

JF Legal



Services Ltd

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TERMS OF BUSINESS

This document sets out all the terms and conditions under which JF Legal Services Ltd ("JFLS") will represent and advise you. These terms apply to all work undertaken by JFLS on your behalf and form the entire agreement between the parties. No other document, information, advice or correspondence stands in place of these terms of business in respect of the contract between us.

This agreement is not valid unless and until it has been signed as accepted by you, and subsequently countersigned by JFLS (see "Acceptance of Terms" below).

If you have any questions, JFLS is happy to deal with these in order to ensure that you are clear on the agreement before you accept. If you are not clear, it is your obligation to contact us and clarify any matters that you are unclear on.

Before signing this contract, please note you may be able to obtain free help from ACAS, the CAB or the Bar Pro Bono Unit or similar agencies.

If you are clear on the terms below, please sign and return this document to JFLS at your earliest convenience.

JF Legal Services Ltd

1. JFLS is owned by Mr Jason Frater and regulated by the Financial Conduct Authority in respect of regulated claims management activities. Further details can be found here: <https://register.fca.org.uk/>.
2. JFLS offers specialist employment law services and represents only in Employment matters.
3. More details about our services can be found on our website: www.JFLS.org.uk.
4. The person dealing with your matter is Mr Jason Frater, who is a Lawyer and Advocate. He can be contacted by email at [] and by telephone on [].



Instructions

5. It is necessary to set out what JFLS understands our instructions to be in order to act for you. In the event that the below is incorrect, please contact us urgently.
6. In this case we are instructed to:

[].

Fee Structure

7. The fees which apply to your matter (as set out under "Instructions" above) are an hourly rate of []. This will be billed in six-minute increments.
8. If any additional work (i.e. not set out under the Instructions above) is required, then this will be charged at a rate agreed in advance of the work being undertaken.
9. You will also be charged for time spent on preparation, travel and attendance, at a rate agreed in advance of the work being undertaken.
10. If any matter is urgent (for example, JFLS receives notification on a Friday that a matter is due the following Monday, requiring work to be undertaken over the intervening weekend), JFLS reserves the right to charge an increase in its fees of thirty three percent. This charge applies only to the urgent work and you will be informed in advance that the matter is considered urgent by JFLS.
11. Please note you may wish to check your house insurance or any other insurance policy you have as there may be a Legal Expenses Insurance Policy upon which you could claim.

Payment in advance

12. JFLS may require the payment of fees for any work to be undertaken in advance of that work commencing. You will be notified as soon as possible if that is the case. At all times where attendance at a hearing is required, we reserve the right to require that the fees (including disbursements) must be paid at least seven days before the hearing.
13. To be clear, JFLS is not required to prepare for or attend a hearing to represent you if payment has not been received seven days in advance.



Payment in arrears

14. JFLS works on payment in arrears. You are billed each month after the work, save for attendance at hearings as set out above.
15. Any bill which remains unpaid after fourteen days, may attract interest at the court approved rate and may be considered a debt.

Disbursements

16. You will also be responsible for any costs incurred as disbursements, such as expert reports, photocopying, hotels, fuel and car parking. These will be charged to you at the cost to JFLS and must be paid on account in advance of being incurred. It is a fundamental term that disbursements are paid in advance. For the avoidance of all doubt, this means that if JFLS does not receive payment for disbursements in advance, it has the right to terminate this agreement.
17. An expert report could be in excess of one thousand pounds subject to the complexity of the matter and details required. Hotels will not exceed one hundred pounds per night unless absolutely necessary.
18. You will also be liable for the any court fees, should they be charged.

Liability for fees

19. As a signatory to this agreement, you will be liable for all fees incurred. This remains the case even if a third party such as a relative or insurer may cover some or all of the costs. If there is any shortfall between the fees incurred and any payment made by a third party, this will be due from you.
20. You may wish to provide a copy of this agreement to any third party who has offered or agreed to pay any or all of your fees.
21. JFLS repeats that before entering this agreement you may be able to seek assistance for free from such organisations as the Free Representation Unit, the Citizens Advice Bureau or ACAS.

