

Standard Terms of Business



These 'Standard Terms of Business', together with the relevant 'Our Business Terms' letter, set out the terms and conditions upon which we, CCW Business Lawyers Limited, deal with you, our client. In the event of any contradiction between these 'Standard Terms of Business' and the 'Our Business Terms' letter, the letter will take precedence.

1. Our client

1.1 Who is our client?

The 'person' CCW Business Lawyers Limited is acting for is set out in the first paragraph of the 'Our Business Terms' letter as our "**Client**"; for example, that 'person' can be a limited or unlimited company, a partnership, a limited liability partnership, a limited partnership, an individual, a trust, members of an unincorporated voluntary association or a group comprising a number of such persons.

It is only our Client we have in mind when we act for or give advice to our Client. For example, when we are acting for a limited company, we are not, unless the 'Our Business Terms' letter says otherwise, acting for any or all of the individual shareholders or directors – we are acting for the company itself. We understand that in a private limited company there is often little that separates the directors', shareholders' or the company's interests, and that our advice may have a bearing on the directors', shareholders' (or others') own affairs. Even so, any reliance on our advice by anyone other than our Client should be discussed first with us – and in any event see section 5.3.

1.2 Conflict of interest

It is essential that, as our Client's solicitors, we can act for our Client without having our Client's interests conflicting either with the interests of CCW Business Lawyers Limited itself (or its directors or staff), the interests of other clients of CCW Business Lawyers Limited or the interest of any "stakeholders" in our Client (for example, the shareholders or directors of a limited company).

Unless we say so in the 'Our Business Terms' letter, we do not believe that there is such a conflict at present but, in the event that we become aware of such a conflict or the potential for such a conflict, we will inform our Client and agree how best this can be dealt with. This may include our withdrawing from acting for our Client but, rather than dwell on what may be a purely hypothetical matter, we confirm that this will be actively monitored by CCW Business Lawyers Limited. To assist us in that monitoring, please bear in mind that we may not have been informed or otherwise know of all the information required to consider conflicts of interest now and as our work progresses so, if you are or later become aware of any significant information that might give rise to any conflict of interest, please tell us immediately.

1.3 Client Identification

The Law Society of Scotland and the Money Laundering Regulations require us to verify the identity of each of our clients before acting for them. This includes verifying the identity of relevant "beneficial owners" and "controllers" of our clients.

We may ask for similar information and verification in relation to any third party from whom we are to receive funds and/or assets.

We may also require, in terms of the Money Laundering Regulations (and the other legislation mentioned in section 2.2) and our Anti-Money Laundering Procedures, further information and verification in relation to our Client, or any third party, from time to time.

As this is a formal legal requirement, if we do not receive this information and verification on demand, we:

- may attempt to obtain information and verification from third parties such as on-line verification service providers (and charge our Client both for the time spent and any costs we incur); and/or
- suspend the provision of our services or withdraw from acting for our Client.

1.4 Source and destination of funds and/or assets

If we are to receive or deal with funds and/or assets on behalf of clients, we have to satisfy ourselves as to the legitimate provenance or source of those funds and/or assets. In particular, we may have to take further steps to understand and verify how our Client acquired or has control over those funds and/or assets.

If we are to be paying out funds and/or assets, and payment is not to be made to our Client's account with a UK clearing bank, we may have to take further steps to understand and verify the destination of those funds and/or assets.

Failure to answer any questions in relation to the source of such funds and/or assets will entitle us to suspend the provision of our services or withdraw from acting for our Client.

2. Our work

2.1 Our work

The advice we expect to be giving to our Client, and the tasks we expect to be undertaking for our Client, is set out in the 'Our Business Terms' letter.

If we carry out work (including advice or tasks) for our Client that is not covered by the 'Our Business Terms' letter or any other 'Our Business Terms' letter, that work will be subject to these 'Standard Terms of Business' and, in particular, section 3 will be the basis for charging our fees and costs.

2.2 Information

We rely on the information given to us by our Client to understand our Client's position and to carry out our work. It is very important that we are given as much information as possible and told about anything that may be relevant to the work we expect to carry out for our Client.

