

26th April 2024

## **YOUR CLAIM FOR COMPENSATION**

Thank you for choosing ++++ Solicitors Scotland to represent you in your personal injury claim. You have asked me to offer you advice and let you know if I consider a claim for compensation can be made for the injury you have suffered as a result of your housing disrepair issue.

I understand this may be a challenging time for you, and I want to assure you we are committed to providing the best legal support and guidance throughout this process. Our experienced team is dedicated to fighting for your rights and ensuring you receive the maximum compensation you deserve where applicable.

As I begin working on your case, I want to emphasise the importance of reading and reviewing our terms of business. These terms outline the basis on which we will act for you and the details of our engagement including both our responsibilities. Your acceptance of our terms of business is a requirement for us to proceed with your claim. If you continue to instruct us after receiving our terms of business, you will be deemed to have accepted the terms of business attached.

The law states that you have to raise court proceedings within three years of the date you knew or ought to have known you had suffered an injury, or three years from the date you were last exposed to the negligent act or omission blamed for causing the injury (whichever is the later). Your right to compensation expires at the end of this three-year period.

The Law does not provide an automatic right to recover compensation. It is necessary to prove that another party has been negligent and that you were injured as a direct consequence of that negligence.

If anyone contacts you in relation to your claim please refer them to me, likewise if anyone, wishes to discuss your claim with you simply advise them they should

contact me for any information they need.

I will be in contact to arrange an appointment to discuss your claim in more detail. I will then advise the next steps in your case and what you can expect to happen over the next few months.

If at any time throughout this process you have any questions, please do not hesitate to contact me.

Yours sincerely

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## **TERMS OF BUSINESS**

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### **Your Case Handler**

Your claim will be managed by our specialist team of Solicitors, Paralegals and Trainee Solicitors. Your case handler is You can contact your case handler by any of the following means:

### **What We Will Do**

Based on our initial correspondence and information you provide:

- we will perform all necessary legal work to pursue a compensation claim for you
- the work we undertake for you is limited to pursuing a compensation claim and matters relating directly to that
- we will take all reasonable steps to carry out the necessary legal work in accordance with the current professional standards applicable to the legal profession in Scotland
- we will consult with you on any significant developments, including but not limited to, the receipt of an offer of settlement
- we will use our specialist knowledge to achieve the best outcome for you

Where this agreement is entered into by a parent or legal guardian on behalf of a child, the parent or guardian accepts responsibility for all clauses as if the agreement applied directly to said parent or guardian.

### **What You Need to Do**

- give us clear instructions to allow us to conduct the necessary work
- accurately tell us all facts relevant to your claim (we will rely on the information and facts you provide us)
- deal promptly with queries or requests for information
- make yourself available to attend meetings
- advise us of changes in your circumstances
- inform us of any change of address, email address or phone number as soon as possible
- sign and return any documents to us as soon as possible
- attend any medical or expert examination when asked to do so by us or the defenders
- accept our professional advice in relation to the outcome of your claim in all the relevant circumstances
- inform us of any conflict of interest that you are aware of

Not meeting these responsibilities may harm your claim and we may not be able to continue acting for you without your co-operation.

### **Our Fees**

We confirm we are acting for you on a no win no fee basis. This means:

- If your claim is unsuccessful and you follow your responsibilities:

- we will not charge you any amount, relating to fees, VAT, outlays or otherwise which we incur in carrying out work for you. These fees and outlays may include, for example, expert evidence fees, court fees and counsel's fees
- if your claim is successful:
  - our fee will be calculated as a percentage of the compensation we secure for you directly or indirectly as follows:

<b>Financial Benefit (award of compensation)</b>	<b>Fee</b>
<b>In respect of sums up to £100,000</b>	<b>20%</b>
<b>On any excess over £100,000 up to £500,000</b>	<b>10%</b>
<b>On any excess over £500,000</b>	<b>2.5%</b>

- we will also be entitled to the legal expenses awarded in the proceedings or which are agreed with the defenders
- if we lodge a formal offer on your behalf during the court process (called a pursuer's offer), the court can order the defenders to pay an additional sum if they delay in accepting the offer or the court awards a higher sum. Any sum awarded by the court are fees and fall to be paid to us in addition to the fees payable as set out above

