

CLIENT CARE GUIDE AND TERMS OF BUSINESS

- 1. Our Policy:** Hay Cassels Limited are committed to a policy of client care and we aim to provide a dedicated client service. We are committed to standards of excellence and a high quality and consistent delivery of service, in order to provide our clients with value for money. Within all this we hope you find us friendly and approachable. At the end of the day we hope you will think our fee represents good value for money.

This guide will help explain what we consider to be the principal components of our services, which we are constantly trying to improve.

You will at the outset of any transaction with **Hay Cassels Limited** receive a copy of this client care guide and terms of business letter, which will set out detailed information on how we will deal with your business.

- 2. Contacting Us:** Our initial letter confirms who will principally deal with your case and provides contact details for them. We are available to meet with you outwith normal hours by prior appointment. As your agents, we can only act on the information and instructions you give to us. You can instruct us either verbally or in writing, although we may ask you to confirm your instructions in writing or we may write to you confirming our understanding of your instructions. You should not assume that we have knowledge of your personal circumstances. If there is any change to your instructions, you must notify us immediately.

If, at any stage in the transaction there is anything concerning you about what has happened, what has not happened or what may happen, please contact us. The chances are we will have the answer, if not, we will formulate a solution and come back to you. Please do not hesitate to contact us.

- 3. Instructions:** Instructions may be given to us in writing or verbally. We may well ask you to confirm in writing the terms of verbal instructions given to us. If there is any change in your instructions you must notify us immediately. If you wish anyone other than yourself to give us instructions or information, we may require confirmation of this in writing. You can help us by giving clear instructions and asking questions about anything you do not understand. We would also ask you to deal promptly with any queries or requests for information that we raise and tell us if there are any important time limits of which we ought to be aware.

- 4. Conflict of Interest:** In general, we cannot act for two or more parties if they have conflicting interests. Please advise us at the outset if you are aware of potential conflicts which may arise. If we decide that we can still act (i.e. if you are one of the exceptions to the general rule) we will confirm this to you in writing.

- 5. 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.

- 6. 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.

- 7. 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.

- 8. 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.

- 9. 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.

- 10. Cost:** The basis on which we shall charge you fees for a particular matter will be a lump sum, or will depend on the time spent carrying out the work or on some particular scale of charges appropriate to the type of work. In assessing the fee 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. Our standard hourly rate is £220 for Directors and £180 for assistants exclusive of V.A.T. which is payable on all fees. Letters and documents may be charged according to their length rather than the time spent preparing them. If so, letters are charged at 1.25 of 1/10 of our hourly rate per 125 words and formal documents are charged at one half of our hourly rate per page. Depending on circumstances letters and documents may be charged according to time spent in preparation of such items. In addition to professional fees we will ask you to pay for any outlays, photocopying charges and out of pocket expenses incurred on your behalf and which are necessary for the provision of legal services to you. 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 do so, we will require to be repaid by you within seven days of your receiving a request for payment of the appropriate sum. These hourly rates are reviewed annually and will increase by 3% with effect from 1st February each year.

If someone new joins the firm and takes over the handling of your transaction, unless we advise you to the contrary, their hourly rate will be the same as the person who was handling your transaction previously.

You are liable for expenses normally and properly incurred in a transaction of this type. By acceptance hereof you give your consent for us to incur and settle these expenses.

Sometimes we may need to employ non Hay Cassels Limited personnel to do work on your behalf, e.g. surveyors, accountants, other solicitors or anyone who has the necessary skills required to progress matters. If this is required you will be liable to settle their fees and expenses and you hereby authorise us to settle their fees and expenses from any funds we hold on your behalf.

- 11. Risk and Responsibility Factor:** The figure arrived at by totalling the time spent may be increased by a “Risk and Responsibility” factor. This reflects the complexity and difficulty of the transaction, the urgency with which you want it carried out, the value of any money or property involved, the skill or specialist knowledge required, the risk and responsibility we are required to shoulder on your behalf and anti-social hours involved in looking after this transaction for you. This may be 0.5% of the value of the money or property involved.

Executry Estates: Our fees for dealing with the administration of an executry estate are based on the value of the estate for which Confirmation is obtained, the time expended in ingathering and distributing the estate plus a percentage of the value of the estate and of the funds intromitted with. The maximum percentage charges are as follows:-

Transfer of Heritage by Disposition	0.5%
Transfer of Heritage by docquet transfer	0.5%
Certificate of Confirmation	0.25%
Realising capital	1.5%
Realising capital for reinvestment	0.75%
Investing capital	0.75%
Collection of income	5%

Where there is no Will additional work will be involved in obtaining a Bond of Caution and drawing up the Court Writ. (Note: There will also be an insurance premium payable to the Insurance Company who provides the Bond of Caution. In the absence of a Will this policy is essential and the premiums charged are high.)

Where Inheritance Tax is payable there will be significant additional work involved in dealing with the Inland Revenue.

An interim fee of 1% of the value of the estate for which Confirmation is obtained will be invoiced on Confirmation being obtained and settled from funds as they are ingathered. An interim fee, based on the time spent, will be charged every six months thereafter until the executry estate is distributed or transferred to the beneficiaries. Our final fee, under deduction of any interim fees, and any outstanding outlays will be settled immediately before the bulk of the estate is distributed or transferred to the beneficiaries. If the estate file is required to be fee'd by our law accountant the estate is liable for the courier costs in the sum of £20.00.

By your signature hereto you agree that we can settle such fees from any executry funds we hold.

If there is a property to be sold or transferred any conveyancing work undertaken by this firm will be charged separately and in addition to the fee charged for administering the executry estate. If property is to be transferred to any beneficiary in settlement of his or her entitlement from the estate that beneficiary may require to instruct a separate firm of solicitors to represent his/her interests.

12. **Adminstrating Powers of Attorney and Trusts:** Our fees for dealing with the administration of a Power of Attorney or a Trust are based on the time taken, as detailed above, plus a Risk and Responsibility factor of up to a maximum of 1.5% of the value of capital realised, re-invested or transferred and 5% of any income collected.

A fee, based on the time spent and the Risk and Responsibility factor, will be charged every three months. A final fee and any outstanding outlays will be settled immediately before the conclusion of all work in connection with the Power of Attorney or Trust administration.

By your signature hereto you agree that we can settle such fees from any funds we hold.

If there is a property to be sold or transferred any conveyancing work undertaken by this firm will be charged separately and in addition to the fee charged for administering the Power of Attorney or Trust estate.

13. **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. It is normal practice for us to ask for regular payments to account in all non-domestic conveyancing matters.
14. **Accounts:** We will issue our account or interim account either at the end of a matter or at regular intervals. Payment is due within fourteen days of the date of account. If not paid within

this time we reserve the right to charge interest and compensation on the amount overdue in terms of the Late Payment of Commercial Debts (Scotland) regulations 2002 as amended from time to time. 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.

15. **Payment of Conveyancing fees:** Except as otherwise detailed in this agreement, all fees payable to Hay Cassels Limited and any expenses due in connection with a transaction will be settled 7 days prior to the completion of the transaction. If the transaction is a property sale and there will be surplus funds, we will deduct all such fees and expenses from the proceeds of the sale before remitting the free proceeds to you. By signing these Terms you hereby grant authority for us to so deduct all such fees and expenses. For on going matters or transactions that are likely to last for more than 2 months we may render interim fees. (We reserve the right to withdraw from acting for clients where the terms of this agreement are not adhered to).

16. **Cleared funds:** The Law Society of Scotland, who are our governing body, have issued guidelines to all solicitors on the vexed question of cleared funds. At the heart of the problem is that any cheque is not actually money, it is only a promise that the Bank will pay money in exchange for the cheque. The way that the bank clearing system works means that it can take up to 5 banking days for the promised money to be deposited in our bank account.

In light of this guideline, we have had to implement stringent standard procedures for all transactions that cannot be departed from. These are:-

- If we receive funds by cheque, whether from you or from the mortgage lender, we will need that cheque no later than 7 banking days prior to the completion date.
- Before we send out any free proceeds of sale, the cheque received from the purchaser's solicitors must have cleared in our account. This can take up to 5 banking days.
- As soon as funds are cleared in our account, clients can request that the free proceeds be electronically transferred via the banking CHAPS system to their nominated account under deduction of our standard administration fee, currently £20.00.

The implication if you are a house buyer is that your new mortgage may start 5 banking days before you get the keys. For house sellers, you may not receive any free proceeds and your mortgage may not be redeemed until 5 banking days after you have parted with the keys.

17. **Legal Aid:** There are several types of legal aid available.

There are however two main types. Legal Advice and Assistance is the type of legal aid which covers all meetings, telephone calls and correspondence and is the type of legal aid which is applied for in general terms if you are not involved in a court action. This type of legal aid is means tested and granted according to your disposable income. Where you are eligible, you may have a contribution to pay and this is payable at the outset of your case directly to us. Where Legal Advice and Assistance is granted, the Legal Aid Board allows us to grant the first small amount of authorised expenditure; thereafter, they consider requests for increments in authorised expenditure which depend on the nature and the extent of the necessary work. It is open to the Legal Aid Board to refuse any further increases in authorised expenditure and should this occur we would advise you of it and discuss this with you before undertaking any further work on your behalf. In such a situation we may be unable to continue in providing you with legal services.

Civil Legal Aid; this is the type of legal aid generally required when you are involved in a court action. It cannot be granted by

us. It requires the completion of several application forms which are submitted to the Legal Aid Board along with supporting documentation for consideration by the Board. It is the Legal Aid Board who will determine if this is to be granted. If you are eligible for this type of legal aid, you may be asked to pay a contribution which is normally paid by monthly instalments directly to the Legal Aid Board. Generally, we cannot undertake any work until your application has been determined. However, where work requires to be undertaken as a matter of urgency, we are able to broadly assess your financial eligibility and do certain limited types of work to preserve your position pending your application being determined. In these circumstances, you will be asked to sign a mandate agreeing to pay any contribution which is later assessed by the Legal Aid Board as being due.

If at the end of your case, you have recovered or preserved any money or property, the Legal Aid Regulations are such that the Legal Aid Board can claw back out of any such money or property the amount of our account of expenses. Therefore, any money recovered for you may have to be paid to the Legal Aid Board. If you are eligible for Civil Legal Aid in a court action, you should note that in the event of you being unsuccessful, you can still be found liable for the other party's judicial expenses. In that event, you can apply to the court for a modification of such expenses.

18. **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 expenses recovered from your opponent. You should note that in most cases where you are unsuccessful in a court action you will be found liable for your opponent's judicial expenses which could be substantial.
19. **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 for any matter in which we act or have acted for you before sending you the balance. By signing these Terms you hereby grant authority for us to so deduct all such fees and outlays.
20. **Sales and Purchases of Property:** When you are selling property, we will deduct all outstanding costs together with our fees from any balance of 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. We may require you to put us in funds prior to the date of entry for outlays incurred on or before the date of entry (e.g. Stamp duty).
21. **Independent Fee Assessment:** The Auditor of Court or 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 Auditor or an external Law Accountant. Unless otherwise agreed with you beforehand, we will in that event be responsible for payment of their 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 Auditor or the external Law Accountant review your file and set an appropriate level of fee for the work done. If the Auditor or external Law Accountant reduces the amount of our original fee we will only charge that reduced amount and we will pay their costs. If, however, they confirm that our fee is correct or undercharged, then you will be responsible for their costs.
22. **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.

23. **Money Laundering:** Hay Cassels Limited is obliged by law, along with all other solicitors, to comply with all civil and criminal legislation currently in force. This includes the Proceeds of Crime Act 2002 and the Money Laundering Regulations 2007. 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".

In terms of the Money Laundering Regulations we need to verify your identity, your date of birth and your address by checking official documents. Even though we may know you personally we still have to comply with these regulations.

As part of our identity checks we may make searches about you with a credit reference agency or fraud prevention agency or may require to carry out a referencing agency check; this will include information from the Electoral Roll. This is not a credit check and will not effect your credit rating. The agencies will record the details of the search whether or not this transaction proceeds. Any documents provided to us will be recorded and copied for audit purposes as part of our Anti Money Laundering requirements. There is a charge of £45 per person for these searches and we will add this to your bill.

We are not allowed to do any work until we have verified your identity and address: Anyone who does any work for you before these checks have been carried out may be committing an offence under the Money Laundering Regulations. As you will appreciate this is not a risk we want to expose any of our staff to, but at the same time we want to be able to start working for you as soon the Regulations permit.

The best solution is for you to get the documents mentioned above to us as soon as possible, but if you need us to start work before you can get the documents to us then we can do a Referencing Agency check. The Referencing Agency report, which may merely confirm your address, will allow us to make a start but we will still need to see your passport or some form of Photo ID from you within 7 days.

The 7 day Rule: To protect our staff from putting themselves in breach of the Regulations we have adopted a 7 days rule. The effect of this is that if we do not have the necessary documents within 7 days, all work on your transaction will stop until the documents are produced.

We cannot accept or make payments in cash of more than £1000: We are unable to accept or make payments in cash of more than £1000. You can make payment to us by card and cheque or by Bank Transfer. Our bank account details are as undenoted. Please note our bank account details will not change during any transaction.

Royal Bank of Scotland Hay Cassels Client Account
Sort Code : 83 22 26
Account Number : 00206895

Acceptance of funds from you and payment of funds to you: By signing this agreement you agree that any cheque/CHAPS/BACS payment you make to us will be from an EU bank account in your name. Also you agree that we will only make a payment to a UK OR EU bank account or a bank account held in an internationally recognised bank and whose identity we are satisfied with, in your own name and to no other account.

If the funds come from any other source or are to go to any other destination 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 you not getting the keys to your new house on the day 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. (Your Bank will charge you up to £30 for a CHAPS transfer. We would request payments are not made by Bankers Draft, but if for some reason payment does require payment to be made in such a manner you must lodge with the Draft a letter from the said Bank confirming the name and account details from which the funds are drawn i.e. sorting code and account number.

Cybercrime Alert: Bank Details: Please be aware that there is a significant risk posed by cyber fraud, specifically affecting email accounts and bank account details. PLEASE NOTE that our bank account details WILL NOT change during the course of a transaction, and we will NOT change our bank details via email. Please be careful to check account details with us in person if in any doubt. We will not accept responsibility if you transfer money into an incorrect account.

24. **Indemnity Insurance:** As with all other solicitors, **Hay Cassels Limited** has in place significant indemnity insurance to protect your position.

25. **Counsel and correspondent professionals:** If we instruct counsel (an advocate or in England a barrister) or other specialist professional advisers in the United Kingdom or abroad to act on your behalf, we will exercise due care in selecting such advisers but we will not be responsible for their acts or omissions.

26. **Confidentiality:** All communications, correspondence, documents and other information provided to us by you or your advisers will be treated as confidential.

27. **Conveyancing Post Settlement Dispute/s /Additional Fees:**

- (i) You should be aware that our estimate for conveyancing work does not include any dispute and legal work arising after the date of settlement which will be charged separately.
- (ii) The fee estimate quoted is solely for conveyancing work carried out. You should be aware that additional fees may require to be charged. These additional fees are set out in Appendix I under the heading "Additional Conveyancing Fees".

28. **Termination of appointment:** Either of us may terminate our professional relationship at any time by giving written notice to the other. We hope that this will not happen but if it does, you will pay us all fees and outlays and expenses incurred prior to such termination and due to us in accordance with these Terms of Engagement, together with any further fees and outlays and expenses reasonably incurred by us in connection with the transfer of our files to another solicitor instructed by you. Upon payment, we will deliver the originals or copies of all deeds and documents belonging to you.

29. **Acceptance of Terms of Engagement:** It would be helpful if you would indicate that you accept the terms and conditions by signing and returning the accompanying duplicate of these Terms of Engagement. However, it is not essential that you do so, your continuing to instruct us will be deemed to be acceptance of these terms. These foregoing standard terms, as amended by any separate agreement, will govern the current transaction and any subsequent transaction.

30. **Ownership of the intellectual property rights in work produced while we act on your behalf:** It is very rare that a complete transaction is unique and original. Usually large parts of the letters, contracts, other documents and advice are produced from documentation or knowledge we have accumulated over many years. We will copy all and any documents to you but all intellectual property rights in the documentation remains the sole property of Hay Cassels Limited.

