



MORTON
FRASER
MACROBERTS
LLP

Terms of Business

www.MFMac.com



What you can expect from us

Our service

We aim to give you a high-quality legal service. To do this, we will:

- work with you to understand your aims and help you to identify your options;
- work quickly and efficiently, in a professional way;
- regularly tell you about our progress and any likely delays;
- get back to you quickly when you have a question; and
- give you first-class advice in clear English.

What we advise on

We give advice on the laws of Scotland and England and Wales. We provide advice relating to your specific work and circumstances.

We are members of Interlaw, an international association of law firms. If we need to get advice about the laws of any other country, we may get this advice from a local lawyer. We will tell you if we need to do this and agree the costs with you beforehand.

We only give tax advice when we specifically agree to do so in writing. We do not give accountancy advice. We do not check the financial circumstances of anyone else involved in a matter.

How and when we'll contact you

We may contact you by phone, letter, email or video call. We will usually contact you in the working week (Monday to Friday), during standard office hours (9am to 5pm). In some circumstances, we may need to contact you at other times. Please let us know if any contact methods or times are not suitable. We will try to agree the best time and ways of communicating with you.

We may accept instructions that you, or someone authorised by you, give verbally or in writing. If you are a company or other organisation, you must tell us who we can accept instructions from. If you do not, we will presume that we can accept instructions from anyone in your company or organisation.

If more than one person or organisation is instructing us, we will accept instructions from any of you on behalf of you all, unless you tell us otherwise.

Confidentiality

We keep any information you give us confidential. We will not give this information to any other people or organisations, except:

- as stated in our Privacy Notice;
- when it's necessary in order for us to carry out work for you;
- to our own professional indemnity insurers and legal advisors;
- to keep to legal and regulatory requirements;
- to the relevant regulators, if you make a complaint;
- when you give us permission to share the information; or
- when we must do so by law.

If, for marketing purposes, we want to talk about the work we've done for you, we'll ask for your permission first. This permission would apply to future marketing as well.

Conflicts of interest

In most cases, we can't act for you if your interests conflict with our interests or the interests of any of our other clients. If we become aware of a conflict of interest, or think that one may arise, we'll discuss with you how we should proceed, which may be to no longer act for you.

Ending our relationship

We may suspend or stop our work for you, or end our contract with you, if we believe that:

- the trust and confidence between us has been broken;
- what you want us to do is unreasonable or likely to damage our reputation; or
- doing your work would result in us breaking any relevant law, regulation, code of practice or professional obligation.

Using your personal information

Please refer to our Privacy Notice on our website for full details of how we use your personal information.

We are happy to provide you with a paper copy of these Terms of Business and our Privacy Notice.

What we ask of you

Your responsibilities

To help us provide our best service to you, please:

- give us all relevant details of the work you want us to do for you, and give all relevant information to the members of our staff directly involved in that work;
- tell us about any developments when they happen;
- give us information and instructions when we need them to move on with your work; and
- be available to sign documents where necessary.

If you don't 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.

You may end your instructions to us in writing at any time. However, you will still be responsible for any fees and outlays (expenses we must pay on your behalf) for the work we have carried out for you.

If we decide to stop acting for you, you must pay us our fees and outlays for work carried out up to the point when we suspended or stopped work, or ended our contract with you, even if we have not completed all the work. We will not be responsible for any resulting delays, costs or losses which you might suffer in these circumstances.

Communicating with us

You can contact us by phone, letter, email or video call. We may not be able to immediately respond to emails or video calls.

It's important to set out your and our expectations early by agreeing how and when you want to communicate with us, and how often. We need you to keep in touch, particularly if important dates need to be met.

If your contact details change, you must tell us as soon as possible.

What if you're not happy with us?

If you're not happy with our service, or the amount of our fees, please discuss your concerns first with the partner responsible for your work. If you're still not happy, or if you prefer to do so, please raise the matter with our Client Relations Partner by email at complaints@mfmac.com.

The Complaints Team will investigate your concerns and will usually provide a written response within 10 working days.

Our complaints procedures can be found on our website (search for 'complaints' in the toolbar), or we can post you a paper copy.

If your complaint is still not settled to your satisfaction, you can contact one of the following organisations.

Complaints about Scottish legal work

If your complaint is about Scottish legal work you can send your complaint to the Scottish Legal Complaints Commission (SLCC) at Capital Building, 12-13 St Andrews Square, Edinburgh, EH2 2AF. This is a free service.

You can get more information by visiting the SLCC website at www.scottishlegalcomplaints.org.uk, phoning them on 0131 201 2130, or sending an email to enquiries@scottishlegalcomplaints.org.uk.

Please note that time limits may apply for making complaints to the SLCC.

