

---

# LEIGH DAY

Central Park  
Northampton Road  
Manchester  
M40 5BP

DX 53326 Clerkenwell  
+44 (0)161 393 3530  
postbox@leighday.co.uk

leighday.co.uk

**UK Offices**  
Chesterfield  
Leeds  
Liverpool  
London  
Manchester

---

**EMAIL:**

[asdaequalpay@leighday.co.uk](mailto:asdaequalpay@leighday.co.uk)

---

**TELEPHONE:** 0800 037 4045

---

**YOUR REF:**

---

**OUR REF:** LLD/844515/1

---

Dear Asda Colleague,

Thank you for instructing Leigh Day to deal with your case.

The purpose of this letter is to explain and record, for the avoidance of any doubt, the nature of the instructions that you have given to us, the advice that we have given you so far and the action that we have agreed to take to pursue the case further.

This letter should be read together with our Damages-Based Agreement (DBA) which contains important information about the costs of your claim and how we charge you for our work, A DBA is a form of “no win, no fee” arrangement where lawyers take a fee but only if you win your claim.

## **Your Requirements and Objectives**

You confirm you are, or have been in the last 6 years, an employee of Asda Stores Limited (“Asda”) and worked in an hourly paid role in an Asda store in England, Scotland or Wales.

During your employment with Asda you believe that you were paid less than male employees of Asda employed in distribution centres for work that was equal value.

You believe that you were subjected to breaches of equal pay legislation and unlawful sex discrimination in relation to your pay and conditions.

As a result of these breaches, you wish to obtain compensation in the shortest possible time, and also ensure equal pay in the future (whether by a pay rise or some other means).

You require us to advise you as to the possibilities of claiming compensation in respect of these breaches. You have also instructed us to begin the investigation of your claim and preparation of evidence.

## **The Issues involved**

The issues involved in your case are that we will need to prove that you were subjected to breaches of equal pay legislation in relation to your pay and conditions. We also need to prove the extent of the breaches in your circumstances.

The issues include:

- finding suitable comparators of a different sex;
- proving work of equal value with the comparators;
- showing that a stable employment relationship exists during any job changes or following new contracts being signed; and
- rebutting any argument that Asda has a “material factor” defence (a lawful reason to pay male-dominated jobs more than female-dominated jobs).

## **Your Options**

We will consider with you the possible ways of achieving your objectives, including whether mediation or some alternative dispute resolution procedure may be more appropriate than legal action.

## **Limitations or Exclusions**

At this stage, we are only representing you in relation to your equal pay and related sex discrimination, and not any other complaint about your employment with Asda. If, as the matter progresses, you wish us to take some further action other than that which we can foresee now, we will discuss with you at that point whether we are able to assist you and the cost implications of our doing so.

We have accepted your instructions in relation to your Equal Pay claim and have given you some preliminary advice and prepared a plan of further action which is set out below.

## **Advice**

Our preliminary advice is that there are reasonable to good prospects of establishing that you were subjected to breaches of equal pay legislation in relation to your pay and conditions.

As discussed, we believe that the potential benefits to be gained by bringing a legal case will justify the costs and risks involved, including any risk of having to pay an opponent’s costs.

## **Action**

The next steps that we need to take in this case are:

- to start the Early Conciliation Process with ACAS, or the pre-action process for civil claims;
- to present a claim form (ET1) to the employment tribunal or issue a claim form (N1) in the civil courts.

We will consider this plan further and send you any updated details in due course.

If you left Asda more than six months ago, you can only bring a claim in the High Court (see the section on “Key Dates” below).

