

Trade Union Representation Agreement

1. The BDA Trade Union seeks to ensure that BDA members are provided with the best possible advice and assistance to achieve a satisfactory outcome to matters of grievance and discipline. Advice and representation are provided by local BDA Trade Union Representatives (local representatives) or National Employment Relations Officers (NERO), all of whom are trained and legally accredited to carry out their trade union work.
2. The BDA will determine the most appropriate representative for your case, which could be the local representative or a NERO. We would anticipate this to be the local representative in most cases. If necessary, the local representative may access assistance from the NERO. In some circumstances, your case may be reallocated at a later stage and will be informed of any such decision.
3. We will not be able to process a case and represent you as a member until we have received a signed copy of this agreement.
4. We use the term 'representation' in this agreement to cover advice, support and representation. 'Member/membership' is also used throughout the document in reference to your BDA membership.

Conditions for providing assistance:

1. You understand that it is your responsibility to ensure that your membership subscriptions are up to date and that you will continue paying membership subscriptions until your case is concluded/any legal claim brought on your behalf comes to an end.
2. You may not be eligible for assistance if you have not been a member for a period of 4 weeks prior to the incident relevant to your case.
3. BDA Trade Union representation is provided on the understanding that the BDA is your sole representative, and that you have not previously or are not currently being advised or represented on the matter by another union, representative or other third party.
4. If you opt out of BDA representation, legal support, or the BDA withdraws representation or legal assistance, the BDA cannot be held responsible for any costs or expense incurred in relation to your case.
5. The BDA will not be responsible for providing representation or legal assistance in respect of any appeal or higher-level hearing, should you opt out of representation or legal assistance, or after BDA representation or legal assistance has been withdrawn.

Agreement – What you can expect from us

1. We will provide you with advice, support and where appropriate representation on the matters covered by this agreement.
2. Our local representatives and officers will treat you with dignity and respect when handling your case.



3. Representation will be provided at the discretion of the Director of Trade Union and Public Affairs (DTUPA) and may be withdrawn at any time at their discretion. Representation may also be withdrawn if it is considered appropriate to do so in the wider interest of the BDA.
4. Employment Tribunal proceedings will be supported, and representation provided. In those cases where, (following a merits assessment) the DTUPA is of the view that there are reasonable prospects of success. The representative may via the DTUPA seek a legal opinion.
5. In limited circumstances, where a BDA member is receiving representation, the DTUPA may authorise its officers to seek legal advice from nominated solicitors. In these instances, relevant information about the member and case will be shared with the solicitor. That authorisation does not extend to instructing solicitors to act directly for or represent members. Authority for officers to consult solicitors is at the sole discretion of the DTUPA.
6. If Employment Tribunal proceedings are commenced, then although the member may be held primarily liable for any costs incurred, the BDA will indemnify the member against any such costs providing they comply with the conditions set out in this agreement.
7. Where a BDA member is referred to the HCPC, it is important the member contacts the BDA regarding representation immediately. If the member is required to attend an Interim Orders Hearing or the case is referred to the Conduct and Competence Committee a nominated solicitor will instruct a barrister to represent the member.
8. When the BDA instructs a nominated solicitor to provide representation on either an employment issue or at an HCPC hearing, the member will be required by the solicitors to sign a Declaration Form of Authority.
9. BDA Employment Assistance does not apply to any claims made against the BDA by its members, whether in their capacity as employees or members, and the BDA will not in any circumstances provide legal advice and assistance in relation to such matters.

Agreement – What we expect from you

1. You will have been at the time of the incident, and remain, a fully paid-up member of the BDA, in the appropriate membership category, throughout the full period where support is being provided under this agreement.
2. You will treat your representative or officer with dignity and respect. Failure to do so may result in representation being withdrawn.
3. You will be expected to cooperate with your representative by being honest and transparent about any allegation made against you or in respect of any grievance you have. Your representative can only assist you if they have the full facts. Failure to do so may result in representation being withdrawn.
4. You will always cooperate with the appointed local representative or NERO and act in accordance with their advice. If you do not co-operate with or accept the advice given, or give false or misleading information, representation may be withdrawn.
5. You will notify your BDA representative immediately if your circumstances change or any new information comes to light regarding your case.
6. It is essential that the BDA holds the most up to date personal contact information, so please update your membership records via our website [here](#)
7. The BDA reserves the right to use anonymised details of your case and its outcome in publicity, case studies and learning materials.



Member

Name:

Signature:

Date:

Representative

Name:

Signature:

Date:

Please send the completed form to TUSecretary@bda.uk.com and retain a copy for your records.

BDA Trade Union April 2025

