

GC Solicitors - Terms of Business

GC Solicitors is a Law Firm.

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GC Solicitors is an Alternative Business Structure (ABS) a licensed body, trading as a Partnership which is regulated by the Solicitors Regulation Authority (SRA). The firm's SRA number is 309492. The word 'partner' refers to any member of the partnership. All lawyers are subject to the rules and principles of professional conduct under the SRA Code of Conduct.

Nothing in this website constitutes legal advice. The information and opinions expressed on this website should not be relied on or used as a substitute for legal advice.

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Terms of Business

1. General

1.1 These Terms of Business together with any letter which we send you confirming your appointment of us and outlining your matter ('Client Care agreement'), and if applicable any funding agreement document, are herein referred to as the 'Terms' and the Terms constitute the contract between you and GC Solicitors. In the case of any inconsistent or incompatible provisions, the 'Client Care agreement' and funding agreement documentation take precedence.

1.2 In these Terms 'GC' or 'we' shall mean the law firm of GC Solicitors with its registered address at 27 Leys Avenue, Letchworth Garden City Hertfordshire SG6 3ED.

1.3 GC Solicitors is a licensed body and regulated by the Solicitors Regulation Authority ('SRA').

1.4 The expressions 'you' or 'your' refer to you, our client.

1.5 These Terms are subject to change from time to time and are updated on our website at www.gcsols.co.uk.

2. Provision of Advice

2.1 Our advice on any matter is confidential and is provided for your benefit alone and solely for the matter set out by us in the Client Care agreement. Save with our prior written consent it may not be relied upon for any other purpose or by any other person. Our duty of care is to you as our client and does not extend to any third party.

2.2 We are not responsible for advising (or not advising) on matters outside the scope of the Client Care agreement, or for advising on changes in the law after we have delivered our advice, or if you act or refrain from acting based on any draft advice before it has been finalised.

2.3 You are responsible for providing us in a timely manner with all instructions, information and documents that we require to advise you on your matter and to ensure that such information is, and remains, true and accurate in all material respects and is not misleading. Unless we agree otherwise, we will not check the accuracy or completeness of such information. You should not assume that information or documents which have previously been given to us on matters on which we have previously advised will be known to those instructed on a new matter.

2.4 If now, or at any time in the future, any matter upon which we act for you is the subject of contested proceedings, whether in the courts or other tribunals, you will almost certainly have to disclose documents, including electronic documents, relevant to the matter. You should ensure that you do not destroy or allow to be destroyed any documents that relate to such matter in any way as your position in such proceedings could be seriously compromised if you do so.

2.5 You are responsible for ensuring that you have all necessary rights to supply us with the information you provide and that our use of that information will not infringe the rights of any third party or result in a breach of any law, rule or regulation.

2.6 To enable us to continue to advise you on your matter effectively you are obliged to inform us, within 7 days, of any changes to your name, address, e-mail address or telephone number.

3. Duty of Confidentiality

3.1 Unless otherwise authorised by you, we will keep confidential any information which we acquire about you, unless it is information which is already in the public domain or which is already lawfully in our possession at the time it is communicated by you to us or we are required to disclose any such information:

3.2 To our auditors, external assessors, the Legal Aid Agency, other advisors or for the purposes of our professional indemnity insurance;

3.3 By law or other regulatory authority to which we are subject;

3.4 To any third party under the terms of an arrangement, authorised by you, regarding the funding of our charges and disbursements.

3.5 To any third party to assist in the recovery of costs from your opponent.

Any such disclosure shall of course be conducted in confidence.

3.6 Solicitors must not act where there is a conflict of interest and must have systems to identify conflicts. We will therefore need to share some of your information with GC Solicitors to ensure no conflict exists. Specific processes are in place to ensure such disclosure is conducted in strictest confidence.

3.7 We have attained the SQM quality standard of the Legal Aid Agency, because of which we are subject to periodic checks by outside assessors. This could mean that your file is selected for checking. All inspections are conducted in confidence.

