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**Private and Confidential**

Sent via email on completion of sign up

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**EMAIL:** [MorrisonEqualPay@leighday.co.uk](mailto:MorrisonEqualPay@leighday.co.uk)

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**TELEPHONE:** 020 3780 0410

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**OUR REF:** ESA/00092362/1

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**DATED:** See date of email

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Dear Morrisons Colleague,

**Client Care And Costs Letter: Morrisons Equal Pay Claim**

Thank you for instructing Leigh Day to deal with your case on a Damages Based Agreement. This letter is to explain and record the instructions you have given us, the advice that we have given you, and the action that we have agreed to take.

**Your Requirements and Objectives**

During your employment with Wm Morrison Supermarkets PLC or an associated or parent company ("Morrisons") you believe that you were paid less than male employees of Morrisons employed in distribution centres for work that was of equal value such that your pay and conditions are in breach of equal pay legislation and are unlawful sex discrimination.

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 about claiming compensation for these breaches. You have asked us to begin investigating your claim and preparing evidence.

**The Issues**

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

The issues include:

- identifying suitable comparators of a different sex;
- proving that you and your comparator worked at the same establishment or at establishments where common terms apply;
- proving work of equal value with the comparators;
- showing you had a stable employment relationship during any job or contract changes; and
- rebutting any argument that Morrisons has a "material factor" defence (a lawful reason to pay male-dominated jobs more than female-dominated jobs).

## **Your Options**

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

ACAS is a government funded free service that offers advice to employers and employees. They are also able to assist in the settlement of potential employment claims and for claims that have already been issued. If as your case progresses there is a realistic chance the case may settle without the need for a hearing and we believe ACAS input will be of assistance we may contact them to see if they can offer assistance.

In addition, before anyone can start a claim in the Employment Tribunal ("ET"), we are required to engage in Early Conciliation. We will therefore submit a request for Early Conciliation before submitting your claim to the ET. ACAS manages this process.

## **Limitations or Exclusions**

At this stage, we are only representing you in relation to your equal pay claim (in the Employment Tribunal only), and not any other complaint about your employment with Morrisons. If you did want us to take some further action, we would discuss with you whether we are able to assist you, and what it would cost (if anything).

We have accepted your instructions in relation to your Equal Pay claim. Our plan of further action 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 and unlawful sex discrimination in relation to your pay and conditions.

We believe that the potential benefits to be gained by bringing a legal case 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;
- to present a claim form to the ET.

We will send you updates as the case progresses.

## **Key Dates**

The key dates in an equal pay case are:

- Tribunal limitation date: this is the deadline by which your claim must be presented to the ET. Your limitation date is six months minus one day from the end of your contract of employment, or from the date of certain changes to your employment (please see below). If you are still employed by Morrisons and there have been no such changes, there is no time limit to present your claim in the ET (although your claim will only relate to your 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 in England and Wales it is 6 years (5 years in Scotland). If you are still employed by Morrisons, there is no time limit to present your claim in the civil courts.

If your employment with Morrisons has ended and your claim is within time for an Employment Tribunal claim, the key dates will be carefully diarised. Please note that we are not currently investigating claims in the civil courts or taking any steps in relation to this.

**IMPORTANT: If any of the situations below happen or have happened, please let us know immediately, as this may affect your ability to bring a claim and the deadline for doing so:**

- (1) your employment ends;**
- (2) you are given 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 Morrisons ending and you presenting your claim, the less back pay you will be able to claim.

## **Timescales**

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 attitude that Morrisons take to your claim. Our current best estimate is that it is likely to take around five years for your claim to be resolved. However, we will keep you informed if this is likely to change.

## **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 Chris Benson (Partner), Sharika Parbin (Solicitor), Simon Cuthbert (Solicitor), Charlotte Ray (Solicitor), Josh Green (Solicitor) and other members in 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 a partner. The partner charged with responsibility for supervision of the work done on your case is Chris Benson, managing partner of the firm and one of the partners in the Employment Department.

## **Service Levels**

We will provide you with regular updates on the progress of your case. We will also update you on the costs in your case at least every six months, notifying you if any estimate changes substantially. 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 (excluding bank holidays). 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.

## **Estimate of the Costs**

As detailed in the Damages-Based Agreement (DBA) your Fee will be equal to 25% of your financial compensation plus VAT. There are 3 types of legal costs that will be incurred in this claim: our costs, barristers' fees, and other disbursements. Our costs are calculated based upon the time we spend engaged on your matter (see the DBA for details) together with barristers' costs (referred to as Counsel's fees). Disbursements are those payments we make to others on your behalf.

Unfortunately, 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. We anticipate that, if you paid for the work done on your claim individually and on an hourly basis, rather than a no-win no-fee agreement, it could cost in excess of £60,000 plus VAT.

### **Cost per individual client:**

<b>Possible number of clients</b>	<b>Annual cost for each individual</b>	<b>Cost for each individual for 5 years</b>
5,000	£300 inc VAT	£1,500 inc VAT

The above estimates are based on 5,000 clients. If we have more clients than this, the cost to each client is likely to be lower. This estimate is intended to give you an idea of the cost that we are incurring in your case as we prepare the case.

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 potential options available to you in funding a claim.

### **Damages-Based Agreements (DBA)**

A DBA is a form of "no win no fee" arrangement where lawyers take a fee but only if you win or settle your case. The way this fee is calculated is 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 ended, or, if there is no appeal, within 1 month after the time for starting such an appeal has ended. If we win your claim, we will ask Morrisons to pay

us your compensation directly, from which we will take our Fee, 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 Your Share of the Total Cost. 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.
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. Please see Estimate of Costs above for an indication as to the potential cost of privately funding a case like this
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 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 to agree to the DBA, so that we have a retainer in place to enable us to do work on your behalf.

We will make any payment to a third party litigation funder out of the fees that we receive from you, as agreed under the terms of the Damages Based Agreement. The involvement of a third party funder does not constrain, influence or affect the legal and professional judgement 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), or at the following 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: Leigh Day, 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.

## **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 UK Data Protection Act 2018 and the provisions of the General Data Protection Regulation (GDPR). 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 a third party who is funding your case, 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 at [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.

## **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, 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 and technology solutions providers who will abide by similar rules of confidentiality 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.

## **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, 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.

Finally, 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 the same or 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.

In the event that a settlement offer is made to settle your case, we will advise you whether to accept in line with clause 6 of the DBA. 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 DBA in accordance with clauses 7 and 10 of the DBA.

## **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. 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.

If there is anything that you would like to discuss at this stage regarding this letter or your case, or you would like any other information please do not hesitate to contact the Morrisons equal pay team on 020 3780 0410 or [MorrisonEqualPay@leighday.co.uk](mailto:MorrisonEqualPay@leighday.co.uk)

Yours sincerely



**Emma Satyamurti**  
**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 whereby lawyers take a fee but only if you win your case.

This Agreement is a legally binding contract between you and Leigh Day.

### 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

Work done by us from 17/01/2018, the date upon which we began work on this matter, in respect of your Employment Tribunal claim for equal pay and sex discrimination against Wm Morrison Supermarkets PLC or an associated or parent company (“Morrisons”) (the “Claim”). This Claim is part of a multiple party claim brought on behalf of a number of individuals with the same or similar claim to yours.

### 3. Work not covered by this Agreement

- Any counterclaim against you
- Any appeal proceedings

### 4. What happens if you Win

If you Win the Claim you pay us a fee equivalent to 25% (plus VAT) of any compensation awarded by the Employment Tribunal or any settlement sum obtained (“the Fee”). You will not be charged any additional fee for disbursements.

A “Win” for the purposes of this Agreement means:

- The Employment Tribunal awards you a sum of compensation in respect of the Claim or part of it (or a final decision to that effect is substituted by a higher court); and/or
- You agree to accept compensation under a settlement; and/or,
- The Employment Tribunal finds in favour of another claimant who is bringing a claim against Morrisons for Equal Pay and that decision is applied to you by the Tribunal or Respondent.

“Disbursements” are payments we make on your behalf to others involved in the case. We would expect the main disbursements to be barristers’ fees and experts’ fees. We may also incur travelling and subsistence expenses for attending any tribunal hearing or meetings.

The level of the Fee is based upon our assessment of the Claim as set out in the schedule at the end of this Agreement.

For what happens if the Agreement ends before the case is won or lost, please refer to paragraph 10.

You agree that we may receive the compensation your opponent has to pay and deduct our fee from that sum received. We agree to pay you the remainder of the compensation.

