

Mitchells Robertson Ltd
Terms and Conditions of Business

1 Communication

1.1 Contact

Your business will be handled by the person(s) named in our letter of engagement. Some matters will require the involvement of more than one fee earner so you may deal with a number of different people within our firm.

1.2 Instructions

Instructions can be given by you verbally or in writing. We may ask you to confirm verbal instructions in writing. If you wish anyone else to give instructions or information or to receive information on your behalf, you must confirm that in writing. Unless otherwise agreed in writing, where we are instructed in any matter by more than one person (e.g. by a married couple) we shall accept instructions from one person and we shall assume that person has the authority of the other(s) to do so and each person is jointly and severally responsible for the instructions given to us and liable for payment of our fees and outlays. Where we are instructed to act on behalf of a limited company or limited liability partnership, instructions are accepted by us on the basis that all directors of that company or members of that limited liability partnership who have issued instructions to us shall be personally liable, on a joint and several basis, to meet any account issued by us to the company or limited liability partnership. In certain cases, we may ask all directors of a company or members of a limited liability partnership to sign a separate document accepting personal liability for our charges.

You should not assume that we have knowledge of any factual matters. If you provide instructions about matters of fact, we will rely upon those as being correct. We will not be liable for any consequences arising from inaccuracies in your instructions. We will act according to your instructions based on our professional advice. If there is any change in your instructions, you must notify us immediately. Where it is practicable to process parts of your instruction online, we will do so. In particular, it will sometimes be practicable to register a title or security using the automated registration of title process.

1.3 Conflict of Interest

If we consider that a conflict of interest arises at any stage, we may be obliged to stop acting for you. If you are aware or become aware of any potential conflict which may arise, you must notify us in writing. We will write to you at the earliest opportunity and advise you what steps you may take. If we are obliged to stop acting on your behalf, you will only be liable for charges incurred to the date of termination of the instruction.

1.4 Correspondence

We will always try to write to you or telephone you whenever there is anything to report. If you wish to discuss any matter, you should contact the person dealing with your case. Please note that charges will be incurred for time spent in meetings and telephone calls. Email communication is not wholly secure so if that causes you any difficulty, please let us know. You should check your email on a regular basis for any communication from us. Please ensure that you advise us immediately of any change in your contact details and if you will be out of contact for any period, e.g. during holiday periods. You will be kept informed of progress but if you have any questions or require an update, please contact the Partner or other persons named.

1.5 Timescales

Our aim is to provide an efficient service. Sometimes this is not possible as a result of delays or lack of cooperation on the part of third parties. Where possible, we will provide an estimate of timescales with you. Please remember that we will rely upon you to provide information or instructions and that your prompt reply will assist in the progress of your case.

2 Regulations

2.1 Incidental Financial Business

We are licensed by the Law Society of Scotland to carry on incidental financial business under the Society's Practice Rule C2: Incidental Financial Business.

2.2 Insurance Advice and Stockbroking

We are not authorised by the Financial Conduct Authority (FCA) under the Financial Services and Markets Act 2000. However, we can carry on insurance mediation activities, which are, broadly, advising on, selling and administering insurance contracts and may arrange the sale of shares, all where incidental to the work being undertaken. This part of our business, including arrangements for complaints or redress if something goes wrong, is regulated by the Law Society of Scotland.

We are obliged by law, along with all other solicitors, to comply with all civil and criminal legislation currently in force. This includes the Proceeds of Crime Act 2002 and the Money Laundering Regulations 2007. These require us to undertake identity checks on all clients and, notwithstanding any confidentiality issues (subject to "privileged" circumstances), to report to the authorities any transaction or activities we regard as "suspicious".

2.3 Proof of Identity

To comply with The Money Laundering, Terrorist Financing and Transfer of Funds (Information on the Payer) Regulations 2017, we need to verify the identity of our clients by checking official documents. For individuals, to verify your name, we need to see the originals of one of the following: Passport, Driving Licence, official ID Card, or Pension Book. As evidence of your address, we need to see one of the following: latest gas, electricity or telephone bill, Council Tax Demand, Mortgage Statement or Bank, Building Society or Credit Card statement.

