

TERMS OF BUSINESS (LETTER OF ENGAGEMENT)

1. **Your instructions** - Instructions may be given to us in writing or verbally or by e-mail. We may ask you to confirm some verbal instructions in writing. Any amendments to your instructions should be notified to us immediately they arise. Please remember, an e-mail may not be picked up within any specific timescale of it having been sent so, unless it is acknowledged by the recipient, you should ensure you confirm your instructions by another method if timeous action is required. N.B. You may not require to sign any documents to enter into a binding contract provided we act in accordance with your instructions.
2. **Identification** – You will be required to produce proof of identification to us, usually your passport or driver's licence and a utility bill. Certain alternatives may be acceptable subject to verification. This is a Law Society requirement and we are strictly bound by their rules. In certain circumstances alternatives or additional I.D. may be required by your lenders.
3. **Authority to instruct us** - In situations such as instructions being issued by a couple, whether husband and wife or otherwise, we will accept instructions from either party, unless you specifically advise us to the contrary. For a business partnership or limited company we will assume that instructions may be issued by any partner or director or otherwise by any obviously connected party or employee acting either with the authority of or on the instructions of a partner or director of the business.
4. **Reporting to you** - We will contact you at significant stages of the transaction when we have progress to report. Ideally we would hope that if you hear nothing from us it is because you do not require to hear from us. Remember, however, to let us know if you change your address or telephone number, or if there are any material changes in circumstances.
5. **Cost of transaction** - If you have not already received a written estimate of fees and outlays, please ask for one now. Remember, that if the work turns out to be more complicated or takes longer than anticipated due to circumstances outwith our control, the fee charged may be increased accordingly. Also, for certain types of work a payment to account of our fees and/or outlays will be required before the work is initiated. We specifically reserve the right to refuse to undertake such work in the event of such payment to account not being made.
6. **Payments due** - When any funds are due to be paid to you then these will be paid only after clearance of funds received by us on your behalf and, in accordance with normal clearance procedures, this will be three working days after our receipt of funds. The balance due to you, after retention of our fees and any outlays incurred, will be forwarded to you by cheque or otherwise, in accordance with your instructions to a nominated account or third party.
7. **Money Laundering requirements** - These have become increasingly stringent in recent years and mean that we may have to query aspects of any funds we receive from you or pay out on your behalf and if any transactions give rise to our suspicion then we are under an obligation to make a formal disclosure to The National Criminal Intelligence Service. Our enquiries may involve e.g. clarification as to the source of funds re house deposit, written confirmation of instructions of payments to third parties and confirmation of sources of electronic transfers made to our account.
8. **Fees and outlays** - These are payable at the time of conclusion of a particular piece of business. No credit terms are offered. Please be aware that if additional work or representation is required beyond that quoted for by ourselves or beyond the norm for any particular type of transaction (e.g. where complications arise or where there is a dispute either before or after conclusion - for example, in a domestic property transaction where there is an alleged defect in a central heating system after settlement of the transaction has taken place), an additional fee may be charged appropriate to the work undertaken. If mortgage papers are received at a very late stage, or if settlement of a transaction is delayed in consequence of mortgage papers not being available in time, an additional fee will be charged.
9. **Your file** - You accept that your file will be destroyed by us following completion of the transaction concerned, after a period of time deemed appropriate by us, irrespective of current Law Society guidelines on the subject. If you require us to deliver your file or files to a third party, it will only be released by us (provided it has not already been destroyed) following payment being made to us, in full, for all work carried out by us on your behalf. We specifically reserve the right to retain all client files on that basis.
10. **Client relations** - If you have a problem with any aspect of the service provided to you, please initially take the matter up with the Solicitor with whom you have been dealing. Before doing so, however, please be clear in your mind as to whether or not the difficulty has been caused by ourselves or by the actions of third parties. You will understand that if a third party has caused difficulties the problem is unlikely to have been of our making. Having said that, if a problem persists, or if you remain dissatisfied with the explanation provided, please contact the firm's Senior Partner, Mr. Peter Anderson, who will then review matters with you.