



## Aberdein Considine

### 1. Terms of Business

- 1.1 These terms of business (as updated from time to time) apply to all work carried out by Aberdein Considine LLP. Where we say **you** or **your** in these terms we refer to the client identified in the engagement letter and anyone authorised to give instructions on that client's behalf. Where we say **we, us or our**, we mean Aberdein Considine LLP.
- 1.2 **Our agreement with you.** These terms, together with our engagement letter (including any schedule, quotation, attachment or annex) and any marketing instruction sales form, form our agreement with you to provide legal services. These terms apply to each matter we work on with you. If there is a conflict between these terms and our engagement letter or marketing instruction sales form, these terms will prevail.
- 1.3 **Changes to these terms.** From time to time, it may be necessary for us to update these terms. We may also increase our hourly rates as explained in paragraph 6.2(b). If we do so, we'll notify you and you can contact us to terminate your instructions before the changes take effect.
- 1.4 **Acceptance of these terms.** Unless we hear from you to the contrary within 5 working days of the date of receipt of these terms, we shall assume that you are content with these terms and have accepted them in full. In any case, your continuing instructions to us will confirm your acceptance of these terms.

### 2. Aberdein Considine LLP

- 2.1 **Our legal status.** Aberdein Considine LLP is a limited liability partnership registered in Scotland with company number **SO306828**. Our registered office is at 1st Floor, Blenheim House, Fountainhall Road, Aberdeen, Scotland, AB15 4DT. A list of our members can be inspected at this address.
- 2.2 **How we are regulated.** We are a firm of solicitors regulated by the Law Society of Scotland and authorised and regulated by the Solicitors Regulation Authority (**SRA**) in England and Wales. Our SRA number is **8011453**. We are also authorised and regulated by the Financial Conduct Authority (Registration Number **1012485**).
- 2.3 **VAT details.** We are registered for VAT purposes. Our VAT registration number is **490 3564 80**.
- 2.4 **How we are insured.** As required by our professional rules, we maintain professional indemnity insurance. Our professional indemnity insurance is provided by the Law Society of Scotland Master Policy of Professional Indemnity Insurance policy. We have separate policy of top-up professional indemnity insurance in place. These policies cover both Scottish and English work which we carry out on your behalf. The SRA has granted a waiver of rule 2.1 of the SRA Indemnity Insurance Rules on the basis of the foregoing Professional Indemnity Insurance cover which we maintain in place. Further details in respect of our Professional Indemnity Insurance can be obtained from us on request.

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- 2.5 **Our association with Aberdein Considine Wealth Limited.** Aberdein Considine Wealth Limited (SC720631) (AC Wealth) is a separate legal entity and is authorised by the Financial Conduct Authority (FRN: 1012486). Any business which AC Wealth undertake on your behalf will be subject to a separate contract directly with them which will set out your rights and obligations and how you should complain if you are unhappy with the service provided. We and some of our members have a financial interest in AC Wealth and whilst we do not receive any direct commission or payment in respect of services provided by AC Wealth on your behalf, we and some of our members may stand to benefit indirectly from the profits of AC Wealth. Whilst we may recommend that you contact AC Wealth, we will only share your personal data with AC Wealth with your express consent in order that they may contact you directly.

### 3. Our Services and Advice

- 3.1 We provide regulated, legal services and are responsible for the legal advice that we provide you.
- 3.2 **Matters outside the scope of your instructions.** We only advise on matters within the scope of your instructions, as set out in our engagement letter. Unless your engagement letter clearly states otherwise, we will not advise you on the law of jurisdictions outside of Scotland (for Scottish matters) or England or Wales (for English or Welsh matters), or on accounting and commercial issues (including on the viability and prudence of the matter), even if a relevant issue arises during the course of our work together.
- 3.3 **Tax advice.** Unless your engagement letter clearly states otherwise, we will not advise you on the tax aspects of any matter, or your wider tax interests, even if a relevant issue arises during the course of our work together.
- 3.4 **Financial advice.** We will not advise you on the financial aspects of any matter, or your wider financial interests, even if a relevant issue arises during the course of our work together. We would always recommend that you seek separate specialist advice on these matters.
- 3.5 **Only you can rely on our advice.** Our advice is intended solely for you. We do not accept or assume responsibility to anyone other than the client(s) identified in our engagement letter.
- 3.6 **Our advice is confidential.** Our advice and the material we provide as part of our services are confidential and you may not, without our prior express consent in writing, disclose them to any person (other than to your employees, agents and professional advisers who require access and who do not disclose them further) or otherwise make them public, except as required by law.
- 3.7 **Our advice is matter specific.** Any advice or materials that we provide are matter specific and are not provided for any other purpose. We are not responsible if you apply the advice to other circumstances.
- 3.8 **Risk associated with our advice.** You agree that any decision as to whether a risk is acceptable to you is a matter solely for you. Where, either expressly or by implication, we make an assessment of the likely level of risk associated with different potential courses of action, we do so relying only upon the information then available to us and you agree to consider such an assessment as only one factor in the making of any practical or commercial decision by you.

