

## 1 Definitions:

“Agreement” means the utmost good faith agreement between You and Us. “Compensation” – amount Your Employer is ordered to pay. “Employer” – Your former (or current) employer or other contracting party who paid for services You provided. “You” means you, the person(s), whether natural or legal engaging Us on the basis of the Agreement. “We/Us/Our” means ELSG Ltd (registered number 04520558) whose registered address is Queens House, 200 Lower High Street, Watford, WD17 2EH or anyone to whom we transfer our rights under the Agreement. “Working Days” means any day on which Employer is open for business in London (excluding Saturdays, Sundays and public holidays).

## 2 Contract and Our service

2.1 Contract between You and Us comes into force when We notify You by any means that we accepted Your application.

2.2 You instruct Us to act as Your representative in respect of Your claim(s) arising from Your employment and various breaches committed by Your Employer.

2.3 You confirm that no agency or person other than Us is acting for You at the date of commencement of the instruction in the recovery of Compensation and that We are appointed as Your sole representative in relation to such matter(s).

2.4 You agree to provide all appropriate and available information relating to Your claim(s) to Us upon commencement of this instruction. We will advise You of any further information required to pursue Your claim(s) and You agree to provide this information as soon as possible. You authorize Us to request further appropriate and relevant information from Your Employer, and/or any third party.

2.5 Upon receipt of all initial and further information from You and (where relevant) any additional information requested from the Employer, We will approximate the amount owed to You by the Employer in respect of Compensation (plus interest where due), if any.

2.6 We shall have no liability to You for any loss arising as a result of the information provided by You being inaccurate, incomplete, provided late or misleading.

2.7 You warrant that all information You provided is accurate, true and complete.

2.8 You undertake to comply with our reasonable instructions and requests. You understand that You may be required to attend a hearing and that failure to do so, without reasonable excuse, will constitute breach of contract for which You will be liable at hourly rate of £99.00 per hour. You undertake to inform Us as soon as practicably possible about any event which may interfere with Your obligation to attend hearing.

2.9 If any direct communication regarding this matter (including letters, telephone calls and personal conversations with the Employer’s staff members, emails etc) is entered into with the Employer other than by Us, You will report this to Us within 3 days of the communication taking place/being received and will forward all relevant documentation directly to Us as soon as possible.

2.10 If We are unable to contact You for more than seven days (or less if the situation demands it) either by email, phone or by letter, and in our sole opinion it is in Your best interest, You understand, irrevocably agree and authorize us to compromise the claim on the terms we believe are reasonable.

## 3 Your claim(s)

3.1 Where our calculations show that You have a claim or claims, We will submit all necessary information to the Employer and negotiate with him for the recovery of the Compensation.

3.2 You will abstain from any pre-court negotiations with the Employer unless agreed in writing in advance with Us.

3.3 You agree not to accept any settlement that is communicated directly to You by the Employer unless agreed in writing in advance with Us.

## 4 Fees, payments and claim(s) monies

4.1 Where We have represented You in relation to recovery of Compensation, we charge a fee of 35% on all amounts the Tribunal orders Your Employer to pay, whether paid or not by the Employer and being the total value of the benefits to You, monetary or otherwise, plus a flat fee of £299. Below are some examples of how Your refund could be made, and as a result how our fee is charged: -

(a) Compensation ordered £5,000.00, cash received £5000.00 fee payable £2049.00, leaving You with £2951.00, (b) Compensation ordered £10,000.00, cash received £10,000.00, fee payable £3799.00, leaving You with £6201.00, (c) Compensation ordered £15,000.00, cash received £15,000.00, fee payable £5549.00, leaving You with £9451.00.

4.2 Any court fees and/or solicitors’ costs incurred by Us on Your behalf will be payable in addition to this fee. In the event that You reject any offer from the Employer received by You or on Your behalf and such rejection is considered by Us, in our complete discretion, to be unreasonable, receipt of the offer shall be regarded for the purposes of these Terms as recovery by Us on Your behalf of the monies/benefits being offered under the offer, such that You will be responsible for paying to Us the fees calculated in accordance with these Terms.

4.3 Unless agreed otherwise, all monies recovered from the Employer shall be made payable directly to Us or if they reduce any of Your debit balances by the settlement amount: (a) You will notify Us of such a payment or reduction within 3 Working Days of You becoming aware of it; (b) We will notify You of such a payment or reduction within 3 Working Days of Us becoming aware of it, should We become aware of it before You; (c) You will be liable to pay the fee (plus any other fee that has been paid on our behalf and any other amount(s) owing by You to Us) directly to Us within 7 days of date of an invoice submitted by Us.

4.4 Any court fees applicable to Your claim shall be paid in advance as money on account of cost.

4.5 We may charge interest on any unpaid, overdue invoice at the rate of 8% per annum from the date of invoice.

4.6 Should We be unable to succeed in a claim against Your Employer, then no fee will be payable by You to Us, subject to paragraphs 2.8, 4.7, 4.8, 4.11, 4.16, 4.17, 5.3, 5.4, 5.5, 5.6.

4.7 If You provide any information to Us which is untrue, misleading or incomplete and results in an unsuccessful claim(s), withdrawal, abandonment of the claim or unnecessary work, You will be liable for all fees and disbursements (including court and solicitors costs) incurred or payable by Us which will be payable by You to Us within 14 days of receipt by You of an invoice submitted by Us. In these circumstances, We may also terminate the Agreement without notice and charge You for any work already completed by Us in relation to Your claim(s) at the rate of £99 per hour.

4.8 Should legal action become necessary to recover Your money, We will prepare relevant application(s) and provide representation at the court (if applicable) and You agree to pay the costs of travel and accommodation no later than 14 days prior to the hearing. You will also be liable for our fees at £99.00 per hour.

4.9 Where we provide attendance within M25 no travel or accommodation fees are payable.

4.10 Outside M25 the following fees are payable: a) £0.45 per mile travelled by car (each way), plus reasonable parking costs; or b) the cost of train travel arriving no earlier than 2 hours before the hearing.

4.11 Should overnight accommodation be required You agree to pay the costs of a minimum 4-star accommodation no later than 14 calendar days before hearing. Failure to make the payment specified in the paragraph 4.10 and/or 4.11 amounts to termination, for which You will be liable in accordance with this Terms and Conditions.

4.12 We retain the sole discretion which travel mode and/or accommodation to choose.

4.13 If the Employer files counterclaim against You, and You request that We defend the Counterclaim, We will charge You an hourly fee of £99.00 per hour and You agree to pay the fee within 7 days from receipt of invoice.

4.14 You agree to indemnify Us, and keep Us indemnified, for 7 years following termination of this Agreement, for any loss and/or costs caused by Your failure to provide true, complete and not misleading information/documents and correspondence relevant to Your claim. In particular, You agree to indemnify Us for any cost order, time preparation order, adverse costs order etc. imposed on Us and caused by Your failure to provide either completely or in timely manner true, complete and not misleading information/documents and correspondence relevant to Your claim.

4.15 If it is agreed that Your Employer pays You compensation in installments, You agree that We have priority over You to the money in respect of payment our fees, costs and disbursements (another words we will be paid in full first, and then You will receive the balance)

4.16 If You require Us to prepare application for fee remission You agree to pay a fee of £99.00 for each application prepared by Us (whether successful or not) within 14 days from Us raising an invoice. Failure to make the payment specified above amounts to termination, for which You will be liable in accordance with this Terms and Conditions.

4.17 Translation of any documents or correspondence relevant to Your Claim will be charged at £99.00 per hour. Failure to make the payment specified above amounts to termination, for which You will be liable in accordance with this Terms and Conditions.

