

SCHEDULE

OF

CHARGING

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SCHEDULE OF CHARGING

PART 1 – GENERAL

1. UNIT CHARGES (“U”)

Any item may be charged according to the number of units. Time spent charged in units is on the basis that 1 unit is equivalent to 6 minutes. The value of the unit reflects the hourly rate which may be adjusted by reference to the circumstances. A list of detailed charges in units is contained in Part 3.

2. ACCORDING TO CIRCUMSTANCES CHARGING

Any item of business, or a whole account, may be charged according to circumstances. Any item of business charged by that method or by reference to units will aim to be a sum which is fair and reasonable both to us and to you, taking into consideration the following factors where relevant:-

- (a) the importance of the matter to you;
- (b) the amount or value of any money or property involved;
- (c) the complexity of the matter or the difficulty or novelty of the question raised;
- (d) the skill, labour, specialised knowledge and responsibility involved on our part
- (e) the time expended;
- (f) the length, number and importance of any documents or other papers prepared or perused;
- (g) the place where and the circumstances in which the services or any part thereof are rendered, including the degree of expedition required.

3. APPLYING FACTORS REFERRED TO ABOVE

- (a) where time expended is the dominant factor the total time expended will be totalled and multiplied by the hourly rate;
- (b) A percentage of the amount or value of the money or property involved may be added in order to compensate for the risk or indemnity element in carrying out the work. An appropriate percentage may be 0.50% of the first £100,000 with lower percentages of higher amounts;
- (c) the value of the money or property involved may be the dominant factor particularly in a conveyancing transaction or an executry. The sum charged will aim to be reasonably proportionate to the value of property involved.

4. WRITTEN FEE CHARGING AGREEMENTS

In a case where the fee is agreed in writing in advance, it will not be subject to obligatory taxation. Such an agreement is required for a speculative case with After The Event Insurance.

5. VALUE OF TRANSACTION

Where the value of the transaction is the dominant factor, the value will be taken to be either the amount stated in the writ or calculated as follows:-

- (a)
 - (i) Where, before an executed writ has been delivered, the parties to it have made a contract for the development of the subjects and the value of that contract is not reflected in the price or consideration shown in the writ, the “value” shall be the total of the price or consideration shown in the writ plus the value of the development contract.
 - (ii) Where before an executed writ has been delivered, the purchaser has, through us, made a contract with a third party for the development of the subjects, the value shall be the total of the price or consideration shown in the writ plus the value of the contract.
- (b) If the consideration is termly or periodic payment the value shall be the capitalised value, i.e. in leases or similar contracts, the total sum exigible under the whole contract or during the first 10 years, whichever is the lesser.

Where the right of a landlord to recover possession is restricted by statute, the period of the lease shall be taken to be 10 years.

- (c) Where no price or consideration is stated, the value of the subject matter will be calculated according to the best evidence available. (e.g. stamp duty value, stamp duty value in any transaction within the last 3 years, last price at which property valued in the last 3 years, survey report, etc.)
- (d) Where in a purchase from a local or national government body or agency the price is discounted, the gross value before discount shall be the value.

6. REVISING FEE

Where deeds are revised by us, the fee will be one half of the drawing fee otherwise specified in this schedule.

7. PARTIES HAVING DISTINCT INTERESTS

Where we properly act for more than one party in any matter or business in which several parties have distinct interests, we will charge against each party in respect of our professional responsibility for each distinct interest.

8. POSTS & INCIDENTS

This charge will cover posts, telephone and fax calls and minor outlays. It will not normally exceed 5%. If a courier or other specialised delivery service is used, their fee may be charged as an outlay.

9. UNCOMPLETED MATTERS

Where we have acted in any matter which has not been completed by us, we will charge for the work which has been done.

