

PRIVATE & CONFIDENTIAL

[FULL NAME]

[ADDRESS]

Sent via email to:

[DATE]

Our Ref: [INSERT]

Dear [INSERT FIRST NAME]

Welcome to Kalra Legal Group.

Thank you for your instructions to act on your behalf in your employment matter.

This letter sets out the basis on which we propose to work with you and forms the legal basis of our agreement with you. It is important that you read these documents carefully and ask us if you are unsure about anything or have any questions. We shall be happy to explain the terms to you and provide any further clarification.

If you are happy with the terms we would request that you kindly sign and send them back to us as we shall need a signed copy of this on your file.

Kalra Legal Group

1. In these terms 'KLG' or 'we' shall mean Kalra Legal Group. Kalra Legal Group and KLG are trading names of Kalra Business Services Limited (Company No: 9742420) with registered address at Braywick House West, Windsor Road, Maidenhead, SL6 1DN.
2. KLG are authorised to provide advice and services and are regulated by the Claims Management Regulator in respect of regulated claims management activities. The authorisation number is: CRM41978.

3. We are specialist employment lawyers and represent employers and employees around the UK.

People Responsible for Your Matter

4. Either Anita Kalra or Nutan Bhundia will manage your matter on a day-to-day basis. Anita Kalra and Nutan Bhundia are both qualified Employment Lawyers. Please see our hourly rates below:-

Senior Employment Lawyer Anita Kalra :- £200 plus VAT
Employment Lawyer :- £175 plus VAT
Paralegal :- £120 plus VAT

5. Please use the following details for contact in respect of your matter: -

Name: Anita Kalra/ Nutan Bhundia/ Harpreet Singh
Tel: 0800 83 21 554
Email: anitakalra@klglaw.co.uk
nutanbhundia@klglaw.co.uk
harpreetthiarasingh@klglaw.co.uk

Confirmation of Instructions

6. In your case, we are instructed to review your case and write a letter outlining the strengths and weaknesses of your potential claims. The fee for this is £400 inclusive of VAT. That sum is payment for work undertaken in order to review your case.

The review of documents

7. As part of reviewing your case on its strengths and weaknesses we would request the following documents to be sent to us:
 - a. Answers to the questionnaire sent to you;
 - b. All correspondence including and not limited to e-mails, letters, notes regarding your case. This includes correspondence from your employer;
 - c. Employment contract and company handbook
 - d. All minutes and outcomes of grievance meetings and appeal;
 - e. All notes regarding settlement discussions before and during early conciliation if applicable;
 - f. Copies of your last 6 - 12 pay slips;
 - g. Any other key documents
8. We require all relevant documents sent either via recorded post (no original documents only copies if sent via the post) or in one e-mail to info@klglaw.co.uk.
9. The number of review documents **must not** exceed 60 pages in total. Any additional pages will be charged at £180 inclusive of VAT per hour.

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10. Once we have reviewed your case we will then advise you on whether we shall be able to offer you a damaged based agreement. This is alternative fee to that based on an hourly rate, at 29% plus VAT of any settlement sum, compensation or other sum received by you following involvement of KLG, whichever is the greater. If we decide that we are able to offer you the damaged based agreement, we will advise you of this. If we are unable to offer you a damaged based agreement, we will write to you offering you our hourly rate services.
11. The review of your case will take place once you have provided us with all the vital documents. This review can take up to 10 working days, however we would anticipate completing this sooner. Once we have reviewed your case and advised you on the strengths and weaknesses, dependent on your case, we will then undertake the following tasks: -
 - (a) Drafting any necessary documentation (e.g. Grievance letter's, letter to employer etc.);
 - (b) Representation at any internal hearings with your employer (with prior permission from your employer);
 - (c) Contacting ACAS to start the early conciliation process which lasts up to 4 weeks (can be extended for a further 2 weeks if parties are likely to settle);
 - (d) Advising and drafting COT3 agreement if early conciliation is successful;
12. Any other work undertaken on your behalf or advice given in addition to a review of your case will be charged at £180 inclusive of VAT per hour.

Funding Your Matter

13. It is important you have the best information possible about your professional charges and the expenses that you are likely to incur. This information will be updated as the work progresses and we will be happy to provide you with any additional information you request in relation to these charges and expenses.
14. At this stage, it is difficult for us to predict accurately the costs of a case at the outset. Majority of cases do not go to the Employment Tribunal and are settled before that stage in which case costs are considerably lower. Our fees are extremely reasonable; however, you must be bear in mind that if your case goes to tribunal it can be expensive.
15. Our normal approach is to try and achieve a favourable settlement from the earlier stages to avoid unnecessary costs for you.
16. If you wish for us to review your case, you will need to pay the fixed fee of £400 inclusive of VAT on account **before any review is undertaken**. This money will be put into the KLG client account and will be used to review your case file. If at any point the review exceeds the fixed fee above, we shall advise you as soon as possible. Please note if at that point, you no longer wish to use our services you are free to withdraw instructions.

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17. A list of our fixed fee charges can be found on page 5. We charge these fixed fees for this particular work.

Professional Charges, Expenses and Disbursements

18. Save for where we have agreed a fixed fee, our basic charges are normally based on the time spent dealing with a matter. Time is recorded and charged on the basis of 6-minute units.

19. Each individual working on your case has an hourly charging rate and our charges are calculated in accordance with the time spent by the individual and their respective hourly rates. The hourly rates are based on the level of experience of the individual dealing with the matter.

For your information, the usual hourly rates which are applicable for your matter are:

Grade of Fee Earner	Hourly Rate
Anita Kalra- Senior Employment lawyer and Director	£240 inclusive of VAT
Nutan Bhundia- Employment lawyer	£210 inclusive of VAT
Trainee Solicitors, or Paralegals and other non-legally qualified fee earners.	£150 inclusive of VAT

20. Our rates are reviewed every April. In the event, we increase our rates this shall not be above 5% of our hourly rate. Where we have provided an estimate of our likely charges and expenses we will keep that estimate updated and will inform you if any unforeseen additional work becomes necessary and before any additional expenses are incurred (for example, due to unexpected difficulties or if your requirements or the circumstances significantly change). However, we cannot provide a guarantee that the final cost will not be greater than the estimate.

21. Routine photocopying, telephone and facsimile charges may, at our discretion, be charged for. We also reserve the right to charge for special bank transaction costs. VAT will be added where applicable. We reserve the right to charge an administration and/or photocopying fee in the event that you or any person on your behalf requests the documents in our possession relating to your matter.

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Payment

22. We may issue interim bills during the course of your matter and a final bill will be sent to you at the conclusion of your matter. Our bills should be paid within 14 days of issue (unless otherwise stated) and if payment is not made we reserve the right to suspend acting for you until full payment is received or decline to act for you further. If we cease acting for you, we will render a final bill for any work carried out to that point.
23. If a bill remains unpaid for one month after the date of the bill, we reserve the right to charge interest on a daily basis until payment is made. If you are an individual purchasing our services, then the daily interest rate will be charged at a rate equal to 4% above the Bank of England base. We will also be entitled to retain property belonging to you, together with our own papers relating to the matter, until all sums outstanding to us are paid.
24. In order to comply with our money laundering obligations, other than the usual charges incurred in connection with a matter, we will not pay any sums to a third party on your behalf.
25. We may send you interim bills with a statement of account detailing every bill, which remains unpaid. You may also be contacted by our accounts department in relation to any unpaid bills, which are older than 15 days. We reserve the right to recover our costs incurred as a result of you not complying with our payment terms. These include charges for preparing and sending you reminder letters and the expense we incur in tracing you and enforcing our terms whether through the courts or not. These terms entitle us to recover from you any shortfall in costs arising following an assessment by the court.
26. We will send you a bill for our charges and expenses. Any query on a bill must be raised within 14 days of delivery and you should still promptly pay all other elements of the bill. If a bill is not paid within 30 days of the due date, we may charge interest on the unpaid amount at the rate payable on judgment debts from the date of the bill until payment.
27. If we are unable to offer you the damaged based agreement, we may request a £1000 to be paid on account for our professional charges and expenses. Where payment on account is requested, it is payable within 5 working days unless needed more promptly for a specific reason. These amounts will be shown as paid on any interim or final bill delivered to you.
28. Any sum held on account will also be used to pay invoices for our professional charges when delivered.

Fixed Fee Charges

For your information, the fixed fee basis rates are as follows: -

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Type of Service	Fixed Fee
Drafting of COT3 agreements	£300 inclusive of VAT
Review of case and letter of advice	£400 inclusive of VAT

29. We do not advise on Settlement Agreements therefore if settlement is reached via a settlement agreement you will need to seek independent advice from a Solicitor.
30. If you decide that you wish for us to negotiate an out of court settlement on your behalf, we charge £300 inclusive of VAT to draft your COT3 agreement on your behalf.
31. We charge £400 inclusive of VAT to review your case and to send you a letter of advice.

Alternative Representation

32. We pride ourselves in providing quality and affordable advice and representation. If, however, you find our costs above too high you can seek alternative advice elsewhere or shop around. For example, providers that provide free advice are ACAS or if you are part of a trade union and free representation unit all of which provide free advice. However, we cannot place any guarantee on these bodies on whether they shall provide appropriate advice and representation.

Timescales and dates to avoid

33. All Employment Tribunal claims must be lodged **within 3 months less one-day** of the incident complained of (e.g. dismissal date, resignation date, last act of discrimination). Please note that all deadlines ordered by the Employment Tribunal at extremely strict and the tribunal are unlikely to accept your claim if you do not lodge your claim within these deadlines.

Mitigation

34. It is important that you mitigate your losses. If you currently do not have a job, we would recommend that you actively look for roles that would suit your skills. You will need to keep copies of all roles applied for and all interviews attended. We would recommend that you seek feedback for unsuccessful interviews attended.
35. If your case is successful at Tribunal, the Tribunal will assess whether you have actively been searching for work. In the event the Tribunal decide that you have not been actively looking for work they can reduce the compensation calculated by 100%. It is therefore very important that you mitigate your losses as much as possible. We will also require evidence that you have been looking for alternative roles; this evidence will later be presented to the Employment Tribunal in the form of a mitigation bundle. If you wish to seek further clarification on the above, please speak to Anita Kalra.

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Storage of Papers and Documents

36. We normally keep your file of papers (except for any of your papers that you ask to be returned to you) for at least six months, but we reserve the right to destroy a file at any time. We keep the file on the understanding that we have the authority to destroy it six months after the date of the final bill we send you for the matter. We will not destroy documents you ask us to deposit in safe custody, but we may send them to you for your retention.

Complaints

37. We endeavour to provide a high-quality service in all respects. However, if you have any queries or concerns, or are simply dissatisfied with any part of our service, please let us know. In the first instance please contact the person dealing with your matter. If the matter is not resolved to your satisfaction please contact our Complaints Manager, Umesh Kalra on umesh@klglaw.co.uk. He will investigate your complaint and report back to you as quickly as he can.

38. Please also find a copy of our Complaints procedure on our website at www.klglaw.co.uk or alternatively you can request a copy of these from Anita Kalra or Umesh Kalra.

Termination and Notice of the Right to Cancel

39. You may terminate your instructions in writing or verbally over the phone to the person dealing with your matter. You may terminate this agreement at any time. You have a 14-day cooling off period whereby you can cancel this agreement 14 days after signing this agreement. You will be entitled to any refund to any payments you have made to the business.

40. You must give us notice on the phone verbally or in writing, either by post or electronically, or alternatively by sending us the cancellation notice slip, which is enclosed with the terms of business (where applicable). The notice of cancellation will be deemed as having been served on us as soon as it has been posted, or sent electronically. Please note that if you agree in writing that we should undertake work on your behalf before the end of the cancellation period (14 days cooling off period), and then even if you cancel your agreement with us you may still be required to pay for services supplied before the cancellation date. Charges shall be limited to what is reasonable in the circumstances and shall reflect work undertaken by us. We will not charge you for any work that has not been undertaken.

41. If you decide to cancel after the cooling off period of 14 days, the charges shall be limited to what is reasonable in the circumstances and shall reflect work undertaken by us. We will not charge for any work that was due to be completed.

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42. We will be entitled to keep all your papers and documents while there is money owing to us for our costs.
43. We may decide to stop acting for you only with good reason, for example, if you do not pay a bill, if you provide us with misleading information, or if you act in an abusive or offensive manner. We will give you reasonable notice in any situation where we will be ceasing to act for you.
44. If you, or we, decide that we will no longer act for you, we will charge you for the work we have done and, where appropriate, will charge fees and disbursements incurred in transferring the matter to another adviser if you so request. Please note that we will not (to the extent permitted by the applicable rules of professional conduct) release your papers or property to you or any third party until you have paid all outstanding charges.

Duty of Confidentiality

45. Unless otherwise authorised by you, we will keep confidential any information, which we acquire about you, unless it is information which is already in the public domain or which is already lawfully in our possession at the time it is communicated by you to us or we are required to disclose any such information:
 - a) to our auditors, external assessors or other advisors or for the purposes of our professional indemnity insurance; or
 - b) by law or other regulatory authority to which we are subject;
 - c) to any third party under the terms of an arrangement, authorised by you, regarding the funding of our charges and disbursements.
 - d) Any such disclosure shall of course be conducted in confidence.
46. If you or we engage other professional advisers to assist with a matter we will assume, unless you notify us otherwise, that we may disclose information to such other advisers as necessary.
47. We may from time to time outsource some of our services, but only when it is cost effective to do so. E.g. word processing/typing. We will assume, unless you notify us otherwise, that we may disclose information.

Anti-Money Laundering Rules

48. In some areas of our work, in order to comply with the Money Laundering Regulations 2007 and the Proceeds of Crime Act 2002 (and any subsequent amendments) we are required to satisfy ourselves that we are not unwittingly involved in money laundering. The legislation is intended to provide a comprehensive system of client identification procedures, record keeping and mandatory reporting and provide a framework for our procedures.

