

17/22238

Books of Council and Session

Extract Registered 29 May 2017

DEED OF DECLARATION

NICHOLAS JAMES KERR TAYLOR



**Registers  
of Scotland**

**deed extract**

**Registers of Scotland**

Meadowbank House, 153 London Road, Edinburgh EH8 7AU

DX 550903 Edinburgh 9 LF 51 Edinburgh 5

T 0131 659 6111

# Registers of Scotland

17/22238

AT EDINBURGH the Twenty Ninth day of May Two thousand and seventeen the Deed hereinafter reproduced was presented for registration in the Books of the Lords of Council and Session for preservation and is registered in the said Books as follows:-

## DEED OF DECLARATION OF STANDARD TRAINING CONTRACT AND SCOTTISH STANDARD TRAINING CONDITIONS

I, NICHOLAS JAMES KERR TAYLOR, Solicitor of One hundred and seven West Regent Street, Glasgow, G2 2BA, convener of the Admissions Sub-Committee of the Law Society of Scotland (the "Admissions Sub-Committee") CONSIDERING THAT it is appropriate to produce standard conditions which are intended to be incorporated into contracts for the supervised employment of trainee solicitors regulated by the Law Society of Scotland and CONSIDERING that the Admissions Sub-Committee pursuant to powers delegated to it by the Council of the Law Society of Scotland has resolved to prescribe the standard training contract and the Scottish Standard Training Conditions aftermentioned and have authorised me to execute this declaration on behalf of the Admissions Sub-Committee HEREBY DECLARE (First) that the form of contract (the "standard training contract") contained in Part 1 of the Schedule (the "Schedule") annexed and signed as relative hereto is the form of standard training contract prescribed by the Council of the Law Society of Scotland pursuant to Regulation 7(3) of the Admission as Solicitor (Scotland) Regulations 2011 and (Second) that the conditions, clauses and others detailed in Part 2 of the Schedule are the standard conditions (the "Scottish Standard Training Conditions") which shall be applicable to and incorporated into every standard training contract AND THAT WITH EFFECT from First June Two thousand and Seventeen: IN WITNESS WHEREOF these presents together with the Schedule are executed by me at Glasgow on Eleventh May Two thousand and seventeen in the presence of Allison Leiper, Solicitor of One hundred and seven West Regent Street, Glasgow



# Registers of Scotland

2

Glasgow, 11th May 2017

This is the Schedule specified in the Deed of Declaration of Standard Training Contract and Scottish Standard Training Conditions by NICHOLAS JAMES KERR TAYLOR executed of even date herewith.

Part 1



## STANDARD TRAINING CONTRACT

In this contract the following terms have the meanings ascribed to them below

<b>Employer</b>	
<b>Trainee</b>	
<b>Start Date</b>	
<b>First Year Salary</b>	means the sum of £..... gross per annum
<b>Second Year Salary</b>	means the sum of £..... gross per annum
<b>Party responsible for TCPD costs</b>	Trainee/Employer*

WHEREAS:

- A the Employer is, in terms of the Admission as Solicitor (Scotland) Regulations 2011 ("the Regulations") a training solicitor and so entitled to take on the Trainee; and
- B the Trainee holds a PEAT 1 Qualification and has, pursuant to regulation 5 of the Regulations, obtained an Entrance Certificate;

NOW THEREFORE the Employer hereby undertakes to employ the Trainee and the Trainee agrees to accept such employment on and in terms of the Scottish Standard Training Conditions specified in Deed of Declaration of Scottish Standard Training Conditions by NICHOLAS JAMES KERR TAYLOR dated *[insert date]* and registered in the Books of Council and Session for preservation on *[insert date]* both 2017 and upon the following further terms and conditions, namely (one) the party set out in the particulars above will be responsible for payment of any fees

2

# Registers of Scotland

3

incurred in respect of undertaking the required TCPD (as defined in the Regulations); and The Employer and the Trainee each consent to the registration of this contract for preservation: IN WITNESS WHEREOF this contract consisting of this and the preceding page is executed as follows:

By the Employer:

\_\_\_\_\_  
signature of witness

\_\_\_\_\_  
signature of Partner/Member/Director/Sole Practitioner/Employing Solicitor\*

\_\_\_\_\_  
full name of above (print)

\_\_\_\_\_  
full name of above (print)

\_\_\_\_\_  
date of signing

\_\_\_\_\_  
Address of witness

\_\_\_\_\_  
place of signing

By the Trainee:

\_\_\_\_\_  
signature of witness

\_\_\_\_\_  
signature of Trainee

\_\_\_\_\_  
full name of witness (print)

\_\_\_\_\_  
date of signing

\_\_\_\_\_  
Address of witness

\_\_\_\_\_  
place of signing

\* Delete as applicable

3



# Registers of Scotland

4

## PART 2

### SCOTTISH STANDARD TRAINING CONDITIONS

#### INTERPRETATION

1. In these Conditions
  - 1.1 the following terms have the meanings given to them in the training contract or other document ("the Training Contract") incorporating reference to these Conditions:
    - 1.1.1 Employer;
    - 1.1.2 Trainee;
    - 1.1.3 Start Date;
    - 1.1.4 First Year Salary; and
    - 1.1.5 Second Year Salary
  - 1.2 the following terms shall have the meanings given to them in the Admission as Solicitor (Scotland) Regulations 2011 (the "Regulations") as the same may be varied, substituted, supplemented or amended from time to time:
    - 1.2.1 Certificate of Fitness;
    - 1.2.2 the Council;
    - 1.2.3 Entrance Certificate;
    - 1.2.4 PEAT 1 Qualification;
    - 1.2.5 PEAT 2 Outcomes;
    - 1.2.6 required TCPD;
    - 1.2.7 TCPD; and
    - 1.2.8 training solicitor.
  - 1.3 A reference to "Conditions" shall be to the conditions set out in this Part 2 of the Schedule to the foregoing declarations and a reference to "Condition" shall mean such of them as the context shall require or permit

#### DURATION

- 2 The Training Contract shall commence on the Start Date and shall:-

4

- 2.1 if training is to be undertaken on a full-time basis, last for a period of two years; or
- 2.2 if, with the prior written consent of the Council, the parties agree that training is to be undertaken on a part-time basis, last for such period as shall in the opinion of the Council equate to two years of full-time training.

## EMPLOYER'S DUTIES

- 3 The Employer undertakes:-
  - 3.1 to provide to the Trainee a reasonable training in the work of a solicitor within the scope of the Employer's practice, in such areas of work as may be agreed between the parties, so as to assist the Trainee in achieving the PEAT 2 Outcomes and in undertaking the required TCPD;
  - 3.2 to pay to the Trainee:
    - 3.2.1 the First Year Salary during the course of the first year of the Training Contract (or such period as is agreed, on a part-time basis, to equate to the first year of training under the Training Contract);
    - 3.2.2 the Second Year Salary during the course of the second year of the Training Contract (or such period as is agreed, on a part-time basis, to equate to the second year of training under the Training Contract);
  - 3.3 to allow the Trainee, at times to be agreed by the parties, to attend courses for the purposes of undertaking required TCPD;
  - 3.4 that payment at the relevant rate under Condition 3.2 will continue to be made to the Trainee if the Trainee is attending any such courses as are referred to in Condition 3.3 during office hours;
  - 3.5 to allow the Trainee the opportunity to complete the Trainee's PEAT 2 record of work which the Trainee has carried out in terms of the Training Contract and of required TCPD undertaken, and to meet at least quarterly with the Trainee to complete a quarterly trainee performance review;
  - 3.6 on the completion of one year (or such other period as may be appropriate if part-time training is undertaken) of service under the Training Contract provided that it has been carried out to the reasonable satisfaction of the Employer, but only if the Employer at that time wishes to allow the Trainee to apply for a Certificate of Fitness, to grant a declaration in such form as the Council may prescribe, certifying that the Trainee has during that year (or such other period) fulfilled the Trainee's obligations under the Training Contract, has undertaken a minimum of 20 hours of TCPD and is, in the opinion of the Employer, a fit and proper person to be admitted as a solicitor in Scotland; and
  - 3.7 on the completion of the period of service under the Training Contract, provided that it has been carried out to the reasonable satisfaction of the Employer, to grant a discharge of the Training Contract incorporating a declaration in such form as the Council may prescribe, certifying either:

# Registers of Scotland

6

- 3.7.1 (in circumstances where Condition 3.6 has applied) that the Trainee has fulfilled the Trainee's obligations under the Training Contract, has achieved the PEAT 2 Outcomes and continues, in the opinion of the Employer, to be a fit and proper person to be a solicitor in Scotland; or
- 3.7.2 (in circumstances where Condition 3.6 has not applied) that the Trainee has fulfilled the Trainee's obligations under the Training Contract, has achieved the PEAT 2 Outcomes and is, in the opinion of the Employer, a fit and proper person to be admitted as a solicitor in Scotland.

## TRAINEE'S DUTIES

- 4 The Trainee undertakes:-
- 4.1 to serve the Employer in the Employer's profession as solicitor honestly, faithfully and diligently;
- 4.2 to perform such tasks and to work in such departments of the Employer's business as the Employer may reasonably require;
- 4.3 both during the period of service under the Training Contract and after its completion or termination (notwithstanding the granting of any subsequent discharge) to treat as strictly confidential information which comes into the possession or knowledge of the Trainee in the course of the Trainee's employment concerning the business affairs of the Employer and of the Employer's clients;
- 4.4 not to engage in any other paid employment during office hours (save such as may have been agreed pursuant to clause 1.2 above) or otherwise be absent from the Employer's business without the prior written consent of the Employer and the Council; and
- 4.5 to work diligently towards the achievement of the PEAT 2 Outcomes and the required TCPD, and to complete the PEAT 2 record.

## DUTIES TO THE COUNCIL

- 5 The parties agree that:-
- 5.1 the Trainee will complete the Trainee's PEAT 2 record; and
- 5.2 the Employer and the Trainee will jointly complete and submit quarterly trainee performance reviews in accordance with the requirements of the Council.
- 6 The Employer shall notify the Council of any matter which comes to the attention of the Employer which the Employer reasonably considers would call into question whether the Trainee is a fit and proper person to be admitted as, or to continue to be, (as the case may be) a solicitor in Scotland.
- 7 If the Trainee reasonably considers that the Employer is not fulfilling the Employer's obligations under the Training Contract, the Trainee may so notify the Council, giving details.

6

- 8 The parties shall comply with the Regulations and, without prejudice to the rights of appeal contained in regulation 40 of the Regulations, shall comply with any decision, requirement or determination of the Council properly made under the Regulations.
- 9 The parties agree that if (One) any material dispute arises in terms of the Training Contract which they are unable to resolve to their mutual satisfaction and/or (Two) if either party is unable to comply with any provisions of the Training Contract or any alteration to the terms of the Training Contract is required by either party after the first to occur of (One) the Start Date and (Two) the last date of execution of the Training Contract, they shall inform the Council for any interest it may have.

**Notes:**

*As at 24<sup>th</sup> January 2017 the terms noted above had the following meanings in the Admission as Solicitor (Scotland) Regulations 2011:*

**Accreditation Procedure** means the procedure whereby the Council approves (i) the courses offered by Universities for the Foundation Programme and (ii) the courses offered by Universities, and other institutions, for PEAT 1;

**Accredited** means approved in terms of the Accreditation Procedure;

**Authorised** means approved in terms of the Authorisation Procedure;

**Authorisation Procedure** means the procedure whereby the Council approves a provider of TCPD;

**Certificate of Fitness** means a certificate issued by the Council that the person to whom the certificate applies has fulfilled the applicable conditions and requirements prescribed in the Regulations and in any enactment for admission as a solicitor in Scotland;

**Council** means the Council of the Society;

**Entrance Certificate** means a certificate issued by the Council to the effect that the person to whom the certificate applies has fulfilled the applicable conditions and requirements prescribed in the Regulations to entitle him to enter into a standard training contract or a non-PEAT 1 training contract;

**PEAT 1 Qualification** means the Diploma in Legal Practice or other PEAT 1 qualification awarded by a University or other institution, or jointly by any University or other institution and any other University or other institution, that is from time to time Accredited in respect of such Diploma or other PEAT 1 qualification;

**PEAT 2 Outcomes** means such outcomes as shall be prescribed by the Council from time to time under the core headings of professionalism, professional communication, professional ethics and standards and business, commercial and practice awareness;

# Registers of Scotland

8

**required TCPD** means, in relation to (i) a standard training contract, sixty hours over the term of that contract of which a minimum of forty hours shall be provided by an Authorised provider of TCPD, (ii) a standard training contract as specified in regulation 33, thirty hours over the term of that contract, of which a minimum of twenty hours shall be provided by an Authorised provider of TCPD, and (iii) a non-PEAT 1 training contract, such number of hours as shall be prescribed by the Council from time to time;

**TCPD** means continuing professional development training for trainees;

**training solicitor** means a solicitor who holds a practising certificate and who -is engaged as a principal in private practice; or is in employment as a solicitor, otherwise than in private practice, and a practice unit;

**Society** means the Law Society of Scotland;

**University** means:-

- (a) any university in the United Kingdom; or
- (b) any other university or institution of equivalent standing recognised by the Council for the purposes of these Regulations.



8/0