



## CLIENT SERVICE GUIDE

### GENERAL

#### **Quality of Service**

In all our dealings with clients we aim to provide a high quality service, to ascertain what a client's requirements are and achieve them. We try to work quickly and efficiently and we hope that you find us to be friendly, approachable and professional. To assist us with this it is important that you respond to any communications issued to you as soon as possible.

#### **Contacting Us**

We are open from 9am to 5pm Monday to Friday. If the person concerned is unable to take your call please leave a message and your call will be responded to as soon as possible. Our fax line is open at all times and we can also be contacted on our e-mail address. We will also be able to meet with you outwith normal hours and outwith the office by prior arrangement.

#### **Proof of Identification**

In order to comply with relevant legislation we require to obtain formal proof of identification from clients. WE ARE NOT PERMITTED TO PROGRESS A TRANSACTION UNTIL SATISFACTORY ID HAS BEEN RECEIVED. Documents will be copied and returned to you. PLEASE ENSURE THAT YOU ATTEND TO THIS AS SOON AS POSSIBLE AS ANY DELAY COULD CAUSE A DELAY IN PROGRESSING THE WORK BEING UNDERTAKEN FOR YOU. If this is likely to present you with any difficulty then please let us know immediately. We require originals or copies certified by a solicitor. Please provide one item from column A and one from column B. If there is any difficulty with you providing any of this information please contact us so that we can discuss this with you

#### COLUMN A

Photocard Driving Licence

Current UK Passport

If neither of the above are available other

Forms of photographic ID card may be

acceptable. Please contact us for guidance

#### COLUMN B

UK Bank or Building Society account statement

Utility Bill

Council Tax Bill

HMRC Notice of Coding / P60 / P45

#### **Instructions**

Instructions can be given to us in writing or verbally. We may ask you to confirm in writing the terms of verbal instructions given to us. If there is any change in your instructions or of relevant information 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. Due to the unreliability of email, instructions given by email will only be acted upon if we confirm receipt of them to you. This does not include any automatically generated acknowledgement. In order for us to provide you with an effective and efficient service it is extremely important that you respond to all communications promptly. Information and instructions will be required from you on a regular basis. Advice will be given on the basis of the information provided by you. It is accordingly very important that you provide us with accurate and complete information.

**Scope of Work**

We will have confirmed to you what work we will be undertaking on your behalf. If you are unsure of this please let us know. We will not be responsible for providing any other advice. In particular unless agreed in writing to the contrary we will not provide accountancy, taxation or commercial advice. This should be sought from an accountant or other suitably qualified professional.

**Contact Details**

If you change address, telephone number or email please let us know immediately.

**Reliance on Expected Outcome**

Please do not make any commitments or otherwise act in reliance of the expected outcome of a matter. If you are considering doing so please discuss this with us first.

**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. you are in one of the exceptions to general rules allowed for by the Law Society of Scotland) we will confirm this to you in writing.

**Multiple Clients**

Where we are acting for more than one client in connection with the same matter then unless agreed to the contrary all instructions shall be given jointly and severally and we shall be authorised to take and accept instructions from either/any of the clients to act on the joint behalf of all of them and it shall be implied that each client has granted each other full power and authority to give such instructions on behalf of the other(s) and that each be legally bound by the instructions issued by either/any of them.

**Limited Companies and Partnerships**

Unless otherwise agreed with you in advance, it is a condition of our accepting instructions that the directors/partners are jointly and severally liable along with the company for payment of our fees and costs and the interest thereon. Unless otherwise agreed in writing we shall be acting for the company or partnership and not on behalf of the individuals involved including directors, shareholders or partners. The company or partnership shall specify the person or persons authorised to provide us with instructions and shall be bound by such instructions.

**Our data protection policy**

In compliance with the Data Protection Act 1998 (the DPA), we operate a Data Protection Policy a copy of which is available on request.

**Copyright and Third Parties**

All copyright of documents produced 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.

**Law Society of Scotland**

We are member of the Law Society of Scotland and subject to its professional rules at all times.

**Investment Advice**

We are authorised to conduct what is termed "incidental investment advice". In summary what this means is that we can provide advice relating to financial matters where this is connected with legal services being provided to a client. Only general advice can be provided. No specific advice as to investment products or investments can be provided. Such advice requires to be provided by a properly regulated Independent Financial Adviser. We have close working relationships with such advisers and would be happy to refer them to you should you so wish.

