

RUMM EMPLOYMENT LAW

TERMS OF BUSINESS

OUR AIM

We aim to offer our clients quality niche legal services in the Employment Law arena at a reasonable and competitive price. The firm is a niche employment law practice providing superior quality, specialist employment law advice to the individual and employer client, on all aspects of employment law. This includes training, seminars and mediation. These terms, together with our "Rule 15" letter set out the basis on which we will provide our professional services to you.

OUR COMMITMENT TO YOU

We will:-

Represent your best interests and keep your business strictly confidential.

Keep you fully and regularly informed of progress, act on your instructions without delay and copy all important and significant correspondence to you.

Explain fully the legal work which may be required and the prospects of a successful outcome.

Do all we can to ensure that you understand the likely degree of financial risk.

Understand your expectations and establish goals, deadlines and budgets in keeping with your needs.

Inform you whether the likely outcome justifies the likely charges and expense involved.

Deal with your affairs promptly and return your telephone calls on the same day and/or within 24 hours.

Charge you reasonable fees.

HOW WE COMMUNICATE

When acting for you, our aim is to provide all clients with an efficient and effective service at all times. However, should there be any aspect of our service with which you are unhappy, please raise your concern with David Rumm.

We will endeavour to communicate with you by such a method as you may request. Please note that we may virus check your discs or email. Unless you withdraw your consent, we will communicate with others when appropriate by email or fax but we cannot be responsible for the security of correspondence and documents sent by email or fax.

The Data Protection Act requires us to advise you that your particulars are held on our database. We may, from time to time, use these details to send you information which we think might be of interest to you but we will not make this information available to third parties.

HOURS OF BUSINESS

The normal hours of opening at our offices are between 8am and 6.00pm on weekdays. Messages can be left on our voicemail outside these hours and appointments can be arranged at other times if required.

PEOPLE RESPONSIBLE FOR YOUR WORK

David Rumm is the person responsible for dealing with your work as set out in our Rule 15 letter which accompanies these terms. He has the final responsibility for the work done.

We will try to avoid changing the people who handle your work, however, if this cannot be avoided we will tell you promptly of any change that may be necessary.

CHARGES AND EXPENSES

Our charges will be calculated mainly by reference to the time we actually spend in respect of any work which we do on your behalf. This will include meetings with you, and perhaps others, and keeping a record of the meeting, reading or working on papers, correspondence, preparation of any detailed costs calculations and time spent travelling away from the office, when this is necessary.

We will charge on an hourly basis in six-minute increments. Routine letters written and routine telephone calls made and received will be charged as six-minute units, as will routine letters received. Other letters and telephone calls will be charged on a time basis.

The current hourly rates are set out below. We will add VAT to these at the rate that applies when the work is done. Presently, VAT is at 17.5 %

David Rumm [£]

These hourly rates have to be reviewed periodically to reflect increases in overhead costs and inflation. Normally, these rates are reviewed with effect from 1 October each year. If a review is carried out before this matter has been concluded, we will inform you before any variation in the rate before it takes effect.

In cases like yours it is difficult to estimate in advance how many hours work will be necessary to complete a matter. At the outset we will always provide an estimate and we direct you to our Rule 15 letter which contains such an estimate as we are able to give at this time in relation to the total charges and expenses we anticipate will arise for acting for you in this matter. The estimate provided at the outset is not intended to be a fixed quotation and we will keep the estimate under review and inform you if it appears that the estimated figure may be exceeded.

You may set a limit on the charges and expenses to be incurred which means that you must pay those incurred up to that date without our needing to refer back to you. If it appears that the limit may be exceeded we will not exceed the limit without first obtaining your consent to do so.

In addition to the time spent, we may take into account a number of factors including any need to carry out work outside normal offices hours, the complexity of the issues, the speed at which action may be required to be taken and any particular expertise which the case may demand. Should any of these situations arise during the course of this matter we will advise you in writing and we will charge you any hourly rate not exceeding time and a half.

We may have to pay out other expenses on behalf of clients ranging from counsel's fees, expert's fees, witness fees, couriers fees and copying charges etc. We have no obligation to make such payments unless you have

provided us with the funds for that purpose. VAT is payable on certain expenses. We refer to such payments as "Disbursements". We may require a payment in advance from you on account of fees and expenses in the sum set out in the covering letter before we can start your transaction. Any expense paid from monies held by us may be invoiced to you as they are incurred on your behalf. We may request further monies on account as the transaction progresses.

If, for any reason, this matter does not proceed to completion, we shall be entitled to charge you for work done and expenses incurred.

PAYMENT ARRANGEMENTS

It is normal practice to ask clients to pay sums of money from time to time either monthly or as the case may be, on account of the charges and expenses which are expected in the following weeks or months. We find that this helps clients budgeting for costs as well as keeping them informed of the legal expenses which are being incurred. If such requests are not met with prompt payment, delay in the progress of a case may result. In the unlikely event of any bill or request for payment not being met, we reserve the right to stop acting for you further.

Payment is due to us upon our sending you a bill. Interest will be charged on a daily basis at 4% over Bank of England's base rate from the date of the bill, in cases where payment is not made upon our delivery of the bill to you. If we are holding monies for you these may be utilised to meet the bills once they have been sent to you.

OTHER PARTIES CHARGES AND EXPENSES

In some cases and transactions a client may be entitled to payment of costs by some other person. It is important that you understand that in such circumstances, the other person may not be required to pay all of the charges and expenses which you incur with us. In fact, this is often the case with employment litigation. You have to pay all of the charges and expenses in the first place and any amounts which can be recovered will be a contribution to them. The other person will not be liable to pay the VAT element on your costs if you are able to recover the VAT element yourself.