Payment of fees

22. Payment of fees is to be made to JFLS' account, as set out in your client welcome letter.



Interest

23. Where monies are paid on account, no interest will be returned to you.
24. The exception to the paragraph above is where the interest due to you exceeds twenty pounds.

Contesting the bill

25. In the event you are unhappy with JFLS' bill, you may ask the court to have it assessed. You should do this as soon as possible. However, JFLS would ask that in the first instance you contact the firm to discuss any matter you are unhappy with, so that we may have the opportunity to help.

Reducing costs

26. You can mitigate or minimise your legal fees by undertaking some of the work yourself, such as drafting witness statements in the first instance. If you are organised and provide the documents to JFLS in a logical and clear way, this will also save time and therefore costs.
27. JFLS must note that some conduct on your part can increase fees, such as failing to provide clear instructions, failing to provide requisite evidence or even withholding relevant information from the firm. Failing to provide documents and instructions in a timely manner can also lead to increased costs.
28. However, JFLS also recommends, if there is sufficient time to do so, that it seeks to make contact with the proposed Respondent before any claim is lodged (with the associated costs) on a "Without Prejudice" basis in order to seek to resolve the matter to your satisfaction.
29. Before lodging a claim, it is now necessary to contact ACAS. Please note that JFLS can not contact ACAS on your behalf in order to start the conciliation process; however, once contact has been made, you may, if you wish, have JFLS correspond with ACAS on your behalf by simply notifying them of this. For further information in respect of the requirement for a Claimant to notify ACAS, please see: <https://ec.acas.org.uk/Submission/SingleClaimantPage>.
30. It is of note that, upon application to ACAS, the time limit to apply to the Employment Tribunal is extended, please see: <http://www.acas.org.uk/media/pdf/c/h/Early-Conciliation-flowchart.pdf> for further information.
31. In order to mitigate costs, JFLS also operates a correspondence by e-mail policy. If you wish for documents to be sent in hard copy to yourself or the Respondent, please notify JFLS in writing.



Timescales

32. It is fundamental that any claim is lodged in the Employment Tribunal within three months of the matter complained of (for example, the date of dismissal in respect of an unfair dismissal claim, or the date of a discriminatory act).
33. It is very rare for there to be any extension of time granted to a Claimant to lodge a claim beyond three months (except in relation to ACAS, as set out above).
34. If the matter complained of took place more than three months ago, please notify JFLS immediately.

The Risks

35. Employment Tribunal claims can be expensive. It is important for you to be satisfied that you wish to pursue your case in light of the likely costs and potential outcome which might be achieved at Tribunal. It can be quite expensive to even draft the Particulars of Claim.
36. A Risk Assessment can be undertaken by JFLS to provide you with a formal opinion in respect of your prospects of success and any next steps which it might be appropriate to embark upon.
37. Alternative and possibly cheaper representation may be sought from other bodies such as the Free Representation Unit or your trade union (if you are a member). You may also have a legal expenses policy which may assist you.
38. It is also possible to represent yourself or indeed have a friend represent you.
39. There is a risk of a Costs order being awarded against you, and there are a number of grounds upon which a Tribunal might order this, including improper conduct on your part or the bringing of a claim which had no prospects of success. Whilst unusual, it is more common for a Claimant to have a Costs order made against them, than a Respondent.
40. It is possible to obtain insurance which can protect you against paying the Respondent's costs. JFLS cannot offer this; however, further information may be obtained here: http://www.abi.org.uk/Information/Consumers/General/What_is_Legal_Expenses_Insurance.aspx

JFLS' Approach

41. JFLS' aim is to assist you in achieving your legitimate objectives. We have agreed that your objective is:
[].



42. If this is not your objective, please contact the firm urgently.
43. If at any point your objective changes, please confirm this in writing to JFLS. Otherwise, it will continue to act in accordance with achieving the objective set out above.
44. It is fundamental to bear in mind that your representative's first duty is to the Court, and that they will at all times act in accordance with this duty. If they believe that your instructions interfere with that duty, you will be notified of this. If we are unable to resolve the matter, then JFLS will have no alternative but to terminate this agreement (see "Cancellation" below).