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- 3.9 **Third party service providers.** Where we introduce you to a third party (such as advocates, expert witnesses, surveyors, enquiry agents, overseas lawyers, tax advisers, financial advisers (including AC Wealth) and accountants), any decision to engage such third party is yours alone and you should engage any third party directly. Where appropriate we may instruct these third parties as your agent, so that you contract with them directly. Whilst we will use our best judgement in recommending a third party to you, we are not responsible for any action, omission, error or deficiency of such third party, and you remain responsible for their fees.
- 3.10 **We are not responsible for delays outside our control.** If our services to you are delayed by an event outside our control, we will contact you as soon as possible to let you know and do what we can to reduce the delay.

## 4. What you agree to do

- 4.1 You agree to:
- (a) provide us with clear, timely and consistent instructions. You must also respond fully, frankly and quickly to our requests for information, and co-operate with us and those we instruct on your behalf. The information you give us must be full, accurate and complete, to the best of your knowledge and belief. We don't verify the information you give us, unless we have expressly agreed to do so;
  - (b) promptly notify us of any changes to information previously provided, including any changes to your contact details;
  - (c) take reasonable steps to properly secure your communications with us. This includes protecting the email and computer systems used for your matter. This is important to protect your rights and funds;
  - (d) respect our regulatory restrictions. If we tell you that we can't do something for you because doing it would breach our legal, professional or regulatory duties then you must respect this;
  - (e) pay money on account and our invoices in accordance with these terms; and
  - (f) be available to sign documents where necessary.
- 4.2 If you fail to do this, your work may be delayed or it could affect your position (for example, if you miss a deadline, you could lose your right to make a claim). We will not be responsible for anything that happens as a result of these delays, and we may have to stop working for you if we cannot get instructions from you.

## 5. Our communications with you

- 5.1 **Risks of email correspondence.** For convenience and speed, we will correspond with you by email and rely on communications coming from your email account. However, email is inherently insecure. We are not responsible for loss or damage caused by email use, provided we have taken reasonable security measures, including against viruses or similar harmful items.
- 5.2 **Who we can give advice to and whose instructions we can act on.** We may give advice and information to, and act on instructions from, any of the individuals to whom our engagement letter is addressed without the need to copy such advice to, or to confirm such instructions with, the other(s). You can let us know in writing that we are authorised to deal with someone else on your behalf in this way. For organisations, rather than individuals, you acknowledge that unless we are instructed otherwise, we shall be entitled to assume that those of your employees, directors, officers and representatives who give us instructions are authorised to do so, and that we may act on their written and oral instructions.

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- 5.3 **We can adjust to your communications needs.** We wish to support and promote equality and diversity. If it would assist you for our services to be delivered in a different way, please let us know and we will investigate how we can help. A copy of our Equality and Diversity Policy, which includes information on reasonable adjustments, is available on request.

## 6. Our Fees, Disbursements and Expenses

- 6.1 **How we calculate our fees is set out in our engagement letter.** Our fees for our services in your legal matter are calculated either on the basis of time spent, reference to unit charges or on a fixed, capped basis and may be staged, as set out in the matter engagement letter we have sent you.
- 6.2 **Fees on a time spent basis.** If our fees are calculated on a time spent basis:
- (a) **Six-minute units.** We calculate the time spent by us in six-minute units (an hour is broken down into ten units, each of six minutes) and charge it at the hourly rate for the person doing the work. Where a task (such as writing a short or standard letter or email or making a phone call) takes less than six minutes of a person's time, the time spent is rounded up to six minutes.
  - (b) **Increases in hourly rates.** We review our hourly rates periodically and we will notify you if there is any change to the rates being applied to your matters. We may also increase our rates if your instructions change, for example if the matter we are working on for you becomes more urgent. We will give you advance notice of any increases.
  - (c) **Estimates are not binding.** Any estimate of our charges (fees, disbursements and expenses) for dealing with your matter or reaching a certain stage in it are not binding. We may update estimates as a matter progresses, and you must pay all our charges even if they exceed any estimate.
- 6.3 **Fixed and capped fees.** If we have agreed a fixed or capped fee with you:
- (a) **Changes in assumptions.** If the assumptions on which the fixed or capped fee are based (as set out in our engagement letter) change or prove incorrect we may increase our fixed or capped fee, or switch to charging you on a time-spent basis. If we switch to charging on a time-spent basis, we will provide you with an estimate of our fees to complete the matter.
  - (b) **What we can charge if you terminate your instructions (or we stop acting for you).** If you terminate your instructions (other than because we are at fault) we can charge you the full fixed fee unless you are an individual who is not instructing us in connection with your business (a consumer) in which case we will charge you on a time spent basis for the work we have done prior to termination, if this is less. The same rules apply if we stop acting for you for a reason set out in paragraph 11.1.
- 6.4 **Payment on account.** We may at the outset or from time to time require a payment to be made on account of our charges (fees, disbursements and expenses). If so, we may cease to carry out any further work and/or refrain from incurring any disbursement on your behalf until such time as the payment on account has been received by us in cleared funds.
- 6.5 **Disbursements, expenses and VAT.** All hourly rates, estimates, fixed, capped or staged fees we quote to you are exclusive of the following, which you must pay in addition:
- (a) **Disbursements.** We may instruct third parties to provide services to you or we may pay official fees (such as stamp duty, land and buildings transaction tax and land registry fees) or carry out searches for you. You will be responsible for associated charges and costs (disbursements).

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- (b) **Expenses.** In addition to our fees, we charge you our expenses which may include the costs of travel, document production (scanning, photocopying, binding), payment transfers, support staff overtime, posts and other incidental expenses.
- (c) **Value Added Tax.** VAT on our fees and, where applicable, on disbursements and expenses, unless expressly stated otherwise. VAT is currently chargeable at 20%.

## 7. Our Invoices and Payment Terms

- 7.1 **When we invoice you.** We may invoice you regularly and on completion of your matter or at the intervals indicated in your engagement letter.
- 7.2 **We can invoice disbursements and expenses at any time.** We can invoice you for disbursements and expenses for any period at any time, even after we have invoiced our fees for that period.
- 7.3 **Payment is due within 14 days and we charge interest on late payments.** Our invoices are payable within 14 days of you receiving them. We charge interest on unpaid bills:
  - (a) if you are an individual who is not instructing us in connection with your business at a rate of 4% above the Royal Bank of Scotland's base rate; or
  - (b) for business customers, at the rate set under the Late Payment of Commercial Debts (Interest) Act 1998 (as amended, extended or re-enacted from time to time),Interest will begin to run before securing judgment.
- 7.4 **No set-off, withholding or deduction.** You must pay our invoices and any late payment charges in the pound sterling and without any deduction, set off or counterclaim.
- 7.5 **Multiple clients are jointly and severally liable for our bills.** If we are instructed by more than one person, then we can require any of those persons to pay our bills in full (joint and several liability).
- 7.6 **You are responsible for our charges, even if you have third party funding.** Even if someone else has agreed or been ordered to pay our charges (fees, disbursements and expenses), or you expect this to happen, you are still responsible for paying us. This includes where you are claiming back part or all of our charges from an opponent in litigation.
- 7.7 **Payment to or from third parties.** You must notify us in advance of any payment you wish us to receive from or make to a third party. We are not obliged to receive any payments from or make any payments to a third party and may without needing to give any reason decline to do so. If we choose to receive or make such a payment we will only do so if it can be done in accordance with our internal policies and in compliance with the law. We reserve the right to reject or return any payment from, or to decline to make payment to a third party and you may be charged for the payment processing.
- 7.8 **Suspension of our services.** If you do not pay any invoice within 14 days of receipt of our invoice, we may suspend the provision or all or part of our services (and instruct any third parties engaged by us to suspend the provision of their service) and may invoice you for all accrued charges.
- 7.9 **Rights over money, documents and assets.** Until payment in full of all sums due to us, we have a contractual right, unless there is a legal impediment to us so doing, to retain money, documents and / or any other assets which we hold for you and to apply the same in or towards the satisfaction of any sums owed to us.

