

Standard Terms of Business

1. **The Work:** You have instructed us to advise you in relation to your specific legal matter/s. The work may expand to involve other areas of work on your behalf (eg prosecuting or defending court proceedings or entering into alternative forms of dispute resolution).
2. **Quality Service:** In all our dealings with our clients we aim to provide a high quality service, to find out what our clients want, and achieve it. We try to work quickly and efficiently, and we hope you find us friendly and approachable. At the end of the transaction we hope you will think our fee represents good value for money.
3. **Solicitor:** Mrs Farah Adams will be the solicitor dealing with this matter. Farah is the Principal Solicitor of Adams Law, a Sole Practitioner with an office location at the address below.
4. **Communications:** You can contact us by telephone between 9am - 5pm Mon - Fri, but preferably by email farah@adams-law.co.uk available 24/7 and we will use our reasonable endeavours to reply to you within 24 – 48 hours of receipt of your email. Alternatively you can contact us by post to the address printed at the foot of this letter and likewise we will use all reasonable endeavours to reply to you within a reasonable timeframe depending on the nature of your enquiry. We may also be available to meet with you outwith normal hours by prior appointment however our fee for such time will be increased by 50% to account for this service. We may be able to hold meetings with you at a location to suit you (and any travel time and travel costs will be chargeable to you), or we can arrange to meet you here in either of our offices in Blairgowrie or Edinburgh subject to our prior diary obligations. It may be necessary for us to contact you urgently and, if you have not done so already, please supply your mobile phone number and any other relevant contact number. Unless you advise us otherwise, we will contact you by email for all general communications regarding your matter. We will also communicate with you by post when sending or receiving certain types of documents. We will contact you by telephone for general communications but we may ask you to provide us with your instructions in writing for specific matters which we consider should be so instructed. While we may from time to time communicate with you by text, they will be restricted to minor matters only and not any matters relating to any material or substantial aspect of your case. Any messages received after 5pm will be responded to within the following 24 hours as per our timeframe for emails referred to above. We will communicate significant points about your matter only within a reasonable period of time. For the sake of clarity, we will not contact you if your input is not required or if there is no significant point to report to you to avoid incurring you in additional fee charges. We shall use our professional judgement as to what will constitute a significant point for reporting. In the event that you require updates where there is nothing to report to you, or require us to repeat/explain any of our correspondence to you, a further charge of £10 + vat per repeat correspondence on the same subject matter shall be applied to your account. If you contact us simply where there are no updates to give to you, a similar charge of £10 + vat shall be applied to your account for each such communication from you. If we require to contact you to repeat a request asking you provide any information or documents to be able to progress your matter a charge of £10 + vat will be applied to your account.
5. **Initial Meeting:** We will be happy to have an initial telephone discussion or meeting with you to decide whether we can be of assistance to you. Please ask us if you think you may qualify for legal aid under the Legal Advice & Assistance Scheme.
6. **Instructions:** Instructions may be given to us in writing or verbally. However we may require 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.
7. **The Money Laundering, Terrorist Financing and Transfer of Funds (Information on the Payer) Regulations 2017:** We are obliged by law, along with all other solicitors, to comply with all civil and criminal legislation currently in force. These require us to undertake identity checks on all clients and, notwithstanding any confidentiality issues (subject to “privileged” circumstances), to report to the authorities any transaction or activities we regard as “suspicious”. We are obliged to ask you to provide identification evidence. The regulations allow us to start work on your behalf but we must have the necessary documents within 7 days. If we do not receive them from you within 7 days, we have to stop all work on your transaction until the documents are produced. We are unable to accept payments in cash of more than £500, whether paid in at our offices or paid directly into our bank account. If we do receive a cash payment of more than £500 from you, you should be aware that it may take a minimum of 8 working days and a maximum of 40 days for us to obtain the necessary clearance from the authorities before we can use that money. You must confirm that any cheque you give to us will be a personal cheque from you drawn on a UK bank account in your name. If the funds come from any other source it may take a minimum of 8 working days and a maximum of 40 days for us to obtain the necessary clearance from the authorities before we can use that money. This will result in additional cost to you and it might result in your transaction not being completed when you had expected. The best solution is for you to avoid this possible complication by gathering the funds in an account in your name and then writing a cheque or arranging a CHAPS transfer to us from your own account. In addition to the foregoing, under the Proceeds of Crime Act 2002, we must also ask for relevant documentary evidence as to the origin of your source of funds such as paperwork regarding sale of a house, inheritance, savings or investments etc. Please therefore ensure that you can provide all such required documentation to avoid any delays in concluding the work you have asked us to carry out for you. From time to time to ensure we can keep your transaction on track, we may require to carry out additional checks by way of an independent Anti Money Laundering report, the cost of which will be in the region of around £10 - £15 which will be added to your account.
8. **Confidentiality and Data Protection:** We may process personal information about you, supplied by you or obtained on your behalf for providing legal services, and may pass it to our service providers and agents for this purpose. When we do this we will always take reasonable steps to make sure that the personal information is protected. We may also process personal information for any purposes required by law or by our professional regulator (such as anti-money laundering and evidence of identity checks) and for commercial purposes (such as creditworthiness checks, tracing and debt recovery). Otherwise, information passed to us is kept confidential and will not be disclosed to third parties. A copy of our GDPR policy is enclosed for your reference.
9. **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.
10. **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 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 you do not understand what this means, please ask us to explain.

11. **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. In order to comply with the money laundering regulations, we will require personal identification checks to be made for each director of the company.
12. **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.
13. **The 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.
14. **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 time scales wherever possible. We do attempt to meet any we give to do - 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 affected by the co-operation (or lack of it) we receive from other people outwith our control.
15. **Cost:** The basis on which we shall charge you fees will either be estimated as a lump sum or it may depend on the time spent carrying out the work or on some particular scale of charges appropriate to the type of work if a lump sum has not been quoted to you. The rate charged may change from time to time, however you will be advised of any change before implementation. Other types of work may be charged at different hourly rates. 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. Should the scope of the work be extended or become more complex than originally envisaged, then the fees would be adjusted accordingly. If a fixed fee is estimated to you, then if any unforeseen and unexpected work arises during the course of your matter then the firm's fees in connection with the above subject matter are to be based on an hourly rate of £200.00. They will be broken down into £20.00 per six minute unit or part thereof. Letters will be charged at 1 unit per page of 100 words or part thereof, and the drafting of deeds will be charged at 5 units per sheet of 250 words or part thereof. The hourly rate of £200.00 is inclusive of normal postages and incidental expenses but not special or recorded delivery, nor of any charges we may require to pay if you fail to pay full postage when sending correspondence to us. The said hourly rate will prevail as from 1st July 2018. In addition to fees, Value Added Tax may be payable. The foregoing hourly rate will be reviewed annually. Copying will be charged at the rate of 20p per sheet. Where a fixed fee is not estimated for you the above hourly rate will apply.
16. For any work we may carry out on your behalf under the **Will Aid Scheme** from time to time our legal fee is waived and payment will be made for charity to Will Aid per the terms stated on their website). This scheme runs through the month of November each year. If we are participating we attempt to plan ahead to be able to cope with the

demand, and start the process as soon as is possible taking into account our other caseload. If we find we have run out of time/not received the relevant information/instructions and/or require specific drafting other than a basic will/s during November, then we may add an additional fee payable by you for our further time taken to complete your Wills appropriately for you. We recommend that you respond to requests for information and/or meetings etc as soon as possible to avoid the matter becoming protracted.

