

Damages Based Agreement

This document is an agreement under the **Damages Based Agreement Regulations 2010**.

This agreement is between [] and Cheshire, Halton & Warrington Race & Equality Centre, registered charity number 1088019.

Cheshire Halton and Warrington Race & Equality Centre provides a casework service to clients who have experienced discrimination on one of the protected characteristics under the Equality Act 2010. If there is more than one claim eg unfair dismissal as well as discrimination, we will also deal with that element as part of the case.

Cheshire Halton & Warrington Race & Equality Centre undertakes to:

1. Deal with your case against [] on your behalf. This includes providing you with advice, undertaking all paperwork connected with the case and negotiating on your behalf to reach a successful conclusion.
2. Keep all information that you provide us with confidential. Personal details of your case will never be divulged outside of the organisation without your express consent. However, you should note that Employment Tribunal cases are heard in public and any judgment will be publicly available.
3. We will advise you about the success of your case. We may advise you at any stage that the case has little prospects of success and/or that if you continued with your case that you may be subject to costs. In either of these circumstances we retain the right to withdraw our services, with no cost to you, the client.
4. There may be costs associated with your particular case that are not related to our charges, for example court fees, or fees for medical records. You may be eligible for a reduction or waiver of these fees if you are on certain benefits. If there are any such charges we will inform you in advance and you will have to pay these fees up front to Cheshire, Halton & Warrington Race & Equality Centre. If you are unable to pay them we may have to withdraw our services.
5. We will also represent you at Employment Tribunal hearings unless a) a settlement has been put forward that we think is a reasonable offer, but you have refused to accept it or b) we think that there is little prospect of success or c) you have behaved in a way that we consider is 'unreasonable', such as being abusive to staff, instructing additional representatives, or ignoring advice (this is not an exhaustive list).

You (the client) undertakes to:

1. Treat all members of the REC with respect, including paid staff, volunteers and Executive Committee Members. Any aggressive, violent or unreasonable behaviour would be a reason to withdraw assistance.
2. Keep your allocated caseworker/s fully informed of any changes in circumstances which might affect your case.
3. Respond to letters/phone calls from Cheshire, Halton & Warrington Race & Equality Centre within a reasonable period of time.
4. Provide your allocated caseworker/s with all information (in confidence) which is relevant to the case
5. Accept reasonable advice from us, including advice on appropriate settlements.
6. Not contact the media without agreement of your allocated caseworker/s
7. Not instruct another representative without agreement

CHARGES

Cheshire, Halton & Warrington Race & Equality Centre does not charge for advice given or for any work up to the point of settlement or successful hearing. **However, if you are successful in your case you will be liable to pay 35% of the gross sum awarded*** to Cheshire, Halton & Warrington Race & Equality Centre. The 35% is inclusive of VAT.

Our charge will only be payable once the award itself has been received by either ourselves or by you. We cannot recover payment from you, until the award itself has materialised.

By signing this agreement you consent to any award being paid directly to Cheshire, Halton and Warrington Race & Equality Centre. We will deduct the 35% with the balance being paid to you within 7 days of the amount clearing through our account.

In the event that an award is paid directly to you, we will invoice you for the total sum owed, which must be paid within 14 days. In the event of non payment we will seek redress through County Court.

TERMINATION

Cheshire Halton & Warrington Race & Equality Centre may terminate this agreement only on one of the following grounds:

- a) Unreasonable behaviour of the client
- b) No reasonable prospect of success
- c) Risk of costs

You, the client may terminate this agreement at any stage, except:

- a) After settlement has been reached
- b) Within seven days before the start of a Tribunal or County Court hearing

If however, you choose to terminate this agreement against our advice where we think there is a reasonable prospect of success, we reserve the right to charge you for the time that has been spent on your case. Charges will be made at a rate of £20 an hr, up to a maximum limit of £300 per case.

By signing this agreement you are a) instructing us to act on your behalf in connection with your case against [] b) accepting the terms of this agreement and c) undertaking to pay Cheshire Halton & Warrington 35% of the gross of any award received in connection with this case.

Signed []: { } date: { }

Signed on behalf of Cheshire, Halton & Warrington Race & Equality Centre

{ } date: { }

** awards include any settlements, an award made by a County Court or Employment Tribunal.*