

### **Kenneth Paterson Solicitors Terms of Business for Clients**

*Our firm's bank account details will be provided to you in writing. They **WILL NOT** change! We will **NEVER** change our bank account details via email. Emails can be intercepted or subject to fraud, and if you are in any doubt about the authenticity of an email from us please contact us by telephone or by meeting immediately. We will not accept a change of bank details by you from email due to the risk of Fraud – we will never change ours by email either.*

Outline of Work – we will advise you in respect of your legal position, and enter into correspondence as we consider is required. If we have agreed to be responsible for arranging to carry out court work or representation for you we will advise you of this in writing (see Section 20).

We **never** provide Tax / Financial / Pension / Conveyancing / Child Maintenance Service advice and any legal advice is on the basis you will make separate arrangements for this from the respective specialist. If we are acting in a divorce with a pension share you accept that you will have to take separate advice from a Financial / Pension adviser in respect of this.

In any case where your relationship has broken down, we would recommend that you separately instruct us to prepare a fresh will / power of attorney and make separate pension nominations. This is a separate matter and you will require to instruct us separately for this and ensure we have accepted in writing that we will undertake this work as well.

**We cannot guarantee timescales for court actions. These can still be subject to delays due to court backlogs. and by instructing us you accept that we accept no liability whatsoever for any delay in raising or progressing a court action regardless of the cause of the delay or fault and regardless of any timebar implication.**

1. **Terms of Business:** This statement sets out the terms under which we accept instructions from clients, which Instructions can be given verbally or in writing. Normally we will accept instructions given by one spouse or partner on behalf of both, unless there is a conflict of interest. Similarly, we will normally accept instructions from one individual on behalf of a Company or a Partnership although we may ask for confirmation of that person's authority to instruct us. If there are any changes of instructions, you must notify us immediately. If you wish anyone other than yourself to contact us, this must be agreed with us in writing.
2. **Quality Service:** We hope you find us friendly and approachable. Legal Advice is not necessarily cheap, however we hope you will think our fees represent good value for money.
3. **Initial Meeting:** An initial telephone discussion or meeting with you which is chargeable, but legal aid may be available to pay for it.
4. **Contacting Us:** As our solicitors are experienced court lawyers, they are frequently out of the office at court. If the solicitor dealing with your case is not available, please speak to their secretary who will be happy to note any information, pass it on to the solicitor, and provide information where they can.

Our regular mail is sent by DX and as such can sometimes take several days to reach you.

Whilst we are happy to correspond by email, you should not rely on the fact that just because you have sent us an email, it has been received by us or is complete and readable (even if it has not "bounced back" or is marked as delivered). Solicitors firms get bombarded with malicious emails and it is possible a genuine message can be stopped by our email filters. If the information is important you should speak to us to confirm that we have received it and we are able to read all of it. We may communicate with you and with third parties via email or by other electronic means. The recipient is responsible for virus checking. With electronic communication there is a risk of non-receipt, delay, misdirection or interception. As electronic communication is not totally secure we cannot be held responsible for damage or loss caused by viruses nor for communications which are corrupted or altered after dispatch, or for problems or accidental errors. These are risks you must agree to bear in return for greater efficiency and lower costs. If you do not wish to accept these risks please let us know and we will communicate by paper mail instead if we can.

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 or as soon as you are aware of any potential conflicts which may arise. If appropriate we may require to withdraw from acting for you, and if so you are advised to obtain independent advice from another solicitor.
6. **Liability:** Unless we agree otherwise in writing, we assume that where we act for more than one person 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 that matter. If we are given instructions by a private limited company or one individual on behalf of a company or partnership then, it is condition of our accepting these instructions that all the Directors/Partners are individually jointly and severally liable along with the company for payment of our fees and costs and any interest thereon.

**You agree that our total liability (including interest and any expenses or outlays awarded against you) for all claims connected with our services, advice, or court work (including but not limited to negligence) is limited to the amount we have charged you for our services (excluding VAT).**

7. **Confidentiality:** In court cases you may be given copies of documents or court reports. These should be treated as confidential and not discussed with anyone else. You should not discuss your case with anyone else such as a friend or relative, as this may make it more difficult to later use them as your witness.
8. **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 anyone else without our express written consent.
9. **How Long Will It Take?:** We can prepare a case perfectly, only for it to be delayed because a court either have too many other cases to deal with it, or because of a delay with your opponent. These delays frustrate us as much as you, and as such any time estimate we give is subject to regular review as your case goes on.
10. **Cost:** We include at the end of this letter a note of our current costs and fees. By instructing us you are indicating your acceptance of them. We are VAT registered and our VAT Number is 743 4053 51. Any estimate that may be given in respect of fees and costs is simply an initial estimate for an average case and is not specific to your case for which the amounts may vary considerably. Whilst we are happy to quote for fixed fee work, any work which we have not narrated in writing with a Fixed Fee Quotation is subject to ongoing charges on a “time and line” basis, i.e. you pay us for the work we carry out at our agreed rates.

11. **Fee Estimates and Costs:**

**Separation**

Separation work is carried out on a “time and line” basis and the costs vary considerably depending on how quickly an agreement can be reached, and how much negotiation is involved. Should a formal separation agreement be required in addition to negotiation, this is subject to our perusing / drawing up documents charge in addition.

**Court Work**

All court related work carries risk. We will give advice on a case but we can give no guarantees of the outcome of the case or of the time scales involved, neither of which are in our control.

Whilst we can represent you at court, the timetabling and progress of your case including how long it takes is set by the court. Any pause or halt to your case is likewise set by the court and subject to it's approval.

If you lose a case you may have to pay all or part of the other parties expenses in addition to your own legal costs. If you are successful you may be entitled to recover some costs from your opponent, but they may only cover a part of the work carried out. If you are awarded costs in a court action you remain responsible to us for payment of our fees and outlays. Being awarded costs simply means that you can claim these from the unsuccessful party. Prior to raising court proceedings, a deposit towards costs may be requested from you - no action will be taken on your behalf until this deposit is fully paid, even if this is to the detriment of your case. Failure to make payment on time can result in our withdrawing from acting for you, even if your case is ongoing.

12. **Legal Aid:** You may be entitled to legal aid. If you obtain legal aid, you should contact us for updates to your case as the legal aid board do not normally pay for us to contact you. We do not operate all forms of legal aid. Even if you are eligible for legal aid, there may be some types of work that we will not carry out under legal aid either because there is no mechanism for us to be paid within a reasonable period, or because we do not consider that we can carry out the work satisfactorily or profitably at legal aid rates. If we do not offer legal aid, it may still be available from another solicitor's firm.

Legal Aid is not necessarily free. You may be asked to pay a contribution – this will be narrated by the legal aid board when your application is processed – please contact us for further details. If the legal aid board require financial information from you, or if your circumstances change, you should provide the board with updated information direct and tell us you have done so. If you are legally aided you are still liable to pay your opponents' expenses if you lose, albeit you can ask the court to reduce this as you are legally aided. If you recover or preserve anything whether money or not, the Legal Aid Board can “claw this back” from you and use it towards any money they have paid or will pay out. This includes any increase in our fees authorised by the board. This may mean the board taking the first share of the money before you, or by you requiring to pay the board back from what you receive or have preserved. If we obtain an award of costs in a case, we are entitled to take these costs to our fees rather than make a claim through the legal aid fund.

Unlike privately paying clients, work for legally aided clients is restricted, and can sometimes be delayed or require pre - approval from the legal aid board. We are normally restricted in how much work we can carry out for you and how much time we can spend. This restricts preparation and meetings. Letters to your opponent are generally not chargeable. As such if you wish us to work under legal aid, you accept that we are significantly limited in how often we can meet with you or work on your case.

13. **Payment of Accounts:** Payment of invoices is required within 14 days of the date of invoice. Interest is chargeable at the rate of 5% per month on everything outstanding beyond the due date for payment. In addition, in the event of late payment, we reserve the right to apply an administration charge of 10% of the total outstanding debt. All outlays are payable on demand. We shall be entitled to recover and deduct fees and outlays out of all sums held on your behalf. If you do not pay our account on time, we reserve the right to stop working for you and to charge for the full amount of work we have

done for you. If you wish to discuss instalment payment, please do so as soon as possible as we may be able to enter an instalment arrangement with you. Payments by instalments incur an administration charge of £10.00 per instalment. Interest is chargeable as above. Any fee estimate given by us is entirely subject to payment being made within 14 days of our invoice, otherwise the estimate will fall and a detailed invoice will be prepared and submitted to you which may exceed the original estimate, and will be payable immediately.

15. **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 payment of the Auditors 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 Auditors costs. If however the Auditor confirms that our fee is correct or undercharged, then you will be responsible for the Auditors costs and any shortfall so undercharged.
16. **Solicitors Lien:** Until any outstanding account is fully paid, a solicitor is entitled to retain all files, titles and papers belonging to you by way of lien.
17. **Clients Funds:** All sums held by us for you will be retained until we require to make payment on your behalf. You agree to us taking payment without advance notice of our fees, or outlays from any funds we hold. Payment by cheque should be received by us 7 days before the funds are to be used to allow bank clearance. If funds are electronically transferred into or out of our bank account in connection with your case, we charge an administration fee of £50 + bank charges.

In order to avoid an excessive amount of administration, interest will not be paid. Whilst we keep interest rates under review, by instructing us you agree to us holding funds for you without the obligation to pay interest or otherwise account for it.