PART 2

1. PRESENTATION OF ACCOUNTS

- (a) where an account is presented to you, we will normally do so in the form of a fee note indicating the amount of our fee and the matter to which it relates. If requested by you, we will give such helpful information as can readily be derived from the records but if you insist on a fully itemised account, it will be prepared at your expense.
- (b) if you remain dissatisfied, our account can be lodged with an independent official called the Auditor of Court for assessment and adjudication, or “taxation” as it is known. We may have a fully itemised account prepared if you request a taxation and it may be submitted for taxation even if it is for a greater amount than the note of fee.
- (c) The Auditor will charge a fee for the taxation and this is normally borne by the paying party. Any award of expenses of the taxation is wholly within the discretion of the Auditor.
- (d) Taxation is necessary by law and in practice in certain circumstances, such as where we act for a liquidator, Trustee in Bankruptcy, Judicial Factor, etc.
- (e) Where we have reached an agreement in writing with you as to our fees in respect of any work done, we are not obliged to concur in any requests by you for taxation, in terms of s.61A of the Solicitors (Scotland) Act 1980.

PART 3

DETAILED CHARGES EXPRESSED IN UNITS

The following unit charges may be used in any account or for part of an account where other charges are used.

1.) DRAWING

(i) Deeds, documents intended to have contractual effect, court writs (other than simple debt recovery), court pleadings, affidavits, motions of substance, financial statements and accounts, inventories (other than inventories of writs) and relative schedules, memorials for opinion are all **chargeable at 5 units per sheet** (a sheet is 250 words or part thereof)

(ii) where a pro-forma document has been used and variables or standard clauses inserted, the rate for that part of the document will be **3 units per sheet**

(iii) other papers to include transfers, minutes of meeting, statements, routine or straightforward motions, simple debt recovery court writs will be **charged at 3 units per sheet**. Intimations and certificates thereof will be charged at **1.25 units**

2.) COPYING – BY ANY MEANS

No charge will be made if the number of copies made in the whole matter is 50 or less. Where the number of copies is more than 50, all copies will be charged at **0.02 units per page**

3.) TIME

Time spent conducting a trial, proof or formal debate hearing before a court including a tribunal, enquiry, licensing board or arbiter will be charged at **12 units per hour**. All other time will be charged at **10 units per hour**. Units of time are indivisible unless otherwise stated.

4.) CORRESPONDENCE

Normal letters, faxes and e-mails and letters with cheques will be **charged at 1.25 units per page**. A 'page' is 125 words or part thereof

Formal letters (i.e. acknowledgements/confirmatory letters) and circulars will be **charged at 0.50 units**

Letters of a similar nature (i.e. the same letter going to several people), for the 2nd and subsequent letter irrespective of length, the rate will be **0.50 units** per page

5.) TELEPHONE CALLS

For the first 6 minutes or part thereof, **1 unit**. Calls of over 6 minutes will be charged on a time basis. Formal telephone calls (acknowledging/confirming) will be charged at **0.50 units**

6.) SPECIFIC ITEMS

Recording Writs, including warrant of registration, certificate of value/exemption clause where necessary, presentation of writ, receiving writ or an extract will be charged at **3.25 units**

Quick copies and Extracts where ordered after the date of recording will be charged at **2.25 units** (where extracts of several deeds are ordered at the same time **2.25 units** will be charged for the first and **1 unit** for each of the others)

Lending/delivering titles and other papers. Each lending – **2.25 units**

Inventory per sheet **1 unit**

7.) ACTING AS NOTARY

Notarial Certificates and attestations and similar acts including notarising court affidavits – **3 units** (this fee does not include the drawing or the revising of the documents)

Notarial copies per sheet, **1 unit**

Maritime protests: Noting protests – **10 units**, drawing instrument and necessary documents – **5 units**, attendance at execution – **3 units**

8.) REDEMPTION OF FEU DUTY

Issuing redemption notice or receipt or duplicate of original receipt – **3.25 units**

PART 4

WRITS RELATING TO HERITABLE PROPERTY

1. CONVEYANCES

Missives will be charged in accordance with part 3 (1)(i)

In transactions with acquiring authorities charges will be made on a percentage of value with minimum fee as shown below:-

- (i) statutory conveyances – 1% of value, minimum **27.5 units**
- (ii) compulsory purchase and general vesting declaration where no completion of title, but title is produced, investigation carried out or search produced – **0.5% of value, minimum 13.25 units**
- (iii) receipt and undertaking – **0.25% of value, minimum 5.5 units**
- (iv) where missives concluded and conveyance completed – per Part 3
- (v) Notice of payment of compensation with no other work – **5 units**

2. STANDARD SECURITIES

Where the loan transaction involves some ancillary matter, such as assignation of a life policy, an extra charge will be made

