

## Contingency Fee Agreement

A legally binding contract between Action 4 Equality (Scotland) Limited and you.

**YOU:** \_\_\_\_\_

- Please read and complete the pre-contractual documentation before signing this agreement -

- Please see the explanatory note for further information and explanations -

### Parties

#### What is covered by this Agreement?

1. We will arrange advice, assistance and representation in pursuing a claim for equal pay, payments of any kind due to you and other disputes with your employer related to equal pay. This includes going to the Employment Tribunal and/or Sheriff Court and/or mediation. We will instruct solicitors where necessary and, where appropriate, Counsel to take all necessary steps in any legal proceedings and we will be responsible for their fees.

#### Our commitment to you.

2. We will always act in your best interests in pursuing your claim and try to get the best possible result, subject to any duty to the Tribunals and the Courts. We, in conjunction with any appointed lawyers, will ensure you have the best advice about the risks and benefits of taking legal action and whether to accept an offer of settlement.
3. We expect to be your sole claims management representatives but will where appropriate, appoint solicitors and/or counsel to act on our behalf. Please see the explanatory note for further information on legal representation. You are free to instruct anyone else to advise, assist or represent you in connection with your claim, but if you do this without our approval, we can terminate this Agreement and charge you for the work done in accordance with this Agreement. You are also free to settle your claim at any time, but if you do this without our approval, or against our advice, we can terminate this Agreement and charge you in accordance with this agreement.

#### Our Service Commitment

##### 4. Our Service commitment is as follows:

- A. We will request and obtain information from you regarding a potential claim against Glasgow City Council (GCC) in consideration of your employment-related claim
- B. We will provide you with impartial advice on the risks and benefits associated with pursuing a claim against GCC
- C. A4ES will represent you, the claimant, in lodging an application for Early Conciliation to The Advisory, Conciliation and Arbitration Service (ACAS) to offer GCC the option to resolve dispute outside of court.
- D. You will be advised on any settlements offered by GCC as a result of determinations made through ACAS. Where no suitable offer is made, we will represent you further and submit a claim against GCC via Employment Tribunal or the Sherriff's Courts, depending upon the nature of your claim.

- E. We will investigate the merits of your claim following completion of GCC job evaluation process in 2021.
- F. You will be advised as to the merits of any proposed settlements, should you qualify for compensation as a result of findings following completion of GCC's job evaluation process.
- G. Where you are offered compensation, you will be liable to pay our fee which is 10%+VAT or 20%+VAT depending upon your claim. Our fee is calculated on the gross amount of compensation if awarded to you.
- H. If the claim is unsuccessful, we will investigate the merits of an appeal, and advise you as to our opinion of such merits with a view to representing you in such an appeal, if in our opinion the claim it merited and economically justified
- I. If the claim is further found to be unsuccessful, you will not be liable for any costs associated with the aforementioned process or claim generally.
- J. We will keep You updated on the progress of Your claim as it progresses. We will provide you with, at minimum, updates every 6 months from having submitted your claim. If we have received any information regarding the progression of your claim this will be provided to you promptly, with the next notification occurring 6 months from this point. If we do not receive a material update, we will inform you as such upon the designated notification period.

#### **Your commitment to us (Customer Claim Steps).**

5. By your signature, you agree to the following:

- A. You will give us clear instructions and information to allow us to represent you properly.
- B. You will not ask us to represent you in an improper or unreasonable way.
- C. You will not deliberately mislead us.
- D. You will co-operate with us when asked.
- E. You will tell us about any important changes to your personal or employment circumstances as soon as possible, including contact information.
- F. You authorise us to obtain on your behalf any information we need from anyone concerning your claim. We can share information about your claim with our solicitors and other organisations or persons associated with us.
- G. You will read and retain all claims documentation as a result of this claim
- H. You will pay any personal tax liabilities that arise from a successful claim
- I. Provide all documents in your possession, upon request, that are relevant to the claim and which provide evidence in support of the claim, including any correspondence or communications sent to you by GCC as a result of the claim
- J. You have read and completed all documents we provide to you in conjunction with this agreement
  - a. This includes the attached 'Fee Illustration', Single Page Summary and Complaint Procedure
- K. You have read and completed the 'Outstanding Liabilities document' before signing this agreement
- L. You have read and completed the 'Claims Methods Questionnaire' before signing this agreement
- M. You will inform us of anything that we would reasonably expect to be informed of

## What happens if you win?

6. If you win (which means a Tribunal and/or court awards you a payment of any kind or you accept an offer of payment from the employer to settle your claim), you will pay us a fee of 10% (plus VAT at the current rate) of the gross value plus interest of the award or payment including any pension arrears you are paid. You get the rest including any future pension benefits. For example, if you had a gross award including interest of £10,000, our fee would be £1,000 plus VAT, which is a total of £1,200. The net amount to you would depend on any further deductions from the gross amount such as tax, NI and pension contributions.
7. You authorise our solicitor to receive any award and/or settlement payment on your behalf. You agree that our solicitor can deduct our fee from that payment before any balance is paid to you. You agree that we can instruct your employer to send a cheque for the payment to us. We can then keep the cheque until you have paid our fee if, for any reason, our fee is not directly deducted from the payment. If the payment is made direct to you, you will pay us the fee directly within 14 days of your receipt of the payment. You accept that we are also entitled to any interest on that payment after the settlement date.
8. You agree that we are entitled to payment of any award of legal expenses made in your favour by a Tribunal or court. We will pay any expenses awarded by a Tribunal or court against you unless they result from you breaching any part of this Agreement or from your unreasonable conduct

## What happens if you lose?

9. If you lose, you do not pay us anything. As a result of the Contingency Fee Agreement, you are liable for zero costs if the claim fails.

## Cancellations and Terminations

10. You have a 14 day 'cooling off' period from the day that You sign this agreement in which to cancel it without charge. If you wish to cancel, please see the attached **Cancellation / Termination Form**. You can Terminate this Agreement by writing to us at any time prior to any award, hearing or settlement agreement with your employer. **Once a settlement or Settlement Memorandum of Understanding has been agreed or within seven days before the start of a tribunal hearing, you may not terminate this Agreement.**

If you Terminate this Agreement before you have received an award or an offer of settlement or seven days prior to the beginning of a tribunal hearing, you agree to pay us a fixed fee of £500 (plus VAT at the current rate) for every six months (or part of six months) this Agreement has been in force. For example, if you end the agreement after 15 months, you will pay us £1,500 plus VAT. This is a fair and reasonable accounting for work completed on your case over time.

11. We can Terminate this Agreement by writing to you if you breach any of your commitments to us or if you appoint another representative without our approval. If we end this Agreement for one of those


reasons, you agree to pay us a fixed fee of £500 (plus VAT at the current rate) for every six months (or part of six months) this Agreement has been in force.

12. We can end this Agreement by writing to you if you settle your claim without our approval or reject an offer against our advice. In that case, you agree to pay us a fee of 10% (plus VAT at the current rate) of the gross settlement payment which you have rejected or accepted. You agree to let us know the amount of any settlement offer as soon as you receive the offer.

13. We can end this Agreement if we think that you are unlikely to win or if we think it is uneconomic for us to continue acting for you. If this happens, you do not owe us anything. This would not affect your rights to continue the tribunal proceedings and/or litigation and/or mediation by yourself.

**Other points.**

14. This Agreement is governed by the laws of Scotland and exclusive jurisdiction of the Scottish courts.

  I confirm I have read and understood this agreement

Signed for Action 4 Equality (Scotland) Limited .....Date .....  
Stefan Cross (Director)

Your Signature..... Date.....  
CUSTOMER NAME