

Payment options – Employment

INTRODUCTION

We are often asked by client what options they have to pay our invoices, particularly where they may not be able to immediately raise the money to do so. We have set out below the options available.

All employment work (apart from fixed fee meetings) is invoiced by us at the end of every month. These invoices will capture all chargeable time spent by your team of lawyers working on your instructions. They will therefore vary from month to month to reflect the amount of work we have undertaken on your behalf.

If you find yourself unable to pay any invoice, we ask that you contact us immediately; we can only help if we know there is a problem. Rather than having to pursue you for unpaid invoices we would much prefer it if we can agree a solution which satisfies both you and us before it becomes a real issue.

INTEREST ON LATE PAID INVOICES

Do remember that if you fail to pay any of our invoices within 14 days of receiving them, you will be charged interest on the outstanding balance from the date of the invoice to the date of payment at the County Court interest rate on judgement debts applicable from time to time. This is currently 8% per annum.

OPTION 1 - PAY AS YOU GO

You can opt to pay our invoices every month from your cash resources. These will be for varying amounts and you will therefore need to be able to pay whatever those amounts are from month to month. We accept a number of payment methods:

- (1) By debit or credit card (no fees). To do so please either visit one of our offices or telephone the accounts team on 01622 698049 who will be pleased to process your payment;
- (2) By electronic bank transfer. Our account details are:-

Lloyds Bank, 3rd floor, Black Horse House, Medway Wharf House, Tonbridge, Kent, TN9 1QS.

Sort code 30-95-37

Account No. 00005763

Please ensure you quote your invoice number and matter reference (taken from your invoice); or

- (3) By sending a cheque with your name, invoice number, and matter reference (taken from your invoice) clearly written on the back to our accounts team at **ME14 5GP**.

Money on account

We ask you to pay some money on account of the charges and expenses we expect to incur at the beginning of the matter and may ask for further payments on account as we progress. When we put these payments towards your invoice(s) we will send you a receipt. We will offset these payments against your final invoice but it is important you understand that your total charges and expenses may be greater than any advance payments you may have made. If you do not make such a payment on account when asked to do so, we shall be entitled to stop working for you until the payment has been made.

What will this option cost?

Assuming you pay the invoice(s) within the 14 day period, there is no cost for this option.

OPTION 2 - MONTHLY STANDING ORDER

If you would like the certainty of knowing how much you will be paying towards your legal costs each month then we can consider accepting a regular monthly payment by standing order.

We will still issue an invoice each month so you know how much you are being charged. The invoice will confirm what fees have arisen that month, what payments have been received from you and what your carried forward balance is.

We will agree with you what a reasonably acceptable monthly payment would be based on our experience of the type of matter and will review that arrangement with you every 3 months.

It will be a specific requirement that you maintain the standing order for as long as it takes to pay off all our invoices and any interest that has accrued. If you fail to keep up these payments then the full outstanding balance of all unpaid invoices plus interest will become payable by you immediately.

We shall also be entitled to stop working for you until the payments have been made.

What will this option cost?

You will be charged interest on any outstanding balance from the date of the invoices to the date of payment. Your monthly payment will be applied to the oldest balance first and any interest which has arisen on that balance so your interest costs are kept to a minimum.

OPTION 3 - INSURANCE

In some cases, clients already have access to legal expenses insurance, for example through household/motor insurance policies or employee benefits packages or they may qualify for “after-the-event” insurance. Such policies are usually only available for contentious work such as employment claims, contentious probate or trusts and general civil/commercial disputes.

In either case, some or all of your costs will be paid to us on your behalf by the insurance company. If you already have such protection in place or want to find out if you qualify for “after-the-event” insurance, speak to your adviser.

You remain liable for all your costs, whether or not we get paid by your insurance company. Thus, if we only get paid some of your costs, you will be required to pay the outstanding balance.

We will only issue an invoice once we know we are going to be paid under the terms of the insurance policy. This might be in stages but is more usually at the end of the matter. However, we will issue you with a monthly statement so you know how much our charges are.

It will be a specific requirement that you maintain the insurance policy and meet its terms at all times. If you fail to do so then we will invoice you for all our charges to date and the full balance will become payable by you immediately.

What will this option cost?

We will charge you interest on the on-going balance of costs shown on your statements. This interest will be payable by you when an invoice is issued and will not be covered by the insurance policy, so you will have to pay this personally. If you are taking “after-the-event” insurance you will also have to pay the premium.

OPTION 4 - LEGAL EXPENSES LOAN

You may qualify for a legal expenses loan. We can discuss how much you should budget to borrow in order to cover all your legal costs. We can then help you find a suitable lender. You then manage repayment of that loan from your own resources on a monthly basis.

If you want to find out if you qualify, speak to your adviser.

What will this option cost?

You will be charged interest by the loan company under their terms.

OPTION 5 – CONDITIONAL FEE AGREEMENT

Depending on the type of case and your prospects of success we may be prepared to consider offering you a “no win, no fee” agreement to cover your contentious probate & trusts case. If we agree to this arrangement you will not have to pay us any costs until the end of the case. If you are successful then we will be entitled to be paid our costs plus a success fee (being a percentage increase in our normal charging rates) to take account of the fact that we have not been paid during the case. You may recover some or all of these costs from your opponent or from the estate/trust fund but in many cases, these costs have to be paid out of whatever you are awarded from the estate/trust at the end of the case.

If you are unsuccessful then you will not have to pay us anything but you may have to pay your opponent's costs. To protect you against this risk, we will advise you how you can insure against such a liability, although you will have to pay the one-off premium for that policy.

It will be a specific requirement that you maintain the agreement policy and meet its terms at all times. If you fail to do so then we will invoice you for all our charges to date and the full balance will become payable by you immediately.

What will this option cost?

You will be required to pay the insurance premium in any event and, if you are successful, you will have to pay us the success fee in addition to our normal charges.

OPTION 6 - LEGAL AID

Please note that we do not undertake work which is funded by the Legal Services Commission (formerly "Legal Aid") and in any event most employment work does not qualify for Legal Aid assistance.. If you believe that you may be eligible for public funding and you have not already discussed this with us then you must notify us immediately, otherwise we will proceed on the basis that you have chosen not to apply for public funding even if you might be eligible.