3.8 If we engage other professional advisers to assist with a matter we will assume, unless you notify us otherwise, that we may disclose information to such other advisers as necessary.

3.9 We may from time to time outsource some of our services, but only when it is cost effective to do so e.g. word processing/typing. We will assume, unless you notify us otherwise, that we may disclose information to such outsourcing agents as necessary. All our outsourcing arrangements have confidentiality agreements in place.

3.10. You acknowledge that we owe a duty of confidentiality to all our clients and, as a precondition to us acting for you, you agree that we shall have no duty to disclose to you information that we may learn or have learnt while acting on behalf of another client.

3.11 Under the principle of legal professional privilege, solicitor/client communications may enjoy special protection from later disclosure in litigation or in other circumstances. Legal professional privilege can be lost, and our advice is that you, and anyone else involved in matters with us or where you may need our advice, should treat all information and communications relating to those matters as confidential and avoid circulating those communications more widely than is necessary. If you are in any doubt about this please ask us for advice.

4. Conflicts of Interest

4.1 We take conflict issues seriously. Our conflict procedures help us fulfil our professional obligation not to act for one client in a matter where there is an actual (or significant risk of a) conflict with the interests of another client for whom we are already acting. We have procedures in place to ensure that conflict checks are carried out on every matter as soon as practicable so that if an issue arises it can be discussed with you and dealt with as soon as possible. If at any time you become aware of an actual or potential conflict of interest, please raise it with us immediately.

5. Anti-Money Laundering Rules

5.1 In some areas of our work, to comply with the Money Laundering Regulations 2007 and the Proceeds of Crime Act 2002 (and any subsequent amendments) we are required to satisfy ourselves that we are not unwittingly involved in money laundering. The legislation is intended to provide a comprehensive system of client identification procedures, record keeping and mandatory reporting and provide a framework for our procedures.

5.2 To both satisfy our regulatory obligations and conduct our identification requirements, we will conduct a verification of your identity. This means we will request you to provide evidence of your identity and address. When acting for a company or other organisation we will require evidence that the person providing instructions has the necessary authority to do so. It is important that you forward any requested evidence promptly, as we will not be able to act for you if we cannot comply with these obligations. We will retain copies of any identity documentation for at least five years.

5.3 From time to time we may require you to provide evidence of the identity of other connected parties so that we may comply with our statutory obligations.

5.4 If we have reason to suspect that there is an attempt to launder money, or that you or any other party connected with you is involved in activities prescribed by the Proceeds of Crime Act 2002 (and any subsequent amendments), then we have a positive obligation to notify the National Crime Agency of our suspicions. You acknowledge, as a condition of these Terms, that this obligation will in certain circumstances override our duty of confidentiality. We may not be permitted to advise you if we have made or might intend to make such a report. If we were to do so we would ourselves be committing a criminal offence. In such circumstances we may cease acting for you, or be instructed to do so by the relevant authorities, and we may not be able to communicate the reason for ceasing to act.

6. Client Money

6.1 It is a condition of these terms that you pay money on account for costs to be incurred in the following weeks or months for both our fees and other disbursements. This does not apply if you accept our offer to work for you based on a Conditional Fee Agreement, subject to anything further which is set out in your Client Care agreement.

6.2 Money held by us for you, whether on account or otherwise, will be held in a separate client bank account and administered according to the SRA Accounts Rules. You may be entitled to interest, details of

which are available on request. To comply with our money laundering obligations, where a transaction does not complete we will repay monies held by us, for you, to you alone and not to any third party on your behalf.

6.3 As required by the SRA Accounts Rules, money held by us will be taken in payment or part payment of our bills within 14 days of the date of the bill, unless that money is held for any other purpose.

6.4 We do accept limited payments in cash. If you deposit cash direct with our bank we reserve the right to charge for any additional checks we deem necessary regarding the source of the funds.

6.5 Where we make payment of money to you it will usually be by cheque sent in the ordinary post or an electronic funds transfer e.g. via BACS.

