

Terms and Conditions of Business

Confirmation of agreed terms and conditions between **[Name] ([DOB]) of [Address]** and Bott and Co Solicitors Ltd.

In this document “we/us/our” means Bott and Co Solicitors Limited and “you/your” means the client.

Definitions of other words used in this document are as follows:

- a) Charges - Our charges for pursuing your claim including any costs you become entitled to.
- b) Claim - Your claim, whether or not court proceedings are issued, as described in the section “what is covered by this contract.”
- c) Compensation – any sums awarded, offered, paid or given in respect of a settlement, goodwill gesture, policy refund, balance reduction, rebate, financial benefit or any other payment associated with the Claim(s) including any costs, interest payments and associated charges. For the avoidance of doubt Compensation also includes any sums used to reduce any outstanding balances/ debt.
- d) Costs – Charges, disbursements, and any applicable tax including VAT.
- e) Disbursements – Payments we make on your behalf including but not limited to court fees.
- f) Fast Track claim-a claim allocated to or treated as allocated to the Fast Track for the purposes of costs.
- g) Intermediate Track claim- a claim allocated to or treated as allocated to the Intermediate Track for the purposes of costs.
- h) Lien – Our right to keep all papers, documents, money or other property held on your behalf until all money due to us is paid.
- i) Lose - Your claim has been dismissed or you have stopped it on our advice.
- j) Multi-track claim-a claim allocated to or treated as allocated to the Multi-track for the purposes of costs.

- k) Ombudsman Fee – any fee required by the Ombudsman for us to lodge or progress your Claim.
- l) Opponent – the party or parties from whom you are seeking compensation.
- m) Small claim-a claim allocated or treated as allocated to the Small Claims track for the purposes of costs.
- n) Start date – the date on which this agreement begins. This is the date on which we send you email confirmation of these terms.
- o) Win – “Win” means that you recover Compensation.

Before you enter into this Agreement, please note that you have the right to pursue your motor finance mis-selling claim with the lender directly, through the Financial Ombudsman Service or any public compensation scheme, including any industry-wide redress scheme that the FCA will introduce. Whilst we will always strive to get you the maximum amount of compensation possible, there is no guarantee that we will recover any more than you may achieve if you pursued the claim on your own.

BASIS OF OUR CONTRACT

You and we agree that the nature of the agreement between you and us depends on whether your claim is resolved without court proceedings. If your claim is resolved without the issue of court proceedings our agreement is a non contentious business agreement as prescribed by section 57 of the Solicitors Act 1974. If your claim requires an application to the court or the issue of proceedings our agreement is a conditional fee agreement as prescribed by sections 58 and 58A of the Courts and Legal Services Act 1990 and the Conditional Fee Arrangements Order 2013. You and we acknowledge and agree that this contract is not a contentious business agreement within the terms of the Solicitors Act 1974 and it is not a damages-based agreement within the terms of the Courts and Legal Services Act 1990.

WHAT IS COVERED BY THIS CONTRACT

- (i) Formulating Your claim for compensation or other relief for financial mis-selling arising from your motor finance agreement including in our discretion whether court proceedings should be taken or not

- (ii) An application for pre-action or non party disclosure. Any action or application under data protection legislation.
- (iii) Negotiations about and/or a court assessment of the costs of this claim.
- (iv) Any proceedings you take to enforce a judgment, order or agreement.

WHAT IS NOT COVERED BY THIS CONTRACT

- (i) An application to an Ombudsman or any financial compensation scheme.
- (ii) Any appeal you make against the final judgment or order without our prior agreement.
- (iii) Any Disbursement or Ombudsman Fee.

OUR RESPONSIBILITIES

We:

- (i) Must always act in your best interest subject to our duty to the Court.
- (ii) Must give you our best advice about whether to accept any offer of settlement.