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7.10 **Indemnity.** You agree to indemnify us in respect of all costs and expenses (including legal costs) which we incur in connection with enforcing our rights and / or your failure to comply with your obligations under our agreement with you.

7.11 **How to complain about our bills.** To complain about an invoice, please contact the Partner responsible for your matter in the first instance. If the matter is not resolved to your satisfaction, you can raise a complaint by following our complaints procedure (see paragraph 14). You can also ask the court to assess our bill of costs, subject to certain time limits and conditions.

## 8. Banking

8.1 **Where we hold your money and associated risks.** We hold money on your behalf in our Client account with the Royal Bank of Scotland. We are not liable for any losses you suffer because of any banking institution being unable to repay depositors in full. You may, however, be protected by the Financial Services Compensation Scheme (FSCS). For more information visit the FSCS website [www.fscs.org.uk](http://www.fscs.org.uk). You should also note:

- (a) The FSCS can pay compensation up to £120,000 if a banking institution is unable, or likely to be unable, to pay claims against it.
- (b) The limit is £120,000 per banking institution. If you hold other personal money in the same banking institution as our client account (Royal Bank of Scotland), the limit remains £120,000 in total.
- (c) If you wish the money we hold on your behalf to be deposited in a different bank or banks we will require your instructions in writing. Should you request this, we reserve the right to charge you for the administration costs of so doing. We shall have no liability to you or any third party in respect of any loss or cost incurred (including without limitation losses as a result of delays) if you request that the money held on your behalf is deposited with a bank outside the Royal Bank of Scotland.

8.2 **Our account details.** We will not send you information about changes to our bank account details by email or a link to our internet banking portal. If you receive an email purporting to be from someone at Aberdeen Considine LLP advising you of a change to bank account details it is not genuine. Do not reply to the email or act on any information it may contain. Instead please contact the person dealing with your matter and your IT administrator immediately.

8.3 **We do not accept cash.** Strict limits apply to how we operate our Client account (used to hold money on a client's behalf in connection with a legal transaction). We do not accept cash. We cannot offer a banking facility and there are limits on how funds can be paid into and out of our Client account.

8.4 **Deposits directly with our bank.** If you (or anyone on your behalf) try and deposit cash directly with our bank, we may charge you for any additional checks we deem necessary to prove source of funds.

8.5 **Payments to you.** Where we pay money to you, it will be paid by cheque or bank transfer. It will not be paid in cash or to a third party (unless expressly agreed with us in accordance with paragraph 7.7).

8.6 **Commission.** We are paid commission by certain third parties in respect of services we refer to them.

8.7 **Residual balances.** Following termination or expiry of our agreement with you, if any residual balance remains in our Client account, we will deal with such funds in accordance with the Solicitors (Scotland) Accounts Rules 2001 (for Scottish matters), or the SRA Accounts Rules (for English or Welsh matters), as applicable.

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## 9. Interest

- 9.1 **Interest on money we hold for you.** The Solicitors (Scotland) Accounts Rules 2001 requires us to deposit money held for or on account of a client in an interest bearing account if, having regard to the amount of such money and the length of time for which it (or any part of it) is likely to be held, it is reasonable that interest should be earned for the client. The SRA Accounts Rules 2019 require us to account to clients or third parties for a fair sum of interest on any client money we hold on their behalf.
- 9.2 **Payment of Interest.** We pay you interest on your money held in our Client account in accordance with our current Interest Policy (interest rates are available on request and may be positive, negative or zero).
- 9.3 **We do not pay interest in certain situations.** We will not normally account to you for interest in any of the following circumstances:
- (a) on money held for payment of a professional disbursement including without limitation, our fees, registration dues, Land and Buildings Transaction Tax, Stamp Duty etc;
  - (b) if we have agreed with you that no interest will be paid;
  - (c) on monies that we are instructed to hold outside a client account in a manner that does not attract interest;
  - (d) the amount of anticipated interest, calculated in accordance with this policy, is less than the minimum amount set out in our Interest Policy; or
  - (e) in accordance with any applicable law, rule or regulation, we are not to apply any interest to any monies we hold for you.
- 9.4 **Negative interest rates.** In the event that interest rates should become negative, we may pass on to you any charges or deposit costs charged to us by our bank in connection with the sums held for you in our Client account. We will provide you with notice of the amount of any charges or deposit costs.
- 9.5 For further information on when we pay interest contact the Partner responsible for your matter.