Money Laundering

45. In order to comply with current legislation, JFLS requires proof of your identity, such as a copy of your passport or driving licence (as photo identification) and a current utility bill (as proof of address); this must be provided before work can be undertaken.
46. JFLS has a duty to report concerns to the National Crime Intelligence Service if it becomes aware of or has reasonable cause to suspect any organisation or person is involved in money laundering. This duty overrides client confidentiality.

Cancellation

47. You have the right to cancel this policy at any time with immediate effect. If you wish to exercise this right, please notify JFLS in writing. Upon receipt of notice of cancellation, JFLS will stop working on your matter with immediate effect.
48. You also have the right to cancel this contract within fourteen days without penalty. If you cancel within fourteen days, you will be entitled to the return of any monies paid including any payments in relation to any insurance policy, loan or other agreement taken out in relation to this agreement. If your matter requires work to be undertaken urgently, you may waive this right by way of a "Waiver of Cancellation" document which will be provided to you separately.
49. If you wish to exercise your right to cancel this contract, then it would be helpful if you could provide JFLS with either your alternative lawyer or your confirmation that you intend to represent yourself, so that we may advise the Tribunal of the same, in order to ensure the smooth transition of your matter.
50. If you cancel after the fourteen-day cooling off period, please note that any monies you have paid to JFLS during this time would be refunded, less any fees incurred before the contract was cancelled.



51. Please note that JFLS has the right to retain any and all documents provided to it, unless and until its bill is settled.
52. You are required to be honest with your representative. If it is discovered that you have been misleading JFLS or acting inappropriately such that JFLS will be unable to continue acting for you, you will be notified in writing and our agreement will be terminated.

Confidentiality

53. Your instructions and any documents provided by you are treated as confidential and will not be disclosed to any third party (except as required by Law). Consent to other disclosures, for example to the Press, must be agreed by you in writing. Most Tribunal cases take place in open court and by participating in proceedings, you will normally waive your right to privacy in relation to matters addressed in open forum.

Complaints Policy

54. Whilst JFLS will endeavour to undertake all work on your behalf to a high standard, if for any reason you have any complaint whatsoever about JFLS or the work undertaken, please email Mr Jason Frater at the above address, with the title "Formal Complaint" in the subject line.
55. Your complaint will be acknowledged within five business days of receipt.
56. Mr Frater will then investigate your complaint and respond as soon as is practical but, in any event, within twenty eight days of receipt. If JFLS is unable to provide a final response within twenty eight days, then we will write to you to explain why and confirm when you may expect to receive a final response.
57. In the above circumstances, JFLS will then provide a final response within eight weeks or confirm why we are unable to do so.
58. It would be helpful if the complaint could also set out the steps you believe JFLS should undertake to remedy the situation to your satisfaction.
59. If you remain unhappy with the response provided by JFLS, then you may refer the matter to the Legal Ombudsman who can be contacted at:

Legal Ombudsman
PO Box 6806



Wolverhampton
WV1 9WJ

e-mail: enquiries@legalombudsman.org.uk
Telephone: 0300 555 0333

- 60. None of the above complaints will affect your statutory rights.
- 61. Please note that in the event that the complaint is raised more than six months after the event complained of, we reserve the right not to consider the same. For any complaint made outside of the six-month time limit, JFLS will write to you and confirm whether or not it will consider this complaint.

Acceptance of terms

- 62. Please sign and return a copy of this agreement. It is only once a signed copy of this agreement (and identification as noted in your Welcome Letter) have been confirmed as received by JFLS, that we will be able to act on your behalf.

Changes

- 63. If there are any changes to the points in this agreement, JFLS will notify you as soon as possible in writing. If you do not confirm agreement to the same within seven days of receipt, the contract between us will be terminated and you will be charged for the work undertaken to that point at the rates agreed under paragraph 7 above.
- 64. These terms will apply from the date on which JFLS countersigns this agreement. Any delay in enforcing JFLS' rights under these terms, will not amount to a waiver or variation of any sort and any changes to these terms must be confirmed in writing by JFLS.

Client's Signature:

Date:

Signed for and on behalf of JFLS:

Date: