

19/51238

**Books of Council and Session**

**Extract Registered 28 Nov 2019**

DEED OF DECLARATION

LAW SOCIETY OF SCOTLAND

**Deed extract**

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LAW SOCIETY OF SCOTLAND

The Law Society of Scotland  
DX ED1 Edinburgh

# Registers of Scotland

19/51238

AT EDINBURGH the Twenty Eighth day of November Two thousand and nineteen 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, FIONA MHAIRI DROMGOOLE, Solicitor of 110 Queen Street, Glasgow, G1 3BX, 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 training contract and the Scottish Standard Training Conditions aftermentioned and have authorised me to execute ~~the~~ 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 training contract prescribed by the Council of the Law Society of Scotland pursuant to Regulation 5 (1) of the Admission as Solicitor (Scotland) Regulations 2019 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 1 November 2019: IN WITNESS WHEREOF these presents together with the Schedule are executed by me at Edinburgh on 20<sup>th</sup> November 2019 in the presence of Katherine Anne Wood, Secretary to the Admissions Sub-Committee of the Law Society of Scotland, of Atria one, 144 Morrison Street, Edinburgh, EH3 8EX.

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Edinburgh, 20 November 2019

This is the Schedule specified in the Deed of Declaration of Standard Training Contract and Scottish Standard Training Conditions by Fiona Mhairi Dromgoole executed of even date herewith

## STANDARD TRAINING CONTRACT

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

<b>Employer name and address:</b>	
<b>Trainee name and address:</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 required CPD costs (including any advocacy course):</b>	

### WHEREAS:

- A     the Employer is, in terms of the Admission as Solicitor (Scotland) Regulations 2019 ("the Regulations") a training unit and so entitled to take on the Trainee; and
- B     the Trainee (i) holds a PEAT 1 qualification, or is exempt from obtaining a PEAT 1 qualification pursuant to regulation 4 (c) of the Regulations; and (ii) has, pursuant to regulation 4 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 Fiona Mhairi Dromgoole dated 20 November and registered in the Books of Council and Session for preservation on [insert date] both days in 2019 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 incurred in respect of undertaking the required CPD (as defined in

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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 authorised signatory/witness

\_\_\_\_\_  
signature of Partner/Member/Director/Sole Practitioner/Employing Solicitor<sup>1</sup>

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

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

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

\_\_\_\_\_  
address of witness

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

By the Trainee

\_\_\_\_\_  
signature of authorised signatory/witness

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

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

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

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

\_\_\_\_\_  
address of witness

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

<sup>1</sup> *Delete as applicable*

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## PART 2

### SCOTTISH STANDARD TRAINING CONDITIONS

#### 1 INTERPRETATION

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 2019 (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 CPD;

1.2.7 training manager; and

1.2.8 training unit.

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

## 2 DURATION

The Training Contract shall commence on the Start Date and shall, subject to the provisions of regulation 6 (7) of the Regulations:

- 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.

## 3 EMPLOYER'S DUTIES

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 CPD;
- 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 CPD;
- 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 CPD undertaken, and to meet at least quarterly with the Trainee to complete a quarterly trainee performance review;
- 3.6 on the completion of at least three months (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 satisfaction of the Employer, acting reasonably, but only if the Employer at that time wishes to allow the Trainee to apply for a Certificate of Fitness, to procure that the training manager grants a declaration in such form as the Council may prescribe, certifying that the Trainee has during that such period of at least three months, or such other period as may be appropriate if part-time training is undertaken, fulfilled the Trainee's obligations under the Training Contract, [has

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undertaken the required CPD] and has, in the case of an application under regulation 15 (2) (a) or (c) of the Regulations, completed such training as is prescribed in Schedule 4 of the Regulations and is, in the opinion of the training manager, 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 satisfaction of the Employer, acting reasonably, to grant a discharge of the Training Contract incorporating a declaration in such form as the Council may prescribe, certifying either

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 training manager, 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 training manager, a fit and proper person to be admitted as a solicitor in Scotland.

## **4 TRAINEE'S DUTIES**

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 CPD, and to complete the PEAT 2 record.

## **5 DUTIES TO THE COUNCIL**

The parties agree that:



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- 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 training manager 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.
- 8 The parties shall comply with the Regulations and, without prejudice to any rights of appeal, 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.

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EXTRACTED by me having commission to that effect from the  
Keeper of the Registers of Scotland.

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