If we are instructed by a commercial organisation, we require to verify the identity of the commercial organisation and the person(s) providing instructions. For a limited company, we can usually obtain the necessary documents from Companies House to confirm the existence and address of the company. For partnerships, we can accept a copy of the Partnership Agreement or evidence from a professional body of the existence of the firm. We will also require to verify the identity of any person(s) providing us with instructions in the same way as we do for individuals.

As part of our identity checks, we may make searches about you with Creditsafe Anti-Money Laundering Service or another credit reference or fraud prevention agency. This will include information from the Electoral Roll. This is not a credit check and will not affect your credit rating. The agencies will record the details of the search whether or not this transaction proceeds. Any documents provided to us will be recorded and copied for audit purposes as part of our Anti Money Laundering requirements. Delay in providing any of the required documents will also delay your transaction and we may require to withdraw from acting for you.

2.4 Proceeds of Crime Act

Under the Proceeds of Crime Act 2002, we must report any evidence or suspicion of money laundering or criminal activity to the National Criminal Intelligence Service (NCIS). We are not permitted to notify you that such a report has been made. If we are required by NCIS to stop acting for you, we are not permitted to provide reasons for ceasing to act.

2.5 Handling of Funds

You will require to provide a full explanation of the proposed transaction and surrounding circumstances including the source of funds you or a third party are supplying towards the cost of your transaction (other than payment of our fees). If you pay any funds by bank draft, you must also provide a letter from your bank or building society confirming the identity of the account holder from whose account the funds have come. If the account holder is not you, you must provide money laundering identification documentation in respect of the account holder. Delay in providing any of the required documents will also delay your transaction and we may require to withdraw from acting for you.

2.6 Insurance Business

If we conduct any general insurance business for you, we may obtain insurance quotations and other advice from insurance brokers of your choice, inform you of their advice and assist you with arranging and administering the insurance, including the handling of any claims. Specific insurance business which we undertake on your behalf will be confirmed to you in writing. We will not comment on the brokers' advice. The insurance business which we can conduct on your behalf is thus limited in scope. We do not have any holding, direct or indirect, representing more than 10% of the voting rights of, or the capital in, an insurance undertaking. No insurance undertaking or parent of an insurance undertaking has a holding, direct or indirect, representing any of the voting rights of or capital in our firm.

3 Privacy Policy

This privacy policy explains how we use any personal information we collect about you when you use our services.

Mitchells Robertson Ltd will be a "controller" of the personal information that you provide to us when you instruct us to act on your behalf unless otherwise stated in this privacy notice.

3.1 Is information we collect from you confidential?

Information supplied to us by you will be dealt with in confidence. It will only be disclosed where reasonable and necessary to carry out the work you have instructed or if we are legally required to do so.

3.2 What about data protection?

We fully abide by the data protection principles under the General Data Protection Regulation and any associated Act of Parliament. Your personal data held by us on any relevant filing system will not be disclosed to third parties without your consent and is available to you on request.

3.3 What information do we collect about you?

We collect information about you when you first contact us or engage our services. We also collect information when you provide any information we request or which you provide voluntarily. On our website, we collect usage information using cookies. We will hold some or all of the following personal information about you in our files, in our practice management

system and on our client database: name and address; date of birth; contact telephone number(s); email address(es); National Insurance Number; financial information we require in connection with your transaction. We may also obtain additional personal information to enable us to properly provide our services.

3.4 How will we use the information about you?

When you become a client of Mitchells Robertson, we will collect, store and use the personal information that you provide to us in your instructions and during the course of our solicitor / client relationship.

3.5 Why we need your personal information – contractual purposes

We need to collect our clients' personal information so that we can perform our services. We will use our clients' personal information to:

- Provide you with legal advice, for example by communicating with you by email, letter and/or telephone
- Represent you as your solicitors in connection with the matter you have instructed us about
- Respond to and communicate with you regarding your questions, comments, support needs or complaints, concerns or allegations in relation to complaints and disciplinary procedures.
- Manage any money processed on your behalf

We may ask you for additional personal information during the course of our solicitor / client relationship, which shall be collected, stored and used in accordance with this privacy notice.