## Key Dates

From the information that we have to hand at the moment, it appears that the key dates in your case are:

- Tribunal limitation date: The time limit in which your claim must be presented to the employment tribunal. Your limitation period starts from the end of your contract of employment and in the employment tribunal it is six months. If you are still employed by Asda, there is no time limit to present your claim in the employment tribunal (although your claim will only relate to the latest contract of employment, unless there is a stable employment relationship).
- Court limitation date: The time limit in which your claim must be presented to the civil courts. Your limitation period starts from the end of your contract of employment. In the civil courts it is 6 years (5 years in Scotland). If you are still employed by Asda, there is no time limit to present your claim in the civil courts.

If your employment with Asda has ended, the key dates will be carefully diarised on your file of papers and also on our central computer system.

**IMPORTANT: If any of the situations below happen please let us know immediately, as this may affect your ability to bring a claim:**

- (1) your employment ends;**
- (2) you sign a new contract;**
- (3) you change jobs (or job title).**

Another key issue is the period for which you can claim back pay. This is any time that you have been underpaid in the six years before the date on which a claim is brought in a court or tribunal. The longer the time between your contract with Asda ending and you presenting your claim, the less back pay you will be able to claim.

## **The Management of your Case**

I shall personally be dealing with your case. I am a partner of the firm. I will be assisted from time to time by Lauren Loughheed and Linda Wong together with other solicitors, chartered legal executives and paralegals working within the Employment department.

It is the policy of our firm, and indeed one of our professional responsibilities, that the work of the person handling your case be supervised by one of the partners in the practice. This rule applies even if the person handling your case is himself or herself a partner in the practice. The partners charged with responsibility for supervision of the work done on your case are Emma Satyamurti and Nigel Mackay, Heads of the Employment Department.

## **Service Levels**

At this stage, it is impossible for us to give an accurate prediction of the timescale for us to conclude your claim, as this will in part depend on the approach that Asda takes and the availability of the employment tribunal for substantive hearings. Our current best estimate is that it is likely to be at least 2028 before the claim is resolved. However, we will keep you informed if this is likely to change.

We will provide you with regular updates on the progress of your case. In these updates, we will explain the legal matters that arise and the work required as a result

---

# LEIGH DAY

in plain English. We will also update you on the legal costs incurred on your case at least every six months, notifying you if and when we envisage a more substantial cost. We will also keep you informed of the likely timescales for each stage of your case, and any changes to those. When there is a material change in circumstances, we will update you on whether the likely outcomes still justify the likely costs and risks associated with your matter. Finally, we will continue to review whether there are alternative funding options for your pursuit of this claim.

Our office is open from 9.30am to 5.30pm each weekday. If we need to meet with you, and if it is difficult for you to visit during these hours, it may be possible to arrange to meet outside normal office hours. Generally, the switchboard only deals with incoming telephone calls during office hours.

## **Conflict of Interest**

We have an overriding duty to act in the best interests of each client. We may therefore be unable to act for you or have to stop acting for you if there is a conflict between your interests and those of another client, or between our interests and your interests. This is known as a conflict of interest. We have procedures designed to prevent us acting for a client in a matter where there could be a potential conflict of interest and we carry out conflict of interest checks in each case.

## **Costs**

### **Our legal costs if your claim is successful:**

As detailed in the accompanying Damages Based Agreement (DBA), to which you should refer, the Fee you pay to us for the work we have done on your behalf, if your claim is successful, will amount to 25% of your financial compensation plus VAT. If you do not recover compensation, you pay nothing.

If your case is dealt with by a court rather than the ET, it may also be necessary to take out insurance to cover the risk of paying Asda's costs if the claim fails. We will advise you about this further where appropriate. If the claim fails, then you will not have to pay for the insurance. If the claim succeeds, then the cost of the insurance will be deducted from your compensation in addition to the DBA Fee.

In very exceptional circumstances, the Respondent may be required to pay some of our costs. Our Fee will first be taken from any costs recovered from Asda, and the balance (if any) will then be taken from your compensation.

### **Our legal costs if your claim is unsuccessful:**

We are acting on "no win, no fee" terms, which means that if the claim is unsuccessful or you do not recover compensation at the end of the claim, you will not be required to pay us anything.

## **Estimate of the Costs**

Even though we are acting on "no win, no fee" terms, we are required to give you an estimate of the likely costs of the case. Please do not be alarmed by the figures because under the DBA you will only pay us if you win, in which case our charges will be deducted from your compensation, and will not exceed 25% of the sum you recover, plus VAT.

Our costs are calculated based upon the time we spend engaged on your matter (see clause 9 of the DBA for details).

So far as the costs estimate is concerned, it is almost impossible for us to give accurate estimates of the probable total costs of the case or the amount of time it will take. This is because there are some things we cannot control, in particular, the attitude the other side will take to your case. As an approximation, we anticipate that the litigation could cost:

**Cost per individual client:**

Possible number of clients	Cost per individual client
25,000	£1,400 inc. VAT
30,000	£1,200 inc. VAT

The above estimates are based on 25,000 and 30,000 clients. If we have more clients than this, the cost to each client is likely to be lower.

Once you have entered into the DBA your right to challenge the terms including the hourly rates set out in that Agreement will be restricted. If you dispute the amount of our costs and expenses you have the right to make an application to the Court for these to be checked. We will not make the application for you. You may make an application within a year of receiving a bill from us, but if you make the application more than a month after receiving a bill you may be ordered to pay some money to us or to court. If you delay for more than a year you may not be allowed to have our bill checked by the court.

**Funding Options**

This is a brief overview of the options available to you in funding this claim.

**Damages-Based Agreements (DBA)**

A DBA is a form of “no win no fee” arrangement whereby lawyers take a fee but only if you win or settle your case. This fee is calculated as set out in the DBA, which also explains how disbursements will be covered (these are payments we make on your behalf to others involved in the case).

If you win your claim, then the fee will be payable within 1 month after any appeal to a higher court has been finally disposed of, or, if there is no appeal, within 1 month after the time for lodging such an appeal has expired. If we win your claim, we will ask Asda to pay us your compensation directly, from which we will take our fees before transferring the remaining compensation to you.

If you lose, you don't have to pay our costs.

If you end the DBA before we consider that the work is completed, or behave unreasonably, you may be liable to pay our normal professional charges, as set out in the DBA. Full details including our usual hourly rates are set out in the DBA.

## Other Options

1. **Trade union** - If you are a trade union member, your trade union may provide funding for employment claims.
2. **Community legal service** - In very limited circumstances Community Legal Service assistance (previously known as legal aid) is available. It is generally only available to those on benefits or in receipt of very low income. In employment tribunal claims such advice does not cover representation at employment tribunal hearings.
3. **'Pro bono' or free advice** – Such advice is sometimes available from organisations such as the Free Representation Unit or Bar Pro Bono Unit. Given the complexity of your case and the fact that the claim is being brought on behalf of a large number of individuals in a similar position to you, I do not think you will find solicitors and barristers prepared to represent you for free in this case.
4. **Private funding** – If none of the other forms of funding are available or appropriate for a particular claim, then you can pay us privately. This means you pay our costs and disbursements as your case proceeds. We do not, however, think this is the most appropriate method of funding this particular claim. We estimate that if you were to instruct us on a privately funded basis, where the costs would not be shared with other claimants in the group, your costs would be significantly in excess of the shared cost set out above.
5. **Legal Expenses Insurance** - Some individuals have legal expenses insurance as part of their home and contents insurance, car insurance policies and credit cards. If you have this insurance, the insurer may be required to cover the costs of your litigation against an employer. If you are unsure whether you have other legal expenses insurance, please contact your home/contents insurer and ask as soon as possible but please be aware that we are not able to represent you via any legal expenses insurance for this claim.

## Funding Next Steps

At this stage, we recommend that the most suitable funding arrangement in your case will be for you to enter into a Damages-Based Agreement (DBA). We require all of our clients pursuing this claim without trade union funding to agree to the DBA, so that we have a retainer in place to enable us to do work on your behalf on a collective basis.

