

Terms & Conditions

DEBT RECOVERY **IGNITED!**

TERMS & CONDITIONS

1. Introduction

These Terms and Conditions apply to all work carried out by Yuill and Kyle Ltd and their successors, as howsoever constituted ("the Company") for our clients unless otherwise agreed in writing between you and of the Company. If we have already commenced work on your matter then, unless you notify us immediately in writing to the contrary, you agree that these Terms and Conditions apply retrospectively from the start of our work for you. The Company is owned by MacRoberts LLP ("MacRoberts") which is a Limited Liability Partnership registered in Scotland. Any reference to "we" in these Terms and Conditions will refer to the Company. The Company only conducts undefended litigation. In the event of any matter becoming defended then you consent to the Company transferring the matter to MacRoberts who will undertake the defended litigation on your behalf and will issue their own Terms and Conditions.

2. Quality Service

The work which we undertake for you may involve the recovery of monies due to you and take the form of either an undefended or defended court action. In all instances you should be aware that, notwithstanding that we may have received a Decree on your behalf, the ultimate success in recovering these monies will depend upon the debtor's ability to pay. In all of these situations you will still be liable to pay our fees, referred to in Clause 5, judicial expenses (where appropriate) and disbursements as detailed in these Terms and Conditions.

3. Instructions

- 3.1 Instructions may be given to us in writing, or via our website at www.debtscotland.com, or via our extranet at www.ykonline.co.uk. We may require you to confirm in writing the terms of verbal instructions given to us. If there is any change in your instructions, 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. In undefended matters, work will be carried out by various members of our paralegal team. In the event of the action being defended the file will be passed to our parent company, MacRoberts. Their hourly rates will be set out in their own Terms and Conditions, however, for the avoidance of doubt these are currently set at the following:

Grade	£/hr
Partner	260
Director	230
Senior Associate	230
Associate	230
Senior Solicitor	230
Solicitor	230
Paralegal	150
Trainees	150

3.2 Once defended MacRoberts will contact you in relation to the court action. You may be required to provide further information and documentation to MacRoberts once contacted in order to assist with the court action. This should be done as soon as possible in order to ensure that there is compliance with the court timetable. In addition, please note that when proceeding with a defended action there will be some irrecoverable legal expenses incurred. Any queries in relation to these points should be raised at the outset with your MacRoberts contact.

3.3 In the event of your instructing us on behalf of a principal, you will be primarily responsible and liable for all sums due to us as constituted in these Terms and Conditions. Should you thereafter wish us to re-direct accounts or bills to the principal, we shall not be obliged to do so. If we do agree to do so, any sums due to us will remain your primary responsibility.

4. Payments to Account and Disbursements

4.1 We reserve the right to require payments to account. Where a payment to account has been requested, work will not commence or continue on the matter until we receive payment of the sum so requested, or such lesser amount as may be agreed. The amount of any payment to account will be assessed by the Company on the basis of a pre-estimate of the costs which will be incurred in dealing with the matter as a whole or alternatively the costs that will be incurred over a period notified to you when the request is made. However, payments to account should not be considered as an estimate of our total costs unless you are advised to the contrary.

4.2 There may be certain other expenses, including payments we make on your behalf (known as disbursements) such as court fees, experts' fees, counsel's fees, sheriff officers' fees and local agents' fees which you will have to pay. VAT is payable on certain expenses. If a payment is requested to account of a disbursement, that disbursement will not be incurred until such time as the payment to account has been received. We will endeavour to identify disbursements when an estimate is given.

5. Charges and Expenses

5.1 Details of the fee structure are in the attached schedule.

5.2 Private Limited Companies

If we are given instructions by a private limited company then, unless otherwise agreed with you in advance, it is a condition of our accepting these instructions that the directors of that company are personally jointly and severally liable along with that company for payment of the Company and MacRoberts' fees and costs and any interest thereon.

5.3 Deduction of Fees and Disbursements at Source

Where we receive sums which belong to you we shall be entitled to deduct from those sums all outstanding fees and outlays due to both the Company and MacRoberts before sending you the balance.

5.4 Third Parties

We may be required to instruct third parties on your behalf such as expert witnesses, sheriff officers, process servers, High Court Enforcement Officers or lawyers outwith our jurisdiction. Where such persons are instructed on your behalf we will do so as your duly authorised agent. We are not responsible for any act or omission of such third parties unless we agree this in writing before the issue of any instructions.

5.5 Invoices and VAT

Invoices and VAT are payable within 14 days from the date of the invoice. We will add VAT (where applicable) to our charge at the rate that applies when the work is done.

