

### Methods of Payment

You will want to make provision for payment of your fees. In a straight forward matter invoices are to be paid within 14 days of receipt, after which interest will be added at 10% per annum. However, in matters which can take a long time, it may be appropriate to make stage payments or in some cases to retain an advance payment against future fees. Where it is anticipated that payment will have to be made to third parties, we will try to assess when they may become due, and advise you accordingly.

### Proceeds of Crime Act

This Act provided that it is an offence to enter into a financial transaction if you are aware that the income, capital or property involved represents the proceeds of crime.

Under the terms of the Act we are obliged to report any knowledge or suspicion that we may have of the existence of the proceeds of crime to the National Crime Intelligence Service – NCIS.

NCIS will then either permit us to continue with the case or not at their discretion, and even if they give permission to continue with the case they can pass any information they have to a relevant body eg the Inland Revenue.

The obligations that we have under the Act can in certain circumstances override the duty of solicitor / client confidentiality and so in certain circumstances we may have to make such a report without telling you that we have done so.

We reserve the right to charge for any work that we may do in addressing issues that arise from the Act, in the same manner as other work we undertake in relation to your case.

### Staff Responsible

Your matter will be dealt with on a day to day basis by:

To be advised

Position : Partner / Assistant

The partner with overall responsibility is: Irene Chenery

Our reference : To be advised

### Complaints

If you have any complaints, please refer them to our Practice Manager, Mr Bev Turner.

### Costs Information

I have estimated your likely costs to be:-

As per the quote given via the web

If there is to be any increase we will let you know immediately.

### Agreement

Please contact us immediately if you do not wish to proceed on the basis outlined in this pamphlet

CHENERY MAHER  
SOLICITORS

# A Client's Guide to Costs & Procedures

Study House, 21 Church Street  
Clitheroe, Lancashire, BB7 2DF

Tel : 01200 422264

Fax : 01200 428986

Email : [mail@chenerymaher.co.uk](mailto:mail@chenerymaher.co.uk)

### **Client Care**

Good relationships are based upon ease of contact and good communication. We aim to achieve both in our dealings with you.

---

### **Good Communications**

Having taken your instructions we will first advise you of the questions of law and fact which are involved, the options available for handling the matter and what the first steps will be. We will also try to give you an idea of the timescale involved.

As the matter progresses you will find that we continue to keep you regularly informed as to the progress and subsequent stages. Where important documents etc may be concerned, we explain any particular significance they may have. Should delays occur we will advise you of the cause and any effect they may have on the overall timescale.

Sometimes it may be necessary to transfer work within the practice and should this be required we would immediately inform you of the new person acting and the reason for the change. Should the matter involve a court hearing we will give you as much advance notice as possible and the name of the person who will be representing you. When the matter is concluded you will be advised of any continuing consequences which may arise. The relevant papers/property involved will either be returned to you or held for your instructions and a full account rendered of any funds we may hold.

---

### **Costs**

While good communications are vital to us when handling your legal matters, it is also important that you are clear about the costs that may be involved and how they are calculated.

### **Calculating Costs**

In some cases we may be able to give you a fixed fee or one that may be subject only to increase in certain circumstances. It may be based on an hourly rate, a percentage of the value of the transaction or number of other options. Please note that our charge rate is based upon the cost of operating this practice, and only a small proportion represents the fee earners income or earnings.

---

### **Estimating Overall Costs**

It is not always possible to estimate the costs of matters in advance. In these instances you may set a limit on the costs to be incurred without your further approval. In lengthy cases we would inform you at least every 6 months of the approximate costs to date.

---

### **Notification of Costs**

Where appropriate you will find that we notify you of both the basis of costs and an estimate of overall costs. Where the matter requires a more detailed or variable formula our agreed terms will be confirmed in writing, and we will charge on the basis of the agreed charging method for any work carried out.

### **Abortive Costs**

While we will always attempt to finalise your matter there may be occasions when this is not possible. Should your matter not proceed to a conclusion for whatever reason we reserve the right to charge abortive costs based on the agreed charging method and pro-rata to the amount of work undertaken.

---

### **Good Contacts**

You will want to know who is handling your business on a day to day basis and their position in the firm, who has overall responsibility and who to contact in case of a problem which has not been satisfactorily resolved by the person handling your matter. You will find the relevant names given in this leaflet.

---

### **Investment Advice**

This firm is not authorised under the Financial Services and Markets Act 2000, but we are able in certain circumstances to offer a limited range of investment services to clients because we are members of the Law Society. We can provide these investment services if they are an incidental part of the professional services we have been engaged to provide.