We have entered into an arrangement with a litigation funder for funding that will be used to cover some of our costs in connection with your Claim. Should your claim succeed, Leigh Day will share a portion of Our Fee with the litigation funder. You will not have to pay anything directly to the funder. The involvement of a third-party funder does not constrain, influence or affect the legal or professional judgment of Leigh Day.

## Complaints

Leigh Day is committed to providing high quality legal advice and client care. If you are unhappy about any aspect of the service you have received or about your bill, please bring it to our attention as soon as you can. We will try to resolve the matter fairly and quickly. We will apologise if need be and do our best to offer a practical solution.

You can obtain a copy of our complaints procedure here: <https://www.leighday.co.uk/our-complaints-policy> or by request.

If we are unable to resolve your complaint, then you can have the complaint independently looked at by the Legal Ombudsman. The Legal Ombudsman investigates complaints about services issues with solicitors.

The Legal Ombudsman expects complaints to be made to them within one year of the date of the act or omission about which you are concerned or within one year of you realising there was a concern. You must refer your concerns to the Legal Ombudsman with six months of our final response to you.

You can contact the Legal Ombudsman at PO Box 6167, Slough, SL1 0EH.

Telephone: 0300 555 0333

Email: [enquiries@legalombudsman.org.uk](mailto:enquiries@legalombudsman.org.uk)

Website: [www.legalombudsman.org.uk](http://www.legalombudsman.org.uk)

The Legal Ombudsman has produced helpful booklets to guide you if you have a complaint. We can let you have copies on request, or you can find them on the Legal Ombudsman's website. They are called **Here to Help, How to Complain to Your Service Provider, Investigating Your Complaint and Our Approach to Investigations**

The Solicitors Regulation Authority (SRA) can help you if you are concerned about our behaviour and that it may be in breach of the SRA's Code of Conduct. You can find information on how and when to raise a concern with the SRA on the SRA website here; <https://sra.org.uk>

If your complaint is about your bill you can apply for an assessment of the bill under Part III of the Solicitors Act 1974. The Legal Ombudsman cannot consider a complaint about the bill if you have applied to the Court for assessment of the bill. We may be able to charge interest on all or part of an unpaid bill.

Any concerns about our commitment to equality, diversity and inclusion will be dealt with in line with our Equality, Diversity and Inclusion policy, which is available upon request.

## **The Firm**

Leigh Day is a legal disciplinary partnership. We are regulated by the Solicitors Regulation Authority under registered number 00067679. Our VAT number is 429700745. A list of partners is available for inspection at our Registered Office: Panagram, 27 Goswell Road, London, EC1M 7AJ.

## **Professional Indemnity Insurance**

We maintain Professional Indemnity Insurance in the interests of our clients. If you require details of this insurance, it may be obtained from our offices on request.

## **Confidentiality/ Communication**

Generally speaking, the law says that the information you give to your solicitor and/or their agents for the purpose of obtaining legal advice or because you are involved in litigation is confidential. Your solicitor may not disclose it to anyone, even members of your family, without your permission.

Leigh Day are likely to be assisted by other third parties, such as litigation funders or IT providers, who provide the firm with a range of support and services, all of which may assist us in running your case. The provision of these services to the firm does not constrain, influence or affect the legal and professional judgement of Leigh Day; it merely improves the service we offer you as our client.

We are therefore required to share case information with third parties such as litigation funders, barristers, experts, credit check companies and technology solutions providers who will abide by similar rules relating to data protection as those that apply to us.

We are often contacted by the media and, if requested to do so, we will discuss your case in generic terms only whilst the claim is still active. If you are interested in being featured in media stories about your case or about equal pay matters more generally, please let us know.

