

JAMES & GEORGE COLLIE

TERMS AND CONDITIONS

The Law Society of Scotland is the governing body of Solicitors. Professional rules laid down by the Society require that clients be informed of certain terms of business. Accordingly, this formal statement indicates the basis upon which this firm carries out professional services on behalf of clients.

1 Quality Service

As a long-established legal firm we strive to attain a high quality of legal general practice, while maintaining a friendly, “personal family solicitor” approach. In order to provide a legal service a whole network of people and facilities are required to back up the individual solicitor. There is the office itself; typing, cash room and clerical staff; computers and electronics; books and periodicals to keep abreast of legal changes; professional indemnity insurance and other overheads. A legal service has to be paid for, but we hope that you will find that our fee represents good value for money.

2 Contacting Us

Our office hours are Monday to Friday, 9:00am - 5:00pm, and our main office phone number is 01224 581581. Our Property Office at 220 Union Street, Aberdeen is also open on a Saturday morning from 10am - 12:30pm, and its direct phone number is 01224 572777. Outwith office hours, you can leave a message on our answering machine. Our fax line is 01224 580119 and is open at all times.

3 Instructions

Instructions may be given to us in writing or verbally. We may well ask you to confirm verbal instructions in writing. Any amendments to your instructions should be notified to us immediately they arise. We can only act on the information and instructions that you provide. Please do not assume that we know all about your personal circumstances - we would always rather have too much information than too little.

4 Confidentiality

Information passed to us is kept confidential and will not be disclosed to third parties save as authorised by you or required by law. Like all Scottish solicitors we are members of the Law Society of Scotland and subject to its professional rules.

5 Conflict of Interest

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.

6 How long will it take?

The nature of legal work makes it difficult to estimate precisely, in many cases, how long something will take to complete. When we discuss your requirements at the outset we will also discuss time scales. Often, however, the speed at which we can complete a piece of work is directly affected by the co-operation we receive from other people outwith our control. In a matter which involves a dispute, it may well be in the other side's interest to "drag out" the matter for as long as possible. It is in our interest as much as yours to complete a piece of work as quickly and efficiently as possible. It is your business: if you feel it is not progressing quickly enough please do not hesitate to contact the partner in charge.

7 Charges

Except where otherwise agreed for specific transactions fees are rendered on the basis of chargeable time spent in carrying out the work. Our Firm's Standard Hourly Rates are as follows:- Partner £175, Consultant £175, Senior Solicitor/Associate £150, Qualified Assistant £130, Paralegal £130 and Trainee £100. There may be an increase in the fees charged according to factors such as value, urgency, responsibility and complexity, and there will be added to the fee based on time spent a charge of 5% thereof to cover posts, stationery, copying of papers, telephone and email charges and other incidental expenses. Value Added Tax is chargeable on fees at the prevailing rate, currently 15.00%.

8 Accounts

In normal circumstances our account will be issued at the conclusion of the transaction. Where during the transaction the value of work to date exceeds £500.00 or the time lapsed exceeds three months, we reserve the right to issue an interim bill. Payment is due within thirty days of the date of the account. If not paid within this time we reserve the right to charge interest on the whole sum overdue, at 4% over the Royal Bank of Scotland base rate, per annum, and 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 on your behalf.

9 Instalment and Cash payments

If your account is to be settled by payment of instalments, a credit charge of 3% of the balance owing will be added to your account if your instalment payments are over a period of up to 6 months from the date of issue, and 6% if your instalments are over a period of 6 to 12 months. If you wish to take advantage of this method of payment, please advise us in advance of our preparing your account.

Whilst we are happy to accept payment of fees and outlays in cash, in order to avoid any potential dispute, cash payments must be handed to a member of staff who will arrange for a receipt to be issued.

10 **Credit Cards**

If you wish to settle either outlays incurred on your behalf or your fees/account by credit card we shall be happy to accept such method of payment subject to a surcharge of 3.5% which will be added to the total balance owing.

11 **Estimate**

Any estimate that may be given will be a probable fee based on our experience of the work involved in a typical transaction of the kind that you envisage. Unless provided earlier an estimate of fees and expenses will be provided on conclusion of missives in a conveyancing transaction. If the work turns out to be more complicated or takes longer than we anticipated then we may require to increase our estimate in line with 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.

12 **Outlays incurred and Instruction of Third Parties**

Where expenses are paid by us on your behalf we may require you to put us in funds to enable us to pay these, or if they are already paid by us, then we will require to be reimbursed by you within seven days of your receiving a request for payment of the appropriate sum.

Where, we instruct any work on your behalf with a third party we act as your agent only. Accordingly we may pass any contact information held by us on your behalf to such third parties in order that they may correspond directly with you.

13 **Clients' Funds**

We shall very possibly hold money on your behalf, in which case we shall deposit and hold such sums either in one of our global Clients Accounts (maintained with the Royal Bank of Scotland plc, Clydesdale Bank PLC, Lloyds TSB Scotland plc, and Halifax Bank of Scotland plc) or, depending on the sums involved and the anticipated length of deposit, on special deposit with the Royal Bank of Scotland plc. If you wish your funds deposited with another banking institution you require to give us specific written instructions to this effect, or if we are required to deposit your funds with such other banking institution, we reserve the right to charge a one-off administration fee of £30 (plus VAT) for arranging such deposit. Interest generated on any separate deposit account established on your behalf will be remitted to you.

Payment of sums by us, either to you or on your behalf, will normally be made by cheque. If, however, you wish us, or we are required, to make any such payment by bank telegraphic or similar form of transfer we shall make a charge of £30 (plus VAT) per transfer to cover the cost of (i) our additional administration and (ii) any charges levied by the bank.

14 **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 of Court. Should you at any time be dissatisfied with the amount of the fee charged by us, then you are entitled to ask us to have the Auditor of Court review your file and set an appropriate level of fee for the work done. If the Auditor of Court reduces the amount of our original fee, we will only charge that reduced amount and we will pay the Auditor of Court's costs. If, however the Auditor of Court confirms that our fee is correct or undercharged, then you will be responsible for the Auditor of Court's costs.

15 **Sale and Purchase of Property**

Where your transaction is a purchase, we will require you to put us in funds before the date of entry to cover all fees and outlays. Where your transaction is a sale, the Estate Agency and legal fees and outlays will be deducted before sending out any balance.

16 **Deduction of Fees and Outlays**

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

17 **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 those instructions that the directors/promoters are jointly and severally liable along with the company for payment of our fees and costs and any interest thereon.

18 **Change of Solicitors**

You are entitled to change solicitors at any time but you will be responsible for all fees and outlays due to us up until the time of change. We are entitled to hold your title deeds, files, or other papers until payment.

19 **File Storage**

At the conclusion of a matter we require, in terms of the rules of the Law Society of Scotland, to archive your file for a specified period. At the time of closure of your file, your paper file will be electronically scanned and stored in electronic format in our computer systems without limit in point of time and your paper file will, after a month has elapsed, be passed to a specialist contractor for secure destruction. Any original documents submitted by you for the matter will be scanned and destroyed in accordance with the above policy unless you advise us at the time of them being provided that you wish them returned, which they will be at the conclusion of the matter. Please note that should there be any subsequent dispute or court proceedings for which your paper file might require to be produced, the electronic copy may not have the same evidential quality as the original, thereby reducing its evidential

value. Accordingly, should you not wish your paper file to be stored electronically please advise us prior to the conclusion of the matter, and we shall store it in paper format, for which we reserve the right to make a one-off charge of £50 (plus VAT). If, after your file has been electronically stored, we receive a request or mandate from you to provide your file, our only obligation will be to provide a copy in electronic (not paper) format, and our obligations in terms of such request/mandate will be thereby deemed discharged. We reserve the right to make a one-off charge of £25 (plus VAT) for providing such electronic storage.

20 Client Relations Partner

If 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. Alternatively, if you prefer, or if you are still not satisfied, we would invite you to raise the matter with our Client Relations Partner, Mr Duncan Love, at our 1 East Craibstone Street, Aberdeen, office. He will ensure that any such complaint is fully investigated and that you receive a response within ten working days. If you are still dissatisfied you can refer the matter to the Scottish Legal Complaints Commission, by contacting them by telephone on 0131 528 5111.

21 Data Protection

James & George Collie is registered under the Data Protection Act 1998. We will accordingly store and use personal information received from clients in accordance with and as permitted by such legislation. You may request a copy of the personal information we store about you, and you can ask us to update or remove your personal information, by writing to the Head of IT at 1 East Craibstone Street, Aberdeen, AB11 6YQ. If you wish a copy of the personal information which we hold about you, please also enclose a cheque for £10 (plus VAT) payable to James & George Collie to cover our administration costs.

22 Money Laundering/Proceeds of Crime Regulations

We are required by Law to comply with various obligations imposed on us by the Money Laundering Regulations and the Proceeds of Crime Act. At the outset of your transaction we will require from you appropriate evidence of identification and/or evidence of the source of funds required from you. It is essential that such information is provided to us since with the appropriate documentation we may not be able to progress your transaction and in extreme cases may be required to cease acting for you.

23 Liability

Unless we agree otherwise in writing, we shall assume that where we act for more than one person (e.g. husband and wife or partnership) but only one of them tells us what to do, that person has the authority of the other(s) to do so. Where we do 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.

24 **Copyright and Third Parties**

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

25 **Law Society of Scotland**

Like all Scottish Solicitors, we are members of The Law Society of Scotland whose address is 26 Drumsheugh Gardens, Edinburgh EH3 7YR, and subject to its professional rules at all times.

26 **Whole Agreement**

These terms and conditions, unless modified by the terms of any letter accompanying them, constitute the whole agreement between us and may be relied upon by either party.

27 **Applicable Law**

These terms and conditions are governed by the Law of Scotland and are subject to the non-exclusive jurisdiction of the Scottish Courts.