

CLIENT CARE BOOKLET.

GMH Solicitors.

TERMS & CONDITIONS

The Firm

GMH are a young, ambitious firm of Solicitors formed in 1998. Ours is a general High Street practice but each of our fee earners concentrates on a particular area of law. This enables us to provide competent legal advice, efficiently and economically.

Our services

Employment Law	Litigation
Personal Injury	Matrimonial
Domestic Conveyancing	Wills/Probate
Commercial Conveyancing	Landlord & Tenant

Introduction

We value our reputation for high professional standards and are committed to providing you with the highest quality of service, handling your instructions with professional skill, care and attention in order to secure a satisfactory result so that you, your family and friends, will use our services at some stage in the future should the need arise. Ultimately, your success is our reputation.

To achieve this we have set up individual departments within our firm specialising in particular areas of law. This means that an experienced lawyer will handle your case throughout.

Location

We are located in Cotteridge, 7 miles from the city centre of Birmingham. We are fortunate to be accessible by train (Kings Norton station is 2 minutes walk away), bus (the bus stop is outside the front door, numbers 45 and 47 from the city centre) and car (Car Parking facilities at the rear). We are within easy access to both the M42 and M5. We are situated on the Pershore Road between the Cotteridge Islands and Kwik Save.

Opening Times

We try to be as flexible as possible. We are open Monday to Friday, 9.00 am to 6.00 pm, although our switchboard is closed from 1.00pm until 2.00pm Monday to Thursday. We are more than happy to offer out of hours appointments, although this needs to be agreed in advance with the fee earner concerned.

We undertake home and hospital visits by appointment.

Our Fee Earners.

Dean Morris, Senior Partner, Head of Employment Department, qualified in 1994. He specialises in Employment Law as it affects both employees and employers alike. He also handles civil litigation work on contentious matters in the High and County Courts. Mr Morris also handles all consumer and general contractual work within the firm. He is an experienced advocate in the Employment Tribunal. Mr. Morris is a member of the Employment Lawyers Association.

Mr. Morris is also the IT controller for the Firm and the Complaints Officer.

Mr. Morris' e-mail address is dean@gmhsolicitors.co.uk.

Rupert Hills, Partner, Head of Personal Injury Department, qualified in 1997. He specialises in Personal Injury and has over six years experience in this field. Mr. Hills is a member of the Law Society Personal Injury Panel.

Mr. Hills' e-mail address is rupert@gmhsolicitors.co.uk.

Steven Lobley, Associate, Head of Matrimonial Department, Member of the Solicitors Family Law Association, qualified in 1986. Steven specialises in Matrimonial and Family Law. He has experience in both High and County Court Matrimonial Litigation and has 14 years experience in the field of civil litigation as well.

Mr. Lobley's e-mail address is steve@gmhsolicitors.co.uk.

Janet Moreton, Associate, Personal Injury Department qualified in 1992. Janet specialises in Personal Injury and Civil Litigation and has been practicing for 11 years.

Mrs. Moreton's e-mail address is janet@gmhsolicitors.co.uk

Sami Rahman, In-House Barrister, Employment Department qualified 1996. Sami specialises in Employment Law, both Respondent and Applicant work. He also has some experience with Civil Litigation. He has been practicing for 8 years.

Mr. Rahman's email address is sami@gmhsolicitors.co.uk

Dorothy Turner, Fellow of the Institute of Legal Executives, qualified in 1984. She specialises in Domestic and Commercial Property, Landlord and Tenant and Wills and Probate. She no longer works for the firm full time, but on a consultancy basis.

Mrs. Turner's e-mail address is dot@gmhsolicitors.co.uk.

Diane Rogers, Fellow of the Institute of Legal Executives, Head of Conveyancing Department, became a Fellow in 2002. She has worked in Conveyancing and Property for 10 years and also has experience in Wills and Probate.