If you do not provide us with all of the personal information that we need, this may affect our ability to provide you with legal advice and / or represent you as your solicitors.

3.6 Why we need your personal information – legitimate purposes

We also process our clients' personal information in pursuit of our legitimate interests to:

- Manage our relationship with you
- Promote our services by sending communications with information for upcoming events and to keep you informed of legal developments and developments within our company
- Invite our clients as guests to our events, including seminars and client hospitality events
- Email you about other products and services we think may be of interest to you
- We will not share your information for marketing purposes with any third party
- In providing our services, we may send your details to, and also use information from credit reference agencies and fraud prevention agencies

Where we process your personal information in pursuit of our legitimate purposes, you have the right to object to us using your personal information for the above purposes. If you wish to object to any of the above processing, please contact us on data@mitchells-roberton.co.uk. If we comply with your objection, this may affect our ability to undertake the tasks above for the benefit of you as a client.

3.7 Why we need your personal information – legal obligations

We are under a legal obligation to process certain personal information relating to our clients for the purposes of complying with our obligations under:

- Law Society of Scotland Practice Rules

- Money Laundering Regulations
- Proceeds of Crime Act 2002

3.8 Who we share your personal information with

We may be required to share personal information with statutory or regulatory authorities and organisations. Such organisations include the Law Society of Scotland or HMRC, for the purposes of compliance with statutory obligations.

We may also share personal data with our professional advisors for the purposes of taking advice.

Mitchells Robertson employs third party suppliers to provide services including legal searches, service of documents and our own professional advisers. These suppliers may process personal data on our behalf as “processors” and are subject to written contractual conditions to only process that personal data under our instructions and to protect it.

In the event that we do share personal data with external third parties, we will only share such personal data strictly required for the specific purposes and take reasonable steps to ensure that recipients shall only process the disclosed personal data in accordance with those purposes.

Your continued relationship with us will be evidence that you consent to our use of your personal information for these purposes.

3.9 Right to Erasure

If you do not wish to receive any information from us or if you want us to remove your details from our database then please confirm this in writing to our Data Controller or by emailing data@mitchells-roberton.co.uk at any time.

If at any time during the course of our relationship with you, you require to provide us with personal information about a third party you should only do so after any required consents to this disclosure have been obtained from that third party as that personal data may thereafter be used or stored by us. It is your responsibility to ensure that you comply with the relevant sections of the Data Protection Act 1998 and any other legislation applicable to the information in question.

3.10 Marketing

We would like to send you information about services of ours which may be of interest to you. If you have consented to receive marketing, you may opt out at a later date. You have a right at any time to stop us from contacting you for marketing purposes. If you no longer wish to be contacted for marketing purposes, please tell us by letter, telephone or email to data@mitchells-roberton.co.uk.

3.11 Access to your information and correction

You have the right to request a copy of the information that we hold about you. If you would like a copy of some or all of your personal information, please email data@mitchells-roberton.co.uk or write to Data Controller at Mitchells Robertson, George House, 36 North Hanover Street, Glasgow G1 2AD. We want to make sure that your personal information is accurate and up to date. You may ask us to correct or remove information you think is inaccurate. We will not usually charge you to access your personal information (or to exercise any of the other rights). We may charge a reasonable fee if your request for access is clearly

unfounded or excessive. Alternatively, we may refuse to comply with the request in such circumstances.

3.12 Cookies

When you use our website, text files known as cookies are placed on your computer to collect standard internet log information and visitor behaviour information. This information is used to track visitor use of the website and to compile statistical reports on website activity. For further information visit www.aboutcookies.org or www.allaboutcookies.org. You can set your browser not to accept cookies and the above websites tell you how to remove cookies from your browser but in a few cases some of our website features may not function as a result.

3.13 Other websites

Our website contains links to other websites. This privacy policy only applies to our website so when you link to other websites you should read their own privacy policies.

3.14 Changes to our privacy policy

We keep our privacy policy under regular review and we will place any updates on our website. You can request a paper copy to be sent to you at any time.

3.15 How to contact us

Please contact us if you have any questions about our privacy policy or information we hold about you: by email (data@mittchells-roberton.co.uk) or write to Data Controller at Mittchells Robertson, George House, 36 North Hanover Street, Glasgow G1 2AD.

