to force our advocates to work in a way that would compromise their integrity, compromise their duties to the court or compromise any professional code of practice our advocate's must adhere to then this would be a serious or material breach of the contract if you were unwilling to compromise on your position.

Deliberately misleading us

If you mislead us or distort the facts of your matter and then this comes to light and has a material impact on the prospects of your case, we may find that it is no longer in your best interests for us to act for you. For example if we take on your case in good faith over the representations you have made and you choose to pay by the hour and should it come to light you misrepresented what you told us or mislead us, from that point on the outlook and prospects of your case may be substantially different to what was originally forecasted and to that end it may no longer be in your best interests for us to act for you and we would have ended the agreement.

Not co-operating with us; you must go to the tribunal hearing when asked etc;

The purpose of an arrangement with us is for us to act on your behalf in Employment Tribunal proceedings and to achieve for you a favourable outcome for you. We must always act in your best interests. For example if you do not co-operate with us on producing your witness statement, i.e. you refuse to let us take one from you then we would find ourselves in the position of not being able to comply with an official tribunal direction, at risk of an adverse costs order being made against you and severely harming the prospects of winning the case. This would mean that the contract and its purpose for being in existence would be rendered non-existent. We would struggle to be able to continue to act effectively for you, unable to comply with the requirements of the court effectively and struggle to achieve a favourable outcome for you.

Not paying outstanding fees and disbursements.

It is a fundamental term of our hourly rate contract that any work we do for you on your behalf is paid for. If you do not pay for the services rendered then you would be in breach of a fundamental term of the contract.

Our Fees

Cost is a central consideration in any business decision. Our charging practices therefore focus on providing a professional service, charging our clients a rate for the job, which is demonstrably fair and reasonable. We attempt to be flexible in our charging approach and are happy to consider with you a variety of different funding options and their suitability.

As a business Premier Advocates Limited will only pursue a case for you on your behalf if it is in your best interests to do so. The chargeable hourly rate for our advocates is £90.00 per hour. This rate has been chosen in an attempt to make cases commercially viable from a business perspective and to allow the client to recover a reasonable sum in compensation relative to the amount the client would spend in fees pursuing the matter. However, not all cases will be commercially viable for the client or Premier Advocates Limited; if it is likely that the cost of pursuing the action is equal to or more than the likely compensation that you as the client stand to receive then the claim might not be in your best interests to pursue. From Premier Advocates Limited's perspective, unless you the client are getting a good return on fees incurred relative to compensation recovered then Premier Advocates Limited will not be able to pursue the Claim for you. Please also see our 'Cost / Benefit Analysis' & the 'Do you want to make a claim' sections of this document.

During your consultation with us we will establish with you what the most appropriate funding arrangement is which will allow you to maximise the amount you recover and minimise the amount you spend to do so and whether any claim is within your best interests to pursue. There are a variety of fee arrangements available; these include Contingency Fee Arrangements (No-Win-No-Fee) and the traditional hourly rate. During your consultations with us we will discuss with you the viability of the different methods taking into consideration your personal financial circumstances.

At the outset of your case, we will also give to you the following information:

- a. The best information as to the likely overall costs of your case, including a breakdown between fees and disbursements.
- b. The likely time to be spent, if time is relevant to our overall costs.
- c. If paying on an hourly rate, what that rate is.

Which method of meeting our costs is appropriate for you?

At the outset we will discuss with you all the alternative forms of funding. You are then free to choose any suitable fee arrangement that meets your own particular requirements.

Insurance

In certain instances, you may have some form of insurance cover in place to cover your legal costs. You will need to advise us of any Policies you hold so that we can assess whether you are eligible for Legal Expenses cover. If so, we can assist you in submitting your claim.

Cost / Benefit Analysis

It is important for you to be aware of the viability, financially and proportionately to risk as to whether you should proceed with your claim. We shall discuss with you the likely costs of your case as against the risks and the amount of compensation that you may "win" if successful. For example it is obviously ridiculous to spend £5,000 in fees to recover £300.

Costs against the losing party are rarely awarded in the employment tribunal. So if you are paying by the hour it will not be possible to recover your costs from the losing party. However should you lose your case this would also mean that you would not be required to pay the opposing sides costs. Costs are sometimes awarded against the parties in very rare circumstances. Your advocate will discuss with you what these circumstances are and advise you. You may also refer to the section called 'Costs generally' below.