18. **Files/Business Records:** All client records are treated as confidential but may require to be examined by our Auditors or Auditors appointed by the Law Society of Scotland. On termination of instructions, copies of papers will be provided to you on request, provided all sums due to us have been settled and subject to a copying charge otherwise we retain all records in accordance with the guidance given by the Law Society of Scotland. After a period of twelve months from the end of your case or you of last contacting us, it shall be at our option to destroy your file without further reference to you. In the event that you require us to deliver papers to you we will be entitled to make a reasonable storage uplift and delivery charge. By agreeing to these terms you are allowing us to hold information including anti-money laundering and data protected information until we at our discretion destroy your file even if that means we may hold this information for any duration and without any time limit.
19. **Termination:** You or we may terminate authority to act on your behalf at any time. Notice of termination should be in writing. 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. As stated above we are entitled to hold any title deeds, files or any papers until payment.
20. **Legal Work:** As specialist solicitors, any work we carry out for you is limited to the types of work which has been agreed with you and which we feel we are expert in providing. We will be happy to refer you to other professionals where appropriate. We are **not** qualified to provide tax, financial, property, child support, pension or investment advice, and you accept that if there is any aspect of your case concerning tax, finance, property, child support, pension or investment then you will obtain separate advice in connection with this and that it is not covered in our advice to you. We never give advice in respect of claims against other professionals, professional negligence or a claim against another solicitor even if they have failed to act for you appropriately and you have suffered financial loss. If you require to raise a claim against another professional or solicitor, you have strict time limits for doing so, we cannot deal with this and you will require other solicitors to advise you of this.

We frequently take on cases where we advise in respect of raising court action. **Unless we have actually accepted in writing that we are raising court action on your behalf, we are not liable for raising or defending any court action or omitting to do so, regardless of whether a case is subject to urgency or a time limit, or not.**

21. **Dissatisfaction:** If for any reason you are unhappy about the quality of service provided or the amount of our fees or the manner in which the work is being or has been carried out or the conduct or persons carrying out the work, then you should, in the first instance take the matter up with the solicitor with whom you have been dealing. In this firm the principal is Kenneth Paterson who is our Client Relations Partner. Any complaints will be considered by Mr Paterson who will ensure that such complaint is fully investigated and that you receive a detailed response. We are happy to provide a copy of our written complaints process on request and try to work with you to resolve any outstanding issues. Whilst we try to deal with every matter to the best of our abilities, we are not perfect and may not always get everything right 100% of the time to everyone's satisfaction. If the problem is not resolved with the Client Relations Partner you may submit a formal complaint to the Scottish Legal Complaints Commission if you are unable to resolve any concerns to your satisfaction the Commission can be contacted at 12-13 St. Andrew Square, Edinburgh, Eh2 2AF.

22. **Money Laundering Regulations:** If you are a new client to our firm we require to satisfy certain matters under the Money Laundering Regulations. This is essentially proof of identification and proof of your source of funds if you are providing funds to us in respect of a transaction. For this we will require (1) photographic identification, (2) confirmation of your current address by official correspondence and (3) evidence of your source of funds. This information should be provided us at the very earliest opportunity and failure to do so may require us to withdraw acting for you.
23. **Reliance on Advice:** We will endeavour to record all advice on important matters in writing. Advice given orally is not intended to be relied upon unless confirmed in writing. Therefore, if we provide oral advice (for example during the course of a meeting or a telephone conversation) and you wish to be able to rely on that advice, you must ask for the advice to be confirmed by us in writing. You may rely only on our final written advice and not on oral advice or drafts. If you wish to rely on something, we have said to you, please let us know so that we may prepare written advice on which you can rely.
- Any written agreement that is either prepared by us or prepared by another solicitor and revised by us may be subject to clauses some of which are in your interest and some of which are in your opponent's interest. Agreements are often a compromise. As such us in respect of any written agreement you accept that unless you have obtained written advice from us, we are offering no guarantees in respect of either it's terms or whether these terms are favourable or unfavourable to you.
24. **Information:** In order for us to advise you properly you will make sure that (i) any information given to us by you, or anyone else working with or for you, is (a) given promptly, (b) accurate and (c) complete; and (ii) any assumptions are appropriate. It is important that you realise that we will **not** verify any information given by you relating to your case. If you instruct us to raise a court action before a case runs out of time, we will operate on the dates **you** provide to us, and it is **your** responsibility to ensure that these are correct, as otherwise your case may fail when it may have otherwise succeeded. By your acceptance of these terms, you accept that we have **no liability whatsoever** in respect of any act or omission including the time of raising court action where we have operated on the basis of a date or other information provided to you that subsequently turns out to be inaccurate or wrong.
25. **"No Win No Fee" / Compensation & Accident Cases:** If we agree to take a "no win no fee" case, this is purely to try and obtain money for you through negotiation, and **not** by taking a case to court. Whilst we will try to obtain a satisfactory result for you, we are **not** responsible for raising court action, even if this means that your case fails because court action was not raised in time. If you subsequently instruct another lawyer, or refuse an offer we consider reasonable (of which we are the sole judge) we are entitled to immediately fee our file at our standard costs (narrated "Costs" below) and you are responsible for paying them and any outlays within 14 days. Any case where you have received advice in connection with claiming damages or for compensation injuries will automatically be considered one where we will NOT take a case to court or be liable for doing so unless you have had it confirmed in writing regardless of whether this means missing a time bar or not.
26. **Outlays, Reports, Documents, or Anything else attracting a fee:** Unless legally aided, it remains **your** responsibility to obtain and to pay for all outlays in connection with your case and to obtain and pay for all reports, documents, or anything else that requires a fee to be paid. We take **no** responsibility for any delay or omission or failure to progress a case (even when at court) where we are awaiting a document, report or anything else attracting a fee from you. It remains your responsibility to pay for, obtain, and provide to us any document, report or anything else attracting a fee and you accept that if you do not do so or delay doing so, we are not responsible if it adversely affects your case. Even if you are legally aided we accept no responsibility for failure to lodge any document at court where we are either awaiting information from you or we do not have legal aid sanction to pay for the document, report or anything else attracting a fee.
27. **Whole Agreement & Applicable Law:** 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 non-exclusive jurisdiction of the Scottish Courts.
28. **Information Privacy:** You accept that should we utilize Artificial Intelligence and other productivity tools as part of our work that this may result in your data being transmitted or held by that database or 3<sup>rd</sup> party.