If your opponent fails to pay any compensation or settlement sum owed to you we have the right to take recovery action in your name to enforce a judgment, order or agreement. The costs of this action are payable by you to us in addition to our fee.

## 5. What happens if you lose

If you lose the Claim (meaning that an employment tribunal reaches a decision which does not uphold the claim or part of the claim) you do not pay us anything. We will pay the disbursements that have been incurred on the claim and the VAT on disbursements.

## 6. Our responsibilities

We must always act in your best interests in pursuing your Claim for compensation and obtaining for you the best result reasonably obtainable, subject to our duty to the Employment Tribunal. We must explain to you the risks and benefits of taking legal action. We must give you our best advice about whether to accept any offer of settlement.

## 7. Your responsibilities

You must give us clear instructions, which allow us to do our work properly. You must not ask us to work in an improper or unreasonable way. Unreasonable behaviour also includes, but is not limited to:

- a. deliberately misleading us;
- b. not co-operating with us when asked;
- c. rejecting our advice about reaching a settlement with your opponent;
- d. failing to disclose all information relevant to your Claim;
- e. failing to keep confidential all information received by you in connection with your Claim, and the Claims of any other Claimants with same/similar claims to you;
- f. failing to comply with all the terms of this Agreement;
- g. entering into any direct negotiations or agreements with an opponent without our prior agreement.
- h. not letting us know if you are subject to a bankruptcy order or a bankruptcy petition has been presented by or against you or you are subject to any other form of solvency 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.

## 8. Our normal professional charges

These are the figures we use to calculate our costs as part of Your Share of the Total Cost. **“Your Share of the Total Cost”** is calculated by dividing the **“Total Cost”** of bringing the Claim by the number of Claimants by whom we are instructed in the Claim at the time that this Agreement is terminated.

The **“Total Cost”** includes both our costs and the disbursements for work done on the Claim incurred from 17/01/2018 (the date upon which we began work on this matter) until the date of termination of this Agreement. The Total Cost will be calculated less any payments received towards the Total Cost from other Claimants.

## 9. How we calculate our normal professional charges

These are calculated for each hour engaged on your matter. Routine letters and telephone calls will be charged as units of one tenth of an hour. Other letters and telephone calls will be charged on a time spent basis. The hourly rates are:

Grade of Fee Earner	Hourly Rate
1 Solicitors or employed barristers with over eight years post qualification experience including at least eight years litigation experience.	<b>£420</b>
2 Solicitors and legal executives with over four years post qualification experience including at least four years litigation experience.	<b>£320</b>
3 Other solicitors and legal executives and fee earners of equivalent experience	<b>£250</b>
4 Trainee solicitors, paralegals and other fee earners.	<b>£145</b>

These rates are subject to review and we will notify you of any change in the above rates in writing.

## 10. What happens if the Agreement ends before the Claim ends

You can end the Agreement at any time except:

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

But please be aware that if you end the Agreement before we agree with you that the work on the Claim has ended, you agree that you shall be liable to pay Your Share of the Total Cost up to the date you end the Agreement calculated at the hourly rate plus the costs of any disbursements and VAT on both costs and disbursements.

We have agreed to act on your behalf without payment unless we win or settle the Claim. We are potentially acting for you without payment and can therefore end the Agreement at any time.

If you have behaved or are behaving unreasonably we can end the Agreement at any time and charge you for our costs up to the date the Agreement ends.

The following are examples (but not an exclusive list) of the circumstances which might constitute unreasonable behaviour and lead us to end the Agreement:-

- a. If you do not keep to your responsibilities in paragraph 7 above. You are then liable to pay us Your Share of the Total Cost incurred up to the date the Agreement ends calculated at the usual hourly rate plus VAT plus disbursements.
- b. If you reject our opinion about making a settlement with your opponent. You are then liable to pay us Your Share of the Total Cost incurred up to the date the Agreement ends calculated at the usual

hourly rate plus VAT plus disbursements. Please note that we will only advise that you accept a settlement if the sum offered, having regard to the value of any likely compensation and your prospects of success, is, in our opinion, a reasonable sum.

We can end the Agreement at any time but will not charge you for our costs up to the date the Agreement ends in the following circumstances:

- a. If we come to believe that you are unlikely to win and/or should withdraw the Claim;
- b. If the value of the Claim does not make it financially worthwhile for us to pursue the Claim;
- c. If your opponent makes a counterclaim against you or makes allegations or produces evidence which in our opinion increase the risk of losing the Claim and we no longer believe that we should act for you on a "No win, No fee" basis.

