

## TERMS OF BUSINESS

- 1. Quality Service:** In all our dealings with our clients we aim to provide a high quality service, to find out what our clients want, and achieve it. We try to work quickly and efficiently, and we hope you find us friendly and approachable. At the end of the transaction we hope you will think our fee represents good value for money.
- 2. Contacting Us:** We are ordinarily open from 9am to 5pm, Monday to Friday. Our telephones are answered from 9am to 5pm, Monday to Friday. Our fax line is open at all times and we can also be contacted on our email address. MTM Defence Lawyers is primarily a Court practice which means that the solicitors will ordinarily be in Court for most of the working day. Appointments with solicitors are usually available between approximately 3.30pm and 5pm. We are also available to meet with you outwith these hours by prior appointment.
- 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 will require confirmation of this in writing.
- 4. Conflict of Interest:** We cannot act for two or more parties if they have conflicting interests. Please advise us at the outset if you are aware of potential conflicts which may arise. If we decide that we can still act (i.e. if you are one of the exceptions to the general rule) we will confirm this to you in writing.
- 5. Private Limited Companies:** If we are given instructions by a private limited company then, unless otherwise agreed with you in advance, it is a condition of our accepting these instructions that the directors are jointly and severally liable along with the company for payment of our fees and costs and any interest thereon.
- 6. Confidentiality:** Information passed to us is kept confidential and will not be disclosed to third parties unless authorised by you or required by law.
- 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. The Law Society of Scotland:** Like all Scottish solicitors, we are members of the Law Society of Scotland and subject to its professional rules at all times.
- 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 and by the timetable of the Court in which your case takes place
- 10. Insurance:** Please check any home insurance or car insurance policies you have. Our fees may be covered by your policy. If you are unsure please provide us with a copy of your documentation and we will make enquires on your behalf.
- 11. 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 fees 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. **Please note fees require to be paid in advance of Court hearings. Otherwise we will be unable to represent you. VAT is payable by you on all fees.**

- 12. Court Appearance Fees:** We will charge a minimum of one hour work for every Court diet we attend where you have agreed fees payable at an hourly rate.
- 13. Outlays:** You will be liable for any outlays incurred including any defence witness expenses that may be claimed
- 14. Accounts:** We will issue our account in one fee note or at regular intervals. Payment is due within seven days of the date of account. If not paid within this time we reserve the right to charge interest on the amount overdue at 4% over the Royal Bank of Scotland Base Rate. If you do not pay our account on time, we reserve the right to stop working for you and to charge you for the full amount of work we have done for you.
- 15. Costs paid on your behalf:** Where fees, outlays or expenses are to be paid by us on your behalf, we will endeavour to give you details of these in advance. You must place us in funds before the sums are due.
- 16. 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.
- 17. Money Laundering Regulations:** We will require you to provide us with proof of your identity (in the form of a copy of your driving licence or passport) and a copy of a utility bill showing your home address, before we can represent you. You must provide us with these documents within 7 days of the company accepting instructions from you to act on your behalf.
- 18. Dissatisfaction:** If for any reason you are unhappy about the quality of service provided, or the amount of our fees, then you should, in the first instance, take the matter up with the solicitor with whom you have been dealing. Alternatively, should you prefer or if you feel your initial approach has not resolved the point, we would invite you to raise the matter with Mr Martin Morrow, our Client Relations Partner, will ensure that any such complaint is fully investigated, and that you receive a detailed response within ten working days. If you are still dissatisfied you are always entitled to take the matter up with the Scottish Legal Complaints Commission.
- 19. Whole Agreement:** These terms and conditions, 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.
- 20. 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.

Signed: [Client] \_\_\_\_\_ Date: \_\_\_\_\_