

\*Applicable from 8 March 2017\*

Updated: 22 May 2018

**FOR USE ONLY BY SOLICITORS AND SOLICITOR FIRMS, AND THE NON-SOLICITOR STAFF OF SOLICITORS/FIRMS**

Please read these Online Terms and Conditions carefully before using the Services via the Website.

## **1 INFORMATION ABOUT US**

- 1.1 The Scottish Legal Aid Board is a non-departmental public body established under the Legal Aid (Scotland) Act 1986 with headquarters and a principal place of business at Thistle House, 91 Haymarket Terrace, Edinburgh, EH12 5HE (“SLAB”, “us” or “we”). SLAB is responsible for the administration and provision of legal aid in Scotland.
- 1.2 In relation to regulation of SLAB and our complaints process we refer you to [http://www.slab.org.uk/getting\\_legal\\_help/complaints\\_p2,htm](http://www.slab.org.uk/getting_legal_help/complaints_p2.htm).

## **2 APPLICATION OF THE TERMS AND CONDITIONS**

- 2.1 The legal aid online services (as further described below) (the “Services”) are provided by SLAB via our website [www.laolslab.org.uk](http://www.laolslab.org.uk) (the “Website”) to solicitors (“Solicitors”) and solicitor firms or other practice units (including local agents) (“Firms”) that are entered on the Criminal Legal Assistance Register, the Civil Legal Assistance Register or the Children’s Legal Assistance Register established and maintained by SLAB. Use of the Services and Website is governed by the terms and conditions set out in this document (the “Terms and Conditions”). The Terms and Conditions apply to all users of the Services, whether that user is a Solicitor, a Firm or any employee or other person not external to the Firm acting on behalf of a Solicitor or a Firm (a “Non-Solicitor User”) and in these terms and conditions “you” means the user of the Services.
- 2.2 The Services may be used by a third party (referred to as “Third Party Representative”) who is not a Solicitor or a Firm but who is external to the Firm or practice unit, and authorised to act on the instructions of a Solicitor or Firm, such as a law accountant. Separate terms and conditions also apply to form a contract between Third Party Representatives and SLAB in respect of the use of the Services by Third Party Representatives.
- 2.3 Firms must accept these terms and conditions before any user connected with the Firm may access the Services. Such acceptance by the Firm may be effected on behalf of the Firm by any principal solicitor or another solicitor connected with the Firm if authorised by a named principal solicitor. Acceptance by the Firm will, inter alia, form a binding contract between the Firm and SLAB in respect of the

terms and conditions upon which Services are supplied via the Website, and separately, and additionally, as the context requires in terms of the other provisions of these terms and conditions in relation to other users, a contract between SLAB, the Firm and such Solicitors, Non-Solicitor Users within the Firm and Third Party Representatives as from time to time have accepted relevant online terms and conditions.

- 2.4 You must read and accept these Terms and Conditions prior to accessing the Services and by accepting the Terms and Conditions and using the Services, you agree to be bound by these Terms and Conditions. Your acceptance of these Terms and Conditions shall form a binding contract between you and SLAB in relation to the use of the services and, if you are a Non-Solicitor User, your acceptance of these Terms and Conditions shall also form a binding contract between the relevant Firm, and SLAB and the relevant Solicitor and SLAB, as outlined in Condition 2.5 and 2.6 below.
- 2.5 All Non-Solicitor Users shall be deemed to be acting as the agent of the Firm to which that Non-Solicitor User is linked during the on-line process of registration for use of the Services. In using the Services, all Non-Solicitor Users shall be deemed to be acting on behalf of the relevant Firm and, additionally, in relation to the activity in relation to the Services in the name of or on behalf of relevant Solicitor(s), as agent of said Solicitor(s,) and accordingly the Firm and, as the case may be, the relevant Solicitor(s) shall be responsible for the acts or omissions of such Non-Solicitor User, as if those were the acts or omissions of that Solicitor, those Solicitors (as appropriate) or Firm.
- 2.6 A Third Party Representative shall also be deemed to be acting as the agent of (i) the Firm instructing such Third Party Representative, and (ii) as the case may be in respect of activity in relation to the Services in the name of or on behalf of a relevant Solicitor associated with the Firm, as an agent of that Solicitor, and accordingly the relevant Firm and Solicitor shall be responsible for the acts or omissions of such Third Party Representative in following such instructions as if those were the acts or omissions of that Firm or Solicitor.
- 2.7 Please be aware that if you don't accept these Terms and Conditions, you will not be entitled to access and/or use the Services.