Whichever payment method is used we do not accept any responsibility or liability for any losses arising in respect of any interception, appropriation, misuse or delay in receipt. You authorise us to send any cheque in the ordinary post and, on posting, property and risk in the cheque will pass to you. As a security measure Terms of Business and for your protection we ask that you tell us your bank account number in addition to the account name for inclusion in any cheque. Money received in respect of compensation, will only be paid to you. We are not permitted to make a payment to another person on your behalf.

6.6 You may be asked to disclose the details of the source of any funds paid to us and failure to do so may lead to us being unable to continue to act for you or a delay in us completing the work.

7. Professional Charges, Expenses and Disbursements

7.1 Save for where we have agreed a fixed fee, our basic charges are normally based on the time spent dealing with a matter. Time is recorded and charged based on 6-minute units. Other factors may also be considered in accordance with Solicitors' Regulation Authority (SRA) requirements, for example, complexity, value, importance to the client and urgency. We may increase our rates if, for example, the matter becomes more complex than expected. Where appropriate and cost effective to do so, work may be carried out by a suitable qualified fee earner, subject to supervision, who is not a solicitor.

7.2 Our hourly rates are set out in your Client Care agreement or Funding Agreement Documentation and vary according to the level of seniority and expertise of each fee earner. VAT will be added where applicable. Our rates are reviewed from time to time and if they alter you will be notified of any increases.

7.3 Where we have provided an estimate of our likely charges and expenses we will keep that estimate updated and will inform you if any unforeseen additional work becomes necessary and before any additional expenses are incurred (for example, due to unexpected difficulties or if your requirements or the circumstances significantly change). However, we cannot provide a guarantee that the final cost will not be greater than the estimate.

7.4 If you receive provisional damages, we are entitled to retain monies in payment of our basic charges, our expenses or disbursements, the success fee and the ATE Insurance Premium.

7.5 Disbursements are charges paid to external providers on your behalf and may include (although not an exhaustive list) the fees charged by Counsel and other experts, including medical experts, travel, couriers, court fees, search fees and stamp duty land tax. These items are charged at cost to you with VAT added where applicable.

7.6 By instructing us, you are authorising us to incur such charges and disbursements as we consider reasonable and necessary. We do not propose to seek your authority before incurring each disbursement. In some circumstances we may ask you to pay our charges and expenses before we commence work.

7.7 As referred to above Disbursements include additional costs or fees which are not related specifically to this firm's fees for the work undertaken on your behalf. Primarily this would relate to an instruction of a Barrister (Counsel) on your behalf or the instruction of an Expert in your case. Other disbursements may

include (but are not limited to), court fees, process server fees, fees for medical records, travel and parking costs, excess photocopying or colour photocopying, courier fees etc.

7.8 If a Barrister (other than in Personal injury cases or where acting under a Conditional Fee Agreement) is instructed in your matter for advice or to represent you at a hearing we will aim to provide you with 3 quotes for their fees. This is subject to time available prior to any hearing. A barrister's fee will vary depending on their experience (Year of Call). If a hearing is listed at short notice there may be a limited choice of Barristers with varying experience/costs. We will aim to negotiate the best possible price on your behalf and send to you the available Barrister's profiles and quotes so that you can make a choice on which Barrister to instruct, again if time permits this.

Once a Barrister is agreed we require payment of those fees a minimum of 5 working days prior to that hearing. If cleared funds for this amount are not paid by this time then the Barrister will not be briefed and instructed. We will notify the Court that you will be representing yourself in person.

In addition to your Barristers fees being paid we will also require that your account with us is up to date and we are in cleared funds so that we are able to fully prepare your case and brief your Barrister accordingly. You will be provided with an up to date bill of our costs and an invoice of what is required to ensure all our costs are met and your account is in credit to undertake work on your behalf. In the event the matter concludes and your account remains in credit then this will be reimbursed to you.