In the case of Standard Securities by companies, we will charge for all additional work involved in complying with relevant statutory requirements

Where the Standard Security does not specify the amount of the loan, the value will be the amount which the lender is expecting the Security to cover regardless of the value of the security subject

Ancillary matters such as calling up Standard Securities, etc, unless otherwise agreed, will be charged in accordance with Part 3

PART 5

EXECUTRY ESTATES & TRUSTS

(A.) ADMINISTRATION OF EXECUTRY ESTATES

Unless otherwise agreed, the following may be charged in accordance with Part 3

- 1.) Making all investigations to ascertain the particulars and value of the estate passing on death, (including *inter vivos* gifts), debts and encumbrances affecting the estate and the estate to be included in the appropriate inheritance tax accounts.

(Where stocks and shares are held by a nominee company or under a portfolio management arrangement, the minimum rate for investigation will be 0.25%).

- 2) Preparing and giving up inheritance tax Inventories and other accounts.
- 3) Obtaining confirmation and any eik to confirmation
- 4) Resealing confirmation, probate or letters of administration and obtaining or making certificates or copies
- 5) Preparing deeds of assumption or resignation of trustees and deeds of appointment or apportionment
- 6) Preparation of deeds implementing provisions of will or intestacy
- 7) Calculations and discharge of prior rights, legal rights, deeds of election where formal deeds prepared
- 8) Receipts or discharges for pecuniary and specific legacies
- 9) Discharges of provisions and residues (NB Discharges will normally be prepared by the solicitor for the trustees or executors and paid for by the estate, but a beneficiary who is independently advised shall pay his own solicitor's revising fee.

Residuary legatees entitled to payment at different dates shall each pay for the discharge granted by them and for the conveyance and transfer of their share of the estate unless the trust deed otherwise provides.)

- 10) Discharges of trustees or executors not otherwise provided for, including ratifications by beneficiaries
- 11) Dispositions, assignation or conveyances of a beneficial interest

- 12) Examining deeds on behalf of beneficiaries concurring in conveyance
- 13) Expediting special or general service
- 14) Appointment of executor-dative and preparing bond of caution
- 15) All tax work in respect of income tax, capital gains tax, inheritance tax and stamp duty land tax, etc
- 16) Any other individual items involving documents and papers, time, correspondence, telephone calls, copyings, etc

Commissions on collection of revenue and capital transactions will be charged in accordance with paragraphs (B) & (C) below

Specific items of work separately chargeable under any other part of this schedule shall be charged under the provisions of the appropriate part

(B.) COMMISSIONS ON COLLECTION OF REVENUE IN EXECUTRY ESTATE

A percentage commission may be charged at rates not to exceed the maximum values indicated in this paragraph

1. Interest and dividends on stocks and shares collected by us – up to £1000 – 5%, on the next £4000 – 3.5%, on the balance over £5,000 – 2%
2. Feu duties, ground annuals, interest on heritable securities and other miscellaneous and periodical payments – not exceeding 10% of the actual amount received

(C.) COMMISSIONS ON CAPITAL TRANSACTIONS IN EXECUTRY ESTATES

A percentage commission may be charged at rates not to exceed the maximum values indicated in this paragraph.

- 1.) Realising capital for any purpose other than re-investment for the same client**
 - a)** Money forming part of the original estate uplifted from banks or building societies: 0.50% to 1.00% on a sliding scale namely; on each payment of up to £30,000 – 1%. On the balance over £30,000 – 0.50%
 - b)** Policies of assurance not exceeding 1% (sliding scale as above)
 - c)** Heritable property:- in accordance with part 7 (conveyances following sales will be charged in accordance with Part 4)
 - d)** Stocks, shares and other securities realisable on the Stock Exchange
 - (i) on the first £30,000 of each sum – 1.5%
 - (ii) on the next £30,000 of each sum – 1%
 - (iii) on the balance over £60,000 – 0.75%
 - e)** Other stocks, shares and securities not realisable on the Stock Exchange and interest in private partnerships – 1% to 5% (this does not cover the investigation of unquoted investments, for which fees will be charged in accordance with Part 3)
 - f)** Book debts, etc – 1% to 10%
 - g)** Miscellaneous property – 1% to 7.50%
 - h)** Bonds – 0.5%
 - i)** National savings – 1%

2.) Investing or re-investing Capital

On the first £30,000 – 0.75%

On the next £30,000 – 0.50%

On the balance over £60,000 – 0.25%

Where securities or other assets in executry estates are not realised but are transferred to beneficiaries direct – 0/25% to 1.50% on the total transfer value or in accordance with Part 3

(D) EXECUTRIES BECOMING TRUSTS

Work relating to the continuing administration of the trust will be charged in accordance with paragraph E below or Part 3 above.