### **3 THE SERVICES**

- 3.1 The Services consist of providing Solicitors, Firms and those acting on their behalf with:
  - 3.1.1 online access to legal aid applications;
  - 3.1.2 submitting, processing and progressing legal aid applications online and all ancillary services thereto; and

3.1.3 the service of submitting legal aid accounts and receiving remittances online and all ancillary services thereto (the “Accounts”).

3.2 The Services are based around information that is submitted by Solicitors, Firms and those acting on their behalf either using the Services or by transferring data electronically from the relevant Firm’s own systems.

#### 4 REQUIREMENTS FOR SERVICE USE AND WARRANTIES

4.1 By using the Services, you warrant that:

4.1.1 you are (i) a solicitor who is either registered to provide Criminal, Civil or Children’s Legal Assistance and have a valid firm and practitioner code and account point or (ii) a person, such as an employee or other Non-Solicitor User authorised by a such a registered Solicitor or Solicitors to use the Services on his, her or their behalf;

4.1.2 you have and will maintain an email account and address specific to you (whether or not monitored or accessed by others from time to time) and which you personally regularly monitor.

4.1.3 you have all the necessary permissions, consents and legal authority to use the Services and access the information available by using the Services; and

4.1.4 you will use the Services in accordance with these Terms and Conditions, any code of practice issued by SLAB, applicable law and any other policy or guidance issued by SLAB from time to time.

4.2 You must keep your username and password for the Services confidential. You will be deemed to be responsible for all activity using the Services carried out under your username and password.

4.3 If you are a Solicitor or a Firm, you warrant,

4.3.1 that you have approved all submission of information or accounts via the Services and use of the Services by you or on your behalf by any Non-Solicitor Users or Third Party Representatives, and that you (i) have authorised and accept responsibility for all declarations made in relation to the lodging of accounts by you or on your behalf by any other person and (ii) accept full responsibility for the acts and omissions of any Non-Solicitor Users and Third Party Representatives in relation to applications or account submission;

- 4.3.2 you have accepted responsibility for establishing and maintaining the proper and effective discharge of all administrative functions and obligations arising under Condition 6 of these terms and conditions where carried out, or to be carried out, by any Non-Solicitor User, and for the acts and omissions of any such Non-Solicitor Users in relation to the said discharge of administrative functions and obligations;
- 4.3.3 that you have approved all submission of information or accounts via the Services and use of the Services on your behalf by any Third Party Representatives, and that you (i) have authorised and accept responsibility for all declarations made in relation to the lodging of accounts by you or on your behalf and (ii) accept full responsibility for the acts and omissions of any Third Party Representatives in relation to applications or account submission.

## 5 YOUR OBLIGATIONS

- 5.1 All applications for advice & assistance or legal aid and transfer applications submitted to SLAB via use of the Services, require a declaration form to be completed and signed by the client the application relates to (the “Client” or “Representative”) and the relevant Solicitor. If you are a Registered Solicitor you must ensure that:
  - 5.1.1 every such application has the correct hard copy declaration completed, signed and dated both by the Client and by the Solicitor, as appropriate to the application type; and
  - 5.1.2 Each completed, signed and dated declaration is retained by the relevant Firm (unless or until sent to SLAB in accordance with a request in terms of paragraph 5.1.3 hereof) for the duration of the period of three years following the date of conclusion of the case or matter to which the declaration related (hereafter the “retention period”), it being the original document which is retained until conclusion of the case, and for the remainder of the retention period, either in the form of the original document, or a hard or electronic copy
  - 5.1.3 You must be able to send the declaration to SLAB in the form held by you in accordance with the foregoing paragraph 5.1.2 if requested by them at their sole instance at any time during the retention period referred to in the said paragraph, and you will do so upon receipt of a written request from SLAB.
  - 5.1.4 In relation to any application SLAB may countermand the requirements to retain the declaration or provide the declaration to SLAB. Any such countermandment shall be in writing.

You understand and accept that it is a fundamental requirement that all applications for advice & assistance or legal aid or transfer requests require a completed, signed and dated declaration, and that if you cannot produce upon demand the declaration or if any declaration produced is incomplete in any material respect, and specifically without prejudice to the foregoing generality, if a declaration is either unsigned or undated by either applicant, solicitor or both, SLAB may (i) not pay any account submitted by you for payment of fees and outlays payable in terms of the Legal Aid (Scotland) Act 1986 or regulations thereunder or (ii) seek repayment of sums paid, and do so directly, or by deduction of the value of any such paid account from future payments made either to you or to the Firm to which you mandated payment.

- 5.2 You will ensure SLAB has all relevant and correct details in order to provide the Services.
- 5.3 You warrant and undertake to use best efforts to keep SLAB updated at all times in relation to all of your details, including without limitation, any change in your contact details if you move to another Firm. Any notices to you in terms of Condition 19.1 and 19.2 will be issued in accordance with the contact details held by SLAB from time to time and you accept that notices so issued are issued to an address to which notices to you may be sent.

## **6 FIRM ONLINE ADMINISTRATOR OBLIGATIONS**

- 6.1 Each Firm must have at least one nominated Online Firm Administrator (“OFA”) and a Firm may nominate additional OFAs (for example if a Firm has more than one branch) provided that the Firm endeavours to keep the number of OFAs to a minimum in order to minimise potential security issues.
- 6.2 SLAB will create the initial username and password for the OFA via the Services helpdesk and these will be sent to the OFA by email. SLAB will not create any usernames and passwords other than the OFA username and passwords and the creation of all further usernames and passwords for users of the Services associated with that Firm shall be the responsibility of the OFA.
- 6.3 Once the initial OFA password has been created by SLAB, the OFA will be required to change this on first logging in to the online Services. Prior to undertaking any substantive use of the Services, the initial OFA, and any subsequent or additional OFA, must access the Legal Aid Online learning pack and complete the firm administrator module.
- 6.4 The OFA may:
- 6.4.1 submit applications and Accounts online (if relevant, subject to Solicitor approval);

- 6.4.2 set up accounts for other users of the Services within the Firm and provide them with their log-in details;
  - 6.4.3 create any subsequent new users of the Services within the Firm and provide them with their log-in details;
  - 6.4.4 allocate and create access for Solicitors and provide them with their log-in details;
  - 6.4.5 grant Third Party Representatives with sufficient authority to access selected case information using the Services;
  - 6.4.6 reset passwords; and
  - 6.4.7 de-activate users of the Services that are associated with the Firm, if that user leaves the Firm.
- 6.5 In accordance with Condition 5.2, the OFA shall:
- 6.5.1 update and maintain any changes to the details of all Solicitor and Firm users such as names, roles, module access and email addresses; and
  - 6.5.2 provide SLAB with the email address for each Firm user required by paragraph 4.1.2 above in order that SLAB may contact the users with regular updates in relation to the Services or otherwise.

## **7 SUBMISSION OF ACCOUNTS BY SOLICITORS**

- 7.1 You may submit accounts for payment of legal aid (“Accounts”) online via the Website.
- 7.2 You may delegate the drafting of Accounts to a Third Party Representative, but you are responsible for the accuracy of Accounts submitted on your behalf.
- 7.3 You warrant that any Account or information in relation to any Account submitted by you or on your behalf online is true, accurate and correct, so as to permit SLAB to process and pay Accounts in accordance with the provisions relating to payment of fees and outlays of solicitors in terms of the Legal Aid (Scotland) Act 1986 or regulations thereunder, and you acknowledge that any inaccurate or incorrect information submitted whilst using the Services may result in criminal penalties for you and the Firm, and/or action by SLAB.
- 7.4 Payment of Accounts submitted online shall be made to the account point specified by the Solicitor for that Account and it is the responsibility of the user submitting the Account to ensure that the correct account point is specified.

- 7.5 You acknowledge and agree that under Condition 2.5, Solicitors and Firms will be responsible for the actions or omissions of Non-Solicitor Users in relation to the submission of Accounts online.
- 7.6 You acknowledge and agree that under Condition 2.6, Solicitors and Firms will be responsible for the actions or omissions of Third Party Representatives in relation to the submission of Accounts online.