Mrs Rogers' e-mail address is diane@gmhsolicitors.co.uk

Nishpal Randhawa, Junior Conveyancer, Conveyancing Department graduated in LLB Law in 2002. She works alongside and assists Mrs. Rogers in all conveyancing matters.

Miss Randhawa's e-mail address is nishpal@gmhsolicitors.co.uk

Dippalli Naik, Trainee Solicitor, Employment Department, Miss Naik is due to qualify as a solicitor in September 2004. She has worked at the firm since August 2002. Miss Naik assists Mr Morris with all Employment work and civil litigation work.

Miss Naik's e-mail address is dippalli@gmhsolicitors.co.uk.

Shelley Evans, Trainee Solicitor, Personal Injury Department, joined the firm in July 2002 and is due to qualify in August 2004. She works closely with Mr. Hills on all types of Personal Injury work.

Miss Evans' e-mail address is shelley@gmhsolicitors.co.uk.

Kate Steventon, Trainee Solicitor, Personal Injury Department, joined the firm in August 2000 and is due to qualify in April 2004. She assists Mr. Hills with all Personal Injury work.

Miss Steventon's e-mail address is kate@gmhsolicitors.co.uk.

Martin Allen, Paralegal, Personal Injury Department joined the firm in September 2003 and assists Mr. Hills with all Personal Injury work.

Mr. Allen's e-mail address is martin@gmhsolicitors.co.uk

Our Support Staff.

Philippa Raybould ACA, Financial Controller, **Philippa** is the financial controller of the firm. She is a qualified Chartered Accountant of 14 years standing and 19 years accounts experience. She also runs her own Accountancy Practice, Raybould and Co.

Mrs. Raybould's email address is phil@gmhsolicitors.co.uk.

Kim Riddle – Personal Assistant to Phillipa Raybould, Part-time

Mrs Riddle's e-mail address is kim@gmhsolicitors.co.uk.

Penny Perryman – Personal Assistant to Phillipa Raybould

Mrs. Perryman's e-mail address is penny@gmhsolicitors.co.uk

Margaret Conibear – Personal Assistant to Diane Rogers

Miss Conibear's e-mail address is margaret@gmhsolicitors.co.uk.

Claire Phillips – Office Manager / Senior Secretary, Personal Injury Department

Miss Phillips' e-mail address is claire@gmhsolicitors.co.uk.

Ann Atkinson - Secretary / Personal Assistant to Dorothy Turner, Part-time

Mrs. Atkinson's e-mail address is ann@gmhsolicitors.co.uk.

Renukah Pragalathan – Secretary, Personal Injury Department

Mrs Pragalathan's e-mail address is renukah@gmhsolicitors.co.uk.

Susannah Lewis – Secretary, Personal Injury Department

Ms Lewis' e-mail address is Susannah@gmhsolicitors.co.uk

Joanne Ward – Secretary, Personal Injury Department

Miss Ward's e-mail address is Joanne@gmhsolicitors.co.uk

Claudine Prince – Secretary, Matrimonial Department

Miss Prince's e-mail address is liz@gmhsolicitors.co.uk.

Julie Peet – Receptionist

Mrs Peet's e-mail address is julie@gmhsolicitors.co.uk.

Our Web Site

The Firm's website is to be found at www.got-the-boot.com.

Our Client Care Policy.

All our clients are important to us and we aim to provide them with the best possible service. In every case, we will try at the outset to give you a general appraisal of the problem, if there is a problem, to outline the best strategy for dealing with it and to tell you what expenditure (including our own fees and out of pocket expenses) you are likely to incur. We will normally confirm our advice in writing.

As your case progresses, we will reappraise it from time to time. Our main concern is always that the client should know what is going on, that he or she is aware of the costs incurred and that the case in general is well under control and seen to be well under control.

The best time to contact us.

It is the most frequent complaint against the legal profession that clients cannot speak to their solicitor when they want to. "He's on the phone", "She's out of the office", "He's engaged" or "She's not in". If it is convenient for you, the best time to speak to your conducting solicitor is after **10.30am**. Every morning the fee earners have to read and reply to routine post, which usually takes at least the first hour and a half of the day. It is for this reason that it is better to make contact after this task is carried out. Of course, it may be the case that when you phone, the person to whom you wish to speak is indeed engaged with a client or engaged in an urgent task, in this situation, we aim to notify you accordingly and indicate a time for you to call back when the person will be able to receive your call or alternatively, you will be given a time when your call will be returned.

Communications.

We believe it is essential that you are kept fully informed of the progress in carrying out your instructions.

We are happy to establish a method of reporting suited to your needs (e.g. monthly or quarterly report, face to face reviews etc)

Instructions.

In appointing GMH to act on your behalf you are also authorising us to take any necessary steps to protect your interests in that matter (unless you instruct us to the contrary) and to incur reasonable expenses on your behalf. We shall not be responsible for any failure to advise or comment on any matter, which falls outside the scope of your instructions.

Where we receive instructions in relation to the same matter from more than one person or company, those persons/companies instructing us will be jointly or individually responsible for our fees.

Our Fees.

Ultimately, as with any other business, we have to make a living and make the books balance.

Cost is a central consideration in any business decision. Our charging practices therefore focus on providing a professional service, charging our clients a rate for the job, which is demonstrably fair and reasonable.

We attempt to be flexible in our charging approach and are happy to consider with you a variety of alternatives to the traditional hourly rate, depending on your personal financial situation, and any agreement reached between us. There are a variety of fee structures available, these include Fixed Fees, No Win No Fee and the traditional hourly rate.

If paying privately, you may give us an upper limit on costs and disbursements to be incurred. You authorise us to work up to this limit and not to exceed it without your authority.

At the outset of your case, we are obliged by the Law Society to give you the following information:

- The name of the person(s) having conduct of your case, should this change, you will be immediately informed.

- The best information as to the likely overall costs of your case, including a breakdown between fees, VAT and disbursements.
- The likely time to be spent, if time is relevant to our overall costs
- "Best information" may include a fixed fee; giving a realistic estimate; giving a forecast within a range
- If paying on an hourly rate, what that rate is.
- In what circumstances an hourly rate can be increased.
- If any such estimate, quote or other indication is not intended to be fixed, we should tell you in advance.

Which method of meeting our costs is appropriate for you?

At the outset we will discuss with you all the alternative forms of funding. You are then free to choose which suits your own particular requirements.

Insurance.

In certain instances, you may have some form of insurance cover in place to cover your legal costs. You will need to advise us of any Policies you hold so that we can assess whether you are eligible for Legal Expenses cover. If so, we can assist you in submitting your claim.

Cost / Benefit Analysis.

As with every business decision, we shall discuss with you the likely costs of your case as against the risks and the amount that you may "win" if successful. Obviously, it is ridiculous to spend £10,000 in legal fees recovering £250 having regard to the risk of losing and of having to pay the other sides costs.

Contingency and Conditional Fee Agreements ("No Win No Fee")

This method of charging is available for all forms of litigation except Family and Criminal. It works on the basis that you pay us nothing if you lose with the exception of what are called "disbursements". These include sums that we have to pay out on your behalf, usually travel, parking, medical or expert reports, insurance premiums, Counsel's fees etc.

If we succeed the percentage taken from your "winnings" is usually 25%, 33% or 50% although this can in certain circumstances be negotiated up or down depending on the type of case concerned.

In relation to Personal Injury actions, we can offer a 'No Win No Fee' Conditional Fee Arrangement. You also have to obtain insurance against losing and being ordered to pay the winner's costs. We can obtain a quote for you and you will be responsible for the payment of the premium. If successful, we charge a success fee, which the insurers pay. They also pay our costs.

For Employment claims, we can offer a 'No Win No Fee' Contingency Fee Arrangement, whereupon we take an agreed percentage (usually between 33 and 50%) of any monies recovered. There is no insurance taken out usually and no premium to pay because costs are not ordinarily awarded in favour of either party to a Tribunal claim.

