

Terms Of Engagement

DEBT RECOVERY **IGNITED!**

TERMS OF ENGAGEMENT

1. Introduction

- 1.1 These Terms of Engagement 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 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 of Engagement 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 of Engagement 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 Letter of Engagement.
- 1.2 References to any statute or statutory provision include references to such statute or statutory provision as amended, extended, consolidated and/or replaced from time to time, and to any statute or statutory provision which amends, extends, consolidates or replaces the same, as well as any orders or delegated or subordinate legislation made thereunder.

2. Undefended and Defended Actions

- 2.1 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 of Engagement.
- 2.2 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 MacRoberts. MacRoberts’ hourly rates for this work will be set out in their own Letter of Engagement, but 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

- 2.3 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. 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 you instruct us verbally, any written communication sent by us confirming the instructions will be deemed to be accurate unless you write immediately in contradiction. 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.

3.2 We need you to remain contactable and to be available to issue instructions and/or to sign certain documents (or to make available individuals to do so) from time to time in connection with any matter on which we are instructed. You must keep us advised of any change to your contact details, e.g. address, email address or telephone number.

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 outlays or disbursements) such as court fees, experts' fees, counsel's fees, sheriff officers' fees and local agents' fees which you will have to pay. We may instruct MacRoberts to conduct any court hearings on your behalf and charge those costs as a disbursement. VAT is payable on certain expenses. If a payment is requested to account of a disbursement, we reserve the right not to incur that disbursement 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.

If you are 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 of Engagement. 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.

5.2 Private Limited Companies

If we are given instructions by a private limited company then, unless otherwise agreed with you in writing 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's 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 3.3 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 / Advice and Assistance

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

5.9 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 and expenses until they have accepted your claim and agreed to nominate us as their solicitors. You will still be responsible for our fees and expenses in any event and, if for any reason your insurer refuses to pay our fees and expenses, 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 account with an institution authorised in the United Kingdom to accept deposits. We mainly use HSBC, RBS, Bank of Scotland and Santander. We will deposit the money into 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, and to the interest rate. You need to tell us in advance if you wish your money to be deposited with a different bank, or if there is any institution with which you do not wish us to deposit your money. We shall not be responsible or liable for any loss that is attributable to the mistake, failure, insolvency or loss of licence by the relevant institution (including the inability or failure of that institution to pay its debts such as any balance on our client account as they fall due and/or otherwise become payable), nor to any failure of the banking or inter-bank systems, nor to exchange rate fluctuations.

Where we hold a credit balance of between £10 (the “prescribed minimum”) and less than £50 (the “prescribed maximum”) for you or on your account after the conclusion of any matter on which we were instructed, but in circumstances where we cease to hold current address or contact details for you, we are permitted by the Law Society of Scotland to pay, and will pay, these sums either to the Office of the Queen’s and Lord Treasurer’s Remembrancer or to a registered charity of our choice. If the credit balance is equal to or greater than the prescribed maximum, we will use reasonable endeavours, having regard to the amount of the credit balance, to trace you, and we may charge a reasonable fee for work undertaken in attempting to trace you. If despite having used reasonable endeavours we cannot trace you, we will remit the credit balance (after deducting any fee for attempting to trace you) to the Office of the Queen’s and Lord Treasurer’s Remembrancer. Whether or not we have up-to-date address or other contact details for you, where the credit balance is less than the prescribed minimum, we may take that balance to a fee and may aggregate that balance with other balances which are less than the prescribed minimum in a single fee, in which case we will include in that single fee a list of each of the balances which is included. The £10 and £50 figures in this paragraph are subject to adjustment to reflect any changes made from time to time by the Law Society of Scotland to the prescribed minimum and prescribed maximum figures.

7. Authority to Act

You must identify to us, in writing, any limitation in the number or identity of your directors, officers or employees who are authorised to instruct us (if you are a company or other organisation). In the absence of any such written identification, there will be deemed to be no such limitation and we will be authorised to accept instructions from any person in your company or organisation. If there are joint clients, we may unless otherwise agreed in writing take instructions from any of them. Where our client comprises more than one person or legal entity (e.g. husband and wife or more than one individual shareholder or legal entity), we

may unless otherwise agreed in writing take instructions from any one of you on behalf of the others, and each such person or legal entity shall be jointly and severally liable for our fees and expenses.

8. Communication

You are deemed to consent to communication (in addition to post and telephone) by normal unsecured e-mail and/or fax and/or text and/or other electronic communications and we each accept the risks associated with using such methods of communication, including the risks of unauthorised access, interception, computer viruses and malware. For our part, we will use commercially reasonable procedures to detect any generally known computer viruses and malware in correspondence and information that we send and receive electronically, but such procedures do not guarantee that transmission will be free of any viruses, malware, corruption, interception or unauthorised access. We shall not be liable for any costs, loss or liabilities that you suffer or incur as the result of any communication (including post, telephone, email, fax, text and other electronic communications) being misdirected, intercepted and/or accessed by third parties, or being lost, delayed or corrupted. We shall not be liable for any losses arising from cybercrime in any form, including cyber fraud.

Please note that like many law firms, we use spam filters, so there is a risk that legitimate correspondence from you may be filtered out. Please therefore do not assume that every email or electronic communication sent to us will be received and/or read by us. You should follow up any important communications that you send to us with a phone call or printed copy by post to confirm or ensure receipt by us.

9. Scope of Engagement

We will use reasonable skill and care in the provision of our services. Our services will be provided for the purpose to which our instructions relate; they will be limited to the issues and circumstances stated or implicit in those instructions, and will not be applicable by implication or analogy to any other matters.

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

We will use reasonable endeavours to perform our services within a reasonable time, and within any estimated timescale we may specify; but any estimate is indicative only and may change because of unexpected complexity or developments or factors that are beyond our control and/or were not foreseen by us.

10. Client to Provide Information

We rely on you to provide us, as speedily as possible, with all information and documentation that 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. We shall not be treated as being aware of any information known by or provided to any person (including our own directors, employees and agents) who is not directly involved in the particular matter on which we are instructed. This applies unless you specifically bring that information to the attention of the individuals who are involved in that matter. 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. We assume that you are entitled to provide us with that information in terms of all applicable laws, including data protection legislation.

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 of Engagement, 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 entitled to reveal those matters in terms of clause 14 below
- where required to enforce our rights under the Letter of Engagement
- where the disclosure is to our professional indemnity insurers or brokers
- 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.

In addition, unless you advise us in writing of your objection to this at the time of instructing us, we will be entitled to mention you and the work that we do for you in the experience / credentials sections of our tenders to prospective clients, and/or in any submissions that we may make to legal directories such as Legal 500.

Our regulator, the Law Society of Scotland, may audit our client files from time to time and you agree that your file may be audited. We also engage or allow external organisations to audit our client files from time to time, and you agree that your file may be audited. We will require any such organisation to enter into a confidentiality agreement in respect of any information in your file.

If you make a complaint to the Scottish Legal Complaints Commission (SLCC) regarding our services to you, the SLCC and/or the Law Society of Scotland may request your file in relation to those services and you acknowledge that this can be disclosed for that purpose.

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 Act 2018 and, subject to certain exceptions, a copy of any personal 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 current data protection legislation and applicable guidance. The Company is the data controller. To find out more about how we collect, store and handle your personal data, please review our Privacy Notice here <https://www.macroboberts.com/privacy-notice/> or alternatively please contact David Milne on 01382 339340 or at david.milne@macroboberts.com or at MacRoberts LLP, River Court, 5 West Victoria Dock Road, Dundee, DD1 3JT to obtain a copy of our Privacy Notice.

Unless otherwise agreed in writing between us, if you are established in the EEA, the European Commission's Standard Contractual Clauses for data transfers from data controllers in the EEA to data controllers outside the EEA will automatically form part of, and be incorporated into, these Terms of Engagement if, following the expiry of the transitional arrangement between the UK and EU, the European Commission has not made an adequacy decision in respect of the UK.

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. In relation to any paper correspondence and documents, it is our usual practice to scan paper correspondence and documents to an electronic file within our document management system, either at the time of receipt and/or upon conclusion of the relevant engagement. Immediately after scanning, we usually destroy the original. We may retain a complete copy of the file and any documents and data for a minimum of ten years after completion, and for risk management reasons we may choose to do so for the period of long negative prescription of twenty years.

We do however reserve the right to delete electronic files, and to destroy any documents in our possession, at any time. If you specifically wish your original paper correspondence file and/or any paper documents to be retained, and/or wish to insist upon the non-deletion of electronic files, you must tell us within 14 days of your receipt of our Letter of Engagement. In either case, we may charge you for the storage charges. In all cases when considering whether or not you want us to retain or to send you original documents, 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.

