

GENERAL TERMS OF BUSINESS

Terms of Business of HANN & CO, Solicitors Ltd (trading as Hann & Co Solicitors and Estate Agents)

Our offices are located at

- 83 Princes Street, Edinburgh, EH2 2ER (Tel: 0131 235 2100 and Fax: 0131 2020 911)
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Email: info@hannandco.com

Website: www.hannandco.com

Our commitment is to provide you with a quality professional legal service

These General Terms of Business are intended to make clear the way we carry out work on your behalf. This benefits us both by setting out where we stand at the beginning of our relationship and should avoid any misunderstanding or uncertainty in the future. **These General Terms apply to the extent that they are not incompatible with any written agreement to the contrary or the extent that they conflict with the covering letter.**

If you have any queries about any of the following terms and conditions, please ask and we will be happy to explain.

1. **Introduction:** These conditions of business apply to all services supplied by us, Hann & Co to you, the client, and are subject to any Letter of Engagement or other written agreement. By instructing us you are deemed to agree that you accept these conditions of business which will remain in force until replaced.
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 fees are fair and reasonable.
3. **Contacting us:** We are open from 9 a.m. to 5 p.m. Monday to Friday. Our telephones are answered from 9am to 5pm, Monday to Friday. If the person concerned is unable to take your call, or if we are closed for a local or statutory holiday, you can leave a message on our answering machine or voicemail service. Our fax line is open at all times and we can also be contacted on our email address: info@hannandco.com. If you contact us by e-mail you should telephone us to confirm delivery of the e-mail. We are also available to meet with you outwith normal hours by prior appointment.
4. **Instructions:** As your solicitors we rely on and act on the instructions and information you give us. You should not assume that we have knowledge of any additional factual matters. 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. We will advise you of the effect of any such change. If you are a Company or Partnership or Limited Liability Partnership or a Trust, husband wife or multiple clients we shall be entitled to take instructions from any one of you on your behalf. If any particular individual or a limited number of individuals only have authority to give instructions you must inform us of this as soon as possible at the outset of the matter. We will not accept verbal instructions to alter payments by cheque or bank transfer and will only act on written instructions in terms satisfactory to us.
5. **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. We do attempt to meet these - 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.
6. **Contracts:** It is usual in Scotland for us, as your agents, to enter into legally binding contracts on your behalf. If there is any change in your instructions you must notify us immediately.
7. **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.
8. **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, we assume 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.

9. **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.
10. **Confidentiality:** Information passed to us is kept confidential and will not be disclosed to third parties unless authorised by you or required by law.
11. **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.
12. **Our fees and outlays:** The basis on which we shall charge you fees for a particular matter will either be a fixed fee or will be charged on a detailed basis whereby you are charged an hourly rate and each item of work is charged on the basis of a unit charge multiplied by a figure based upon the item of work such as the time involved (commonly called "time and line"). We will make clear to you in our covering letter if a fixed fee applies to this instruction or any part of it.

We have more fully set out the detail upon which we calculate our fees and outlays in carrying out our services in Schedules 1 to 3 which are annexed hereto. Schedule 1 sets out our general terms and conditions in relation to fees. Schedule 2 details the basis of charging and unit charges for any given item of work. Schedule 3 set out terms relating to outlays that may be incurred during the course of our instruction. If we have agreed to act on a speculative basis, these terms of business are subject to our Special Schedule applicable in such cases which we have included herewith.

