

Mr H and Mrs C Thompson  
11 Douglas Crescent  
Edinburgh  
EH12 5BB

Date: 21 April 2021  
Our ref: RAM/THOMP04-02  
Direct tel: 0131 510 6977  
E-mail: [ross.mackay@coulters.io](mailto:ross.mackay@coulters.io)

Dear Mr and Mrs Thompson

## **Discharge of Security of 11 Douglas Crescent, Edinburgh, EH12 5BB**

We thank you for instructing us in relation to the above. The work will be carried out on the terms set out in this letter including the attached Schedule.

The Partner responsible for this particular matter will be Ross Mackay and the work will be carried out by Emily Reid, Trainee Paralegal. If it proves necessary to involve additional people to any significant level, you will be told of their identity and role.

We estimate our fee as being £250 excluding VAT and outlays (primarily but not exclusively registration dues of £80). Our fees and outlays other than any referred to below, are as set out in the estimate already issued to you.

If the work does not proceed to the expected conclusion or if there is unforeseen complexity or substantial difficulty, our fee may be based on the time which is spent on the matter and we reserve the right to raise an additional or higher fee in such unusual cases.

The invoice for our fee will normally be issued on completion of your work but we may issue interim invoices for outlays or our time whilst work progresses.

We will keep you up to date with progress on the work being done and tell you of all significant developments. If at any time you wish an update or are uncertain as to what is happening, please contact the Partner who is responsible for this work.

## **Payments from You**

**There is now a regrettably increased risk of criminals intercepting (“hacking”) email communications including those between solicitor and client. This has resulted in some cases of clients sending funds to an incorrect account and being lost to this criminal activity. Firstly, in general terms, always take care in making any electronic payment to us – always feel free to call us to check details you receive from us. Second, please note any request for payment you receive from us will refer to the following account: Bank of Scotland, Royal Mile, Edinburgh; Account Name: Coulters Legal LLP; Account:**

**10560767; Sort Code: 80-46-38. You must not act on any communication from us referring to a different account.**

If you have any queries please let us know, but otherwise your continued instructions in this matter will amount to your acceptance of the terms of this letter.

Yours faithfully

A handwritten signature in black ink, appearing to read 'RM', with a long horizontal flourish extending to the right.

**Ross Mackay**  
**Partner**

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## SCHEDULE

Our aim at Coulters Legal LLP is to provide a service of quality that the discerning client is entitled to expect of his or her solicitors. We intend to deliver that quality in all matters relating to your property in a friendly and approachable manner.

- **Limits on our responsibilities and liability**

- We will **not** advise on any implications of your transaction relating to taxation, environmental or co-habitation matters.
- We cannot take the place of accountants, architects or environmental consultants who you should consult if you have a concern within their remit.
- We will assume, unless you notify us to the contrary, that you have taken appropriate advice as to the tax implications of any matter. If tax may be a relevant issue then you should seek separate tax advice.
- Our services are provided solely for the benefit of you as our client. We accept no responsibility to anyone else.
- Our aggregate liability for losses, damages, costs, claims and/or expenses (whether arising under contract delict, statute or otherwise) in relation to the work referred to any piece of work (or series of connected pieces of work) done for you shall not exceed the sum of Two Million Pounds (£2M).
- We shall have no liability for losses, damages, costs, claims and/or expenses which arise as a consequence (whether direct or otherwise) of:-
  - a) information provided by you and/or on your behalf being incomplete, inaccurate, illegible, out of sequence, misleading, missing, late or deficient in any respect whatsoever: and/or
  - b) any other failure attributable to you and/or a third party;

and you shall indemnify us, on demand, in respect of the same. We shall have no liability to you in respect of any indirect or consequential loss or damage (whether in the forms of loss of profit or otherwise) howsoever arising. We shall have no liability to a third party for losses, damages, costs, claims and/or expenses which arise in connection with (whether directly or indirectly) services provided to you and you shall indemnify us on demand in respect of same.

- **Your responsibilities**

We will need to involve you throughout the transaction in order for us to act in your best interest. You must therefore provide us with clear and timely instructions, return signed deeds promptly, advise us of any change in your contact details and provide necessary documentation when required.

You should also note that any information provided by you may be relied upon without further investigation.

- **Value Added Tax**

All amounts are net of value added tax. Value added tax will be charged at the appropriate rate on our fees and on those expenses that are subject to value added tax.

- **Payment**

We require payment to be made immediately upon completion of transactions, unless a different arrangement is made, in which case payment is required no later than 30 days from the date of invoice.

As our client, you will be primarily responsible for payment of our fees and expenses even where it is agreed that a third party will pay them. If any invoice is overdue for payment, we shall be entitled to refrain from continuing to do work for you. This applies to the matter to which the invoice relates and any other matter for which we may be working for you. We shall also be entitled to retain documents and papers belonging to you, together with our papers, until all sums outstanding to us for any work are paid.

We may charge interest on unpaid bills and will do so at the rate prescribed in the Late Payment of Commercial Debts (interest) Act 1998, or if this Act does not apply, at 4% above the Bank of Scotland plc base rate from time to time.

- **Monies**

In certain circumstances we may require you to make payment(s) on account of charges and expenses to be incurred prior to any work being carried out or continued. If these circumstances arise we will contact you to discuss this and let you know the amount required by us.

Money held by us for you, whether on account or otherwise, will be deposited in our client account and you will be entitled to the interest which would have been earned had it been held in a separate designated deposit account at the Bank of Scotland plc, unless the amount of interest is less than £20. All deposits in our client account on your behalf continue to be your money at your risk. We do not accept liability whatsoever for loss of monies to cover the security of money deposited in our client accounts. We will require a reasonable time to comply with your instructions if you wish to instruct us how to apply your money. Please note we may not be able to withdraw monies from deposit outside of banking hours.

Money held by us (and accrued interest) may be taken by us in payment or part-payment of any of our invoices.

- **Commissions**

We may receive commission or loyalty dividend payments from some of the organisations that provide us with search and other reports and/or services. In addition, we may pay commission or loyalty dividend payments to some of the organisations that provide services to us in connection with your work.

- **Complaints and Termination of Relationship**

Our aim is to provide an excellent quality of service which matches your expectations and instructions. If you are dissatisfied with any aspect of our service, please let us know as soon as possible.

To resolve swiftly any client dissatisfaction, we operate complaints handling procedures. If you want to discuss any aspect of the way in which your instructions are being undertaken and

you do not wish to do so with the individual lawyer involved, please speak to the Partner handling your case.

If you remain dissatisfied, or your complaint relates to the Partner, then please speak directly with our Client Relations Partner whose contact details are available from the Partner.

If the problem is not resolved you may submit a formal complaint to; Scottish Legal Complaints Commission, The Stamp Office, 10-14 Waterloo Place, Edinburgh EH1 3EG.

The SLCC operate strict time limits for accepting complaints, which require complaints to be made within one year of the service ending or the conduct occurring.

The Alternative Dispute Resolution Regulations 2015 promote alternative dispute resolution (“ADR”) 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 Partner.

Our relationship is based on mutual trust and confidence. In the event of that coming to an end, it would be undesirable for us to continue to act. Accordingly, we believe it is right that you should be entitled at any time to cease instructing us and similarly we should be entitled at any time to cease to act for you (subject in our case to any overriding professional requirement on us to continue acting).

We may decide to stop acting for you only with good reason. For example, this may be if you do not pay an interim bill, if you do not make any payment on account when requested, if you do not pay any invoice of ours or we are subject to a conflict of interest. We will, where possible, give you advance notice of our ceasing to act for you.

You will be liable to pay us for all work carried out up to the time when we cease acting for you.

We reserve the right to keep all papers, documents and funds, irrespective of the matter to which they relate, until all fees and expenses owed by you to us in relation to any matter are paid in full.

- **Statutory Cancellation Rights for Individuals**

If you are a private individual and you have instructed us in relation to a non-business related matter then you may have a statutory right of cancellation if the contract between us was formed by any means of distance communication or in your home or place of work. This right arises under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013. Your statutory right of cancellation without liability for our fees in these circumstances under regulation 10 of these Regulations will, to the extent permitted by law, cease as soon as we commence work for you. This cancellation right therefore may not apply once we start work.

Where your statutory right of cancellation under these Regulations does apply, then you may generally exercise that right within 14 days from the date of receipt of these Conditions of Business

If you exercise your statutory right of cancellation within that period, you will only be required to pay for any work we undertake before the end of the cancellation period on your written request and any associated costs incurred on your behalf during that period.

Please note that you always have the right to cease instructing us in relation to any work whether or not these Regulations apply.

- **Confidentiality and Conflicts of Interest**

All information regarding your business and affairs will be regarded as and kept confidential at all times unless you instruct us to disclose information or we are compelled by law to disclose it (in certain criminal proceedings or money laundering cases, for example).

