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Terms of Business

THESE TERMS MUST BE RETURNED WITH YOUR £25 + VAT (29.37) REGISTRATION FEE MADE PAYABLE TO ELAC OR YOUR CASE MAY BE RETURNED UNLESS YOU HAVE ALREADY PRE-REGISTERED: IN WHICH CASE, PLEASE ENTER YOUR REGISTRATION NO. HERE _____

WE AGREE

1. On receipt of your registration fee, we pay all Consultants' fees and all costs to prepare your case and represent you at Hearings, Case Management Discussions and Pre-Hearing Reviews, but for any medical reports or expert witnesses (which we will not pay). You pay nothing more until your claim is concluded.
2. We will negotiate with ACAS to try to achieve reasonable settlement and to draft any submissions for you.
3. We observe strict confidentiality unless you instruct us to seek publicity for you but reserve the right to use details of your case in future publicity/material on cases we have handled.
4. Most settlements/awards are paid promptly. We are not responsible for their collection, but will assist with credit control action including, if necessary, county court action on your behalf.

YOU AGREE

5. Not to misinform us; to disclose all documents and not knowingly leave out relevant information; to answer questions arising from your claim promptly so that we can meet Tribunal Orders. If this includes a medical report, you will pay the cost of this (doctors charges vary, generally between £15-£65, but may be reclaimable if Ordered by a Chairman).
6. If you have witnesses, you will contact them and get their agreement to attend and a draft of what they will say, and advise us of this. We will assist with their statements and, if necessary apply for a Witness Order.

OUR COSTS

7. If your case is settled, we will retain 30% + VAT of the settlement amount. If it goes to a Tribunal Hearing, we provide the trial bundle, statements and representation and will retain 35% + VAT of any award to you. (For re-instatement, 35% + VAT of any back pay.) If you lose, then no fees are payable, unless you have deliberately breached these terms.
8. Genuinely incurred disbursements will be charged at cost. Travel to/from the Tribunals is at 20p a mile.
9. If you lose, but we successfully represent you at the Employment Appeals Tribunal a further 5% + VAT is payable. If you lose the appeal no fees are due. If you take any action which prevents us from acting at any stage and the case ultimately succeeds, 30% + VAT of any monies receivable is payable to us.
10. We may withdraw from representing you in the event of behaviour or information which impacts on your prospect of success. If you withhold evidence, give false information or act to the detriment of the Company or its agents, you will be liable for a £100 penalty, disbursements, Consultants fees @ £55 per hour + VAT.
11. If you refuse to accept a reasonable offer of settlement against our recommendation, 30% + VAT of the amount offered in settlement is payable. You agree that any monies due will be forwarded to the Company and that we will then deduct our fee and the balance will be forwarded to you.

YOUR COSTS

12. The Tribunals do not automatically award costs against you, but they can do so if you refuse to co-operate or by bringing a case frivolously or vexatiously. Should costs arise, you agree that you will pay any costs, arising from any cause. You and your witnesses can claim expenses for attending the Tribunals.

Your declaration: I agree to the above conditions and authorise you to act on my behalf, including making and implementing all decisions relevant to the completion my case including documents and conciliation.

Note: applications submitted online will be deemed to have accepted these terms.

Please read carefully.

Signed		Signature
Name in full	Date	