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. We may choose to provide your files and documents in either electronic or paper form, and if provided in paper form we may make a reasonable charge for the time and cost involved in printing from electronic to paper medium. We may in all cases omit any purely internal documents and correspondence within the Company relating to our contract with you and/or any particular matter. We will retain a complete copy of the file and documents for our own records.

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

Law Society of Scotland Rules and anti-money laundering / counter terrorist financing legislation require that, where an obligation to do so arises, we obtain satisfactory evidence of the identity of each client; of any director(s) and/or officers and/or beneficial owner(s) of corporate entities and trusts; of any agent acting for the client; and other details about clients

and their personal and/or business affairs. For risk management purposes, we may identify and verify our clients to the standard required by The Money Laundering, Terrorist Financing and Transfer of Funds (Information on the Payer) Regulations 2017 (the “MLR 2017”) even if those Regulations are not strictly applicable to any particular client or transaction. We may also conduct sanctions checks on all clients. We may need to refresh evidence of identity from time to time, even if we have acted for you for a number of years. We may need to make enquiries about the matter, the source of any funds and/or wealth, as well as information about other parties who may be involved. If at any time we are unable to satisfy ourselves regarding any evidence of identity, the source and legitimacy of funds or wealth, or any other aspect of customer due diligence, we may at our sole discretion cease to act for you, and/or we may stop working on your matter or delay its progress (either for a period of time or altogether) until we have received evidence and/or information that is satisfactory to us.

We use various ways to verify identity, including asking clients to provide original or certified copy identification documents and making use of an electronic verification service. If you do not physically meet a member of our staff, we may require to conduct a video call (including the capturing of still images and/or sound) and/or photographic check (or similar) to verify identity. We may use an electronic verification service to verify an individual's or organisation's identity in any event. If we do so, the check may leave a 'footprint' on the credit file, but should not have an effect on credit rating. We may similarly undertake checks on persons such as directors, officers, instructing individuals, the beneficial owners of corporate entities, the trustees and/or beneficiaries of trusts, and any agent acting on your behalf. By instructing the Company, you acknowledge and agree that:

- we may undertake a search with a credit reference agency and/or other electronic verification service provider for the purpose of verifying your identity, and that of any director(s), officer(s), instructing individual(s), beneficial owner(s), trustees, beneficiaries and/or agents, using information provided by you and/or by individuals; and you hereby warrant that you are authorised by those director(s), officer(s), instructing individual(s), beneficial owner(s), trustees, beneficiaries and/or agents to grant consent to this on their behalf
- to do so, the credit reference agency and/or service provider may check the information supplied against any particulars on any database (public or otherwise) to which it has access
- the credit reference agency and/or service provider may also use such details in future, and the fact that a search was made, to assist other persons or entities for the purposes of verification, assessing the risk of giving credit, tracing debtors and/or to prevent fraud and/or money laundering
- a record of any search may be retained by the Company and/or by the credit reference agency and/or service provider.

Specifically, you acknowledge and agree the terms of our Privacy Notice and also the privacy notice issued by the credit reference agency TransUnion Information Group at <https://www.transunion.co.uk/legal-information/bureau-privacy-notice>.

Any personal data obtained by the Company for the purposes of our compliance with the MLR 2017 will be processed only (a) for the purposes of preventing money laundering or terrorist financing, (b) as permitted by or under any legislation other than the MLR 2017 or the GDPR (as defined in the MLR 2017), or (c) where we have obtained the consent of the individual.

By instructing the Company, you acknowledge the processing of personal data in the ways and for the purposes set out in this clause and in the privacy notices referred to in these Terms of Engagement, and, where you are a corporate body, you agree to share this information with relevant individuals within your organisation. Where you are a corporate body, you warrant that the personal data you provide to us has been, and will be, collected lawfully and shared with us lawfully in accordance with applicable data protection laws, and

there is a lawful basis for the Company to process it. We may share any information (including personal data) relevant to the prevention of money laundering and terrorist financing with and between members of the MacRoberts group, subject to any restrictions on the sharing of information that may be imposed by applicable law.