17. **Independent fee assessment:** An external law accountant 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 Accountant. Unless otherwise agreed with you beforehand, we will in that event be responsible for payment of the Accountant'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 Accountant review your file and set an appropriate level of fee for the work done. If the Accountant reduces the amount of our original fee we will only charge that reduced amount and the Accountant may require us to meet his costs. If, however, the Accountant confirms that our fee is correct or undercharged, then you will be responsible for the Accountant's costs.
18. **Executry Fee Charges:** When feeing an Executry, every piece of correspondence and attendance is charged on a Time-on-Line basis, up to the date of obtaining Confirmation. The work involved is generally to: Provide a dedicated service to you; identify legally appointed executors and beneficiaries; obtain all necessary valuations of assets and liabilities of the estate; identify the type of Confirmation application forms required; provide relevant Confirmation and HMRC forms to make the application, make the application to the relevant court on your behalf; Obtain the Confirmation of Executors; engather all assets in the estate and settle all liabilities outstanding; if requested by you finalise the deceased's income tax affairs for the tax year to the date of death; Letters & phone calls with Banks/Buildings Societies regarding the sale or transfer of Estate; Letters & phone calls with Stockbrokers regarding sale/transfer of Estate; Meeting with Executors having withdrawal forms/stock transfer forms signed; Drawing up Stock Transfer Forms; distribute the estate in accordance with the terms of the Will; prepare a detailed account of the estate for the executors and residuary beneficiaries. An estimate of the fees calculated on the following sliding scale and based on Estate Value are as follows: -
 - Up to £50,000 £1,800 + vat
 - £50,000 - £100,000 £3,500 + vat
 - £100,001 - £325,000 £7,000 + vat
 - £325,001 - £650,000 £8,500 + vat
 - £650,001 - £2,000,000 £25,000 + vat
 In addition, we will advise you of the current Court fees and any other outlays at the time of your instructions. Timescales for dealing with a typical estate can be between 3 – 12 months. More complex estates can take upwards of 2 years to settle or longer depending on whether or not there are any disputes or difficult investigations to carry out before completion. In respect of Heritable Estate, the sale of a property is chargeable in the normal Conveyancing way. However if a property is being transferred the legal fee will be for drawing up the deed of transfer, e.g. docquet or Disposition or Notice of Title.
19. **Executries becoming Continuing Trusts:** The fees shall be modified to take account of the work connected with the Executry, in respect that it has become a continuing Trust. The work relating to the continuing administration of the trust shall be charged on a Time-on-Line basis.

20. **Professional Indemnity Insurance:** The cover is under the Law Society's compulsory Master Policy. The cover is provided by a panel of insurers, the lead insurer being Royal & Sun Alliance Insurance plc and their address is 200 St. Vincent St, Glasgow. Coverage of the insurance cover is worldwide.
21. **Estimates:** Any estimate 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 will require to increase our estimate to take account of this. We will inform you as soon as practically possible about this. Sometimes we will need confirmation of your ability to fund a transaction, and a payment to account may be requested.
22. **Payment terms:** For lengthy and prolonged matters, we will aim to invoice you regularly as the work progresses. Payment is due immediately upon receipt of the account by you. If not paid within this time we reserve the right to charge interest on the amount overdue at 4% over the Royal Bank of Scotland Base Rate. Our client bank details are noted at the end of this letter, should you wish to pay by bank transfer. Please note that if you are providing funds other than by a cheque drawn on an account in your name, then evidence of the name of the account on which funds have been paid from may be required, including a note of the account number and sort code. In some cases not involving sale or purchase of property, we may ask you to make payments to account of reasonably anticipated fees and outlays which would become due as the work progresses, and which payment would be placed on your client ledger pending the issue of either an interim or final fee note. We reserve the right to stop undertaking the work if we do not receive payment of any invoice within fourteen days of its' issue, or if we do not receive a payment to account of reasonably anticipated fees and outlays within seven days of our request or such shorter period as may be necessary. If at any time you do not accept our advice, we are entitled to stop acting for you and to be paid in full before we hand your files over to another firm of solicitors. In the event that we stop undertaking work for you and the work involves acting on your behalf on an ongoing court action, we will notify the court that we have stopped acting for you.
23. **Contaminated Land Liabilities:** In purchases, heritable securities and leases there must be addressed the issue of potential liabilities associated with contaminated land taking into account your own knowledge and expertise and the question of making enquiries of statutory and regulatory bodies and whether or not an independent site history investigation should be obtained. We shall use our best endeavours to deal with these matters on your behalf but ultimately they are your responsibility. For example, if land with contamination is purchased and matters are not addressed you may be liable for past contamination issues caused by previous proprietors.
24. **Legal Aid:** Where legal aid or legal advice and assistance is available and if we agree to carry out work under this system 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. You hereby authorise us to submit your application or applications to the Scottish Legal Aid Board on your behalf.
25. **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 are likely to be recoverable. You are liable for our fees and for 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. You are also liable for all fees issued by any court correspondent we may instruct on your behalf for attendance at court hearings and for all third party outlays incurred on your behalf for instructing such third parties such as expert/medical reports.
26. **Commission:** We shall provide details of any commission or other pecuniary reward we receive in connection with your affairs, if requested. Unless otherwise agreed, we reserve the right to retain such commission or pecuniary reward.
27. **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, and that upon issue of our relevant fee note or invoice.
28. **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 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. For a purchase of a property you hereby authorise us to submit the relevant Stamp Duty Land Transaction Return form on your behalf to HM Revenues & Customs.
29. **Costs paid on your behalf:** In addition to our fees, we may incur outlays or expenses to third parties in undertaking the work. Such outlays may include search fees, court fees, courier fees, registration fees, travel costs or the costs of obtaining documents. You will be required to reimburse us for these outlays. 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. They will appear on our invoices. If we engage other professional advisers (such as Counsel, experts or other law firms) in relation to the work, we will engage them as your agent, and unless we agree otherwise with you in writing, you will be responsible for their fees and outlays as well as your own.
30. **Negotiated Settlements** - Negotiating and completing settlement of claims for compensation or reparation on any ground whatever.
Minimum fee: 20 Units
- | | |
|----------------------------|------|
| Up to £2,500 | 25% |
| Over £2,500 up to £5,000 | 15% |
| Over £5,000 up to £10,000 | 7.5% |
| Over £10,000 up to £20,000 | 5.0% |
| Over £20,000 | 2.5% |
- In all cases, we have the option of charging a detailed account in accordance with Clause 14 above.
31. **Debt Collection Services** –
Where principal sum recovered is £500 or less – 20% of sum recovered. Where principal sum recovered is between £500 - £1000 – 20% of first £500 and 10% thereafter. Where principal sum recovered exceeds £1000 20% of first £500, 10% on next £500 and 5% thereafter. Where recovery is not effected – fee will be according to circumstances subject to minimum fee of £50. Judicial expenses, where recovered, shall be retained. Failing recovery, clients shall, in addition to fees detailed above, be liable for judicial expenses. Note:
- The fees quoted are fully inclusive of all meetings, telephone calls, letters and other work, and post and incidents. If, for reasons of unusual complexity or unforeseen circumstances, the amount of our fees will exceed the amounts stated, we shall of course give you prior notice of this wherever reasonably practical to do so.. Please also note that if the action is contested, we may use the services of another firm of solicitors to conduct any necessary court appearances; this is likely to prove more cost-effective for you since the firms which we use in such circumstances undertake a high