YOUR RESPONSIBILITIES

You:

- (i) Must give us instructions that allow us to do our work properly.
- (ii) Must not ask us to work in an improper or unreasonable way.
- (iii) Must not deliberately mislead us.
- (iv) Must co-operate with us.
- (v) Must not make any direct or indirect settlement of your claim with your opponent other than through us.
- (vi) Must not instruct any other representative nor pursue your compensation claim against your opponent without first terminating this contract.
- (vii) Agree that any compensation will be paid directly to us. In these circumstances you require the opponent to do so and authorise us to retain our charge, disbursements and VAT and pay any ATE insurance premium from the compensation before remitting the balance of the compensation to you.
- (viii) Agree that any compensation shall be paid into an account designated by us.
- (ix) Must inform us of any payment received from or offered by the opponent in respect of your claim.

- (x) Must not communicate with your opponent in relation to this claim, other than through us.
- (xi) Must pay all Disbursements and Ombudsman Fees.

WHAT CAN YOU CLAIM?

Your claim is for compensation or other relief arising from financial mis-selling of a motor finance agreement that you made and arises from the commission arrangements which the lender has with the broker who arranged your finance.

Please note that we will not pursue any other losses or claims you may have against the dealer or lender, unless agreed by us in writing in advance. Your claim is defined in “What is covered by this contract” set out above.

The amount you ultimately receive will be dependent on any offer made to settle your claim, any award made by the Financial Ombudsman Service, or if the claim goes to court then the amount will be decided by the judge.

Although the lender will have set parameters for the interest rate to be charged, commonly the broker will have had a discretion to set the interest rate as part of a commission arrangement between the lender and the broker. A higher interest rate results in more commission for the broker and a higher cost to you.

We believe this creates a conflict of interest between you and the broker and results in a higher interest charge to you than you would otherwise have paid. The FCA in an investigation into motor finance estimates that such arrangements result in a typical customer with a £10,000 agreement, paying around £1,100 more in interest charges over the term of their agreement.

If your Opponent refuses to agree an amicable settlement of your claim then court proceedings may become necessary. You agree that we have a discretion whether court proceedings should be taken or not and may decline to do so where it would be uneconomic to us to do so. We will sign the court papers on your behalf and by instructing us to act on your behalf you agree to us taking this course of action if necessary and you agree to claim damages or other relief on the basis set out above. Signing the court papers involves us giving a statement of truth which is our affirmation that the information you have provided in the court papers are true. This statement of truth is very important and must not be taken lightly.

In some circumstances we will advise referring your claim to the Financial Ombudsman Service. We will not represent you in presenting any complaint to the Financial Ombudsman Service and our agreement will end if this becomes necessary. The Financial Ombudsman Service would charge Us an Ombudsman Fee which would render your claim uneconomic for us to pursue. Instead we shall refer you to a “Not for profit” organisation who will assist you in presenting a complaint to the Financial Ombudsman Service. If your complaint is successful you will pay us for the work we have done whilst this agreement subsisted.

Where interest is included as part of the Compensation, the defendant may deduct tax from this and pay it directly to HMRC. Depending on Your personal tax status this tax may be refundable. You

provide express permission for your details to be shared with a third party for the purposes of making an additional claim for reimbursement of any applicable tax. You agree that the cost for this service will be 48% (inc applicable VAT) of any tax reimbursed.

If your Opponent makes an offer to settle your claim and requires you to sign an acceptance form then we will contact you. If you do not reject a reasonable offer within 14 days then we will take that as your instruction to accept the offer on your behalf. This may include through applying your electronic signature to any acceptance form.

TIME LIMITS FOR CLAIMING

Under English law a claimant usually has a fixed amount of time to bring a claim, after which their claim will expire – this is known as the ‘limitation date’. This date can be extended indefinitely by issuing court proceedings.

The law relating to mis-sold motor finance is still very much new and developing and it is therefore uncertain exactly how much time a claimant has to bring their claim. However, based on the law as it currently stands, we believe that some things you could claim for would need to be brought within 6 years of the start of your agreement and others must be brought within 6 years of the end of the agreement.

Please note that we will not be issuing court proceedings for the purposes of extending the limitation period. If you are concerned about this then you must issue court proceedings yourself.

HOW LONG WILL IT TAKE?

Each individual case is different and it’s difficult for us to be able to tell you exactly when your claim will be settled as this very much depends on the attitude adopted by the opponent towards your case. If your claim is a complicated case, there is the potential that it can take longer than a year for it to be settled. However, you can rest assured that we will keep you updated along the way.

OUR CHARGES AND DISBURSEMENTS

Please note that you have the right to bring the claim yourself free of charge without any representation.

We are pleased to confirm that Bott and Co will be representing you on a no-win-no-fee basis, meaning if the claim is not successful then you will not have to pay anything. If you win your claim, you pay us our Charges. You also pay us our Disbursements - but we shall recover the cost of these from your opponent so they won’t be taken from your compensation.

Our fees will always be reasonable, and we will always act in your best interests. We will ensure that the Compensation you keep is always more than the deduction we take, so you end up with the bigger share.

Non contentious business agreement

If and only if your claim is resolved without the issue of court proceedings, the amount we charge will depend on the amount of Compensation awarded, as set out in the table below.

Band	Compensation Awarded	Maximum Percentage Charge (Ex VAT)	Maximum Total Charge (Ex VAT)
1	£1 - £1,499	30%	£420
2	£1,500 - £9,999	28%	£2,500
3	£10,000 - £24,999	25%	£5,000
4	£25,000 - £49,999	20%	£7,500
5	£50,000 or above	15%	£10,000

We will charge the lower of the Maximum Percentage Charge and the Maximum Total Charge. For instance if you were awarded £1,000 then we would charge £300 (30%). If you were awarded £1,450 then we would charge £420 because 30% of £1,450 is £435, which is higher than our Maximum Total Charge.

We add VAT to our charges at the rate that applies when the work is done (currently 20%).

If court proceedings are issued or we make an application to the court, then the fees below will apply instead of the table above.

Conditional fee agreement

Small claims

We charge you a fixed fee calculated in two parts if your claim is allocated or treated as allocated to the Small Claims track for the purposes of costs.

If court proceedings are issued and your claim is a small claim or an application is made, our charges are a fixed fee in the amount of £1,500+VAT. We will however cap our charges at 40% + VAT of any Compensation.

In addition, if you become entitled to costs under the Civil Procedure Rules 1998 you agree to pay us any costs prescribed by those rules and recoverable by you.

Fast Track, Intermediate Track and and Multi-track claims or if you become entitled to standard basis or indemnity costs

We charge you on an hourly rate basis if your claim is allocated or treated as allocated to the Fast Track, Intermediate Track or Multi-track for the purposes of costs.

You agree to pay us charges calculated at the following hourly rates for all the time we spend working on your case or that part of your case.

Grade of Fee Earner	Hourly rate
Solicitors with over eight years post qualification experience including at least eight years litigation experience.	£300
Solicitors and legal executives with over four years post qualification experience including at least four years litigation experience.	£275
Other solicitors and legal executives and fee earners of equivalent experience	£250
Trainee solicitors, para legal and other fee earners.	£175

Most claims where the compensation claimed is less than £100,000 are subject to the fixed costs provisions in part 45 of the Civil Procedure Rules. Instead of being awarded costs in respect of our basic charges calculated on a time spent and hourly rate basis, you will only recover an amount of fixed costs which is a lump sum amount set by the rules. This will be a low figure and a modest contribution to your overall liability for costs.

Cases are allocated by the court to the Fast Track or Intermediate Track or treated as being so allocated by the court for costs purposes. The lump sum in respect of costs that you can recover varies depending on how much your claim is worth in terms of damages and when it concludes.

The figures for the various lump sums you could recover by way of fixed costs are set out in Practice Direction 45 in a table. By way of example for a Fast Track Claim the amounts can range from £580 if it settles before proceedings are issued or £29,000 plus 22% of the damages if your case is allocated or treated as allocated to the Intermediate track, if it is worth £100,000 and if it only concludes just before a trial.

Full details of all the various sums for fixed recoverable costs are contained in part 45 and Practice Direction 45 of the Civil Procedure Rules. If you would like more information about how these are calculated or what sums you might recover, please ask us.

You can also read the rules and the Practice Direction online at <https://www.justice.gov.uk/courts/procedure-rules/civil/rules/part45-fixed-costs>

We charge hourly rates rather than the fixed costs because we consider the fixed costs are too low. You remain liable to us for any shortfall between the basic charges you are liable to pay and the fixed costs we recover from the opponent. The amount of the shortfall could be substantial.

If you are awarded standard basis or indemnity costs, those costs will be payable on an hourly rate basis. Please note that these hourly rates are in excess of the guideline hourly rates set by the courts. The guideline hourly rates set by the court in 2024 for the like grades of fee earners are £272, £233, £189 and £134. It may be that you only recover costs at the guideline hourly rates and there will be a

short fall. We consider it likely that there will be a shortfall but we cannot say how much. The hourly rates we charge are based on what we consider an appropriate level of profit.

The amount of the shortfall will depend on the difference between the hourly rates we charge and the hourly rates the court allows you to recover.

The amount of the shortfall could be substantial. You will remain liable to pay us the shortfall.

However we cap your overall liability for our charges and disbursements to ensure that you retain the majority of your damages as set out below

Cap on our charges and disbursements

In all cases, we will then limit any shortfall in recovery of our charges and disbursements payable by you (net of the contribution to your costs paid by your opponent) to a maximum of 40% + VAT of the Compensation and waive our entitlement to the balance of our costs from you. The ATE insurance premium relates to a separate contract between you and the ATE insurer, and is not covered by this cap.

If on the way to winning or losing you are awarded any costs by agreement or court order, then we are entitled to payment of those costs.

We add VAT to the total of our charges at the rate that applies when the work is done (currently 20%). We are registered for VAT in the UK. Our VAT registration number is 768219105.

If you lose, you do not pay our charges or our disbursements and you will not be liable for any opponent's costs and/or disbursements so long as you act reasonably - as the Small Claims court only awards costs against a claimant if they have behaved unreasonably.

We do not accept payment in cash or by credit card.

We are allowed to keep any interest your opponent is ordered to pay, or agrees to pay, on the costs.

If your opponent does not pay any Compensation owed to you, we have the right to take recovery action in your name to enforce a judgment order or agreement. The charges of this action become part of the charges under this contract.

ESTIMATED COSTS

At this stage we cannot estimate what your charges will be because they are dependent on the amount of Compensation you recover.

ADVERSE COSTS

Because there are circumstances in which you could be ordered to pay your opponent's costs and thereby see your damages reduced or even exhausted and because you are liable to pay our disbursements even if you lose, we advise you to insure yourself against the risk of paying these costs.

We recommend a policy with Financial and Legal Insurance, with whom we exclusively recommend insurance under an agreement we have with them.

We believe that a contract of insurance with Financial and Legal is appropriate because:

- Financial and Legal are a UK based and regulated insurer, which has to meet its regulators strict financial and solvency requirements
- The policy meets your needs in that it provides insurance cover for your court fees, which we are satisfied will be sufficient for your case.
- Financial and Legal have a reputation of paying insurance claims fairly and promptly
- The Financial Services Compensation Scheme will apply
- The cover provided protects you against your exposure to financial risks thus enabling you to pursue your case and seek your rightful access to justice
- The premium is paid at the end of the case if you win, in which case it will be deducted from your compensation.
- The premium is self-insured so that, if you are unsuccessful with the case, you will be covered by the policy but will not have to pay the premium
- The premium does not vary depending on when your case settles, giving you certainty as to the overall cost
- It is a delegated authority scheme that enables us to obtain insurance cover on your behalf immediately.

Under our agreement with Financial and Legal, when we enter into a CFA with a client for cases that fall within certain parameters, the client is required to enter into an ATE policy of insurance with Financial and Legal. We therefore require you to agree to enter into this ATE policy, if you want us to act for you.

You agree to give us delegated authority to arrange an ATE policy on your behalf.

This delegated authority scheme enables our clients to obtain insurance in instances where the premiums may be far higher and for cases that might well not be insurable elsewhere. We have no financial interest in Financial and Legal's scheme and receive no commission. Our interest is merely for the benefit of our clients and also for administrative convenience in not having to submit 'oneoff' proposal forms and report to the insurers at regular stages whilst a case is being progressed.

We are not insurance brokers. The legal expenses insurance market is complex and changes frequently and we have not carried out any assessment of other alternative insurance products which may be available in the market. Different types of policy may be available. For example, there are policies where the premium is heavily discounted if a case settles early. However, the premium in such cases may be significantly higher if they go to trial.

We are not directly regulated by the Financial Conduct Authority. However, we are included on the register maintained by the Financial Conduct Authority so that we can carry on insurance mediation activity, which is broadly the advising on, selling and administration of insurance contracts. This part of our business, including arrangements for complaints or redress if something goes wrong, is regulated by the Solicitors Regulation Authority.

The premium for disbursements cover is as follows:

Amount claimed		Court fees		Total	ATE Premium
Above	Below	Issue	Hearing		
£0	£300	£35	£25	£60	£30
£300	£500	£50	£55	£105	£50
£500	£1000	£70	£80	£150	£70
£1000	£1500	£80	£115	£195	£90
£1500	£3000	£115	£170	£285	£135
£3000	£5000	£205	£335	£540	£255
£5000	£10,000	£455	£355	£810	£380

If your case is not allocated to the Small Claims track, we shall write to you further at that stage with further details of the insurance policy which covers you for your opponent's costs.

ENDING OUR CONTRACT WITH YOU

You expressly request and authorise us to begin working on your claim before the end of the statutory cancellation period referred to below. You understand that by giving this authorisation you cease having the right to cancel the contract if our service has been fully performed.

You can end this contract at any time. If you do so after the cancellation period, you agree you will pay us our costs calculated on the assumption that you would have won your claim on the date when you end this contract.

We can end this contract if:

- you do not keep to your responsibilities.
- we believe you are unlikely to win; or
- you reject our opinion about making a settlement with your opponent.

- we believe that the value of your claim is uneconomical for us to pursue because the value of the claim is unlikely to exceed £500.
- you become insolvent by reason of bankruptcy, entering into a voluntary arrangement.

If we do so after the cancellation period, because you do not keep to your responsibilities you agree you will pay us our charges calculated on the assumption that you would have won your claim on the date when we end this contract. In other words, you will pay us £1,500 + VAT.

If we do so after the cancellation period, because you reject our opinion about making a settlement with your opponent you agree you will pay us our costs calculated on the assumption that you would have won your claim on the date when we end this contract.

If we recommend that you make a complaint to the Financial Ombudsman Service or any financial compensation scheme, this agreement will end as you agree we will not represent you in submitting any such complaint. You agree that you will then pay us our charges calculated in accordance with the non-contentious business agreement basis if you go on to win your claim in recognition of our work done before the end of this agreement. You agree you will immediately inform us if your claim is won.

If you die before your claim is concluded and your personal representatives continue your claim, we will be entitled to be paid in accordance with this contract if your personal representatives go on to win your claim.

After this contract ends, we may apply to have our name removed from the record of any court proceedings in which we are acting.

THE INTRODUCER

You were referred to us by **ReviveAI** ("the Introducer"). We will pay the Introducer 50% of our Charges. This does not increase the amount you pay us. You are charged the same fees as if you had instructed us directly.

Your interests come first. We remain independent and will not allow any arrangement with the Introducer to affect the advice we give you. If any aspect could prejudice our advice, we will decline to act or seek your informed consent, as appropriate. If you would like more detail about this arrangement, please ask and we'll provide it promptly.

CONSUMER CONTRACTS (INFORMATION, CANCELLATION AND ADDITIONAL CHARGES) REGULATIONS 2013

We are required to provide to you with certain information under Schedule 2 of the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013. Where it is relevant to this contract, the required information is contained in this document.

STATUTORY CANCELLATION RIGHTS

You have the right to cancel this contract and you can do so within 14 calendar days starting from the date on which you receive our email confirming our contract with you. If you wish to cancel your contract with us, you must inform us as soon as possible before the end of this 14-calendar day period. You can inform us of your wish to cancel via telephone, post or email. You may use the attached model cancellation form, but you do not have to. Our contact details are:

Telephone: 01625 415 800

Address: Bott and Co Solicitors Ltd, St Anns House, Parsonage Green,
Wilmslow, SK9 1HG.

