

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:

Between *L 6 26*

Us: **Aiker Legal Ltd**

And

You, the Client: *DAVID BORDEN CYPRIOTE*

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.

1. 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 pre-agreed disbursements (these are costs incurred to move the case forward or to gather critical evidence) that we make on your behalf, plus any applicable VAT.

Our fees reflect the following factors

- (i) if you lose, Aiker Legal will not charge 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 do on your case.

2. Paying us if you Lose

If you do not gain an award of compensation following your claim, you do not pay us anything except any pre-agreed disbursements and any applicable VAT.

3. Paying us if you end the Agreement

You can end this Agreement at any time.

- (i) if you end the agreement before we complete the full submission of your claim, you will pay a percentage of £2,000 depending on the volume of work completed at that date.
- (ii) if you end the agreement after an award has been granted you must pay the full fees as described in clause 1.
- (iii) if you end this Agreement after the full submission of your claim but before a claim settlement is made, you must pay the full fees as described in clause 1.

4. 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 (EG, if you do not respond or cooperate). You then are liable to pay us our pre-agreed disbursements and our fees at a percentage of £2,000, depending on the volume of work completed by that date.

We can end this Agreement if you reject our advice about accepting a settlement. You then are liable to pay us our pre-agreed disbursements and our fees at a percentage of £2,000, depending on the volume of work completed by that date.

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, assuming you have pre-agreed to any such disbursements.

5. 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.

6. 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.

7. 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. Upon Redress settlement, the money will be paid into your chosen account as per your initial redress application instructions, please advise us if you there are ever any changes to your bank details.

On receipt of the redress funds Aiker Legal will invoice you for the agreed fees as per this signed Agreement. The invoice will clearly state where you will need to transfer the funds to settle your account in full within seven (7) days.

8. Late Payment of Success Fee

The Client shall pay the Success Fee within seven (7) days of receipt of any redress award or compensation payment. In the event that the Success Fee is not received by the Firm within the said seven (7) day period, the Client shall be deemed to be in default.

Upon such default, the Firm reserves the right to charge:

(a) a late payment fee of £100 (one hundred pounds) per business day until payment in full is received; and

(b) interest on the outstanding amount at the prevailing Bank of England base rate, accruing daily from the date payment became due until the date payment is made in full.

All costs and expenses reasonably incurred by the Firm in recovering any overdue amounts shall also be recoverable from the Client on a full indemnity basis.

9. Billing you for additional costs (“Disbursements”)

We will send our request to authorise any disbursements as and when it becomes necessary, for your prior approval. We will send you a final invoice of our fees and disbursements at the conclusion of your claim.

10. Rights to assessment under section 70 of the Solicitors Act 1974

You have a right to have our final bill (invoice) 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.

11. In the Event of your Death

This Agreement is transferrable in full to your estate in the event of death. We will remain entitled to recover our fees from any awards made after your death. Your beneficiaries or the Executor of your Will are then liable to pay us our disbursements, and our fees as described in Clause 1.

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 terms used

- (a) Our Fees
The percentage share of compensation we recover on your behalf that you agree to pay us, 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.

By signing the Authority below 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 above.

By your signature you agree to the privacy policy of Aiker Legal Limited and authorise us to conduct soft credit searches on your behalf through their provider, Valid8 IP Ltd, with no impact on your credit score. I also agree to Valid8 IP's [privacy policy](https://www.valid8.co.uk/privacy) found at <https://www.valid8.co.uk/privacy>.

Client Name: *DAVID CRIVINE*

Signed: *D. Crivine*

Dated: *4 6 26*

Reference:

Signed for Aiker Legal Ltd:



Raymond Baker, Director

Dated:

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, 4 Edison Court, Ellice Way, Wrexham Technology Park, Wrexham, Wales LL13 7YT.

Email: support@aikerlegal.org

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

Signed:

Full Name:

Date:

Ref: Client Care - Terms of Business

This document sets out the terms of the relationship between you, the Client and us, your Solicitor, and contains certain information that we are required to provide to you at the start of your claim. This document is subject to the Non-Contentious Business Agreement that we have made with you, and which takes priority over these Terms of Business. We have tried to make the information as clear as possible and it is vital that you read the document carefully and fully understand and agree its contents. We do appreciate that you may like us to clarify certain points and if there is anything you would like us to explain, please do not hesitate to contact us

These terms contain provisions which limit our liability to £3 million. We refer you to the limitation of liability set out below.

Nature of our agreement to provide legal services to you

Our agreement with you to provide legal services is a non-contentious business agreement within the provisions of section 57 of the Solicitors Act 1974.

No claims to be made against individual directors, partners, and employees of the firm

Subject to the qualification set out below, no director, partner, or member of staff of Aiker Legal will have any personal liability for work undertaken for you. You agree not to bring any claim personally against any individual director, partner, or member of staff in respect of any loss which you suffer or incur, directly or indirectly, in connection with our services. This will not limit Aiker Legal's own liability for its acts or omissions. This provision is intended to benefit such directors and members of staff, who may enforce this clause pursuant to the Contracts (Rights of Third Parties) Act 1999.

Liability to persons who are not the client of Aiker Legal

Subject to the qualification set out below, we shall have no liability to any parties except you and any third parties to whom our advice is expressly addressed.

Our liability limited to £3 million

Subject to the qualification set out below, our liability for losses arising out of, or in connection with, our retainer (including legal costs you incur in pursuing recovery of the losses and including interest) shall be limited to the sum of £3 million in respect of any claim against us.