13. **Litigation:** Court and tribunal work carries unique risks and considerations. Accordingly, Schedule 4 sets out various additional terms which are incorporated in to these terms when you instruct us in relation to litigation.
14. **Records:** at the end of the work and after we have been paid, we will return to you at your request any relevant documents or papers which belong to you. Our files are stored and thereafter destroyed in accordance with The Law Society of Scotland's guidance. If you have any particular requirements regarding the storage or destruction of your files please let us know and we will do our best to comply.
15. **File Scanning:** We are required by the rules of The Law Society of Scotland to keep the file which we hold on your behalf. In certain cases we are required to keep the file for up to 10 years. It is our firm's policy that at the end of each transaction or piece of work the file is scanned onto a CD-ROM which is then retained in our office for safe keeping. After a period of six months, the paper file is destroyed. This will allow quick retrieval of any information from the file on CD-ROM. The charge for the scanning ranges from £10 plus VAT to £20 plus VAT and a note of the charge will be included in your fee note as an outlay.
16. **Legal Aid:** Where legal aid or legal advice and assistance is available 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. However, if any money or property is recovered or preserved on your behalf as a result of the work carried out under the scheme, then in most circumstances the regulations require you to pay your own legal expenses from that money or property. We will enclose with this agreement a publication from the legal Aid board explaining this should you be a legally aided client.
17. **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. If you change agents and a party introduced by us purchases your property, you are still liable to pay our estate agency and conveyancing fees and outlays.
18. **Property Sales:** If you are selling a property we require to give a guarantee at completion of the sale that the Registers are clear of any entry prejudicial to your title. *This guarantee is backed by our Professional Indemnity Insurance*, but it is a condition of the insurance that you must advise us of all Mortgages, Standard Securities, Charges or Inhibitions affecting you or the property. You must tell us about any of these and if you are in any doubt about this, please consult us immediately.
19. **External Advice:** Depending on what is involved, the work we undertake for you may require additional specialist advice, from for example, surveyors, accountants, actuaries or other professionals and we may

recommend that such advice ought to be sought. You will be responsible for the charges.

20. **Limitation of Liability;** The total aggregate liability (including liability for interest) of Hann & Co, its Directors and employees, whether in contract or delict (including negligence or otherwise) to you arising from or in connection with the work carried out by us on your behalf shall not exceed the level of professional indemnity insurance cover for the time being at the date of intimation of any claim relative to such work (further details of our indemnity insurance cover are available on request). This limitation applies notwithstanding any express or implied term or condition of our letter of engagement but will not apply to any acts, omissions or representations which are criminal, dishonest or fraudulent on the part of Hann & Co.
21. **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 until payment. In claims for compensation for personal injury we are willing in certain circumstances to take on the claim on the basis of no win no fee provided a written success fee agreement is entered into between you and us at the outset. Insurance cover to meet your opponents' expenses/costs in the event that your claim is unsuccessful is available in suitable cases where a success fee agreement is in place. In the event that we receive a cheque made payable to yourself and we are due money for fees and outlays we will deposit the cheque in our clients account and deduct the sums payable to us and forward the balance to you. (See schedule 2 attached).
22. **Money Laundering:** We may need to ask you for proof of identity and for other information such as the source of any funds passing through our hands in connection with the Money laundering Procedures. We are obliged to comply with Law Society Regulations and also the Money Laundering Procedures in force from time to time and Anti-terrorism matters including the Proceeds of Crime Act 2002. Under certain circumstances we may be obliged to disclose information regarding client's transactions to the relevant authorities where such information suggests or tends to suggest that a client has been involved in actual or attempted money laundering or actual or intended terrorist activities.
23. **Data Protection:** For the purposes of data protection legislation please note that by instructing us you accept and agree that personal information about you will be held on our computer system. We may hold and process personal data (including sensitive personal data) concerning you and your affairs for the purposes of providing legal financial and other professional services to you and giving you marketing information on our services. We may pass this information to other persons for use by them to perform services which are reasonably necessary for us to perform our services to you. You also expressly consent to us sharing your personal data including sensitive personal data with other parties who provide services with us including those located outwith the European Economic Area and including entities located in territories which do not provide adequate protection of personal data subject to us ensuring compliance with the General Data Protection Regulation. Nothing herein contained allows us to do anything that would be in contravention of the GDPR.
24. **Outsourcing:** Hann & Co may from time-to-time outsource work including that relating to the provision of legal services to you to external parties including business process outsourcing providers, external legal services providers, consultant solicitors, local agents, and locum solicitors. However, the agreement for provision of legal services remains with Hann & Co.
25. **Banking:** If your business involves us holding money on your behalf you should be aware that we currently have arrangements with the Clydesdale Bank and The Royal Bank of Scotland but may from time to time select other financial institutions. In the event of insolvency of banks or other financial institutions there are limits on the amounts which are guaranteed under the Government backed compensation scheme. At present it covers individuals for certain amounts up to £75,000. Further information on this will be made available on application. If you wish other arrangements to be made you must let us know.
26. **Incidental investment business:** In some cases when we are gathering in assets and holding assets such as shares or other investments we will hold them in our deed safe to your order. If we arrange financial investment or dispose of shares or other assets via an independent financial advisor or other third party regulated by the *Financial Services Act* on your behalf and a commission is paid to our company, then we will disclose the commission to you and agree the distribution of the commission with you.
27. **Business introductions, commissions and referrals:** We always seek to use the most appropriate provider or source for work carried out on your behalf or services which are required to deal with the matter in relation to which you have instructed us. We, our associates and our staff often develop close relationships with service providers and incur time and expense in developing this relationship and keeping them apprised of the standards required to service our clients' needs. Sometimes when we refer you to another service provider or incur an outlay on your behalf we, our associates or our staff receive a fee-share (from