Complaints about English legal work

If your complaint is about English legal work, you can send your complaint to the Legal Ombudsman at PO Box 6806, Wolverhampton, WV1 9WJ. This is a free service.

You must make your complaint within six months of the date of our final decision your complaint relates to. Other time limits also apply.

You can get more information by visiting the Legal Ombudsman's website at www.legalombudsman.org.uk or phoning them on 0300 555 0333.

Complaints about a solicitor's behaviour

If your complaint is about the behaviour of a Scottish solicitor, you can send your complaint to the Scottish Legal Complaints Commission (SLCC) at Capital Building, 12-13 St Andrews Square, Edinburgh, EH2 2AF. This is a free service. You can get more information by visiting the SLCC website at www.scottishlegalcomplaints.org.uk, phoning them on 0131 201 2130, or sending an email to enquiries@scottishlegalcomplaints.org.uk.

Please note that time limits may apply for making complaints to the SLCC.

If your complaint is about the behaviour of an English solicitor, you should send it to the Solicitors Regulation Authority (SRA). To make a complaint you must fill in a report form, which is available on their website at www.sra.org.uk. You should email the form to report@sra.org.uk or post it to the SRA at The Cube, 199 Wharfside Street, Birmingham B1 1RN.

The SRA's Contact Centre can help you with making a complaint. Their phone number is 0370 606 2555.

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

Financial services

If your complaint relates to advice on financial services, you can refer the matter to the Financial Ombudsman Service (FOS) free of charge. They provide a way of sorting out disputes if you're unhappy with something we've done. You must make your complaint to FOS within six months of the date of our final decision on your complaint. You can ask us for details or you can get more information at www.financial-ombudsman.org.uk.

Alternative dispute resolution

Alternative dispute resolution (ADR) is a process for settling a dispute when it cannot be settled directly by the people concerned. However, we have chosen not to use this process. If you have any concerns about our service or the solicitor involved, you should contact the relevant partner or follow the complaints process described above.

Money, fees and charges

Holding your money

We will hold any funds we receive from you in our client account, which earns interest. We do not accept funds in cash. We will only pay interest to you if the interest is more than £50. As we invest other clients' money together with your own, we may earn higher rates of interest than the rate we pay you. We will keep any difference to cover administrative and accounting costs. If we pay you interest, it will be paid gross, which means that you may have to pay tax on this amount.

If we receive funds in a foreign currency, we'll convert them into pounds sterling at the bank's current exchange rate, unless you tell us not to beforehand.

If we receive funds from an account other than the one you have told us about, or if we cannot be certain of the source of those funds, your work may be delayed or we may need to stop working for you. In that situation we won't be responsible for any resulting delays, costs or losses.

We'll not be responsible for any losses caused if a bank makes a mistake, loses its licence or collapses. This does not affect any rights you may have under a government protection scheme.

Our approach to fees

We want you to be clear about how we'll charge you for the work we do for you.

When we begin working for you, we will discuss with you how you want to be charged. For example, we may work for a fixed fee, or you may prefer that we charge you for the actual time we spend doing the work. Sometimes it will not be clear at the beginning what work we'll need to carry out for you. This might be because certain information is not yet known. In this case, we may not be able to work for a fixed fee and may instead need to charge you for the time spent doing the work. If we are charging for the actual time, we charge in units of six minutes and normally round up to the next unit.

We'll agree with you beforehand how we'll charge you for the work, and if we are working to a fixed fee, what your fee will be. Where appropriate, VAT will be added to our fees and any outlays. We will confirm these details in writing. **We guarantee that our fees will always be clear. If any invoice that we send you is not the fee you expect, please tell us why. We'll not expect you to pay any fees which we didn't make clear to you.**

We may ask you to pay a reasonable deposit against anticipated legal fees, outlays and VAT.

You can ask for your file to be passed to the Auditor of Court to review the fees we will charge for your work.

Outlays

Outlays, also called disbursements, are necessary expenses that we must pay to other people or organisations on your behalf. These are charges for things such as registry searches, experts' fees (for example, fees for surveyors, barristers (advocates) or legal advisors), copying charges or registration charges.

Normally, we only pay outlays after we receive the funds from you. If we have to pay before getting the funds from you, you must pay us back when we ask you to.

Any reference to paying our fees also includes paying any outlays which you may owe.

Making payments

You must pay our fees as soon as you get our bill. You can pay by cheque, debit or credit card, or by paying funds into our bank account direct. We do not accept cash payments.

Our bills will always be in your name, even if another person or organisation agrees to pay them. If someone else agrees to pay our fees and then fails to do so, you will have to pay our fees yourself.

If you don't pay our fees, we have the right to stop or suspend further work on the matter in question and any other work we're doing for you. In these cases, we will not be responsible for any delays or losses which may result from this.

If we are acting for two (or more) people or organisations, and one party can't pay our fees and expenses, the other will be responsible for paying.

