

## **TERMS OF REFERENCE**

### **HR & Diversity Management Limited**

These Terms & Conditions apply to anyone who uses our website, our workplace helpline and/or who contacts HR & Diversity Management directly or by email for employment law related advice.

We believe in a need for ‘continuous improvement’ and would be pleased to take feedback from you in the interests of improving our services to the public.

Below we explain how we can assist you.

#### **OUR SERVICES – Employees**

Employees generally contact us for conflict resolution advice because they are struggling with a work problem. Often the caller has been referred to us or has stumbled across our website. Referrals may be made by a GP, ACAS, the Tribunal system, Citizens Advice, an in-house EAP scheme or another dispute resolution service provider, such as a mediator or Counsellor.

We initially provide FREE advice to any employee who contacts our helpline.

We also offer a range of additional services which involve a fee’ including a Case Assessment Service and a Settlement Agreement Service.

#### **FREE HELPLINE ADVICE**

Initial telephone advice is FREE and includes (not exclusively);

- Referring the employee to our website where they may download specific case law or information.
- Procedural advice in cases where an employee wishes to raise a grievance, respond to a disciplinary or performance management process or where an employee has been suspended or dismissed. This advice is FREE and will focus on in-house policy and procedure.
- An overview of options open to an employee in terms of employment rights.
- Advice on Work Related Stress absence.
- Advice on Employment Law relating to dismissals, grievances, disciplinaries or redundancies – and policies relating to those formal processes including basic employment rights.
- We consider referring the employee to other expert dispute resolution service providers and The ACAS website for further information or where we are unable to help.
- We aim to leave the employee ‘informed’ of his/her options so that a caller may make an informed decision.
- We will not comment on the merit of a case at this stage.
- We outline our fee-paying services, where relevant.

We then email the caller outlining the above. The email (001) sets out our range of fee paying services including the Case Assessment Service and the Settlement Agreement Service and provides fuller contact details.

If the caller contacts us again it is usually because they want to formally instruct us. At that point a more detailed discussion takes place and a Client Agreement is sent to the caller by email (002).

**Vulnerable Callers:** We allow all callers time to consider our services before we take formal instruction under the terms of a Client Agreement. This is done via email in order to give employee's 'cooling down' time in order that they may discuss matters with their family and properly consider all options open to them. We offer this cooling down period because, during the first telephone call, a caller may be distressed as a result of their work-related circumstances. We believe this category of caller needs ample time to consider options before committing to a fee-paying service.

### **CLIENT AGREEMENT**

We issue a Client Agreement in every case where a caller seeks professional, case specific, assistance. The caller is required to sign the Client Agreement before any client work commences.

From the point of signing a Client Agreement the caller is regarded as a Client of HR & Diversity Management Limited.

### **CASE ASSESSMENT - £250+VAT**

Where the employee expresses need for 'case specific advice' we offer a Confidential Case Assessment Service for a fee of £250+VAT. Once we are in receipt of the signed Client Agreement and payment, the work can commence. We then ask for copies of documentation which will help us assess a case and/or advise our Client. Once a case is assessed our Client will receive a comprehensive Case Assessment Report and assistance, as required.

By carrying out a Case Assessment we are able to provide an employee with specific, intelligent, advice regarding the merit of a case which, in turn, will assist the employee with making life-changing decisions regarding their job or career.

### **SETTLEMENT AGREEMENT – 15% +VAT of any (Gross) settlement**

Once a Case Assessment has taken place we are then able to provide on-going employment law support (similar to that provided by a Solicitor or Union). We will advise a Client further in all matters relating to their employment dispute up to and including settlement, where a settlement route is deemed to be in the best interests of all and is mutually agreed. This ongoing work we do is comprehensive and strategic and may include; drafting letters or other documents such as a Stage 1 Grievance, an Appeal, a Disciplinary or Dismissal Appeal or liaising with Occupational Health, with a Union or with ACAS and finally engaging in Without Prejudice talks with an employer.

Where a Settlement Agreement Service is sought (usually following a Case Assessment) we explain the process over the telephone and in writing in advance. We also explain the role of our Solicitor and the fact that a referral scheme is in place between ourselves and our Solicitor. This is all documented. All Clients are told that they may chose a Solicitor in their area/location if they wish.

In some cases a Settlement Agreement is not reached. This might include, (not exclusively), where an employee decides to remain in their job, where they transfer within the organisation, where they secure another job with another employer or where negotiations prove unsuccessful. In all of these cases no further cost is incurred by (you) our Client and any work we have done under Service 2 is deemed to be complimentary.

Where a Settlement is reached between our Client and their employer based on work we have carried out (detailed above) regardless of who negotiated the final settlement (ie: us, our Client or a third party), we reserve the right to invoice our Client (ie: yourself), for 15% +VAT of any (Gross) settlement reached. This is further detailed in the Client Agreement.

**Consent Letter:**

A Consent Letter containing our Client's signature may be sent to the employer which enables the employer to engage with us in Without Prejudice talks in Settlement cases. The Consent Letter is sent to the employer along with a document about Settlement Agreements and the benefits to the organisation of reaching an amicable resolution (as per our Governments intention to keep ET statistics to a minimum).

Settlement usually includes a number of elements including (but not exclusively) an ex-gratia payment, any outstanding holiday or expenses, an agreed job reference and the Solicitors fee.

Once a Settlement fee is paid by the employer we raise an invoice for the work we have carried, in accordance with the signed Client Agreement.

**Documentation:**

The employee will have received;

1. Our initial email following the unsolicited call to our helpline (001).
2. A second email regarding the process and our terms of engagement (002).
3. A Client Agreement.
4. A Cooling down Policy and a Complaints Policy.
5. A Consent Letter to be forwarded to the employer where required.
6. An email explaining the Solicitors role prior to completion of the settlement process (at the point that the Solicitor is engaged).

We do not handle client money or hold money on account

**Supplementary:**

In addition to our Terms & Conditions Policy we have;

- A Complaints Policy
- A Cancellation Policy.

End.