4.18 Unless You are eligible for fee remission, You will be required to pay the sum of the following (recoverable if You win) Employment Tribunal fees (correct as of 01/05/2016):

4.18.1 – For filling Your claim in Tribunal listing fee, either £160.00 (simple claim) or £250.00 (complex claim); and

4.18.2 – For a hearing - hearing fee, either £230.00 (simple claim), or £950.00 (complex claim). This fee may not be payable if Your Employer fails to defend himself.

We will advise You at the outset whether Your claim is simple or complex.

## 5 Termination

5.1 We may terminate the Agreement if We consider the amount recoverable in relation to Your claim(s) is insufficient to progress. In this event, You will not be required to pay Us anything.

5.2 You may cancel the Agreement either by:

5.2a Providing written notice to Us within 14 days of the date of the commencement of the instruction. It is recommended (but not necessary) that You send us the attached Model Cancellation from notice of cancellation by recorded delivery post; or

5.2b You may also cancel verbally. In this case we will need to record the relevant part of the conversation, and You agree to that.

5.3 You may terminate this agreement at any time after 14 days of the date of the commencement of the instruction.

5.4 If You terminate this Agreement under paragraph 5.2 or 5.3, You will be liable for those costs incurred or payable by Us which are equal to the sum payable under paragraph 4 should Your claim(s) have been settled in full, however, if the amount of Your claim(s) is unknown then You will be liable for the reasonable costs incurred by Us in progressing Your claim(s) at the rate of £99.00 per hour.

5.5 Unless agreed otherwise in writing, We may terminate this agreement if You fail to pay Us any amount due within 14 days from invoice date.

5.6 We may terminate this agreement if You do not fully, and in timely manner comply with Our reasonable requests to, provide, among others, information, documents, give evidence, sign documents etc. You will be liable for Our costs incurred to the day of termination at hourly rate of £99.00

5.7 Unless agreed otherwise in writing, We may terminate this agreement if You fail to comply with clause 4.10, 4.11 of this Agreement. You will be liable for Our costs incurred to the day of termination at hourly rate of £99.00

5.8 We may exercise a lien on all documents provided until You settle what You owe in full.

5.9 We will retain Your documents for 3 months after completion of Your Claim. You agree that after the period of 3 months we may destroy the documents without notice. You understand and agree that we will not be liable for the destruction of documents.

## 6 General Terms

6.1 Should any part of this contract be in dispute, You and Us agree that any proceedings should be taken in the Court where We reside.

6.2 We will not disclose Your information to anyone without Your consent or as required by law, court order or as requested by other government or law enforcement Employer or as requested by any company or other entity to whom We may either transfer or subcontract any or all of our obligations to You under this Agreement.

6.4 By giving You written notice We may transfer our rights under this Agreement.

6.5 The Agreement sets out the entire agreement and understanding between You and Us regarding our services.

6.6 By entering into this Agreement You have acknowledged that You are not relying on any statement, warranty or representation given or made by Us save for those expressly set out in the Agreement. We will offer no liability in relation to any other representations, promise or warranty made for this Agreement unless it was made fraudulently.

6.7 If any event beyond our reasonable control prevents or hinders Us from performing our obligations under this Agreement We shall not be deemed to have breached this Agreement.

6.8 The Agreement will be governed by and construed in accordance with English law, and all claims and disputes between the parties or any of them arising out of or in connection with the Agreement (whether or not contractual in nature) will be determined in accordance with English law.

6.9 Each party submits to the exclusive jurisdiction of the courts of England and Wales in relation to all claims, disputes, differences or other matters arising out of or in connection with the Agreement.

6.10 failure to exercise or delay in exercising any right, power or privilege under this Agreement shall not operate as a waiver; nor shall any single or partial exercise of any right, power or privilege preclude any other or further exercise thereof

6.11 You authorize Us to verify Your identity electronically. You also accept that the verification may leave a mark on Your credit file.