For Money Claims generally, in the Civil Courts, we can offer a Conditional Fee Arrangement as with Personal Injury claims. However, before proceedings are issued, we can offer a 'No Win No Fee' Contingency Fee Agreement where we can agree a percentage cut in the event that we recover monies without having to issue proceedings. Once proceedings need to be issued, you would have to move to a Conditional Fee Arrangement as referred to above with payment of an insurance premium.

Fixed Fees.

For certain matters, we can undertake work on a Fixed Fee basis. This fee is agreed between us at the outset. If for any reason the work turns out to be different to that contemplated, the fee may have to be renegotiated to take into account the new circumstances.

Hourly Charging Rate.

This is the more traditional solicitors' basis of charging. Unless a different basis has been agreed with you the law states that our charges will be whatever sum is "fair and reasonable having regard to all the circumstances". In determining fees we take into account with you the following: -

- The complexity of the matter or the difficulty or novelty of the questions raised
- The skills, labour, specialised knowledge and responsibility involved
- The number and importance of documents prepared and considered without regard to length

- The place where and the circumstances in which, the business is carried out
- The amount or value of any money or property involved
- Whether the land involved is registered within the meaning of the Land Registration Act 1925
- The importance of the matter to you

As our time and expertise is the core element of our service, time spent is the predominant factor in determining our charges. Our aim is always to carry out your instructions at the level of seniority appropriate for the provision of an efficient and economic service.

We try to ensure that you are kept fully up to date with fees as they are incurred and we advise of any change in circumstances that has a bearing upon previous information given to you about fees.

Any estimate is given only as a guide to assist you in budgeting and should not be regarded as a firm quotation unless otherwise agreed in writing. Should circumstances change then we reserve the right to vary any estimate

As our time and expertise is the service we provide and as time devoted to your instructions cannot be reallocated elsewhere, unless otherwise agreed with a partner specifically, we will generally charge for that time even where the work you have instructed us on does not proceed to completion.

It may become necessary during the period in which we act for you, for the hourly rate to be reviewed and increased. If this becomes necessary, we shall notify you accordingly.

Litigation – costs generally

1. If you are privately paying, you are responsible for paying our account even if the court eventually orders another party to pay or contribute towards your legal costs. You should be aware that there are sometimes difficulties or delays in assessing and recovering these costs.
2. The court has wide ranging discretion to determine which party (ies) should bear the cost of the proceedings and in which proportions. This is usually exercised to order an unsuccessful litigant to pay a proportion of the successful litigant's costs (normally 60-70%) ie. normally the loser will be ordered to pay the winner's costs, but not all of them.

3. Only in exceptional cases will the court make an award, which gives the successful litigant a full indemnity for the costs of the proceedings. You should therefore assume that even if your action is successful there will be additional costs payable to us over and above anything recovered from the other side. In cases where another party is legally aided it is highly unlikely that you will be able to recover any costs from them at all unless at a later stage they win the lottery!
4. If you lose an action, you will be liable to pay not only our fees and disbursements but the court is also likely to exercise its discretion to order you to pay a proportion of your opponent's costs (again normally 60-70% of the total expended by the other side). I.e. On the basis that you have lost.
5. If you withdraw an action the other party is entitled to have an order made by the court for you to pay the costs incurred by them up to that point.
6. The amount of legal costs payable by either party are usually assessed by the Court in a process called "assessment". This involves drawing up a very detailed bill setting out exactly what has been done and the amount charged for each unit of time. The Court has certain amounts that it allows and even though you have had to pay, the Court will be strict with what it allows i.e. if we charge you £120 per hour, the Court may only allow a rate of £90 per hour and you will therefore be liable for the difference. Apart from this the Court only makes the loser pay what is "reasonable" and will disallow what it considers to be excessive time claimed. Similarly, the Court may reduce what it allows for Barristers fees. In this case, you will be responsible for the deficit. In short, this means that even if you win, you may still be out of pocket.
7. In relation to "conditional fee agreements" you can recover the insurance premium although you may not be able to recover all of it.
8. In any action you will be required by the court to disclose to the other parties all documents, correspondence, notes, memoranda or other items which are or have been in your possession, custody or power and which relate, in any way to the issue in dispute. This duty covers documentation, which may be prejudicial to your case, which, subject to certain exceptions such as communication with us, you are nevertheless obliged to reveal. All relevant documents should be passed to us from the outset. The obligation of disclosure