volume of general court work and charges for travel and court waiting time will therefore be minimised.

32. **Financial Services**

The firm of Adams Law has its principal place of business at 19 Newton Street, Blairgowrie PH10 6HT. The firm of Adams Law is not authorised by the Financial Conduct Authority under the Financial Services and Markets Act 2000. However, the firm is included on the Register maintained by the Financial Services Authority so that this firm can carry on insurance mediation activities, which is broadly the advising on, selling and administration of insurance contracts. This part of our business, including arrangements for complaints or redress if something goes wrong, is regulated by the Law Society of Scotland. The Register can be accessed by the Financial Services Authority website at www.fca.org.uk/register. The information provided above may be checked on the FCA's Register by visiting the FCA's website at www.fca.org.uk/register or by contacting the FCA on 0845 606 9966. The firm of Adams Law does not have any holding, direct or indirect, representing more than 10% of the voting rights of, or the capital in, an insurance undertaking. No insurance undertaking or parent of an insurance undertaking has a holding, direct or indirect, representing more than 10% of the voting rights of or capital in this firm. The contract of insurance on which this firm has provided advice or arranged has been selected on the basis of a fair analysis of the insurance market. This analysis was undertaken by reviewing the range of insurance products on the market. The firm of Adams Law has Professional Indemnity Insurance under the Law Society of Scotland of Scotland's Master Policy. The current level of indemnity on the Master Policy is £2m per claim. The firm of Adams Law is also covered by the Scottish Solicitors Guarantee Fund which is a fund established by Section 43 of the Solicitors (Scotland) Act 1980 for the purpose of making grants in order to compensate persons who, in the opinion of the Council of the Law Society of Scotland suffer pecuniary loss by reason of dishonesty on the part of a Scottish solicitor in connection with the practice of the solicitor. Any complaint which you may have about any service provided by the firm should be directed to the partner within Adams Law. Furthermore, you have a right to complain to the Scottish Legal Complaints Commission (website address www.scottishlegalcomplaints.com and telephone 0131 528 5111). The specific incidental financial business undertaken by this firm will be specified in a separate letter issued subsequent to these presents. The firm has limited and will limit its incidental financial business activities to deal with the items specified given the limited scope of activities allowed under the incidental financial business regime. The firm of Adams Law is licensed by the Law Society of Scotland to carry on incidental financial business under the Solicitors (Scotland) (Incidental Financial Business) Practice Rules 2004. Any commission, financial or other pecuniary benefit received from a third party due to the conduct of incidental financial business may not be retained by us without your written authority. We shall write you separately on any such matter.

