

PRICE TRANSPARENCY

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HR and You Ltd Employment Law Services and Pricing

Our Experience and qualifications

We only ever support you with experienced HR Professionals in all matters should we need to provide you assistance in any area Employment Law related we will rely on our outsourced Consultant Team.

Our Transparency and commitment in pricing

We are committed to providing you with the most accurate information in all matters and this includes the overall costing, this may be upon engagement and at whilst your matter progresses.

As part of our continued commitment to you we will also provide you with a comprehensive breakdown where relevant including if applicable available options in relation to services, we do this to ensure you are armed with as much information and are supported.

HR and You Ltd Fees

Quotations, Estimates and Fees

If we provide you a fee quotation or estimate this will be upon your request:-

A **quotation** is a proposal by us to carry out specified work for a stated fee, any proposals will be in writing to you setting out the work that will be included and any work that is to be excluded. Quotations are provided on the information available and the circumstances known to us being, remaining materially correct and not changing. If the quotation is then accepted on those terms by both parties.

Where work is carried out more than that specified, fees for the additional work will be chargeable at our applicable standard hourly rates.

We reserve the right to charge additional fees on the same basis for material additional work arising from circumstance known to you when you accepted the proposal, but did not disclose, or which are materially different from those envisaged when we provided our quotation.

All our fees and disbursements are quoted exclusive of Value Added Tax (at the prevailing rate) where applicable.

An **estimate** is an indication that is made in good faith to you, of our likely fee for carrying out the work, this estimate based on information at the time the estimate is provided to you. An estimate does not amount to a contractual commitment on our part to carry out the work for the fee provided to you and is subject to change. We will notify you should it become apparent that our fees are likely to exceed expectations, should this be the case we will discuss and establish a way forward.

Charging Rates

Unless we have agreed a quotation or made another specific agreement with you, we will invoice you based on the time of our professional Associate has been engaged on your matter.

These rates will not be inclusive of any enhanced rate or value of element for work/s that is particularly complicated, needs to be carried out quickly, in an inconvenient location, such an increase will only be added with prior agreement or where we have stimulated an increase for such factors prior to embarking on the work. Our charging rates may be reasonably adjusted from time to time but will not be adjusted more frequently than on an annual basis.

Detailing Information

Upon your request we will provide you with a full breakdown of the fees and expenses incurred to date.

Settlement Agreements

As an Employer and acting on your behalf we can advise you on any settlement agreement matter. As this is a legally binding contract which severs the employment relationship by way of a clean break, it must include all entitlements. It is a legal requirement that it is signed by a solicitor.

We will guide you through the matter to get you to this point, explain what any potential causes of action / claims are, value them, then ensure any settlement is not liable to claims.

The ACAS Code of Practice on Settlement Agreements recommends that Employers should provide **10** calendar days being provided the written settlement agreement to take advice from a solicitor.

You are reminded that as the Employer you are liable for your own and for the cost of the legal fees in negotiating / signing the settlement agreement for your Employee, Employer costs are detailed below as a guide, Employee only costs range from:

- Simple case: £1,450.00 (Exclusive of VAT)
- Medium Complexity case: £2,350.00 (Exclusive of VAT)
- High Complexity case: £3,400.00 to £6,000.00 (or above in exceptional circumstances) (Exclusive of VAT)

Unless otherwise agreed in our pricing, our Employer only costs and as set out as a fixed fee basis as detailed below:

- Simple case: £1,950 to £5,900 (Exclusive of VAT)
- Medium Complexity case: £5,900 to £12,000 (Exclusive of VAT)
- High Complexity case: 12,000 to £50,000 (or above in exceptional circumstances) (Exclusive of VAT)

Settlement Agreement Employee Assistance

We can advise Employees on any settlement agreement which your employer has asked you to sign. As this is a legally binding contract which severs the relationship with your employer by way of a clean break, it must be inclusive of all your entitlements, you will have no option to bring a claim against your Employer so must be sure all areas are covered.

It is a legal requirement that it is signed by a solicitor, to be enforceable, so you do need to consult with an expert employment law solicitor on terms that are included.

At HR and You Ltd, we will go through all the details of what has happened to get you to this point, explain what your potential causes of action / claims are, value them, then compare this to what is being offered. It may be that you have already decided to accept the offer and move on, however the offer may not present a good deal when considering the value of your potential claims.

We will always offset this against the risk of any litigation plus the timescale it could take to pursue your rights through the Tribunal compared to taking the employer's offer.

The ACAS Code of Practice on Settlement Agreements recommends that Employees should be given 10 calendar days after receipt of the written settlement agreement to take advice from a solicitor, we advise that you do not delay in getting in touch.

Your Employer will pay a contribution to your legal fees in negotiating / signing the Settlement Agreement. We will undertake the work for an agreed fee.

If the contribution does not cover this, we will negotiate this with your employer.

Unless otherwise agreed in our pricing we can work on a fixed fee basis as detailed below:

- Simple case: £750.00 (Exclusive of VAT)
- Medium Complexity case: £1,250.00 (Exclusive of VAT)
- High Complexity case: £1,400 to £2,300 (or above in exceptional circumstances) (Exclusive of VAT)

Litigation Fees

There are special rules about litigation costs and fees, and these will be sent to you separately where you are involved or could become involved in litigation.

Employment Tribunals

We undertake work connected with Employment Tribunals; this work will be undertaken by a qualified Solicitor; we also may instruct a Paralegal to assist.