7.9 If an expert is instructed in your case this will be either privately at your expense such as Counsel being instructed as above or would have usually been directed by the Court. If your matter is publicly funded (Legal Aid) then we are governed by strict guidelines set by the Legal Aid Agency. These can be found at:

<https://www.gov.uk/guidance/expert-witnesses-in-legal-aid-cases>

https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/420106/expert-witnesses-fees-guidance.pdf

We cannot deviate from the fees prescribed for such experts without prior authority from the Legal Aid Agency (LAA). Any instruction of an Expert will include the terms and conditions of that instruction in the letter of instruction and this is also referred to. If your matter is funded privately and the instruction of an expert has been agreed or ordered by the Court, this could include for example but not limited to; Psychologist, Psychiatrist, other medical expert. A DNA test, Drug or alcohol testing, an Actuaries report etc. This firm will not be liable for the expert fee and as above with regard to the instruction of a Barrister we will require your share of that expert cost to be paid in advance of its instruction, with cleared funds in our account before that expert is instructed. In certain circumstances we will pay the experts fee on your behalf in the first instance and will make it clear if this applies to you.

8. Part 36 offers

8.1 Part 36 offers: If your opponent makes what is known as a Part 36 offer to settle we may advise you to reject that offer and continue to pursue a higher award. If your claim for damages goes ahead to trial where you recover less than that offer or payment, then we will not seek to recover our success fee or shortfall in fees related to the work done after expiry of the offer period. At the same time, you may also be responsible from that point for your opponent's costs although those costs will be offset against the damages and interest your opponents are ordered to pay you. The damages awarded in the Part 36 offer may be protected subject to the terms of any After the Event insurance policy (ATE).

9. Payment

9.1 We may issue interim bills during your matter and a final bill will be sent to you at the conclusion of your matter. Our bills should be paid within 14 days of issue (unless otherwise stated) and if payment is not made we reserve the right to suspend acting for you until full payment is received or decline to act for you further. If we cease acting for you we will render a final bill for any work carried out to that point.

9.2. If a bill remains unpaid for one month after the date of the bill, we reserve the right to charge interest daily until payment is made.

9.3 If you are an individual or business purchasing our services the daily interest rate will be charged at a rate equal to 8% above the Bank of England base.

9.4 We will also be entitled to retain property belonging to you, together with our own papers relating to the matter, until all sums outstanding to us are paid.

9.5 We may require payment of sums on account of anticipated fees or disbursements. When we put these payments towards your bill we will send you a receipted bill. We will offset any payments on account against your final bill, but your total charges and expenses may be greater than any advanced payments. We may use any final or interim damages recovered on your behalf as payment in full or in part of any disbursements we have paid. We reserve the right to charge interest on any disbursements we pay on your behalf.

9.6 To comply with our money laundering obligations, other than the usual charges incurred in connection with a matter, we will not pay any sums to a third party on your behalf, whether from damages recovered for you or funds provided by you. You will be responsible for making any such payments yourself.

9.7 We may send you interim bills with a statement of account detailing every bill which remains unpaid. You may also be contacted by our credit control team in relation to any unpaid bills which are older than 15 days.

9.8 We reserve the right to recover our costs incurred because of you not complying with our payment terms. These include charges for preparing and sending you reminder letters and the expense we incur in tracing you and enforcing our terms whether through the courts or not. These terms entitle us to recover from you any shortfall in costs arising following an assessment by the court.

9.9 We will send you a bill for our charges and expenses. Any query on a bill must be raised within 14 days of delivery and you should still promptly pay all other elements of the bill. In the event of non-payment within thirty days of issue, we will be entitled to charge interest on the amount outstanding at a rate of 8% per annum above the base rate.

10. Complaints

10.1 We are authorised and regulated by the Solicitors Regulation Authority ('SRA') and are expected to observe the SRA Code of Conduct 2011 which can be found at www.sra.org.uk. We endeavour to provide a high-quality service in all respects. However, if you have any queries or concerns, including any queries on costs or bills, or are simply dissatisfied with any part of our service, please let us know. In the first instance please contact either the person dealing with your matter, who will immediately inform their supervisor, and/or their supervisor directly. We have a comprehensive complaints procedure which is available on request or on our website.