## **Data Protection**

All information that we hold concerning you as an individual will be held and processed by the firm in accordance with current UK data protection legislation. Such personal and sensitive data will be used by the firm to provide you with legal services and for related purposes, such as to inform you about the firm's services and events. We will not, without your consent, supply your name and addresses to any third party except where:

- such transfer is a necessary part of the legal services that we undertake,
- the transfer is necessary to comply with the reasonable requirements of the third party who is funding your claim,
- the transfer is necessary to comply with the reasonable requirements of any after the event insurer we engage, or
- We are required to do so by operation of law.

As an individual, you have a right under Data Protection Legislation to obtain information from us, including a description of the data that we hold on you. Should you have any queries concerning this right, please contact our Data Protection Officer, Viviana Marcus ([dataprotection@leighday.co.uk](mailto:dataprotection@leighday.co.uk)). A copy of our firm's Privacy Policy is available on our website. Please let us know if you would like the policy sent to you.

## **Communicating with you**

We usually correspond with clients by email and on occasion by first class post. However, if that is not appropriate in your case, we can agree with you a reasonable,

---

# LEIGH DAY

alternative method of communicating with you. We take the privacy of all our clients very seriously. Where we are sending sensitive material in the post, such as, for example, medical records or reports, we will use Recorded Signed For delivery to protect, so far as possible, against the loss or misuse of this information. We have a Data Protection policy (available upon request), which explains in more detail the email and the security standards that we apply.

If you are happy for us to discuss your case with any other person, would you please provide their details to us, including their name, relationship to you and contact details.

## **Taking Instructions**

As your claim will be one claim within a group of claims based on same/similar facts, and to ensure that we deliver a timely service in a cost-efficient manner, we are unable to take your individual instructions in relation to each aspect of the litigation. Accordingly, we will take strategic and day to day decisions about the litigation on your behalf, provided always that we act in accordance with our duties to you and the Employment Tribunal or court.

In the event that a settlement is offered to settle your case, we will advise you whether to take the settlement in accordance with the Damages Based Agreement. It is your choice as to whether you wish to accept our advice. If you choose not to accept our advice on settlement or any other matter, then we may end the Damages Based Agreement in accordance with clauses 7 and 10.

## **Terminating our Retainer**

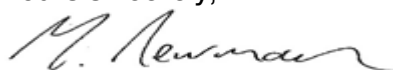
You may end your instructions to us in writing at any time (except in the particular circumstances outlined in the DBA), but we can keep all your papers and documents while there is still money owed to us for fees and expenses. We may decide to stop acting for you if we have good reason to do so.

We must give you reasonable notice that we will stop acting for you. If we decide that we should stop acting for you (in the circumstances detailed in the DBA) you may have to pay our costs up until that point in accordance with our DBA.

You must also let us know if you are subject to a bankruptcy order or if a bankruptcy petition has been presented by or against you or you are subject to any other form of insolvency process. This applies both at the outset and throughout the course of your case. This is because it could affect us being able to conduct your Claim and have an impact on your award of compensation. If you are declared bankrupt, some or all of your compensation may go to your Trustee in Bankruptcy.

If there is anything that you would like to discuss at this stage regarding the arrangements for the conduct of your case, or you would like any other information, please do not hesitate to contact the Asda Equal Pay Team on 0800 037 4045 or [asdaequalpay@leighday.co.uk](mailto:asdaequalpay@leighday.co.uk).

Yours sincerely,



**Michael Newman**  
**Partner**  
**Leigh Day**

## DAMAGES-BASED AGREEMENT

This Agreement is a Damages-Based Agreement (“DBA”). A DBA is a form of “no win no fee” arrangement where your legal team is only paid out of the compensation you recover if you win your case.

This Agreement is a legally binding contract between you and Leigh Day. Please read it carefully and keep it for future reference. If there is anything you do not understand, or if you want any further explanation, please do not hesitate to ask us.

The rules for DBAs are different for cases in employment tribunals and cases in the courts. This DBA covers both sorts of case. Where the terms of this Agreement differ for court cases and tribunal cases, this is made clear below.

