

# TERMS OF BUSINESS- OUR RELATIONSHIP WITH YOU

## OUR SERVICE

We aim to give you a high-quality legal service. To do this, we will:

- work with you to understand what you want to achieve and help you to identify your options;
- work quickly and efficiently, in a professional way;
- tell you about our progress regularly and also tell you about any likely delays;
- get back to you quickly when you have a question; and  give you first-class advice in clear English.

## WHAT WE ADVISE ON

We only give advice on criminal and road traffic law in Scotland.

## HOW WE WILL CONTACT YOU

We may contact you by e-mail, letter or phone. If you do not want us to use one of these methods, please let us know. Also, If your contact details change, you must tell us in writing as soon as possible.

## CONFIDENTIALITY

We keep any information you give us confidential. We will not give this information to any other people or organisations unless you give us permission or we must do so by law.

If, for marketing purposes, we want to talk about the work we have done for you, we will not disclose any personal information. This permission would apply to future marketing as well.

## IF YOU ARE NOT HAPPY WITH OUR SERVICE

If you are not happy with the quality of the service we have given you please raise the matter with our Managing Director, Mr Robert Sheridan. He will make sure that any complaint you make is fully investigated and that you get a detailed response, normally within 10 working days.

If you are still not satisfied, you have the right to take the matter up with the Scottish Legal Complaints Commission (SLCC) at The Stamp Office, 10-14 Waterloo Place, Edinburgh, EH1 3EG. You must make your complaint to the SLCC within six months of the date of our final decision on your complaint.

## WHAT WE ASK OF YOU

To help us deliver our best service to you, please:

- give us all relevant details of the work you want us to do for you;
- Provide us with any information or documentation requested from you timeously;
- tell us about any developments when they happen; and
- give us your instructions when we need them to move on with your work.

If you don't do this, your work may be delayed or it could affect the preparation and/or outcome of your case. We will not be responsible for anything that happens as a result of these delays, and we may have to stop working for you if you don't do what is required of you.

## LEGAL AID, FEES & OTHER CHARGES

### LEGAL AID

Where Legal Aid or Legal Advice and Assistance is available from the Scottish Legal Aid Board (SLAB) to cover the cost of the work we are doing for you, we may assess your eligibility for the appropriate cover, explain the nature of the cover available to you and assist you in completing the necessary forms.

If you qualify for funding from SLAB, they may require you to pay a substantial contribution. If your financial circumstances change significantly, you are required to notify SLAB and us immediately as your contribution may be changed, or your AA or Legal Aid Certificate may be withdrawn. If the Board decide that you no longer qualify for Legal Aid, you will be liable for our fees.

If you are unsuccessful in applying for Legal Aid, we reserve the right to cease working on your matter until we agree the basis on which our fees will be paid.

Full details are available on [www.slab.org.uk](http://www.slab.org.uk)

### OUR FEES

We want you to be clear about how we will charge you for the work we do for you.

Unless otherwise agreed, our fees will be on the basis of a fixed fee arrangement. Our fixed packages include all reasonable and anticipated work in connection with the investigation and preparation of your case for court. They also include travel time, waiting and advocacy time at court.

Our fixed fee packages do not include outlays e.g. mileage, witness' costs, expert reports.

Where a case is unexpectedly adjourned through no fault of your solicitor resulting in an additional court hearing we reserve the right to charge an additional fee for that additional work.

We will agree all fees with you before work is carried out and will confirm these in writing. If any invoice that we send you is not the fee you expected, please tell us why. We will not expect you to pay any fees which we did not make clear to you.

## OUTLAYS

Outlays, also called disbursements, are necessary expenses that we must pay to other people or organisations on your behalf. These are charges for things such as the cost of mileage incurred by your solicitor attending court, experts' fees or witness expenses.

Normally, we only pay outlays after we receive the funds from you. If we have to pay before getting the funds from you, you must pay us back when we ask you to.

Any reference to paying our fees also includes paying any outlays which you may owe.

## PAYMENT

You must pay our fees as soon as you get our bill unless a payment plan has been agreed the details of which will be detailed in our initial correspondence to you. You can pay by cheque, debit or credit card, or by paying funds into our bank account direct and providing your unique case reference number.

In respect of fixed fee packages, if your case is brought to a conclusion earlier than anticipated the full fee remains payable in full.

If you do not pay our fees, we have the right to stop or suspend further work on the matter in question and any other work we are doing for you. In these cases, we will not be responsible for any delays or losses which may result from this.

We also have a legal right to hold documents or any other papers until you pay the fees you owe. If someone else agrees to pay our fees and then fails to do so, you will have to pay our fees yourself. If we carry out work for a company or a limited liability partnership (LLP) and it does not pay our fees, we may require any of the principals to pay all or part of those fees ('principals' means the directors of the company, or the members of the LLP, at the time we issue our bill).

We have the right to charge interest on overdue amounts at the rate which is 3% over the Royal Bank of Scotland base rate.

## HOW WE USE YOUR PERSONAL INFORMATION

Please refer to our Privacy Policy, which if not provided along with this document is available on request.

### COPYRIGHT

We own the copyright in any materials we produce for you. The advice we give and the documents we prepare are for your use only, and you must not allow anyone to copy or use them without our written permission.

### RELEVANT LAWS & REGULATIONS

These Terms of Business apply to all work that we do for you.

Our contract is governed by Scots law.

Any legal action relating to our contract may be brought in the country whose law applies, or in any other country whose courts may have authority under general law.

### ANTI MONEY LAUNDERING

Under UK anti-money-laundering law, we must:

- gather information about your identity and check that information;
- gather information about the identities of people who are related to you, if relevant, and possibly check that information; and
- continue to monitor the transaction and keep all the information up to date.

If we do not receive satisfactory evidence of your identity, we will not be able to work for you.

We also have a duty to report to the National Crime Agency (NCA) if we know or suspect that any funds or assets involved in a matter were made through criminal activity. This duty may take priority over our duty to keep your information confidential.

It is an offence to tell someone that a report has been filed to NCA and that they may be investigated.

If we make a report to NCA, we cannot carry on with your work without NCA approval and we will not be responsible for the effects of any delay which may occur as a result.

### ANTI-BRIBERY OR CORRUPTION

We are committed to the highest standards of professional behaviour in our business. We will not accept any form of bribery or corruption.

### CONFLICTS OF INTEREST

In most cases, we cannot act for you if your interests conflict with the interests of any of our clients, or of the firm itself. If we become aware of a conflict of interest or think that one may arise, we will discuss with you about how we will proceed.

### OUR REGULATORS

We are regulated by The Law Society of Scotland.