10.2 We have eight weeks to consider your complaint. If for any reason we are unable to resolve a problem between us regarding the delivery of legal services or your bill within this time, you may have the right to complain to the Legal Ombudsman.

10.3 In the unfortunate event that we have not been able to resolve your concerns, including billing issues, within an 8 week period, you may contact the Legal Ombudsman:

By email at

enquiries@legalombudsman.org.uk

By phone on 0300 555 0333, or

By post at: Legal Ombudsman, PO Box 6806,

Wolverhampton, WV1 9WJ

10.4 The Legal Ombudsman's objective is, in the first instance, to reconcile complaints and to assist clients and their solicitors to come to a mutual understanding. Referrals to the Legal Ombudsman should be made. Within six (6) years from the date of act/omission, or three (3) years from when the complainant should reasonably have known there was cause for complaint (if the act took place more than six (6) years ago), and within six (6) months of the complainant receiving a final response from their lawyer.

These time limits also apply for referrals to the Financial Ombudsman.

10.5 You should be aware that the Legal Ombudsman may not consider a complaint about a bill if you have applied to the court for such an assessment. For further guidance about how to make a complaint, visit: www.legalombudsman.org.uk

11. Termination and Notice of the Right to Cancel

11.1 You may terminate our instructions in writing at any time by writing to the person dealing with your matter but we will be entitled to keep all your papers and documents while there is money owing to us for our costs.

11.2 We may decide to stop acting for you only with good reason, for example, if you do not pay a bill, if you provide us with misleading information, or if you act in an abusive or offensive manner. We will give you reasonable notice in any situation where we will be ceasing to act for you.

11.3 If you, or we, decide that we will no longer act for you, we will charge you for the work we have done and, where appropriate, will charge fees and disbursements incurred in transferring the matter to another adviser if you so request. Please note that we will not (to the extent permitted by the applicable rules of professional conduct) release your papers or property to you or any third party until you have paid all outstanding charges.

11.4 Should you decide to cancel your instructions with us and your matter is funded by legal aid then we have a duty to make you aware that there would be potential difficulties in re-applying for legal aid for the same issue if the contract is terminated.

11.5 Notice of the right to Cancel - If you have not attended our offices in person and have instead been visited in your home or place of work by a solicitor or agent on our behalf, and have entered into an agreement for our services, then you may cancel that agreement within 14 days from the date of first instructing us, without any charge being made by us. You must give us notice in writing, either by post or electronically. The notice of cancellation will be deemed as having been served on us as soon as it has been posted, or sent electronically. Please note that if you agree in writing that we should undertake work on your behalf before the end of the cancellation period, then even if you cancel your agreement with us you may still be required to pay for services supplied before the cancellation date.

11.6 If you have instructed us using a form of 'distance communication' such as telephone or email then you may withdraw your instructions within 14 days Terms of Business from first instructing us without any charge being made by us. You must give us notice in writing, either by post or electronically. The notice of cancellation will be deemed as having been served on us as soon as it has been posted, or sent electronically. Please note that your right to cancel does not apply if we undertake work on your behalf, with your prior consent, within the 14-day period.

12. Limitation of Liability

12.1 All correspondence and other communications sent to you in the performance of our services shall for all purposes be assumed to have been sent on behalf of GC Solicitors. Any liability arising out of these Terms, or otherwise arising out of or related to the performance of our services, shall be a liability of GC

Solicitors and not of an employee, member or consultant of GC Solicitors. Accordingly, you agree that by engaging us you will not bring any claim arising out of or in connection with our engagement personally against any individual employee, member or consultant of GC Solicitors. This restriction will not operate to limit or exclude the liability of GC Solicitors.