**Invested Funds**

While during the course of a transaction we are holding funds on your behalf these will, where appropriate be invested into a designated account with the Royal Bank of Scotland plc in your name so as to accrue interest to your benefit. Otherwise the funds will be held in our general client account with the Royal Bank of Scotland plc. In both cases the terms and conditions of the operation of these accounts with our bank may provide for us to receive financial benefit as a result of the funds being deposited. If you wish your funds deposited with another bank please let us know.

**Commissions**

From time to time we may receive introducer fees or loyalty commissions from third parties as a consequence of the introduction of business to them. This may include, for example, payments from the companies who we instruct to carry out property searches.

**Provision of Information**

It is essential that clients provide us with complete and accurate information with regard to the matter being dealt with. This is of particular important in any issues relating to taxation and including executries and trusts where information is being provided to the tax authorities who are entitled to impose penalties where inaccurate or incomplete information has been provided. You should accordingly ensure that all information provided by you is correct to the best of your knowledge and belief and that where any valuations are being provided these are based on professional valuations or some other reliable source.

**How Long Will It Take?**

The nature of legal work often makes it difficult to estimate precisely how long something will take to complete. We are often reliant on other firms of solicitors and other third parties to deal with matters effectively and efficiently but should they delay doing so this may also delay the conduct of our services. When we discuss your requirements at the outset we will also discuss these timescales. We do attempt to meet or better these and always to deal with everything as quickly and efficiently as possible.

**Post Completion**

It is not our practice to issue you with reminders about important dates which may arise after completion of a matter.

**Complaints**

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. If you remain dissatisfied we operate a complaints procedure which we will provide on request. If we are still unable to resolve any such concerns to your satisfaction you may make a complaint to the Scottish Legal Complaints Commission (10-14 Waterloo Place Edinburgh EH1 3EG tel 0131 201 2130) about the manner in which the work is being or has been carried out, or the conduct of the person or persons carrying out the work.. We recognise that Alternative Dispute Resolution Regulations have implemented ADR/EDR Directive 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 and if you have any concerns about the services you receive from this firm you should contact the firm's Client Relations Manager.

**Provision of Funds**

Where any transaction involves you lodging funds for payment to another party, for example in a property purchase transaction, then we require to receive the funds from you in sufficient time to enable them to have cleared by the date on which they require to be paid to the other party. Normally for UK clearing bank cheques this means that the funds should be received to us at least four working days prior to the date upon which they are due to be paid to the other party. IN ADDITION WE REQUIRE TO RECEIVE THE FUNDS BY WAY OF A CHEQUE DRAWN ON OR FUNDS TRANSFERRED FROM A UK BANK ACCOUNT IN THE CLIENTS' NAME. IF FUNDS FROM ANY ALTERNATIVE SOURCE ARE RECEIVED THEN WE MAY BE REQUIRED TO CARRY OUT ADDITIONAL PROCEDURES WHICH COULD DELAY COMPLETION OF A TRANSACTION. ACCORDINGLY IT IS EXTREMELY IMPORTANT THAT IF YOU ARE INTENDING PROVIDING FUNDS FROM ANY SOURCE THEN YOU NOTIFY US AT THE OUTSET OF THE WORK BEING UNDERTAKEN.

**Data Protection**

If you would like to view our privacy notice please go to [www.watson-lyall-bowie.co.uk](http://www.watson-lyall-bowie.co.uk) or request a copy of the notice from a member of our staff.

**Indemnity Insurance**

We are insured under the Law Society of Scotland Master Policy in respect of professional indemnity. The insured amount is £2,000,000. By instructing us to act for you you are accepting that our liability to you will be restricted to that amount.

## PROPERTY TRANSACTIONS

### Estate Agency

When engaged as estate agents we will undertake the marketing of your property in accordance with a marketing strategy agreed with you. We will liaise with you regarding viewings and interest shown in the property and will negotiate on your behalf to ensure the sale price is maximised in accordance with the market conditions. We will where requested provide a For Sale Board. Our commission will become payable when a sale price is agreed but we will normally agree to defer payment until completion of the sale. We require one months notice of termination of our agency and any sale within 6 months of the termination of our agency to a purchaser who was introduced by us or who became aware of the property during our agency will result in our commission being payable at the rate originally quoted. On withdrawal of the property from sale or termination of our agency we reserve the right to charge a marketing fee of £225 plus VAT. Where we are instructed to obtain a Home Information Pack the estimated cost shall be payable in advance unless otherwise agreed.

