

**GENERAL TERMS AND CONDITIONS
FOR SUBSCRIBERS TO THE LEGAL POST (SCOTLAND) Ltd**

(the definitions and interpretation appear at the end of these Terms and Conditions)

1. COMMENCEMENT OF SERVICE

1.1 As soon as is reasonably practicable after the signing of an acceptance of this Agreement by the Subscriber, the Legal Post will provide the Subscriber with a Postbox Number and a Postbox in the Exchange Area most convenient for the Subscriber. The Legal Post will also supply the Subscriber with a key for the Subscriber's Postbox and, if needed for access, a key to the Exchange.

1.2 Within 30 days of the Commencement Date, the Subscriber shall display on its headed letter paper and other correspondence the initials "LP" (indicating its membership of the Legal Post), followed by its Postbox Number and the name of its Exchange Area (for example, 'LP1 Edinburgh 1').

2. ANNUAL SUBSCRIPTION

2.1 Unless otherwise agreed in writing:

2.1.1 the Subscription shall be an annual subscription, payable in four equal instalments quarterly in advance. Invoices for the quarterly instalments shall be rendered by the Legal Post at least 14 days prior to the beginning of the corresponding quarterly period;

2.1.2 the amount of the Subscription shall be determined by the Legal Post (in the case of Law Firms) by reference to the number of Partners, Associates, Fee Earners and Paralegals in such Law Firm and (in other cases) by reference to the actual or projected use of the Service by the Subscriber;

2.1.3 in the event that, during the course of a year covered by the Subscription, there is a change in the numbers of Partners, Associates, Fee Earners and Paralegals (where the Subscription has been determined on that basis) or a material change in the level of use of the Service (in all other cases) the Legal Post reserves the right to increase or decrease the amount of the Subscription accordingly and make any necessary adjustments to the subsequent quarterly instalments payable by the Subscriber. The Subscriber undertakes to notify the Legal Post in writing of any changes in the numbers of Partners, Associates, Fee Earners or Paralegals within 30 days of such occurrence;

2.1.4 all sums quoted by the Legal Post shall be deemed to be quoted excluding Value Added Tax.

2.2 In addition to any increases pursuant to sub-clause 2.1.3 above, the Legal Post reserves the right to increase the amount of the Subscription once in any calendar year, subject to giving the Subscriber 30 days' prior written notice. Save in exceptional circumstances, it is not anticipated that any increases will exceed the corresponding increase in the Retail Price Index over the period since the date the levels of the Subscriptions were last set.

2.3 If the Subscriber is dissatisfied with the level at which the Subscription has been set, the Subscriber may appeal to the Board of Directors, which may in its sole discretion amend the amount of the Subscription. Notification of such an appeal must be lodged with the Board of Directors within ten days of notification by the Legal Post of the level of Subscription to be paid by the Subscriber and should include an explanation of why the Subscriber considers the Subscription to be excessive. Pending the outcome of such appeal, the Subscriber shall pay the amount of the invoice rendered for any quarterly period then due. If any such appeal is successful, the sum in excess will be credited against the next quarterly invoice payable by the Subscriber.

2.4 In the event of late payment, the Legal Post reserves the right to suspend the Subscriber's use of the Service and shall be entitled to charge interest on any sums overdue from the due date until the date of actual payment in full, after as well as before judgment, at the rate of Four (4) per cent per annum above the base rate for the time being of the Bank of Scotland. Such interest shall accrue on a daily basis and be compounded quarterly.

3. TERMINATION

3.1 Any Subscriber may terminate its use of the Service by giving 30 days' notice in writing to the Legal Post. In the event of termination by the Subscriber in accordance with this clause, the Subscriber shall not receive any refund in respect of advance Subscriptions.

3.2 The Subscriber's use of the Service may be terminated by the Legal Post :

3.2.1 by giving 30 days' notice in writing and the Legal Post will not require to give any reason therefor provided that the Legal Post shall refund pro rata any Subscription paid by the Subscriber relating to the period after the Subscriber's use has terminated;

3.2.2 immediately (without any refund being due to the Subscriber) (i) if any sum has been overdue for 30 days or more, (ii) in the event of the Subscriber becoming insolvent or bankrupt or having a receiver or manager appointed over all or any part of its assets or generally becoming unable to pay its debts, or (iii) if the Subscriber dispatches or attempts to dispatch Restricted Items via the Legal Post;

3.2.3 (without any refund being due to the Subscriber) in the event that the Subscriber is in material or continuing breach of its obligations hereunder and fails to remedy the breach (if capable of remedy) for a period of 30 days after written notice.