### 1. The parties

- (1) Leigh Day of Panagram, 27 Goswell Road, London EC1M 7AJ (referred to below as “us” and “we”)
- (2) You “the client” (referred to below as “you” and “your”)

### 2. Work covered by this Agreement

This Agreement covers your claim against Asda Stores Limited or any associated company (“Asda”) concerning your right to equal pay and/or for compensation for sex discrimination (the “Claim”).

This Agreement will apply to proceedings in an employment tribunal and (where appropriate) the Employment Appeal Tribunal (“Tribunal Cases”) or the first instance courts (“Court Cases”).

The Agreement only covers an appeal to the Employment Appeal Tribunal where we have advised you to appeal (or to defend the appeal if the appeal is brought by Asda).

This Agreement covers all the work we do on your Claim, even if it was before the date of this Agreement.

### 3. Work not covered by this Agreement

- Any claim for personal injuries
- Any counterclaim against you
- Any appeal proceedings brought or defended against our advice
- Any appeal brought by you or ASDA in the Court of Appeal or Supreme Court
- Any proceedings you take to enforce a judgment, order or agreement
- Any proceedings for the detailed assessment of the costs of this claim.

Where you instruct us to carry out work not covered by this Agreement, then unless otherwise agreed in writing you will pay us our Normal Professional Charges for our work whether you win or lose. Our Normal Professional Charges are explained at clause 10 below. We will, however, consider offering you another form of “no win, no fee” agreement for such work, and inform you if this is possible.

## **4. What happens if you Win**

You “Win” your Claim if you recover compensation from Asda, whether because of an order of a court or tribunal or by agreement.

If you Win the Claim then you must pay us our fee, which will be 25% of the compensation that you recover, plus VAT (“the Fee”). In addition, where you take out insurance to cover your potential liability for Asda’s costs in Court Cases, then if you Win you must also pay the premium (or your share of the premium if liability is shared with other claimants). Your liability to pay any such premium will result from your separate agreement with the insurer and not from this Agreement.

The reasons for setting the Fee at the level stated above are specified in schedule 1 to this Agreement.

At the current rate of VAT, this would mean that you pay us 30% of your compensation in total, but this percentage would be different if the rate of VAT is changed by the government. Whatever the rate of VAT, we will never charge a Fee which exceeds 35% of your compensation inclusive of VAT, so if the government increases VAT significantly then the Fee inclusive of VAT will be capped at that amount.

Any expenses that we incur (including barristers’ charges) will be paid out of our Fee, and will not be charged separately to you.

If in any case you are required to pay Asda’s costs, then if you Win our Fee will only apply to the net compensation you recover after any costs paid or payable to Asda have been deducted. For example, if you recover £10,000 but have to pay £1,000 of Asda’s costs, then our Fee will be 30% (that is 25% + VAT) of £9,000. However, this clause does not apply: (i) where Asda’s costs are paid on your behalf (e.g. under an insurance or other indemnity arrangement) or (ii) where your liability for Asda’s costs results from your unreasonable conduct. In such cases our Fee will remain payable on the full amount of your compensation, before any costs liability to Asda is deducted.

## **5. What happens if you lose**

You “Lose” your Claim if it ends without you recovering any compensation. If you Lose, you pay us nothing.

## **6. What happens if You end this Agreement early**

You can end this Agreement at any time, except in Tribunal Cases where you cannot end it:

- after a settlement has been agreed; or
- within 7 days before the start of the tribunal hearing.

Where you end the Agreement early then you must pay our Normal Professional Charges in accordance with clause 10 below.

## **7. What happens if We end this Agreement early because you have behaved unreasonably**

We may end this Agreement if you have behaved or are behaving unreasonably. Where we end the Agreement in these circumstances then you must pay our Normal Professional Charges in accordance with clause 10 below.

