

GOODMAN KING

Client Care Letter

1. **CLIENT CARE**

- ◆ We aim to provide a friendly and efficient service.
- ◆ The firm is regulated by the Solicitors Regulation Authority (SRA Number: 596721) and the two directors and solicitors within the firm are Amanda Goodman (SRA Number: 155607) and Jacqueline King (SRA Number: 159939)
- ◆ Another director of the firm will supervise your work. If any problems arise in the first instance speak to the director dealing with your file. 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 £250.00 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 and emails, attending Court (including travelling and waiting) and personal attendances.
- ◆ In Conveyancing matters the hourly rate will not apply unless stated and you will be charged in accordance with the quote sent to you.
- ◆ In a Conveyancing matter in which a property is being sold, we will require you to send £50.00 to our client account to cover any disbursements we incur in obtaining title documents from the Land Registry. Any balance will be returned to you upon completion or should the matter not proceed.

3. **PAYMENTS TO GOODMAN KING**

- ◆ Any payments requested should be made to our client account, unless otherwise stated. The details are as follows:

Goodman King Solicitors Ltd – Client Account

Sort Code: 30 – 96 – 68

Account Number: 86891168

- ◆ **We would request that all our clients please phone the office prior to making any payments to ensure the details listed are correct.**

- ◆ Payments in respect of Goodman King fees will be paid into a separate office account, the details of which can be found at the bottom of your issued invoice.
- ◆ 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 1% above Lloyds 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.
- ◆ As a general rule, we do not pay a client interest on money held in our client account. In most cases the time spent calculating the interest would cost the client more than any interest gained. However, should a substantial sum be held, then on request this will be considered on a case by case basis.

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.

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 as we are not regulated to give you financial 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, 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-MAIL COMMUNICATION

- ◆ 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

9. COMPLAINTS

- ◆ Should you not be satisfied with the service or work that we have provided, you may submit a complaint to us in writing to the address below. Your complaint will then be reviewed, and any necessary steps will be taken to resolve the matter.

Mrs A Goodman & Mrs J King
Goodman King Solicitors
1 Canal Road
Tavistock
Devon
PL19 8AR

- ◆ In the event that you feel that your complaint has not been properly dealt with, you can take the matter further by contacting the Legal Ombudsman at PO Box 6806, Wolverhampton, WV1 8WJ. Telephone: 0300 555 0333. Email: enquiries@legalombudsman.org.uk