31. **Dissatisfaction:** If for any reason you are unhappy about the quality of service provided, or the amount of our fees, then we would ask you first take this up with the person dealing with your business. We would ask that you would put your comments in writing and state what action you would like that person to take. Alternatively, should you prefer or if you feel your initial approach has not resolved the point, we would ask you to raise the matter with Raymond Brown, our Client Relations Partner. Once again we would ask that you put your comments in writing, which will assist us in dealing with your complaint. Mr. Brown will ensure that any such complaint is fully investigated, and that you receive a response within fifteen working days confirming that your complaint will be fully investigated. Mr Brown may feel it appropriate to clarify issues with you or ask you to attend with him to discuss your complaint, or consider matters as set out in such letter of complaint. He will endeavour to deal with any such complaint within a reasonable timescale, taking into account the nature and the circumstances of the complaint.

If you are still dissatisfied you have the right to make a complaint to the Scottish Legal Complaints Commission, 10-14 Waterloo Place, Edinburgh EH1 3EG,

You can find out more details and access a complaint form and information about the time limits for making a complaint - from the SLCC website at www.scottishlegalcomplaints.org.uk or phone them on 0131 201 2130.

32. **Whole Agreement:** This Client Care Guide and Terms of Business document, 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. You will be deemed to have agreed that we will act for you on the terms set out above unless we hear from you to the contrary within seven days of dispatch of this document.

33. **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.

34. **Privacy Information** During the course of our engagement you may disclose personal data to us in order that we may provide our services to you. The processing of personal data is regulated in the UK by the General Data Protection Regulation EU 2016/679 as supplemented by the Data Protection Act 2018 together with other laws which relate to privacy and electronic communications. In providing our services, we act as an independent controller and are, therefore, responsible for complying with Data Protection Law in respect of any personal data we process in providing our services to you.

Hay Cassels Limited is committed to ensuring that your privacy is protected. Should we ask you to provide certain information by which you can be identified when working with you, you can be assured that it will only be used in accordance with this privacy statement.

Why we Collect and process your data:

We will ask for your consent to process your data, in order to provide legal related services to you.

How and what information is collected about you

An example of the information we collect about you would be;

- Name
- DOB
- Home Address
- Business Address
- Telephone Number

- National Insurance Number
- Personal Email Address
- Business Email Address
- HMRC Tax Reference (UTR Number)
- Details of your case

What we do with the information we gather and what it is used for:

- Professional record keeping of client information for the proper conduct of your legal business.

Your Rights:

- If you have given your consent to us processing your data, you have a right to withdraw your consent to any further processing.
- You have a right to request your data to be erased from our records.
- You have the right to request your data be transferred to another organisation.

If you wish to withdraw consent or request a transfer or erasure of your data, please email vtroop@haycassels.com. Please note if you do make such a request this may result in us not being able to carry out any further legal business for you.

How you can access your information:

You may request details of personal information which we hold about you under the General Data Protection Regulation. If you would like a copy of the information held on you, please Contact Valerie Troop at vtroop@haycassels.com

How long we keep your information for:

The Regulation does not set out any specific minimum or maximum periods for retaining personal data. Instead, it says that: Personal data processed for any purpose or purposes shall not be kept for longer than is necessary for that purpose or those purposes. We retain data and records in terms of Law Society of Scotland guidelines.

Further Information on Data Retention under GDPR can be viewed here <https://ico.org.uk/for-organisations/guide-to-data-protection/principle-5-retention/>

Security

Hay Cassels Limited is committed to ensuring that your information is secure. In order to prevent unauthorised access or disclosure, we have put in place systems and procedures that safeguard and secure the information we collect.

Right to Complain

If you have a concern about our information practices, you have a right to complain.

You can do so by contacting the Information Commissioner's Office on 0303 123 1113 or by visiting www.ico.org.uk.

APPENDIX I

Additional Conveyancing Fees

Conveyancing in Scotland can be a difficult process. There are many factors which can impact upon the difficulties and additional time that might be involved in any particular transaction.

Additional charges can arise from a number of categories.