12.2 We may retain, for our subsequent use, a copy of the advice or opinion of any barrister or other third party obtained in the course of providing the services. If we retain a copy of any such advice or opinion we will take all reasonable steps to conceal information which might reasonably enable you to be identified.

13. Storage of Papers and Documents

13.1 We normally keep our file of papers (except for any of your papers that you ask to be returned to you) for at least six years, but we reserve the right to destroy a file at any time. We keep the file on

the understanding that we have the authority to destroy it six years after the date of the final bill we send you for the matter. We will not destroy documents you ask us to deposit in safe custody, but we may send them to you for your retention.

13.2 If you request the return of your file or its transfer to a third party at any time within five years of completion of your matter then, in order to ensure our compliance with the money laundering legislation, we may make and retain a copy of your file. Upon such a request we may charge for time spent retrieving or delivering papers and documents and for any reading, copying, correspondence or other work necessary to comply with your request.

14. Data Protection and Electronic Communication

14.1 We comply with the requirements of the Data Protection Act 1998 (and any subsequent amendments). Please note that if we instruct an expert to work with us on your case, such as a barrister or other expert, we will need to send them details of your case and copies of your case papers, including personal records or reports.

14.2 You have the right to access information we hold about you. In the first instance, please contact the person dealing with your case if you wish to make an access request, if you would like to update or amend the information we hold about you or if you have any other queries about our data protection policy.

14.3 We may conduct some or all of our communication and send documents, including bills, by email. However, email is not fully secure, may be intercepted by third parties, and may not always reach its intended recipient. Where necessary, you should follow up all important communications with a phone call, fax or printed copy by post. If you do not wish us to use email please let us know.

14.4 We shall use reasonable endeavours to ensure that emails we send are free from viruses and any other materials that may cause harm to any computer system. You undertake to act likewise with any email you send to us. We may monitor emails to investigate unauthorised use of our email system, or for any other purpose permitted by law. As a result, we may collect personal information about the senders and/or recipients of the email or which is contained in the email.

14.5 We may use the personal information that you provide us, or which we obtain through our Dealings with you, for the provision of our services to you and for related purposes such as administration, billing and record keeping and to inform you of our services and events that we think may be of interest to you.

14.6 If you are responsible for your fees, we may need to conduct a search with credit reference and fraud prevention agencies who may consult the electoral roll. These agencies will provide us with personal data and may make a record of this search. By instructing us you consent to us undertaking this search and authorise such agencies to disclose such information to us. If you do not wish us to do this you must let us know in writing.

15. Professional Indemnity Insurance

15.1 We maintain professional indemnity insurance in accordance with the requirements of the Solicitors Regulation Authority.

15.2 GC Solicitors is authorised and regulated by the Solicitors' Regulation Authority ('SRA'). The SRA is the independent regulatory body of the Law Society of England and Wales, and operates within the regulatory framework of the Legal Services Act 2007 (and any subsequent amendments).

16. Rights of Third Parties

16.1 Nothing in these Terms confers any rights on any person pursuant to the Contracts (Rights of Third Parties) Act 1999 (and any subsequent amendments) and we shall not be liable to any third party for any advice or service we provide to you unless otherwise agreed in writing by a member. We may vary these Terms without the consent of any third party.

17 Severability and Good Faith

17.1 If any part of these Terms is held to be illegal, invalid or otherwise unenforceable then that provision shall, to the extent necessary, be severed and shall be ineffective but the remaining terms will continue in force and effect.

18. Non-Waiver

18.1 Any failure by GC Solicitors to insist upon strict performance of any of the Terms, or any failure or delay by GC Solicitors to exercise any rights or remedies whether under the Terms and/or at law or otherwise, shall not be deemed a waiver of any right of GC Solicitors to insist upon the strict performance of the Terms or of any of its rights or remedies as to any default under the Terms.

19. Electronic Communications

19.1 You warrant that any electronic signature or written signature you provide to enter into these Terms of Business, the Client Care agreement and/or any funding agreement documentation is authentic to you and confirms the authenticity of both your signature and these Terms. Your signature is how you consent to these Terms. You also agree that at our request you will co-operate with us by providing such certification as we may ask to verify the authenticity of your electronic signature, signature or the Terms and your consent.

20. Governing Law and Jurisdiction

20.1 These Terms and any dispute between us shall be governed by, and construed in accordance with, the laws of England and Wales and shall be subject to the exclusive jurisdiction of the English Courts.

21. Equality and Diversity Policy

Our commitment

The Firm is committed to eliminating discrimination and promoting equality and diversity in our own policies, practices and procedures and in those areas in which we have influence. This applies to our dealings with members of the Firm (which in this policy shall include the Firm's employees, partners and any self-employed person engaged by the Firm) and other solicitors, barristers, clients and third parties.

In implementing its equality and diversity policy, the Firm will comply with The Solicitors Regulation Authority Handbook, the Equality Act 2010 and with current and any future anti-discrimination legislation and associated codes of practice and any relevant amendments or re-enactments of such legislation and any relevant amendment to such codes or further codes of practice.

Complaints of discrimination

The Firm will treat seriously and will act where appropriate concerning all complaints of breaches of this policy made by members of the Firm, clients, barristers or other third parties. All complaints will be investigated in accordance with the Firm's grievance, disciplinary and/or complaints procedures and the complainant will be informed of the outcome.

Standard Terms & Conditions for Provision of Medico-Legal or other Expert Services

These are the terms and conditions under which you are instructed to undertake medico-legal or as an expert working on behalf of GC Solicitors reporting to the Court- who will be working for their client on a 'No Win No Fee' arrangement (commonly known as a Conditional Fee Agreement) and therefore your fees will may be met on conclusion on the case, if so agreed.

This is whether in the case of a single or joint instruction from both sides. In the case of joint instructions, both sides are jointly and severally liable for payment of your fees and the signature can be from the side that is instructing you. It should be borne in mind that GC Solicitors do not receive payment on account and ordinarily payment will be made on conclusion of the case. Notwithstanding these terms and conditions below, such payment is made on condition that your fees will be subject to court scrutiny if those fees are under a detailed assessment (assessment of your costs by the court process), and you agree to abide by the court's assessment. This applies irrespective of whether we have signed any experts Terms and Conditions which states different hourly rates or that detailed assessment or "Taxation" of the expert's fees is not applicable. This is because it is incompatible to say you are a Court appointed expert, (in cases that have been issued) but then not subject to the Courts powers to properly assess whether your fees are reasonable or justified. These Terms and Conditions take precedent over any signed Terms of any Expert.

The following rules apply notwithstanding the above standard terms and conditions:-

1. Confidential Information

You agree to treat all information supplied to you by GC Solicitors as confidential and you should not disclose or otherwise use such information except for the purposes of this specific litigation to which it relates and without obtaining the written consent of GC Solicitors before disclosing such evidence.

2. Medical Records

2.1 Unless this is a case where practice rules dictate no medical records be obtained, GC Solicitors will supply you with medical records to include all relevant hard or soft copy medical records and radiographs relating to our client, the claimant, before his or her appointment with you.

2.2 The medical records we send you will be high quality photocopies or originals.

2.3 You will retain all the medical records for a period of 2 years from the date of instruction and after that you must seek our written consent before you destroy any files or alternatively our letter of instruction will say whether we want the records returned with your medical report.

3. Appointment

The appointment with the claimant will be arranged once all the medical records and radiographs have been received in accordance with Clause 2. In addition, there will be exceptional circumstances where the report may be required urgently, in which case you will agree to arrange an appointment without the medical records to hand but we will undertake to provide these to you as soon as is reasonably practicable. You will send appointment details to the claimant specifying the next available date on which you can see him or her following any rearrangement of the appointment and this will be copied to GC Solicitors for information purposes.

