



**ROLLOS LAW LLP**  
*Solicitors & estate agents*

## **ROLLOS LAW LLP (ROLLOS)**

### **Terms & Conditions of Business and Privacy Notice - Litigation**

The following terms (as amended by us from time to time) will apply to the work referred to in the Engagement letter/email you have received from us and, unless otherwise agreed by us in writing after the date of the Engagement letter/email, to all other work carried out by us on your behalf. By receipt of the Engagement letter/email and by continuing to instruct us you will be deemed to have read over and accepted our terms and conditions of business unless you specifically advise us to the contrary. This Schedule explains the way in which we will deal with your business and sets out the terms and conditions on which we will act for you. The terms and conditions fall into the following broad categories: -

1. Knowing our Client/Instructions
2. Our Work
3. Charge-Out Rates and Payment Terms
4. Professional Liability
5. Administration & Regulation
6. Complaints Procedure
7. Termination
8. Governing Law

Our terms and conditions are not intended to be, nor should be construed as being, exhaustive and may be subject to change from time to time. If you have any questions on them, either now, or in the future please do not hesitate to contact us, or the Instructed Solicitor specified in your Engagement letter/email.

If you require these terms and conditions of business, translated, or need any other assistance in dealing with us please let us know. Rollos advocates compliance with the Disability Discrimination Act 1995 and will do everything reasonably practicable to ensure equality of access to our services.

#### **1. Knowing our Client/Instructions**

##### **1.1 Who is our Client?**

You are our client and unless otherwise directed we take instructions only from you. Unless instructed to the contrary, we shall be entitled to assume:-

- A. If you are joint clients, we can take instructions from either or any of you;
- B. If you are a company, then we can take instructions from any director, the company secretary, or anyone authorised by an officer of the Company to do so;
- C. If you are a Limited Liability Partnership or Partnership, we can take instructions from any member, partner or anyone authorised by any member or partner to do so;

D. In the event that you are a corporate or incorporated body (other than as referred to in B. and C. above) then we can take instructions from an authorised officer of the said body or anyone authorised by the said body to do so.

## 1.2 Instructions

As your Agent we can only act on the information and instructions given to us by you. You should not assume that we have knowledge of any factual matters beyond those imparted to us by you. We can only act in your best interests if we are in possession of all the relevant facts from you and it is essential that when we request instructions or additional information from you this is given timeously.

You may instruct us either verbally, in writing (including e-mail communication if that is appropriate). We reserve the right to ask you to confirm verbal instructions to us in writing. If at any time there is any change in your instructions to us, you must notify us immediately in writing and seek an acknowledgement that the change has been properly recorded.

All confidential information provided to us in relation to your business will be received and acted upon in strict confidence and will only be disclosed to those parties or bodies authorised by you, or as reasonably required by the Law Society of Scotland, or any other authorised body or Authority.

## 1.3 Internet/Email

Internet communications are capable of data corruption. We cannot accept any responsibility or liability for changes made to such communications after their despatch, nor can it guarantee their successful receipt or delivery. For that reason it may be inappropriate to rely upon advice transmitted by e-mail without obtaining written confirmation of it. We do not accept responsibility or liability for any errors or problems that may arise through the use of Internet communication. All inherent risks in sending commercially sensitive information relating to your business rests with you. If you do not agree to accept this risk, you should notify us in writing immediately that e-mail is not an acceptable means of communication for you or your business.

## 1.4 Client's responsibilities

You are responsible for keeping us advised of any change of contact details e.g. address, email address or telephone number. We will use our best endeavours to give you notice of when you will be required to sign documents but on occasion you may need to be available at short notice to sign documents. Similarly, please keep in contact with us regarding your holiday plans if critical dates have to be met as part of your transaction.

## 1.5 Client Due Diligence/ID

To meet our statutory requirements under the Proceeds of Crime Act 2002, the Terrorism Act 2000, the Money Laundering Regulations 2007, and the rules of The Law Society of Scotland, we are obliged to properly identify our clients and to verify the financial credentials of both the clients and the transaction in which we are instructed before starting work.

Unless you confirm to the contrary we will presume you are not a Politically Exposed Person (PEP). Anyone who has been resident in the UK for more than a year or who is currently a UK national residing in the UK cannot be a PEP. PEP's are individuals who are or have (within the last 12 months) been entrusted with prominent public functions and include the following:

- Heads of State, Heads of Government, Ministers and Deputy or Assistant Ministers;
- Members of Parliaments;
- Members of Supreme Courts, of Constitutional Courts or of other high-level judicial bodies whose decisions are not generally subject to further appeal, other than in exceptional circumstances;
- Members of Courts of Auditors or of the boards of central banks;
- Ambassadors, chargés d'affaires and high-ranking officers in the armed forces;
- Members of the administrative, management or supervisory bodies of state-owned enterprises.

To comply with the Regulations we must ask you to provide us with up-to-date personal ID and proof of address and all the relevant details of your financial/funding sources for the transaction (if appropriate) as we may deem necessary at the earliest opportunity. If you have not already done so please forward to us two of the following items (one from each group). The documents will be photocopied and returned to you immediately:-

#### GROUP 1

- a) Valid current signed passport (including current visa or other authority to remain in the UK if required).
- b) Current UK or EEA photocard driving licence (full).
- c) Current EEA member state identity card.
- d) UK paper driving licence (full).
- e) DWP/Benefits Agency notification letter confirming your current rights to benefit or state pension dated within the last 12 months.
- f) Current UK firearms certificate or shotgun licence.
- g) Original UK Birth Certificate.
- h) National Identity Card bearing a photograph.
- i) Residence Permit issued by the Home Office

#### GROUP 2

- a) Current UK photocard driving licence (full) if NOT used for Proof of identity.
- b) Bank, Building Society or Credit Union statement (store cards and internet statements are not accepted) dated within the last 3 months.
- c) Utility bill (not mobile phone or internet bills) dated within the last 3 months.
- d) Council Tax bill or payment book for the current payment year.

- e) DWP/benefits Agency notification letter confirming current rights to benefits or State Pension dated within the last 12 months (if NOT used for Proof of Identity).
- f) HMRC Self-Assessment letter or tax demand dated within the current financial year.
- g) Council or Housing Association rent card or agency agreement for the current year.
- h) Original mortgage statement from a recognised lender issued for the last full year.

A delay or failure to produce this information may require us to carry out enhanced due diligence. Please be aware that this could lead to a delay in us progressing/completing your transaction. As your Solicitors we would prefer to avoid such an eventuality but you will understand that we are constrained by the Regulations.

The Regulations also require you to notify us immediately of any material change in your funding sources or arrangements that you have made known to us at the outset of your instruction to us. If there is such a change we may have to investigate the changes, request additional information, and, if absolutely necessary, suspend work until the additional due diligence is completed.

Under the Regulations cash transactions are deemed potentially dangerous. For that reason, and to avoid you further unnecessary diligence, please note that in all cases we will not accept clients' funds in cash unless for single transactions with a value of £500.00 or less.

## 2. Our Work

### 2.1 Your contact with Rollos

Primary responsibility for the conduct of the transaction will lie with the Instructed Solicitor as detailed in the Engagement letter/email you have received from us. As the instruction progresses others within Rollos may assist the Instructed Solicitor.

The advice we expect to be giving and the work that we expect to be undertaking on your instructions will be: -

- 2.1.1 detailed in the Engagement letter/email;
- 2.1.2 drafting and finalising all documentation to completion of the work detailed in the Engagement letter/email;
- 2.1.3 generally all other work ancillary to your instruction.

### 2.2 Completion of the Work

The nature of the instruction and the work will determine the length of time it takes to complete the work. We undertake to keep you informed (both verbally and in writing) of progress and all significant events that may affect that progress (and expect you to do likewise), but we cannot give any binding estimate as to when the work will be completed.

## 3. Charge Out Rates & Payment Terms

### Our Fees

Our fees are calculated by reference to a number of factors, but critically upon the time spent by the Instructed Solicitor and others working on the

matter. Our work roster is divided up into units of 6 minutes each, each unit being worth the following: -

Partner/Consultant - £25.00

Associate/Senior Solicitors - £20.00

Assistant Solicitors - £17.50

Trainee Solicitor with Restricted Practising Certificate - £16.00

Trainee Solicitor - £14.00

Paralegal Assistant - £13.50

Support Staff - £8.50

These rates are revised from time to time and usually annually. We shall inform you of any increase in advance of any change being effected.

Each unit is applied as follows:-

- Telephone calls received and made are timed in units of 6 minutes each.
- Letters, faxes and email are charged at 1.25 units for each page of 125 words or part thereof. Formal letters/emails such as acknowledgements and confirmatory letters/emails are charged at 0.5 units.
- Deeds and documents intended to have a contractual effect including missives, formal writs, figured statements and accounts, inventories and relative schedules, Memorials for Opinion, Court writs, Motions and associated papers are charged at 5 units per page.
- The time spent considering matters perusing documentation, attending you in person, travelling, attending Court and all other personal work undertaken on the file are charged on the file at the time actually spent and recorded.

Any fees quoted are exclusive of VAT.

In the administration of Trusts and Estates where we are handling client funds we are entitled to commission charges on the financial transactions we instruct/handle in the course of the instructions at the rates prescribed in The Law Society of Scotland table of fees 2005. An appointed Law Accountant may be appointed to independently assess these charges in addition to our fee.

### 3.1 Outlays and Additional Costs

There may be certain outlays and additional costs that we incur in progressing your instruction such as registration dues payable to The Land Register of Scotland, Court Dues payable to the Scottish Court Service, Sheriff Officers' charges, advertising costs for the sale or letting of properties, courier charges, travel costs (currently charged at £0.45 per mile) subsistence and administration costs such as photocopying etc. which will be charged as outlays on your account.

### 3.2 Payments to Account

We reserve the right to seek payments to account from our Clients in respect of fees and pre-payment in full of all outlays that are anticipated.

### 3.3 Interim Fees

Depending on the nature of the business instructed it is our usual practice to issue interim fees on either a monthly or a quarterly basis. A final account will be rendered upon completion of the business.

### 3.4 Payment Terms

We expect payment in full of all invoices within 14 days of the invoice being rendered.

Any cheque, CHAPS or BACS payment made to us by you as the client must be from an account held in your name with an EU bank or building society. We do not accept banker's drafts.

We will not accept, or pay out, more than £500 in cash (with the exception of rent from a tenant where we will accept up to £2,000).

If payment is not made timeously, or in full, we reserve the right: -

3.4.1 To charge an administration fee in the sum of £75 plus VAT for recovery of any balance of outstanding fees before legal proceedings are raised; and,

3.4.2 In the event we require to raise legal proceedings for recovery of the outstanding sum additional (judicial) interest will be sought together with judicial expenses.

### 3.5 Remit to an Auditor of Court

We reserve the right to remit your business file to the Auditor of Court for the purpose of fee assessment at any juncture throughout the course of your instruction for the purpose of raising interim and/or final fee invoices. The Auditor of Court's fee for carrying out such an assessment will be chargeable to you. Further, in the event that our level of charges is disputed, your file on your request will be remitted to the Auditor of Court who will carry out an independent and objective fee assessment. In the event the Auditor of Court assesses the fee to be higher than the fee raised we reserve the right to charge the higher fee assessed.

### 3.7 Litigation

#### 3.7.1 Court Expenses

Please note that the court can only award "judicial" expenses, which are expenses reasonably and necessarily incurred in taking the matter to litigation i.e. a Court. These expenses are charged on a fixed table and allow for block fees for each item of work carried out. Please be aware that the block fees sometimes do not reflect the actual amount of work carried out on your business file. If you are successful your opponent will not be expected to meet the solicitor and client expenses which are the fees incurred by us in their dealings with you as in accordance with these terms and conditions of business. Sometimes these fees are not fully recovered by the block fees or are not all considered by the Auditor of Court as essential to the conduct of the case. Even if you succeed in your action and you are awarded judicial expenses there may be a shortfall between the actual expenses of litigation and the judicial expenses recovered - you must pay that shortfall. Please also note that should your opponent be awarded Legal Aid even if you succeed and an award of judicial expenses is made against your opponent a legally aided party can ask the court to

reduce the level of contribution they require to make towards your legal expenses and sometimes that could result in their not being required to make any contribution at all. In reaching a decision the court will have regard to such matters as the legally aided party's income and resources as well as her or his conduct of the actual litigation.

### 3.7.2 Legal Aid

Please also note that although we offer Legal Aid for most civil work we reserve the right not to proceed on a legally aided basis if we anticipate your case would not be cost effective on any legally aided basis. We will intimate to you our decision to submit a Legal Aid application as soon as possible and certainly at or soon after our initial consultation. In order to satisfy the Legal Aid Board that an application has merit not only must the person be financially eligible depending on his income and capital but there must also be a case in law which justifies the expenditure of the public fund. All monies won or property preserved in a legally aided case must be forwarded to the Legal Aid Board in the first instance. Usually the Legal Aid account(s) will be deducted from the sums as a first charge/clawback all before any remaining balance is available for payment to the client in accordance with Legal Aid regulations.

### 3.8 Independent Assessment by Auditor of Court/Law Accountant

Fees which are not agreed in advance may be subject to an independent assessment by a Law Accountant or the Auditor of Court. You are entitled to require your business file to be taxed if you believe it has not been charged correctly. It is our practice to send our files to independent firms of Law Accountants or the Auditor of Court for preparation of accounts. When taxation is sought the file is passed to the Auditor of Court who will fix what he considers to be a reasonable fee in all the circumstances including those factors outlined in these terms of business. It is possible that the Auditor can fix the fee higher or lower than the fee charged. If it lower than the amount of our original fee then we will only charge you that reduced amount. Depending on the level of reduction the Auditor may still require you to meet his costs or alternatively he may require us to meet his costs. If however he assesses a higher fee or confirms the fee as charged then you will be responsible for that fee as well as the Auditor of Court. Should our fee be assessed by the Auditor of Court or should you request that our account is taxed the matter will be referred to the Auditor in one of those Courts. As the Auditor often requests that the fee for taxation is paid in advance, if you request that our account is taxed then we may ask you to place us in funds to cover the Auditor of Courts costs prior to instructing the Auditor.

## 4. Professional Liability

### 4.1 Professional Indemnity Insurance Cover

Rollos carries substantial professional indemnity insurance with a maximum cover that is currently £8 million for each and every claim. The level of this cover is reviewed annually.

All work undertaken and advice given by us is for your sole benefit and based on your instructions and the information provided by you. A third party should not, in any circumstances, rely upon our work for you. We

will not have any liability, what for any loss, cost or expense incurred by a third party as a result of such reliance.

5. **Incidental Financial Business**

We are authorised by the Law Society of Scotland to carry out incidental financial business. These activities are limited in scope and we will not provide or comment on any investment advice. Where we receive commission from brokers in respect of business handled on your behalf, we will retain such commission and set it against the fee we would otherwise have charged for the work carried out.

6. **Administration and Regulation**

6.1 **Conflict of Interest**

In terms of the Solicitors (Scotland) Practice Rules 1986 Solicitors are not allowed to act where either their interest conflicts with those of their Clients, or where they are acting for two or more Clients whose interests conflict. In the event of any such conflict arising, whether actual or potential, we shall advise you as to how this should be best dealt with. This may include us withdrawing as your Agent in order to best protect your interests. As a matter of good practice all transactions are monitored on an ongoing basis to highlight at the earliest opportunity and help avoid any conflict of interest arising.