Without prejudice to clause 3.2 above, please note that we are required to address our invoices to our client only. If, therefore, you have agreed with another party that it will be responsible for your legal fees, you should be aware that the invoice will nonetheless be addressed to you as our client and we will be obliged to look to you for payment, and you will be responsible for that payment notwithstanding any agreement you may have with a third party. The consequence of this is that Value Added Tax will not be recoverable by the third party.

5.6 Interim Bills

Interim bills may be issued during the course of an action at the Company's discretion.

5.7 Final and Specific Period Invoices

Final invoices will be rendered after the conclusion of the matter to which they relate or at another appropriate time and will cover all work carried out during the period specified in the invoice. Further work carried out after an invoice has been rendered will be separately charged at an appropriate point.

5.8 Legal Aid

The services that you are engaging us to provide may be something in relation which you could be eligible for Legal Aid, were you to instruct another firm of solicitors. If you wish any information on whether you are eligible for Legal Aid, please consult the Scottish Legal Aid Board (www.slabb.org.uk). We do not participate in the Legal Aid scheme and you will not be able to use Legal Aid to meet any of our fees or costs.

5.8 Legal Expenses Insurance

You may have insurance to cover your liability for legal fees and expenses. In some instances, professional bodies or trade unions/associations provide cover of that type. There are many such products available and cover is often included as part of a wider policy (for example, some home insurances include cover). If you have such insurance, please let us know and confirm the position with your insurer as soon as possible – cover may be invalidated if you delay in doing so.

If you have legal expenses insurance, you must usually claim against your insurer immediately: that is because insurers will not usually cover our fees until they have accepted your claim and agreed to nominate us as their solicitors. You will still be responsible for our costs in any event and, if for any reason your insurer refuses to pay our costs, we will look to you for settlement.

Please note that insurers rarely pay bills before completion of the case. Whilst we may try to agree interim payments with your insurer, if they refuse we reserve the right to send interim invoices to you direct.

The primary liability for legal fees remains with you even where we contract, on your behalf, with a third party on the basis that you will be indemnified by them in respect of all or part of our costs.

6. Your Money

If we hold money for you, we will deposit it, on your behalf, in an interest-bearing account if it is reasonable to do so having regard to the amount and the anticipated period in which the money will be in our hands. Such an account will be with an institution authorised in the United Kingdom to accept deposits and you need to tell us in advance about any institution with which you do not wish us to deposit your money.

7. Authority to Act

In the absence of specific contrary instructions from you, we shall be entitled to assume that those who hold themselves out as having authority to instruct us do have such authority. In particular, we shall be entitled to assume that:

- if the client is a company, we may take instructions from any officer;
- if the client is a partnership, we may take instructions from any partner; and
- if there are joint clients (e.g. husband and wife or more than one individual shareholder), we may take instructions from any of them.

8. Communication

In the absence of specific contrary instructions from you, we shall be entitled to communicate with you and with any relevant third parties (e.g. fellow advisers on your particular transaction or matter), and to take instructions from you, by telephone, post, e-mail and any other form of electronic and/or internet communication.

We may require you to confirm oral instructions to us in writing or by e-mail.

9. Scope of Engagement

We shall not be responsible for any failure to advise or comment on any matter which falls outside the scope of our engagement or your specific instructions. We may set out the scope of our engagement or your instructions in a separate letter to you (the "Scope of Engagement Letter").

10. Client to Provide Information

We request that you provide us, as speedily as possible, with all information and documentation which is relevant so that we are properly briefed and in a position to carry out your work, and any further information which we reasonably request. In providing us with information and/or when instructing us, you should not assume that we have knowledge of any relevant factual matters or background, even if the same information has been given to us previously in the course of a different engagement. We are entitled to rely on information provided by you or by third parties on your behalf as being complete, accurate and current and not misleading.

The nature of legal work, particularly court work, often makes it difficult to estimate precisely how long something will take to complete. When we discuss your requirements at the outset we will also discuss time scales. Please remember that quite often the speed at which work can be completed is affected by the co-operation (or lack of it) that we receive from other people outwith our control.

11. Confidentiality

Subject as provided in these Terms and Conditions, we will not disclose to any person any confidential information relating to you or to any matter handled by us on your behalf, except:

- in the proper conduct of that matter;
- if such information is in the public domain otherwise than by reason of improper disclosure by us;
- where we are required to do so by law or by the rules of any applicable professional body or regulatory authority;
- where we are ordered to do so by order of a court of competent jurisdiction; or
- with your express consent.