## 8. What happens if we end this Agreement early for other reasons

We may otherwise end this Agreement on reasonable notice. Where we do so, then you pay us nothing.

In any circumstances where we end the Agreement, we will explain our reasons to you in full **and** will discuss whether we are prepared to enter into a replacement agreement on different terms.

## 9. What happens after the Agreement ends

After this Agreement ends, we will apply to have our name removed from the record of the proceedings in which we are acting. Where sums are payable to us, we have the right to keep any money or other property of yours (including your full case papers) until we are paid in full.

## 10. Our “Normal Professional Charges”

So long as you keep to the terms of this Agreement, your liability to pay us is limited to the Fee. However, it may sometimes be necessary to calculate our costs on a time spent basis: (i) for the purposes of recovering costs from others (which will be set-off against and therefore reduce or extinguish the Fee); (ii) where this Agreement is terminated early under clauses 6 or 7 above; or (iii) where you instruct us to perform work not covered by this Agreement.

In these circumstances, our costs will be calculated in units of one tenth of an hour. Routine letters, emails and telephone calls will be charged as 1 unit. Other letters/emails and telephone calls will be charged on a time spent basis. Our hourly rates are:

Grade of Fee Earner	Hourly Rate (London/Manchester office)
1 Legally qualified staff with over eight years post qualification experience including at least eight years litigation experience, or staff with equivalent experience or responsibilities.	<b>£420 / £261 plus VAT</b>
2 Legally qualified staff with over four years post qualification experience including at least four years litigation experience, or other staff of equivalent experience or responsibility.	<b>£320 / £218 plus VAT</b>
3 Other legally qualified staff, and other staff of greater experience or responsibility than grade 4 staff.	<b>£250 / £178 plus VAT</b>

4 Trainee solicitors, paralegals and other junior fee earners with no professional qualifications.	<b>£145 / £126 plus VAT</b>
---	-----------------------------

These rates are subject to review and we will notify you of any change in the above rates in writing. Where costs are calculated under this clause, our disbursements and expenses (including VAT where applicable) will also be included in addition to our time spent.

Where your Claim is brought as part of a group of similar claims, then our Normal Professional Charges will consist of both the costs individual to your Claim (“Individual Costs”) and the costs which are common to the group (“Common Costs”). For the purposes of calculating our Normal Professional Charges in such cases, we will (unless a costs sharing order or agreement provides otherwise) attribute to your case: (i) the whole of its Individual Costs and (ii) a share of the Common Costs calculated by dividing the Common Costs equally between each member of the group. For these purposes we may (i) deem each member of the group to have been a member from the beginning; and (ii) calculate the Common Costs in quarterly accounting periods and for each quarter divide them equally between the members of the group who were members during that quarter.

#### **11. Having Our Charges Checked by the Court**

Where sums are payable to us by you then you may have the right to have our charges checked by the court. You can apply to the court for an assessment of our charges, and/or for an enquiry into the fairness and reasonableness of this agreement. Any application should be made via a Part 8 Claim Form to the Senior Courts Costs Office, which is part of the High Court in the Royal Courts of Justice in London (there are however regional costs judges as well and you may also make an application to a district registry of the High Court).

You should note that because you have entered this written Agreement, your rights may be subject in Tribunal Cases to section 57 of the Solicitors Act 1974 (non-contentious business agreements), and in Court Cases to sections 59 to 61 of the Solicitors Act 1974 (contentious business agreements). Rights to have solicitors’ charges checked by the court are subject to strict time limits, and you should therefore make any application to the court as soon as possible. Please ask us at any time if you want further information about your rights. You may also wish to consider taking advice from an independent solicitor or costs lawyer, or from Citizens Advice.

#### **12. Starting work during the Cancellation Period**

Your statutory right to cancel this Agreement is stated in notice of the right to cancel in schedule 2 to this Agreement.