3.3. In the event of termination, the Subscriber shall cease posting mail. The keys should be returned by posting into the box. Any future mail will be returned to sender.

4. POST DESPATCHED VIA THE LEGAL POST

4.1 Any post or package to be despatched by one Subscriber (“the Sender”) to another Subscriber (“the Intended Recipient”) via the Legal Post shall be clearly and properly addressed and shall bear the following information on the envelope or box containing such a post or package:

4.1.1 the Sender’s name, Postbox Number and relevant Exchange Area;

4.1.2 the Intended Recipient’s name, Postbox Number and relevant Exchange Area; making it clear who is the Sender and who is the Recipient.

4.2 Where the Sender is dispatching post via the Legal Post to an Intended Recipient in the same Exchange Area, it will be the Sender’s responsibility to ensure that such post is placed directly in the Intended Recipient’s box. If the Intended Recipient is based in another Exchange Area, the post must be placed in the box designated for the Other Areas.

4.3 Provided that post addressed to Intended Recipients in Other Areas is delivered to the appropriate box in the Sender’s Exchange by 17.00 hours on any working day or any later time as agreed by the Legal Post. The Legal Post will use all reasonable endeavours to ensure that the Intended Recipient will receive the post on the next working day.

4.4 Items sent via the Legal Post and included in standard fees are restricted by weight to 2 kg and under. Heavier items will be billed at a rate of 50% of the current Royal Mail Parcelforce Standard charge.

4.5 No Subscriber shall send any Restricted Item via the Legal Post without the Legal Post’s prior written consent and the Subscribers hereby authorise the Legal Post, its employees and sub-contractors to open any post suspected of containing any Restricted Items. If Restricted Items are found, the Legal Post shall be entitled in its sole discretion to have them returned to the Sender or destroyed, removed, disposed of or remitted to any competent authority or body.

4.6 The Subscriber shall indemnify the Legal Post for any liability, loss, damage, cost or expense incurred by the Legal Post as a result of or in connection with the Subscriber or its employees, agents or contractors sending Restricted Items via the Legal Post or otherwise arising out of a breach by the Subscriber of its obligations to the Legal Post under this Agreement.

5. COLLECTION OF POST

5.1 The Subscriber shall collect post from his Postbox at least one time every day and shall not be permitted to refuse to accept delivery of any post properly addressed to him and placed in his designated Postbox.

5.2 If the Subscriber receives post that is not addressed to him, he is bound to have that post returned unopened to the Legal Post for despatch as appropriate.

6. ACCESS TO THE EXCHANGE

6.1 The Legal Post reserves the right (but shall not be obliged) to ask any person entering the Exchange for proof that the person has been sent by a Subscriber to collect post. Any person without a key to a Postbox for that Exchange may be refused access.

6.2 Each Subscriber undertakes to adhere to any other rules governing access and use of the Exchange that the Legal Post may from time to time notify to the Subscriber and to procure that each of its employees or other persons designated to deliver or collect post to or from the Exchange is aware of and adheres to such rules.

6.3 The Subscriber undertakes to notify the Legal Post immediately in the event of the loss or theft of any keys, passwords, codes or other identification which enable access to an Exchange or to a Postbox. The Subscriber accepts all responsibility for the consequences of any such loss and shall indemnify the Legal Post for any liability, loss, damages and costs incurred by the Legal Post as a result thereof.

7. LIMITATIONS OF LIABILITY

7.1 The Legal Post’s liability to the Subscriber in respect of any loss of or damage to any item of post, however caused, including by any act, omission, negligence or breach of contract by the Legal Post, its employees, agents, representatives shall be capped in respect of any one item of post at £25 or the value of the item (whichever is lesser).

7.2 The maximum aggregate liability of the Legal Post in respect of any and all claims by a Subscriber under this Agreement shall be £20,000.