Similarly, we will not pass on or use for your benefit confidential information obtained from anyone else.

Two exceptions to the above are:

- if, on your authority, we are working with other professional advisers or persons, we will be entitled to assume that we may disclose any such confidential information to them; and
- unless we receive your instructions to the contrary, we shall be entitled to pass anonymised credit information arising out of representing you to third parties.

We acknowledge that e-mail and other modes of electronic and/or internet communication are not yet secure and error-free communication channels and that information communicated in this way could be intercepted, lost, destroyed or incomplete, arrive late or otherwise be adversely affected or unsafe to use. You acknowledge that mobile telephone communications are not secure and that communications on a mobile phone are capable of being intercepted. We shall not be liable for any loss or damage which you may suffer or incur as a result of our proper use of any such communication channels. We will take all reasonable steps to ensure that confidentiality is maintained in all our mobile and land line communications, in e-mail and other electronic and/or internet communications with you. We will use all reasonable procedures to check for the then most commonly known viruses before sending information electronically. We will not use encryption technology or other additional security unless you advise us in writing that you wish us to do so, in which case you will reimburse us for any extra charges that we incur in complying with your request.

12. Call Recording and Data Protection

We may record telephone conversations with you as part of our normal procedures for monitoring and training purposes, as well as to verify information.

In relation to data protection, the Company is registered under the Data Protection Acts and a copy of information held by us relative to you may be obtained on a reasonable request.

However, you accept that in the event of the import of a telephone call being entered into our Case Management System summarising the call's contents then there will be no obligation to actually provide a copy of our note or recording of any or all of the calls.

Subject to the foregoing, we will process your personal data in accordance with the current data protection legislation and applicable guidance. To find out more about how we collect, store and handle your personal data please review our Privacy Notice here <https://www.macrobets.com/privacy-notice/>.

13. Files and Documents, including Electronic Files

All our files are held electronically in our document management system. We do not maintain paper files as a matter of course, although we may generate, receive and hold original documents on your behalf in the course of our engagement. We reserve the right to delete electronic files, and to destroy any documents in our possession, at any time, but if we intend to do that within 7 years of the last date on which we carried out work on the engagement, we

will first try to give you the opportunity of receiving a copy of the electronic file and the originals of any documents held by us on your behalf (when considering whether or not you want to receive original documents from us, you should bear in mind that in any dispute or court case following destruction of original documents, there is a risk that electronic copies may not have the same evidential status as those original documents).

The responsibility is principally yours, as our client, to tell us if you wish original documents to be preserved and/or to insist upon the non-deletion of electronic files, in either of which cases we may pass on any storage charges for you to pay.

If any invoice is not paid, we may exercise our right of lien over your files and documents until all sums due have been paid. Subject to that right, on receipt of a mandate from you we will provide your files and documents to another firm of solicitors and provide you on request with the documentation you are entitled to receive.

14. Proceeds of Crime Act, Money Laundering and Other Reporting

Current anti-money laundering legislation requires that we can obtain satisfactory evidence of each new client's identity, including any beneficial owner(s) of corporate entities and trusts. We may need to make enquiries about the purpose of your transaction and the source of any funds being used. If we are not satisfied regarding the source and legitimacy of funds, we may have to cease to act for you.

We use various ways to verify identify, including asking Clients to provide copy identification documents and making use of electronic verification service. We may use an electronic verification service to confirm an individual's identity: if we do so, the check will leave a 'footprint' on the credit file, but does not affect your credit rating. We may similarly have to undertake checks against directors, officers, instructing individuals, the beneficial owners of corporate entities and/or the beneficiaries of trusts.

We are professionally and legally obliged to keep your affairs confidential. However, as Solicitors, we may be required by statute to make a disclosure to the National Crime Agency: we have to do so, if we know or suspect that a transaction may involve money laundering or terrorist financing. If we make a disclosure in relation to your matter, we may not be able to tell you that a disclosure has been made. We may have to stop working on your matter (either for a period of time or altogether) and may not be able to tell you why. We do not accept any liability for consequential damages arising from our compliance with the appropriate legislation, if we have to make such a disclosure and/or have to stop working for you.

15. Use and Purpose of Any Advice and Reports

Any advice given or report issued by us is provided solely for your use and benefit and only in connection with the matter on which we are advising you and for any purpose specified when giving the advice. You shall not provide such report or details of our advice to any third party without our prior written consent. Irrespective of whether we give such consent we shall assume no responsibility and have no liability to any third party to whom any advice or report is disclosed or otherwise made available, unless and to the extent otherwise expressly agreed in writing between us and such third party.