## 10. How we limit our liability to you

- 10.1 **Liabilities not excluded.** Nothing in these terms limits any liability for death or personal injury caused by negligence, fraud or any liability that cannot legally be limited. Where you are an individual who is not instructing us in connection with your business (a consumer) and the matter is contentious (it involves a dispute with a third party), we do not exclude our liability to you for our negligence.
- 10.2 **Exclusion of indirect and consequential loss (business customers only).** If you are a business, we will not be liable to you, whether in contract, delict (including negligence), for breach of statutory duty or otherwise, arising under or in connection with our agreement with you for any indirect or consequential loss.
- 10.3 **Losses.** For the purposes of these terms, Losses means all losses, liabilities, fines, damages, costs and expenses including legal fees on a solicitor/client basis and disbursements and costs of investigation, litigation, settlement, judgment, interest and penalties.
- 10.4 **Losses we are not liable for.** We will not be liable to you, whether in contract, delict (including negligence), for breach of statutory duty or otherwise, arising under or in connection with this agreement for any loss arising as a result of:

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- (a) our compliance with our legal and regulatory duties, such as delays or disclosures arising in the context of compliance with anti-money laundering or crime prevention legislation;
- (b) errors or defects in third party services instructed by us on your behalf or used by us in the provision of services to you;
- (c) information provided by you or on your behalf being incomplete, inaccurate, illegible, misleading, missing, late or deficient in any respect whatsoever;
- (d) circumstances beyond our reasonable control;
- (e) loss or damage caused by email use, provided we have taken reasonable security measures; or
- (f) failure of any bank.

**10.5 Limits on our liability where other advisers are also responsible.** If you instruct other advisers (either directly or through us) on any matter, we will not be responsible to you for the services, advice or information provided by, or the fees and expenses of, those other advisers. If we become liable to you for any Losses in relation to any services we provide and any other persons are also responsible for the Losses you suffer, subject always to paragraph 10.1, you agree that:

- (a) we shall only be liable to bear a fair share of your Losses having regard to the extent to which we, you and any other person, who is jointly and / or severally liable to you for any part of the same Losses, is in each case responsible;
- (b) the extent to which the Losses are attributable to other persons (whether or not the liability of such person is limited or excluded by law or agreement and whether or not such amounts can be collected) shall not be Losses for which we are liable; and
- (c) any liability we have to you for Losses shall be subject to any limitations or exclusions agreed between us and you but shall not be subject to limitations or exclusions agreed between you or any other person.

**10.6 Caps on our liability.** Subject always to paragraph 10.1, the aggregate liability of Aberdeen Considine LLP in any circumstances whatsoever, whether in contract, delict, for breach of statutory duty or otherwise and however caused (including from negligence or non-performance), for Losses arising from or in connection with the services provided shall in relation to each matter be limited to the amount specified in the engagement letter or, if no other amount is specified in the engagement letter, £2million (two million pounds sterling). On matters where we act for joint clients, the aggregate liability shall apply to the aggregate Losses of you and all such other joint clients.

**10.7 No claims against our staff.** Services are provided by our staff for and on behalf of Aberdeen Considine LLP. Our staff do not assume any personal responsibility to our clients in relation to work carried out under these terms and any personal liability of any member of staff is therefore excluded. Any claims must be brought against Aberdeen Considine LLP. You agree not to bring any claim (including in negligence) against any employee or member of our staff including principals (that is members) as individuals in their personal capacity in connection with any loss or damage suffered in connection with our services.

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## 11. How you and we can terminate our agreement

- 11.1 **You and we can terminate this agreement.** You may terminate your instructions to us at any time by telling us in writing. We can also stop acting for you, if we have reasonable grounds to do so, for example because you have broken our agreement by not giving us timely instructions or paying our invoices on time. We can also stop acting for you if the solicitor-client relationship of trust and confidence has broken down, if we discover a conflict of interest, if to proceed would otherwise be contrary to legal or regulatory duties, if the risk profile for your case has significantly changed or if you experience an insolvency event. We will write to you explaining our decision, giving you as much notice as possible.
- 11.2 **Payments on termination.** If you terminate your instructions or we stop acting for you, you must pay our charges (fees, disbursements and expenses) incurred up to the point of termination or otherwise in accordance with clause 6.3(b), as well as any charges we incur after termination, for example in transferring your file to another adviser or removing ourselves from the court record.
- 11.3 **We can retain your documents until you pay.** If you do not pay our invoices on time, we can retain documents, deeds and other items relating to any matter we are working on for you until you have done so (subject to such information that may be available to you under data protection laws). This is called exercising a lien over the items.

## 12. How you can use our advice and how we handle your documents

- 12.1 **Intellectual property rights.** We retain all intellectual property rights in the advice which we provide and the documents which we prepare, but permit you to make use of such work for the purposes of your particular matter only.
- 12.2 **Treatment of your documents on completion.** When your matter completes or we stop acting for you, unless you request the return of any documents you have supplied to us, we will retain them for as long as we deem necessary for legal and regulatory reasons and then destroy them. We will not destroy deeds, wills or other legal instruments where you have asked us to deposit such documents in safe custody. We reserve the right to charge you for retrieving the documents from storage and for passing them to other people or back to you.
- 12.3 **Transfer of files / documents to third parties.** Where you ask us to retrieve your file from storage or transfer documents to a third party for a matter on which we are not to be instructed, we may charge you for the time spent and/or costs incurred.

## 13. Cooling off period

Consumers may have a right to cancel. If you are an individual who is not instructing us in connection with your business, you may have a legal right to cancel our agreement with you and receive a refund of any sums you have paid us in advance. You are likely to have these rights if we take instructions from you outside of our offices or at a distance, for example online or over the telephone. Your right to cancel expires 14 days after our agreement is made and if you request us to start work during that period you will have to pay us for any work we do up until you cancel. Work which we start at your request during the cancellation period cannot be cancelled once completed, even if the cancellation period is still running.

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## 14. Complaints and other concerns

**14.1 Our complaints process.** We hope that you are happy with the service we provide. If at any stage you have concerns or wish to make a complaint, inform the person handling your matter straight away about the nature of your concern. If you do not feel comfortable speaking with the individual handling your matter, then you can contact our complaints partner directly (see our website for details). If the person handling your matter cannot promptly resolve your concerns, then it will be dealt with as a formal complaint under our complaints policy (see our website for a copy of this policy) – a copy can also be sent to you by email or post on request. This process involves an investigation of the concerns by a senior member of our staff. We will acknowledge your complaint within 3 working days. Following a full investigation, you will normally receive a detailed response within 28 working days. If you are not satisfied with our proposed resolution or outcome, you may request a review, and we will endeavour to provide a further response within 10 working days.

### 14.2 Complaints about Scottish legal work:

- (a) **Complaining to the Scottish Legal Complaints Commission (SLCC).** You may be entitled to have your complaint dealt with by the Scottish Legal Complaints Commission, Capital Building, 12-13 St Andrew Square, Edinburgh, EH2 2AF or email [enquiries@scottishlegalcomplaints.org.uk](mailto:enquiries@scottishlegalcomplaints.org.uk) or telephone +44 (0)131 201 2130. The SLCC would generally expect clients to follow a firm's internal complaints procedure first. There are time limits within which you need to bring a complaint which in general depend on when we provided the service about which you wish to complain. You can check the applicable time limit by contacting the SLCC or visiting the website [www.scottishlegalcomplaints.org](http://www.scottishlegalcomplaints.org).
- (b) **Reporting professional misconduct to the SLCC.** The SLCC deals with concerns about the level of service which a client has received. Clients can report suspected professional misconduct to the SLCC. Examples of professional misconduct include dishonesty, taking or losing your money or treating you unfairly because of your age, a disability or other characteristic. The SLCC will pass any complaints about behaviour to the Law Society of Scotland which regulates the conduct of solicitors.
- (c) **Third party complaints.** In the event that a third party makes a complaint against us arising out of or in connection with this instruction, we are under a regulatory obligation to correspond with that third party to the extent necessary to deal with their complaint. The correspondence will not include any confidential information unless you consent to us disclosing such information and/or a statutory notice under the Legal Profession and Legal Aid (Scotland) Act 2007 is served by either the SLCC or the Law Society of Scotland seeking confidential material.

### 14.3 Complaints about English or Welsh legal work:

- (a) **Complaining to the Legal Ombudsman (Ombudsman).** You may be entitled to have your complaint dealt with by the Ombudsman. The Ombudsman would generally expect clients to follow a firm's internal complaints procedure first. The Ombudsman may exercise discretion to consider complaints out of time in certain circumstances. However, complaints to the Ombudsman should normally be made within six months of receiving our final response to your complaint and no more than one year from the date when the problem arose or, if you were not initially aware of the problem, within one year of the date when you should reasonably have known that there was cause for complaint. You can find further information about the Ombudsman on their website [www.legalombudsman.org.uk](http://www.legalombudsman.org.uk). You can write to the Ombudsman at Legal Ombudsman, PO Box 6167, Slough, SL1 0EH, or by email on [enquiries@legalombudsman.org.uk](mailto:enquiries@legalombudsman.org.uk), or call on 0300 555 0333.

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(b) **Reporting professional misconduct to the SRA.** The Legal Ombudsman deals with concerns about the level of service which a client has received. Clients can report suspected professional misconduct to the SRA. Examples of professional misconduct include dishonesty, taking or losing your money or treating you unfairly because of your age, a disability or other characteristic. You can find out how to do this at [www.sra.org.uk/consumers/problems](http://www.sra.org.uk/consumers/problems).

14.4 If the member of staff is qualified to provide work under both Scottish law and the laws of England and Wales, the SLCC and the Ombudsman will decide which regulator should investigate the complaint. This will depend on the nature of your complaint.

## 15. Confidentiality

15.1 **Duty of Confidentiality.** We will keep your affairs confidential from our other clients and anyone externally unless you specifically ask us to disclose the information to them, or we need to do so in order to deal with your matter.

15.2 **When we may use and disclose your confidential information.** We will keep confidential information we obtain through our services confidential, but we reserve the right to use and disclose it to:

- (a) deliver those services, which may include storing confidential information on our computers, in our email and in the cloud;
- (b) our insurers and brokers;
- (c) our legal advisers;
- (d) other legal advisers involved in your matter, for example we may have to disclose copies of your identification documents to a solicitor / estate agent acting on behalf of a seller in a property transaction;
- (e) any professional advisers that we instruct on your behalf to advise you such as surveyors, experts, accountants, tax advisers and advocates;
- (f) third parties that provide administration support to us such as IT services, telephone and call recording services, photocopying, accounts auditing, archiving and so on;
- (g) comply with the law, including by performing conflicts of interest checks for new cases against a list of current and former clients, reporting suspicious activity to the National Crime Agency if we suspect money laundering and responding to freedom of information requests; and
- (h) comply with requests by regulators and other competent authorities, such as audits by the Law Society of Scotland, the SLCC and the International Organisation for Standardisation.

15.3 **External Audits.** We are subject to audits by external auditors. They are required to maintain confidentiality in relation to your matters.

15.4 **Publicity.** We may tell other clients or prospective clients about the services we provide. If we wish to rely on any work that we have undertaken for you to promote our services, we will ask your permission save where details of your matter subsequently enter the public domain in which circumstance you agree that we may publicise our involvement as well as any related information which has entered the public domain.

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## 16. Data protection

- 16.1 Our privacy policy. For information about how we deal with your personal information, see our privacy policy as published on our website. A copy can also be sent to you by email or post on request.
- 16.2 In some cases, we may hold more sensitive information about an individual such as about health. This may be necessary to pursue your legal matter. We are permitted to use such information to provide legal advice to you or in connection with equality legislation.
- 16.3 You can withdraw consent to your information being used in a particular way, but this may limit what more we can do for you (if anything).
- 16.4 As a client we may in the future send you information about legal developments that might be of interest to you and/or information about our services. We find that most clients find this helpful. We rely on the legitimate interest we have in maintaining contact with former clients to do this in compliance with data protection law and your agreement for the purposes of the Privacy and Electronic Communications Regulations 2003 (which can be implied under these regulations). However, we will never share your information with third parties to market to you and will not contact you about non-legal services. We will make it quick and easy for you to opt out of future communications in every communication we send. If you already know that you do not want to receive these messages you can opt out now by contacting us.