**Withdrawing Instructions prior to the final resolution of your claim without our Agreement**

Subject to your rights under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 set out below, if you withdraw instructions prior to the final resolution of your claim (including instructing a different law firm to take over the claim on your behalf), whether your claim is litigated or not, or prior to us receiving payment of judicial or extra judicial fees, VAT and outlays from the defenders or their insurers on settlement, we may charge for all work done on your behalf up to that date and for all outlays incurred on your behalf in pursuing the claim, for example, expert evidence fees, court fees and counsel's fees. Our current charge rates are:

<b>Hourly Rate</b>	<b>£</b>
Partner	£350 + VAT
Solicitor	£200 + VAT

Paralegal/Trainee	£125 + VAT
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*\*These rates are reviewed each year and are available on request. These changes will be notified to you in writing as soon as reasonably practical after they take effect.*

## **Defenders' Fees and Costs**

If you are unsuccessful or the court awards expenses and costs against you for any reason, we will meet those costs and you will not need to make any contribution to them. That includes the situation where we recommend that you fight on against a formal offer ("a tender") and the court awards expenses against you because you do not beat that offer.

However, you will personally require to pay the court costs and expenses if the court decides you:

- acted fraudulently
- acted unreasonably
- abused the process in any way or
- you refuse to accept our advice to settle if a formal offer or tender is made

The defenders may make a formal offer (a tender) to settle your claim. If your claim continues against our advice and you do not secure an offer or an award of court that is greater than the formal offer:

- you will require to pay the defenders' legal costs and expenses from the date you rejected our advice
- your responsibility for these legal costs is capped by law at 75% of any award of damages that the court may make or may be agreed with the defenders and
- the legal costs for which you are responsible will be deducted directly from any award or sum agreed by way of settlement.

## **Client Funds Deposits**

Your funds will be deposited by us in the Royal Bank of Scotland. If you wish your funds to be deposited elsewhere, you need to give us specific instructions to that effect. We will hold your funds following accounting rules set out by the Law Society of Scotland.

## **Service Levels**

Our primary form of communication with you will be by email, unless you request otherwise. We will provide you with updates on how your claim is progressing at regular intervals. Should you, at any stage during your claim, have any questions, require help or would like an update please contact your case handler.

Where possible, your telephone calls will be answered by your case handler, however if they are unavailable, you can leave a message on their voicemail. Requests for returned calls will be dealt with as soon as possible. If a message is left, a written response may be given.

Your written correspondence will be given a substantive reply within 7 working days. If you have other support needs or require alternative means of communication, please let us know.

### **Timescales**

Due to the nature of the work, we are carrying out for you, it is not possible for us to give you an exact timescale or definitive date by which your claim will conclude. We always aim to deal with everything as quickly as possible. Please remember that quite often the speed at which your claim can progress is affected by the speed of response from other people and from you.

### **Money Laundering Regulations**

It is a criminal offence for us to not carry out client identity checks. Under the Money Laundering, Terrorist Financing and Transfer of Funds (Information on the Payer) Regulations 2017 we must ask you for certain information to verify your identity and address. As part of this process, we use an identity verification agency to make certain checks. Further information can be found on the attached information sheet from the Law Society of Scotland.

### **Personal Data**

All work undertaken by us on your behalf and all information you give to us will always be treated in the strictest confidence and will only be shown to third parties, as required to progress your claim for which we are instructed, or as required by law. Our Privacy Notice has information on how we collect and process personal data. Essential Information on data protection is attached and can also be found on our website at [Data Protection – Essential Information \(-scotland.co.uk\)](https://www.scotland.co.uk).

Unless you tell us, you do not want us to, we may send you information that we think may be of interest by phone, email, SMS, WhatsApp, or post. Your details will not be passed to third parties for marketing purposes. If you do not wish to receive such information and materials from us, please let us know.

### **Conflict of Interest**

If a conflict arises between clients while dealing with their affairs, the rules of our professional body prevent us from continuing to act for one or all of them. In these circumstances we may no longer be able to act for you.

We are not aware of any conflict of interest preventing us from acting on your behalf. If you are aware of any person who we have acted for in the past or for who we presently act who, in your opinion, may have a contrary interest to you then please let us know at once.

### **Medical and Rehabilitation Fees**

If we arrange an appointment for you as part of progressing your claim but you do not attend:

- you will personally need to meet the cost of any cancellation fee we receive

If we secure compensation for you:

- any unpaid cancellation fees may be taken from this compensation

If an offer is made to settle your claim, but the Insurer won't fully cover the cost of a medical report:

- we may reject the offer and keep pursuing your claim and
- we might raise court proceedings on your behalf

If you tell us to accept the offer regardless:

- we will take the difference between the medical report cost and what the Insurers pay from your final compensation after deduction of all other fees and deductions supported in this document.