As noted at clause 11 above, we are professionally and legally obliged to keep your affairs confidential. However, as solicitors, we may be required by legislation to make a disclosure to the National Crime Agency: we must do so, if we know or suspect that a transaction may involve money laundering or terrorist financing. That legislation is highly complex, is subject to regular changes, and requires the exercise of judgement. If we make a disclosure in relation to any of your matters, we will not be able to tell you that a disclosure has been made. Similarly, if we become aware that an investigation is being contemplated or carried out by any relevant law enforcement or regulatory bodies, and/or if we are required under a production order and/or certain other investigative orders or warrants to provide information, material or other things relevant to you and/or your affairs, we will not be able to tell you. We may also have to delay the progress of your matter or stop working on it completely (either for a period of time or altogether) and we will not be able to tell you why accurately. You hereby authorise us to take such steps as are necessary for the Company to comply with all relevant anti-money laundering and counter terrorist financing legislation (including but not limited to the Proceeds of Crime Act 2002 and the MLR 2017) and agree that we will not be in breach of the Terms of Engagement where we take such steps. We shall not be responsible or liable for any costs, loss or liabilities that you may suffer or incur arising from our compliance with anti-money laundering and/or counter terrorist financing legislation and/or any associated guidance, or where we in good faith take steps that we reasonably consider are required to comply with such legislation and/or guidance, including but not limited to where we make such a disclosure and/or stop or delay our work for you, and/or where we do not provide you with an accurate explanation as to why we have stopped or delayed our work.

If your action becomes defended, MacRoberts may ask you to provide additional information and/or documentation to satisfy their own anti-money laundering checks. They may be unable to continue to act on your behalf if that information/documentation is not provided.

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.

17. Conflicts of Interests

If we are or become aware that 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 or withdraw from acting if there is such a conflict. We may be unable to tell you about the nature of the conflict of interest.

18. Termination

Either of us may terminate this Letter of Engagement and/or our professional relationship in its entirety at any time by written notice given to the other.

In the event that you choose to terminate this Letter of Engagement and/or our professional relationship in its entirety, you will pay the Company and MacRoberts all fees and outlays and expenses incurred prior to such termination and due to the Company and MacRoberts in accordance with these Terms of Engagement and MacRoberts' Letter of Engagement, 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 deliver 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 Letter of Engagement and/or our professional 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 of Engagement and of MacRoberts' Letter of Engagement 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 of Engagement 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 of Engagement

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

If we do not insist immediately that you do anything that you are required to do under the Letter of Engagement, or if we delay in taking steps against you in respect of your breach of the Letter of Engagement, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date.

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

The Letter of Engagement shall be governed by and construed in accordance with Scots law.

Any dispute arising out of the provision of services by us to you shall be subject to the exclusive jurisdiction of 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 of Engagement 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 (as amended).

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.debtsotland.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 of Engagement: in particular, Clause 5 above.

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

25. Limitation

The maximum aggregate liability of the Company (whether in contract, tort or delict (including negligence) or for breach of statutory duty or otherwise) arising out of or in connection with Letter of Engagement and/or any matter on which we are instructed shall be limited to five million pounds (£5,000,000) unless we specifically agree otherwise in writing. We shall not be responsible or liable under or arising out of the Letter of Engagement for any indirect or consequential loss or damage.

If we are jointly and severally liable to you along with a third party in respect of any costs, loss or liabilities that you may suffer or incur in connection with the engagement, our liability to you shall be reduced by the proportion for which that third party is or would have been found liable to you under any proceedings that you brought or could have brought against that third party.

Your contract is with the Company. In no circumstances whatsoever will any individual member, employee, consultant, agent or sub-contractor of the Company and/or of MacRoberts be responsible or liable to you, whether in contract, tort or delict (including negligence) or for breach of statutory duty or otherwise). You agree and undertake that you shall not make any claim or raise any action or proceedings against any individual director, member, employee, consultant, agent or sub-contractor of the Company and/or of MacRoberts; and your agreement not to do so is intended to benefit, and shall be enforceable by, any such individual director, member, employee, consultant, agent or sub-contractor of the Company and/or of MacRoberts.

We shall not be responsible for the consequences of, and shall not be liable for, any loss caused to you or any third party arising from any misleading, incomplete or erroneous instructions or information given by you, or where information or instructions are not given timeously. In respect of a claim by such a third party in such circumstances, you shall indemnify and keep us indemnified on demand in respect of that claim.

We shall not be liable for any delay or failure to perform our obligations to the extent caused by circumstances that could not reasonably have been foreseen by us at the time of entering into the Letter of Engagement and that are outside our reasonable control, including but not limited to any failure or unavailability of email and/or IT systems.