Some examples of the factors that create additional charges could be :

- issues that relate to the client (an example of these would be where there were ID or issues relating to source of funds which is a requirement imposed upon solicitors by various regulators and governments)
- issues that arise because of requirements of a lender on a purchase. When purchasing property, most people rely upon obtaining finance from a mortgage provider or lender. Those mortgage providers or lenders will only provide funds on the basis of various conditions being met.
- issues that arise because of the nature of the property which is at the core of the transaction.
- issues that arise because of other parties to a transaction. An example of this is where the client is purchasing from a lender who has repossessed the property.

Discrepancy with title/Alterations

Sometimes during the course of a purchase transaction matters arise – such as a discrepancy with the title, or indeed unauthorised alterations – in which the seller offers an Indemnity Insurance Policy. This policy is put in place to cover you financially in the event that there is a claim by a third party. In the event that such a matter arises and a policy of this nature is offered, additional work is required to review this to ensure that the cover you are offered is adequate. As this falls outwith the scope of the normal Conveyancing fees an additional fee of £95 shall be levied.

Where in either a sale or purchase there is a requirement to investigate alterations to a property (this may extend to liaising with the surveyor who prepared the Home Report). In complicated circumstances this cost may increase but we will always notify you before carry out any additional work.

Obtaining Copy Documentation

If you are selling your property that has been altered or indeed constructed within the last 20 years the purchasing solicitor will require sight of the relevant Local Authority consents and or NHBC. As this falls outwith the scope of the normal Conveyancing fees an additional fee of £50 plus VAT shall be levied.

Indemnity Policy

As the work in procuring an Indemnity Policy on your behalf is outwith the scope of the normal Conveyancing fees an additional fee of £50 plus VAT shall be levied.

Drafting a statutory declaration relating to historic alterations

This is a statement that has to be signed by you in certain circumstances in a sale or purchase where you have to make a declaration that alterations to the property are historic (usually over 20 years).

Cost (excl VAT) £50.00

Transferring NHBC

If you are going through the process of selling your property that is less than 10 years old we may be asked by the purchasing solicitor to transfer the NHBC or equivalent documentation into their name.

Cost (excl VAT) £30

Transferring Specialist Guarantees

During the course of the sale of your property the purchaser may want you to transfer any guarantees that you may have for works such as dry rot, wet rot etc into their name.

Cost (excl VAT)

£30 plus VAT

Additional work for abortive fee

Sometimes transactions do not go all the way to completion for one reason or another. It may be the case that we have carried out extensive work on your behalf at the point whereby the transaction is terminated.

Cost dependant on circumstances (excl VAT)

Expedited Completion

The standard turnaround time for a purchase or sale is between 6 and 8 weeks. This can be for a variety of reasons. We understand that there are occasions in which there is a need to complete a purchase or sale quicker than the standard time. We are happy to do all we can to ensure the earlier completion, but as this falls outwith the scope of the normal Conveyancing fees and the charges can range from £95 to £295 depending on circumstances.

Potential Fees relating to Complex Issues

Additional Communications

Cost dependant on circumstances but additional communications with you, third parties, lenders, other solicitors all outwith the scope of the normal Conveyancing fees an additional fee of £95 plus VAT will be levied.

Defective title

This charge will apply in either a sale or purchase where additional work is carried out to remedy a title problem.

Cost (excl VAT)

£150.00 per hour

Dealing with complex title issues

There can be times when despite having a title registered at the Land Register anomalies can occur and issues arise. These can arise during the course of the purchase of your new home or can manifest themselves during the sale. Additional time will be required by our solicitors to review and formulate a solution to enable you to move forward. This, as you will appreciate is not part of the Standard Conveyancing Service offered and will attract an additional fee.

Cost (excl VAT)

£95 (if there are very complex issues which necessitate further costs we will discuss these with you prior to any such expenditure)

Dealing with complex contract

There are occasions where complex and difficult drafting is involved require to enable you to be in the best possible position. Missives that deviate from what is industry 'Standard' will attract an additional fee.

Cost (excl VAT)

£95 (if there are exceptionally complex issues the costs may be greater but will be discussed with you first of all)

Complex financial position of the Purchaser

Sometimes lenders instruct their own solicitors – what that means is, rather than dealing with one solicitor in the transaction we have to liaise with two. This means additional work required during the process which will mean that an additional fee will be levied.