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 and, if not, what our normal professional charges would be to continue to act on your behalf.

Once you have entered into this Agreement your right to challenge the terms including the hourly rates set out above 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.

## **11. Starting work**

By entering into this Agreement you authorise us to start work on your case before the end of the 14-day cancellation period. If, in accordance with your instructions, we start work on your case and you then cancel the Agreement we will have the right to decide whether you must pay our basic charges and disbursements.

## **12. What happens after the Agreement ends**

After the Agreement ends we will apply to have our name removed from the record of the Employment Tribunal proceedings in which we are acting. We have the right to preserve our lien over any property of yours (including your full file of relevant documents) in our possession unless any money owed to us under this Agreement is paid in full. This means we can keep your papers until you pay us in full for any fees due from you under this Agreement.

## **13. Your opponent's costs**

Employment Tribunals have the power to award costs in limited circumstances only. Awarding costs means that one party is ordered to pay the other party's legal costs. At the date of entering into this Agreement we are not aware of any information about your Claim which gives rise to a risk of this happening. If such a risk arises as the Claim progresses we will notify you immediately.

The 2013 Tribunal Regulations provide that a Tribunal may make a Costs Order against a Claimant (or Respondent) where the paying party has in bringing the proceedings, or

her or his representative has in conducting the proceedings, acted vexatiously, abusively, disruptively or otherwise unreasonably, or the Claim or defence had no reasonable prospect of success.

If we recover costs from the Respondent(s), you agree that we are entitled to keep these costs in full. This amount would be apportioned between the number of Claimants, and deducted from the Fee.

If you are ordered to pay costs to the Respondent(s), then those costs will be payable by you.

The Tribunal may also make a costs order against a party who seeks an adjournment or postponement of a hearing or failed to comply with a Tribunal Order or Practice Direction.

The amount of any costs order that an employment tribunal may award is limited to £20,000, but if the issue of costs is referred to the County Court, then an unlimited costs order may be made.

#### 14. **Right to Cancel**

If you enter into this Damages-Based Agreement (DBA) in a place other than our offices you have the right to cancel it within 14 days entering into this agreement. Please see the 'Notice of the right to cancel' below. of receiving this Notice. You do not have to give any reason for cancelling. This is under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013.

If you wish to cancel the DBA, you **must do so in writing. This can either be a personal delivery, post, fax or email, at any time** within the period of 14 days, starting with the day you enter into this DBA. The address and details to send any cancellation notice to is:

**Emma Satyamurti**

Leigh Day  
Panagram  
27 Goswell Road  
London EC1M 7AJ

T: 0203 7800 410

F: 020 7253 4433

E: [MorrisonEqualPay@leighday.co.uk](mailto:MorrisonEqualPay@leighday.co.uk)

Quoting ref: **ESA/SPN/92362/1**

To meet the 14 day deadline, it is enough that you send your cancellation notice before the 14 day period comes to an end.

By entering into this Agreement you give us specific written authority to start work on your case before the 14 day cancellation period has concluded.

If, in accordance with your instructions, we start work on your case and you then cancel the DBA we will have the right to decide whether you must pay our basic charges and disbursements

**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 and costs 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).**

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## **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 prior to giving me the balance of my compensation.

## **SCHEDULE**

The Fee set out in the Agreement, which we are prepared to reduce from the maximum we are allowed to charge under the Damages Based Agreement Regulations 2013, reflects the following:

- a. the fact that if you lose, we will not earn our full legal costs and will have to contribute to the disbursements incurred plus VAT. The disbursements, which will mainly be barristers' fees, could amount to millions of pounds;
- b. 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 amount of Claimants;
- c. the fact that we will not be fully paid except if you win and recover some financial benefit;
- d. the fact that the Claim may require several preliminary hearings, and a complex and lengthy final hearing before the employment tribunal;
- e. the fact that the Claim is part of a multiple Claim (one of several similar claims);
- f. our experience of Equal Pay litigation against large retailers is that they are likely to contest the legal points rather than seeking an amicable resolution

We do not include in the fee any charge for the fact that, by agreeing to act for you under a damages-based agreement, we are not generally entitled to be fully paid for our work until the Claim is concluded.