You shall retain responsibility for deciding on your use of and for implementation of our advice or recommendations and for choosing to what extent (if any) you wish to rely on that advice or those recommendations.

16. Ownership of Work Product and Papers

All work products, whether or not in writing, and all intellectual property rights and documentation (including working papers) developed by us during the course of the work carried out for you will be, and will remain, the sole and absolute property of the Company. We may adapt, develop or use such work products for other clients and in other engagements. We may destroy or retain them without reference to you.

17. Conflicts of Interests

If there is a conflict of interests in our acting for you or our continuing to do so, we will tell you as soon as possible. We may need to decline your instructions if there is such a conflict.

18. Termination

Either of us may terminate our professional relationship in its entirety at any time by written notice given to the other.

In the event that you choose to terminate our professional relationship in its entirety you will pay us and MacRoberts all fees and outlays and expenses incurred prior to such termination and due to the Company and MacRoberts in accordance with these and MacRoberts' Terms of Business, together with any further fees and outlays and expenses reasonably incurred by us in connection with the transfer of our files to another solicitor instructed by you, upon payment of which we will delivery up all deeds and documents as you may require.

In the event that you choose to terminate our instructions to act on your behalf with respect to a particular matter, but to continue our instructions to act on your behalf in other matters, you will pay us and MacRoberts all fees and outlays and expenses incurred prior to such termination on the relevant matter and that are so due to us together with, if applicable, any further fees and outlays and expenses reasonably incurred by us in connection with the transfer of our file(s) in respect of that matter to another solicitor instructed by you.

In the event of our terminating the relationship, we and MacRoberts shall be entitled to cease all work being undertaken on all matters being undertaken by us in which event you shall be liable for all fees, disbursements and expenses as herein detailed.

Any provisions of these Terms and Conditions and of MacRoberts' Terms of Business which by their nature extend beyond termination of our relationship or completion of the particular matter shall survive such termination or completion.

19. Invalidity

If any provision of these Terms and Conditions is, or becomes invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions will not in any way be affected or impaired.

20. Acceptance of Terms and Conditions

Your continuing instructions to us will confirm your acceptance of these Terms and Conditions. If you are not prepared to accept these Terms and Conditions, you should contact us in writing without delay. Unless otherwise agreed, these Terms and Conditions apply to any future instructions you may give to us.

21. Regulation of the Company

The Company is regulated by the Law Society of Scotland. It can be contacted at: The Law Society of Scotland, Atria One, 144 Morrison St, Edinburgh EH3 8EX (www.lawscot.org.uk).

22. Governing Law and Jurisdiction

These terms of business are governed by Scots law.

Any dispute arising out of the provision of services by us to you shall be subject to the exclusive jurisdiction of the Laws of Scotland and the Scottish Courts. However, we shall, in our sole discretion, be entitled to raise proceedings in any jurisdiction we deem appropriate.

23. Independent Fee Assessment

The Auditor of Court is always available to provide an independent assessment of a fair fee for any piece of legal work carried out for a client. On occasions, to ensure that a file has been correctly charged, we may send the file to the Auditor. Unless otherwise agreed with you beforehand, we will, in that event, be responsible for payment of the Auditor's fee. Should you at any time be dissatisfied with the amount of a fee charged by us, then you are entitled to ask us to have the Auditor review your file and set an appropriate level of fee for the work done. In the event of your file being in electronic form, then viewing the file shall at our discretion be by electronic means through www.ykonline.co.uk. If the Auditor reduces the amount of our original fee, we will only charge that reduced amount and the Auditor may require us to meet his costs. If, however, the Auditor confirms that our fee is correct or undercharged, then you will be responsible for the Auditor's costs.

24. The Law Society of Scotland Practice Rules 2011

These Terms and Conditions form part of the information that the Company is required to provide you with, in terms of The Law Society of Scotland Practice Rules 2011.

The work that you have instructed the Company to undertake is as set out in the instructions you have provided in writing (including via our website at www.debtscotland.com or our extranet at www.ykonline.co.uk) and any associated Scope of Engagement Letter.

The basis upon which fees will be charged including VAT and outlays is as set out in these Terms and Conditions: in particular, Clause 5 above.

The person who will be responsible for your work is Stephen Cowan. He will be assisted by other members of the Company whose details are available upon request to the Company.