In order to protect your interests, we cannot act or continue to act in circumstances where there is a conflict of interest, except in limited circumstances. The rules regarding conflicts of interest are complex. In simple terms, a conflict of interest occurs in two situations; first, where we owe separate and/or distinct duties to two clients and these duties conflict or there is a significant risk that they will conflict; secondly, where your interests conflict, or there is a risk that they will conflict, with our interests.

There are limited exceptions which may allow us to act. If a conflict of interest arises during our dealings with you, we will discuss the position with you and determine the appropriate course of action.

- **File Storage**

We will store details and other papers relating to your matters for such time as we judge reasonable or for such time as we are required by law to do so and also in accordance with our Data Protection Policy. If you do not wish us to store these on your behalf, you must instruct us in writing to that effect. Files or papers may be preserved by means of image processing or digital means and hard copies of files and papers may be destroyed by us once they have been transferred to an image or digital storage system. This does not apply to the storage of documents such as title deeds and similar items which we agree to retain in safe custody until we notify you otherwise.

- **E-mail and Internet**

We may communicate with you in relation to the work being carried out by us by e-mail unless you specifically request that we must not do so.

Please note that e-mails and any attachments sent to you will not have been encrypted. They may therefore be liable to be compromised. Please also note that it is your responsibility to scan an e-mail and attachments for viruses. Viruses and compromises of security are inherent risks in relation to e-mail.

We do not, to the extent permitted by law, accept any liability (whether in contract, negligence or otherwise) for any virus infection and/or external compromise of security and/or confidentiality in relation to transmissions sent by e-mail.

- **Data Protection - General**

The information which you have and/or will provide to us will only be used by us in fulfilling our obligations to you in relation to any matter on which we are instructed by you with particular reference to compliance with anti-money laundering obligations. We will not pass your information to any third party other than for this purpose. We may therefore pass this information to third parties for use by them to perform services and/or supply products which are reasonably necessary for us to perform our services for you. We may also use your information so that you can be informed about legal developments and services offered by us and our associated businesses which we think will be of interest to you. We may also use the information to invite you to participate in client satisfaction surveys. You will only receive this type of information by e-mail if you have either confirmed to us that you are happy to receive this type of information in this way.

If at any time in the future you wish to stop receiving any marketing information from us then please contact us, by e-mail or by post to Coulters, Lochside House, 3 Lochside Way, Edinburgh EH12 9DT or by informing your normal Coulters contact.

We shall retain such data without limit of time (and for longer than 5 years) until you instruct us to delete same (subject though to any overriding statutory obligation to retain).

For further information about how we deal with personal data processed as a result of acting for you and our respective obligations, please see the Privacy Policy notice available from our website [www.coultersproperty.co.uk](http://www.coultersproperty.co.uk). If you wish a paper copy sent to you, please let us know.

- **Money Laundering**

We are required by current legislation to report to the relevant government agencies and authorities any evidence or suspicion of money laundering, the use of the proceeds of crime or terrorist financing. We are prohibited from notifying you of the fact that a report has been made. This legislation also requires us to carry out customer due diligence by obtaining certain information which verifies your identity and any beneficial owners. Additional information may be required from time to time to comply with the relevant legislation and approved guidelines. The firm may employ the services of external electronic verification providers for these purposes for which we reserve the right to make a nominal charge when you become a client of the firm for the first time. If we cannot carry out the customer due diligence verification measures required of us by law we are required to terminate our contract and relationship with you. If we have to terminate the contract with you for these reasons, you will be liable to pay us for all expenses and work carried out up to the time we terminate the contract.

- **Regulation**

We are authorised by the Law Society of Scotland, as our designated professional body.

We are not authorised by the Financial Conduct Authority under the Financial Conduct and Markets Act 2000. We are also licensed by the Law Society of Scotland to carry on incidental financial business, including insurance mediation activity and this part of our business, including arrangements for complaints or redress if something goes wrong is regulated by the Law Society of Scotland.

- **General**

Coulters Legal LLP is constituted as a limited liability partnership in accordance with the Limited Liability Partnerships Act 2000. Any references to a “partner” in any communication from Coulters LLP should be taken to refer to a “member” or other senior representative of the firm. The term “partner” is used, and may continue to be used, because it is a term which people are comfortable with. It does not indicate that the members or employees of Coulters Legal LLP are carrying on business in partnership for the purposes of the Partnership Act 1890.

All contracts entered into and/or advice provided in relation to our business by individuals who are members, partners, employees or consultants of Coulters Legal LLP are entered into and/or provided on behalf of Coulters Legal LLP and not such individuals personally.

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