Costs are sometimes awarded against the parties in very rare circumstances. The circumstances in which costs may be ordered against you are set out overleaf

The 2004 Tribunal Regulations provide that a Tribunal may make a Costs Order against a Claimant (or Respondent) where the paying party has in bringing the proceedings, or her or his representative has in conducting the proceedings acted vexatiously, abusively, disruptively or otherwise unreasonably, or the bringing or conducting of the proceedings by the paying party has been misconceived. The Tribunal may also make a costs order against a party who seeks an adjournment or postponement of a hearing.

A Tribunal may also make a Costs Order against a party who has not complied with a Tribunal Order or Practice Direction.

Do you want to make a claim?

Making a claim is a big decision. Premier Advocates Limited will only advise you to pursue a claim if it's within your best interests. Claims are official legal proceedings and you will be required to appear in court, possibly, on multiple occasions. Costs penalties can be also be imposed for presenting a claim that is vexatious or misconceived. As with any litigation there is always a risk. Premier Advocates Limited can offer Contingency Fee Arrangements which would mean the financial risk of paying for litigation (excluding disbursements) is shouldered by Premier Advocates Limited; this does however mean that Premier Advocates Limited would take a percentage of any compensation recovered, but also grants access to professional representation to people of all incomes. It may be in your best interests to pay by the hour, this would mean you the Client would bear the financial risk of litigation, but you would keep all compensation recovered, which dependant on when the matter concludes, could make you net result better off then had you undertaken no-win-no-fee, however should you bear the cost of litigation yourself and lose your claim then you could incur legal costs and lose money. You will be consulted with personally on these matters and what the best fee arrangement for your circumstances would be. You can also read more about the different types of fee arrangements Premier Advocates Limited offers below.

Contingency Fee Arrangements ("No-Win-No-Fee")

This method of charging is available for employment law disputes. It works on the basis that you pay us nothing if you lose with the exception of what are called "disbursements". (There is also a fee for early cancellation of the contract) These include sums that we have to pay out on your behalf, usually travel, parking, medical or expert reports etc. A fee could also be incurred for early termination of the contract.

If we succeed in recovering compensation from your employer then we would receive up to 35% of the total compensation. The amount we would receive varies dependent on when your matter is resolved.

If the matter is resolved before the issue of proceedings but after we are instructed then we would receive 20% of the compensation recovered. If the matter is resolved after the issuing of the claim form but before witness statements are created then we would receive 29% of the compensation recovered. If the matter is resolved after the creation of witness statements or during concluded Judicial Mediation or at a fully contested hearing then we would receive 35% of the compensation recovered.

"No Win No Fee" samples of fees

A case which is concluded during pre-claim negotiations at a rate of 20%

Example 1: The clients accepts £3,500.00, Premier Advocates Limited would receive £700.00

The Client would receive £2,800.00

Example 2: The clients accepts £5,000.00, Premier Advocates Limited would receive £1,000.00.

The Client would receive £4,000.00.

Example 3: The clients accepts £8,500.00, Premier Advocates Limited would receive £1,700.00

The Client would receive £6,800.00

Example 4: The clients accepts £10,000.00, Premier Advocates Limited would receive £2,000.00.

The Client would receive £8,000.00.

A case which is settled either via ACAS or through negotiations with the respondents or the respondent's representative, after disclosure of documents, but before witness statements have been created and exchanged, at a rate of 29%

Example 1: The clients accepts £5,000.00, Premier Advocates Limited would receive £1,450.00.

The Client would receive £3,550.00.

Example 2: The clients accepts £8,500.00, Premier Advocates Limited would receive £2,465.00

The Client would receive £6,035.00

Example 3: The clients accepts £10,000.00, Premier Advocates Limited would receive £2,900.00.

The Client would receive £7,100.00.

Example 4: The clients accepts £12,500.00, Premier Advocates Limited would receive £3,625.00

The Client would receive £8,875.00

A case which is settled at the Employment Tribunal or during Judicial Mediation in favour of the client at a rate of 35%

Example 1: The clients accepts £8,500.00, Premier Advocates Limited would receive £2,975.00

The Client would receive £5,525.00

Example 2: The clients accepts £10,000.00, Premier Advocates Limited would receive £3,500.00.

The Client would receive £6,500.00.

Example 3: The clients accepts £12,500.00, Premier Advocates Limited would receive £4,375.00

The Client would receive £8,125.00

Example 4: The clients accepts £15,000.00, Premier Advocates Limited would receive £5,250.00.

The Client would receive £9,750.00.

