

## No-Win-No-Fee Agreement

**Dated:**

<b>I, Tom Street</b> Tom Street & Co. 2B Bath Street Frome Somerset BA11 1DG	<b>You, the Client</b>
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This agreement covers your employment tribunal claim relating to your employment with [ ].

### 1. Our Responsibilities

We must always act in your best interests in pursuing your claim and obtaining for you the best possible results, subject to our duty to the tribunal; we must explain to you the risks and benefits of taking legal action; we must give you our best advice about whether to accept any offer of settlement.

### 2. Your Responsibilities

You must give us clear instructions which allow us to do our work properly; you must not ask us to work in an improper or unreasonable way; you must not deliberately mislead us; you must co-operate with us when asked; you must go to the tribunal hearing when asked; you must pay for tribunal expenses in advance (limited to £250 plus VAT).

### 3. What happens if you Win?

- 3.1. If you win the case (which means that your case is decided in your favour whether by a tribunal or an agreement to pay you damages) you pay us 35% of your compensation/award/damages or any settlement in respect of your claims ("damages") inclusive of VAT (currently 20%) plus any tribunal expenses.
- 3.2. You agree that we may receive the damages your opponent has to pay so that we can deduct our percentage and forward the balance (65%) to you immediately.
- 3.3. If your opponent fails to pay any damages owed to you we have the right to take recovery action in your name to enforce a judgment, order or agreement. Any enforcement expenses (court fees etc) are payable by you.
- 3.4. It is possible, although rare, that the employment tribunal will order your former employer to give you your job back, either in your original position or in another position. It is also possible that your employer may offer you your job back without the tribunal order. This may be made alone or considered with damages or back pay. For the purpose of deciding how much you have won for the

purpose of calculating the 35%, if you get your job back, this will be valued as 3 months average gross pay of which we take 35% in addition to 35% of any other damages awarded or back pay received.

#### **4. What happens if you Lose?**

If you lose you do not have to pay us anything, except our tribunal expenses (limited to £200 plus VAT).

#### **5. What happens when the Agreement Ends Before the Case Itself Ends?**

5.1. You can end the agreement at any time. You are then liable to pay our costs and tribunal expenses incurred up to the date you end the agreement at the rate of £200 per hour ("the hourly rate") with letters and telephone calls charged at £20 each unless they last for longer than six minutes in which case they will be charged at the appropriate proportion of the hourly rate. All of the figures attract VAT at the standard rate.

5.2. We can end the agreement if you do not keep to your responsibilities in condition 2. You are then liable to pay us our costs and tribunal expenses incurred up to the date the agreement ends calculated at the hourly rate.

5.3. We can end the agreement if we believe that you are unlikely to win and you disagree with us or if we believe that the duration of the case makes it uneconomical for us to continue to represent you. In these circumstances, you do not have to pay us anything.

5.4. We can end the agreement if you reject our opinion about making a settlement with your opponent. You are then liable to pay us our costs incurred up to the date the agreement ends (unless your damages are 20% more than the offer we advised you to accept in which case you do not have to pay us anything).

5.5. After the agreement ends we will apply to have our name removed from the record of the tribunal proceedings in which we are acting.

#### **6. Costs**

6.1. The general rule in employment tribunal proceedings is that, irrespective of the outcome, both parties pay their own legal costs. Employment tribunals have the power to award costs in very limited circumstances (where a party has in bringing or conducting the proceedings acted frivolously, vexatiously, abusively, disruptively or otherwise unreasonably).

6.2. If we recover costs on your behalf they belong to us. In other words, if you win, you will pay us 35% of your damages whether or not we also recover any costs from your opponent.

6.3. In the unlikely event that you are ordered to pay costs to your opponent, then those costs will be payable by you.

Signed .....  
On behalf of Tom Street & Co Limited

Dated .....

Signed .....  
[client name]

Dated .....