3.16 Ownership of Files and Data

When a matter has been completed, we will return, upon request, any documents belonging to you. Our working papers including all correspondence received and sent and all other papers and documents will remain in our ownership.

3.17 Destruction of Files and Data

By instructing us to carry out work on your behalf, you consent to destruction of files and data without further reference to you after that work is completed and consent to us keeping files and data for such periods as we consider desirable to discharge our legal obligations, for our professional duties to you and our legitimate business interests.

3.18 If you make an enquiry but do not become a client

If you provide personal data during the course of an initial enquiry but decide, for whatever reason, not to instruct us to act for you, we will retain your data for up to 12 months. It is often helpful for us to retain this information for a period in case you change your mind and instruct us about that or another matter. If you do not become one of our clients and we have not contacted you within 12 months of your enquiry, we will delete your personal data from our system.

4 Fees, Charges and Funds

4.1 Fees

We may agree a fixed fee with you in advance of doing any particular work. Otherwise, our fees are charged on the basis of time spent on the work and other factors including the complexity or urgency of the matter or sums of money involved. Fees are chargeable for: perusing and considering documents, emails, faxes and letters; drafting and preparing documents, emails, faxes, letters; telephone calls; time engaged in meetings, courts or tribunals (including travelling

time); researching the law as it applies to your case; administration including scanning, photocopying and posting; and all other reasonable time and action incurred.

4.2 Value Added Tax

VAT at current rates will be added to all fees charged by this firm, as required by law.

4.3 Outlays

We may require payment in advance of outlays due to third parties, such as LBTT, ADS, court fees or expert reports. Delay in providing any advance payment will also delay your transaction and we may require to withdraw from acting for you. Otherwise, invoices in respect of outlays paid by us will normally require to be paid at the time the outlays are incurred. We will provide a statement of all outlays incurred.

4.4 Timing of Invoices

Invoices will be issued following completion of a transaction. In some cases, interim invoices will be issued from time to time. If you fail to make interim payments as requested, we reserve the right to stop any further work on your behalf.

4.5 Payment

Unless otherwise agreed in writing, all invoices are due and payable within 28 days of issue. We reserve the right to charge interest at the rate of 1% per month (APR 12.68%) compound, at monthly intervals on the balance outstanding from time to time.

4.6 Deduction of Charges from Funds on Account

Where we receive funds due to you, we shall be entitled to deduct from those funds all outstanding fees and outlays before sending the balance to you.

4.7 Payment of Sums Due to You and on Your Behalf

We will pay any sums due to you by cheque or bank transfer. If you prefer payment by bank transfer, we will require a written instruction to include your bank account details. If you wish us to send any funds to a third party on your behalf, for example to repay a loan from a family member, we will again require written instruction. If we incur any bank charges in making such transfers, we will deduct those charges from the funds held on your behalf. If you wish payment in another currency, we will require a written instruction from you. Foreign currency payments will be processed by our bankers and will be subject to deduction of their charges. We accept no responsibility for the exchange rate applied by our bankers, for any exchange rate fluctuations during the course of the transaction or for the time it takes for funds to reach your bank account. If you require payment in a foreign currency, we strongly recommend that you consult your own bank in the first instance.

4.8 Our Bank Details

Please note that we have no plan to change our bank details. Our client account details are:

The Royal Bank of Scotland plc, City Branch, 10 Gordon Street, Glasgow – “Mitchells Robertson Ltd Client Account”, Sort Code: 83-07-06, Account Number: 00655557.

You may be aware of an increase in cybercrime. For this reason, we will only ever ask you to make payment into this account. In the event that you receive any communication appearing to be from Mitchells Robertson advising that our bank details have changed, do not transfer any payment into the account or reply to the communication unless and until you have first

telephoned us on 0141 552 3422 and spoken to the partner in charge of your file or our Partnership Director, Mark McGorm, to confirm the correct account details.

Before sending any money to us, please phone the person in charge of your transaction to verify our account details and check that the points in 2.5 above have been addressed.

