

LAWSON COULL & DUNCAN
COURT DEPARTMENT
TERMS OF BUSINESS – AMENDED: 1.05.18

1. Quality Service

In all our dealings with our clients we aim to provide a high quality service, to find out what clients want and achieve it. We try to work quickly and efficiently and we hope you will think our fee represents good value for money.

2. Contacting Us

We are open 9.00 am to 5.15pm Monday to Friday. Our telephones are answered during those times. If the person concerned is unable to take your call, or if we are closed for a local or statutory holiday, you can leave a message on our answering machine. Our fax line is open at all times. We can be e-mailed at any time. We are also available to with you outwith normal office hours by prior appointment. Home visits can be arranged if access to this office is impossible due to physical infirmity or disability.

3. Initial Meeting

We do not offer a free first Consultation. Please ask us if you think you may qualify for Legal Aid under the Legal Advice & Assistance Scheme.

4. Instructions

Instructions may be given to us in writing, or verbally. It is important that we receive clear instructions. You should not assume that we have knowledge of any factual matters. We may well ask you to confirm in writing the terms of verbal instructions given to us. If there is any change in your instructions you must notify us immediately. If you wish anyone other than yourself to give us instructions or information we will normally require confirmation of this in writing.

5. Conflict of Interest

In general we cannot act for two or more parties if they have conflicting interests. Please advise us at the outset if you are aware of potential conflicts which may arise. If we decide that we can still act (i.e. if you are one of the exceptions to the general rule) we will confirm this to you in writing. We may have to stop acting for you if a conflict has arisen or is likely to arise.

6. Liability

Unless we agree otherwise in writing we shall assume that where we act for more than one person and only one of them tells us what to do that person has the authority of the other(s) to do so. Where we act for more than one person each person for whom we do work is equally responsible for the instructions

given to us and for payment of our fees and outlays in connection with this matter. If you do not understand what this means please ask us to explain.

7. Private Limited Companies

If we are given instructions by a Private Limited Company then unless otherwise agreed with you in advance it is a condition of our accepting these instructions that the Directors are jointly and severally liable, along with the Company, for payment of our fees and costs and any interest thereon.

8. Confidentiality

Information passed to us is confidential and will not be disclosed to third parties unless authorised by you or required by law.

9. Copyright and Third Parties

All copyright in documents we produce is reserved to us. Advice given and documents prepared are for your use any and may not be copied or used by any Third Party without our express written consent.

10. Law Society of Scotland

Like all Scottish Solicitors we are members of The Law Society of Scotland and subject to its professional rules at all times.

11. How long will it take?

The nature of legal work, particularly Court work, often makes it difficult to estimate precisely how long something will take to complete. When we discuss your requirements at the outset we will also discuss timescales. We attempt to meet these and always try to deal with everything as quickly and efficiently as possible. Please remember that quite often the speed at which work can be completed is affected by the co-operation (or lack of it) we receive from other people outwith our control.

12. Cost

The basis on which we shall charge you fees for particular matters will either be a lump sum, or will depend on the time spent carrying out the work, or will be based on some particular scale of charges appropriate to the type of work. In assessing the fees we take into account a number of important factors, including:

- The seniority of the Solicitor instructed.
- The value of the transaction.
- The complexity and difficulty of the matter.
- The skill, knowledge and responsibility involved.
- The urgency of the matter, and
- The place where we are required to carry out the work.

We are happy to tell you at any time what the fees are to date. Value Added Tax is payable by you on all fees.

Our standard charge out rate is £230 per hour. Restrictions will be applied at the discretion of the Firm. In all cases we reserve the right to charge a “success fee” i.e. an uplift in fees of up to 25% where we deem there to have been a favourable outcome to the case.

In all cases not covered by Legal Aid we will require payments to account of fees and outlays. No work will be carried out until payment is received.

13. Estimates

Any estimates that may be given will be a probable fee based on our experience of the work you have asked us to do. If the work turns out to be more complicated, or takes longer than we anticipated, then we may require to increase our estimate to take account of this. We will inform you as soon as possible about this. Sometimes we will need confirmation of your ability to fund a transaction and a deposit may be requested. Failure to make payment of a deposit when requested will result in all work being terminated/suspended until payment of same.

14. Accounts

We will issue our account either at the end of a matter or at regular intervals. Payment of Invoices are due within twenty eight days of the date of the account. We accept payment by cash (up to a maximum of £500.00), cheque, debit card or credit card. A surcharge of 2.35% is payable if you choose to pay by credit card and this will be added at the time each payment by credit card is made. No surcharge is payable where payment is made by debit card. Any sums remaining outstanding 28 days after the invoice date will be liable to interest charges at 4% above the base lending rate of Clydesdale Bank plc from the date of issue of the Statement of Account or fee note. If you do not pay our account on time we reserve the right to stop working for you and to charge you for the full amount of work we have done for you. Where a restricted account is issued, the account must be paid within twenty eight days of intimation to you. Failure to do so will result in the restriction being uplifted. The unrestricted sum, plus V.A.T. will then become due for payment.