### Contract

In Scotland a contract for the sale or purchase of a property is not binding until the “missives” have been concluded. In general the contract is formed by the original offer, the acceptance to the offer (which will normally contain terms varying or amending the terms of the original offer), and a letter agreeing to these terms. Not infrequently there will be a period during which negotiation of the terms of the contract will take place. The contract documentation will be signed by us on your behalf as your agent. There may be some delay between the submission of an offer and the contract becoming binding. Accordingly it is **extremely important** that you should not take on any commitments, financial or otherwise, on the basis of the sale or purchase of your property until you have first discussed these with us.

### Funding

In the case of purchases only or in the case where there is a sale and purchase but there will be insufficient funds from the sale to cover all the purchase costs then it is extremely important that we are provided with sufficient funds to complete the purchase transaction on the due date. If you are arranging a mortgage yourself or through a broker you must satisfy yourself that an offer of sufficient funds will be made at an early stage of the transaction. We are not involved in the application process. Wherever possible a statement will be sent to you before settlement is due and you will be asked to let us have the total balance to pay the purchase price of the property together with the total amount of our fees, VAT and outlays. If there is any delay with this we may not be able to settle the transaction on the due date which would normally mean that you will be responsible to the seller for payment of interest and costs.

### Multiple Sellers and Purchasers

The free proceeds of sale of the property after repayment of any mortgage and all sale costs are to be divided equally or as otherwise provided in any pre-existing written agreement provided to us or as provided in the title deed as is appropriate. At any time we may request specific written instructions from individual clients. Unless we are instructed to the contrary title to any property will be taken in equal shares. **If there is more than one purchaser then all of them are strongly advised to enter into a co-purchase agreement to regulate such matters as the clients’ respective contributions to and shares of the property, liability for payment of the mortgage and what should happen in the event of disagreement etc. Please discuss this with us and advise us if you are making unequal contributions.**

### Land and Business Transfer Tax (LBTT)

This is payable by the purchaser. For residential property transactions, the rate of tax is determined by reference to percentages of the chargeable consideration for the transaction falling within the bands below:

| Purchase price             | LBTT rate |
|----------------------------|-----------|
| Up to £145,000             | 0%        |
| Above £145,000 to £250,000 | 2%        |
| Above £250,000 to £325,000 | 5%        |
| Above £325,000 to £750,000 | 10%       |
| Over £750,000              | 12%       |

For non-residential property transactions, the rate of tax is determined in the same manner as for residential property transactions but by reference to different rates and bands:

| Purchase price             | LBTT rate |
|----------------------------|-----------|
| Up to £150,000             | 0%        |
| Above £150,000 to £250,000 | 1%        |
| Above £250,000             | 5%        |

The funds **must** be available by the date of entry at the latest. Revenue Scotland requires the submission of a special tax return for most property transactions. Unless you instruct otherwise you are authorising us to submit this on your behalf. You authorise us to do so on the basis of the information provided by you.

### **Additional Dwelling Supplement**

There is an additional 4% charge on the purchase of any residential property (including, in some cases, commercial property part of which is residential) which qualifies as an “additional dwelling” in terms of the Revenue Scotland Rules. This does not apply if the value of the property is less than £40,000. The rules as to what constitutes an additional dwelling are complex.

Unless you advise us to the contrary we shall presume that you do not have any interest in any other property other than the one that you are purchasing. We shall also presume that you are not making the purchase as part of a property letting business. If these presumptions are incorrect you must let us know as soon as possible.

You should note that the rules mean that having an interest in the property does not necessarily mean that you own it in whole or in part but you can also be deemed to have an interest in certain circumstances. If at all in doubt please ask for further advice and guidance.

**There are additional rules for leases.** We will discuss these with you if applicable.

**To avoid penalties is extremely important that all LBTT returns are completed without delay.**

### **COSTS + FEE CHARGING POLICY**

#### **General**

Unless you have been provided with a written estimate of fees or you are entitled to legal aid the basis on which we charge you fees for a particular matter will be a lump sum and will depend on a number of important factors including:

- the time expended
- the value of the transaction
- the complexity and difficulty of the matter
- the difficulty, knowledge and responsibility involved
- the urgency of the matter
- the length, number and importance of documents or other papers prepared or examined
- the place we are required to carry out the work.

