

TALBOTS FOOTBALL TRIVIA

Thanks to the on-going credit crunch, West Ham United now find themselves without a shirt sponsor (XL having gone bust). Since their agreement ended with T-Mobile at the end of last season West Bromwich Albion also have no shirt sponsor.

Therefore when these two teams played on Saturday 13th September 2008 (a sneaky 3-2 win for West Brom) neither team had a shirt sponsor! But when was the last time this happened in English Premier League football?

To find the answer go to www.talbotssolicitors.co.uk, click on "About Us" and follow the link to "Newsletter"

Mary Mocklow (top left) at the The 360 Legal Group and Barclays Commercial Conference



NATIONAL RECOGNITION AT LAWYERS CONFERENCE

The The 360 Legal Group and Barclays Commercial Conference was recently held at the Celtic Manor, with Mary Mocklow, Practice Director of Talbots Solicitors, delivering a keynote speech on the importance of financial management in challenging economic times, and the sustainability of the Legal Aid System following an extended period of change in the market after the implementation of Lord Carter's Legal Reforms.

Mary has a strong background in business and financial management both within industry and the service markets and drew upon her business experience to deliver a speech taking in the importance of streamlining business processes, the need for strong administrative management, and the necessity of companies having a clear and unambiguous vision as to where they want their organisation to be headed.

The ethos that "client is king" was emphasised as becoming ever truer in times of fiscal pressure, when Practices should be as concerned with fighting to retain their existing clients as well as developing every opportunity to pursue new business.

Mary stressed the importance of having a management team in place that is able to convene and act quickly to meet business challenges head on and to implement policy and working practise changes in a timely manner.

For more information on the The 360 Legal Group, visit their website on www.360legalgroup.co.uk

Contact Mary Mocklow, on 01384 447777 or by email at marymocklow@talbotssolicitors.co.uk



A SIGN OF THE TIMES

Once upon a Christmas Eve there were three men walking down the street - a poor lawyer, Santa Claus and a rich lawyer. They were about to turn into another street when all three saw a £10 note lying on the ground.

Question: Who picks the money up?

Answer: The poor lawyer, because the other two don't exist!

THE REAL VALUE OF PROPERTY TODAY???

Whether you are a buyer or a seller today, it is becoming increasingly difficult to put an accurate value on a specific property.

Whilst you will obviously be guided by the specialist valuers and agents who work in the local market place, there are also tools you can use yourself to do your own research.

Useful websites:

www.propertysnake.co.uk
www.rightmove.co.uk
www.ourproperty.co.uk
www1.landregistry.gov.uk/propertyprice



FREE YOUR CAPITAL & ENJOY THE BENEFITS



The UK is increasingly becoming a nation of homeowners, with 80% of adults over the age of 65 owning their own home.

With the cost of living increasing more and more, home owners are starting to see the benefits of equity release schemes. Unlike Home Reversion Plans, lifetime mortgages are offered by a limited choice of banks and lending institutions and allow the home owner to remain in residence whilst at the same time freeing up capital saved in their home. After all, what is the benefit of having vast sums of money tied up in your home, yet not being in a financial position to do what you wish to do?

These funds are often used to enable home owners who are short of capital to buy a new car, afford holidays, make gifts to their children or grandchildren during their life-time, and enjoy the pleasure of making such gifts rather than see monies paid as legacies on death.

In other circumstances, loans are arranged to enable people to move to better accommodation or to clear existing mortgages or debts, or even to save on Inheritance Tax.

Unfortunately, with home ownership comes the ongoing responsibility and cost of maintenance. Again, equity release can assist in releasing

capital to carry out repairs and maintenance, whilst still allowing you to remain in your home for as long as you should wish to.

The benefit of such schemes means that home owners are not faced with regular monthly payments out of income because the interest rolls up and is repaid with the capital on the eventual sale of the property.

Recent legislation protects the home owner and ensures that they can remain in occupation during their life-time and they retain ownership and control of their own property. As a result, the horrors which led to the bad publicity relating to similar schemes in the 1990s have now been eradicated. Nonetheless, it is imperative that independent and specialist advice is sought on these products.

Should you require any further information, please contact James Gwilliams, our specialist, on 01562 749910, or by email at jamesgwilliams@talbotssolicitors.co.uk.