7.3 The Subscriber shall be responsible for taking out insurance over any valuable items or items worth in excess of the ceilings set out in sub-clause 7.1 which are sent via the Legal Post.

7.4 The Legal Post shall not be liable for indirect or consequential loss or damage to the Subscriber including loss of profit, business, goodwill or reputation.

7.5 Notwithstanding the foregoing, the liability of the Legal Post in respect of personal injury or death caused by its negligence is not limited.

8. QUALITY SERVICE AND COMPLAINTS

8.1 The Legal Post aims to provide a high quality service and it is the Legal Post's intention to speedily and effectively remedy any complaints by Subscribers. To this end, the Legal Post undertakes to use all reasonable endeavours to:

8.1.1 acknowledge in writing all written correspondence, the subject matter of which is the nature of a complaint, received from a Subscriber;

8.1.2 resolve the complaint by the end of the working day on which it is received. If the complaint cannot be resolved by the end of the working day, the Legal Post shall contact the relevant Subscriber by telephone or fax to inform them of the action they have taken on their complaint that day.

8.2 the Legal Post's operation and administrative directors shall review all complaints received on a regular basis.

8.3 In the event that the Legal Post and the Subscriber are unable to come to amicable resolution of the complaint, the subject matter of the complaint will be put to the Legal Post's management board for final resolution at which a representative of the Law Society will be present.

8.4 A pre-printed Customer feedback form for notifying complaints and/or comments will be included in Subscribers Starter Pack and is also available on request. These forms may be faxed to the Legal Post and will be acknowledged by return, mail or telephone call on the working day of receipt.

9. GENERAL

9.1 The Legal Post reserves the right to vary the terms of this Agreement upon giving 30 days prior written notice to the Subscriber.

9.2 Neither party hereto shall be liable for any breach of its obligations hereunder resulting from causes beyond its reasonable control including floods, adverse weather conditions, road accidents, blockages, fires, strikes, insurrection or riots, embargoes, breakdowns of transportation, inability to obtain fuel, supplies or raw materials and requirements or regulations of any civil or military authority (an "Event of Force Majeure"). Each of the parties hereto agree to give notice forthwith to the other upon becoming aware of any Event of Force Majeure, such notice to contain details of the circumstances giving rise to the event of force majeure. If a default due to any Event of Force Majeure shall continue for more than six weeks, then the party not in default shall be entitled to terminate this Agreement. Neither party shall have any liability to the other in respect of the termination of this Agreement as a result of an Event of Force Majeure.

9.3 A waiver by either party of a breach or default under any of the provisions of this Agreement by the other party shall not be construed as a waiver of any succeeding breach of the same or other provisions, nor shall any delay or omission on the part of either party to exercise or avail itself of any right, power or privilege that it has or may have hereunder operate as a waiver of any breach or default by the other party.

9.4 Nothing in this Agreement is intended to or shall operate to create a partnership or joint venture of any kind between the parties or to authorise either party to act as the agent for the other, and neither party shall have authority to act in the name or on behalf of or otherwise to bind the other in any way (including but not limited to the making of any representative or warranty, an assumption of any obligation or liability and the exercise of any right or power).

9.5 The Subscriber shall not be entitled to assign its rights in accordance with this Agreement or any of his rights and obligations hereunder without the prior written consent of the Legal Post.

9.6 Any communication or notice required to be given pursuant hereto shall be in writing and shall be delivered by hand or sent by fax or sent by first class registered post or recorded delivery or via the Legal Post and shall be addressed as follows:

9.6.1 if to the Subscriber - its registered office or principal place of business;

9.6.2 if to the Legal Post - its principal place of business at St Davids House, St Davids Drive, Dalgety Bay, KY11 9NB marked for the attention of the Managing Director;

or to such other address or marked for the attention of such other person as may be notified to the other party in accordance with these provisions and any such communication or notice shall be deemed to have been received and served if hand delivered or faxed, at the time of delivery or completion of transmission (if during a working day) or the next working day (otherwise); if sent by post (including the Legal Post), on the next working day.