## **8 USER UPDATES AND TRANSFERS**

- 8.1 Each Firm is responsible for administering the details of all users of the Services associated with that Firm, in accordance with these terms and conditions and the guidance issued by SLAB from time to time. Without prejudice to the foregoing generality, each Firm is responsible for the timely de-activation of any user no longer employed by or associated with the Firm and the de-activation of any Third Party Representative users authorised to access information relating to cases. If such de-activation is not carried out, that user will continue to be able to access the Services in respect of the Firm. SLAB hereby excludes to the fullest extent permitted by law, all liability arising from a Firm's failure to maintain an up to date profile of users.
- 8.2 If a Solicitor leaves the Firm and moves to a new firm, the exiting user may continue to access the Services in accordance with these Terms and Conditions, unless the Firm has de-activated that Solicitor from the Firm's profile.
- 8.3 SLAB reserves the right at its absolute discretion to remove any user from a Firm's profile in connection with the Services.

## **9 AVAILABILITY OF THE SERVICES**

- 9.1 Whilst SLAB endeavours to ensure that the Services are normally available 24 hours a day, SLAB shall not be liable if for any reason the Services are unavailable at any time or for any period. As such, SLAB does not guarantee that the Services will be uninterrupted, complete, error free, reliable or on time.
- 9.2 In accordance with Condition 21 below, SLAB will not be liable for the interruption or unavailability of the Services due to events outside or beyond our reasonable control and SLAB accepts no liability for any such event(s).
- 9.3 SLAB reserves all rights to make changes to the Services. Any new features or changes to the current Services shall be subject to these Terms and Conditions. SLAB may delete, add or change any or all of the features and Services provided at any time and, if unavoidable, without warning.

## 10 DISCLAIMER OF WARRANTIES

- 10.1 You agree that the use of and access to the Services is at your sole risk.
- 10.2 Other than to the extent that information, material or content originates from the exercise and fulfilment by SLAB of its statutory functions in circumstances where SLAB and its employees using ordinary competence could reasonably be expected to provide accurate material, we do not warrant the accuracy of the information, services, links, endorsements, subscriber information or any other material appearing or forming part of the Services.
- 10.3 You understand that any material downloaded or obtained through your use of the Services is at your own discretion and risk and that you are solely responsible for any consequential damage to your computer or its system and/or any resulting loss of information or data from such action.
- 10.4 The material provided via our Services is provided using the best endeavours of SLAB but is otherwise provided "as is", without any conditions, warranties or other terms of any kind. Accordingly, to the maximum extent permitted by law, we provide you with the Services on the basis that we exclude all representations, warranties, conditions and other terms (including, without limitation, the conditions implied by law of satisfactory quality, fitness for purpose and the use of reasonable care and skill) which, but for this legal notice, might have effect in relation to the Services.

## 11 TERMINATION OF USE

SLAB reserves the right to: (i) terminate your use of or access to the Services at any time if all or any part(s) of these Terms and Conditions are breached by you or by the Solicitor or Firm that you represent, or by a user for whom you have responsibility in accordance with these terms and conditions; or (ii) refuse you use of or access to the Services at SLAB's sole discretion.

## 12 INTELLECTUAL PROPERTY RIGHTS

- 12.1 We are the owner or the licensee of all intellectual property rights in the Services and the Website, in the material published on the Website, and the material provided in connection with the Services (the "Services IP"). The Services IP is protected by applicable intellectual property laws around the world and SLAB reserves all such rights in and to the Services IP. Save as expressly provided for in this Agreement, use of the Services IP by you shall not be deemed to constitute, by implication or otherwise, the grant of any licence, title or right (including intellectual property right) in such Services IP other than the limited right to use such Services IP for the purpose of using the Services in accordance with these Terms and Conditions.



- 12.2 You may print off copies of any page(s) and/or declarations in connection with the Services for the sole purpose of using and accessing the Services.
- 12.3 You must not modify the paper or digital copies of any materials you have printed off or downloaded in any way via the Services, and you must not use any illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text.
- 12.4 Our status (and that of any identified contributors) as the authors and owners of the Services IP provided via the Services must always be acknowledged.
- 12.5 You must not use any part of the Services IP for any purpose other than for using and accessing the Services provided by SLAB without obtaining a licence to do so from us or our licensors.

