



**ANDERSONBAIN LLP TERMS OF BUSINESS
(LETTER OF ENGAGEMENT)**

1. **Your instructions** - Instructions may be given to us in writing or verbally or by e-mail. We will communicate with you and any relevant third parties in writing or verbally or by email. 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. You will not require to sign any documents to enter into a legally binding contract and can be committed by our signature to the contract provided we act in accordance with your instructions. In the event of works and/or services to a third party being instructed by us on your behalf and in accordance with your authority you will remain directly liable to the provider of the service and/or contractor carrying out the works in relation to the relative costs and you accept that your full details may be provided to the appointed person or company who may then contact you directly regarding payment for the service provided. You should be aware that we do use social media platforms including Facebook and Twitter to market our clients' properties and therefore any instruction to us to deal with an Estate Agency service for your property will include authority to use these resources unless we receive specific written or email instructions not to do so. In the absence of such an instruction you accept that we cannot be held responsible for any form of criticism or feedback, positive or otherwise expressed by visitors to those mediums.
2. **Identification** –We will obtain proof of your identity through a third party verification agency compliant with the guidance of the Joint Money Laundering Steering Group (JMLSG) at a cost of £20.00 plus vat, per person. In certain circumstances alternatives or additional I.D. may be required by your lenders and/or ourselves.
3. **Authority to instruct us** - In situations where instructions are 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. **Client Responsibilities** – You are required to give instructions and information timeously when requested. You must also, where necessary, make yourself available to sign documentation in connection with your transaction.
6. **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. Full details of our schedule of charges including detailed charges to be applied expressed in units will be produced on request. 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.

Fees and outlays - These are payable at the time of conclusion of a particular piece of business. The hourly rate for a partner carrying out work on your transaction will be applied at a maximum rate of £320 per hour unless another hourly rate has been agreed with you in advance. No credit terms are offered. Particularly during the course of a conveyancing transaction, unforeseen complications can arise which creates considerable additional work. 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, an additional fee may be charged appropriate to the work undertaken. Although not limited to the undernoted, additional fees as narrated below will be applied in relation to the following specified areas:

(a)	<p>Arranging Title Indemnity Policy (per policy)</p> <p>If following a review of the title and the search results it becomes apparent that an indemnity policy is required we will apply this fee in respect of obtaining a quotation and a draft policy and forwarding the same to you for review. In some instances you may not feel a policy is necessary, a policy may be required to protect your lender's interests. Please note the fee for arranging the policy and the cost of the policy itself will be additional.</p>	£55 plus VAT
(b)	<p>Dealing with Third Party Solicitors</p> <p>If there is a third party Solicitor involved in the transaction whom we need to liaise with, for example, if you are selling a jointly owned property and the joint owner instructs their own Solicitor this fee will cover the additional correspondence arising</p>	£100 plus VAT
(c)	<p>Expedited Completion Fee</p> <p>We will require at least a week to arrange completion of your transaction to enable us to carry out the final searches, obtain a final redemption figure and draw down your mortgage advance. If there is less than week to arrange completion due to your requirements we will charge a fee for prioritising your matter.</p>	£195 plus VAT
(d)	<p>Leasehold Fee</p> <p>When the property is held on a leasehold title in respect of the additional work involved including reviewing the freeholder's title and obtaining evidence that the ground rent is paid to date and confirmation of their notice fees.</p>	£95 plus VAT
(e)	<p>Restrictions</p> <p>When there is a restriction registered against the property title we will require to deal with the compliance/removal of the same.</p>	£50 plus VAT
(f)	<p>Separate Lender Representation</p> <p>If your lender insists on instructing their own Solicitor to represent them this fee will be applied for the additional work involved in complying with their lender's Solicitors' requirements.</p>	£250 plus VAT
(g)	<p>Telegraphic Transfer Fee</p> <p>Upon completion we will be required to submit the balance required to redeem any existing mortgage to your lender by telegraphic transfer. If there is a surplus due back to you, and you require this by way of a telegraphic</p>	£25 plus VAT
	transfer, a further fee of £25 plus VAT will be payable.	