Unless our Client instructs otherwise or we are required to do so by the Money Laundering Regulations 2007, the Proceeds of Crime Act 2002, the Terrorism Act 2000 or any other legislation in force at that time, or otherwise as required or permitted by law, we will treat (a) the fact that we are instructed to act for our Client and (b) all information provided to us as our Client's solicitors, in the strictest confidence. This continues to apply even after we have ceased to act for our Client.

2.3 Key Dates

On completion of certain pieces of work (e.g. some property and corporate transactions) there may be future key dates at which some action by our Client will be required; for example, to exercise or preserve a right or discharge an obligation. Although we may contact our Client around these dates, the ultimate responsibility for ensuring that all key dates are met lies with our Client. For the avoidance of doubt CCW Business Lawyers Limited will not be responsible for diarising and reminding our Client of any key date(s).

3. How our fees and costs are calculated

3.1 Basis of fees

Unless we expressly agree otherwise in the 'Our Business Terms' letter, our fees are based on a number of factors, the most important usually being the time spent by us giving the advice and carrying out the tasks.

3.2 Hourly Rates

The current rates are set out on the attached “Hourly Rates Table” and also at www.ccwlegal.co.uk/downloads/rates.pdf.

These rates are reviewed annually in June (and exceptionally more often, but in such cases only upon giving our Client reasonable notice). We will inform our Client of any change to our hourly rates and publish this information at www.ccwlegal.co.uk/downloads/rates.pdf in advance of the change being implemented. All time spent during any June-May period will be charged at the rate applicable to that June-May period.

3.3 Normal Working Hours

CCW Business Lawyers Limited, our directors and employees, like all businesses in the UK, must comply with the Working Time Directive. This operates as much for our Client’s benefit (so that our people may apply themselves in a focused and business like manner) as it does for ours. It is our policy to try to prevent a “long hours” culture wherever possible though we do, of course, accept that working outwith normal working hours is sometimes required. Therefore we:

- will, where possible, try to avoid working outwith normal working hours (8.30am – 6.00pm Monday to Friday);
- reserve the right (subject to prior notification and obtaining your permission) to charge for any work done outwith our normal working hours at 150% of our normal hourly rates; and may enforce periods of rest for our people.

3.4 Additional costs

Except where an unusual amount of time is needed to comply with our obligations under section 1.3 (Client Identification) and 1.4 (Source and Destination of funds and/or assets) a fee of £50 (exclusive of VAT) will be charged for each file that we open. There may be certain additional costs including, without limitation and simply by way of examples, a fee for arranging bank transfer of funds, 3% of the value of any payment made by credit card, recording or registration dues, search dues, local authority property enquiry certificates, coal mining reports, stamp duty, Stamp Duty Land Tax/ Land and Buildings Transaction Tax, Companies House fees, courier charges, Advocate’s or Barrister’s fees, foreign lawyers’ fees, travel and subsistence, and photocopying, which our Client will be liable to pay in advance or, if CCW Business Lawyers Limited pays the cost as our Client’s agent, reimburse to CCW Business Lawyers Limited.

The Client shall also be responsible for the payment of any VAT and other taxes.

3.5 Payment to Account

We may ask for one or more payments to account of fees and costs, and require payment to be made before further work is carried out or costs incurred.

3.6 Interest on deposit accounts

Where we hold client monies for any length of time, we will either return the funds to you or, if the funds will be required for your work, invest the funds in a deposit account, so that it gains interest. As of April 2015 the rate of interest on funds held in this deposit account received is (after bank charges) 0.33%. In order to cover our administrative costs in dealing with this, CCW will take 0.16% of interest and our Client will receive the remaining interest 0.17% interest on these funds.

For an up to date rate of interest, please contact us.

4 When our fees and costs are to be paid, and by whom

4.1 Regular invoices

Unless the “Our Business Terms” letter says otherwise, it is our normal practice to invoice our clients monthly.