Please note that the fees payable are in relation to the total amount received from the Employment Tribunal

Hourly Charging Rate

This is the more traditional basis of charging. Our hourly rate is £90.00. Paying by the hour can work out cheaper in the long term and in the short term relative to using other funding methods. This is because the risk is burdened by the client. Whereas if a no-win-no-fee arrangement is used the risk would lie with Premier Advocates Limited.

Alternative mechanisms for funding and pursuing the Claim

The following alternative ways may be available to you in pursuing your claim. These will be discussed with you further during consultation:

- Advice under the Community Legal Service;
- Legal expenses insurance;
- Pro Bono representation; and
- Trade Union representation.

Payments

Our terms of business require payment to be made no later than 14 days from the date of the invoice unless we have told you in writing that a different payment date will apply. If any account is overdue for payment, we shall be entitled to refrain from continuing to do work for you. The Employment Tribunal has strict rules and deadlines for when stages of your case need to be completed by. If these are not adhered to then this could result in an adverse costs order being made against you by the Employment Tribunal. If you do not keep your account in sufficient credit or pay for invoices on time then Premier Advocates Limited may not be able to ensure that these strict deadlines are adhered to. As a result Premier Advocate Limited's most likely response would be to withdraw support and pass conduct of the case back to you so as to ensure that you have sufficient time to comply with the tribunal deadlines as an individual or seek alternative representation.

Monies

Premier Advocates Limited charges any hourly rate of £90.00 for it's by the hour service. If you are paying by the hour we require an initial payment of £400.00 on account for costs and disbursements. You can put more money on your account if you wish. As your case progresses and depending on when the matter ends your account may need to be topped up. We will contact you when your account drops below the threshold of £90.00 (1 hours' work) or no later than 2 weeks before the deadline of a known significant amount of work that will shortly be pending. Your account at this point will need to be topped up to cover the forecasted expenses. Money held by us for you, whether on account or otherwise, will be placed in our Client Account and you will be entitled to the interest which would have been earned, had it been held in a separate designated deposit account at Barclays Bank at a rate of 3.25% APR, unless the amount of interest is less than £20.00.

Taxation

It is the Client's responsibility to seek appropriate advice on any tax implications.

Complaints and Termination of Relationship

Our aim is to provide a service, which matches your expectations and instructions. If you are dissatisfied with any aspect of our service, please let us know as soon as possible. To resolve swiftly any client dissatisfaction, we operate a Complaints Handling Procedure which we have supplied with this documentation.

If you require an additional copy of the complaints procedure please contact us and we will send you one without delay. Any complaint will be investigated promptly and thoroughly and an explanation of the investigation will be given to you, in writing, if required. If you are not satisfied with this internal procedure, you may seek further help from the Claims Management Regulator.

The terms of termination of your agreement with Premier Advocates Limited are set out in your individual contract. You can terminate your agreement with Premier Advocates Limited at any time. All our contracts

are subject to the statutory 14 day cooling off period should you wish to cancel.

Confidentiality and Conflicts

All information regarding your business and affairs will be regarded as and kept confidential at all times unless you instruct us to disclose information or we are compelled to disclose it by law.

In order to protect your interests, we cannot act or continue to act in circumstances where there is an actual or potential conflict between your interests and the interests of another client of the company. If this situation arises during our dealings with you we will discuss the position with you and determine the appropriate course of action.

File Storage

We will store details and other papers relating to your matters for such time as we judge reasonable or for such time as we are required by law to do so, files or papers may be preserved on microfilm or by other means of image processing. We shall dispose of files or papers at the expiry of the relevant storage period in accordance with our office procedures.

Personal documentation needed to pursue the claim

Premier Advocates Limited has a responsibility under the Money Laundering Regulations to ensure it remains compliant by conducting customer due diligence when it enters into a new relationship with clients. Before we can take your claim on we need a copy of the following:

- A passport or driving license; and
- A utility bill or bank statement.

Money Laundering

We are required by law and HMRC to report to the Serious Organised Crime Agency any evidence or suspicion of money laundering. We are also prohibited from notifying our client of the fact that report has been made. We are required under the Money Laundering Act 2002 to have a procedure in place in order to avoid being involved in money laundering. In such circumstances you may be required to provide evidence of your identity if we are to receive money into our Client Account on your behalf.

