

**Muir Myles Laverty, Solicitors,
Meadowplace Buildings, Bell Street, Dundee, DD1 1EJ**

Terms of Engagement and Client Information - 2018

The following terms (as amended by us from time to time) will apply to the work referred to in the Engagement Letter that accompanies this document (“Letter of Engagement”) and, unless otherwise agreed by us in writing after the date of the Letter of Engagement, to cover all other work carried out by Muir Myles Laverty, Solicitors (“the Firm”) on your behalf. The partners of the Firm are those listed as such from time to time on our headed paper. Where applicable, we will issue separate Terms of Engagement to clients in respect of certain matters.

1. Communication with You

Our offices are open from 9 a.m. to 5 p.m. Monday to Friday. Our telephones are answered from 8.45 a.m. until 5 p.m. Our address, telephone, fax and email details are detailed in the Letter of Engagement. Information can also be obtained at www.mmlaw.co.uk or mmlproperty.co.uk

Unless we receive specific instructions from you, we shall communicate and take instructions from you in person and by post, email, telephone and fax. Communication by electronic messaging is at the discretion of the firm. We may require you to confirm in writing any verbal instructions given. Confidential information provided to us, such as Bank Account details for payments may require to be verified by you in person or by telephone.

We will keep you informed about work carried out on your behalf and, in particular, we shall provide an explanation of what action we are taking and why, information about the progress being made and the timeous response to all incoming mail, email, telephone calls and faxes.

To allow us to advise you fully, we need to have full details of the matter. You can help us by giving clear instructions, providing all relevant documents, acting promptly and informing us of any time limits that you consider relevant.

Our advice is personal and confidential to our clients only. If you pass that advice on to a third party or ask us to do so, that third party will not have an enforceable right against the Firm or any of its partners, staff or other agents (whether under these terms, the Letter of Engagement or otherwise.)

2. Disability Access Policy and Home Visits

We seek to ensure that all our services and opportunities are accessible to clients, where reasonably practicable. If you require any aid or assistance to enable you to attend a meeting or conduct business with us please let us know and arrangements to suit you will be put in place.

If you request us to visit you for example at home or in hospital, we may charge extra per visit in addition to the fees for the work involved, based on time expended.

3. The length of time it will take

The nature of legal work, particularly Court and Tribunal work, often makes it difficult to estimate precisely how long a case or item of business will take to complete. When we discuss requirements at the outset we will also discuss timescales as best we can. We do attempt to meet these, and always try to deal with everyone as quickly and efficiently as possible. Please remember that quite often the speed at which work can be completed is affected by the co-operation (or lack of it) we receive from other agencies, firms, or people, beyond our control. Please also note that work cannot commence until clients have provided appropriate identification (where required); any relevant requirements of the Money Laundering Terrorist Financing and Transfer of Funds (Information on the payer) Regulations 2017 have been complied with; or, in the case of clients qualifying for Advice & Assistance or full legal aid, all relevant financial information has been provided.

4. Authority to Act

It is important that we are able to identify our client. We shall be entitled to assume, unless otherwise instructed in writing, that the person providing us with the initial instructions in relation or piece of work is our client. In particular, we shall be entitled to assume that:

- (a) If the client is a Company, we can take instructions from any Director or the Company Secretary or anyone authorised by them to do so;
- (b) If the client is a limited liability partnership or partnership, we can take instructions from any member, partner or anyone authorised by the member/partner to do so;
- (c) If the client is a corporate or unincorporated body (other than a Company, LLP or Partnership), we can take instructions from an authorised officer of the body or anyone authorised by the body to do so; and
- (d) If there are joint clients, we can take instructions from either or any of them.

Where we do act for more than one person, each person for whom we do work is jointly and severally liable for the instructions given to us and for payment of our fees and outlays in connection with the matter. Where we act for a company the Director, Company Secretary or anyone authorised by them to give us instructions shall be deemed to have provided a personal guarantee for all fees incurred by the company. We may ask for a personal guarantee to be signed in these circumstances. If you do not understand what this means, please ask us to explain.

5. Proceeds of Crime, Money Laundering, Source of Funds and other reporting

To meet our statutory requirements under the Proceeds of Crime Act 2002, the Money Laundering, Terrorist Financing and Transfer of Funds (information on the payer) Regulations 2017 and the Terrorism Act 2000, we are required to confirm our clients' identity and that of Directors, Partners, Trustees, Controllers of Companies or Firms and all of the connected shareholders. We are also required to assess whether a client is a Politically Exposed Person. This may involve passing certain personal details (i.e. name, address and date of birth) to an external organisation specialising in identity verification, such as credit reference agencies/fraud prevention agencies. Any such organisation will use the personal details provided for the purposes of verifying identity and confirming whether or not such a person is a "politically exposed person" within the meaning of the relevant regulations and will retain such information in order to show that a search of identity has been undertaken on the Firm's behalf. The undertaking of such a search will not affect the credit history of the individual searched against and the external organisation will not use the personal details provided for any other purpose.