For executries our charges are based on the time spent dealing with the administration of the estate plus a percentage of the value of the estate and the funds intromitted with. The maximum percentage charges are as follows:-

Moveable Estate – 0.5%

Transfer of Heritage by Disposition – 0.5%

Transfer of Heritage by docquet transfer – 0.25%

Realising Capital – 1.5%

Collection of income – 5%

All of these will be taken into account when we assess the fee to be charged. We are happy to tell you at any time what the fees are to date. VAT is payable by you on all fees.

**Time Charge**

Unless stated otherwise time spent by a solicitor will be charged at our hourly rate from time to time applicable. It is not our general policy to charge on a strict time basis but instead to take into account all of the relevant factors as stated above.

**Estimates**

It is often difficult to give an accurate estimate of fees at the outset of any matter principally because the full details of the matter and how it will proceed will not be known at that stage. However we will when possible and on request provide an initial estimate based on our experience of the work that you have asked us to do. We will always endeavour to try and adhere to any estimate provided, however, unfortunately in some cases the work can turn out to be more complicated or can take longer than anticipated in which case we may require to increase the estimate to take account of this. In that case any increase will be charged in accordance with this policy. When reasonably practicable you will be informed as soon as possible of any material change in our fees.

**Court Work**

For work undertaken in the sheriff court we will either charge in accordance with our general policy as stated or in accordance with the set fees which are specifically allowed by the court for such work. Unless advised to the contrary at the outset then the later method shall apply. These charges are reviewed annually and it will be the charges in force at the time that the work is carried out that will apply. Full details of these can be provided on request.

**Payments to third parties**

As part of a transaction we may need to pay charges on your behalf to other organisations. For example, this may include searches and Land Registry fees and mortgage administration charges in property transactions, court charges in litigation matters and bank charges. These are all chargeable to you but as we not be aware of them in advance they may not be included in any estimate provided.

**Posts and incidents**

This charge is to cover posts, telephone call charges and other minor outlays. Normally this will not exceed 5% of the total fee. Charges incurred for couriers or for special delivery may be charged separately.

**Commissions**

Commissions will be charged on the collection of interest and dividends and stocks and shares at 5%. The realisation of capital forming the original executry estate shall be charged at up to 1.5%.

**Complex Matters**

In some cases the work undertaken can be of a particularly complex nature. In such circumstances we reserve the right to seek an uplift or increase in the fees charged to reflect the complex nature of the matter.

**Payments to Account**

You may be asked to pay an initial payment to account and/or regular contributions towards estimated fees. It is important that such payments are made promptly and you should be aware that if such payments are requested and not made we reserve the right to stop working for you and to charge for the full amount of work done to date.

**Payment**

Unless otherwise advised payment is due within thirty days of the date of the 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 from time to time. If accounts are not paid on time we reserve the right to stop working for you and to charge you for the full amount of work that we have done for you. We accept payment by debit or credit card. If paying by credit card there will be surcharge of 2.25% to cover the charges imposed on us.

**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 before sending you the balance.

**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 in order that you can place us in funds before the sums are due. If, however, you are unable to do so we will require to be repaid by you within seven days of you receiving a request for payment of the appropriate sum.

**Outstanding Monies**

We do of course wish to ensure client satisfaction; however, on occasion a client may decide to change solicitors. In such event a client will be responsible for the fees and any other outstanding payments due until the time of change. We are entitled to hold any title deeds, files or other papers until payment is met.



## **LEGAL AID**

### **Contribution**

You will have been advised on the basis of the information provided by you whether you are eligible for legal aid under the advice and assistance scheme. If you are eligible you will also have been advised that this is subject to payment of a contribution. Payment of any contribution is now due. If the cost of the work undertaken is less than the amount of the contribution will be refunded to you on completion. Where civil legal aid, special urgency work or advice and assistance is being provided you may be assessed by the Scottish Legal Aid Board (SLAB) as liable to pay a contribution. How much that is will depend on such factors as your income, outgoings and family circumstances. Further guidance is available from SLAB.