Accident Book	Accounts	Appraisal Record	Bank Statements
Call logs	CCTV footage	Personnel file	Clocking in records
Staff handbook	Contract of Employment	Diary entries	Discussion papers
Emails	File notes	History or statistics files	Written HR advice
Insurance claims	Letters	Log-books	Memos

Minutes of meetings	Order book	Pay records	Receipts
Telephone recordings	Reports	Rotas	Sales Records
Particulars of employment	Tacograph records	Telephone bills	Text messages
Timesheets	Job description	Redundancy policy	Redeployment policy

Application forms including application forms of other candidates	Job advertisements and where they were placed	Person specification	Role specification
Interview notes and score sheets	Written guidance for interview panel	Equal opportunity's policy	
Redundancy selection criteria	Written records of process leading up to redundancy	Other employees redundancy score sheets	Personnel records of other employees

Employment Tribunal Fee's

As of 29 July 2013 the Employment Tribunal is introducing a number of new fees. The two primary fees likely to affect you are the issuing fee and a second fee required for the final hearing to be heard. These fees would be payable by you the client. However in some circumstances you may qualify for a fee remission. During your initial consultation we will look to see if you may qualify for a remission and we will use reasonable endeavours to guide you through this process. We have a fee remissions calculator to quickly assess whether you may qualify. Please see below for a detailed explanation of the new fee structure being implemented in the Employment Tribunal

The first type of fees to address is what is called the 'issue fee' and the 'hearing' fee. The issue fee is a fee for presenting a claim form to the Employment Tribunal and commencing the proceedings. The hearing fee is a fee payable required for a full hearing to take place. There are two levels of issue and hearing fee in the tribunal, depending upon whether the claim is what is called a 'Type A' claim or a 'Type B' claim. The cost for each type is set out overleaf:

Amount of fee - claim made by a single claimant

Fee type	Type A claim	Type B claim
1. Issue fee	£160	£250
2. Hearing fee	£230	£950

Type A claims are, in the main, more straightforward type claims for defined sums, such as unauthorised deductions from wages, redundancy payments and holiday pay etc.

Type B claims are more complex in nature and they include claims such as unfair dismissal, discrimination, whistleblowing and equal pay. There are more type A and B claims than what are listed here; during your consultation we will establish with you what types of claims you have and whether they are type A or type B claims.

An application to the Employment Tribunal must be accompanied by the appropriate fee or fee remission application. The last date your application can be received by is the limitation date on your particular claim, after this date you would no longer be able to present a claim; the fee would therefore need to be paid no later than this date. You will be advised during your consultation about your limitation date and any fee your claim carries. If your claim is sent to the Employment Tribunal without a fee but your claim is still within the limitation date, then you would be afforded with further opportunity to present your fee or the Employment Tribunal may stipulate a date that it requires the fee by. Should you choose Premier Advocates Limited to handle your claim for you we will help to ensure that the issuing of your claim runs smoothly.

The hearing fee is a fee required for your case to be heard at an Employment Tribunal. The Government has indicated that it was its intention to require the hearing fee to be paid before any hearing. During your consultation we will look to see whether you may qualify for a full or part remission of this fee.

Amount of fee – group action fee

<i>Type of fee</i>	<i>Number of claimants/amount of fee</i>		
	<i>2-10</i>	<i>11-200</i>	<i>Over 200</i>
Issue fee	£320	£640	£960
Hearing fee	£460	£920	£1380

Type B Claim

<i>Column 1 Type of fee</i>	<i>Column 2 Number of claimants/ amount of fee</i>		
	<i>2-10</i>	<i>11-200</i>	<i>Over 200</i>
Issue fee	£500	£1,000	£1,500
Hearing fee	£1900	£3,800	£5,700

As well as the issue and hearing fee, there are also 'application-specific fees' in the tribunal, payable by the party who makes the application. These fees if applicable would be payable by you. However these fees are less common and may not even be needed at all for your case. We will advise you about these fees if they are relevant to your case. The date a fee of this type would need to be paid by is on a date specified by the Lord Chancellor in a notice following the making of the application. Please see below for the types of application and their respective fee:

<i>Type of application</i>	<i>Type A claim</i>	<i>Type B claim</i>
Reconsideration (i.e. review) of a default judgment	£100	£100
Reconsideration (i.e. review) of a judgment following a final hearing	£100	£350
Dismissal following withdrawal	£60	£60
An employer's contract claim by way of application as part of the response to the employee's contract claim (i.e. a counterclaim)	£160	

Regulation

Premier Advocates Limited is a registered Claims Management Company and is regulated by the Claims Management Regulator in respect of regulated claims management activities. Authorisation Number: [CRM31903] and its registration is recorded on the website <http://www.justice.gov.uk/claims-regulation>