

## **TERMS OF BUSINESS**

### **1. QUALITY SERVICE**

We strive always to provide a very high quality service to clients - to find out what is required and to achieve it. We try to work quickly and efficiently, and we hope that you will find us 'user friendly' and approachable. At the conclusion of your case, we hope that you will think that our fee represents good value for money.

### **2. CONTACTING US**

With the exception of the scheduled Bank Holidays and the period between Christmas and New Year, we are open from 8.45 am to 5.00 pm, Monday to Friday. Our telephones are answered during these periods. If the person concerned is unable to take your call or if we are closed, you can leave a message on our answering service. Our fax line is open at all times, but is only accessed during the office hours mentioned above. We can be contacted on any of the employees' or partners' e-mail addresses, which are all disclosed on that partner's letterhead. Please note that due to the use of security software, there is no guarantee that we will receive a fax or e-mail. It is your obligation to check and ensure that any important faxed or e-mailed communication has been received by us. We will not be responsible for any loss that you may suffer should we fail to receive a faxed or e-mailed communication from you. In exceptional circumstances, where we are unable to accommodate a meeting within normal business hours, we can usually arrange to meet outwith these hours.

### **3. INITIAL MEETING**

We will be happy to have an initial telephone discussion or meeting with you to decide whether we can be of assistance and to direct you to the correct solicitor within our office to deal with your particular problem. Please ask at the time of this initial contact if you think that you may qualify for Legal Aid under the Legal Aid Advice and Assistance Scheme. Please note that we do not offer free consultations. In the event that you do not wish to instruct us further, you will usually be charged a fixed fee for your appointment.

### **4. INSTRUCTIONS**

Instructions may be given to us in writing or verbally. We may well ask you to confirm, in writing, the terms of the verbal instruction given. 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, or indeed to be advised, about the conduct of your business, we will 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, then you will receive what is called a conflict of interest letter in duplicate and it would be appreciated if, for our records, you would sign and return one copy of that conflict of interest letter.

### **6. LIABILITY**

Unless we agree otherwise in writing, we shall 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 others to provide instructions. In such cases, each person for whom we do work is equally responsible for the instructions given to us, and for the payment of our fees and outlays in connection with that matter. If you have any doubt as to what this means, please contact the solicitor responsible for your work who will be happy to explain.

## **7. PRIVATE LIMITED COMPANIES**

If we are given instructions in any matter 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. In the event, therefore, of the company going into liquidation or otherwise running out of funds, the directors of the company will be personally liable in respect of the fees which have been incurred to us.

## **8. CONFIDENTIALITY**

Information passed to us by, or on behalf of, any client is kept confidential and will not be disclosed to any third party unless authorised by you in writing or required by law.

## **9. THE LAW SOCIETY OF SCOTLAND**

We are members of The Law Society of Scotland and subject to its professional rules at all times.

## **10. HOW LONG WILL IT TAKE?**

The nature of legal work often makes it difficult to estimate precisely how long the case will take to complete. When we discuss your requirements at the outset, we will also discuss timescales. We do attempt to meet these, and sometimes even to beat them, and always to deal with everything as quickly and efficiently as possible. Please remember that quite often the speed at which work can be completed is dictated by third parties. In particular, in any case which requires negotiation / discussions or correspondence between firms of solicitors, we often have to work at their pace.

## **11. COST**

The basis on which we will charge you fees for a particular matter will be agreed at the outset. Ordinarily, you will be charged for the solicitor time spent on your case but, for some work types, we may agree to work on a fixed fee basis. In assessing the fees, we take into account a number of important factors, including 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 advise you at any time of the level of fees outstanding. VAT is payable on all fees. If the work which you have instructed us to carry out is to be charged on a private fee 'time and line' basis, the cost to you will be calculated using a standard unit charge for each nominated solicitor and may be varied from time to time. In complex, urgent and important cases, the unit fee may be a subject to an uplift, as recommended by the Law Society of Scotland.

Our unit rates are currently – Partners (Members) and Consultants - £250.00 per hour; Associates and Assistant Solicitors - £210.00 per hour; and Trainee Solicitors - £150.00 per hour.

In the event of work carrying on for a particularly long period of time or crossing into a different financial year, then we reserve the right to revise the unit charge.

## **12. FEE QUOTATIONS**

Any quotation that may be given will be an estimated fee based on our experience of the relevant work type. If the case turns out to be more complicated, or takes longer, than we anticipated, we may require to increase our quotation accordingly. We will inform you as soon as possible about any anticipated increase. We may, particularly in matrimonial or court work, ask you to make a payment to account of your fees – any sums paid to account will be held on a client account until such times as fee notes are rendered to you.

### **13. ACCOUNTS**

We will issue our fee note either at the end of a matter or at regular intervals during the course of your case, depending on the amount of work carried out between any two specified dates. Payment is due within thirty days of the date of the fee note and we reserve the right to charge interest on the amount overdue at four per cent per annum over the Bank of Scotland base rate. If you do not pay our fee note on time, we reserve the right to cease from acting until such time as our account is settled.

### **14. ADMINISTRATION FEES**

You will be liable to pay us an administration fee to offset the costs incurred by us in carrying out any work not specifically included in the estimate. The amount of the administration fee will vary dependent on the work involved. Examples of the type of additional work which will incur an administration fee include, responding to queries about your file subsequent to completion of the work; retrieving information from storage; and correspondence, checking and processing of post-completion payments of the firm's fees or outlays.

### **15. LEGAL AID**

Where Legal Aid or Legal Aid Advice and Assistance is available to cover the work we are doing for you, we will assess your eligibility for the appropriate cover, explain the nature of the cover available to you and assist you in completing the requisite forms. Legal Aid is not always free. If you are legally aided and you make a recovery of any kind, you may be required to pay our fees in the case of Advice & Assistance or, in the case of Civil Legal Aid, to pay the sums recovered to the Scottish Legal Aid Board in the first instance. Your solicitor will explain these rules to you. If, following upon our assessment of your eligibility for Legal Advice and Assistance, you are found eligible but liable for a contribution, you will be expected to pay that contribution, as requested, before we commence work and we reserve the right to cease acting on your behalf until payment is received.

We are not obliged to act for clients on a Legal Aid basis and there are some work types where, although Legal Aid may be available, we will only accept instructions on a fee-paying basis. In these circumstances, we will explain that you may be eligible for Legal Aid but would have to instruct another firm to obtain assistance on that funding basis.

### **16. DEDUCTION OF FEES AND OUTLAYS AT SOURCE**

Where we receive sums which belong to you, we will be entitled, without recourse to you, to deduct from those sums all outstanding fees and outlays before sending you the balance. We will ensure that you receive an account detailing the funds received and the deductions made.

### **17. SALES AND PURCHASES OF PROPERTY**

Where you are selling property, we will deduct all outstanding costs, together with our fees, from the sale proceeds. This will be done as soon as reasonably 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.

### **18. 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 the sums are due to be paid. If this is not possible, we will require to be repaid by you within seven days of a request from us.

## **19. INDEPENDENT FEE ASSESSMENT**

The Auditor of Court is always available to provide a completely independent assessment of our fee for any piece of legal work carried out on your behalf. 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 case be responsible for 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 fee and we will pay the Auditor's costs. If, however, the Auditor confirms our fee is correct or indeed undercharged, then you will be responsible not only for the increased fee as assessed by the Auditor, but for the Auditor's costs.

## **20. 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 about your case until your fees are settled in full.

## **21. DISSATISFACTION**

If, for any reason, you are unhappy about the quality of the service provided to you 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, should you prefer, or if you feel your initial approach has not resolved your concerns, you can raise the matter with Ms Jane Dickers, our Client Relations Partner, who is based at our Peterhead office. Ms Dickers will ensure that any such complaint is fully investigated and that you receive a detailed response, subject to his Court and holiday commitments, within two working weeks. If you are still dissatisfied, you are always entitled to take the matter up with the Scottish Legal Complaints Commission, 10-14 Waterloo Place, Edinburgh, EH1 3DG. 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.

## **22. WHOLE AGREEMENT**

These Terms of Business, together with any initial letter to you and any schedule of costs, will form the whole agreement between us to carry out the work referred to in that letter. These Terms of Business will apply to all future business which we do with you, subject to any variation which may apply.

## **23. APPLICABLE LAW**

These Terms of Business are governed by the law of Scotland are subject to the non-exclusive jurisdiction of the Scottish courts.

## **24. INCIDENTAL INVESTMENT BUSINESS**

With effect from 1st December 2001, our firm has been licensed by the Law Society of Scotland to carry on incidental investment business. This means that our firm can act on your behalf in connection with investment business which is incidental to the main business which we would be carrying out on your behalf. This may involve commenting on advice relative to investment products being offered to you by other parties, the sale of shares, the cashing in of policies of insurance or pension policies and the splitting of investments and pension products in matrimonial cases. Our firm is not authorised by the Financial Services Authority under the Financial Services and Markets Act 2000 and we are not authorised to carry out any main stream investment business. Any incidental investment business carried out by our firm is insured by our firm's professional indemnity insurance policy arranged under the Law Society of Scotland's Master Policy and our clients are further indemnified by our firm's participation in the Scottish Solicitors Guarantee Fund. Clients who suffer loss as a result of any negligence or failure on the part of our firm in connection with incidental investment business will be compensated by the firm, whom failing by the firm's insurers, or from the Scottish Solicitors' Guarantee Fund which has unlimited liability. Any complaints relating to incidental investment business carried out by the firm can be dealt with in terms of the firm's internal complaints procedure as detailed within these Terms of Business, including the right of the client to complain firstly to the Law Society of Scotland, 26 Drumsheugh Gardens, Edinburgh, EH37 7YR (Tel: 0131 226 7411) and secondly to complain against any finding of the Law Society of Scotland to the Scottish Legal Services Ombudsman, 17 Waterloo Place, Edinburgh, EH1 3OL (Tel: 0131 244 3044).

## **25. GDPR**

In order to help you with your case, we will require to record, store and use your personal data. By signing and returning this document you are consenting that the firm can record, store and use your personal, sensitive and criminal offence data where such use is necessary for the provision to you of legal services. We will ensure that your data is controlled and processed in accordance with the applicable data protection laws. This means we will record and store your data carefully, ensure that it is only accessed by persons who have a legitimate reason for doing so, and that we will only retain your data for as long as it is necessary for us so to do. You should, however, be aware that Law Society Guidance requires us to retain files for specified periods of time, dependant on the work type, following the conclusion of the case.

If you have any questions about matters contained within our Terms of Business, you should address your query to the solicitor acting for you before signing.

**I CONFIRM THAT I HAVE READ AND UNDERSTOOD THE TERMS OF  
BUSINESS COVERING MY INSTRUCTION TO GRAY & GRAY LLP.**

**Signed:**

**Date:**