



SPF Legal Advice and Assistance. Terms & Conditions

a) The Joint Central Committee shall have absolute discretion in determining whether or not I should be granted legal advice or legal assistance in terms of the Joint Central Committee Legal Advice and Assistance Guidance and in determining which legal adviser should be instructed.

b) The Joint Central Committee shall have absolute discretion in determining whether or not any legal advice or legal assistance in terms of the Joint Central Committee Legal Advice and Assistance Guidance should be subjected to any limitation, withdrawn temporarily, terminated, or continued only subject to any other condition not already specified in this Agreement.

c) I accept that, in the event of me recovering any lump sum, I shall be obliged to pay to the Joint Central Committee (unless the Joint Central Committee shall, in exercise of its own absolute discretion, determine otherwise) a sum equivalent to the legal fees (including VAT where charged) and associated costs incurred by the Joint Central Committee on my behalf. Associated Costs shall include all outlays and any other costs actually incurred in the course of the legal advice or legal assistance.

d) I hereby authorise and instruct the Federation Solicitors, or any other Solicitors acting on their instructions of the Federation to advise or assist me, to deduct from any such lump sum the full amount of any legal fees (including VAT where charged) and associated costs, including outlays incurred in the course of the advice or assistance, and to transfer the sum or sums deducted to the Joint Central Committee, this being in implement of the obligation undertaken by me in Clause 1 of this Agreement, and I declare that this mandate is irrevocable and binding on me, my successors, and my executors.

e) In the event of the aforementioned solicitors failing, for whatever reason, to make the deduction authorised and instructed in the preceding clause of this

Agreement, I bind myself to pay to the Joint Central Committee the full amount of any legal fees (including VAT where charged) and associated costs, including outlays incurred in the course of the advice and assistance, and I bind myself to do so within seven days of receipt of any demand or request for payment.

f) I accept that the amount charged by way of legal fees (including VAT where charged) and associated costs, including outlays incurred in the course of the advice and assistance, shall be a matter to be determined between the Joint Central Committee and the solicitors instructed by them, that I shall have no right to demand a separate accounting from the solicitors instructed, but that the Joint Central Committee shall demand an accounting at my request and shall then have absolute discretion in determining whether the amount charged by the solicitors is reasonable. I hereby bind myself to accept the determination of the Joint Central Committee in this matter.

g) I hereby authorise and instruct the solicitors acting in terms of the Joint Central Committee Legal Advice and Assistance Guidance to arrange that payment of any lump sum recovered in the course of or as a result of such advice and assistance shall be made to them on my behalf to enable deduction from same of any sum due to the Joint Central Committee. I declare that exhibition of this Agreement shall be sufficient mandate to any third party to pay to the solicitor instructed on my behalf any lump sum due to me.

h) I accept that the receipt of the Joint Central Committee for any sums delivered to them shall be sufficient discharge of any obligation the solicitors appointed by the Federation may have to account to me for said funds.

i) I recognise and accept that, in exercise of discretion in terms of Rule 15 of the Police Federation (Scotland) Rules, the Joint Central Committee of the Scottish Police Federation has determined that, for the purposes of ownership and retention of all papers, documents, and other materials, any solicitor or firm of solicitors instructed in terms of the said Legal Advice and Assistance Guidance shall treat the Joint Central Committee as the client. I accept that, with the exception of papers or other materials actually supplied by me and previously owned by me, the ownership of all papers, documents, and other materials shall be a matter to be determined between the said solicitor or solicitors and the Joint Central Committee, and I hereby renounce any interest I may have in the ownership and retention of such papers, documents and other materials. Specifically and without prejudice to the foregoing generality, I hereby accept that I shall have no right to instruct transfer of any such papers or materials (other than papers or materials actually supplied by me and previously owned by me) to any other solicitor or agent of any kind and that the question of whether papers

or materials should be transferred to any other person or firm shall be a matter for determination by the Joint Central Committee, which shall have absolute discretion in determining the issue.

j) I accept that the Joint Central Committee will be notified and shall be able to accept and/or reject any formal offer or tender of any sum offered to a member in settlement of any outstanding matter should they deem that it is in the interests of the Federation to do so.

k) I accept that, by virtue of the Joint Central Committee being the client of any solicitors appointed, the Federation shall have the right to receive reports and information even although, in circumstances in which I had instructed the solicitors directly, such material would otherwise be governed by rules of solicitor-client confidentiality.

l) I hereby confirm that delivery of this Agreement (or a copy of it) to any solicitor shall be sufficient authority for the solicitor to treat the Joint Central Committee as the client when acting in terms of the said Legal Advice and Assistance Guidance.

m) I recognise that, by providing legal assistance in terms of this application, the Joint Central Committee will incur expenses, which may not be recoverable from any third party. Should the Joint Central Committee incur such expense (whether by way of legal fees, disbursements, liability to any third party, liability for the legal expenses of another party or under any other head or of any nature and should that expense be incurred as a result of any dishonest or wilful act or omission or exaggeration on my part, then I shall be liable to reimburse such expenses to the Joint Central Committee. I accept that, in this respect, this agreement is a contract involving utmost good faith on my part. By signature of this agreement, I formally bind myself to reimburse the Joint Central Committee without the need for recourse by the Joint Central Committee to any Court.

n) By execution of this Agreement, I render it binding upon me, upon my successors, and upon my executors and I consent to Registration of it for Preservation and Execution.

We, the Joint Central Committee, hereby grant legal advice and/or legal assistance on the foregoing conditions, and we bind ourselves: -

a) Not to exercise the aforementioned right to require payment in terms of paragraph 1(c) unless any such lump sum shall exceed the sum of TEN THOUSAND POUNDS STERLING and, in addition,

b) To restrict any claim for payment in terms of paragraph 1(c) to a maximum of TEN PER CENT of any such lump sum.