other solicitors) or commissions in respect of the same. This compensates us for the time incurred in developing these pre-existing relationships with the service providers. It is sometimes paid due to our volume of business. In any event, by instructing us and agreeing to these terms you hereby agree to us, our associates and our staff being able to retain any fee-shares or commissions, agree that they wholly belong to us (or our associates or staff as the case may be), waive any right to payment of the same, and explicitly agree that we (or our associates or staff) do not hold these monies on trust for you. This is subject to the preceding paragraph.

28. **Limitations and exclusions:** We will use reasonable skill and care in the provision of our services. This may involve the consideration of the level of risks or prospects of success and you accept that is done on the basis of information available to us. Therefore you accept that the decision on accepting any risk is for you. We are not liable for any advice or opinions given to you by third parties whether or not recommended by us. Our services are provided for you as our client only and no other person may use or rely on them nor derive any rights from them. Drafts or other provisional advice should not be relied upon as our final view of any matter. Our advice is given in accordance with the law as it exists at the time that the service is provided. We will not be responsible for any changes after the matter was concluded. We are not liable for any indirect loss or damage or any loss of profit or other consequential loss. We are not liable for the loss of money held on your behalf with any bank or other financial institution if such loss arises from the insolvency or other failure to make payment on the part of such bank or institution for reasons out with our control.
29. **Complaints:** We aim to provide a high quality service to all our clients. However, if for any reason you are dissatisfied with any aspect of the service provided to you please raise the matter as soon as possible with the Partner responsible who will endeavour to deal with this to your satisfaction. If you are still not satisfied please write to the Client Relations Partner George Hann specifying your complaint. The Client Relations Partner will then deal with the matter in accordance with the standards laid down by the Law Society of Scotland. If you are not satisfied after discussing matters with our client relations partner then you can write to the Scottish Legal Complaints Commission to ask them to deal with your complaint. The SLCC's address is Scottish Legal Complaints Commission, The Stamp Office, 10 - 14 Waterloo Place, Edinburgh, EH1 3EG (Tel 0131 201 2130).
30. **Termination:** Either you or we may end our appointment at any time. If the appointment is ended all fees (including any cancellation fee) and outlays are due for payment immediately. We reserve the right to retain papers and titles pending payment of outstanding sums due.
31. **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.
32. **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.

THANK YOU FOR CHOOSING HANN & CO SOLICITORS

SCHEDULE 1: FEES AND OUTLAYS GENERALLY

1. **Cost and fees:** Depending upon the nature of the work we will either charge you a fixed fee (explicitly stated as such in our covering letter) for an item of work or (more commonly) charge you on a detailed basis ("time and line"). Sometimes we act on a speculative (no win, no fee basis), particularly for personal injury matters and where we do this a different feeing arrangement may apply and we will advise you of this and the terms that apply separately. In assessing our fees we also sometimes adjust them, and are entitled to do so, to 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. VAT is payable by you on all fees.
2. **Fixed Fees and Quotes:** Where we agree with you a fixed fee this will be what you pay us unless the matter becomes more complex or you give us instructions which are outside the scope of the work originally quoted. A fixed fee is different to a quote which is an estimate and where we give you a quote or estimate you should realise that the amount the work ends up costing may be more or less than that originally quoted.
3. **Detailed Basis:** When we are charging you on a detailed basis then the hourly rate of our staff and other conditions set out in this schedule shall apply and their work shall be charged in accordance with the units rates set out in Schedule 2.
4. **Charging Rates:** Our Charging rate for Solicitors and other fee-earners is charged in units and there are ten units per hour. The charging rate varies depending upon the skill, seniority and experience of the fee-earner.