In certain circumstances we are legally obliged to provide confidential information to certain authorities without prior reference to you. In such a situation, we may require to (and we shall be entitled to) cease work on a matter until such time as we receive formal authorisation from such authorities to continue. A fee will be payable by the client for any such search (currently £36 inclusive of V.A.T.)

6. Identification

Where you instruct us, we are required to confirm your identity. This means that you have to provide evidence of who you are and where you live. This information is required whether you are a new client of the Firm or have been one for some time. You are required to show at least two original documents containing your name and address. Where more than one person is instructing us, we will require confirmation and documentation for each of you. The types of documents we accept are common to most people, so you should not have any difficulty in producing them. You can provide us with proof of your name and address either in person, in our office or by post. For additional security, if you are confirming by post, we will also need to see one or more additional document, as explained in the "By Post" section which follows.

To confirm your Name:

- (a) Passport (full, signed)
- (b) EEA Members Identity Card
- (c) Northern Ireland Electoral ID Card
- (d) Resident Permit (issued by the UK Home Office)
- (e) UK or EEC Photo card Driving Licence (full or provisional)
- (f) UK (paper style) Driving Licence (full only - provisional not acceptable)
- (g) Benefit Book or original notification letter confirming your right to Benefit or State Pension
- (h) HM Revenue and Customs Construction Industry Registration Card or Certificate (CIS4, CIS5 or CIS6)

- (i) HM Revenue notification document (Tax Assessment, Statement) **Note:** P2, P45 and P60 are not acceptable
- (j) Shotgun or Firearm Certificate
- (k) Disabled Driver's Pass
- (l) Birth Certificate or NHS Medical Card (if under 18 only)
- (m) Document from a regulated Financial Services Firm confirming relationship exists (e.g. Bank Statement, Insurance Certificate)
- (n) Utility bill, Statement or Certificate (e.g. gas, electricity, telephone provider.)
Note: mobile telephone bills cannot be used.

Note: Whilst it is not mandatory that the source be photographic identification, this is our preferred means of identification and would ask that you always provide it wherever possible.

To confirm your Address:

- (a) Document from a regulated Financial Services Firm confirming a relationship exists (e.g. Bank Statement, Insurance Certificate)
- (b) Local Authority Council Tax Bill
- (c) UK or EEC Photo card Driving Licence (full or provisional)
- (d) UK (paper style) Driving Licence (fully only – provisional not acceptable)
- (e) EEA Members Identity Card
- (f) Northern Ireland Electoral ID Card
- (g) Utility Bill, Statement, or Certificate, (e.g. gas, electricity, telephone provider.)
Note: mobile telephone bills cannot be used.
- (h) Solicitors' letter confirming a recent house purchase or Land Registry confirming (we also need address verification for your previous address)
- (i) Local Authority Rent Card or Tenancy Agreement
- (j) Benefit Book or original notification letter confirming your right to Benefits or State Pension
- (k) HM Revenue and Customs correspondence addressed to you at your current address (**Note:** P2, P45 and P60 are not acceptable.)
- (l) TV Licence (pre-printed) or renewal/reminder letter
- (m) Vehicle Licence reminder.

By Post:

If you are providing us with proof of your name and address by post, we need to see three original documents from the list, at least one from the "Name" list and at least one from the "Address" list. These must be three separate documents. Once we have recorded the details and taken copies, we will send them straight back to you. If you are concerned that documents may go astray, you can send them by Recorded Delivery and request in writing that they be returned to you by this means.

In Office:

If you are providing us with proof of your name and address in person, all you need to do is show us two original documents – one from the "Name" list and one from the

“Address” list. Once we have recorded the details and taken copies, we will give them straight back to you.

Please Note:

- (a) You cannot use the same document to confirm both your name and your address;
- (b) All documents must be from different Firms/Companies, i.e. not from the same source; and
- (c) All documents must be the most recent and not expired.

For clients who are not private individuals, such as Companies or Partnerships, we must obtain information that is relevant to the organisation and evidence that individuals have the authority to act. In the case of Companies we must obtain data sufficient to verify and record:

- (a) Company Name
- (b) Company Number
- (c) Registered Office, address and (if different), principal place of business
- (d) The law to which the Company is subject
- (e) The names of the Board of Directors or Management Board
- (f) The names of Senior Management
- (g) Its legal owners
- (h) Its beneficial owners
- (i) Its Certificate of Incorporation, Memorandum of Association, Articles of Association and other governing documents.