33. **Banking Arrangements**

Special Deposit Interest Funds (Belonging to You) - We shall maintain a ledger account for funds held on your behalf and, in accordance with the Law Society of Scotland Rules, we shall hold such funds on interest bearing accounts when and where appropriate. In the course of the matter we may pay out from such funds any outlays due by you to third parties. The overall size of balances held for clients of the Firm enables us to arrange a competitive rate of interest from The Royal Bank of Scotland plc on the total of all of our clients' balances, and, while we can accept no liability for such deposited funds, the benefits of this interest rate are shared with our clients. We make no

charge for the collection of interest on our clients' deposits in such an account, but we are entitled to retain an element of the interest paid to us by the Bank. The rate of interest, gross, which you will receive where your funds have been placed on such deposit is Base Rate current from time to time at The Royal Bank of Scotland plc, minus 1.083%.

General Banking Arrangements - When holding funds on your behalf, such funds shall be placed in a Client Banking Facility with an Authorised Deposit Taker.

We may have Client Banking Facilities with a number of Authorised Deposit Takers. We reserve the right to change from time to time, without notice, the banks or other institutions with which we have Client Banking Facilities, provided that any such bank or other institution is an Authorised Deposit taker.

If you wish us to place your funds in a particular bank or other institution, you should advise us of this in writing in advance of sending funds to us or arranging that funds are to be remitted to us. If your preferred bank or institution is not one with which we have Client banking Facilities, we will investigate what arrangements can be provided by your preferred bank or institution but cannot guarantee to you that such arrangements can be put in place. Unless and until such arrangements can be put in place, we will place any funds received from you, or for you, with a bank or other institution with which we have Client banking Facilities. We will place funds on your behalf with such other bank or institution only if it is an Authorised Deposit Taker. We shall not be liable for the partial or even complete loss of your funds held in accordance with these Terms and Conditions of Business due to the failure of a bank, whether in whole or in part, or as a result of nationalisation in whole or in part, or as a result of takeover or merger. We do not hold ourselves out as offering, nor do we offer through these Terms and Conditions of Business or otherwise, advice as to the appropriateness of the use of individual banks for the deposit of funds, whether for funds held by us or otherwise. Nothing said or done by us under or by virtue of these provisions on Banking Arrangements is to be construed as such advice or recommendation. We shall not be liable for the sufficiency of or for any fall in the value of the bank of banks with whom such sums are so deposited from time to time or for the intrusions of any such bank.

34. **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 & items belonging to you, until payment.

35. **FILE RETENTION INFORMATION** - All client file paper documents are scanned and held electronically.

Simple Debt Collection - On completion i.e. after the time for appeal has elapsed.

Divorce and consistorial matters - Five years after final completion, e.g. after maintenance, residence and contact orders, etc., have ceased to have effect, or children have reached majority.

Civil court cases - Ten years after completion.

Summary cases - Three years. A copy of the complaint or indictment and a copy of the legal aid certificate should be kept indefinitely.

Executries - Ten years after completion although an executry may never be complete. Relevant documents and papers might be sent to the Executor for safekeeping since prior rights and legal rights only prescribe if not claimed in 20 years after becoming enforceable.

Continuing trusts - Ten years after the termination of the Trust.

Conveyancing transactions - Purchase: Ten years after completion- although the file may be of use until the property is subsequently disposed of.

Sale: One year later after completion (i.e. after implementing Letter of Obligation; dealing with any funds retained; and after Missives have ceased to have effect). –

Company work - Ten years after completion.

Other correspondence files - Five years after completion of the business.

Financial records - See Rule B6.1.1 (“required retention period”) and Rules B6.7, B6.8 and B6.9.

Money laundering - customer due diligence records - See Regulation 19 of The Money Laundering Regulations 2007. In addition it should be noted that the definition of accounting records in Rule B6.1.1 includes “client due diligence documents and client financial information obtained for the purposes of compliance with the Money Laundering Regulations” and that such accounting records should be kept for the “required retention period” which is defined in Rule 6.1.1. as being the “remainder of the financial year of the practice unit and a further six financial years”. Note: Certain records need to be kept for different periods to comply with HMRC / Statutory requirements.

36. **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 Mrs Farah Adams, in her capacity as Client Relations Partner, who is contactable by post at the address below or by telephone on 07719 855856. Mrs Adams will ensure that any such complaint is fully investigated, and that you receive a detailed response within ten working days. If you are still dissatisfied you are always entitled to take the matter up with the Scottish Legal Complaints Commission, The Stamp Office, 10 - 14 Waterloo Place Edinburgh EH1 3EG. Please note that if at any time, in the exercise of our professional judgement, we consider that there has been any attempt by a client to: a) send inappropriate, abusive, harassing, bullying or any other anti-social communications or b) unduly pressurise us to carrying out work which is contrary to the advice which we have given to a client, or indeed contrary to the guidelines under which a solicitor in Scotland must adhere, we owe a duty of care to ourselves and our employees and we reserve the right to immediately withdraw from acting for that client and to render our invoice for the outstanding fees, outlays and expenses due to us. We also reserve the right to retain any title deeds, files or other papers & items belonging to you until payment is received in full. 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 Manager.

37. **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.

38. **Acceptance:** These Terms of Business are held as accepted as regulating our relationship. For removal of any doubt whilst our preference is for you to write to us to confirm acceptance by the issue of these Terms of Business and by your instructing us to proceed, irrespective of whether you issue a written acceptance, they are held as accepted by your continuing to instruct us.

39. **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..

The Money Laundering, Terrorist Financing and Transfer of Funds (Information on the Payer) Regulations 2017

Under the above Law we must verify your identity and obtain documentary evidence of the source of any funds you may require to transfer to our firm's Clients Account. To enable us to verify your identity in the first instance, we need two pieces of evidence – **one** to prove your name and **one** to prove your place of residence. We reserve the right to withdraw from acting on your behalf if you fail to provide us with the information and documents requested from you and any other items required in connection with our Money Laundering Procedures. If you will require to transfer any of your own funds into our client account at any point during your transaction please have ready the evidence of where your funds have originated from together with your bank statement showing the funds in place. After transfer of funds you must provide us with your bank statement confirming the funds have been transferred from the same account we verified for you at the outset.

We need you to provide **original documents – one from list A and one from list B**. You cannot use one form of identification for both name and address. For example, if you provide your driving licence as proof of your name you must provide another form of identification for your address, such as a utility bill.

LIST A - Proof of Name by Photographic Identification wherever possible

- Current signed passport
- EEA member state identity card
- Cheque drawn on an account in the name of the client with a bank in the UK or EAA
- Residence permit issued by Home Office
- to EEA nationals on sight of own country passport
- Current UK or EAA photo-card driving licence
- Current photocard UK driving licence – old style. *Provisional driving licences will not be accepted*
- Benefit book or original notification letter from the benefits Agency confirming the right to benefits
- Photographic registration cards for self employed, individuals and partnership in the construction industry
- Firearms Certificate or Shotgun Licence
- Original birth certificate (UK birth certificate issued within 12 months of the date of birth in full form including those issued by UK authorities overseas such as Embassies High Commissions and HM Forces)
- Bus Pass

LIST B - Proof of Address:

- A recent (within last three months) utility bill or statement (gas, electric, satellite television, landline phone bill), or a certificate from a utilities supplier confirming an arrangement to pay for services on pre-payment terms (*not mobile telephone bills or credit card statements*)
- Local council tax bill for current year
- Current full UK driving licence – old style provisional driving licences not accepted
- Bank building society or credit union statement or passbook containing current address (within last three months)
- A recent original mortgage statement from a recognised lender
- Solicitor's letter confirming recent house purchase or land registration confirmation of address
- Local council or housing association rent card or tenancy agreement
- Benefit book or original notification letter from the Benefits Agency confirming the right to benefits
- EEA member state identity card
- HMRC self-assessment statement or tax demand
- House or motor insurance certificate
- NHS Medical card or letter of confirmation from GP's practice of registration with the surgery
- Council or housing association rent card or tenancy agreement for the current year