(h)	<p>Third Party Gift</p> <p>If any funding towards the transaction is being provided by a third party, such as a family member this fee covers the cost of our writing to the person providing the funding, checking their identity and their evidence of funds.</p>	£75 plus VAT
(i)	<p>Unregisterable Title</p> <p>In most cases the title to a property will be required at the Land Registry. Registration of property became compulsory in Scotland in 1996. If the title to your property is unregistered an additional charge will apply for the extra work involved in reviewing the title and submitting the same for first registration following completion.</p>	£150 plus VAT
(j)	<p>Co-ordinating Damp & Timber Specialist</p> <p>If the Home Report provides for production of a wood treatment or damp-proof specialist report and we require to instruct this and provide it to your Mortgage lender</p>	£75 plus VAT
(k)	<p>Organising Roofing Contractor</p> <p>This fee will be applied in the event of the Home Report recommending a roof inspection to be carried out and we arrange this and provide the report to the mortgage lender</p>	£75 plus VAT
(l)	<p>Organising Gas & Electrical Compliance Certificates</p> <p>In certain cases, to comply with landlord's regulations and/or mortgage regulations, these Certificates may be required and, if we are called to organise these and produce them, this fee will be applied</p>	£75 plus VAT
(m)	<p>Discharge of Second Charge</p> <p>In the event of your grant of a postponed or second Security over your property, then at the time of sale, this will require to be discharged in addition to your primary lender's Security. All work relating to this will be covered by this fee</p>	£150 plus VAT
(n)	<p>Dealing with Discharge of Inhibition</p> <p>If the Personal Searches disclose an Inhibition which precludes your ability to complete the transaction then our involvement in dealing with the Discharge of this Inhibition this fee will apply</p>	£225 plus VAT
(o)	<p>Dealing with Central Heating Defect (initial 2 letters)</p> <p>Should you discover a defect to the heating system which you have an entitlement to pursue the sellers in relation to the cost of the repair or should we require to provide you with advice on this matter. Additional work in relation to this matter will be applied at £125 per hour</p>	£80 plus VAT*
(p)	<p>Minute of Agreement</p> <p>In situations where, for example, joint purchasers may wish to have any informal agreement they have reached regarding their joint ownership of the property to be formally regulated. This would apply in the case of a</p>	£195 plus VAT**

	couple who may wish an Agreement to recognise their different contributions towards the deposit of the property or may regulate the position regarding a family purchase.	
(q)	Deeds Release Fee Fee for handover of Title Deeds to other Solicitors in event of change of agency	£35 plus VAT
(r)	Help to Buy ISAs Fee for all work required in respect of the above	£50 plus VAT
(s)	Obtaining Council consents, including Building Warrant and Completion Certificates. Fee for all work relating to obtaining Council paperwork which the client does not hold or is not with Title Deeds.	£75 plus VAT

N.B. All of the above charges are exclusive of any outlays which require to be incurred.

Estimates – Any estimate of fees may be only a guide and based on information known to us at the outset and should not be regarded as a fixed quotation, unless of course a fixed charge is agreed in writing. Any estimate we give is based on our experience in handling matters similar to the work you have asked us to do. However, no two matters are ever exactly the same and in some circumstances it may be necessary to revise our original estimate. We will tell you as soon as we can if the works is more complicated or will take longer than we originally thought.

Payment of fees – We will issue our account either at the end of a matter or at regular intervals, depending upon the nature and duration of the work involved. We shall be entitled to render interim fee notes for work in progress at the end of each calendar month. Payment of fees, VAT and all outlays shall be immediately on the date our fee is rendered. If not paid within this time we do reserve the right to charge interest on the amount overdue at 4% per annum above the base rate of the Bank of Scotland as may be varied from time to time. Also, if you do not pay our account on time, we reserve the right to cease acting for you and to charge you for the amount of work we have done on your behalf.

Clients introduced by Mortgage Brokers - Any client who arranges their mortgage via a Mortgage Broker or similar intermediary accepts that we may pay that Broker a fee for dealing with all aspects of the mortgage arrangement on your behalf including expediting the mortgage process to facilitate timeous completion, checking any loan offer terms to be in line with the finance applied for, and liaising with us directly or indirectly on all material and practical aspects. Such payments will be made by us directly to the Mortgage Broker and will disclosed to you in advance of completion of your transaction in our State for Settlement which provides you with a summary of the financial intronmissions relating to your transaction. Such payments will also be recorded as an outlay on our Firms' Cash Account which you will receive after completion of your transaction which details all monies received and paid out by us on your behalf.

Estate Agency Fees – We are entitled to commission on sale fee or an equivalent agency fee at the appropriate rate in accordance with our estimate of costs in the event of a communication to the seller or to the Firm of an offer from any person who is willing to acquire the property at the asking price or at such other price or consideration agreed with the seller and sought by us, notwithstanding that such an offer may be subject to contract, finance, updated Home Report, survey or sale or that after communicating the offer such purchaser refused to proceed because of any misrepresentation, misstatement or failure to co-operate on the part of the seller. You will be liable to pay the commission on sale or agency fee to us in addition to any other costs or charges agreed if such purchase is introduced in accordance with your instructions and this must be paid if you subsequently withdraw the property for sale and missives are not concluded irrespective of your reasons. If a purchaser enters into any missives but fails to complete we shall be entitled to a fee equivalent to the commission on sale quotation. Unless you expressly state in writing otherwise, you agree to us promoting and marketing your property for sale through the mediums of Facebook, Twitter, LinkedIn and any other social media

platform that we in our sole discretion deem relevant or advantageous at the time. We do not agree to Joint Agency of any description.

Where a property for sale is withdrawn from the market we reserve the right to make a charge in respect of any work carried out by us on your behalf, including but not limited to, work in connection with marketing the property, preparing schedules and any associated administrative work.

Payment of the marketing fee included in the quotation you receive may, at our discretion, be deferred to the date of settlement of your sale. In the event that your property remains on the market unsold for a period of 3 months the marketing fee included in our quotation will be due at that time and you will require to settle the amount due on our usual terms. In the event of failure to settle the marketing fee and any outlays due at that time we reserve the right to resign agency, withdraw your property from the market and recover any outstanding fees and outlays from you together with additional interest thereon and the cost of recovery. We reserve the right to delay actioning any instruction to withdraw or transfer agency of your property until we receive payment in full of all outstanding fees and outlays incurred and any interest due for late payment.

Our estimate of costs will show VAT, Land and Buildings Transaction Tax (LBTT) and registration charges at their current rates. If the Government should alter these taxes or charges during the course of the transaction, you will be liable for payment at the altered amounts. We shall endeavour to have you sign the forms concerned personally but if urgency or necessity dictates, then by acceptance of these terms of engagement you agree that we are appointed to sign any necessary forms as your Attorneys.

Independent Fee Assessment – If you are dissatisfied with the amount of our fees, you may ask the Auditor of the Court of Session or an independent law accountant to fix a fair and reasonable fee for work carried out. If the Auditor or accountant reduces the amount of our fees we shall only charge that reduced amount and we shall pay the costs incurred in obtaining the independent valuation. If however, the Auditor or accountant determines a higher fee or confirms the fee as charges by us, then you will be responsible for the costs incurred in obtaining the independent valuation as well as the fee determined. In Executry cases our files will be assessed by an Independent Law Accountant. Their fee will be charged as an expense on the estate. If you are unhappy at the level of fee assessed you are entitled to have the file taxed by the Auditor of the Court of Session who in taxing the file will do so in accordance with the written Fee Charging Agreement.