### **Costs**

Legal aid work is subject to fees set by the legal aid board. All other work is charged as follows:

The basis on which we shall charge you fees for a particular matter will be a lump sum, or will depend on the time spent carrying out the work or some particular scale of charges appropriate to the type of work. Our present hourly rate is £300, made up of 10 x 6 minute units at £30.00 per unit.

Our Hourly rate that we will work for you upon is that hourly rate which is in place when we carry out work. Our hourly rates normally change on a yearly basis and we reserve the right to increase them by the Retail Price Index without further notice. In instructing us you accept that we are at liberty to raise our hourly rate and that should the hourly rates change during the duration of a transaction then we are entitled to charge the higher hourly rate for all subsequent work. Should

our standard hourly rates change then this will be displayed at our offices and you accept that we do not require to notify you of this change other than by display on our premises of our current hourly rates. We are happy to always advise you of the current hourly rate we charge, and on request provide an estimate of how much work has been done in a case to date.

The basis of our Fee Charging is :

- |  |                                  |
|--|----------------------------------|
| 1. Time meeting with you or carrying out work on your behalf | (1 unit per 6 minutes)           |
| 2. Telephone conversations                                   | (1 unit per 6 minutes)           |
| 3. Writing letters or emails                                 | (1 unit per sheet of 125 words)  |
| 4. Drawing up documents and court papers                     | (5 units per sheet of 125 words) |
| 5. Perusing letters and emails received.                     | (1 unit per 6 minutes)           |
| 6. Perusing documents or court papers                        | (5 units per sheet of 125 words) |

Executry work      Either 3.5% of the overall value of the total Estate including all movable and heritable property OR at our discretion feed on the basis of the other charges listed here. Should we fee our file on an individual entry basis you accept that we may send our fee to an independent law accountant and their audit fee is chargeable as an outlay.

Transactions involving cash: 1% of the cash ;

Value of the matter in hand: 1% of all capital, money, or other assets recovered, preserved, or awarded to you or to any other person including your opponent as part of a settlement.

Writing or cashing cheques    £25 per cheque

Our fees may be increased over this rate to take into account additional factors, namely;

- (i) the skill, labour, and specialised knowledge involved;
- (ii) the time spent on the item of work and on the litigation as a whole;
- (iii) the number and importance of any documents or other papers prepared or perused without regard to length;
- (iv) the place where and the circumstances (including the degree of expedition and urgency required) in which the solicitor's work or any part of it has been done;
- (v) the amount or value of any money or property involved in the litigation; and
- (vi) the importance of the litigation or its subject matter to you as the client.

Our Fees are also subject to the following charges:

|   |      |
|---|------|
| Postage & Incidental Expenses               | 8 %  |
| VAT on fees, posts, and Incidental expenses | 20%. |

*These are the terms under which we are prepared to accept instructions to act for clients. Please retain your copy. If you are in any doubt about any of these terms please let us know. Otherwise by continuing to allow us to act on your behalf you will be assumed to have accepted them.*