### **Compensation and Benefits\***

If you are receiving more than £6,000 in compensation, or your savings plus your compensation payment will take your savings to more than £6,000 then it is likely claiming compensation will affect your benefits.

If you receive a lump sum compensation benefit, then you should inform the Compensation Recovery Unit, which is part of the Department for Work and Pensions (DWP) so they can accurately assess your benefits allowance.

The current savings threshold at which means-tested benefits stop is £16,000, but all savings above £6,000 will affect the amount of benefits you can receive. Benefits which may be affected include universal credit, housing benefit, and council tax support.

Your compensation payment will not be counted towards your savings threshold for 52 weeks from the date it is paid (even if the first payment is an interim payment), but the way in which you spend it will be examined for "reasonableness" of someone who is in receipt of your type of benefit. If you invest your payment, you need to declare any interest you earn to the DWP.

A Personal Injury Trust will give you the ability to pursue the maximum compensation to which you may be entitled without putting your means tested benefits at risk and prevent you from losing out if you need care provided by your local authority. A settlement payment that goes into your bank account is considered your money, but compensation paid into a trust are not examined by the DWP when assessing your finances.

A Personal Injury Trust manages your compensation separately from your personal finances. A solicitor draws up a Trust and at least three trustees are appointed – one of which can be you if your trust is straightforward. The Trustees have control over how your compensation is spent so choose people you can rely on to put your best interests at heart. You can set up a Bare Trust which gives you the ability to replace trustees as necessary.

If you are interested in a Personal Injury Trust, please speak to your case handler.

*\*This section will only apply to you if you are the injured or affected person.*

## **Right to Cancel**

Under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 you have the right to cancel your engagement with us within 14 days without giving any reason. In those circumstances you will not be liable to pay us any fees as set out above under the heading "Withdrawing Instructions prior to the final resolution of your claim without our agreement". The cancellation period will expire 14 days after the date of our first communication with you. To cancel, please complete and return the attached cancellation form

before the cancellation period has expired. If you cancel your instructions after the 14-day period, you will be liable to pay our fee for work carried out together with any outlays up until the point at which you cancel as set out above.

### **Termination of this Agreement**

You can end this agreement with us at any time. If you end the agreement prior to the final resolution of your claim, whether litigated or not or prior to us receiving payment of judicial or extra judicial fees, vat and outlays from the defenders or their insurers on settlement of your claim, we may charge for all work done on your behalf up to the date of termination at our standard hourly rates as set out above.

### **Closing/Archiving your File**

In the absence of instructions from you following requests and us making reasonable enquiries to contact you, your file will be closed. We may charge a fee for any work done to the point of closing your file at our standard hourly rates above.

We will keep your file for ten years after the date of completion of your claim. We need to keep such personal data to satisfy any enquiries or legal actions arising after the end of the claim and because we are obliged by rules set out by the Law Society of Scotland to keep personal data for that time. At the end of that period, we will dispose securely of all data held by us. We may require to keep files for longer periods if we have a legitimate reason to do so.

### **Complaints**

We hope you are completely satisfied with our service but in the event, you are not, please raise your concerns with your case handler. If that is not possible or you would prefer not to do so or if you feel your concern has not been adequately addressed, please contact , who will try to resolve matters to your satisfaction. Our Client Relations Manager is xxx who has overall responsibility for client relations.

If you are still dissatisfied with our service, you have the right to complain to the Scottish Legal Complaints Commission.

Website: [Scottish Legal Complaints Commission](http://www.scottishlegalcomplaints.org.uk)  
Email: [enquiries@scottishlegalcomplaints.org.uk](mailto:enquiries@scottishlegalcomplaints.org.uk)  
Phone: 0131 201 2130  
Post: 12-13 St Andrew Square  
Edinburgh EH2 2AF

Please note there are specific time limits as to when the Scottish Legal Complaints Commission can accept complaints. Please check their website for details on how these time-limits apply [Time limits \(scottishlegalcomplaints.org.uk\)](http://scottishlegalcomplaints.org.uk).

### **Alternate Dispute Resolution (ADR)**

We recognise that Alternative Dispute Resolution Regulations have implemented ADR/EDR Directive 2013/11/ EU to promote alternative dispute resolution as a means of redress for consumers in relation to unsatisfactory services. We have however chosen not to adopt an ADR process and if you have any concerns about the services you receive from this firm you should contact the firm's Client Relations Manager.