4.2 Payment terms

Payment of each invoice is due immediately the invoice is sent, although we do not charge interest or costs for a further seven days.

If we have agreed with you that our invoiced fees will be collected by direct debit, that collection will be made from your account in accordance with your direct debit mandate.

4.3 Late Payment

Our fees and costs are calculated on the assumption that payment is made in accordance with these ‘Standard Terms of Business’, or any other agreement we may reach with our Client. If payment is not made on time, or in full, we may suspend (i.e. stop) acting for our Client and

- charge our Client our standard administration fee and interest on the outstanding balance, from the seventh day after the date of the invoice until payment, in line with the Late Payment of Commercial Debts (Interest) Act 1998; currently this adds an administration fee of between £40 – 100, and interest at 8% over the Bank of England base rate; and
- if we use a debt collection agency to recover the payment due, charge our Client any collection fees we incur; currently this adds a further 14¼ % to the amount payable (and this 14¼ % is calculated on both our original fees and costs, and any administration fee and interest).

4.4 Personal responsibility and joint and several liability for our fees and costs

When our Client is a limited company, a limited or unlimited partnership, a limited liability partnership, a trust or an unincorporated voluntary association, the directors / partners / members / trustees / office-bearers (as the case may be) of our Client are each personally liable for all fees and costs, including any administration fee, interest and collection fees, but only if the fees and costs are not settled on time by our Client.

Directors / partners / members / trustees / office-bearers are therefore each potentially jointly and severally liable for payment of our fees and costs if our Client fails to pay them.

Joint and several liability means that *each person is liable* to pay all of our fees and costs (though we cannot collect more than the total amount of fees and costs due).

Where our Client consists of a group of individuals in relation to a matter (such as a couple, family or other group of individuals) each individual will be jointly and severally liable for payment of our fees and costs unless we have otherwise agreed in writing.

4.5 Querying fees

Except when a fixed fee has been agreed, if our Client disputes the amount we have charged and we are unable to reach agreement on any fee, our Client can ask the Auditor of Court to assess our fees and costs (a process known as “taxation”). We will give the Auditor a copy of the ‘Our Business Terms’ letter and these ‘Standard Terms of Business’ and any other relevant agreement. The Auditor of Court is an independent court officer and, if the Auditor reduces those fees and costs, we will only charge the reduced amount and will pay the Auditor’s costs. If the Auditor confirms those fees

and costs (or a higher fee), our Client will pay the Auditor's costs and we have the right to charge the full audited amount.

This section 4.5 (including the right to taxation) does **not** apply if we have agreed a fixed fee in the 'Our Business Terms' letter.

4.6 Retention of files, papers and documents

We are entitled to retain possession of our Client's files, papers and documents, until all fees and costs have been paid.

5. The limits on our liability to our Client and what happens if things go wrong

5.1 Professional Indemnity Insurance

CCW Business Lawyers Limited has substantial professional indemnity insurance. This figure is reviewed annually in November (and exceptionally more often) and any new figure will be published at www.ccwlegal.co.uk/downloads/pii.pdf in advance of the change being implemented.

The current cover is £10 million. You can always check the up-to-date figure at www.ccwlegal.co.uk/downloads/pii.pdf.

Our maximum aggregate liability for the work we are undertaking for our Client – whether to our Client or to anyone else – is limited to the amount of professional indemnity insurance CCW Business Lawyers Limited holds at the time a claim is intimated to us or our insurers.

5.2 Only CCW Business Lawyers Limited has any liability under this agreement

CCW Business Lawyers Limited is a limited liability company and it is only CCW Business Lawyers Limited who will act for our Client. This means that no director of CCW Business Lawyers Limited, nor any solicitor or other person employed by or acting for CCW Business Lawyers Limited, has or will have any personal liability to our Client or anyone else for any breach of contract, negligence or any other act or omission.

