



Molesworths Bright Clegg

Terms of business

This document sets out the terms under which we, Molesworths Bright Clegg, provide professional services to you. These terms will apply to all work we do for you now and in the future, unless you and we agree otherwise in writing.

Part 1

1 Offices and hours of business

Our offices are located at the following addresses.

Octagon House	66 Church Street
25/27 Yorkshire Street	Littleborough
Rochdale	Lancashire
Lancashire	OL15 8AU
OL16 1RH	

Our normal opening hours are as follows.

Rochdale office – 8.30 am to 5.30 pm, Monday to Friday.

Littleborough office – 9 am to 5 pm, Monday to Friday.

However, not all of our staff work all of these hours.

2 Responsibility for your work

- a We are confident that we will offer you a friendly and efficient service. The person mainly responsible for your work is named in the accompanying letter. We try to avoid changing the people you will deal with but, if this cannot be avoided, we will let you know who will be handling your work.
- b We value your business and hope that you do not have any reason to be unhappy with us. However, if you have any concerns about the way we are working for you, please tell the member of staff responsible for your work. If you cannot settle the matter with him or her, please send written details to our Managing Partner.

3 Limit of our liability

- a We aim to avoid making any mistakes and to provide the highest standards of service. However, if we:
- break any of these terms;
 - are negligent;
 - do not meet our responsibilities to you; or
 - are at fault in any other way in connection with our agreement to act for you;
- then our liability will be limited to £10 million in total.
- b This limit does not apply to any liability which:
- we have for death or personal injury;
 - by law, cannot be limited; or
 - arises as a result of our fraud.

4 Fees

- a We will charge you a fee for all work we do for you.
- b You are ultimately responsible for paying our fees, even if someone else has agreed, or been ordered by a court, to pay part or all of our fees. If you and anyone else instruct us to act for you jointly, we may recover our fees from any one of you.
- c If we receive any money intended for you, we will hold back enough money to pay:
- the full amount of our fees so far; and
 - an appropriate amount to cover the fees for any further work we need to do;
- including expenses and VAT.
- d We base our fees mainly on the time we spend working for you, which will be charged at the appropriate member of staff's hourly rate.
- e We are entitled to charge you for all of the time we spend on your work. This includes the time we spend:
- in (and preparing for) any meetings with you (and perhaps others);
 - considering, preparing, working on and dealing with papers and correspondence;
 - making and receiving phone calls; and
 - travelling and waiting.
- f When we work out our fees, these are usually based on the time we have spent

on your work. However, we may also take account of a number of factors including:

- how complex the work is;
- how urgently we needed to act;
- the expertise or specialist knowledge needed to deal with your work; and
- the value of the asset or matter involved.

- g The accompanying letter sets out the hourly rate of the member (or members) of staff dealing with your work.
- h If we are representing you in a court case, we can charge our usual fees even if they are more than the amount the court orders your opponent to pay.
- i We can charge more than our hourly rate for work we do outside our normal office hours.
- j We regularly review our hourly rates and take account of changes in salary and other costs of running our business. If we change our hourly rates while we are working for you, we will give you details in writing.
- k You must pay our fees regardless of whether or not the outcome you get is successful. If your work cannot be completed for any reason, we can charge for all work we have done and the expenses that have arisen.
- l We will add VAT to our invoice at the rate that applies at the time.
- m We offer a facility where we pay any expenses (called 'disbursements') on your behalf. We may ask you to pay us any interest on those expenses that we have to pay our bank. The interest you would have to pay would normally be 1% above the bank's base rate. We will also charge you a one-off administration fee of £20 including VAT for this facility.

5 Interest earned on money we are holding for you

If we hold any money for you, we will pay you any interest over £20 which that money earns under the current Solicitors' Accounts (Deposit Interest) Rules, unless you instruct us otherwise.

6 Storing papers and deeds

- a When we have finished dealing with a matter for you, we will keep your file of papers for any period, and in any way, we think appropriate. If you need us to keep any papers for a specific period, you must ask us in writing. We may refuse your request or, if we agree, we may ask you to take them back at any time. (This provision does not apply to current deeds, wills and securities.)

- b We provide a service to keep your wills, deeds and other securities safe. We can charge you a fee for us storing those things and returning them to you.

7 Method of payment

- a You can pay up to £250 in cash, any amount by cheque or banker's draft made payable to 'Molesworths Bright Clegg', or any amount by electronic transfer from your bank or building society. You can also pay for some of our services by certain debit cards and credit cards. If you want to pay in this way, please tell the person who is responsible for your work.
- b You might find it convenient to make regular advance payments towards our fees by standing order. If you want to pay in this way, please tell the person who is responsible for your work.
- c Because of the Money Laundering Regulations, unless the person dealing with your work is satisfied with where the money came from, we are not prepared to accept more than £250.00 cash.
- d You must pay all our fees in pounds sterling.

8 Payment of fees

- a We may send out invoices at regular intervals (usually every month) for the work we have already carried out. This will help you to budget for costs as the work progresses.
- b If you do not pay us any amount we have asked for, we can refuse to do any more work for you. We will then send you a final bill for all work we have done so far.
- c If you do not pay any bill within 30 days from its date, we can charge interest on the amount you owe at the rate of up to 15% a year.
- d If we are dealing with the estate of someone who has died, we may decide not to send you an invoice until we have received the 'grant of representation' (the certificate saying who is entitled to manage the estate). We will send you our final bill when we send you the estate accounts for you to approve.
- e If we are helping you to buy or sell a property, we may send you our final bill when:
- you sign the contract to buy or sell the property; or
 - the sale or purchase is completed.

9 Instructions given other than in person

- a If you do not give us your instructions at a face-to-face meeting, you will generally

have the right to cancel those instructions (without having to pay any fees) within seven working days of the date we receive your instructions. You would normally be able to cancel your instructions by delivering, posting or faxing a note to our offices.

- b You may not cancel your instructions once we have started to work for you, with your permission. By signing and returning these terms you are agreeing that you want us to start work straightaway without waiting seven days.
- c You agree that we may take longer than 30 days to complete the work which you have asked us to do.

10 Proof of identity

We must follow the Money Laundering Regulations 1993. This means that we may ask you to give us evidence of your identity (such as a passport or photo driving licence) before we can start working for you. If you are a company, we will need a copy of your latest accounts, a copy of your certificate of incorporation, and the names and addresses of your directors.

11 Ending your instructions to us

- a There may be circumstances when you want us to stop acting for you (for example, if you cannot give clear or proper instructions on how you want to proceed, or if you disagree with how we are carrying out your work). In these circumstances, you may end your instructions to us at any time by writing to us. However, we can keep all your papers and documents while you owe us money for our fees and expenses.
- b We may decide to stop acting for you if we have good reason (for example, if you do not pay an invoice or any amount we ask for in advance). If we are going to stop acting for you, we must give you reasonable notice.
- c If you or we decide to end the work, you will still have to pay all our fees and expenses up to that date.

12 Future instructions

Unless you and we agree otherwise, these terms will apply to any further instructions you may give us. However, we will charge the hourly rates that apply at that time.

Part 2

13 Conditional fee agreements

Our fees may be covered by a ‘conditional fee agreement’ (commonly known as a ‘no-win no-fee’ arrangement). If this applies to you, the person responsible for your work will give you the terms of the conditional fee agreement and explain them to you. If the terms in this document do not agree with the terms of your conditional fee agreement, the terms of the conditional fee agreement will apply.

14 Personal guarantee (companies only)

- a If these terms apply to work we do for your company, by signing this document on behalf of your company you are guaranteeing that the company will pay all our fees and expenses.
- b As well as your company being responsible for paying our fees and expenses, anyone signing this document will also be personally liable, and we can recover our fees and expenses from all or any of them if the company fails to pay us.

15 Public funding

- a We will give you more information about public funding (previously called Legal Aid) before and when you apply for any.
- b If you manage to recover or keep any money or property, under the rules of the Legal Services Commission (previously known as the Legal Aid Board) you will have to pay all or part of your legal fees (if those fees are not recovered from your opponent).
- c While you have the benefit of public funding, if you change address, or your financial circumstances change, you must tell the Legal Services Commission immediately. If you do not, you may lose your right to receive public funding.
- d If you lose your right to receive public funding, you may have to pay any costs which arose while you had the benefit of public funding.
- e If hourly rates set by law apply while you have the benefit of public funding, and a court orders someone else to pay your costs, under these terms you authorise us to take (at our expense) any reasonable action necessary to recover any difference between the costs the other person is ordered to pay and the amount of public funding which we have to repay to the Legal Services Commission.

16 Costs recovered from other people

- a In some court cases, the court may order some other person involved to pay your

costs. However, it is rare for the other person to pay the full amount of your costs. If your opponent is receiving public funding, you are not likely to recover any costs at all. In either case, you will have to pay any shortfall.

- b If a court orders your opponent to pay your costs, you can claim interest on those costs from the date the court made the order for costs. If you paid any expenses or fees to us in advance, we will refund the amount you paid, but we will not pay you any interest.
- c We will charge you for work we do to recover any fees and expenses which the court has ordered another person to pay.
- d In some circumstances the court may order you to pay your opponent's legal fees and expenses. You will have to pay those amounts as well as our fees and expenses. We will tell you whether our fees and expenses, and your liability for your opponent's fees and expenses, could be covered by insurance.

17 Insurance

We are not authorised by the Financial Services Authority. However, we are on the register maintained by the Financial Services Authority so that we can carry on insurance services, (advising on, selling and managing insurance contracts). This part of our business, including arrangements for handling complaints and solving problems, is regulated by the Law Society. You can view the register on the Financial Services Authority's website at www.fsa.gov.uk/register.

Part 3

18 Signature

Please sign below to confirm that you have received these terms and the accompanying letter.

Your signature:..... Date:

1st client's full name (please print):

Your signature:..... Date:

2nd client's (if any) full name (please print):

Your signature:..... Date:

3rd client's (if any) full name (please print):

Send the signed copy of these terms to us at:

Molesworths Bright Clegg
Solicitors
Octagon House
25-27 Yorkshire Street
Rochdale
OL16 1RH.

Document1