If we carry out work for a company or a limited liability partnership (LLP) and it does not pay our fees, we may require any of the principals to pay all or part of those fees. ('Principals' means the directors of the company, or the members of the LLP, at the time we issue our bill.)

If we hold money that belongs to you, we will have the right to take our fees from that money before sending you the balance. We also have a legal right to hold deeds, documents or any other papers until you pay the fees you owe.

We have the right to charge interest on overdue amounts at the rate which is 3% over the Bank of England bank rate.

Ownership of and storage of documents

Ownership

Some documents and materials we hold are owned by you, and some are owned by us. We will not always provide copies of everything we hold. We must take extra care where other clients are involved, to make sure we do not break any obligations we have to keep information confidential.

Storage

We must make sure that we balance our obligations relating to data protection against the need for us to keep records and documents. Our Privacy Notice has more detailed information about how we protect, store and use your personal information.

Most of our records are held electronically. We may scan files or papers and destroy the originals after 28 days unless we have to keep them by law. If you want us to return any document rather than destroy it, please let us know when you send that document to us. You should be aware that a copy of a document may not be as good as the original if it is later needed in court as evidence.

We will store files relating to your work for as long as we think is reasonable or as long as the law says is necessary. We will then destroy or delete them. We cannot promise that files will always be held on our premises.

We will not destroy documents you ask us to keep (for example, title deeds, wills, and so on), but we can't promise they will always be held on our premises.

If you ask us for a paper copy of an electronic file, we may charge you reasonable printing and postage costs.

Mandates

A mandate is a request to pass your file to you or to a different solicitor. When we receive a mandate, we will usually keep a copy of your file for as long as we think is reasonable or as long as the law says is necessary.

We may refuse to send your file if you owe us any fees or outlays, but we'll only do this if it doesn't affect your legal position.

Copyright

We own the copyright in any materials we produce for you. The advice we give and the documents we prepare are for your use only, and you must not allow anyone to copy or use them without our written permission.

These Terms of Business apply to all work that we do for you. Any Schedule of Work also applies to the work it was issued for. Together these documents make up our contract with you.

Our contract is governed by Scots law, unless you live in England or have your place of business there, in which case English law applies. Any legal action relating to our contract may be brought in the country whose law applies, or in any other country whose courts may have authority under general law.

Relevant law and regulations

Preventing crime

When you ask us to work for you, we may check your details with fraud prevention agencies (FPAs) or credit reference agencies (CRAs) or other electronic verification service providers. We will use this information to check your identity and to prevent fraud and money laundering.

If we are working for an organisation, we may use FPAs and CRAs to check the details of the people who own or control the organisation. If we are working for a trust, we may check the details of the person who created the trust (called the settlor), trustees and beneficiaries. Please make sure that they are all aware that we may use their details in this way.

FPAs and CRAs give us public and shared information to prevent fraud. They will record the details of our search whether or not we provide you with our services. Other organisations may see and use the information these agencies have recorded.

Anti-money laundering and counter terrorist financing

Under UK anti-money-laundering law, we must carry out 'customer due diligence' checks, which may include:

- gathering and checking information about your identity;
- gathering and checking information about other people who are connected to you, your organisation or the work we are doing for you;
- gathering and checking information about the source of any funds or the source of your wealth; and
- continuing to monitor the work we are doing and keeping all the information up to date.

If we don't receive satisfactory evidence of your identity or we cannot be certain about any other aspect of customer due diligence, we may not be able to work for you.

We also have a duty to report to the National Crime Agency (NCA) if we know, or have reason to believe or suspect, any money or assets involved in any matter relating to the work were made through criminal activity or may be being used to fund terrorism. This duty may take priority over our duty to keep your information confidential.

It is an offence to tell someone that a report has been made to the NCA or that they are being investigated. If we make a report to the NCA, we cannot carry on with your work without permission from the NCA.

We will not be responsible for any delay or losses resulting from customer due diligence checks, or us taking reasonable steps to keep to laws relating to money laundering and terrorist financing (and associated guidance).

Sanctions

Financial sanctions are legal restrictions to stop us dealing with specific people, organisations or activities in certain industries or certain parts of the world.

If any sanction applies, we may decide that we cannot work for you, or have to stop doing certain work for you.

Sometimes we may have to keep to sanctions or similar restrictions set by law. In other cases, we may choose to keep to certain sanctions and restrictions, even if we are not required to do so by law.

In all cases, we won't be responsible for any costs or losses resulting from us keeping to sanctions or restrictions.

Our regulators

For Scottish work, we are regulated by The Law Society of Scotland.

For English work, we are authorised and regulated by the Solicitors Regulation Authority.

We're also authorised and regulated by the Financial Conduct Authority.



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Thank you

For any of these services please contact us.

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