9.7 This Agreement shall be governed by and construed in accordance with the laws of Scotland. Any dispute arising out of the interpretation, validity or performance of, or otherwise in connection with, this Agreement shall be submitted to the exclusive jurisdiction of the Scottish Courts.

10. DEFINITIONS AND INTERPRETATION

10.1 In this Agreement, the following words and expressions shall have the following meanings unless inconsistent with the context:-

"**this Agreement**" means these Terms and Conditions, together with any accompanying letter or correspondence and/or any application form and/or

schedule of costs prepared by the Legal Post, as varied or amended in accordance with its terms;

“**Associate**” means a senior employee qualified as a solicitor in Scotland whose name appears on the firm’s letterhead as an associate or is otherwise identifiable as an associate (including in the Directory of the Law Society of Scotland) and who holds a current practising certificate;

“**Board of Directors**” means the Board of Directors of The Legal Post

“**Business Correspondence**” means post and packages which are business related correspondence or documentation excluding private correspondence;

“**Commencement Date**” means the date a Postbox and a Postbox Number is allocated and made available for use to the Subscriber;

“**Exchange**” shall mean the place where post can be collected or deposited for onward transmission to other Subscribers to the Service;

“**Exchange Area**” means the area served by any given Exchange;

“**Fee earner**” means a solicitor (other than a Partner or Associate) qualified in Scotland who holds a current practising certificate excluding for the avoidance of doubt trainee solicitors;

“**hazardous substances**” means any substance or emission (whether in solid or liquid form or in the form of a gas or vapour or electro-magnetic radiation) or combination of substances or emissions, natural or artificial in any physical state capable of causing harm to the environment or any living thing or damaging public health or welfare, including but not limited to any controlled special hazardous toxic or dangerous waste;

“**Law Firms**” means sole practitioner or partnerships of solicitors in Scotland;

“**Legal Post**” means Legal Post (Scotland) Limited, a company incorporated in Scotland under the number 210146;

“**Other Areas**” means areas served by Exchanges other than one that is to be used by the Subscriber and in which he has a Postbox;

“**Paralegal**” means an individual employed by a Law Firm who is not qualified as a solicitor in Scotland but who is directly engaged on carrying out work on behalf of the Law Firm’s clients and renders fees in respect of that work and who is not employed in administrative, management or secretarial duties by the Law Firm;

“**Partners**” means a sole practitioner of a Law Firm or a partner of a Law Firm and qualified as a solicitor in Scotland who holds a current practising certificate;

“**post**” includes mail, letters, packages, parcels, documents or materials or other items;

“**Postbox**” means a box allocated to a Subscriber in any given Exchange, designated for receiving post from other Subscribers;

“**Postbox Number**” means the box number allocated to a Subscriber by the Legal Post;

“**Restricted Items**” means non-business post; liquids, hazardous substances, food or other biodegradable items; illegal, offensive or defamatory material, matter or substance; any material, matter or substance susceptible to heat or capable of causing damage to property including to another Subscriber’s post; antiques, jewellery, cash, precious stones or metal or other valuables;

“**the Service**” means services provided by the Legal Post to a Subscriber pursuant to this Agreement;

“**Solicitors**” means solicitors who currently hold a full practising certificate but do not work in private practice (excluding trainee solicitors);

“**Subscriber**” means any person, firm, body corporate, partnership association or organisation who or which subscribes to the Service;

“**Subscription**” means the annual fee payable by the Subscriber to the Legal Post in respect of the Services;

“**Terms and Conditions**” means these terms and conditions as varied or amended in accordance with their terms;

“**working day**” means any day between Monday and Friday between the hours of [0900 and 1700] excluding public holidays and statutory bank holidays.

10.2 Unless the context requires otherwise:

- (a) any period of time from a specified date or day shall be calculated inclusive of that date or day;
- (b) the words “include” or “including” or “in particular” are to be construed as meaning without limitation;
- (c) words in the singular include the plural and vice versa and words for any gender shall include all genders;
- (d) reference to persons shall be deemed to include references to natural persons, to firms, to partnerships, to companies, to corporations, to associations, to organisations, to trusts (in each case whether or not having separate legal personality).

10.3 The headings are inserted for convenience only and shall not affect the construction of this Agreement.