### **Recovery**

Under the terms of the advice and assistance scheme any money or property recovered or preserved on your behalf will normally require to go towards meeting your legal bills. There are certain exceptions to this however often it is not possible to ascertain whether or not this will happen until the matter is completed. Normally we are required to retain any funds received and to deduct costs from these if our account is not met by the Scottish Legal Aid Board (SLAB). If the account is met by them then the funds will obviously be paid out to you.

### **Limits of funding**

The legal aid services which we can provide are subject to the restrictions and financial limits imposed by the SLAB. We will, as and when necessary, apply for increases to this limit. If an application for increase is refused by the SLAB we may not be in a position to continue providing legal services to you under the scheme. You will be advised should this arise. Further work undertaken will not be covered under the legal aid scheme and will need to be charged to you. Unfortunately this process can sometimes cause delays in progressing your case.

### **Civil Legal Assistance**

If your case proceeds to the stage where court proceedings are contemplated then an application for civil legal assistance will be made. This is a separate scheme from legal aid advice and assistance and the rules are also quite different. It can sometimes take a period of several weeks for them to make a decision. In general work undertaken prior to a determination being made by them is not covered under the scheme and therefore unless you agree to pay for such work privately then we are required to undertake no further work except where such work is covered under the existing grant of legal aid advice and assistance or can be covered under emergency provisions. You will be advised should this apply. Normally any money which you are due to receive while you are in receipt of civil legal assistance whether or not your case actually goes to court must be paid to the SLAB. This does not include any money received for maintenance or some other circumstances. Even if you would prefer to settle your account yourself this cannot be done. The Board will then check our account and once it has been paid release the monies less what they have paid to us. This can sometimes cause substantial delays in your receiving money due but again regrettable this is unavoidable. If what you receive is not money but property or some other form of investment and you do not have free cash to pay what is due by way of fees and outlays the Board may take a security over the property and when it is sold you will have to pay them what is due together with interest.

If you are successful in a court action it may also be that the opponent will be liable for payment of your expenses. These expenses would be based on a separate court scale and do not necessarily relate directly to your own bill. However, if such expenses are payable and recovered they will be offset against your bill. If you are wholly or partially unsuccessful in your case you can expect that the court will order you to pay the opponent's expenses or part of them. It is particularly difficult to predict how much these might be because they will depend on how far the case goes and how much work your opponent's solicitors had to do. When you are in receipt of legal aid normally the amount of these expenses will be limited or even reduced to nil. This is, however, a matter of discretion for the court and the position cannot be guaranteed. This should accordingly be borne in mind by you at all times during the conduct of the case.

You are also under a duty to report to the Legal Aid Board any change in your circumstances. This can either be done directly by you to the Legal Aid Board or through ourselves.

You should also appreciate that whilst our first duty is always to you as our client we are also placed under certain duties to the court and the SLAB. If such issues should arise during the course of the matter for which we are acting for you then they will be discussed with you. It is appreciated that this is fairly complicated but it is important that before we start work for you, you fully understand what the position is in relation to the work under and your legal aid cover. If there is anything which you are unsure of we will be happy to discuss it with you.

Further guidance is available on SLAB's website [www.slab.org.uk](http://www.slab.org.uk)

## **Criminal Legal Assistance**

If you plead not guilty a full legal aid application will be completed. You will need to cooperate with this and provide any information that is requested. If legal aid is subsequently granted then we will then proceed to request disclosure of the Crown evidence and once received we will discuss this with you but we are prevented from providing you with copies. If legal aid is refused we will contact you to discuss how you wish to proceed. For the avoidance of doubt you are not covered under the full legal aid system until you are told your application has been granted and accordingly until then unless you have received legal aid advice and assistance fees will be charged in accordance with our fee charging policy.

If you plead not guilty but subsequently lead guilty or are found guilty the sentence you receive is likely to be higher than you would have received if you had pled guilty at the outset. If you are convicted you have the right to appeal. Should you wish to appeal you **must** tell us immediately after you are convicted as generally appeals must be lodged within 7 days.

You should also appreciate that whilst our first duty is always to you as our client we are also placed under certain duties to the court and the Scottish Legal Aid Board. If such issues should arise during the course of the matter for which we are acting for you then they will be discussed with you. It is appreciated that this is fairly complicated but it is important that before we start work for you, you fully understand what the position is in relation to the work under and your legal aid cover. If there is anything which you are unsure of we will be happy to discuss it will you.