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49. We may request you to provide evidence of your identity and address. We will need a copy of your passport/driver's license and two utility bills. It is important that you forward any requested evidence promptly, as we will not be able to act for you if we cannot comply with these obligations.
50. If we have reason to suspect that there is an attempt to launder money, or that you or any other party connected with you is involved in activities prescribed by the Proceeds of Crime Act 2002 (and any subsequent amendments), then we have a positive obligation to notify the National Crime Agency of our suspicions. You acknowledge, as a condition of these Terms, that this obligation will in certain circumstances override our duty of confidentiality. We may not be permitted to advise you whether or not we have made or might intend to make such a report. If we were to do so we would ourselves be committing a criminal offence. In such circumstances, we may cease acting for you, or be instructed to do so by the relevant authorities, and we may not be able to communicate the reason for ceasing to act.

Data protection and our use of your information

51. Privacy notice and personal data

Our privacy notice is available on request or our website:-

<https://www.klglaw.co.uk/privacy-policy.html>

It explains:

1. what categories of personal data we may hold about you and the sources of that data;
 2. the purposes we use that information for and the legal basis for processing that information;
 3. (who we may share that data with;
 4. the period for which your data is stored, or the criteria to determine that period;
 5. the rights that you have in respect of your data, including information about the right to lodge a complaint with the Information Commissioner's Office if we have failed to comply with our obligations in respect of your data.
52. We may amend our privacy notice periodically to ensure that it is operating effectively and complies with relevant laws and regulations. We will notify you of any substantial changes to the notice.

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53. We will use the personal information we receive about you for the administration of our relationship with you, billing (and, where necessary, debt collection) and marketing.
54. Where you provide any personal data to us (including that of third parties involved in the instructed matter), you are responsible for ensuring that your disclosure of that data to us for the use by us in the provision of our services complies with the requirements of the data protection legislation. You have the sole responsibility for the accuracy, quality and legality of the personal data you provide to us.
55. To help us to make credit decisions about you, to prevent fraud, to check your identity and to prevent money laundering or other financial crime, we may also use the personal data we hold about you to search the files of credit reference agencies who may record any searches on your file. We may do this before you enter into this agreement. The information may be used by other credit grantors for making credit decisions about you and the people with whom you are financially associated, for fraud prevention, money laundering prevention and occasionally for tracing debtors. We may disclose your details to our agents and service providers for any of the purposes set out in this paragraph.

Acceptance of terms

56. Please sign and return a copy of this agreement. If we do not receive a signed copy of this agreement, we will not be able act on your behalf.

Severability and Good Faith

57. If any part of these Terms is held to be illegal, invalid or otherwise unenforceable then that provision shall, to the extent necessary, be severed and shall be ineffective but the remaining terms will continue in force and effect.

Governing Law and Jurisdiction

58. These Terms and any dispute between us shall be governed by, and construed in accordance with, the laws of England and Wales and shall be subject to the exclusive jurisdiction of the English courts.

Thank you again for your instructions. Please do not hesitate to telephone us if you have any questions.

We look forward to acting on your behalf.

Yours sincerely,



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Client's Signature:

Client Name: [INSERT NAME]

Date [INSERT DATE]

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Appendix: Additional Information Sheet

Employment Tribunal Charges

1. If we issue your claim in the Employment Tribunal you will have to pay a sum of either £160 or £250 depending on the type of claim, and a further fee of £230 or £950 prior to the hearing. Those sums will need to be paid to us in advance of them falling due.

Costs in Any Litigation

2. The usual rule in an Employment Tribunal is that each side pays its own legal costs whatever the outcome of the case. There are exceptions to this where, for instance, in the view of the tribunal either party acts unreasonably, in which case the unreasonable party can be ordered to pay the other party's costs.

Documentation needed to pursue your claim

3. We shall require the following documents if you decide to pursue your claim. We would request that these documents are put into date order before they are sent to us. This will help your assigned Lawyer to read the papers without spending time put the documents in order. This will also save costs for you.
 - a) All correspondence including and not limited to e-mails, letters, notes regarding your case. This includes correspondence from your employer;
 - b) All minutes of meetings and outcomes of these meetings that are relevant to your case;
 - c) Your contract of employment and Company Handbook (if applicable);
 - d) ET1 pleadings and ET3 defence from your employer;
 - e) All letters and correspondence between you and the Employment Tribunal;
 - f) All letters and correspondence between you and ACAS and all notes regarding settlement;
 - g) Copies of your last 6 - 12 pay slips;
 - h) Diary if applicable;
 - i) Mitigation documents (please explanation further on regarding this);
 - j) All other relevant documents

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