(E) ADMINISTRATION OF TRUSTS

A percentage commission may be charged at rates not to exceed the maximum values indicated in this paragraph.

Income

Where we collect income and distribute it among beneficiaries we will normally charge for the collection of income on the following basis;

- (a) on interest and dividends on stocks and shares,

Where individual payments are up to £1,000	– 5%
On the next £4,000	– 3.5%
On the balance over £5,000	– 2%

- (b) Rents, feu duties, ground annuals, interest on heritable securities, and other miscellaneous and periodic payments – a percentage not exceeding 10% of the actual amount received
- (c) Where the work involved is greater than normal, e.g. where there are a large number of beneficiaries charges may be made in accordance with Part 3.

Capital

- 1) Realising capital of the Trust Estate, as in paragraph 5 (C) 1) above
- 2) Investing or re-investing capital, as in paragraph 5 (C) 2) above
(the sliding scales may be varied depending on the particular circumstances and amounts involved)

F.) TRUSTS AND WILLS

Creation of Wills and Trusts and other work for Testators, Trusters and Trustees

All work in connection with the drafting and creation of wills, trust dispositions and settlements, *inter vivos mortis causa* and marriage contract trusts, codicils and deeds of appointment and apportionment, administration and termination of trusts, changing of trustees, including discharges, indemnities and minutes of agreement relating to trusts will be charged in accordance with part 3 taking into consideration, where appropriate, commissions under para E above .

PART 6**GENERAL BUSINESS**

Partnerships, mercantile transactions, incorporated companies, powers of attorney, contracts or agreements, tax or other similar matters for which professional charges are not otherwise prescribed in this schedule, will, unless otherwise agreed, be charged in accordance with Part 3

PART 7

SALE PURCHASE OR LEASE OF PROPERTY

Negotiating sales, purchases or leases

- a) Sale or purchase of debentures, stocks, shares and securities realisable on the Stock Exchange – not to exceed 1.5% on price
- b) Other stocks, shares and securities not realisable on the Stock Exchange and interest in private partnerships –Not to exceed 5%.
- c) All other kinds of property heritable or moveable – on sale or lease, 1% to 2.5% on price or rent capitalised under part 8, but not exceeding 1.5% where we charge fees under Part 4. (Where we do not negotiate the sale but merely adjust the missives or agreement of sale, we will charge in accordance with part 3. Unless otherwise agreed, where a contract is not concluded, we will charge in accordance with part 3) Where property is sold or purchased or taken on lease by auction, we will charge in accordance with Part 3 unless otherwise agreed.

PART 8

CASH INTROMISSIONS

- a) Commission on revenue will be charged on monies received and distributed in accordance with Part 5 (B)
- b) Commission on capital realised will be charged in accordance with Part 5 (C) 1
- c) Capital invested or re-invested will be charged commission as in Part 5 (C) 2
- d) Where securities or other assets are not realised but are transferred to beneficiaries direct – 1% on total amount transferred or in accordance with Part 3.

(The sliding scales may be varied depending on the circumstances and amounts involved)

- e) Recovery of debts, in the absence of any prior agreement, will be charged in accordance with Part 3

PART 9

SUMMARY CRIMINAL COMPLAINTS

A detailed account may be rendered in accordance with Part 3 but the following will be the minimum charges in cases of average complexity

- (a) Guilty plea (as instructed at outset) – 15 Units

- (b) Full investigation followed by Guilty Plea –50 Units

- (c) Not Guilty Plea followed by Trial – 65 Units where the trial does not exceed 2 hours, plus 5 Units for each additional half hour.

All Fees provided for throughout this Schedule will be subject to VAT. Outlays incurred on your behalf will be charged in addition.