## 17. Anti-money laundering and financial crime procedures

- 17.1 **Our obligations.** We must comply with different legal and regulatory requirements aimed at preventing crime. To enable us to comply with anti-money laundering and counter-terrorist financing laws, we must carry out customer due diligence checks, which may include obtaining information about:
- (a) your identity;
  - (b) others who are connected to you, your business or the work we are doing for you;
  - (c) the source of any funds or the source of your wealth; and
  - (d) where you are a business client, such as a trust, limited company, foundation, charity or other legal entity, we may also need to verify the identity of all beneficial owners and obtain copies of any ancillary documents in connection with your business.
- 17.2 **How we verify your identity and check your credit rating.** You agree to co-operate with us in order to verify your identity, your business structure, organisation history and sources of income, wealth and funds, and other matters relevant to discharging our legal and professional duties in this respect. This may include attending our offices with identification and other documentation for verification, but could also involve disclosure of more personal information such as bank statements and evidence of income. In most instances, we will use a third-party system called Amicus ID to obtain the information and documentation required. Amicus ID enables you to upload the necessary information via an online portal. Please note the following:
- (a) **Facial Similarity Check:** You may be asked to complete a facial similarity check on Amicus ID. This involves you uploading a photo of your ID documentation and a video of yourself. A digital comparison will be made to verify your identity. You will be asked to provide your consent to the processing of this data before accessing Amicus ID. For more information about how your data is processed on the Amicus ID system, please see their privacy policy: <https://amicus.co/policies/privacy>.

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- (b) **Credit Reference Agency Check:** We may also confirm your identity using a credit reference agency, which may leave a soft footprint on your record, showing that someone in the legal sector has searched your record.
- (c) **Charges.** This work is part of our work for you, and we reserve the right to charge you our professional fees and any expenses incurred.

- 17.3 **Reports to the National Crime Agency and Tax Authorities.** We have a duty to report to the National Crime Agency (**NCA**) and tax authorities if we know, or have reason to believe or suspect, that a transaction or funds involved in a transaction were made through criminal activity, may be used to fund terrorism or facilitate tax evasion or avoidance. If we have to report information about you or your matter to the NCA or the relevant tax authorities, we may be prevented by law from informing you of this fact. If this happens, we can stop work on your matter and withhold your money without notice or explanation to you, until the issue is resolved. Our duty to disclose to the NCA or relevant tax authorities overrides our duty to keep your affairs confidential.
- 17.4 Failure to co-operate and/or provide us with the necessary information. If you fail to provide us with satisfactory evidence of your identity or we cannot be certain about any other aspect the customer due diligence, we may not be able to proceed with your instructions and may cease to act for you. We shall not be liable for any loss or delay arising from or connected with our compliance with any statutory obligation which we may have, or reasonably believe to have, to report matters to the relevant authorities.

## 18. Conflict of Interest

- 18.1 We have procedures in place to identify conflicts of interest. If we become aware of a conflict of interest which prevents us from continuing to act for you in relation to any matter, we shall inform you immediately. We will determine, in our sole discretion, whether a conflict of interest exists or may arise in relation to our services. We can assist you in finding new legal advisers and provide an effective transfer of the relevant matter to your new legal advisers. You agree to pay our costs to the date of any such transfer in accordance with these terms.
- 18.2 You agree that instructing us will not prevent us from acting for current or future clients who have, or may in the future have, commercial interests adverse to you, unless we, in our professional judgement, consider that it would be inappropriate so to act.
- 18.3 We may have one or more clients interested or potentially interested in the same or related transaction as you are (for example, in relation to the sale and purchase of a property). You agree that we are free to accept an instruction to act for more than one client in relation to that transaction provided we comply with applicable professional rules, keep the information of each client confidential, are able to act in the best interests of each client and, if appropriate, use separate teams of lawyers.

## 19. Other important terms

- 19.1 **Mortgage advice.** In addition to legal advice, other services including advice on mortgages, may from time to time be made available to you and where that is the case, those services are governed by separate terms. You are never obliged to accept those services but if you do then it is a separate contract which governs their provision.

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- 19.2 **Nobody else has any rights under this contract, except our staff.** This contract is between you and us. Other than our staff, nobody else has rights under it or can enforce it. Neither of us will need to ask anybody else to sign-off on ending or changing it.
- 19.3 **If a court invalidates some of this contract, the rest of it will still apply.** If a court or other authority decides that some of these terms are unlawful, the rest will continue to apply.
- 19.4 **Governing Law.** For Scottish matters, these terms shall be governed by and construed in accordance with the law of Scotland, and any disputes may be raised in the Scottish Courts. For English or Welsh matters, these terms shall be governed by and construed in accordance with the law of England and Wales, and any disputes may be raised in the courts of England and Wales. Where a matter involves both Scottish and English / Welsh elements, either the Scottish courts or the courts of England and Wales shall have jurisdiction.

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