The unit rates (1/10th hour) are shown in the attached Schedule of Unit Charges (excluding, for the avoidance of doubt, VAT):

5. **Additional Fees:** Whilst our fees, as stated above are critically determined by the time involved, we may revise our fees by reference to the matters mentioned in paragraph 1. Further, attendance outwith normal office hours may be subject to an increased hourly/unit rate as follows:
 - (a) Attendance during week-day evenings or early mornings between 5pm to 8pm and 7am to 9am - 120%
 - (b) Attendance during week-day nights between 8pm to 7am or anytime during the weekend - 175%

Attendance during major public holidays, etc.. may attract a further fee increase.

6. **Fees not to include outlays:** Fees quoted or estimated are also exclusive of outlays which are payable in addition and you are liable to reimburse immediately all outlays incurred by us for you such as court costs, counsels fees, search fees, registration fees, stamp duty and property advertisements. We reserve the right to request an advance payment from you to cover expected fees and outlays. If payment is not made we may withdraw from acting for you.
7. **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, unless otherwise agreed with you at the outset
8. **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. If, however, we are unable to advise you in advance, we will require to be repaid by you within seven days of your receiving a request for payment of the appropriate sum.
9. **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 may require to increase our estimate to take account of 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.
10. **Payment:** Fees are payable on issue of the Fee Note. A Fee Note is issued on completion of the transaction but we will charge interim fees which may be on a monthly or other basis as agreed with you. We may deduct from any monies held for you any fees and outlays due to us.
11. **Joint liability:** When you and others are joint clients you will each be jointly and severally liable for fees and outlays which mean that we may recover the full amount from any one of you.

12. **Accounts:** We will issue our account either at the end of a matter or at regular intervals. Payment is due within 14 days of the date of account. If not paid within this time we reserve the right to charge interest on the amount overdue at 4% over the Clydesdale Bank PLC 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
13. **Transaction settlements** Property and other transactions are usually settled by remitting funds from our Clients Account. To comply with Law Society of Scotland Rules we must have cleared funds in that account and it is your responsibility to arrange to let us have cleared funds in our hands prior to the settlement. You may do so by direct bank transfer or cheque but you should note that cheques can take up to one week to clear and you must allow for this. Please note that if you do not do so we may not be able to settle the transaction on the due date in which event you will not be given entry and may be in breach of your Contract with the sellers. In Scotland, transactions involving property usually settle by cheque. In any circumstances, were we are paid by cheque, we will require the cheque to clear before we can remit funds to you.
14. **Independent fee assessment:** In the event that you are dissatisfied with our assessment of your fee, then you can ask for our file to be remitted to the Auditor of Court who will independently assess the fee payable. You must notify us in writing within 14 days. In these circumstances we shall forward our file to the auditor of court or a law accountant for independent assessment. If the Auditor assesses our fee as less than the amount we had previously billed for then this sum will be due. If the auditor assesses our fee at equal to or greater than the amount we had previously billed than you shall be liable to pay the fee assessed by the Auditor. The Auditor also may find you liable for the expenses of the Audit/Taxation including the Auditor or Law Accountant's fee.
15. **Post and Incidents:** We reserve the right to make a charge postages, telephone calls, miscellaneous copyings & incidents @ 5% plus VAT thereon.
16. **Minimum instruction fee:** Our minimum instruction fee is £450 plus VAT, outlays and posts unless otherwise agreed.

HOW TO PAY:

BY CASH Payments may be made to the undernoted address which is open from 9am to 5pm Monday to Friday. Acceptance of cash payments are subject to our own risk and money laundering policies.

**BY DEBIT/
CREDIT CARD** Payment can be made at the undernoted address and by telephone. The following cards are accepted are - Switch; Visa Delta; Solo Electron; and Maestro.

BY POST Payment by cheque or postal order should be made payable to "Hann & Co" and sent to the undernoted address. Payment by cash must be sent by registered post. Receipts will be issued for all payments. PLEASE REMEMBER TO INCLUDE YOUR FULL NAME AND ADDRESS

All correspondence and payments should be sent to the office dealing with your matter.

PLEASE NOTE THAT IF YOU DO NOT RETURN THE ENCLOSED ACCEPTANCE SLIP AND CONTINUE TO INSTRUCT US, WE WILL ASSUME YOU ARE SATISFIED WITH THE TERMS OF ENGAGEMENT.

HANN & CO

SCHEDULE 2: UNIT CHARGES FOR WORK CARRIED OUT

The hourly rate that we charge for different levels of fee earner have been set out our terms of business. Time is billed in 6 minute units and an hour is divided in to 10 units.

However, legal work can be complicated and certain tasks are not easily recorded on a time basis, a typical example is that a fee earner may dictate a letter which is then transcribed and sent out by their staff. In line with industry practice adopted by other solicitors and which has been in longstanding use, in order to convert an hourly rate or unit charge into a charge for any given task on a file, certain tasks (such as sending correspondence) are charged at a set number of units based upon a variable (such as the word count). For example, a 200 word letter would be charged at 2.5 units.

For the sake of simplicity, in this schedule a "page" is defined a 125 words or part thereof and a "sheet" is defined as 250 words or part thereof. This is consistent with industry practice.

Please note that the detailed charges detailed in this schedule do not apply to any instruction or particular item of work (or part thereof) where we have agreed a block or set fee for that instruction or item.

Drawing up documents

The fees for framing and drawing up documents (other than correspondence) are as follows:

- (a) Documents with a high degree of legal content including: deeds, documents of contractual effect or intended to have contractual effect, court writs, pleadings, motions containing significant detail or reference to statute or other legal authority, memorials for Counsel's Opinion or detailed letters of instruction to Counsel: **5 units per sheet**
- (b) Other detailed documents not containing a high degree of legal content (not elsewhere specified) including: financial statements, accounts, inventories, affidavits (excluding the notarisation), precognitions/statements, schedules, minutes of meetings, detailed file notes where required, , simple debt recovery writs, etc.: **3 units per sheet**
- (c) Pro-forma documents with variable and standard clauses inserted (where only brief and basic information to be entered): **2 units per sheet**
- (d) Intimation and Certificates: **1 unit per sheet**

Revising documents are charged at half the rate for drawing.

Where any documents requires a significant amount of research, preparation or other work to draw over and above that which would ordinarily be required for such a document then we reserve the right to charge an additional amount on the basis of the time actually incurred.

Perusing documents received is charged **1.5 units** (per sheet) or on the basis of time engaged in perusing where it is apparent to the perusing fee earner that to charge on such a basis is more accurate, fair, reasonable.

Correspondence

Letters, faxes, emails and letters with cheques (per page): **1.25 units**

Formal letters and circulars: **0.5 units**

Copy letters (same letter to several people) for 2nd subsequent letters (per page): **0.5 units**

Telephone Calls

Telephone calls are charge on a time basis each 6 minutes (or part thereof) are charged at **1 unit** each

Formal telephone calls: **0.5 units**

Copying

No additional charge for less than 50 black and white A4 sheets

Where copying is 50 or more (per sheets): **0.02 units per black and white A4 sheet**

Colour copying will be charged at **0.6 units per A4 sheet**

Nevertheless, specialist copying (such as plan copying, non-A4 page sizes, etc..) will be subject to an increased fee and should we outsource copying this will be charged at cost (if greater than the fee that would otherwise be chargeable).

Acting as Notary

Notarial certificates and attestations and similar acts including notarising court affidavits (note this does not include the drawing or revising of the document): **3 units**

Notarial copies per sheet: **1 unit**

All other matters

The time spent on all other matters including considering matters perusing documentation, attending you in person, travelling, collating documents, preparing bundles, attending Court and all other personal work undertaken on the file are charged on the basis of the time actually spent and recorded. Each 6 minutes (or part thereof) are charged at **1 unit** each.

