

## Terms and Conditions of Business

Your continuing instruction in this matter will amount to your acceptance of these terms and conditions.

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

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

(a) Charges - Our charges for pursuing your claim and any fixed costs you become entitled to under the Civil Procedure Rules 1998.

(c) Claim - Your claim, whether or not court proceedings are issued, as described in the section “what is covered by this contract.”

(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) Lien - Our right to keep all papers, documents, money or other property held on your behalf until all money due to us is paid.

(g) Lose - The court has dismissed your claim or you have stopped it on our advice.

(h) Start date – the date on which this contract begins. This is the date on which you press the submit button and the date on which we send you the email confirming these terms.

(i) Win - “Win” means that you recover damages or compensation or obtain other relief or succeed on any issue and/or an order for costs is made in your favour or an agreement is reached to pay costs in your favour at any stage in your claim.

### **BASIS OF OUR CONTRACT**

You and we agree that this contract 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

**Please note that you are entitled to make a claim with the airline yourself, including issuing court proceedings, lodging a complaint with CAA or an appointed ADR provider, where necessary. If you proceed with the claim yourself then you will receive all of the compensation awarded, whereas we will need to make a deduction as detailed in our fees below.**

**If your flight was with Ryanair (or any other Ryanair group airlines) then you are bound by Article 15.2 of their General Terms and Conditions of Carriage which stipulates that any claim for compensation must be made to Ryanair directly, before engaging a third party to claim on your**

behalf. If you have not complied with this clause already then you must do so by first claiming with Ryanair directly here: <https://onlineform.ryanair.com/gb/en/eu-261>.

**WHAT IS COVERED BY THIS CONTRACT**

- (i) Your claim for compensation pursuant to Regulation 261/2004 or any successor legislation and any associated losses we agree to include in the claim (see “what can you claim” below).
- (ii) Any proceedings you take to enforce a judgment, order or agreement.

**WHAT IS NOT COVERED BY THIS CONTRACT**

- (i) Any appeal you make against the final judgment or order without our prior agreement.

**OUR CHARGES AND DISBURSEMENTS**

We work on a no-win no-fee basis. 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 flight delay compensation.

Our charges are a fixed fee per passenger as set out below:

<b>Compensation Amount</b>	<b>Fee Charged</b>
£110	£56
£175	£90
£220	£112
£260	£135
£350	£180
£520	£270

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

The above charges are inclusive of VAT 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 damages 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.

**OUR RESPONSIBILITIES**

We must:

- (i) Always act in your best interest subject to our duty to the Court;
- (ii) 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 the airline other than through us.
- (vi) Must not instruct any other representative nor pursue your compensation claim against the airline without first terminating this contract.
- (vii) Agree that any compensation will be paid directly to Bott and Co. In these circumstances you require the airline to do so and authorise Bott and Co to retain their charges, disbursements and VAT 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 airline in respect of your claim.
- (x) Must not communicate with the airline in relation to this claim, other than through us.

**CLAIMING ON BEHALF OF OTHERS**

If you are claiming compensation on behalf of other passengers, such as your family or a group you were travelling with, and have provided us with their details, by providing those details, you are warranting and representing to us that (i) you are their agent and they are your principals (ii) you have full power and authority to provide those details and (iii) full power and authority to bind the other

passengers to this contract as parties to it, so that they become our clients and are bound by the terms of this contract, including the obligations outlined under Your Responsibilities.

### **WHAT CAN YOU CLAIM?**

Under Article 7 of Regulation 261/2004 or any successor legislation, we're limited to recovering compensation for flight delay/cancellation only. We cannot pursue the airline for any other losses associated with the flight delay/cancellation which you may or may not have incurred. However, if we have to take legal action against the airline, there may be a possibility where we can make a claim for any losses that you may wish to pursue in addition to your flight delay/cancellation. We would therefore ask that you send to us any appropriate information/evidence in relation to each and every item of loss to us within the next 7 days. If we do not hear from you we'll proceed on the basis that the damages we're pursuing are limited to the sum of statutory compensation. Any losses that are associated with this delayed/ cancelled flight would need to be included in any court proceedings that are issued otherwise you may lose the right to claim those losses entirely. If the airline refuses to agree an amicable settlement of your claim then court proceedings will become necessary. 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. 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.

### **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 airline towards your case. On average, we're able to settle claims in around 72 days. However, 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.

### **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 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 you end this contract.

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.

### **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: [flightdelay@bottonline.co.uk](mailto:flightdelay@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 Flight Delay Team, which is headed up by Technical 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 handed 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](mailto:enquiries@legalombudsman.org.uk) or by telephone at 0300 555 0333. Further information is on the website at [www.legalombudsman.org.uk](http://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.

#### **INFORMATION DISCLOSED TO THE INTRODUCER**

A third party has introduced your transaction to us. We will pay them a referral fee at the conclusion of your case, but only if we are successful in recovering compensation for you. You consent and agree to information concerning your case being disclosed to them.

#### **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.

The shareholders of Bott and Co Solicitors Ltd are shareholders in an Alternative Business Structure regulated by the SRA.

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 [www.sra.org.uk/solicitors/handbook/code/content.page](http://www.sra.org.uk/solicitors/handbook/code/content.page). 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 [flightdelay@bottonline.co.uk](mailto:flightdelay@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