If any provision of the Letter of Engagement, or any instruction that you issue to us, places us in conflict with our professional and regulatory obligations (including but not limited to the rules or guidance of the Law Society of Scotland and/or any applicable law or statutory guidance), we shall comply with those obligations, which shall take precedence over any provision of the Letter of Engagement or such instruction.

Nothing in the Letter of Engagement limits or excludes our liability for death or personal injury to the extent caused by our negligence, nor for our fraud or our fraudulent misrepresentation, nor for any other liability that cannot be limited or excluded by applicable law. If any provision of the Letter of Engagement is held to be void, ineffective, or not binding on you, the remaining provisions shall continue to be effective to the fullest extent permitted by law.

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. 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.

27. 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 and/or the conduct of a member of the Company's staff, you should

immediately contact Stephen Cowan, our Client Relations Partner. He will attempt to amicably resolve the issue within the next fourteen working days.

If you are not satisfied with our response to your complaint, you may be entitled to complain to the Scottish Legal Complaints Commission (SLCC) about the manner in which our work is being or has been carried out, or the conduct of the person(s). The SLCC's website is www.scottishlegalcomplaints.com and their email address is enquiries@scottishlegalcomplaints.org.uk. The SLCC's postal address is 10-14 Waterloo Place, Edinburgh EH1 3EG and their telephone number is 0131 201 2130. You should note that there are strict time limits for raising a complaint with the SLCC.

28. Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013

If you are a consumer, namely an individual acting for purposes which are wholly or mainly outside your trade, business, craft or profession, the following provisions of this clause apply to you:

1. You agree to receive our Letter of Engagement, and any confirmation of our engagement, in electronic form (including by email and as a PDF or Word document), or in paper form.
2. You acknowledge that instructing the Company means that you will have to pay us the fees, charges and expenses set out in the Letter of Engagement.
3. You have the right to cancel the contract, without giving any reason, within 14 days after the day on which you entered into the contract formed by your acceptance or implied acceptance of our Letter of Engagement. To exercise the right to cancel, you must inform us, Yuill & Kyle Ltd of Capella, 60 York Street, Glasgow G2 8JX telephone number (+44) (0)141 280 5624, fax number (+44) (0)141 332 8886, or email info@debtscotland.com, of your decision to cancel this contract by a clear statement (e.g. an email or letter). You can use the cancellation form below, but it is not essential to do so.
4. In order to meet the cancellation deadline, it is sufficient for you to send your communication about your cancellation before the 14 day period above has expired.
5. If you wish us to commence our services within that 14 day cancellation period, we will need you to provide your express consent to proceed via email, post or fax.
6. If you cancel the contract, we will reimburse to you all sums (if any) received from you, without undue delay and in any event not later than 14 days after the day on which you inform us of your decision to cancel the contract. We will reimburse you using the same method of payment that you used for the initial transaction, unless you have expressly agreed otherwise, and you will not incur any fees as a result of that reimbursement.
7. If you send us your express consent to proceed, you will still be entitled to cancel the contract within the 14 day period, but you have to pay us our fees, charges and expenses for any work that we have already done up to the time at which you cancel the contract, on the basis and at the rates stated in our Letter of Engagement.
8. If you do give us your express consent to proceed and we fully perform our services, you agree that you will lose your right to cancel the contract that is mentioned above, and that you will be obliged to pay our fees, charges and expenses in full.
9. Please note that our Terms of Engagement contain certain exclusions and limitations of our liability.

Model Cancellation Form

From: *[insert your full name and address]*

To: Yuill & Kyle Ltd of Capella, 60 York Street, Glasgow G2 8JX / email info@debtscotland.com

I/We (*) hereby give notice that I/we (*) cancel my/our contract for the supply of legal services by Yuill & Kyle Ltd as set out in the Letter of Engagement dated [*insert date of letter of engagement*].

Signature: [*insert your signature if you are signing a paper version*]

Date: [*insert date of your communication*]

(*) Delete as applicable

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

31 Judicial Expenses

Costs awarded by the court in line 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 the debtor, the 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 for 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/decreed 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/decreed non recoverable from debtor	£25.00
Successful service decision/decreed recoverable from debtor	
Unsuccessful service decision/decreed not recoverable from debtor, clients are liable for 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

51 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/decreed 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/decreed	
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 for 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 for 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 for 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% 1 st £28648 - 5% thereafter	
over £143,231	10% 1 st £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% 1 st £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 owned property prior to instruction of 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 for 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's Details:

Client Contact:

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:

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

Client Email Address:

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 may not be released until our due diligence 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