### **13 CONFIDENTIALITY OF INFORMATION, DATA PROTECTION AND FREEDOM OF INFORMATION**

- 13.1 For the purpose of this Condition, “personal data” and “data processor” shall have the same meaning as set out in the Data Protection Act 1998 (the “DPA”) or such other data protection legislation as may supersede the DPA. All references to the DPA are deemed to include references to equivalent or relevant provisions in any such superseding legislation.
- 13.2 The DPA requires SLAB and you to keep confidential all personal data about applicants, and only to use it for the purpose for which it was obtained.
- 13.3 SLAB is obliged to correct any incorrect data and therefore you must use your best endeavours to ensure that the personal data about an applicant you record or submit is accurate, appropriately secured and consistent between one application and another. Any changes to such personal data which cannot be amended by you must be duly notified to SLAB so that personal data may be amended.
- 13.4 You warrant and undertake that you and/or the Firm will comply with all DPA requirements in connection with the Services and that you and/or your Firm have, in particular, complied with the First Principle of the DPA in respect of the processing of personal data before disclosing any personal data to SLAB. You and/or the Firm will perform all necessary acts requested by SLAB to ensure that SLAB complies with the DPA.
- 13.5 Both SLAB and you and/or the Firm shall comply with any notification requirements under the DPA.
- 13.6 Notwithstanding the general obligation in Condition 13.4, to the extent, if any, that you and/or the Firm is acting as a data processor

on behalf of SLAB you and/or the Firm shall ensure that appropriate technical and organisational measures are taken to ensure the security of personal data (and to guard against unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage to, the personal data), as required under the DPA by:

- 13.6.1 providing SLAB with such information as SLAB may reasonably require to satisfy itself that such security standards have been met;
  - 13.6.2 promptly notifying SLAB of any breach of the security measures required to be put in place pursuant to Condition 13.6; and
  - 13.6.3 ensuring that you or procuring that your personnel do not knowingly or negligently do or omit to do anything which places you, the Firm or SLAB in breach of its obligations under the DPA.
- 13.7 The Freedom of Information (Scotland) Act 2002 (“FOISA”) and Environmental Information (Scotland) Regulations 2004 (“EIRs”) aim to increase openness and accountability in the government and the public sector. They give the public the right to get access to information held by Scottish public authorities, including SLAB, and enable them to see and question how such bodies work and how they make their decisions. This legal right of access includes all types of “recorded” information we hold, from any date. This may include computer documents, handwritten notes, plans, videos and tape recordings and photographs.
- 13.8 You hereby acknowledge and agree that:
- 13.8.1 SLAB is subject to the requirements of the Freedom of Information (Scotland) Act 2002 (“FOISA”) and Environmental Information (Scotland) Regulations 2004 (“EIRs”), and you shall assist and co-operate with SLAB to enable SLAB to comply with these information disclosure requirements; and
  - 13.8.2 all information submitted by you in connection with the Services may need to be disclosed and/or published under FOISA or EIRs.
- 13.9 Without prejudice to the foregoing generality, SLAB may disclose information in compliance with FOISA and the EIRs and SLAB shall be responsible at its absolute discretion whether or not any information is:
- 13.9.1 exempt from disclosure in accordance with the provisions of FOISA and the EIRs; and/or

13.9.2 is not to be disclosed in response to a freedom of information request or an environmental information request,

and SLAB's interpretation thereof shall be final and conclusive in any dispute, difference or question arising in respect of disclosure under FOISA, the EIRs, any other law, or, as a consequence of judicial order, or order by any court, tribunal or body with the authority to order disclosure (including but not limited to the Scottish Information Commissioner).

13.10 If SLAB receives a request under Section 1 of FOISA (or, if applicable, a request under the EIRs), in respect of any information provided to it in connection with the Services, SLAB may seek consent of a relevant third party to release some or all of the information in response to the said request and shall do so if SLAB is minded to disclose such items, whether in terms of the public interest or otherwise. If the third party fails to respond to such a request for consent within seven (7) days of the request being made, it shall be deemed not to have consented to the release of information as requested by SLAB. In all cases, SLAB may without the consent of the other party disclose any of the information if SLAB (acting reasonably) is satisfied that FOISA or the EIRs requires it to do so. In reaching this conclusion, SLAB shall take into account any representations made in connection with this by the other party but the decisions of SLAB as to the interpretation of FOISA and the EIRs shall be final and conclusive in any dispute, difference or question arising in respect thereof.