Cost (excl VAT)

£120 (there are circumstances, particularly if a less common lender is involved where the costs may be greater but these will be discussed with you first)

Complex financial position of the Seller

For the majority, people who sell their property have to repay their mortgage (which we do as part of the service), but for others there are additional parties that require to be paid. As our Standard Service does not allow for this, an additional fee will be charged for each additional party that requires payment from the sale (please note, that this cannot be payments to third parties other than lenders or other solicitors).

Cost (excl VAT)

£95 (if there are considerable complexities this may be greater but we will discuss the situation with you first)

Resolving any bankruptcy entries

During the course of your purchase or sale we may receive information that suggests you having a Discharged or live Bankruptcy. We would require to obtain a report to confirm the position to allow us to advise you moving forward with your transaction. This is out with the Standard Conveyancing Tariff, for which an additional fee will be applicable.

Cost (excl VAT)

£75 (in more complex situations additional fees will be incurred but we will advise you of these first)

Potential Fees relating to Factors

Dealing with Factors (Retention at Settlement)

Where there is a Factor (or Property Management Agent) in a sale and we have to make a retention from the sale price to meet your common repairs obligations

Cost (excl VAT)

£25.00

Factors and intimation of sale and procuring information for purchaser

Where in a sale there is a Factor and the Purchaser's solicitors require full information including whether there are any repairs known or contemplated and where appropriate obtaining buildings insurance information.

Cost (excl VAT)

£75.00

Factors - dealing with a simple retention

Cost (excl VAT)

£15

Factors - dealing with the ultimate resolution of a straight forward retention

Cost (excl VAT)

£50

Factors - dealing with a complex retention

Cost (excl VAT)

£20

Identification

Various pieces of legislation requires us to identify parties to the transaction as part of anti money laundering requirements.

Cost (excl VAT)

£7 per person

Extended Identification and Source of Funds Checks

Cost (excl VAT)

Checks	Costs
International Basic Checks (Gifter or client in Europe, US, Canada, Australia or New Zealand);	Add £75
International Intermediate Checks (Gifter not in Europe, US, Canada, Australia or New Zealand and funds easily discernible);	Add £125
Where the accounts and/or online file of a Company require to be reviewed;	Add £95
Where interaction or communication is required with an accountant of a client/gifter or another professional connected with the client;	Add £150
Where there is extreme complication we will seek your consent to make any additional charges	Dependant on circumstances

If you are purchasing a property and are receiving a gift we will require to carry out a verification of the identity of the person from whom you are receiving the gift. As this is an additional service an additional fee will be charged to you.

As solicitors, we are heavily regulated and as such we require to review the source of any monies that you send to us. Often this is a straightforward process, but sometimes additional checks are required. An additional fee will be charged in these cases. Where you are purchasing a property and receiving a gift from friends or family towards your deposit extra checks are necessary.

Potential Fees relating to Land Registration & Titles

First registration at Land Registers

Where in either a sale or purchase the property is still based in the old Sasines Register as there is substantial additional work required to ensure that the title will be registerable in the new Register. Indeed the cost may be increased in certain circumstances (see defective title category)

Cost (excl VAT)

£95.00

New Title Incorporating Exclusive Servitude right(s)

When a property is to benefit from the exclusive right to have use of a car parking space, a “servitude” is required to be created. The property will be the “benefitted property”, and the parent title of which the property currently forms part will become the “burdened property”.

Cost (excl VAT)

£95.00

New Property built on Land with Multiple Title Numbers

Where a New Build Property has been built on a Site that comprises of areas of land previously registered under more than one Title Number there is substantial work to ensure your ownership of the property is registered. Indeed the cost may be increased in certain circumstances.

Cost (excl VAT)

£95.00

Land Register Downloads & Access

For your benefit where we can we always obtain a copy of the latest electronic Land Certificate relating to the property as well as any other relevant documentation from the registers. Obtaining an electronic copy allows a very considerable saving in time as well as reducing potential issues.

Cost (excl VAT)

£8

Requesting a survivorship clause in disposition

If you select a survivorship clause within the disposition then the additional cost applies.

Cost (excl VAT)

£50.00

Requesting an unequal title ownership split clause in disposition

If you select an unequal title split clause within the disposition then the additional cost applies.