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FREE LEGAL SURGERY

No appointment necessary

Please call in to discuss any matter

Saturday 9.30 - 12.00 midday
63 Market Street, Stourbridge
Tel: 01384 445 850

Tuesday 5.00pm to 7.00pm
30 Church Street, Kidderminster
Tel: 01562 749 910



PRESSURE TO PERFORM



From 1st October 2008 sellers and landlords of commercial premises are required by law to provide an Energy Performance Certificate (EPC) for all buildings or parts of buildings when they are sold or rented. As a seller or landlord of commercial premises you need to know what you are required to do, how to go about it and what will happen if you fail to comply with your obligations.

An EPC will give tenants and purchasers of commercial premises information about the energy efficiency and carbon emissions of a building and must be made available by landlords and sellers at the earliest opportunity during a transaction. This must be, in any event, before any lease is completed or any agreement for lease is concluded or contract for sale is exchanged. EPC legislation applies equally to subletting. Not producing an EPC could prove to be a costly mistake with the penalty for failing to make an EPC available to any prospective tenant or buyer being 12.5% of the rateable value of the commercial premises in question (in most cases) – subject to this penalty being not less than £500 and not more than £5,000 in each case.

"At Talbots Solicitors we will ensure that you stay on the right side of the law when it comes to EPCs. We will provide expert advice as to whether you will be required to produce an EPC or whether circumstances exist which will exempt you from the provisions. We will also be able to put you in touch with recommended and trusted EPC providers who will be able to provide you with an EPC at a competitive rate meaning that even if the performance of your building is under scrutiny, you won't be!" said Paul Kettle, Solicitor with Talbots Commercial Property Department. For advice contact Paul Kettle or Nicola Reeve, Talbots Solicitors, 01384 445850, paulkettle@talbotssolicitors.co.uk, or nicolareeve@talbotssolicitors.co.uk

CHANGES TO EMPLOYMENT LAW OCTOBER 2008

NATIONAL MINIMUM WAGE

Increase in national minimum wage to £5.73 for adults. The rate for 18 to 21 year olds increases from £4.60 to £4.77 and for 16 to 17 year olds the rate rises from £3.40 to £3.53.

MATERNITY LEAVE

Women on additional maternity leave are entitled to the same terms and conditions of employment as when they were on ordinary maternity leave in respect of babies expected after 5th October 2008. This does have a great deal of practical significance.

BENEFITS

Incapacity benefit and income support are replaced by Employment and Support Allowance.

AGENCY WORKERS

Amendments to the Fixed Term Employees Prevention of Less Favourable Treatment Regulations – removing the provision for SSP for agency workers of less than 3 months duration.

AGE DISCRIMINATION

The European Court of Justice has upheld the decision of the UK National Court to accept the Government's legislation that there can be a default retirement age of 65, after which an employee is not eligible for any further benefits.

HUMAN RESOURCES

Change to requirement for displaying Employer Liability Insurance Certificate. It will now be lawful to retain an electronic copy of the certificate instead of displaying a printed copy in a reception area.



Contact Gareth Price for a FREE review of your Conditions of Employment and Company Handbook. If you would like any further discussion or guidance on these or any other related matters, please contact Gareth Price on 01384 445885 or by email to: garethprice@talbotssolicitors.co.uk

PROTECTING YOUR ASSETS IN A CREDIT CRISIS

How to secure, protect and grow your assets

Seminar

in conjunction with Mitchell Neale Investment Services

Monday 12th January 2009 at 4.00pm

Woodland Suite, Stone Manor Hotel, Nr. Kidderminster, DY10 4PJ

- How has the credit crisis evolved?
- What are the differences between "the Great Depression" and today?
- What does the future hold?
- What is the effect on your investments?
- Protect your assets from the taxman, creditors and third parties

This free seminar will give you expert practical advice on :-

- Assets to avoid
- Assets to buy
- Avoiding tax
- Protection from third party claims
- Long term care

Confirm your interest to:

lesleyclarke@talbotssolicitors.co.uk
tel 01384 445850

TALBOTS TALES - LASTING POWER OF ATTORNEY



Mr and Mrs Cobweb both made Wills, to ensure that if anything happened to either one of them, the other would not have any problems.

But things never happen as you expect and poor Mr Cobweb was suddenly taken ill one day and rushed into hospital, having suffered a major stroke. He did not appear to know where he was, or properly recognise Mrs Cobweb or his sons. The doctors were doing their best, but they could not confirm when, or if, he would fully recover.