It may also be necessary for us to establish the beneficial owners of such organisations. Verification of identity must be from reliable independent sources (relevant to that organisation) such as a search of the relevant Company Registry, confirmation of the Company’s listing on a regulated market, copy of the Company’s Certificate of Incorporation, Memorandum and Articles of Association, Minute of Directors’ Meeting or Partnership Agreement.

Where you are acting as an agent or in some other form of capacity for an individual, e.g. Attorney, Executor, Guardian or Trustee then we require sight of the documentation granting your appointment and authorisation. We also require identification for both you and the individual or individuals you are acting for, as set out in the sections above.

Where funds are to pass through our hands in connection with a transaction, e.g. a house purchase, we are required to be satisfied as to the source of these funds, e.g. copy bank statement providing details of name, address, account number and funds involved, copy cheque or equivalent. Where you are obtaining the funds from another individual, e.g. family member, then we require identification for that person in the same manner as stated above, as well as evidence of the source of their funds.

The security steps we take are a legal requirement on all Solicitors. If you cannot give us satisfactory proof of your identity or source of funds then we are not permitted to act for you. We endeavour, however, to make the process as simple and as straightforward as possible. If you have any queries or require assistance then please

just ask. Although at times cumbersome, please bear in mind that these security checks are ultimately for your own protection and we hope they will give you peace of mind.

7. Responsibility for your work

The Letter of Engagement provides you with the details of the Solicitor who has responsibility for the particular matter. We shall try to maintain continuity with the people who are handling your work. If a change is required, we shall let you know as soon as possible and tell you why the change is necessary. If we require to use the specialist skills of other members/employees/agents of the Firm, we shall advise you of their involvement and, if appropriate, of any changes to the basis for charging our fees. Our services shall be provided using reasonable skill and care.

8. Fees

Before engaging our services, we will inform you in writing of the basis on which we shall charge a fee for work carried out on your behalf.

The Letter of Engagement sets out how we will calculate our fees for the work it relates to. In the absence of our written agreement to the contrary after the date of the Letter of Engagement, fees for any other work will, primarily, be calculated using the hourly rates (if any) set out in the Letter of Engagement or, if no such rates are set out therein, the hourly rates (based on the level of experience of the person(s) carrying out the work) prevailing for our general business from time to time. In addition to time spent, other factors will be taken into account by us in determining our fees, including the urgency, complexity, novelty and materiality involved in the work in question.

Where a basic hourly charge rate has been indicated, it is that which is then current. As and when our hourly charge rates are reviewed (normally annually on 1 January) the amended rate will be applied. Further details can be provided on request.

We charge on the basis of ten units of time per hour and accordingly each six-minute unit of time or any part of it will be charged at one-tenth of the hourly rate detailed in the Letter of Engagement.

The units charged for the individual items of work are as follows:

- (a) Time occupied in the performance of all work including attendances with client, witnesses and others, attendance before any court or tribunal or hearing, travelling, research, perusal, revisal and anything not otherwise covered.
- (b) Letters/emails (per page of 100 words) – 1 unit.
- (c) Acknowledgements - .5 units.
- (d) Formal Deeds, Affidavits and Contractual Documents (per sheet of 250 words) – 5 units.
- (e) Other documents (including pro forma documents) (per sheet) – 3 units.
- (f) Revising documents (per sheet of 100 words 1-2 units). Telephone calls charged as per the hourly rate subject to a minimum charge of 1 unit.
- (g) Copying – 30 pence per sheet
- (h) Travel – 45 pence per mile

- (i) Any detailed charges, such as the charge for an external Money Laundering identification check (currently £36 inclusive of V.A.T) will be listed separately.
- (j) Posts and Incidents – 10%. Work on your file undertaken by a Trainee Solicitor may be charged at two-thirds of the rate of their supervising solicitor. Work on your file undertaken by a Para-Legal may be charged at one quarter the rate of their supervising solicitor.

If you are dissatisfied with the amount of our fees, you and we may jointly nominate a Law Accountant to formally assess these. In the event that you and we cannot agree upon a Law Accountant, either of us may ask the Dean of the Faculty of Procurators and Solicitors in Dundee to nominate a Law Accountant. If the Law Accountant assesses the fee chargeable at a lower level than we propose charging, we shall only charge that reduced amount and we shall pay the Law Accountant's costs. If the Law Accountant confirms that our fee is appropriate, you will be responsible for the Law Accountant's costs. If the Law Accountant assesses the fee chargeable at a higher level than we propose charging, we shall be entitled to charge the higher amount and you will be responsible for the Law Accountant's costs.

