



THIS Referral AGREEMENT dated

is made

BETWEEN:

(1) **William Mitchell of Silk Legal Bradford Chambers Business Park, New Lane Bradford, BD4 8BX**

(“the Introducer”) and

(2) **SWITALSKIS LLP SOLICITORS (“the Firm”)**

WHEREAS:

- (1) The Firm acts as a firm of solicitors and practices in the areas of Employment Law on behalf of its clients.
- (2) The Introducer is a legal consultant and assists its clients to obtain Employment Law services by introducing them to law firms, including the Firm.
- (3) The parties have entered into this agreement for the purpose of regulating their relationship and so as to ensure that such relationship complies with the terms of the Solicitors’ Code of Conduct 2011 published by the Solicitors Regulation Authority (“the Code”), in particular Chapter 1 (Client Care), Chapter 4 (Confidentiality and Disclosure), Chapter 8 (Publicity) and Chapter 9 (Referrals of Business).

NOW IT IS AGREED as follows:

1. **DEFINITIONS**

In this Agreement the following expressions shall bear the meanings respectively assigned to them except to the extent that the context requires to the contrary:

- 1.1 “Additional Service” any service provided to a Client which the Client has requested directly from the Firm and not through the Introducer.
- 1.2 “Client” any person who has been referred to the Firm by the Introducer.
- 1.3 “Completed Transaction” A Transaction that proceeds to completion and which is not an Additional Service.
- 1.4 “Instruction” the instruction given by the Client to the Firm which will result in the Firm acting on behalf of the Client in connection with a Transaction.
- 1.5 “Referral” any referral of a Client by the Introducer to the Firm.
- 1.6 “Referral Payment” any payment in the amount(s) agreed from time to time in writing, made by the Firm to the Introducer in consideration of a client of the Introducer being referred by it to the Firm to enable the Firm to carry out a Transaction for the Client.

1.7 "Transaction" An Employment Law transaction.

2. **WARRANTIES AND UNDERTAKINGS BY THE INTRODUCER**

The Introducer undertakes as follows:

- 2.1 Before making a Referral it will give the Client the following information concerning the Referral, in particular:
 - 2.1.1 The fact that the Introducer has a financial arrangement with the Firm; and
 - 2.1.2 The amount of any payment to the Introducer which is calculated by reference to that referral;
- 2.2 That Clients referred to the Firm under this Agreement have not been acquired as a result of marketing or publicity or other activities which, if done by a person regulated by the Solicitors Regulation Authority, would be a breach of any of the Principles or any requirements of the Code.
- 2.3 To comply in all respects with the provisions of the Code that are relevant to the Introducer and in particular Chapters 1, 4, 8 and 9 and such others as are notified to it in writing by the Firm .

3. **UNDERTAKINGS BY THE FIRM**

Before accepting any Instructions to act for a Client referred by the Introducer, the Firm will give the Client, in writing, all relevant information concerning the Referral, in particular:

- 3.1 the fact that the Firm has a financial arrangement with the Introducer;
- 3.2 the amount of any payment to the Introducer which is calculated by reference to that Referral;
- 3.3 A statement that any advice the Firm gives to the Client will be independent and that the Client is free to raise questions on all aspects of the Transaction; and
- 3.4 Confirmation that information disclosed to the Firm by the Client will not be disclosed to the Introducer unless the Client consents; but that where the Firm is also acting for the Introducer in the same matter and a conflict of interest arises, the Firm might be obliged to cease acting for the Client.
- 3.5 In providing any services (including any Additional Services and the Transaction) to any Client(s), the Firm will at all times:
 - 3.5.1 Act reasonably, in good faith and in accordance with any service levels agreed with the Introducer from time to time;
 - 3.5.2 Comply with all Acts, laws, market practices and regulations relevant to a provider of legal services and Maintain appropriate levels of professional indemnity insurance with a reputable insurer;
 - 3.5.3 Subject to consent referred to in Clause 3.5 hereof being given promptly provide the Introducer with such information and documentation concerning the provision of services to Clients pursuant to this agreement ;
 - 3.5.4 The Firm shall at all times endeavour to protect the clients interests regardless of the interests of the introducer or the interest of the Firm in receiving referrals.

3.5.5 The Firm will ensure that clients are in a position to make informed decisions about how to pursue their transaction.

3.5.6 The Firm will monitor the outcomes of this agreement with the Introducer to ensure that clients are treated fairly.

4. **REFERRAL FEE**

The Firm agrees to pay to the Introducer a Referral Payment of 20% in respect of each bill referred to it by the Introducer subject to a minimum payment of £100.

5. **TERMINATION FOR CAUSE**

5.1 If the Firm has reason to believe that the Introducer is breaching the terms of this Agreement, or believes that the Introducer may cause the Firm to breach the Principles or any requirements of the Code, the Firm will give the Introducer written notice of the same and will require that the breach has been remedied within 14 days. If either the breach is not remedied or the Introducer persists in committing further breaches the Firm may immediately terminate this Agreement without notice.

5.2 If the Introducer has reason to believe that the Firm is breaching the terms of this Agreement the Introducer will give the Firm written notice of the same and will require that the breach has been remedied within 14 days. If either the breach is not remedied or the Firm persists in committing further breaches the Introducer may immediately terminate this Agreement without notice.

6. **VOLUNTARY TERMINATION**

Subject to Clause 5 above the Agreement may be terminated by either party giving one months' notice in writing.

7. **DATA PROTECTION ACT 1998**

7.1 Each party warrants and undertakes to comply with the Data Protection Act 1998 ("DPA 1998") when processing Clients' personal data (as defined in the DPA 1998) under this Agreement.

7.2 Each party shall indemnify the other in full in respect of all liabilities suffered or incurred by the other owing to their breach of this clause.

8. **MISCELLANEOUS**

8.1 This Agreement is governed by the laws of England and Wales and the parties submit to the exclusive jurisdiction of the English and Welsh Court.

8.2 This Agreement represents the entire agreement reached between the parties and accordingly no statement or representation (whether oral or written) shall form a term or condition of this Agreement, save for the amount of the Referral Fees which shall be agreed separately, in writing.

8.3 The Introducer shall provide such evidence as the Firm may reasonably require to confirm compliance with the provisions of this Agreement.

- 8.4 Neither party shall be liable for any indirect or consequential loss or loss of profit for any breach of this agreement or negligent act or omission.
- 8.5 Where there is a conflict between the performance of this Agreement and the duty of the firm to act and advise in the best interests of its client, the latter duty shall prevail.

Signed by for and on behalf of the Introducer:

Signed by for and on behalf of the Firm: