

## 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 Pattinson and Brewer

Agreement Date: [to be completed by Pattison & Brewer]

1. The parties

(1) Pattinson & Brewer of 11 Pilgrim Street, London, EC4V 6RN (Referred to below as “us” and “we”)

(2) [ ] of [ ](referred to below as “you”)

2. Work covered by this Agreement

- Work done by us from the start of your Equal Pay claim against Next plc, and/or Next Retail Limited (“the Claim”)

3. Work not covered by this Agreement

- Any counterclaim against you
- Any appeal proceedings (unless we agree that this is covered)

4. What happens if you win?

4.1 If you win you pay us a fee equivalent to 25% plus VAT of any compensation awarded or any settlement sum obtained (“the Fee”) plus expenses.

4.2 Expenses typically include fees paid to barristers and experts for advice on your case and for representing you and/or attending hearings.

4.3 A “win” means:

- a. You are awarded compensation for all or any part of the Claim; and/or
- b. You agree to accept compensation under a settlement.

- 4.4 The Fee is based on our assessment of the Claim set out in the Schedule at the end of this Agreement.
- 4.5 You agree that we may receive the compensation Next plc/Next Retail Ltd (“Next”) pay to you and deduct the Fee and expenses from that sum. We agree to pay you the remainder of the compensation.
- 4.6 If Next do not pay any compensation owed to you, you will use all reasonable endeavours in assisting us to recover the money. You agree that we can take action on your behalf to enforce an order or agreement. You agree we can seek to recover the costs of any enforcement action taken from Next.

5. What happens if you lose?

If you lose (meaning the Claim is not upheld in whole or in part) and so you do not get any compensation you do not pay us anything. We will pay any expenses that have been incurred.

6. Our responsibilities

Subject to our professional duty to the tribunal we will act in your best interests in pursuing the Claim. We will explain each step of the Claim, advise you how to proceed and advise whether to accept any offer of settlement.

7. Your responsibilities

- 7.1 You must promptly provide information and documents that we may ask for. You must not ask us to work in an improper or unreasonable way. You must not deliberately mislead us.
- 7.2 You must promptly tell us if your employment ends or of any changes in your employment circumstances, including any changes to your job title, pay or hours.

8. What happens if you end this Agreement before the Claim ends?

8.1 You can end this Agreement at any time except for:

- a. After a settlement has been agreed; or
- b. Within 7 days before a tribunal hearing.

8.2 If you end the Agreement before we agree with you that the work on the Claim has ended, you are then liable to pay our costs and expenses

incurred up to the date you end the Agreement calculated using the hourly rates below:

Grade of Fee Earner	Hourly Rate
Solicitors/employed barristers with 8+ post qualification years	£375 plus VAT
Solicitors/employed barristers with 4+ post qualification years	£320 plus Vat
Solicitors/employed barristers with 2+ post qualification years	£250 plus VAT
Trainee solicitors, paralegals and other fee earners	£150 plus VAT

9. What happens if we end this Agreement before the Claim ends?

9.1 We are potentially acting for you without payment and therefore reserve the right to end this Agreement at any time. We will explain our reasons in full. Examples of when we might end this Agreement are if:

- a. We believe that you are unlikely to win and/or should withdraw the Claim;
- b. The value of the Claim means it is not financially viable for us to pursue it;
- c. Next produce evidence which increases the risk of you losing the Claim;
- d. We consider that you have not behaved reasonably (e.g. you fail to meet your obligations at paragraph 7 above).

9.2 For the avoidance of doubt, we consider that failing to accept our advice on your prospects of success and/or whether any offer of settlement should be accepted and/or whether any offer of settlement should be made (and, if so, on what terms) will amount to unreasonable behaviour.

9.4 If we end this Agreement because we consider that you have behaved unreasonably, you will be liable to pay our costs and expenses incurred up to the date the Agreement is ended. If this applies our costs are the

charges for the time we have spent on your case, calculated at the hourly rates shown at 8. above.

10. Starting work

By signing this Agreement you authorise us to start work on your case before the end of the 14-day cancellation period prescribed by the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013.

11. What happens after this Agreement ends?

After this Agreement ends we will apply to have our name removed from the tribunal record. We have the right to retain your case papers unless any money owed to us under this Agreement is paid in full.

12. Your opponents' legal costs

The general rule in employment tribunal claims is that, win or lose, each side pays for its own legal costs but a tribunal can order you to pay the others' legal costs if you act unreasonably or vexatiously. We will tell you if you are at risk of this. If you are ordered to pay costs, those costs are payable by you.

13. Recovering costs from your opponents

If we recover costs from Next we are entitled to keep these costs in full subject to such costs not exceeding the Fee plus any expenses. As the Claim is part of a group of claims similar to yours ("the Group"), any costs recovered would be shared between all the members of the Group and deducted from the Fee.

14. Challenging this Agreement and/or charges

Once you have entered into this Agreement your right to challenge the terms above will be restricted but please note your right to cancel this Agreement set out below.

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.

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Signed for the Legal Representative

.....

Date

Elizabeth George

.....

Signed by the client

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Date

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### Schedule

The Fee set out in this Agreement is reduced from the maximum we are allowed to charge under the Damages Based Agreement Regulations 2013. It has been set having regard to the following factors:

- a. in an “equal value” claim of this type there is no certainty that the Claim will succeed (we estimate prospects of success at 51%) and so there is a 49% risk that we will not recover any payment for our work;
- b. if you lose the Claim we will have to pay any expenses incurred plus VAT;
- c. claims of this type are frequently lengthy;
- d. we will need to obtain and present expert evidence in support of the Claim using tribunal procedures for dealing with evidence, which are complex;
- e. each person in the Group will have varying losses extending back up to 6 years and we will need to obtain, collate and calculate evidence of these losses;
- f. even if you win the Claim we have no guarantee that we will recover our normal professional charges or expenses in full;
- g. the Claim will involve multiple preliminary hearings and a lengthy final tribunal hearing; and
- h. it is very unlikely that Next will agree to an early settlement.

Notice of the Right to Cancel

Client Reference Number: EG/263012.

You have the right to cancel this Agreement without giving any reason within a period of 14 days starting with the day after the date on which the Agreement was entered into.

To exercise the right to cancel, you must inform us of your decision to cancel this Agreement by a clear statement (e.g. a letter sent by post, fax or e-mail). You may use the attached cancellation form if you wish but you do not have to. To meet the cancellation deadline, it is sufficient for you to send your communication concerning your exercise of the right to cancel before the cancellation period has expired. You can cancel by post to Elizabeth George; or by email to [egeorge@pattinsonbrewer.co.uk](mailto:egeorge@pattinsonbrewer.co.uk); or by fax to 0207 653 3201.

If you cancel this Agreement, we will reimburse to you all payments received from you. We will make the reimbursement within 14 days of being informed that you have cancelled. We will make the reimbursement using the same means of payment as you used, unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of the reimbursement.

Where you requested us to begin the performance of services during the cancellation period, you shall pay us an amount which is in proportion to what has been performed until you have communicated your cancellation to us.



#### Cancellation Notice

If you wish to cancel the agreement you may use this form if you want to, but you do not have to.

I hereby give notice that I wish to cancel my Damages Based Agreement.

Your reference: EG/263012.

Signed:

Name and Address:

Date: