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**Private and Confidential**

Sent via email on completion of sign  
up

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**EMAIL:** nextequalpay@leighday.co.uk

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**TELEPHONE:** 0203 780 0273

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**YOUR REF:**

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**OUR REF:** ELG/274151/1

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**DATED:** See date of email

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Dear Next Colleague,

## **Client Care and Costs Letter: Next Equal Pay Claim**

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

This letter explains 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.

### **Your Requirements and Objectives**

You currently work for Next as a Sales Consultant or you have done in the last 6 months.

You have been paid less than Next's warehouse operatives employed in its warehouses and distribution centres. In 2023 the Employment Tribunal in Leeds ruled that the work of the Next Sales Consultants was of equal value to warehouse operative work.

In August 2024, the same Employment Tribunal in Leeds ruled that this difference in pay and other terms amounted to a breach of equal pay legislation for the 3,581 Sales Consultants who had submitted equal pay claims prior to this date. As a result, those claimants have won the right to be compensated for past arrears of pay together with interest.

Since the ruling, more than 3,000 further current and former Sales Consultants have submitted their equal pay claims. We will rely on the 2024 win to also seek compensation with interest for these people.

You wish us to join you to the claim and have us seek compensation on your behalf.

### **The Issues involved**

We will submit a claim to the Leeds Employment Tribunal for you, using the employment details you provided to us when you signed up to join the claim.

You will receive an email from us when we have done this confirming that we have submitted your claim and explaining the next steps.

All the Sales Consultants in this group action have been represented by 3 Lead Claimants, whose jobs are representative of everyone else.

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As your role is the same as the roles carried out by the 3 Lead Claimants and because they have already won their equal pay claims, we will argue that you can rely on their win to seek compensation for your own past pay arrears.

Next are appealing the 2024 win and while that appeal is ongoing no compensation payments will be made. We will be using the time to submit people's claims, collect everyone's employment details, including their average hours and shift patterns to reduce the delay when the appeal process is complete.

## **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.

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.

Please be aware that before we send your claim to the Employment Tribunal, we are required to notify ACAS that you are joining the claim (it is called Early Conciliation). We will therefore submit a request for Early Conciliation before submitting your claim to the Employment Tribunal. ACAS manages this process.

## **Limitations or Exclusions**

At this stage, we are only representing you in relation to your equal pay claim, and not any other complaint about your employment with Next. 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 also subjected to breaches of equal pay legislation and unlawful sex discrimination in relation to your pay.

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 your case are:

- to start the Early Conciliation Process with ACAS;
- to present a claim form (ET1) to the Employment Tribunal.

We will update you regularly about the stage of the claim, including Next's appeal progress.

## 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. You have 6 months from when your employment ends to do this. If you are still employed by Next, the 6 months' time limit has not started yet but we will submit your claim now to maximise the arrears you can claim. If you work a series of regular temporary contracts we will only be able to include your latest contract unless there is evidence of a lengthy and consistent pattern of temporary working.
- **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 Next, there is no time limit to present your claim in the civil courts. Leigh Day is not instructed to issue a civil claim for you.

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

### **IMPORTANT: You must let us know if:**

- (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 Next ending and you presenting your claim, the less back pay you will be able to claim.

### **The Management of your Case**

Elizabeth George (Employed Barrister) shall personally be dealing with your case.

She will be assisted by Natasha Sherry (Solicitor), Alexandra Mills (Solicitor) and a team of paralegals in the Employment Department.

It is the policy of our firm, and 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 Next takes to your claim. Our current best estimate is that it is likely to take around three years for your claim to be 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 in plain English. We will also update you on the 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

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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.

## **Estimate of the Costs**

As detailed in the DBA, legal costs will be capped at 25% of your compensation awarded plus VAT. There are 3 types of legal costs that will be incurred bringing this claim: our costs, counsel's fees, and other disbursements. Our costs are calculated based upon the time we spend engaged on your matter (see the DBA for details). The fees for barristers instructed on your claim are in addition to our costs (these are what we have 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 approach the other side will take to your case. Based on our current best estimate that it is likely to take around three years for your claim to be resolved, we anticipate that the litigation could cost:

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

<b>Possible number of clients</b>	<b>Cost per individual client per annum</b>
2,000	£3,200
3,000	£2,200

The above estimates are based on 2,000 and 3,000 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 Next 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. 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 because the amount you would pay would exceed 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 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 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 on a collective basis.

## **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 6806, Wolverhampton, WV1 9WJ, 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.

## **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 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 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.

In the event that a settlement is offered to settle your case, we will advise you whether to take the settlement. 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 6, 10 and 11.

## **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

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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 the arrangements for the conduct of your case or you would like any other information please do not hesitate to contact the Next equal pay team on **0203 780 0378** or [nextequalpay@leighday.co.uk](mailto:nextequalpay@leighday.co.uk).

Yours sincerely



**Elizabeth George**  
**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 when we began work on this matter, in respect of your Employment Tribunal claim for equal pay against Next Retail Limited or an associated company (the “Claim”).

### 3. Work not covered by this Agreement

- Any counterclaim against you
- Any appeal proceedings where we have advised against appealing
- Any proceedings you take to enforce a judgment, order or agreement
- Any proceedings for the detailed assessment of the costs of this claim

### 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”).

A “win” for the purposes of this Agreement means you recover compensation from Next, whether because of an order of a Court or Tribunal or by agreement.

Disbursements are payments we make on your behalf to others involved in the case. We would expect the main disbursements to be barristers’ fees, experts’ fees and Employment Tribunal fees. We will also incur travelling and subsistence expenses for attending any Tribunal hearing or meetings. Any disbursements and/or expenses that we incur will be paid out of the Fee and will not be charged separately to you.

The level of the Fee is based upon our assessment of the claim as set out in Schedule 1 at the end of this Agreement.

For what happens if the Agreement ends before the case is won or lost, please refer to clauses 9 to 12.

You agree that we may receive the compensation your opponent has to pay and deduct the 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 it ends without you recovering any compensation) you do not have to pay us anything. We will pay the disbursements that have been incurred on the claim and the VAT on disbursements including any Tribunal fees.

## 6. 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 in the group Claim;
- 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; and
- h) 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.

## 7. 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 9 and 10; or (iii) where you instruct us to perform work not covered by this Agreement.

## 8. 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 (London / Manchester office)
<b>1</b> Solicitors or employed barristers with over eight years post-qualification experience including at least eight years litigation experience.	<b>£420 / £261 plus VAT</b>
<b>2</b> Solicitors and legal executives with over four years post-qualification experience including at least four years litigation experience.	<b>£320 / £218 plus VAT</b>

<b>3</b> Other solicitors and legal executives and fee earners of equivalent experience.	<b>£250 / £178 plus VAT</b>
<b>4</b> Trainee solicitors, paralegals and other fee earners.	<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.

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.

Where you end the Agreement early then you must pay our Normal Professional Charges in accordance with clause 8 above.

#### **10. 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 8 above up to the date the Agreement ends.

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

- a) If you do not keep to your responsibilities in clause 6 above.
- b) If you reject our opinion about making a settlement with your opponent.

Please note that we will only advise that you accept a settlement if the sum offered, is, in our opinion, reasonable.

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

We may otherwise end this Agreement at any time 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.

#### **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. 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.

### **13. 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 (noncontentious business agreements), and in Court Cases to sections 69 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.

### **14. 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.

### **15. 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 2024 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, 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.

## 16. 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.

## 17. 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 Fair Pay for All 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. This Agreement; 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 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 clause 4 in the Agreement prior to giving me the balance of my compensation.

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## Schedule 1

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 anything and will have to pay for 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 claims concerning Equal pay brought on behalf of large amount of Claimants which will impact upon the Claim
- c. the fact that we will not be paid except to the extent that 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 a group Claim (one of several similar claims). 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 paid for our work until the Claim is concluded.

### 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:

#### **Elizabeth George**

Leigh Day

T: 0800 689 4548

Panagram

E: [NextEqualPay@leighday.co.uk](mailto:NextEqualPay@leighday.co.uk) 27

Goswell Road

London, EC1M 7AJ

Quoting ref: **CDB.ELG.274151**

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 8 of this Agreement.