Mrs Cobweb was not immediately concerned about finances as she knew that her husband's Private Pension was being paid into his bank account and, although he transferred sufficient to cover the general household bills and gave her something for housekeeping, she thought it could all be sorted out later. In any event, she had her own account with a little money in it. After a few weeks, however, when the bills started accumulating and her own account was rapidly reducing, she decided to speak to her husband's bank. The bank official was very sympathetic but refused to help, even though she explained that Mr Cobweb was not in a position to sign anything. Mrs Cobweb was using her own small savings account to pay the bills, but she knew that this situation could not continue.

In time, Mr Cobweb's condition stabilised – he now knew family and friends and could do some things for himself – but the doctors said he would never fully recover all his mental or physical capacity. There were now decisions that would have to be made as to his further care and, while everyone was very sympathetic to Mrs Cobweb, they kept telling her that she had no authority to make decisions for her husband. She felt very lost and confused. To make matters worse, Mr Cobweb had never been completely open with her about what money he had, (he was probably afraid that she might go and spend it) and so now she did not really know where to look or what to look for.

Mrs Cobweb eventually decided that the house itself could be sold as a solution to some of the problems. She knew that the house was in joint names, so you can imagine her further distress when she was again advised that she could not sell without Mr Cobweb's agreement and signature. How was she supposed to obtain that? She did not know which way to turn when, by chance, she bumped into an old friend, Betty, and over a cup of tea, poured out all her problems. When Betty asked whether she had in place a Power of Attorney Mrs Cobweb was not sure what this was.

Betty explained that, provided Mr Cobweb was able to do so, he could give her authority to deal with his bank account, his pension and even with his interest in the property. It all sounded

complicated to Mrs Cobweb but Betty was also able to recommend someone who had helped her to deal with her mother's affairs which had enabled Betty to give instructions to the bank, speak to the local authority, Social Services and other people on behalf of her mother. They knew she was acting on her mother's behalf and had the authority to do so. With guidance from a solicitor, Mrs Cobweb was able to set up a Lasting Power of Attorney and sort out all her financial worries. Thank goodness Mr Cobweb was well enough to authorise this! She also decided that she never wanted her children to have any difficulties if something was to happen to her, so she decided to do her own Lasting Power of Attorney even though she hoped it would not be needed for a long time to come! Although we all hope these things are never going to happen to us, we should nevertheless plan to protect our loved ones as much as we can.

If you require any advice, please contact Gillian Bowskill (gillbowskill@talbotssolicitors.co.uk) or Sharon Oakley (sharonoakley@talbotssolicitors.co.uk) or telephone 01384 445850.

DO BUSINESS ON YOUR TERMS!!!



Businesses often give their standard terms and conditions of business (T&C's) low priority until a dispute arises – by which time it may be too late! It is not uncommon for a sales department to issue quotations or accept orders using terms that are out of date, copied from the internet or even be conducting business on the customer's terms because the customer has successfully substituted their own T&C's for your's.

Terms & Conditions will be useless unless proper procedures are followed to ensure they are incorporated and prevail over any competing T&C's. They will not bind your customers unless they have been incorporated.

The common law rule is that after a contract has been formed by offer and acceptance between the parties, new contract terms cannot be introduced (unless by mutual consent).

Therefore, the all too frequent business practice of sellers seeking to impose their T&C's by printing them on the back of their invoices will not be sufficient to incorporate their T&C's into the contract, as invoices are traditionally despatched after the contract has been made.

Practical Tips to make sure you do business on your terms

- Ensure your Terms & Conditions are brought to your customer's attention at the earliest opportunity. Consider setting out your terms in your brochures, catalogues or other marketing material, on your quotation forms and on your acknowledgement of order.
- Put your T&C's on your invoices – if there is a course of dealing, this will assist your argument that your T&C's had been brought to your customer's attention over time.
- Train your sales staff in your procedures, ensure they have at least a basic working knowledge of the rules of contract formation (offer and acceptance) and the 'battle of the forms'.

Get your Terms & Conditions in first and last! Talbots will review and, if necessary, amend your organisation's terms & conditions for a fixed price. For further information or advice please contact Richard Murrall, on 01384 445850 or by email at richardmurrall@talbotssolicitors.co.uk