Cost (excl VAT)

£50.00

Potential Fees relating to Lenders

Dealing with an unsecured loan

Cost (excl VAT)

£25.00

Any additional disbursements

£36.00 (if the funds are being sent by CHAPS)

Deed of guarantee

Cost (excl VAT)

£150.00

Deed of postponement

Cost (excl VAT)

£195.00

Deed of variation

Cost (excl VAT)

£195.00

Discharging a second security and where necessary dealing with repayment

Cost (excl VAT)

£95.00

Drafting assured shorthold tenancy

Cost (excl VAT)

£95.00

Incorrect mortgage offer

Cost (excl VAT)

£50

Pending repossession

Cost (excl VAT)

£150

Repayment of existing mortgage by CHAPS

Cost (excl VAT)

£20

Satisfying a special condition in the mortgage offer

Cost (excl VAT)

£90

CML Disclosure

Cost (excl VAT)

£75 (in more complex cases this will be greater but we will discuss the matter with you first)

If you are using a mortgage to assist in the purchase of your property and it transpires that information that we hold is not consistent with the information in the mortgage offer we are obliged by regulations in place (under what is called the Council of Mortgage Lenders) to notify the lender. For the most part, these notifications are merely for information and do not have a bearing on your transaction. For instances in which this is required an additional fee will be charged to you.

Late Arrival of Mortgage Offer

If you are purchasing a property with the assistance of a mortgage we would hope to be in receipt of your offer of mortgage from the lender at least three weeks before you are scheduled to move into the property; the reason for this is to ensure that all the necessary checks and procedures have been carried out to allow the loan funds to arrive on time for settlement to take place. There will be additional fees levied for cases in which Mortgage Offers are received late.

The charges are based on the weeks from the date of entry:

From 2 weeks from settlement: £60.00

From 1 week from settlement: £100.00

Less than 3 days from settlement: £150.00

Loan Incentive Scheme for First Time Buyers (THE LIFT SCHEME)

If you are purchasing a property with the assistance of the LIFT Scheme there is a substantial amount of additional work that is required to draw down the funds that are being made available to assist with the purchase of your new home. As this additional work is not included in our Standard Conveyancing Fee this will attract an additional fee. The cost of this additional work is £145 plus vat..

Help to Buy Scottish Ministers

If you are purchasing a property with the assistance of the Help to Buy Scottish Ministers scheme there is a substantial amount of additional work required to draw down the funds that are being made available to assist with the purchase of your new home. As this additional work is not included in our Standard Conveyancing Fee this will attract an additional fee. The cost of this additional work is £150 plus vat.

First Home Fund

If you are purchasing a property with the assistance of the First Home Fund scheme there is a substantial amount of additional work required to draw down the funds that are being made available to assist with the purchase of your new home. As this additional work is not included in our Standard Conveyancing Fee this will attract an additional fee. The cost of this additional work is £200 plus VAT.

Potential Fees relating to Negotiations/Interactions with third parties

Dealing with independent solicitors (to send monies required from them for a sale or remortgage)

Cost (excl VAT)

£100.00

Negotiating moveable items

Cost (excl VAT)

£75

Moveable items negotiation

Cost (excl VAT)

£50

Potential Fees relating to Reports/Searches/Plan

Drafting a statutory declaration relating to a Search

Cost (excl VAT)

£50.00

Property, Bankruptcy & Local Authority Searches

Cost (excl VAT)

£112.50

Reprographics and Plans

Cost (excl VAT)

£9

Dealing with issues relating to a Coal Report

Cost (excl VAT)

£50 (occasionally this will be higher but we will discuss the circumstances with you first)

Obtaining a Company Register Report

Cost (excl VAT)

£40

Dealing with obtaining a Plans Level 3 Report

If you are selling your property that is still registered in the old Sasine Register and it has exclusive garden ground we will require to obtain what is called a Plans Level 3 Report. The purpose of this report is to confirm that the property that you are selling is capable of being registered in the Land Register under the new regime that was introduced in 2014. There is additional work required in applying for this report that is not included in our Standard Tariff, meaning that you will be charged an additional fee.

Cost (excl VAT)

Including the actual cost of the report from Registers of Scotland £100 plus VAT