25. Limitation

In any transaction or delivery of legal services to you, our liability for any acts of negligence on the part of the Company and MacRoberts, their members and/or their officers and employees is limited to the lower of the value of the transaction and £5,000,000 unless we specifically agree otherwise in writing. In no circumstances will any individual member, officer or employee of the Company or MacRoberts be liable to you, whether by reason of negligence or otherwise.

26. Professional Indemnity Insurance

The Company's Professional Indemnity Insurers are Lockton, 22 Rutland Street, Edinburgh, EH1 2AN: Master Policy Certificate 947Y031750 / 947Y031751 / RTT153611 and Policy

Number QF090709. The total cover is £50,500,000. Subject to the conditions of the policy (which includes exclusions, inter alia, in respect of the United States of America / Canada), the cover is worldwide.

Service and Complaints

The Company provide a range of legal services relating to debt recovery. We comply with all requirements and recommendations of the Law Society of Scotland including the Standards of Service and Conduct.

Any dissatisfaction or complaint received from a client is taken extremely seriously and we endeavour to answer it as quickly as possible. We recognise that The Alternative Dispute Resolution for Consumer Disputes (Competent Authorities and Information) Regulations 2015 have implemented ADR/EDR Directives 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.

If you have any concerns or complaints regarding the manner in which the way our work for you is being carried out, you should immediately contact Stephen Cowan, our Clients' Relations Partner. He will attempt to amicably resolve the issue within the next fourteen working days.

It is also open to a clients to report any dissatisfaction or complaint to the Scottish Legal Complaints Commission ("the SLCC"). The SLCC is the gateway for all such complaints. SLCC operate strict time limits for accepting any complaint: complaints require to be made within one year of the service ending or the conduct occurring. However, the SLCC will disregard any time it considers that the complainer was excusably unaware of their concerns.

The SLCC can be contacted at:

- The Scottish Legal Complaints Commission, The Stamp Office, 10 – 14 Waterloo Place, Edinburgh EH1 3EG
- telephone number – 0131 201 2130
- fax number – 0131 201 2031
- email address – enquiries@scottishlegalcomplaints.org.uk).

1. Pre-Sue Service

Pre-sue charges are irrecoverable from the debtor.

Description	Charge
Standard - Seven day demand letter to debtor	£6.00
Plus - Seven day demand letter + email to debtor	£8.00
Extra plus - Seven day demand letter + text + email	£12.00
Additional correspondence from debtor with regard to receiving demand letter, clients and debtors are encouraged to deal with issues arising at pre-sue stage between themselves to reduce cost	£15.00 per item of correspondence
If clients wish Yuill + Kyle to monitor and collect instalments from debtor to clear sum due prior to court action being raised	10% of sum recovered

2. Searches carried out prior to drafting court forms

Search charges are irrecoverable from debtor.

Description	Charge
Debtor is a company the following searches are carried out prior to court papers being drafted	
Credit Safe Search	£5.00
Companies House search	£5.00
Debtor is an individual the following searches are carried out prior to court papers being drafted	
Account in Bankruptcy search	£5.00
Debt Arrangement Scheme search	£5.00

3. Yuill + Kyle Fee issuing court proceedings

Issuing court proceedings charges are irrecoverable from debtor.

Description	Charge
Principal Sum	
£50.00 - £250.00	£30.00
£205.01 - £750.00	£35.00
£750.01 - £1500.00	£40.00
Over £1500.00	£45.00

3.1 Judicial Expenses

Costs awarded by the court inline with amount of principal sum.

Action Type	Warrant Dues (issue fee to court)	Court Expenses	Total Amount
Simple Procedure			
Up to £300	£19.00	£111.90	£130.90
£300.01 - £1000	£104.00	£111.90	£215.90
£1000.01 - £2500	£104.00	£167.85	£271.85
£2500.01 - £5000	£104.00	£223.80	£327.80
Over £5000	£129.00	£287.00	£416.00

Judicial Expenses are for one debtor only

When court proceedings are successful, judicial expenses are recoverable from the debtor. Should Yuill + Kyle be unable to recover judicial expenses from debtor, client will be liable for these. An invoice will be issued by Yuill + Kyle when court proceedings are issued to court for judicial expenses plus warrant dues. If judicial expenses are recovered from debtor direct to Yuill + Kyle these will be reimbursed to client.

32 Service of court papers

Court papers have to be successfully served on debtor if RD is returned by post office. Sheriff Officers have to be instructed to serve court papers.