4.9 Payment Method

Our preferred method of payment is by bank transfer using the bank details referred to in 4.8 above. We can also accept payment by cheque or bankers draft. We may accept payment in cash but, for anti-money laundering reasons, we reserve the right to refuse to accept cash.

4.10 Retention of Documents

We reserve the right to retain any documents held on your behalf until our account has been settled in full.

4.11 Independent Assessment

You are entitled to require any fee rendered in respect of any matter to be submitted for an independent assessment by the Auditor of Court or other authorised scrutineer who will fix what they consider to be a fair and reasonable fee in all the circumstances. This can be higher or lower than the fee charged. If it is lower, we will pay the cost of having the fee fixed by the Auditor but if they fix a higher fee or approves the fee charged, you will be responsible for that fee as well as the Auditor's costs.

4.12 Holding Funds on Your Behalf

From time to time we hold cleared funds on behalf of clients and we confirm that unless you are notified in writing by us, the funds will be held either in The Royal Bank of Scotland plc or in Clydesdale Bank PLC. If you would like the funds to be held elsewhere then you must advise us accordingly. In the event of a banking failure, the Financial Services Compensation Scheme (FSCS) would compensate eligible claimants up to a limit of £85,000. The FSCS limit applies to individual clients of the bank so if you also hold other personal funds in the same bank as our client account, the overall compensation limit remains at £85,000. Some institutions have several brands trading under different names and if you deposit funds across those brands it is possible that only the first £85,000 will be protected. You should check with that institution, the FCA or a financial adviser for more information. Mitchells Robertson will not be liable for any loss arising where the funds deposited in any bank are greater than £85,000 in the event of the insolvency or failure of any bank.

In terms of the Law Society of Scotland Practice Rules 2011 ("The Rules") where appropriate, we are required to place client funds on deposit to earn interest. The rate of interest payable on these deposits will be a rate reasonably comparable to the rates available from time to time to an individual investor in the market but will not necessarily be the highest rates of interest available in the market. As we hold funds for a number of clients at any one time, the rate of interest we receive on the global fund held may be greater than the rate which would be payable to an individual investor. In that event, Mitchells Robertson will be entitled to retain for our own benefit any additional interest earned on such funds from time to time.

4.13 Commission Received

From time to time in the course of implementing your instructions in a matter we require to obtain searches and other reports on your behalf, or instruct third parties to provide services for us in your file. As we instruct these reports and this work on behalf of a number of clients, the third parties preparing them sometimes pay us a commission based on the volume of

business placed with them over a given period. In such an event we will retain for our own benefit any such commission paid to us.

4.14 Recoverable Costs

Where you instruct us to conduct litigation on your behalf (in court or in an employment or other tribunal), if you are successful in pursuing or defending the claim, it *may* be possible for you to recover some of our costs from the other side, although you would remain primarily liable for all fees and outlays. Recovery from the other side is very unlikely to cover the full extent of our fees, and in certain types of litigation (for example simple procedure actions, employment tribunal proceedings, or cases where the other party has Legal Aid) there may be no award, or a negligible award, of expenses made against the other side. If you are unsuccessful in pursuing or defending your case, you may incur liability to make payment of expenses to the successful party.

4.15 Legal Aid

Individuals may be eligible for Legal Advice and Assistance or Civil Legal Aid to help with the cost of legal advice, including pursuing or defending litigation. This firm does not, however, normally carry out work on a Legal Aid basis, and unless we agree to the contrary in writing, we will not consider, or advise you about, your eligibility for Legal Aid. All work carried out for you will be on a private fee-paying basis.

4.16 Legal Expenses Insurance

If you have cover for legal advice associated with your home, or other, insurance policy, you should make contact with your insurers urgently to inquire as to whether they will meet some or all of our fees. Insurers will generally not agree to meet fees retrospectively, and until such time as any arrangement with your insurers is agreed by us, you will remain personally liable for all costs incurred by us in advising you.

4.17 Abortive Work

If you give us instructions to act on your behalf in a matter and then, for whatever reason, the matter does not proceed to completion, you will still be liable to meet our charges in respect of work actually carried out on your behalf.