5.3 Direct loss caused to our Client

CCW Business Lawyers Limited only accepts liability for any loss, cost or expense ('Loss') that our Client suffers as a result of the work CCW Business Lawyers Limited carry out to the extent the Loss is caused by our negligence and is a natural and foreseeable result of our breach of contract. CCW Business Lawyers Limited does not accept liability for any (a) aggregate Losses above the level of our professional indemnity insurance cover at the time any claim is made; or (b) any special or indirect Loss, unless we are told in writing – before we agree to undertake the work – that our Client may suffer that loss **and** CCW Business Lawyers Limited accepts the potential liability for such loss in writing.

Our work – the advice given and tasks undertaken – is for the sole benefit of our Client and is based on our Client's particular circumstances. It should not be relied upon by any third party unless we have expressly agreed to that reliance in writing. If a third party does rely on it, CCW Business Lawyers Limited will not be liable for any Loss of the third party as a result of that reliance. For work involving English law, any third party rights that might otherwise arise under The Contracts (Rights of Third Parties) Act 1999, are excluded.

Please note that, in relation to the storage of files, papers and documents, our liability is dealt with in section 8.3, and, in relation to e-mail, our liability is dealt with in section 8.4.

6. When this agreement can be brought to an end

Either our Client or CCW Business Lawyers Limited may bring this agreement to an end early by giving the other party such notice as is reasonable in the circumstances. If the work is stopped for any reason before we have finished it, we will:

- charge our Client for the work we have already done and for any commitments we have entered into in the expectation of completing the work; or
- if a fixed fee has been agreed in the 'Our Business Terms' letter, charge our Client the fixed fee.

7. Changing these 'Standard Terms of Business'

These 'Standard Terms of Business' are reviewed from time to time and any changed 'Standard Terms of Business' will be published at www.ccwlegal.co.uk/downloads/terms.pdf in advance of the change being implemented.

You can always check the up-to-date 'Standard Terms of Business' at www.ccwlegal.co.uk/downloads/terms.pdf.

8. Administrative and regulatory matters

8.1 Credit references

We may contact credit reference agencies and other sources to inquire about our Client, its officers and its employees. We may use any information obtained for the purposes of risk assessment, fraud prevention and for occasional debt tracing. We may suspend (or withdraw from) acting for our Client if we consider any information we receive from any source contains adverse information about our Client or any person associated with our Client or any matter connected with our work for our Client which our Client refuses to explain to our reasonable satisfaction or refuses to have corrected within such reasonable period as we may stipulate.

8.2 Data protection

We may retain and process information about our Client, and any person connected with our Client, including its officers, its contractors and its employees. We may use this information to assist us in acting for our Client and to provide legal updates and other information which we think may be of interest. Please advise us in writing if you do not want us to use the information in this way.

8.3 Storage of papers and documents

We store most of our files electronically and only keep physical versions of important original documents (such as property deeds or original signed agreements). This allows us to locate documents quickly and work more efficiently. In accordance with The Law Society of Scotland's guidelines, we will electronically scan and store our Client's correspondence files. We will not keep original letters and other paper correspondence. Once scanned, original correspondence will be kept for a period of 28 days and will then be destroyed securely. There is a risk that in any subsequent dispute or court case electronic copies may not have the same status as original documents potentially reducing their evidential value. **Therefore, if you require us to vary from this standard practice and send any paper documents to you, please confirm this in writing and we can discuss any extra fees or charges that will be incurred.**

Except for such correspondence files, we will keep our Client's original documents (unless our Client asks for their return) for no less than seven years, on the understanding that we have our Client's permission to destroy the files, papers and documents after that period.

We will not destroy documents our Client specifically asks us to keep. We have limited space for such documents and storage will not be in fireproof safes. If our Client, and our Client alone, suffers any loss, cost or expense as a result of our negligence or breach of contract in relation to storage of such documents, we will be responsible in relation to those documents. However, the maximum aggregate limit of our liability to our Client in all such cases is £5,000, unless we have entered into a separate written agreement with our Client for secure, insurance-backed storage.

Other than as set out in the previous paragraph, we exclude all liability for our negligence and breach of contract in respect of storage of files, papers and documents.

We do not presently make a charge for storing papers or documents except when we are asked to vary the policy set out above in relation to correspondence files. We do however reserve the right to change this policy.

8.3 Communication

Apart from meetings and telephone calls (which may occur via landline or any other media), we will often use e-mail to communicate with our Client.

E-mail is not as confidential as postal mail, or for that matter faxed mail. It may have been altered – accidentally or deliberately – since it left our computers. E-mail may contain viruses, worms or other unwelcome content. We regularly scan and disinfect our computer systems but this is no guarantee that e-mails are safe. **If our Client chooses to open e-mail correspondence, it must be scanned before opening it. We accept no responsibility for loss, cost or expense which results from failure to follow these instructions.**

If our Client requires that information should be sent by post or fax only this should be confirmed to us in writing (including e-mail confirmation).

8.4 Incidental Financial Business

We sometimes carry out what is known as “incidental financial business” for our clients. If this is the case for our Client, it will be made clear in the ‘Our Business Terms’ letter. CCW Business Lawyers Limited is licensed by the Law Society of Scotland to carry on incidental financial business under the Solicitors (Scotland) (Incidental Financial Business) Practice Rules 2004. CCW Business Lawyers Limited is not authorised by the Financial Services Authority under the Financial Services and Markets Act 2000.

In addition to the professional indemnity insurance discussed in section 5 above, CCW Business Lawyers Limited is also covered by the Scottish Solicitors’ Guarantee Fund which is a fund established by Section 43 of the Solicitors (Scotland) Act 1980 for the purpose of making grants in order to compensate persons who, in the opinion of the Council of the Law Society of Scotland, suffer pecuniary loss by reason of dishonesty on the part of a Scottish solicitor in connection with the practice of the solicitor.

Our complaints procedure is set out in section 9.

9. Complaints

We expect to provide a high-quality service. However, if our Client is not happy with any part of our service, and cannot resolve the matter with the solicitor(s) with whom our Client is dealing, our Client should contact our Client Relations Manager, Stephen Cotton (stephen.cotton@ccwlegal.co.uk). He will make sure that our Client receives a response within 10 working days and that any complaint is fully investigated. If the complaint is about Stephen Cotton, or if our Client would prefer that someone else deals with it, our Client should instead contact Michael Dewar (michael.dewar@ccwlegal.co.uk).

If our Client is still not satisfied, our Client can contact the Scottish Legal Complaints Commission (website: www.scottishlegalcomplaints.org.uk; address: Scottish Legal Complaints Commission, the Stamp Office, 10 – 14 Waterloo Place, Edinburgh, EH1 3EG; phone: 0131 201 2130; email: enquiries@scottishlegalcomplaints.org.uk).

You must make your complaint to the Scottish Legal Complaints Commission within one year of the service or conduct complained of occurring or first coming to your attention. If you do not do so it will not be considered.

This right to complain is on top of and does not replace our Client’s other legal rights. Further information can be found in our ‘Client Care-Making a Complaint’ Leaflet’ which

can be obtained from our Client Relations Manager, and is also published at www.ccwlegal.co.uk/downloads/clientcare.pdf.

We recognise that the Alternative Dispute Resolution Regulations 2015 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.

10. Consumer cancellation rights

If you are instructing us as a consumer under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 ("**Consumer Contracts Regulations**"):

- and you have entered into a contract with CCW Business Lawyers either at a distance or off CCW's premises, then you may have a right to cancel that contract within 14 days if the Consumer Contracts Regulations apply;
- if you cancel the contract after making a request that CCW Business Lawyers should begin to provide services during the 14 days cancellation period, you will pay us that part of the agreed fee which is proportionate to those of the envisaged services which have been performed until receipt of your cancellation. If you have made a request to begin the performance of services, you have no right to cancel after the services have been completed.

11. Scots Law/Courts

CCW Business Lawyers Limited and our Client agree that the contract and all issues or disputes between them will be governed by Scots law.

Except in matters where our Client has engaged CCW Business Lawyers Limited to advise on matters that do not arise in the course of our Client's trade or business, CCW Business Lawyers Limited and our Client submit to the exclusive jurisdiction of the Scottish courts.

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