6.2 **Commissions**

As Solicitors we are entitled to retain exclusively commission of up to 0.25% on clients' deposits paid to us as introducers without further disclosure. We may receive commission from third parties for the introduction of business to them.

6.3 **Holding Funds for You**

We will hold money for you in accordance with the rules of the Law Society of Scotland. If we hold funds on your behalf which are likely to earn in excess of £100 in interest while held by us then we are obliged to invest the funds such that they earn interest on a short term basis. These funds will normally be deposited with The Royal Bank of Scotland plc through its Client Money Service Accounts ("CMS"). The total funds invested for our clients under the CMS are pooled enabling RBS to offer a competitive rate of interest. As this rate is only available through the introduction of all clients monies deposited, the Bank pays us, as intermediary, a % of the invested funds. The Law Society of Scotland has approved the CMS Scheme as an appropriate method by which Solicitors can handle client deposits. We are happy to provide you with more information should you so wish.

6.4 **Retention of Files, Papers etc.**

We are entitled by law to retain all your files, papers and documents, etc. until all fees and costs properly due to Rollos have been paid in full.

6.5 **Physical & Electronic Storage of Files**

After we have completed your business we may close and store our correspondence file for your business for up to a maximum of ten years, or otherwise as prescribed by the Law Society of Scotland for certain types of business, after which it will be destroyed.

We may also scan and electronically store correspondence, documents and papers for our clients. Where the contents of files are scanned and electronically stored. We reserve the right to destroy the hard copy prior



to the end of The Law Society's recommended retention period. Electronic records may be retained beyond The Law Society's recommended retention period. As in certain circumstances electronic copies of documents may have lesser evidential weight than the originals you must advise us in writing if you do not wish your file to be electronically stored.

6.6 Mandates

Subject to Condition 6.5 we will deliver your papers to another Agent upon receipt of a valid Mandate and that within the time scales laid down by The Law Society of Scotland. We are entitled to render a fee for delivery of documents in these circumstances. Electronic records will be transmitted in the appropriate format. If electronic records are not acceptable to a new agent you will have to pay the costs incurred in producing hard copies.

6.7 Tax Returns

Unless otherwise specifically agreed with the instructed solicitor it will be the client's responsibility to submit to HMRC or Revenue Scotland any necessary information and/or tax returns arising from the subject matter of our instruction (including without prejudice to the foregoing generality any future Land and Building Transaction Tax return which requires to be submitted by commercial tenants every 3 years throughout the currency of their Lease).

7. Data Protection Privacy Notice

**What we need:**

Rollos Law LLP will be the "controller" of the personal information that you provide us when you instruct us to act on your behalf. When you become a client of Rollos Law LLP, we will collect, store and use personal information that you provide to us in your instructions and during the course of our solicitor/client relationship. We may ask you for additional personal information during the course of our client/solicitor relationship, which shall be collected, stored and used in accordance with this privacy notice.

**Contractual purposes:**

We need to collect our clients' personal information so that we can act for you in a legal capacity. We will use our clients' personal information to:

- Provide you with legal advice by various means of communication, including by telephone, letter or email, as well as in person;
- To represent you as your solicitor in respect of the matter detailed in the attached Letter of Instruction.

If you do not provide us with all of the personal information that we need to collect then this may affect our ability to adequately represent you.

**Legal obligations:**

We are under a legal obligation to process certain personal information relating to our clients or the purposes of complying with our obligations under:

- The Law Society of Scotland requirements for solicitors;

- To adhere to Anti Money Laundering regulations, as defined by legislation, ie. The Money Laundering Regulations, Terrorist Financing and Transfer of Funds (Information on Payer) Regulations 2017.

**Other uses of your personal information:**

We may ask you if we can process your personal information for additional purposes. Where we do so, we will provide you with an additional privacy notice with information on how we will use your information for these additional purposes.