4.18 Small Credit Balances

Sometimes we find that we hold small credit balances on behalf of clients after completion of business conducted on their behalf and the address or contact details we have for the client are no longer current. In those circumstances, where the balance is over £50 the Rules require that we make reasonable endeavours to trace the client and we may charge a fee for this.

5 General

5.1 Copyright and Third Parties

All copyright in documents we produce is reserved to us. Advice given and documents prepared are for your use only and may not be copied, used, or relied upon by any third party without our express written consent.

5.2 Complaints

If you are unhappy about any aspect, please discuss your concerns either with the Partner responsible for your file or, please speak to any other Partner whose name appears on the notepaper. Morag Inglis, our Chairman, is our Law Society designated Client Relations Partner.

You have the right to make a complaint to the Scottish Legal Complaints Commission, 10-14 Waterloo Place, Edinburgh EH1 3EG, enquiries@scottishlegalcomplaints.org.uk. You can find out more details - and access a complaint form and information about the time limits for making a complaint - from the SLCC website www.scottishlegalcomplaints.org.uk or phone them at 0131 201 2130.

5.3 Alternative Dispute Resolution

We recognise that alternative dispute resolution ("ADR") regulations have implemented ADR/EDR directive 2013/11/EU to promote ADR as a means of redress for consumers in relation to unsatisfactory services. The regulations require the appointment of a competent authority that will be responsible for monitoring and evaluating ADR entities which are the organisations which will undertake dispute resolution work. These are currently no ADR entities appointed in Scotland for Scottish legal services. For that reason we have chosen not to adopt an ADR process. If you have any concern about this you should contact Morag Inglis.

5.4 Document Storage

We will normally store deeds and documents on your behalf if so requested. No charge is made for this service.

5.5 Investment Advice

If we conduct any investment business for you, we may obtain advice from your stockbrokers or other investment advisers, inform you of their advice and arrange investment transactions on your behalf. Specific investment business which we undertake on your behalf will be confirmed to you in writing. We may comment on advice given by your investment advisers, but we are not authorised to give you alternative investment advice. The investment business which we can conduct on your behalf is thus limited in scope.

5.6 Other Third Party Advice

We are acting as your legal representatives. We may, if so instructed, obtain advice from accountants, tax advisers and other third parties, as to the commercial viability and tax consequences of your transaction, inform you of that advice and comment thereon but, unless specifically agreed otherwise in relation to an instruction from you, the responsibility for obtaining such expert advice rests with you. If we instruct such third parties on your behalf, we will do so as your agent and we will not be responsible for any act or omission of those third parties.

We have close working relationships with a number of independent financial advisers (IFAs) whereby, in conjunction with them, we are able to offer financial services to all our clients. If you would like us to introduce you to an IFA, please just ask.

5.7 Professional Indemnity Insurance

The firm has Professional Indemnity Insurance under the Law Society of Scotland's Master Policy. The current minimum level of indemnity on the Master Policy is £2,000,000 per claim.

We are permitted by the Law Society of Scotland to limit our liability to clients provided that the limit on our liability is reasonable, that it is not below the minimum level of cover required by solicitors in terms of the Master Policy, and that we do not limit our liability for death or personal injury arising from our negligence.

Having regard to this, our liability to you shall be limited to £2,000,000 per individual claim or series of related transactions and claims. We consider that this is reasonable. Should you

consider this limit to be inappropriate having regard to the matter we are conducting for you, please let us know and we shall be happy to discuss the issue further. No variation of this term shall, however, be effective unless issued in writing by us.

The firm is also covered by the Scottish Solicitors' Guarantee Fund which is a fund established by Section 43 of the Solicitors (Scotland) Act 1980 for the purpose of making grants in order to compensate persons who, in the opinion of the Council of the Law Society of Scotland, suffer pecuniary loss by reason of dishonesty on the part of a Scottish solicitor in connection with the practice of the solicitor.

5.8 Whole Agreement

These Terms of Business together with our letter of engagement and any schedule of costs will form the whole agreement between us to carry out the work for which we have been instructed.

5.9 Applicable Law

These Terms of Business are governed by the Law of Scotland and are subject to the non-exclusive jurisdiction of the Scottish courts.