



Greenfox

Solicitors and Estate Agents

17 Francis Street • Wick • Caithness • KW1 5PZ

Legal post: LP – 5 Wick

T: 01955 602222 • F: 01955 604753

mail@greenfox.co.uk • www.greenfox.co.uk

Terms of Business (Version 2009 No.4)
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Terms of Business

1. Estimate of Fees: I enclose an Estimate of this Firm's fees and expenses.
2. Payment of Fees and Expenses: Payment of this firm's fees is due on the settlement date being the date which this firm has contracted on your behalf to pay or receive payment of the price for the property bought or sold for you. Payment of expenses incurred on your behalf by this firm is due on or before this firm incurs the obligation to meet the expenses. If this firm holds funds on your behalf at the settlement date, then this firm shall be entitled to deduct its fees and expenses before accounting to you with the balance. If this firm's fees and expenses are not paid on the settlement date, then this firm shall be entitled to decline to settle the purchase or sale transaction on your behalf and to cease acting for you. In sale transactions, the Land Register may require this firm to obtain (often some months after the settlement date) further deeds at your expense as part of the deeds registration process.
3. Payment to you on sale: Sale transactions are settled by means of cheques issued by a firm of Solicitors acting for the Purchaser and drawn on the Solicitor's account. Normally, I do not receive cleared funds at settlement. I cannot transfer funds to you until I hold cleared funds in my account and this may be up to seven days after settlement.
4. Funds held for you: I am obliged to place funds on an interest bearing account where I hold more than £500 for seven days.

5. **Fee Dispute:** In the event that you wish to dispute the fees and expenses notified to you as payable, then this firm shall be entitled to refer its files in your transaction to the Sheriff Clerk at Wick Sheriff Court, who acts as an independent Auditor and Assessor of legal fees. The Sheriff Clerk shall be authorised to assess a reasonable fee and you shall be obliged to pay the assessed fee and expenses and the fee charged by the Sheriff Clerk for providing the assessment.
6. **Files Storage Charge:** This firm is obliged to store your correspondence files after the settlement of a transaction. The files will be stored for ten years and then destroyed. No charge will be made for the storage of files. The files remain the property of this firm. A copying charge will be made if you require a copy of your files. If you require your files transferred to other agents, a copying and handling charge will be made. The files may be stored electronically after the paper original has been destroyed.
7. **Deeds Storage Charge:** This firm is prepared to store your title deeds, Land Certificates and Wills. No charge is made for this service in the expectation that this firm will be instructed when the documents are used in further transactions. If this firm is not instructed when the documents are removed from this firm, then an annual storage fee of £50 plus VAT will be charged per title deed, Land Certificate or Will for the period stored.
8. **Limit of Claims:** I draw your attention to the Notice of Professional Indemnity Cover. Any claim against me or this firm shall be restricted to the sum recoverable from the Law Society of Scotland's Master Policy. No claim shall be made ten years after the date of settlement of your transaction or in respect of a Will, ten years from the date of the Will.

Notice of Person responsible for transaction

The firm of Greenfox, (formerly Dunnett & Co) has its principal place of business at 17 Francis Street, Wick. I am a Solicitor and sole practitioner. I am responsible for the transaction.

Notice of Complaints Procedure

Any complaint which you may have about any service provided by me should be directed in the first instance to me. I will do my best to respond to your complaint and provide any explanations required. In the event that you wish to complain about my services to another independent body, then you may complain to the Scottish Legal Complaints Commission, 17 Waterloo Place, Edinburgh, EH1 3EG (www.scottishlegalcomplaints.com).

Notice of Professional Indemnity Cover

The firm of Greenfox has professional Indemnity Insurance under the Law Society of Scotland's Master Policy. The current level of indemnity on the Master Policy is £1.5 million per claim and this will rise to £2 million on 1st November 2008. The first £3000 of any claim is payable by this firm. The firm of Greenfox is also covered by the Scottish Solicitors' Guarantee Fund which is 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.

Notice of Procedure for instructing the firm

I am the only person authorised to receive instructions within the firm. Employees are not authorised to receive instructions. You should therefore ensure that all instructions are given directly to me. If your instructions are time critical, then you should ensure that the instructions have been received by me. Thus, for instance, if you provide me with instructions indirectly and this means by post, email, fax, telephone answering machine or message left with an employee with a deadline for performance, then you should ensure that these instructions have been received by me.

Notice of Money Laundering Regulations

The Money Laundering Regulations require this firm to be satisfied as to the identity of its clients and as to the source of any funds passing through our hands. In order to comply with these regulations, I may need to ask you for proof of identity and other information in relation to these matters. I reserve the right to withdraw from acting for you if you fail to provide this firm with the information requested of you and required in connection with our Money Laundering procedures.

Notice of Scope of Work.

This firm limits its scope of work to the purchase and sale of property, the drawing of Wills and the administration of Estates. This firm does not undertake Court Work and will not pursue or defend contentious business.

Agreement and acknowledgement of receipt

Please sign and return to me the copy of this letter attached by way of agreement to the Terms of Business and by way of acknowledgement of receipt of the Notices.

Yours faithfully

Alan Turner
Solicitor

I agree the Terms of Business and acknowledge receipt of the Notices.

(Signed) **(Date)**