### **Other Funding Options**

There are other funding options which may be available to you.

State Legal Aid may be an alternative way of funding your claim. Even if you are financially eligible for Legal Aid, we will not be able to pursue your claim under the Legal Aid Scheme.

If you wish to explore whether you meet the financial and other criteria to receive help from legal aid, you should terminate this agreement following the process set out above and discuss your options with a law firm that is willing to pursue compensation claims with the benefit of legal aid.

There may be alternative options which may be available to you in funding your claim. You may already have cover under a legal expenses insurance policy or help from a Trade Union of which you are a member. If you think you have such legal cover, please discuss this with your case handler.

### **Acceptance of Business Terms and Variation**

If you continue to instruct us after receiving these Terms of Business, you will be deemed to have accepted the terms set out above. We are entitled to vary these Terms of Business at any time giving you prior notice in writing.

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## Cancellation Form

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I hereby give notice within 14 days of this agreement that I wish to cancel my engagement with ++++ Solicitors. I confirm that I will pay any fees or outlays incurred up to the point of cancellation as per the terms of the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013.

Name:

Address:

Signature:

***(If notified on paper)***

Date:

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## **DATA PROTECTION – ESSENTIAL INFORMATION**

Under the General Data Protection Regulation (GDPR) we need to tell you that Solicitors will collect and hold what is known under the GDPR as “personal data” relating to you. We will use or process that data because it is necessary for us to do so for the performance of the contract which you “the data subject” has entered into with us to pursue a claim on your behalf or it is necessary for us to process that information in order to take steps at your request before entering into such a contract. The processing may also be necessary for the purposes of our legitimate interest as “data controller” under the GDPR.

In all claims, we will collect, hold, and process personal data. For examples, follow the link to our website <https://www.scotland.co.uk/data-protection-essential-information> . In some cases, we will collect, hold, and process sensitive personal data. For more information on this follow the above link.

We may require to process the data and send it to various recipients, as required, to pursue a legal claim for you. If you wish more information, please check the statement on our website by following the above link.

It is very unlikely that any personal data we process will be transferred out with the EU except in circumstances set out on the statement on our website by following the above link.

**Data Retention** – We will keep the data for the length of time that we are acting for you in the legal contract in which we have been instructed by you and for a period of ten years beyond that date. That is because we need to keep such personal data to satisfy any enquiries or legal actions arising after the end of the claim and because we are obliged by rules set out by the Law Society of Scotland (who govern the conduct of solicitors) to keep personal data for that time. At the end of that period, we will dispose securely of all data held by us.

**Accuracy of Personal Data Held**. We obviously need the personal data held and processed by us to be as accurate as possible. If you consider that the information, we hold is not correct then please contact us at once and we will update your personal data in accordance with our policy, the details of which can be seen at the link above.

**If you consider there is a problem** with the way that we are processing your personal data, you have the right to complain to an official body called the information commissioner’s office (ICO). Their email address is [www.ico.org.uk](http://www.ico.org.uk).



**Please help Scottish law firms meet anti-money laundering rules**

- Money laundering is the term used to describe the process by which criminals disguise the original ownership and control of the proceeds of crime by making such proceeds appear to have come from a legitimate source.
- By law, all firms of solicitors in Scotland need to follow rules on anti-money laundering which includes 'know your customer' checks on all clients and (in some situations) any third parties providing funds for a particular transaction. You may hear your solicitor refer to this as 'due diligence'. The rules are set out in the Money Laundering Regulations 2017.
- An important part of the 'know your customer' checks involves recording your full name, date of birth and residential address and verifying this information according to strict industry standards and government-approved guidelines. Your solicitor will give you details of which documents they can accept to prove your identity and address. All clients must take part in these checks no matter how long your solicitor has done business with you or what the nature of their relationship with you may be. The aim of these requirements is not in any way to prevent you being able to access legal services and representation.
- For some transactions, such as buying a property, another important part of the process is for your solicitor to ask you to confirm where the money that you provide will be coming from, for example a UK bank account, an overseas transfer or money from a third party and how you have obtained that wealth, for example investment income, savings, sale of another property, or an inheritance.
- Your solicitor is a highly trained, well-regulated professional who must follow strict standards. These checks ensure they follow the anti-money laundering rules, are complying with the law and are doing their best to protect you as a client.
- Your solicitor will be happy to answer any questions you may have - for example which documents they may be able to accept as proof of identity.

**Thank you for helping to prevent financial crime**