Commitment and Cancellation Fees

Fee to cover abortive or cancelled hearings, meetings, consultations, attendances, etc.. where these are cancelled within 7 days (or 14 days if the hearing, meeting, consultation or other attendance is booked for 2 days or more):

- If cancellation is within 24 hours of the hearing, etc.. (48 hours if it was booked for 2 days or more) or if a hearing is aborted when attended: 50% of the fee that would be payable for the whole of the cancelled hearing, meeting, consultation or other attendance (or the non-abortive portion).
- Otherwise a fee equal to 25% of the fee that would be payable for the whole of the cancelled hearing, meeting, consultation or other attendance (or the non-abortive portion).

SCHEDULE 3: OUTLAYS

1. Outlays are charged to you at cost and itemised within our Fee Notes and Accounts. These are charged to you at cost. It is impossible to detail all of the possible outlays that may incur in any given case but to you an indication of some of the outlays which may be incurred we have set out details below of the same and advice on the same.
2. **Reports:** Legal business can require to the instruction of various reports including medical reports, surveyors reports and locus reports.
3. **External Advice:** Sometimes in order to properly advise you or attend to your instructions, we may need to take external advice or instruct an expert witness. This could be (for example) an accountant, medical expert or a surveyor. The costs for this are payable by you at cost.
4. **Sheriff Officers' Fees and Messengers-at-Arm's Fees:** The service of court process, execution of certain court orders and diligence requires to be carried out by Sheriff Officers (for Sheriff Court matters) and Messengers-at-arms (for Court of Session matters). There fees are set out in the relevant legislation (an Act of Sederunt) but depend on the nature of the work and circumstances in which it is to be carried out. We are happy to discuss with you the likely costs prior to instructing Sheriff Officers and Messengers-at-arms.
5. **Counsel's fees:** Where a matter involves novel or complex arguments or consideration, or if the matter is high value then it may be appropriate to instruct Counsel. Counsel can be advocates or solicitor-advocates who are specialist litigators who are called upon to deal with complex, novel and high value issues. The decision as to whether or not to instruct Counsel lies with the client and you are free to ask us to instruct Counsel even in cases where we would not ordinarily suggest it. Where possible we will ascertain the likely cost and basis that Counsel will charge prior to instructing Counsel.
6. **Private Investigators:** It will often be the case that investigations will be required to fulfil your instructions and adequately deal with the legal business which we are attending to, in these circumstances we **may** on occasion instruct external private investigators, tracing agents, enquiry agents to undertake this work rather than carry out the work in-house.
7. **Travel:** Where the nature of the matter is such that it is necessary or desirable for our staff to attend at a place other than our offices or to travel in the course of working on the matter we shall charge you an outlay for the costs incurred in so travelling (separately to a cost for the time incurred in travelling). Where the travel is

carried out otherwise than by way of private motor vehicle our staff will travel, at our option, in Business Class or First Class accommodation or equivalent. Travel time is charged in addition to this in accordance with schedules 1 and 2.

8. **Mileage:** Where travel is carried out by private or a firm vehicle mileage will be charged for necessary travel from our Offices or other relevant location at the current HMRC rate which is currently 45p per mile (exc VAT). Parking will be charged as an outlay and may be subject to VAT.
9. **Subsistence and Accommodation:** Where attendance to the business in relation to which you instruct us requires overnight stay away from the area of our office in which the relevant member of staff ordinarily works then the costs of the accommodation, subsistence, etc. will be charged to you at cost this includes hotel costs, meals, etc.
10. **Account preparation and Audit:** Use of a Law Accountant or Auditor of Court in the preparation of your fee will be charged as an outlay. This does not affect your right to have your file sent for independent taxation. If fees are prepared by us, you will be charged on a time on line basis as indicated above.
11. **VAT:** Depending upon the nature of the Outlay, we are sometimes required to add VAT on to the Outlay amount in accordance with the relevant VAT Legislation and HMRC guidance.

