

Schedule A - Employment Tribunal Representation Terms and Conditions

BPIF Obligations

1. To provide a service through its Legal Department, dealing with advice and representation at Employment Tribunals for members who satisfy the conditions set out below.
2. The advice to include the chances of success at Tribunal and the likely level of compensation should the chances of success be less than 50%.

Conditions

1. BPIF advice must be sought from the members Business Centre at the outset of any business decision which could result in a claim at an Employment Tribunal.
2. The BPIF's advice and guidance must be sought throughout any resultant process.
3. The BPIF's advice must be followed throughout any resultant process.
4. Exceptional incidents of which the company could have had no warning (e.g. constructive dismissal, discrimination and harassment) may be covered, at the BPIF's discretion. Such discretion will be exercised according to findings as to the likelihood that the member ought to have suspected that such an incident might happen.
5. The member must forward ETI immediately on receipt of the same. Failure to do so will mean that the member is required to forward the ET3 to the Tribunal itself, prior to the BPIF Legal Departments involvement.
6. The member must notify the BPIF immediately of any possible claim, whether or not an ETI has been received.
7. The member must co-operate throughout with the BPIF's Business Centres and Legal Department, and answer correspondence promptly.
8. If at any time the member declines to accept the BPIF's advice, then the BPIF will withdraw its cover.
9. In particular, but without prejudice to the generality of para 8, should the Legal Department's advice be that settlement at a specific figure should be pursued and the member declines to settle for that figure, then the BPIF will withdraw its cover.
10. For clarity, if the Claimant will not settle for a reasonable figure, then the members cover will remain.
11. Experts' reports on e.g. medical conditions may have to be obtained. The member will be liable for that expense.
12. If the BPIF Legal Department so advises, then the appointment of Counsel will be at the member's expense. If the member declines to agree to the appointment of Counsel, then cover will continue and the BPIF will use its reasonable endeavours to ensure adequate representation but the member understands that it is at his own risk.
13. The member will be liable for payment of all other expenses including for example, bulk copying, travel and accommodation costs.
14. If the BPIF Legal Department advises that the member should Appeal any decision, then the Legal Department will advise on and prepare the case, but representation will be by Counsel at the EAT and other higher courts and will be at the member's expense.
15. Whilst the BPIF will make every effort to ensure that there are no clashes of hearing dates, it is sometimes unavoidable that two hearings are listed for the same day. In these circumstances it is the policy of the BPIF that the hearing listed first will be attended by the BPIF representative. It is at the member's discretion as to whether he prefers to attend his own hearing without representation, or allows the BPIF to instruct Counsel to represent him, at his own expense.