

Non-Contentious Business Agreement (Historic Abuse cases)

This Agreement is a legally binding contract between you and your solicitor. The Conditions are part of the Agreement. Before you sign the Authority Form or give any instructions, please read everything carefully.

Agreement Date: 01/10/2025

Between:

Us, We: Aiker Legal Ltd

And

You, Your, the Client: Duncan William Mcshane

Scope of work included in this Agreement

All the work we do on your claim for compensation arising from personal historic abuse.

Scope of work excluded from this Agreement

The issue of court proceedings and any work consequent to the issue of court proceedings.

Paying us if you Win

If you win your claim you pay us 20% of the compensation that we recover on your behalf in respect of our fees, plus applicable VAT at the standard rate (currently 20% of our fees). You also pay us any agreed disbursements we make on your behalf plus any applicable VAT. Our fees reflect the following factors;

- (i) if you lose we will not earn anything
- (ii) your case is complex and involves specialised knowledge on our part
- (iii) the time we spend on your case
- (iv) the volume of documents
- (v) the amount of money involved
- (vi) the importance of this matter to you
- (vii) what we consider to be a fair and reasonable charge for the work we will do on your case.

Paying us if you Lose

If you lose your claim, you do not pay us anything, except agreed disbursements and any applicable VAT.

Paying us if you end the Agreement

You can end this Agreement at any time. If you end this Agreement before the claim is won or lost you then are liable to pay us our disbursements and for the work we have done on your claim at an hourly rate of £250 per hour for each hour of work we have done. You agree to pay us for routine letters or telephone calls lasting less than 6 minutes at 1/10th of the hourly rate. If they take longer they will be charged at the appropriate proportion of the hourly rate. VAT will be added to this sum.

Paying us if we end the Agreement

We can end this Agreement if you do not keep to your responsibilities as set out in this Agreement. You then are liable to pay us our disbursements and for the work we have done on your claim at an hourly rate of £250 per hour for each hour of work we have done. You agree to pay us for routine letters or telephone calls lasting less than 6 minutes at 1/10th of the hourly rate. If they take longer they will be charged at the appropriate proportion of the hourly rate. VAT will be added to this sum.

We can end this Agreement if you reject our advice about accepting a settlement. You then are liable to pay us our disbursements and for the work we have done on your claim at an hourly rate of £250 per hour for each hour of work we have done. You agree to pay us for routine letters or telephone calls lasting less than 6 minutes at 1/10th of the hourly rate. If they take longer they will be charged at the appropriate proportion of the hourly rate. VAT will be added to this sum.

We can end this Agreement if we believe that you are unlikely to win. You do not then have to pay us anything except our disbursements.

Your responsibilities

Your responsibilities are to;

- (a) Give us clear instructions promptly which allow us to work on your claim properly.
- (b) Not to ask us to work in an improper or unreasonable way.
- (c) Not to deliberately mislead us or lie or exaggerate your claim.
- (d) Co-operate with us in pursuing your claim.
- (e) Pay for disbursements promptly when we ask for them.

Our responsibilities

Our responsibilities are to;

- (a) Always act in your best interests, subject to our professional obligations.
- (b) Explain to you the risks and benefits of pursuing your claim.
- (c) Give you our best advice about whether to accept any offer of settlement.
- (d) Give you the best information possible about the likely costs of your claim.

Paying us from your compensation

If you win you pay us the agreed percentage of the compensation that we recover on your behalf and any disbursements. You agree that we may receive on your behalf the money you recover. If the money is sent to you, you agree to pay into a designated account any cheque received by you or by us and made payable to you. Out of the money you agree to let us take first our share of the money (our fees) and any disbursements. You take the balance.

Billing you

We will send you requests for payment on account of disbursements as the claim progresses. We will send you a final statute bill of our fees and disbursements at the conclusion of your claim.

Rights to assessment under section 70 of the Solicitors Act 1974

You have a right to have our final statute bill assessed by the Court under section 70 of the Solicitors Act 1974. Strict time limits apply for you to make any application for such an assessment. Those time limits are specified in section 70 of the Solicitors Act 1974 and if in doubt you should seek immediate legal advice.

Death

This Agreement automatically ends if you die before your claim is concluded. We will be entitled to recover our fees from your estate. Your estate is then liable to pay us our disbursements and for the work we have done on your claim at an hourly rate of £250 per hour for each hour of work we have done. You agree to pay us for routine letters or telephone calls lasting less than 6 minutes at 1/10th of the hourly rate. If they take longer they will be charged at the appropriate proportion of the hourly rate. VAT will be added to this sum. If your personal representatives wish to continue your claim we may offer them a new non-contentious business agreement.

What happens after this Agreement ends

After this Agreement ends, if any money is owing to us from you, we have the right to preserve our lien and may refuse to release documents to you or any new solicitor until that money has been paid.

Explanation of words used;

(a) Our Fees

The percentage share of compensation we recover on your behalf that you agree to pay us, plus VAT; or alternatively a sum calculated at an hourly rate that you become liable to pay us under this Agreement, plus VAT.

(b) Claim

Your demand for compensation relating to personal historic abuse.

(c) Compensation

Money that we recover on your behalf.

(d) Disbursements

Payments that we make on your behalf including experts fees or travelling expenses.

(e) Lien

Our right to keep all papers, documents, money, or other property held on your behalf until all money due to us is paid. A lien may be applied after this Agreement ends.

(f) Lose

Your claim for compensation has failed or you have stopped it on our advice.

(g) Win

Your claim for compensation is decided in your favour by an award or settlement of money.



Unit 4B Edison Court, Ellice Way, Technology Park, Wrexham, LL13 7YT

enquiries@aikerlegal.org

www.aikerlegal.org

0203 004 6549

By signing the Authority form and or by providing continuing instructions, You, the Client, agree that You will be bound by and will fulfil Your part of this agreement and comply with the Terms & Conditions below.

Client Name: Duncan William Mcshane

Signed: 
Duncan willaim mcshane (Oct 1, 2025 19:17:08 GMT+1)

Dated: 01/10/2025

Reference: case.key

Signed for Aiker Legal Ltd:

Date:

Aiker Legal Limited, Registered under the Data Protection Act 2018, Reference ZA775443.

Aiker Legal Limited is registered in England and Wales company number 13551495 at address: Unit 4B Edison Court, Ellice Way, Wrexham Technology Park, Wrexham, LL13 7YT.

Aiker Legal Limited is an alternative business structure law firm regulated by the SRA, reference: 8004747.



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Cancellation Notice

Your Non contentious Business Agreement or “No Win No Fee Agreement” with Us forms the contract between You and Us. **YOU MAY CANCEL THIS NON-CONTENTIOUS BUSINESS AGREEMENT WITHOUT CHARGE**, if You do so **WITHIN 14 DAYS** from the date upon which you received this notice from Us.

If You wish to cancel the contract You **MUST DO SO IN WRITING** and deliver personally or send (Which may be by electronic mail) notice to the person named below. You may use this form if you want to, but you do not have to.

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. However, where a dispute arises it is for you to show that the contract was cancelled within the relevant cancellation period.

NOTICE OF CANCELLATION OF NON-CONTENTIOUS BUSINESS AGREEMENT

To; Aiker Legal Limited, Unit 4B Edison Court, Ellice Way, Wrexham Technology Park, Wrexham, LL13 7YT.
Email:enquiries@aikerlegal.org

I, Client (Full Name); , hereby give notice that I wish to cancel my Non-contentious Business Agreement under your reference case.key;.....

Signed;

Full Name;

Date;

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