is ongoing until the action is concluded and all relevant documents must be handed to us. This obligation is onerous and you may be liable for severe penalties including fines and/or imprisonment in cases of deliberate non-disclosure. We can advise you on these issues but if in any doubt as to whether to preserve documents, you should always err on the side of preservation.

9. To aid the litigation process and with a view to costs we are obliged to discuss with you, in appropriate cases, alternative methods of resolving particular issues, such as mediation or conciliation. Your solicitor will discuss this aspect in more detail with you.

Liability for your costs and those of another, and Insurance.

We shall discuss with you whether you have any Policies of Insurance in place to cover your liability for another party's costs, in the event that you lose. I.e. An employer or Trade Union.

Also, there are various "after the event" insurance Policies available on the market to meet your liability for your own costs and your liability for the costs of another. They involve the insurance company making an assessment of your case and the payment of a premium. We can discuss this with you if it is appropriate to your case.

Rate Review.

Our hourly charging rates are reviewed periodically and we shall notify you of any changes in these rates as appropriate.

Expenses.

It is often inevitable that we have to pay expenses (sometimes called 'disbursements') on your behalf. Examples include court and commissioner's fees, counsel's fees, search fees, registration fees, stamp duty and special bank transaction costs. We also charge photocopying as a separate disbursement.

Unless you instruct us to the contrary we will take it that we have your authority to pay such expenses, as we consider necessary in respect of any particular matter.

Some expenses may be substantial and in these cases we require money on account to be paid to us before we incur any liability.

We reserve the right to charge separately for postal and telephone costs incurred on your behalf in appropriate cases.

Value Added Tax.

Any estimates or quotations given by us are net of Value Added Tax. VAT will be charged at the appropriate rate on our fees and on those expenses that are subject to VAT.

Accounts.

Every business appreciates the importance of regular cash flow. We are no different and our cash flow is important to enable us to provide a professional service and to invest for the future. It is equally important for you to be aware on a regular basis of the fees and expenses, which you have incurred. Many of our clients insist on monthly interim accounts and this we encourage

Monthly interim accounts may be inappropriate for some types of work. For example, in many corporate and property matters, work is undertaken over several weeks and our account would normally be rendered on completion. However we reserve the right to render interim accounts as and when necessary. The conducting lawyer is always willing to discuss with you the most appropriate accounting procedure for any particular matter.

Payment.

Our terms of business require payment to be made no later than 30 days from the date of the invoice unless we have told you in writing that a different payment date will apply (e.g. conveyancing transactions where payment is due at completion). If an account is not paid within one month of the invoice date, we shall be entitled to charge interest on the account (including any expenses and VAT) from the date of invoice at a rate equivalent to two and a half percent above the base rate from time to time of National Westminster Bank PLC. If any account is overdue for payment, we shall be entitled to refrain from continuing to do work for you. We shall be entitled to retain a lien on documents and papers belonging to you, together with our papers, until all sums outstanding to us are paid.

Monies.

In certain circumstances we may require you to make payment on account of charges and expenses to be incurred prior to any work being carried out or continued. If such circumstances arise we will contact you to discuss this. Money held by us for you, whether on account or otherwise, will be placed in our Client Account and you will be entitled to the interest which would have been earned, had it been held in a separate designated deposit account at National Westminster

Bank PLC, unless the amount of interest is less than £20.00. Money held by us (and accrued interest) may be taken by us in payment or part payment of our invoices.