Email: motorfinanceclaims@bottonline.co.uk

To meet the cancellation deadline, it is sufficient for you to send your communication concerning your exercise of the right to cancel before the cancellation period has expired.

Please note that we record all our phone calls in order to provide a record of your explicit consent on a durable medium.

COMPLAINTS PROCEDURE

Your claim is being handled by the Motor Finance Claims Team, which is headed up by Legal Manager, Coby Benson. He will supervise all the work which will be undertaken. We're committed to high quality legal advice and client care. If you are unhappy about any aspect of the service you have received or about the bill, please contact Coby Benson in the first instance on 01625 415800 or by post to our Wilmslow office. We have a procedure in place that details how we handle complaints and which is available from us. We have eight weeks to consider your complaint. If we have not resolved it within this time you may complain to the Legal Ombudsman.

If you are not satisfied with the way we've handled your complaint, you can ask the Legal Ombudsman to look into the complaint. The Legal Ombudsman may be contacted in writing at P.O. Box 6808, Wolverhampton, WV1 9WJ or by email at enquiries@legalombudsman.org.uk or by telephone at 0300 555 0333. Further information is on the website at www.legalombudsman.org.uk. Normally, you will need to bring a complaint to the Legal Ombudsman within six months of receiving a final written response from us about your complaint or within a year of the act or omission about which you are complaining occurring (or you becoming aware of it). In addition, disputes may be submitted for online resolution to the European Commission Online Dispute Resolution Platform.

If you are objecting to our bill you may also have a right to apply to the court for an assessment of the bill under part 3 of the Solicitors Act 1974. You have a right to have any bill we send you assessed by a judge. Time limits apply. You have an absolute right to an assessment if you make an application within 1 month of delivery of our bill. However, the Legal Ombudsman may not deal with a complaint about a bill if you have applied to the court for assessment of that bill. You should also note that if all or part of the bill remains unpaid, we may be entitled to charge interest.

MISCELLANEOUS MATTERS

If we cease acting for you, there may be circumstances in which we may be entitled to exercise a lien for unpaid costs. Prior to exercising a lien, we would always try to ensure that your position is not prejudiced.

As part of our ongoing commitment to client care, our files are confidentially audited from time to time by an external independent auditor. If you do not wish for your files to be audited, please let us know.

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 are required by our regulator to hold professional indemnity insurance. Our professional indemnity insurance provides cover on a UK basis and is underwritten by Axis Speciality Europe S.E. Plantation Place South, 60 Great Tower Street, London EC3R 5AZ.

This contract, and any claim or dispute arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), will be governed by and construed in accordance with the law of England and Wales and the courts of England and Wales will have exclusive jurisdiction to settle any such claim or dispute.

For further information on how we process your data, please refer to our Privacy Policy located at <https://www.bottonline.co.uk/privacy-policy>

THE SMALL PRINT

Bott and Co is a trading name of Bott and Co Solicitors Ltd, which is a firm authorised and regulated by the Solicitors Regulation Authority, SRA Number 605593. The professional rules of the SRA with which we are bound to comply can be accessed at <https://www.sra.org.uk/solicitors/standards-regulations>. Our registered office address and address for correspondence is St. Ann's House, Parsonage Green, Wilmslow, Cheshire, SK9 1HG. Bott and Co Solicitors Ltd is a private limited company.

Call us on 01625 415 850

Lines open: Mon - Fri 8am - 8pm; Sat & Sun 10am - 4pm

Email us on motorfinanceclaims@bottonline.co.uk

MODEL CANCELLATION FORM

(Complete and return this form only if you wish to withdraw from the contract)

To Bott and Co Solicitors Ltd, St. Ann's House, Wilmslow, SK9 1HG:

I/We [*] hereby give notice that I/we [*] cancel my/our [*] contract for the supply of the following service,

Ordered on,

Name of consumer(s),

Address of consumer(s),

Signature of consumer(s) (only if this form is notified on paper),

Date

[*] delete as appropriate

Reference: [Ref]