SCHEDULE 4 - EXECUTRY ESTATES & TRUSTS

1. Administration of Executory Estates

Unless otherwise agreed, the following may be charged in accordance with Part 3

- Making all investigations to ascertain the particulars and value of the estate passing on death, (including inter vivos gifts), debts and encumbrances affecting the estate and the estate to be included in the appropriate inheritance tax accounts.

(Where stocks and shares are held by a nominee company or under a portfolio management arrangement, the minimum rate for investigation will be 0.25%).

- Preparing and giving up inheritance tax Inventories and other accounts.
- Obtaining confirmation and any eik to confirmation
- Resealing confirmation, probate or letters of administration and obtaining or making certificates or copies
- Preparing deeds of assumption or resignation of trustees and deeds of appointment or apportionment
- Preparation of deeds implementing provisions of will or intestacy
- Calculations and discharge of prior rights, legal rights, deeds of election where formal deeds prepared
- Receipts or discharges for pecuniary and specific legacies
- Discharges of provisions and residues (NB Discharges will normally be prepared by the solicitor for the trustees or executors and paid for by the estate, but a beneficiary who is independently advised shall pay his own solicitor's revising fee.

Residuary legatees entitled to payment at different dates shall each pay for the discharge granted by them and for the conveyance and transfer of their share of the estate unless the trust deed otherwise provides

- Discharges of trustees or executors not otherwise provided for, including ratifications by beneficiaries
- Dispositions, assignation or conveyances of a beneficial interest
- Examining deeds on behalf of beneficiaries concurring in conveyance
- Expediting special or general service
- Appointment of executor-dative and preparing bond of caution
- All tax work in respect of income tax, capital gains tax, inheritance tax and stamp duty land tax, etc.
- Any other individual items involving documents and papers, time, correspondence, telephone calls, copyings, etc.

Commissions on collection of revenue and capital transactions will be charged in accordance with paragraphs 2 & 3 below

Specific items of work separately chargeable under any other part of this schedule shall be charged under the provisions of the appropriate part

2. Commissions on collection of Revenue in Executory Estates

A percentage commission may be charged at rates not to exceed the maximum values indicated in this paragraph

- Interest and dividends on stocks and shares collected by us - up to £1000 - 5%, on the next £4000 - 3.5%, on the balance over £5,000 - 2%
- Interest on heritable securities and other miscellaneous and periodical payments - not exceeding 10% of the actual amount received.

3. Commissions On Capital Transactions in Executory Estates

A percentage commission may be charged at rates not to exceed the maximum values indicated in this paragraph.

3.1. Realising capital for any purpose other than re-investment for the same client

- a) Money forming part of the original estate uplifted from banks or building societies: 0.50% to 1.00% on a sliding scale namely; on each payment of up to £30,000 - 1%. On the balance over £30,000 - 0.50%
- b) Policies of assurance not exceeding 1% (sliding scale as above)
- c) Heritable property:- in accordance with Schedule 2;
- d) Stocks, shares and other securities realisable on the Stock Exchange
 - (i) on the first £30,000 of each sum - 1.5%
 - (ii) on the next £30,000 of each sum - 1%
 - (iii) on the balance over £60,000 - 0.75%
- e) Other stocks, shares and securities not realisable on the Stock Exchange and interest in private partnerships - 1% to 5% (this does not cover the investigation of unquoted investments, for which fees will be charged in accordance with Schedule 2)
- f) Book debts, etc - 1% to 10%
- g) Miscellaneous property - 1% to 7.50%
- h) Bonds - 0.5%
- i) National savings - 1%

3.2. Investing or re-investing Capital

On the first £30,000 - 0.75%

On the next £30,000 - 0.50%

On the balance over £60,000 - 0.25%

Where securities or other assets in executory estates are not realised but are transferred to beneficiaries direct - 0.25% to 1.50% on the total transfer value or in accordance with Schedule 2.

4. Executories becoming Trusts

Work relating to the continuing administration of the trust will be charged in accordance with paragraph 5 below or Schedule 2 above.

5. Administration of Trusts

A percentage commission may be charged at rates not to exceed the maximum values indicated in this paragraph

Income

Where we collect income and distribute it among beneficiaries we will normally charge for the collection of income on the following basis;

- a) on interest and dividends on stocks and shares,

Where individual payments are up to £1,000 -	5%
On the next £4,000	- 3.5%
On the balance over £5,000	- 2%
- b) Rents, interest on heritable securities, and other miscellaneous and periodic payments - a percentage not exceeding 10% of the actual amount received.
- c) Where the work involved is greater than normal, e.g. where there are a large number of beneficiaries charges may be made in accordance with Schedule 2.

Capital

- a) Realising capital of the Trust Estate, as in paragraph 3.1. above
- b) Investing or re-investing capital, as in paragraph 3. 2. above
(the sliding scales may be varied depending on the particular circumstances and amounts involved)

6. Trusts and Wills

Creation of Wills and Trusts and other work for Testators, Trusters and Trustees

All work in connection with the drafting and creation of wills, trust dispositions and settlements, inter vivos mortis causa and marriage contract trusts, codicils and deeds of appointment and apportionment, administration and termination of trusts, changing of trustees, including discharges, indemnities and minutes of agreement relating to trusts will be charged in accordance with Schedule 2 taking into consideration, where appropriate, commissions under paragraph 5 above.

SCHEDULE 5: LITIGATION (COURT AND TRIBUNAL ACTIONS)

In court much work is spent framing documents and entering into correspondence and in order to assess the time involved in this work it is normal to convert the work into corresponding time units. The previous Schedules detail the units involved in carrying out the work.

We will advise you of an estimate of the cost of your case at any time if requested and should you wish to discuss the level of fees involved in your case please feel free to contact our office. Please note you will be charged at the rate of the year you are feed regardless of the year in which the work was carried out. Our minimum fee for each set of court instructions is £600 plus VAT, outlays and posts.

Our fees:

In any dispute as to the amount of our fees, it shall not be competent, in any litigation arising out of that dispute as to the amount to be paid under this agreement to remit the account for taxation.

Judicial Expenses

It is important to bear in mind in litigation that you may be found liable for the other side's legal expenses. This is particularly likely to be the case if you lose but could also occur if you act unreasonably or fail to comply with a court order. The risk of being found liable to pay expenses to the other side depends upon the court or tribunal before which the action or claim is proceeding, for example the expenses regime is quite different in the Employment Tribunal to the Sheriff Court. We can advise you about the risks.

On the other hand, you may be awarded your expenses against your opponent. Nevertheless you may have difficulty actually receiving payment notwithstanding a decree in your favour. In such circumstances you would remain liable to us for our fees, outlays and VAT.

Should you be awarded expenses we can prepare an account of expenses on your behalf. However, the expenses you are awarded are likely to be insufficient to cover our fees, outlays and VAT but any recovery would serve, of course, to reduce the overall cost to you of the court action.

Your responsibilities

You must:

- Give us instructions that allow us to do our work properly
- Not ask us to work in an improper or unreasonable way
- Not deliberately mislead us
- Co-operate with us when asked
- Go to any medical or expert examination or court hearing when asked.

CONFIRMATION SLIP

I confirm that I have received and read a copy of the Terms of Business and associated Schedules referred to therein for Hann & Co Solicitors and I accept the terms thereof.

Client(s) Signature(s)

.....

Date

PLEASE SIGN AND RETURN THE CONFIRMATION SLIP
TO THE OFFICE DEALING WITH YOUR MATTER.

CONTACT DETAILS FORM

PLEASE CONFIRM YOUR FULL PERSONAL DETAILS BELOW

IF YOUR CONTACT DETAILS CHANGE AT ANY TIME YOU MUST NOTIFY US AS SOON AS POSSIBLE IN ORDER THAT WE CAN UPDATE OUR RECORDS

FULL NAME:

ADDRESS:

HOME TELEPHONE NUMBER:

MOBILE NUMBER:

WORK NUMBER:

E-MAIL:

FAX NUMBER:

NATIONAL INSURANCE NUMBER:

DATE OF BIRTH:
