

Signed	_____
Print name	_____
Dated	_____
Our ref	_____

## Terms and conditions of business

### 1. Bott and Co Solicitors Ltd

This leaflet, together with the accompanying letter, will form the basis of your contract with us. Please read carefully and retain for future reference.

### 2. People Responsible for Your Work

The name and status of the person responsible for the day to day conduct of your matter is indicated on the attached letter. However, to ensure that your file is handled properly and efficiently, it may be necessary that a colleague deals with various aspects. The Senior Partner of the firm, David Bott, will oversee the work undertaken and is ultimately responsible for your claim.

You should feel free to contact the person conducting your case and you can leave a message or speak to their Personal Assistant, if they are unavailable.

We try hard to avoid changing the people who are handling your work, but if this cannot be avoided, we will notify you promptly who will be handling your matter. We pride ourselves on our efficient and effective service and will keep you informed of progress on your claim on a regular basis.

It is very important that you maintain regular contact with us, including notifying us of any change of address or telephone number, etc as soon as possible. You must also provide us with all information and documentation that we require to progress your claim quickly. Please ensure that you quote the reference number stated on our letters in all correspondence and documents that you send to us.

### 3. Charges and Expenses

Our charges are calculated mainly by reference to time spent on the matter. The firm's current chargeout rates are shown in the accompanying letter.

These rates do not include VAT or disbursements which we incur in running your claim and which must be added to the total cost. These figures are reviewed on an annual basis and we will advise you of the next review if the matter has not been completed by then.

In addition to the time spent, we may take into account a number of factors which include the complexity of the case, the speed at which action must be taken, the expertise or specialist knowledge which the case requires and, if appropriate, the value of the matter. On the basis of the information currently available, we expect these factors to be adequately covered by the hourly rates set out in our letter.

The amount of our costs which you will have to pay may be greater than the amount you can recover from another party to the case. We will inform you if any unforeseen

additional work becomes necessary. We will also inform you of the estimated cost in writing before any extra charges and disbursements are incurred. If for any reason this matter does not proceed to conclusion, we can charge you for the work done and expenses actually incurred.

### 4. Opponent's Charges and Expenses

It is important that you understand that in certain cases, the Court may order you to pay the other party's legal charges and expenses, for example, if you lose the case. Even if you are successful, the other party may not be ordered to pay all of your charges and expenses and if this happens you may be asked to pay the balance.

If the other party is legally assisted, you may not get back any of your charges and expenses, even if you win the case.

### 5. Case Conduct and Court Rules

We will require your prompt attention to all of the correspondence and documents that we send to you. Failure to reply quickly and let us have all the documents that we need to pursue your claim will inevitably lead to delay. Furthermore, Court Rules impose strict timetables on all parties who become involved in litigation. If we cannot comply with those Court Rules, the Court can strike out your case and impose cost penalties against you, which you must pay. It is, therefore, vital that you deliver to us all information and documents that we require or which are in any way related to your claim as soon as possible to avoid such risks.

### 6. Storage of Papers and Documents

After completing your case, we are entitled to keep all your papers and documents while there is money owing to us for our charges and expenses. We will archive our file of papers (except for any of your papers, which you ask to be returned to you) for six years after which they will be destroyed unless you specifically request us to keep any documents safe and for which we may levy a charge.

Specifically we will not release your archived file of papers to you or another firm of solicitors prior to payment of a charge for the cost of storage and retrieval which will be a minimum of £30 plus VAT.

We may make a charge based on time spent producing stored papers or documents to you or another at your request. We may also charge for reading correspondence or other work necessary to comply with the instructions given by you or on your behalf.

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### 7. Termination

You may terminate your instructions to us in writing at any time. In some cases, we may decide to stop acting for you, for example, if we cannot obtain clear instructions from you. In such cases you will be responsible for our costs and disbursements.

### 8. Complaint Procedure

You have our assurance that the work that we will carry out on your behalf will be of the highest standard and we will report to you as appropriate throughout the matter. If for any reason you are dissatisfied with the service provided, you should first of all report it to the person dealing with your case.

If you are still not happy, the matter can be referred to the Senior Partner, David Bott, who will investigate and take the appropriate action. All Solicitors are required to try to resolve problems that may arise with their services. It is, therefore, important that you immediately raise any concerns you may have with us. We value you as a Client and would not wish to think you have reason to be disappointed or unhappy with our service.

### 9. Your Agreement With Us

Your continued instructions to us in this matter will amount to your acceptance of these Terms and Conditions of Business. Even so, we request that you sign and date one copy of these Terms and Conditions of Business and return it to us immediately. We can then be confident that you understand the basis on which we will act for you and your obligation to properly instruct us.

### 10. Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013.

This paragraph is included for the purposes of complying with the Consumer Contracts (Information, Cancellation, and Additional Charges) Regulations.

The Solicitors' identity is Bott and Co Solicitors Ltd and their address is St. Ann's House, Parsonage Green, Wilmslow, SK9 1HG;

All complaints should be addressed to David Bott at Bott and Co Solicitors Ltd, St. Ann's House, Parsonage Green, Wilmslow, SK9 1HG;

The services the Solicitors intend to provide are legal services; The prices are set out in the client care letter; VAT is added to those prices;

The arrangements for payment are set out in our client care letter;

As the client you have the right to cancel this Agreement; you may do this at any time in the period of 14 calendar days beginning with the day after the day on which this Agreement was made. We have included a "Model Instruction for Cancellation", which you may use, should you wish to cancel your instructions. However, provided you make a clear statement to Bott and Co Solicitors Ltd that you wish to cancel your instructions, this need not be in writing. If you gave your explicit consent for Bott and Co Solicitors Ltd to commence working for you within the 14 day cancellation period, please note that if you do cancel your instructions that you will need to pay for any services provided until the point of your cancellation.

It is agreed that the Solicitors will not be able to finish the task of providing you with legal services within 30 days of this Agreement being made; you agree that the Solicitors may take longer than 30 days to perform the Solicitors' obligations under this Agreement and to that extent, paragraph 42 of the aforesaid Regulations will not apply.