7. **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 instruction. Please note that there may be administration charges paid back to estate agents or introducers, or commissions paid to us from third party introducers upon completion of transactions and if you have any queries in this regard, please do not hesitate to ask.
8. **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. If any transactions give rise to 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. Failure to provide the requisite information may mean that we will be unable to continue acting on your behalf.
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. **Transaction Solicitor**– We are committed to providing you with a good service and accordingly you will be given the name of the Solicitor who will have overall responsibility for your transaction (“the Transaction Solicitor”). You should be aware that your Transaction Solicitor may delegate aspects of the day to day responsibility of your transaction to appropriately qualified support staff. Wherever possible we will endeavour to provide you with the name of any support staff involved in your transaction. The Transaction Solicitor will always have overall responsibility for your transaction. We reserve the right to make changes to your Transaction Solicitor.
11. **Client relations** - If you have a problem with any aspect of the service provided to you, please initially take the matter up with your Transaction Partner 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 Complaints Partner Robin Leith (“the Client Relations Partner”), who will then review matters and who may appoint a specific partner of the Firm to deal with the complaint whose identity will be made known to you and you will receive communication from them directly. In the event you feel any complaint made by you to the Client Relations Partner has not been dealt with satisfactorily you are entitled to take up the matter with the Scottish Legal Complaints Commission, 12-13 St Andrew Square, Edinburgh, EH2 2AF; Tel: 0131 201 2130; Email: enquiries@scottishlegalcomplaints.org.uk
12. **Alternative Dispute Resolution** – 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.
13. **Appointment** – These Terms of Engagement are in respect of the appointment of the Firm as legal advisers to you. As a Firm of solicitors practising Scots Law, we can therefore only advise you on the law in Scotland and matters within our competence. If you need to seek specialist legal advice which we are unable to provide we may refer you to specialist firms or independent consultants. In addition, we do not generally advise on accounting or taxation matters. When we take your instructions for the first time, we are obliged by law to obtain certain forms of identification from you. We reserve the right to withdraw from acting for you if you fail to provide us with the information requested of you.
14. **ARTL** – This is a system whereby title to property is registered electronically in the Land Register. Where the work being carried out on your behalf is a conveyancing transaction which is ARTL compatible, it may proceed under ARTL unless, for reasons outwith the firm’s control, the ARTL system is not available at the material time. Certain Lenders will insist that transactions involving loans from them proceed under ARTL where compatible. To operate under ARTL, we will require you to sign a mandate allowing us to execute deeds digitally on your behalf. It is extremely important that the mandate is signed and delivered to us as soon as possible since we will be unable to digitally execute deeds on your behalf unless it is in our possession. This could lead to delays in completion of your transaction. Each person who would be required to sign a deed will require to sign and deliver a mandate.
15. **Money held by us** – Payment in house sale and purchase transactions is traditionally made by Solicitors cheque on the day of settlement. This is in accordance with guidelines issued by the Law Society. Except in exceptional circumstances, once issued, a Solicitor may not stop a cheque. However, these payments are **not** cleared funds and we will **not** be in a position to telegraphically transfer net proceeds on the date of settlement. A minimum of three working days is required for a cheque to clear before funds can be transferred. We will try to ensure that cleared funds are transferred to you within no later than 4 working days from our receipt of payment of funds due to you from other solicitors or other third parties but we are not able to guarantee a specific date of receipt of cleared funds into your account as such transfers can be subject to the vagaries of different Bank’s clearing systems.

It should also be noted that in the event of settlement by cheque being made after banking hours, we are prohibited by Law Society Accounts Rules from using a cheque on reliance of the cheque received until that cheque is lodged in the Bank. For example, if settlement of a sale and purchase was intended on the same working day and for whatever reason settlement of the sale was by cheque after banking hours, we would not be in a position to issue a cheque for the purchase until we could lodge the sale cheque in our bank.

Only in exceptional circumstances which may be authorised by the Firm's Cash Room Partner, will payment of deposit or part deposit in excess of £5000 for the purchase of a house be accepted by debit card payment. Such payments are likely to trigger a Bank's automatic security system and flag up the payment as an unusual transaction which requires to be investigated, thus introducing a delay in payment which could mean that the sum paid was not available on a settlement date. Such payments will not in any circumstances be accepted by credit card.

16. **Money paid to us**

In the case of any transfer of any amount due to the firm during your dealings with us, any online payment should be made only to the account specified in the "Instructions for Payments Form" provided to you when we submitted our Client Information Sheet at time of commencement of dealing with you.

17. **Incidental Business**

The Firm is licenced to carry out incidental financial business as governed by the Law Society of Scotland.