In some cases we may be asked to provide an undertaking, making this firm responsible for the charges and expenses to be incurred by another party in the transaction. Such undertakings must be authorised by David Rumm and will only be provided on receipt of sufficient funds from you to cover the undertaking given.

INTEREST PAYMENT

Any money received on your behalf will be held in our Client Account. Subject to certain minimum amounts and periods of time set out in the Solicitors' Accounts Rules 1998, interest will be calculated and paid to you at the rate payable on HSBC's Designated Client Accounts. The period for which interest will be paid will normally run from the date(s) of issue of any cheque(s) from our Client Account.

STORAGE OF PAPERS AND DOCUMENTS

After completing the work, we are entitled to keep all your papers and documents whilst there is money owing to us for our charges and expenses. In addition, we will keep your file of papers for you in storage for not less than one year. After that, storage is on the clear understanding that we have the right to destroy it after such period as we consider reasonable to do so, or to make a charge for storage if we ask you to collect your papers and you fail to do so. We will not of course destroy any documents which you ask us to hold in safe custody.

No charge will be made to you for such storage unless prior notice in writing is given to you of a charge to be made from a future date which may be specific in that notice.

If we retrieve papers or documents from storage in relation to continuing or new instructions to act in connection with your affairs, we will not normally charge for such retrieval. However, we do make a charge based on time spent for producing stored papers or documents to you or another at your request. We may also charge for reading correspondence or other work necessary to comply with your instructions.

TERMINATION

You may terminate your instructions to us in writing at any time but we will be entitled to keep all your property and papers and documents while there is money owing to us for our charges and expenses. If at any stage you do not wish us to continue doing any work and/or incurring charges and expenses on your behalf, you must tell us clearly in writing. All such instructions will be deemed effective from the date they are received by us.

If we decide to stop acting for you, for example if you do not pay an interim bill or comply with the request for payment on account, we will tell you the reason and give you notice in writing and will be entitled to charge and be paid for the work done to the date of the termination.

PERSONAL REQUIREMENTS

When accepting instructions to act on behalf of a limited company, we may require a director and/or controlling shareholder to sign a form of personal guarantee in respect of the charges and expenses of this firm. If such a request is refused, we will be entitled to stop acting and to require immediate payment of our charges, on an hourly basis, and expenses as set out earlier.

TAX ADVICE

Any work that we do for you may involve tax implications or necessitate the consideration of tax planning strategies. We may not be qualified to advise you on the tax implications of a transaction that you instruct us to carry out, or the likelihood of them arising. If you have any concerns in this respect, do please raise them with us immediately. If we can undertake the research necessary to resolve the issue, we will do so and advise you accordingly. If we cannot, we may be able to identify a source of assistance for you.

IDENTITY AND DISCLOSURE REQUIREMENTS

Under the Money Laundering Regulations many legal transactions are a regulated activity and the Regulations require that before accepting instructions to act on your behalf we obtain satisfactory evidence of both your identity and your address.

In the case of private individuals we must ask you to do one of the following:

Attend at our offices in person and produce to us and allow us to take copies of your original current signed passport, your current UK or EAA driving licence with integral photo or national identity card with integral photo and a personal utility bill not more than three months old or your council tax notification for the current year.

Produce the documentary evidence set out above to someone else qualified and willing to take and certify copies on your behalf, if there are difficulties in visiting our office. For persons within the UK, such persons might be a

UK accountant, doctor or high street bank manager, whose name and address can be noted and checked. For a person not resident in the UK the documentary evidence set out above can be certified by an embassy, consulate or high commission of the country of issue or a qualified lawyer or notary.

In the case of limited companies we must please ask for evidence of identity as previously detailed above in respect of a director or controlling shareholder together with a copy of the Certificate of Incorporation of the company and a copy of the latest annual report and accounts.

Lawyers are not allowed to disclose information about a client's affairs without the client's authority. By signing these terms and conditions and returning it to us you authorise us to disclose to the other parties in the transaction and, if applicable, to all other parties in the chain of transactions and their agents and advisers, all information which we have in relation to your involvement in the transaction.

FINANCIAL SERVICES

David Rumm is not authorised by the Financial Services Authority under the Financial Services and Markets Act 2000 (FSMA).

If during this matter you need advice on investments, we may refer you to someone who is authorised by the Financial Services Authority.

If we introduce you to an authorised person under the FSMA and that introduction results in the completion of investment business on your behalf, a commission may become payable to us. In that eventuality we will separately agree with you what will happen to that commission.

TERMS AND CONDITIONS OF BUSINESS

Unless otherwise agreed, and subject to the application of the then hourly rates, these terms and conditions of business shall apply to any future instructions given by you to this firm. Although your continuing instructions in this matter will amount to an acceptance of these terms and conditions of business, it may not be possible for us to start work on your behalf until one copy of them has been returned to us to keep on our file.

If you have any problem with the service we provide to you, please let us know. We will try to resolve any problem quickly and operate a system to help us resolve any problems that might arise between us. If for any reason we are unable to resolve the problem between us, then we are regulated by the Law Society and the Institute of Legal Executives which also provide a complaints redress system.

We may from time to time use your details to send you information which we think might be of interest to you, but we will not make this information available to third parties. If you do not wish to receive newsletters or further information regarding our services then please tick this box []

I confirm that I have read and understood and accept these terms and conditions of business.

Signed

Name in capital letters.....

Dated