Description	Charge
Yuill + Kyle Fee - Instructing Sheriff Officers non recoverable from debtor	£10.00
Successful service court papers recoverable from debtor	
Unsuccessful service court papers not recoverable from debtor, clients are liable sheriff officers fee	
Principal sum under - £1500	£52.02
Additional person/copy at same address	£11.34
Principal sum over - £1500	£81.16
Additional person/copy at same address	£18.31

4. TTP - Time to pay application (debtor lodges instalment plan at court to clear outstanding sum due.)

On occasion the Sheriff will require TTP to call in court if this is the case Yuill + Kyle will instruct a Local Agent to appear on your behalf.

Description	Charge
Yuill + Kyle Fee - Instruction Local Agent non recoverable debtor	£25.00
Local Agent Fee - Court Appearance recoverable from debtor	£40 - £60

Intimation TTP on Defenders

Instalment decision/decrees has to be formally served on debtors in first instance we will do by RD if RD is returned by post office. Yuill + Kyle will have to instruct sheriff officers to formally serve.

Description	Charge
Yuill + Kyle Fee - Intimating instalment decision/decrees non recoverable from debtor	£25.00
Successful service decision/decrees recoverable from debtor	
Unsuccessful service decision/decrees not recoverable from debtor, clients are liable sheriff officers fee	
Principal sum under - £1500	£52.02
Additional person/copy at same address	£11.34
Principal sum over - £1500	£81.16
Additional person/copy at same address	£18.31

5. Enforcement of Decision/Decree

5.1 Searches carried out prior to enforcement Decision/Decree

Search charges are irrecoverable from debtor.

Description	Charge
Debtor is a company the following searches are carried out prior to enforcement decision/decrees Credit Safe search	
Credit Safe search	£5.00
Companies House search	£5.00
Debtor is an individual the following searches are carried out prior to enforcement decision/decrees	
Accountant in Bankruptcy search	£5.00
Debt Arrangement Scheme search	£5.00

52 Charge for Payment

Normally the first stage in enforcement process after decree/decision granted, being a formal demand to make payment within 14 days of service. In Simple Procedure options the charge for payment can only be served after 28 clear days from date of decision.

Description	Charge
Yuill + Kyle Fee - Instructing Sheriff Officers non recoverable from debtor	£10.00
Successful service decision/decreed recoverable from debtor	
Unsuccessful service decision/decreed not recoverable from debtor, clients are liable sheriff officers fee	
Principal sum under - £1500	£52.02
Additional person/copy at same address	£11.34
Principal sum over - £1500	£81.16
Additional person/copy at same address	£18.31

Charge for payment has to be carried out before instructing an earnings arrestment.

53 Earnings Arrestment

Service on the employer to order prescribed deductions from the debtor's net salary where the net monthly salary exceeds £494.01 Debt Advice and Information pack must be served on debtor at same time earnings arrestment served on employer.

Description	Charge
Yuill + Kyle Fee - Instructing Sheriff Officers non recoverable from debtor	£10.00
Successful service earnings arrestment recoverable from debtor	
Unsuccessful service earnings arrestment not recoverable from debtor, clients are liable sheriff officers fee	
Principal sum under - £1500	£37.79
Principal sum over - £1500	£60.56
Debt Advice Pack recoverable from debtor	£15.90

54 Arrestment

Served on a third party to freeze monies or owed to the debtor and most commonly served on banks. The arrestee must notify the instructing agent of any monies within 3 weeks of service and these will automatically be released after 14 weeks without any formal objections.

Description	Charge
Yuill + Kyle Fee - Instructing Sheriff Officers non recoverable from debtor	£10.00
Successful service arrestment recoverable from debtor	
Unsuccessful service decision/decreed not recoverable from debtor, clients are liable sheriff officers fee	
Principal sum under - £1500	£53.72
Principal sum over - £1500	£82.86

55 Attachment

Security of moveable assets owned by debtor (situated outside the dwelling house) by inventory and valuation as a precursor to their auction. The goods are kept in possession of the debtor unless there is a requirement for their security prior to any auction. The Debtor cannot dispose of the attached goods whilst the 'Attachment' is still in effect.

Money Attachment

Attachment and removal of cash or cheques within a place of business, a payment order is thereafter obtained to authorise distribution of the monies.



Exceptional Attachment Order

Following an application to court an order can be obtained to attach, remove and sell non-essential articles contained within dwelling house.