**Who we share your personal information with:**

We may be required to share personal information with statutory or regulatory authorities and organisations to comply with statutory obligations. Such organisations include HMRC, Registers of Scotland, Companies House and The Legal Aid Board. In the event that we do share personal data with external third parties, we will only share such personal data as is strictly required for the specific purposes and take reasonable steps to ensure that recipients shall only process the disclosed personal data in accordance with those purposes.

**How we protect your personal information:**

Your personal information is stored in our paper files, our electronic filing system and our servers based in the UK. It is only accessed by our staff for the purposes set out above.

**How long we keep your personal information:**

We keep our clients' personal data for ten years or such longer period as may be required in accordance with the Law Society of Scotland Guidelines. After this time period has elapsed clients' personal data will be deleted. The Law Society of Scotland Guidelines provide that, for certain categories of legal work, client's personal data may be deleted after a shorter timescale than the above mentioned ten years; if your instruction matter falls with such a category then we will delete your personal data on receipt of a written request from you to do so.

**Yours rights:**

You can exercise any of the following rights by writing to us at Rollos Law LLP, 67 Crossgate, Cupar, Fife, KY15 5AS. Your rights in relation to your personal information are:

- A right to access personal data we hold about you by making a "subject access request";
- A right to request correct or complete any aspect of your personal data that is incorrect or inaccurate;
- A right to restrict the processing of your personal data for specific purposes;
- If you wish us to delete your personal information you may request that we do so providing this does not conflict with obligations imposed on us by other bodies, for example The Law Society of Scotland.

Any requests received by Rollos Law LLP will be considered under applicable data protection legislation. If you remain dissatisfied, you have a right to raise a complaint with the Information Commissioners Office at [www.ico.org.uk](http://www.ico.org.uk)

8. **Complaints**

8.1 Our aim is to provide an efficient and thoroughly professional service. If you are unhappy about any aspect of our handling of your business, please discuss your concerns in the first instance with the solicitor acting for you. If that might cause you any difficulty, or embarrassment, you should contact David Harley our Client Relations Partner, at our Cupar office or, in his absence, any other partner whose name appears on our headed notepaper.

8.2 In the event that we are unable to mediate or resolve your complaint and you are still unsatisfied you may contact the Scottish Legal Complaints Commission (SLCC), The Stamp Office, 10-14 Waterloo Place, Edinburgh EH1 3EG [LP 86 Edinburgh2]. Tel: 0131 528 5111.

Email: [enquiries@scottishlegalcomplaints.org.uk](mailto:enquiries@scottishlegalcomplaints.org.uk).

Website: [www.scottishlegalcomplaints.org.uk/making-a-complaint/online-complaint-form.aspx](http://www.scottishlegalcomplaints.org.uk/making-a-complaint/online-complaint-form.aspx)

8.3 Please note the SLCC operates strict time limits for accepting complaints. They require complaints to be lodged within one year of the service ending or the conduct complained of occurring. The SLCC will, however, disregard any time during which it considers the complainant was excusably unaware of having a complaint.

8.4 We recognise that Alternative Dispute Resolution Regulations have implemented ADR/EDR 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. If you have any concerns about the services you receive from this firm you should contact the firm's Client Relations Manager.

9. **Termination**

9.1 Either you or Rollos may bring this business relationship to an end by giving the other party such written notice as may be reasonable having regard to the nature of business in hand.

9.2 If your instruction is withdrawn you will still be liable for all properly incurred fees and outlays due up until the point of termination.

/Governing Law

10. **Governing Law**

The Law of Scotland governs these Terms and Conditions of Business. They shall be binding and remain in full force and effect from the date hereof, whether acknowledged or not.

Date :

I/We, \_\_\_\_\_

residing at \_\_\_\_\_

Signed: .....

hereby accept the terms of the above Terms and Conditions of Business and Privacy Notice.

I/We, \_\_\_\_\_

residing at \_\_\_\_\_

Signed: .....

hereby accept the terms of the above Terms and Conditions of Business and Privacy Notice.