4. Preparation of Reports

4.1 Where all medical records and radiographs have been obtained in accordance with Clause 2 and it is clear that no further investigations into the claimant's condition are required, then your medico-legal report will be despatched to GC Solicitors within three weeks of the appointment date.

4.2 If it becomes clear at the appointment that any medical records and/or radiographs have not been fully supplied or that further investigations into the claimant's condition are required, then you must request GC Solicitors to obtain any such medical records and/or radiographs and arrange any further investigations before you are required to complete the report. Once any outstanding records and/or radiographs have been obtained and any necessary further investigations undertaken then your medico-legal report will be despatched within six weeks of the date of further medical records being received which deal with all outstanding matters.

4.3 It is your responsibility to carefully check the instructions that you have been provided with to ensure that you comply with those instructions and that you deal with all matters that have been provided in those instructions. GC Solicitors will not be liable for the costs of any additional work undertaken by you just to comply with the original detailed letter of instruction. Furthermore, any errors or omissions which are clearly down to factual or typographical errors or where the report does not deal with the issues raised in the letter of instruction will be dealt with without further costs to GC Solicitors. No additional costs will be incurred at any time without reference to GC Solicitors.

5. Further Investigations

5.1 If, at the time of your initial appointment, you believe there are any further standard (plain) radiographs required in order to prepare your report, then you need the prior permission of GC Solicitors before doing the same or we will have agreed a standard rate for which those radiographs can be paid for in advance and will be undertaken on the same day. In those circumstances GC Solicitors will be responsible for the prompt payment of the relevant fee which shall be invoiced directly by the radiologist to GC Solicitors. Under no circumstances are fees to be incurred without prior permission or agreement with GC Solicitors.

5.2 Where any further investigations that are deemed complex are required (which include computer tomography, magnetic resonance imaging, nerve conduction studies etc.) then such investigations cannot be undertaken until you have first obtained written approval from GC Solicitors with a full explanation of the cost. In order to help GC Solicitors decide whether to proceed with such investigations, we will require from you in writing reasons as to why they are required and in all circumstances a clear estimate of their likely cost.

6. Fees

6.1 Your basic fee for the preparation of a medico-legal report, to include interview and examination of the client, is not to exceed a rate agreed or in absence of an agreed rate a fixed fee of £500. This fee will include any office administrative charges, word processing and the first 2¾ hours of your professional time. There will be no additional fees such as management file fees, which are included in the inclusive costs above. Any hourly rate in respect of further work charged by the consultant be at a rate agreed (the "Hourly Rate"). These will be the rates that we consider are reasonable and are likely to be recoverable in the court process.

6.2 Conferences with Counsel including any travelling time thereto will be charged at no more than the Hourly Rate but travelling costs will be charged at one half of the Hourly Rate. In addition the consultant will be responsible for travelling or other expenses incurred at the time but reasonable disbursements will be recovered. The test of reasonableness is at the discretion of GC Solicitors. If a conference is to take place at the barrister chambers with video conferencing facilities, then the cost of the preparation or the conference shall not exceed the above hourly rate.

7. Assessment

As between us, any fees due to the consultant, in accordance with Clause 6, shall be always subject to assessment by the court and therefore, it is always the responsibility of the consultant to ensure where possible that his fees are no higher than could reasonably be incurred for the purposes of the litigation being undertaken and in the case that his fees are higher, he will agree to reduce his fees to that as assessed by the court. Conversely, where the court fully grants his fees or commission additional work which may be outside of this agreement, if there is prior agreement then those fees will be met in addition.

8. Communication

Our office is equipped with a fax machine and e-mail and all communications will be answered within any working day or as soon as is reasonably practicable. It is agreed that you will agree to undertake instructions by e-mail if necessary and that under no circumstances will you accept instructions from the claimant directly other than instructed through GC Solicitors. The only exception to this is where the claimant needs to confirm or cancel their appointment with the consultant and subsequent rearrangement of any new appointment.

You agree to these terms and conditions in accepting instructions from GC Solicitors