Description	Charge	
Yuill + Kyle Fee - Attachment/Money/Exceptional non recoverable from debtor	£50.00 minimum may increase depending on complexity of case	
Sheriff Officers Fee	Under £1500	Over £1500
Any attachment - not executed non recoverable from debtor	£58.74	£85.98
Executing attachment/money attachment where appraised value recoverable from debtor		
under £708	£100.60	£100.60
over £708 under £2845	£155.95	£155.95
over £2845 under £28648	10% of appraised value	
over £28648 under £143, 231	10% 1st £28648 - 5% thereafter	
over £143,231	10% 1st £28648 - 5% thereafter up to £143,231 - 1% thereafter	
Executing attachment of motor vehicles, heavy plant or machinery where appraised value is	Under £1500	Over £1500
under £708	£100.60	£100.60
over £708 under £3147	£155.95	£155.95
over £3147 under £143,231	5% of appraised value	
over £143,241	5% 1st £143,231 - 1% thereafter	

Auction

The process to sell 'attached articles' at auction, whereby the proceeds are the apportioned to the debt. Further enforcement can be conducted where there is still a balance owed.

Description	Charge	
Yuill + Kyle Fee - Auction non recoverable from debtor	£50.00 minimum may increase depending on complexity of case	
Sheriff Officers Fees in connection auction recoverable from debtor	Under £1500	Over £1500
Arranging auction	£24.88	£24.88
Intimating place and date of auction/removal of attached effects	£52.02	£81.16
Officer and witness attending auction sale	£151.64	£151.64
Reporting attachment to court	£9.54	£9.54
Making application for exceptional attachment order	£19.08	£19.08
Arranging locksmith or tradesmen	£6.10	£6.10
Executing warrant to open lockfast places	£19.08	£19.08
Unit of time with witness (additional time per 30 minute intervals)	£30.57	£30.57

Auction Note: Whilst all sheriff officers fees are recoverable from debtor, clients be will liable in the event of their not being recovered.

6. Property Search

To ascertain debtor own property prior to instruction inhibition.

Description	Charge
Yuill + Kyle Fee - Property Search non recoverable from debtor	£10.00
Property address check - 2 search may be required	£3.00 per search

7. Inhibition

Prohibits the debtor from selling, transferring or disposing of any land or other heritable property until debt is paid, it also prevents the debtor from securing any new loans against the property. It is valid for 5 years and can be renewed. A debt advice and information pack must accompany service.

Description	Charge
Yuill + Kyle Fee - Drafting inhibition, instructing Sheriff Officers and registering inhibition with registers of Scotland non recoverable from debtor	£150.00
Successful service inhibition recoverable from debtor	
Attempted service inhibition not recoverable from debtor, clients are liable for sheriff officers fees	
Principal sum under - £1500	£67.05
Additional person copy at the same address	£21.60
Principal Sum over - £1500	£103.78
Additional person/copy at same address	£33.40
Registers of Scotland - registering inhibition	£15.00

8. Statutory Demand - Individual

Formal 21 day 'Demand Notice' served on individuals prior to raising insolvency proceedings when no court action has been raised.

Description	Charge
Yuill + Kyle Fee - Statutory Demand non recoverable from debtor	£250.00
Sheriff Officers Fee Service Statutory Demand non recoverable from debtor	£81.16

9. Winding up Notice - Company

Formal 3 Day 'Demand Notice' served on limited companies prior to raising insolvency proceedings when no court action has been raised.

Description	Charge
Yuill + Kyle Fee - Winding Up Notice non recoverable from debtor	£250.00
Sheriff Officers Fee Service Winding up Notice non recoverable from debtor	£81.16

10. Searches carried out prior to drafting Sequestration/Insolvency Petitions

Search charges are irrecoverable from debtor.

Description	Charge
Debtor is a company the following searches are carried out prior to Sequestration/Insolvency Petitions	
Credit Safe search	£5.00
Companies House search	£5.00
Debtor is an individual the following searches are carried out prior to Sequestration/Insolvency Petitions	
Account in bankruptcy search	£5.00
Debt Arrangement Scheme search	£5.00

11. Sequestration

A person and partnership can be sequestrated (declared bankrupt) from debts exceeding £3000. In most cases an Insolvency Practitioner is appointed to oversee the insolvency process.

Description	Charge
Yuill + Kyle Fee Sequestration non recoverable from debtor	£350.00
Sequestration Court Dues recoverable from debtor	£118.00
Accountant in Bankruptcy - Initial lodgement fee recoverable from debtor	£150.00
Sheriff Officers Fee service sequestration petition recoverable from debtor	£81.16
Sheriff Officers Fee unsuccessful service sequestration petition non recoverable from debtor	£81.16
Local Agents Fee - Court Appearance recoverable from debtor	£60.00 per appearance
Accountant in bankruptcy - administration fee when bankruptcy granted non recoverable debtor	£300.00

12. Insolvency

A Limited Company can be liquidated for debts exceeding £750. In most cases an Insolvency Practitioner is appointed to oversee the insolvency process.

