

Our Ref.

Your Ref.

Date

Dear Sir/Madam

This is a client care letter setting out the basis of the relationship between yourself and Cheyney Goulding. As such it is a formal document and if you have any queries on the same, please do not hesitate to let us know as soon as possible.

Mr Goulding will have responsibility for the day-to-day conduct of your matter. If it is appropriate for someone else in the Firm to deal with your work he will, of course, let you know. He will keep you informed of the progress of matters and if you have any queries, please let him know. If he is unable to receive your telephone call for any reason, he will get back to you as soon as it is possible. However, should you have any unresolved queries or issues regarding your matter, then you can speak to the Firm's Client Care partner who is Mr Young.

Fees

Our charges are based on the time we spend dealing with a case. Time spent on your affairs will include meetings with you, and perhaps others; time spent travelling; considering, preparing and working on papers; correspondence; and making and receiving telephone calls.

In addition to the time spent, we may take into account a number of factors which include the complexity of the issues, the speed at which action must be taken, the expertise or specialist knowledge that the case requires and, if applicable, the value of the property or subject matter involved. On the basis of the information currently available, we expect these factors to be adequately covered by the hourly rates below. The rates may be higher if, for example, the matter becomes more complex than expected; we will notify you of this.

Should you ask us to act on your behalf on any new matter in the future, you will be charged at the hourly rate which applies at that time and the information set out in this client care letter will apply.

The costs are based on an hourly rate. VAT is charged in addition to these fees. We will review our hourly rates from time to time and notify you in writing of any increased rate.

Disbursements & Expenses

You will be charged for any disbursements and expenses incurred in the conduct of your case by this Firm. Disbursements are payments we make on your behalf on items such as Court fees, fees for Medical Reports, Barrister's fees, Agents fees and Process Server's fees. Expenses include items of expenditure such as postage, telephone charges, travelling etc for the purposes of your case. VAT will be payable on all disbursements and expenses.

Billing

We will send you an interim bill for our charges and expenses at the end of every month whilst the work is in progress. This will assist you in budgeting for your costs and if required we will provide an estimate of our likely charges and expenses as the matter progresses.

It is important that you understand that the amount of our costs, which you will have to pay, may be greater than the amount you can recover from another party to the case. If we are acting for a limited Company we reserve the right to look to the Directors personally for settlement of this firm's invoices in the event that the limited Company goes into liquidation or receivership.

We reserve the right to ask for money on account in respect of work to be conducted on your behalf. This may help to avoid delay in the progress of your case. When we put these payments towards your bill/s, we will send you a receipted bill. However, please note that your total charges and expenses may be greater than any advance payments.

Payment of Legal Costs

It is important that you understand that you are ultimately responsible for paying our bill/s on a monthly basis. We will discuss with you whether your charges and expenses might be paid by another person.

Commission

It is possible that, on occasions, we may earn commission as a result of introducing you as a Client to a third party. When such commission is earned, it is our policy to always disclose this fact to you, but on the understanding that we may (at our discretion) credit the commission against any fees, VAT or disbursements due from you to us.

Indemnity Insurance

Cheyney Goulding has professional indemnity cover in place in respect of the work done on your matter in the sum of £7,000,000. It is believed that that the cover is reasonable in respect of work undertaken on this matter and accordingly we do not accept any liability should you make a claim against this firm for work undertaken on your behalf on this file in excess of our insurance cover.

Confidentiality

Any information that you provide to us is treated as confidential. We do not disclose your information to anyone without your express consent, unless of course we have a legitimate reason to do so. Our duty of confidentiality continues after we have ceased to act for you.

Storage of papers and documents

If we cease acting for you for any reason before the conclusion of your case, we will hand over your case files to you as soon as possible upon request. However, this is subject to our right to keep the files until you have cleared all your outstanding dues.

At the conclusion of your case we will keep all files and documents relating to the same for the time as required by Statute at no cost to yourself. Thereafter they may be destroyed unless you have asked us to keep them in our possession.

If we retrieve papers or documents from storage in relation to continuing or new instructions to act in connection with your affairs, we will not normally charge for such retrieval. However, we may make a charge based on time spent producing stored papers or documents to you or another at your request. We may also charge for reading, correspondence or other work necessary to comply with the instructions given by you or on your behalf.

Complaints Procedure

Our policy is to offer all our Clients an efficient and effective service but we recognise that it is sometimes possible that a complaint may be made about the handling of a case. Internally we regard any expression of serious Client dissatisfaction as a complaint. If you have any queries or concerns about the service that we are providing, it is important that you immediately inform the client Care Partner in your case who is Mr Young. He will investigate the matter and implement our internal complaints procedure. A copy of this will be available to you on request, and he will notify you of his findings. If you are dissatisfied with these findings, then you will be given further information on how the matter can be referred to the Legal Complaints Service.

Termination

You may terminate your instructions to us in writing at any time but we will be entitled to keep all your papers and documents while there is money owing to us for our charges and expenses.

We may decide to stop acting for you only with good reason, for example, if you do not pay an interim bill or comply with our request for a payment on account. We must give you reasonable notice that we will stop acting for you.

If you or we decide that we will no longer act for you, you will pay our charges on an hourly basis and expenses as set out above.

We hope that by sending this letter we have addressed your immediate queries about the day-to-day handling of your work. This is an important document, please keep it in a safe place for future reference.

Wills

It is always a good idea to make a Will. Making a Will can achieve significant savings in tax and the costs of winding up one's estate, and you can make sure that your estate is distributed as you wish and not as provided for by the law of succession. Should you wish to make a Will please contact us and we will be pleased to help.

Yours faithfully

Cheyney Goulding