15. Legal Aid

Where Legal Aid or Legal Advice and Assistance is available to cover the work we are doing for you, we shall assess your eligibility for the appropriate cover and we will explain the nature of the cover available to you and assist you in completing all of the necessary Forms. In the event that you are in receipt of Legal Aid or Legal Advice and Assistance any money recovered on your behalf may have to be paid to the Scottish Legal Aid Board. The Scottish Legal Aid Board may require to use those monies to meet the fees and outlays for the work that we have done.

16. Expenses in Court Actions

If we act on your behalf in connection with a Court action in which you are partly or wholly successful it may be possible to recover expenses from your opponent. In practice only a proportion of your expenses is likely to be

recoverable. You are liable for our fee and outlays incurred on your behalf whether or not you are successful in an action but credit will be given for all expenses recovered from your opponent.

17. Deduction of fees and outlays at source

Where we receive sums which belong to you we shall be entitled to deduct from those sums all outstanding fees and outlays before sending you the balance.

18. Sales and Purchases of property

When you are selling property through Lawson Coull & Duncan and also instructing the Court Department in relation to other separate or connected matters we will deduct all outstanding costs, together with our fee, from the sale proceeds as soon as practicable after the date on which the sale is completed. When you are buying property, fees and costs will be payable by you by agreement but no later than the date on which you become the owner of the new property,

19. Costs paid on your behalf

Where fees, outlays or expenses are to be paid by us on your behalf we will endeavour to give you details of these in advance in order that you may place us in funds before sums are due. If, however, we are unable to do so we will require to be repaid by you within seven days of your receiving our request for payment of the appropriate sum. If not paid within this time we reserve the right to charge interest on the amount at 4% over the Clydesdale Bank Base Rate. Failure to make payment when requested may result in termination/suspension of work on your behalf.

20. Independent Fee Assessment

The Auditor of Court is always available to provide a completely independent assessment of a fair fee for any piece of legal work carried out for a client. On occasions, to ensure that a file has been correctly charged, we may voluntarily send the file to the Auditor. Unless otherwise agreed with you beforehand we will, in that event, be responsible for the payment of the Auditor's fee. Should you at any time be dissatisfied with the amount of a fee charged by us then you are entitled to ask us to have the Auditor review your file and set an appropriate level of fee for the work done. If the Auditor reduces the amount of our original fee we will only charge that reduced amount and we will pay the Auditor's costs. If, however, the Auditor confirms that our fee is correct or undercharged then you will be responsible for the Auditor's costs, and we reserve the right to change the higher fee as assessed by the Auditor. You should be aware that all work undertaken by this Firm on your behalf is chargeable. "Work" includes all Court appearances (both awaiting preparation and appearance time), all contacts with you (including consultations, telephone calls, letters and emails) and all communications issued on your behalf, and all paperwork/documentation prepared on your behalf.

21. Outstanding monies

You are entitled to change Solicitors at any time but you are responsible for the fees and any other outstanding payments due to us until the time of change. We are entitled to hold any Title Deeds, files or other papers until payment.

22. Money Laundering Regulations

In order to comply with the Law Society/Money Laundering Regulations we require to verify the identity of all clients of the firm after 1st April, 1994. Accordingly, if this matter is the first one in which we have acted for you since that date then kindly provide us with two of the following pieces of identification, at least one of which must be photographic identification: -

Passport,
Driving Licence,
Council Tax Book,
Bank Statement,
Electricity/Gas/Telephone bill.
Other official proof of identity.

These items shall be copied for the file and thereafter returned to you. We require identification for each party to the transaction. We also reserve the right to request up-to-date identification at our discretion.

23. Dissatisfaction

If, for any reason, you are unhappy about the quality of service provided or the amount of our fees then you should, in the first instance, take the matter up with the Solicitor with whom you have been dealing. We recognise that Alternative Dispute Resolution Regulations have implemented ADR/EDR Directive 2013/11/EU to promote alternative dispute resolution as a means of redress for consumers in relation to unsatisfactory services. We have however chosen not to adopt an ADR process and if you have any concerns about the services you receive from this firm you should contact the firm's Client Relations Partner. Alternatively, should you prefer, or if you feel your initial approach has not resolved the point, we would invite you to raise the matter with our Client Relations Partner. She will ensure that any such complaint is fully investigated and that you receive a detailed response, usually within ten working days. If a complaint cannot be resolved by the Client Relations Partner, the complainer may raise it with the Scottish Legal Complaints Commission (SLCC), which acts as the gateway for all complaints. All complaints should be raised with the SLCC – if the complaint relates to the conduct of a solicitor (rather than the service provided), the SLCC will then refer the matter to the Law Society of Scotland. SLCC operates strict time limits for accepting complaints, which require complaints to be made within three years of the service ending or the conduct occurring. However, the SLCC will disregard any time it considers that the complainer was excusably unaware of their concerns.

24. Whole Agreement

These terms and conditions, together with the letter accompanying them and any enclosed Schedule of Costs, will form the whole agreement between us to carry out the work referred to in that letter. These terms and conditions are governed by the Law of Scotland and are subject to the exclusive jurisdiction of Dundee Sheriff Court to which jurisdiction is prorogated.