

GOODMAN KING

TERMS OF BUSINESS

I. CLIENT CARE

- ❖ We aim to provide a friendly and efficient service.
- ❖ Another partner of the firm will supervise your work. If any problems arise in the first instance speak to the partner dealing with your file; if you are still not satisfied then speak to the supervising partner. The sooner a problem is made known to us the easier it is to resolve.

2. OUR CHARGES

- ❖ We charge at an hourly rate of £220.00 plus VAT.
- ❖ The hourly rate is normally reviewed annually. We will advise you of any increase immediately.
- ❖ Charges are based on the time taken in dealing with your matter e.g., Answering and making telephone calls, writing, and receiving letters, attending Court (including travelling and waiting) and personal attendances.
- ❖ In cases of extreme complexity or where an exceptional service is needed, we may make an additional charge, but this will always be discussed with you at the outset
- ❖ We will not make an additional charge for routine photocopying, postage, or fax transmissions. However, photocopying for Court hearings, Employment Tribunals Briefs to Counsel and any other exceptional photocopying will be charged. This will be charged as a separate item on the bill and will be subject to VAT.

3. PAYMENTS TO GOODMAN KING

- ❖ We will ask for payment on account of anticipated costs, disbursements, Counsel's and expert's fees and Court fees. This will be paid into a client account at our bank and held until the costs are incurred. It will then be credited against the bill we deliver to you.
- ❖ You will be billed on a monthly basis wherever possible in probate cases the bill is usually presented at the conclusion of the matter.
- ❖ Bills are payable within one calendar month. We reserve the right to charge interest at 4% above NatWest bank base rate on any bill paid within that time.
- ❖ We reserve the right to offset unpaid bills and disbursements against any monies received on your behalf. You will be notified in such an event
- ❖ On matters where a third party has agreed to pay your legal costs, these still remain your responsibility should the third party fail for any reason to settle the account within our payment terms.

4. YOUR RESPONSIBILITIES-PROVISION OF INFORMATION BY YOU

To enable us to carry out our work it is necessary that:

- ❖ You make all payments due to us on time
- ❖ You provide full and accurate information necessary for dealing with your work
Where appropriate we may approach such third parties you approve for additional information or documents. We will rely on the information and documents being true, correct, and complete and will not audit the information or those documents.
- ❖ As and when requested you provide instructions to us in a timely and clear manner from time to time during the course of your work
- ❖ You keep us informed about significant changes in your circumstances.
- ❖ Please note that we do not give financial advice and we are not qualified to do so. You should seek independent advice from an expert with regard to this.

5. MONEY LAUNDERING

- ❖ We are now required by the Money Laundering Regulations to obtain independent evidence of the identity and address of our clients prior to commencing a business relationship. We will need to see your passport or photo driving licence and an original utility bill issued in the last three months showing your name and private address. In the case of a corporate client we also need to see the original certificate of incorporation and proof that you are an officer or shareholder with authority to give instructions on behalf of the business.
- ❖ Under the provisions of the Proceeds of Crime Act 2002 new rules were also introduced which affect all Solicitors. We are required to consider the source of any funds provided by you in connection with any transaction we may carry out on your behalf. If we are aware of or suspect that the proceeds of any crime (whether or not committed by you) may be involved then we may be obliged to report our knowledge or suspicion to the National Crime Intelligence Service (NCIS). We may have to do so without informing you. Proceeds of crime now include not only the obvious, but also any money deriving from tax evasion or benefit fraud.
- ❖ If you have any concerns as to the regularity of your financial affairs, we would strongly recommend that you seek appropriate professional advice.

6. ESTIMATES

- ❖ We will wherever possible provide estimates of fees and expenses, but these are usually subject to variation in the light of individual circumstances that may arise as the matter proceeds. We have no control over many of these circumstances, particularly in matters involving litigation. An estimate cannot, therefore, be regarded as a quotation or fixed cost commitment. You may, if you wish, agree a fees limit with us, and this will not be exceeded without further reference to you.

7. E-MAILCOMMUNICATION

- ❖ We regularly communicate by e-mail. This may include correspondence, documents, or other information. Presently this is not encrypted before it is sent. **It** is possible that confidential information is sent in this format which, therefore, may be intercepted intentionally or by accident and read by a third party. If you do not wish us to send confidential information by e-mail, please advise us accordingly in writing.

8. TERMINATING OUR ENGAGEMENT

- ❖ You have the right to terminate our engagement by notice in writing to us either by post, facsimile, or e-mail at any time for any reason.
- ❖ We reserve the right to terminate our engagement if there is a failure or unacceptable delay to instruct us, a material change in the circumstances or information on which our original engagement was based or for any other reason there is a breakdown in confidence between us. We will always seek to give you reasonable notice of our decision but there may be circumstances where it is reasonable for us to give no notice. As mentioned above, we also reserve the right to discontinue work on all your current matters if any bill is not settled promptly.
- ❖ If for any reason we cease to act before a matter has been completed, we shall be entitled to charge for all work done up to that point plus any fees or expenses for work necessary to transfer the matter to another advisor.
- ❖ As mentioned above, if there are outstanding monies owed to the firm by you whether in respect of fees, disbursements or other charges, we reserve the right to keep your papers, deeds, wills, files or other documents until all outstanding payments have been discharged.