

## Terms of Business

**General:** These Terms of Business are to be read in conjunction with the terms of the engagement letter attached. Both these terms and the engagement letter shall form the basis on which we will provide the professional services to you. No variation shall be effective unless agreed in writing and signed by a Partner of Paterson Holms.

**Instructions:** Instructions may be given to us in writing or verbally. 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 require confirmation of this in writing.

If you contact us by email, we will assume that you will be happy for us to respond by email unless we hear from you to the contrary.

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 other(s) to do so. Where we do act for more than one person, each person for whom we do work is jointly and severally responsible for the instructions given to us and for payment of our fees and outlays in connection with that matter. If you do not understand what this means, please ask us to explain.

**Cost:** In the absence of a fixed fee being set out in the letter of engagement attached, the basis on which we shall charge you fee for a particular matter will be a lump sum, or will depend on the time spent carrying out the work or 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 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. In executry cases, our fees will be assessed and certified by the Auditor of Court. VAT is payable by you on all fees.

**Providing settlement funds:** In purchase and sale transactions, we will require the balance of any purchase and/or shortfall in cleared funds at least 7 working days prior to the scheduled completion date. To comply with Money Laundering Regulations, we will also require evidence regarding source of funds in compliance with the Regulations. We will require you to provide us with relevant principal Bank Statements etc to satisfy the Law Society Auditors as to the source of funding. We will also require to identify you for Money Laundering purposes and may require you to provide us with principal Passports and utility bills in satisfaction of the Statutory Regulations. In the event that we have not received cleared funds and/or satisfactory evidence regarding source of funds or identity, the transaction will in all probability not settle timeously and this may involve you incurring penalty interest and/or expenses. Where possible we will endeavour to provide you with details of all our requirements as soon as they become apparent.

**Invoicing:** We will issue our invoices either at the end of a matter or at regular intervals. Payment is due upon receipt of the invoice. If not paid within 30 days, we reserve the right to charge interest on the amount overdue at 4% over the Clydesdale Bank Base Rate. 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.

**Costs paid on your behalf:** Where fees, outlays and 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. If however, we do not do so, we will require to be repaid by you within seven days of your receiving a request for payment of the appropriate sum.

**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.

**Sales and Purchases of Property:** When you are selling property, we will deduct all outstanding costs together with our fees

from the sale proceeds as soon as practicable after the date of 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.

**Money Laundering:** The Proceeds of Crime Act 2002 and the Money Laundering Regulations 2003, which are aimed at preventing money laundering, impose certain legal requirements upon us. All clients will be asked to provide us with proof of their identity. If you fail to do so we may be unable to complete any transaction you instruct us in. In certain circumstances we are required by law to report to the National Crime Intelligence Service any evidence or suspicion of money laundering. We are also prohibited from notifying our client of the fact that a report has been made.

**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. 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 Mr Scott Cowie, our Client Care Partner. Mr Scott Cowie 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 are always entitled to take the matter up with the Client Relations Office at the Law Society of Scotland, 26 Drumsheugh Gardens, Edinburgh EH3 7YR.

**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 of the general rule) we will confirm this to you in writing.

**Copyright:** 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.

**Third Parties:** If we need to engage another professional on your behalf we will do so as your agent. We cannot be responsible for any act or omission of such a professional unless we have so agreed in writing.

**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 conditions that the Directors are jointly and severally liable along with the Company for payment of our fees and costs and any interest thereon.

**Relationship:** Paterson Holms will act on your behalf, please note that the Solicitor / Client relationship is with Paterson Holms and not with any member or employee of Paterson Holms.

**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.

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