13.11 In no event shall you respond directly to a freedom of information or environmental information request received by SLAB unless expressly authorised to do so by SLAB.

13.12 The provisions of this Condition shall apply during the continuance of your use of the Services and indefinitely afterwards.

## **14 AUDIT**

14.1 During and following your use of the Services, SLAB may conduct an audit for the following purposes:

14.1.1 to verify that you have complied with your obligations under these Terms and Conditions;

14.1.2 to review the integrity, confidentiality and security of any data you hold relating to SLAB;

14.1.3 to review your compliance with the DPA, FOISA, the EIRs and any other legislation applicable to the Services;

14.1.4 to review any records created during the Services; and/or

14.1.5 to review any records of account kept by you or on your behalf in connection with the Services;

14.2 Subject to SLAB's obligations of confidentiality, you shall on demand provide SLAB and any relevant regulatory body (and/or their agents or representatives) with all reasonable co-operation and assistance in relation to each audit, including:

14.2.1 all information requested by the above persons within the permitted scope of the audit;

14.2.2 reasonable access to any premises controlled by you; and

14.2.3 access to your personnel.

## **15 EXTERNAL LINKS AND ENDORSEMENTS**

15.1 SLAB may provide links to other websites or resources from time to time whilst providing the Services or on the Website (the "Links"). We provide these Links solely as a convenience to you. Please note that:

15.1.1 the Links are not recommendations by SLAB and have not necessarily been visited and/or tested by SLAB. SLAB accepts no responsibility for the content of website(s) accessible from the Links; and

15.1.2 SLAB shall have no responsibility or liability for any damage, accident or loss experienced by you upon visiting such websites accessible from the Links. If you access any Link or visit any website accessible from such Links you acknowledge that you do so at your own risk.

## **16 INDEMNITY**

You agree to hold harmless SLAB, its employees, Board members and their agents and agree to defend and indemnify, and keep indemnified SLAB, its employees, Board members and their agents from and against any proceedings, costs, liabilities, losses, expenses claims, actions, suggestions, or demands whatsoever, including and without limitation, any legal and accounting fees arising from your use of the Services and/or the Website and whether arising due to the breach of contract, negligence, breach of statutory duty, wilful default or fraud of you or of your personnel or any of your representatives.

## **17 LIABILITY**

17.1 Subject to Condition 17.2, except insofar as SLAB's liability may not be excluded and/or limited by law and without prejudice to any other limitation of liability in these Terms and Conditions, SLAB, any other

party (whether or not involved in creating, producing, maintaining or delivering the Services), and any of the employees, SLAB members or agents of any of them, exclude all liability and responsibility for any amount or kind of loss or damage that may result to you, your firm and/or a third party (including without limitation, any direct, indirect, punitive or consequential loss or damages, or any loss of income, profits, goodwill, data, contracts, use of money, or loss or damages arising from or connected in any way to business interruption, and whether in delict (including without limitation, negligence), contract or otherwise) in connection with the Services in any way or in connection with the use, inability to use or the results of use of the Services, any websites linked to our Website or the material on such websites and the access to and use of the Services, including but not limited to loss or damage due to viruses that may infect your computer equipment, software, data or other property on account of your access to, use of, or browsing our Website and/or the Services or your downloading of any material provided via our Services or any websites linked to our Services.

17.2 Nothing in these terms and conditions shall exclude or limit your or SLAB's liability for:

17.2.1 death or personal injury caused by SLAB's or your negligence;  
or

17.2.2 any matter for which it would be illegal for you or SLAB to exclude, or attempt to exclude, liability.

17.3 SLAB is not responsible for indirect losses which occur subsequent to the main loss or damage (such as loss of income or revenue, loss of business, loss of profits or contracts, loss of anticipated savings, loss of data, waste of management or office time) however arising and whether caused by delict (including negligence), breach of contract or otherwise, even if foreseeable.

17.4 If your use of the Services IP provided via the Services results in the need for the servicing, repair or correction of your equipment, software or data, you shall assume all costs thereof.

## 18 INSURANCE

You shall, in accordance with The Law Society of Scotland guidelines, at your own cost, effect and maintain with a reputable insurance company, a policy or policies of insurance providing an adequate level of cover for professional indemnity insurance in relation to any one claim or series of claims.

## 19 NOTICES

19.1 Notices arising out of, or relating to, these terms and conditions may be given by email communication. Any email notices by you to SLAB

must be sent by standard email to [notices@slab.org.uk](mailto:notices@slab.org.uk). No other method of electronic communication should be used for notices by you in relation to these terms and conditions, and specifically you must not use legal aid online notifications. Any email notices by SLAB to you may be sent by email to the address you maintain in terms of Condition 4.1.2 hereof and an email sent to that address will be deemed properly served on the first business day following the date of transmission.

- 19.2 Notwithstanding Condition 19.1, you may elect to give any notice to be given by you to SLAB by post. Any such notice must be sent to SLAB at Thistle House, 91 Haymarket Terrace, Edinburgh EH12 5HE. SLAB may also elect to serve notice to you by post to such address as you have notified SLAB. Any such notice by post will be deemed received and properly served three days after the date of posting of any letter. In proving the service of any notice, it will be sufficient to prove that any letter was sent by recorded delivery or the equivalent.

## 20 TRANSFER OF RIGHTS AND OBLIGATIONS

- 20.1 These Terms and Conditions are binding on you and us and on our respective statutory successors and assigns.
- 20.2 You may not transfer, assign, charge or otherwise dispose of your rights or obligations arising under the Terms and Conditions, without our prior written consent.
- 20.3 SLAB may transfer, assign, charge, sub-contract or otherwise dispose of any of our rights or obligations arising under the Terms and Conditions, at any time.

## 21 EVENTS OUTSIDE OUR CONTROL

- 21.1 SLAB will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under these Terms and Conditions that is caused by events outside our reasonable control (“**Force Majeure Event**”) and it shall be temporarily excused performance of such obligations to the extent affected by the circumstances concerned so long as we give notice to the you of those circumstances promptly after they first affected performance and use all reasonable commercial endeavours to mitigate, remove and avoid their cause or effect.
- 21.2 A Force Majeure Event includes any act, event, non-happening, omission or accident beyond our reasonable control and includes in particular (without limitation) the following:

21.2.1 strikes, lock-outs or other industrial action;

- 21.2.2 civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war;
- 21.2.3 fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster;
- 21.2.4 impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport;
- 21.2.5 impossibility of the use of public or private telecommunications networks; and
- 21.2.6 the acts, decrees, legislation, regulations or restrictions of any government.

## **22 WAIVER**

- 22.1 If SLAB fails, at any time, to insist upon strict performance of any of your obligations under the these Terms and Conditions, or if SLAB fails to exercise any of the rights or remedies to which SLAB is entitled under the Terms and Conditions, this shall not constitute a waiver of such rights or remedies and shall not relieve you from compliance with such obligations.
- 22.2 A waiver by SLAB of any default shall not constitute a waiver of any subsequent default.
- 22.3 No waiver by SLAB of any of these Terms and Conditions shall be effective unless it is expressly stated to be a waiver and is communicated to you in writing in accordance with Condition 19.

## **23 SEVERABILITY**

If any of these Terms and Conditions is determined by any competent authority to be invalid, unlawful or unenforceable to any extent, such term, condition or provision will, to that extent be severed from the remaining terms, conditions and provisions which will continue to be valid to the fullest extent permitted by law.

## **24 ENTIRE AGREEMENT**

These Terms and Conditions and any document expressly referred to in them, represent the entire agreement between us and supersede any prior agreement, understanding or arrangement between us, whether oral or in writing.



**25 SLAB'S RIGHT TO VARY THESE TERMS AND CONDITIONS**

SLAB shall have the right to revise and amend these Terms and Conditions from time to time.

**26 LAW AND JURISDICTION**

These Terms and Conditions and the provision of the Services are governed by Scots law. Any dispute arising from, or related to, these Terms and Conditions shall be subject to the exclusive jurisdiction of the courts of Scotland.