We will confirm to you details of the specific fee earners who will deal with your case, and these will be identified in the Client engagement letter.

Bringing and defending claims for unfair or wrongful dismissal will be:

- Simple case: £9,000 to £17,000 (Exclusive of VAT)
- Medium Complexity case: £17,000 to £45,000 (Exclusive of VAT)
- High Complexity case: 45,000 to £120,000 (or above in exceptional circumstances) (Exclusive of VAT)

Please note the prices above are fee estimates only. They are not an agreement to a fixed fee.

We do not give preferential rates in any circumstances.

Factors that could make the case more complex include:

- If it is necessary to make or defend applications to amend claims or to provide further information about an existing claim.
- Defending claims that are brought by litigants in person and/ or against a number of parties.
- Making or defending a costs application.
- Difficulty taking instructions and/ or changing your instructions or acting differently from the original basis of instruction.
- Other parties involved and their advisers not co-operating and/ or not acting reasonably and promptly.
- You are adopting an unreasonable position during negotiations or seek terms which are unlikely to be agreed or conceded.
- Complex preliminary issues such as whether the claimant is disabled (if this is not agreed by the parties), whether the claims are brought in time (jurisdiction issues), whether the Employment Tribunal is the correct tribunal/ court for the case to be heard.
- The number of witnesses and documents.
- A number of different claims being brought at the same time.
- If it is an automatic unfair dismissal claim e.g. if you are dismissed after blowing the whistle on your employer.
- Allegations of discrimination which are linked to the dismissal (or otherwise).

We charge an additional charge for a HR and You Ltd fee earner attending a Tribunal Hearing. Should you want a member of our team to attend the Hearing then the daily charges will be between £9450 and £2,700 (excluding VAT) depending on level of seniority of fee earner required. The number of days attendance would depend on the complexity of the case and the number of days for which it is listed and would be agreed with you.

Disbursements

Disbursements are costs related to your matter including but not limited to those that are payable to third parties, such as court fees, as well as costs such as our travel expenses and photocopying charges and registered mail/ couriers where appropriate.

We handle the payment of the disbursements on your behalf to ensure a smoother process and we will invoice you for those disbursements. Hearings can be undertaken by either HR and You Ltd or Counsel (“advocates”).

We estimate that advocate’s fees would be as follows:

Description	Fee £ (excluding VAT)
Brief fee (fee for reviewing papers preparation for hearing and first day of hearing):	£1,290 to £4,000 (depending on experience of the advocate)
Daily rate: rate for each day thereafter:	£1,290 to £3,400 per day (depending on experience of the advocate) for attending a Tribunal Hearing.

We may also involve Counsel in reviewing and/ or drafting the claim/ response and/ or witness statements.

Key stages

The fees set out above cover all the work in relation to the following key stages of a claim:

- Taking your initial instructions, reviewing the papers, and advising you on merits and likely compensation (this is likely to be revisited throughout the matter and subject to change)

- Entering ACAS pre-claim conciliation where this is mandatory to explore whether a settlement can be reached/ dealing with request for ACAS pre- claim conciliation
- Preparing claim or response
- Reviewing and advising on claim or response from other party
- Exploring settlement and negotiating settlement throughout the process
- Discussing options/ tactics with you
- Preparing or considering a schedule of loss
- Preparing for (and attending) a Preliminary Hearing
- Dealing with disclosure of documents, including liaising with you, exchanging documents with the other party, and agreeing a bundle of documents
- Taking witness statements, drafting statements, and agreeing their content with witnesses
- Preparing bundle of documents
- Reviewing and advising on the other party's witness statements
- Agreeing a list/ statement of issues, a chronology and/or cast list
- Preparation and attendance at Final Hearing, including instructions to Counsel
- Liaising and corresponding with you, the Employment Tribunal, and the other side throughout

The stages set out above are an indication and if some of stages above are not required, the fee will be reduced. You may wish to handle the claim yourself and only have our advice in relation to some of the stages. This can also be arranged on your individual needs.

How long will the matter take?

The time that it takes from taking your initial instructions to the final resolution of your matter depends largely on the stage at which your case is resolved.

ACAS early conciliation may last up to 4 weeks and can be extended by up to 2 weeks by the ACAS conciliator where they believe that there is a reasonable prospect of reaching settlement by the end of the extended conciliation period and both parties agree.

If your claim proceeds to a Final Hearing, a typical 2-day unfair dismissal hearing in the Manchester or Liverpool Employment Tribunal would currently expect to be heard within 6 – 9 months depending on Tribunal resource. This is just an estimate, and we will of course be able to give you a more accurate timescale once we have more information and as the matter progresses.

For more information on the employment tribunal system please visit:

<https://www.gov.uk/courttribunals/employment-tribunal>

For more information on bringing a claim see: <https://employmenttribunals.service.gov.uk/apply>

For more information on what to do if you are being taken to an employment tribunal please see:

<https://www.gov.uk/being-taken-to-employment-tribunal-by-employee>

Alternative funding sources

Please note that you may have other funding options available, such as cover under an insurance policy and/ or membership of a trade union. We will discuss these options with you at an early stage.

If you feel you have access to alternative funding arrangements, then please make this known to us.

Subject to the merits of a claim, alternative funding options may be explored (where appropriate) on request.

How to contact us

You can contact a member of the HR and You Ltd Employment Law team for a free and impartial conversation in the first instance on: 0333 006 9489 or email us at info@hrandyou.co.uk

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