Taxation.

We will assume, unless you notify us to the contrary, that you have taken appropriate advice as to the taxation implications. If requested to do so we will be pleased to advise.

Fixed Fees in Domestic Conveyancing.

Usually you will have instructed this firm to assist you in a domestic conveyancing matter such as a purchase, sale and purchase or re-mortgage on the basis of a fixed fee estimate given to you. In 99 out of 100 cases this is the final bill that you will receive at the end of the work. However, occasionally during the course of your matter new information will come to light that will require additional work on your behalf. The firm reserves the right in this circumstance to make additional charges for the work carried out on your behalf. However, you will be notified in advance of this.

Complaints and Termination of Relationship.

Our aim is to provide a service, which matches your expectations and instructions. If you are dissatisfied with any aspect of our service, please let us know as soon as possible.

To resolve swiftly any client dissatisfaction, we operate a Complaints Handling Procedure. If you want to discuss any aspect of the way in which your instructions are being undertaken and you do not wish to do so with the individual lawyer involved, please speak to your conducting lawyer and in the event that you remain dissatisfied, to our Senior Partner, Dean Morris. If you require a copy of the complaints procedure a copy may be made available.

Any complaint will be investigated promptly and thoroughly and an explanation of the investigation will be given to you, in writing, if required. If you are not satisfied with this internal procedure, you may seek further help from the Office for the Supervision of Solicitors.

Our relationship is based on mutual trust and confidence. In the event of that coming to an end, it would be undesirable for us to continue to act. Accordingly we believe it is right that you should be entitled at any time to cease instructing us and similarly we should be entitled at any time to cease to act for you (subject in our case to any overriding professional requirements on us to continue acting). We reserve the

right to keep all papers, documents and funds, irrespective of the matter to which they relate until fees and expenses owed by you are paid.

Confidentiality and Conflicts.

All information regarding your business and affairs will be regarded as and kept confidential at all times unless you instruct us to disclose information or we are compelled to disclose it by law (in certain criminal proceedings for example)

In order to protect your interests, we cannot act or continue to act in circumstances where there is an actual or potential conflict between your interests and the interests of another client of the firm. If this situation arises during our dealings with you we will discuss the position with you and determine the appropriate course of action

File Storage.

We will store details and other papers relating to your matters for such time as we judge reasonable or for such time as we are required by law to do so, files or papers may be preserved on microfilm or by other means of image processing. We shall dispose of files or papers at the expiry of the relevant storage period in accordance with our office procedures. This does not apply to the storage of such documents as title deeds and similar items, which we agree to retain in safe custody until we notify you otherwise.

Disclosure and sharing of Commissions.

As required by the Law Society we will disclose to you any commission, which we are entitled to receive on share transactions, investments and insurance effected by us on your behalf. By agreement with you we will normally either:

1. Refund the commission to you and charge a full fee for our services or
2. Take the commission into consideration when rendering our bill or
3. Retain or share the commission in lieu of fees

In the unlikely event of us not reaching agreement we will apply option 1 above.

Facsimile Transactions.

Communication by fax is now a part of modern business. Whilst all communications between a solicitor and client are confidential, you must accept that transmissions via the fax are not an entirely confidential method of communication. You are responsible for ensuring that, when the fax is an agreed method of communication, the necessary safeguards are in place at the receiving point to maintain the confidentiality of the transmission.

Money Laundering.

We are required by law to report to the National Criminal Intelligence Service any evidence or suspicion of money laundering. We are also prohibited from notifying our client of the fact that report has been made. We are required under the Money Laundering Act 2002 to have a procedure in place in order to avoid being involved in money laundering. In such circumstances you may be required to provide evidence of your identity if we are to receive money into our Client Account on your behalf. We are required by the Law Society to appoint a Money Laundering Officer.

GMH Solicitors. 23/1/04