By entering into this Agreement, you authorise us to start work on your Claim before the end of the cancellation period. If, in accordance with your instructions, we start work on your case and you then exercise your right to cancel then we may charge you our Normal Professional Charges for work done to the point of cancellation.

#### **13. Other Points**

This Agreement is intended to comply with the Damages Based Agreements Regulations 2013, and the parties agree that it should be construed so as to comply

with those Regulations, and that this should take precedence over any other principle of legal interpretation.

If any part of this Agreement is unenforceable or unlawful or would if given effect render this Agreement or any part of it unenforceable or unlawful, then that part of the Agreement is agreed to be without effect and severed from this Agreement, with the remainder of this Agreement remaining in effect.

## 14. Entering this Agreement

You confirm, on entering this Agreement, that we have provided to you information about the following:

- (a) when you might seek a review of Leigh Day's costs and expenses and the procedure for doing so;
- (b) the dispute resolution service provided by the Advisory, Conciliation and Arbitration Service (ACAS) relating to your equal pay/sex discrimination claims;
- (c) other methods of pursuing the claim or financing the proceedings which may be available to you (such as legal aid, legal expenses insurance, pro bono (i.e. charitable representation) and/or trade union representation);
- (d) when costs (including disbursements and other expenses) might become payable; and
- (e) a reasonable time estimate of the amount that is likely to be spent on your case and what that will cost (inclusive of VAT).

**This Agreement will become binding once you have clicked the button on the Equal Pay Now website accepting the terms of this agreement and the Client Care Letter. By clicking the button you confirm you have READ and AGREE to the:**

- 1. **Client Care and Costs Letter;**
- 2. **DBA; and**
- 3. **Form of Authority (see below).**

---

### FORM OF AUTHORITY

I, hereby authorise any compensation payable in my Claim to be paid in the first instance to Messrs Leigh Day of Panagram, 27 Goswell Road, London EC1M 7AJ either by BACS or cheque payable to Leigh Day.

I, further authorise Leigh Day to deduct the Fee as defined at paragraph 4 in the Agreement, together with any insurance premium, prior to giving me the balance of my compensation.

---

**Schedule 1**

The Fee set out in the Agreement reflects the following:

- a) that we will only be fully paid if you win your case and recover some financial benefit;
- b) that we are also funding the expenses of you claims (including barristers' and expert fees which may be very substantial) and that we will also have to write-off this expenditure if you lose;
- c) our assessment of the risks of your case, including the difficulties and complexities inherent in discrimination and equal pay claims brought on behalf of large number of Claimants;
- d) the delay in us being paid;
- e) the fact that the Claim may require several preliminary hearings, and a complex and lengthy final hearing at court or employment tribunal;
- f) the fact that the Claim is a group or multiple Claim (one of several similar claims); and
- g) our experience of equal pay litigation against supermarkets is that they are likely to contest legal points rather than seeking an amicable resolution.

## Schedule 2 Notice of the right to cancel

You have the right to cancel this Agreement within 14 days of receiving this Notice (or of entering this Agreement if that date is later). The cancellation period then expires.

You do not have to give any reason for cancelling.

If you wish to cancel this Agreement, you must inform us of your decision by a clear statement (e.g. by a letter, fax or email).

The address to send any cancellation notice to is:

**Lauren Lougheed**

Leigh Day  
Central Park  
Northampton Road  
Manchester M40 5BP

T: 0800 037 4045  
F: 020 7253 4433  
e: [asda@leighday.co.uk](mailto:asda@leighday.co.uk)

Quoting ref: **LLD.844515**

To meet the cancellation deadline, it is enough that you send us the statement referred to above before the cancellation period has expired.

By signing this Agreement you give us specific written authority to start work on your case before the cancellation period ends. If, in accordance with your instructions, we have started work on your case and you then cancel we will have the right to charge you a reasonable amount for the work which has been performed prior to you communicating the decision to cancel, which will be calculated in accordance with clause 10 of this Agreement.