Description	Charge
Yuill + Kyle Fee Insolvency non recoverable from debtor	£350.00
Liquidation Court Dues	£129.00
Sheriff Officers Fee service liquidation petition recoverable from debtor	£81.16
Sheriff Officers Fee unsuccessful service liquidation petition non recoverable from debtor	£81.16
Court Dues dismissal of liquidation petition	£37.00

13. Enforcement of English Judgment

Description	Charge
Yuill + Kyle Fee - Registering judgment in Scotland and instructing Sheriff Officers to charge for payment non recoverable from debtor	£100.00
Registers of Scotland - registering English judgment in Scotland recoverable from debtor	£10.00
Sheriff Officers Fee	
Successful service charge for payment recoverable from debtor	£103.78
Additional copy/person at same address	£20.47
Unsuccessful service charge for payment non recoverable from debtor clients are liable sheriff officers fees	£103.78
Yuill + Kyle Fee - Further enforcement earnings Arrestment, Arrestment	£10.00
Sheriff Officers Fee	
Successful service recoverable from debtor	
Unsuccessful service not recoverable from debtor, clients are liable for sheriff officers fees	
Earnings Arrestment	£67.18
Debt Advice Pack recoverable from debtor	£15.90
Bank Arrestment	£103.78

14. Trace and Investigation

Description	Charge
Yuill + Kyle Fee - Trace (only charged with positive results no trace no fee)	£25.00
Sheriff Officers Fee - non recoverable from debtor	
Address Trace (positive)	£65.50
Employment details obtained	£52.50
Unemployed/self employed	£32.50
Pre-Sue Report/Field Enquiries (with Database/Internet searches)	£65.00

Instalments

Where clients accept instalments to clear sums due and wish Yuill + Kyle to monitor instalments there is a charge of 10% of sums recovered.

The following will apply to pre-legal and legal matters:

A percentage amount of 10% of the principal sum will be added to the debt as 'compensation' in terms of the Late Payment of Commercial Debt Regulations 2013. In the event of such compensation being recovered this will be retained by us and set off against fees due by you to us in respect of that particular matter. Where compensation is paid direct to you, we will issue to you an invoice for the amount of compensation recovered.

Paralegal Rate

Our current hourly charging rate £150

Reviewing Archived Case:
Yuill + Kyle Fee £25 + Vat

This charge includes reinstating case, reviewing action and providing a detailed report of all work carried out on action and copy of any sheriff officer's reports if instructed and enforcement options.

Notes:

Sheriff Officers Fees: an additional 30% of the fee shall be surcharged for services within a remote rural area and evening and weekend calls. Sheriff Officers will charge for each visit and additional attempted service.

Yuill + Kyle Fees are quoted may change depending on the complexity of the case.

Judicial Expenses are regulated by the Act of Sederunt and vary from time to time. Accordingly the Judicial Expenses which will be chargeable will be those which accord with the latest Act of Sederunt.

YUILL+ KYLE part of the MacRoberts Group
Capella Building 60 York Street, Glasgow G2 8JX
www.debtscotland.com
www.ykcreditcheck.co.uk
www.ykonline.co.uk



PAYMENT TRANSFER DETAILS

To enable us to transfer recovered funds direct to you as soon as possible please provide us with the following details:

Client Details:

Client Contact: **Louise Langdon**

Please advise us immediately if any of the above details are incorrect

New Details: _____

Should all payments and invoices be issued to the client details as above? Yes No

If not please provide details **for invoicing and payment transfer purposes only:**

Telephone Number: **0141 8920590**

If telephone number is different for accounts payable please provide this: _____

Client Email Address: **louise.langdon@yuill-kyle.co.uk**

Please insert email address for invoices and remittance if different from above _____

Your Bank Details

Name on Account: _____

Sort Code: _____ Account No: _____

PLEASE RETURN COMPLETED FORM TO CASHROOM@YUILL-KYLE.CO.UK IN PDF FORMAT

Please note funds will not be released until all MLD checks have been carried out.

Yuill+Kyle is a limited company registered in Scotland (SC352604)
Registered Office: Capella Building (10th Floor), 60 York Street, Glasgow, G2 8JX
Yuill+Kyle is a firm of solicitors regulated by The Law Society of Scotland
A list of directors is available for inspection at our office

Managing Director
Stephen Cowan, LL.B