The Letter of Engagement may set out an estimated fee. This is an indication only, made in good faith and on the basis of the information we have available to us at the outset. Estimates are subject to revision and are not a commitment by us to carry out the work for the fee stated. We undertake to notify you if it becomes apparent that our fee will exceed any initial estimate.

The Letter of Engagement may set out a fee quotation. The scope of work we commit to undertake for the quoted fee will be detailed in the Letter of Engagement. If further work is requested or we are required to carry out additional work not previously specified or as a result of the circumstances not disclosed to us or circumstances that could not reasonably have been foreseen at the outset, then our fee will be increased (by reference to our standard hourly rates and the other factors referred to above.)

In terms of Section 61A of the Solicitors (Scotland) Act 1980, where we enter into a written fee charging agreement, it is not competent for the Court to refer any dispute in the matter to the Auditor for Taxation. Speculative fee agreements shall comply with Section 61A(3) and (4) of the last mentioned Act.

In addition to our fee, the costs of all (if any) outlays and expenses incurred by us on your behalf (such as Counsel's fees, Search fees, Registration/Recording fees, Land and Buildings Transaction Tax, Bank charges, Currency Exchange costs, Travel and accommodation costs, Taxi costs, Photocopying costs, Courier and other third party accounts) will be payable by you.

Unless you notify us in writing to the contrary, we shall assume that we have your authority to incur these outlays and expenses which we regard as being reasonable to incur in carrying out work for you. Payments to account will be held in our client account until we incur outlays on your behalf when the monies held will be used to pay those outlays or until we render a fee note at which time any monies held to account will be applied to the fee note.

9. Payment by Debit or Credit Card and Same Day Bank Transfers and BACS transfers

The facility to make payment by debit or some credit cards is available.

Credit Card payments cannot be made for outlays which are required prior to completion of a sale or purchase of property (e.g. Land and Buildings Transaction Tax and Registration Dues) unless the payment is made at least 10 working days prior to completion.

If payments made to you or on your behalf are made by bank transfer, no charge is made for BACS transfers which may take up to 3 banking days to clear but a charge of £25 plus VAT will be made for Same Day transfer (same day clearance) which may be more than the bank concerned charges us.

10. Legal Advice & Assistance, ABWOR and Legal Aid

Where you qualify for and have been admitted to legal Advice & Assistance (with or without a contribution), ABWOR (with or without a contribution) or Legal Aid (with or without a contribution) our Account will, in the first instance, be met by the Scottish Legal Aid Board. However, in the case of recovery or preservation of any property or monies, you will be expected to meet our fees from the property or monies thereby preserved or recovered. Any expenses awarded to you by virtue of any Court action or otherwise will also require to be made over to the Legal Aid Board in the first instance. It is possible that the Legal Aid Board will meet our account in such circumstances if you can show that payment of our fees from the property or monies recovered or preserved would cause you grave hardship or distress or the payment of the account will be delayed or difficult. Separate applications are necessary to the Legal Aid Board in that event and we are not responsible for any such decision.

11. Expenses (Costs) in Court Actions

If we act in connection with a Court action in which you are partly or wholly successful, it may be possible to recover expenses from the opponent. In practice, only a proportion of the costs and fees are likely to be recoverable (approximately 70%) You are liable for our fees and outlays incurred on your behalf whether or not you are successful in any action, but credit will be given for all expenses recovered from the opponent.

We reserve the right not to undertake work under Advice and Assistance or Legal Aid Scheme even if you may qualify to proceed on a private client basis. We will inform you if this is the position. Details of Legal Aid can be accessed at www.slab.org.uk.

12. Deduction of Fees and Outlays

Where we receive sums which belong to you, we shall be entitled to deduct from those sums all outstanding fees, VAT and outlays before sending you the balance. In that event, our detailed Account and/or Fee Note detailing these charges will be issued to you at the same time.

13. Value Added Tax (VAT)

VAT will be charged on our fee and certain outlays, and expenses we incur on your behalf at the rate which applies when the work is done or the outlay/expense incurred. Our VAT Registration Number is 607 3092 58.

14. Rendering and Payment of Accounts

We shall send a detailed Account and/or invoice for our fees, V.A.T., outlays and/or expenses to you when we, in our absolute discretion, determine it is appropriate to do so. This may be done on an interim basis where the work instructed by you has not been finalised. Details of outlays/expenses will be itemised separately.

Payment of an Account is due within fourteen days of the date of the invoice and requests for payment of outlays incurred should be met within a similar period or earlier, if required. Interest will be charged from the twenty-eighth day on any amounts which are overdue at the rate of five per cent above the base lending rate of the Bank of Scotland, from time to time. Should payment not be made when due, we reserve the right not to carry out further work for you (after intimation to you to this effect) in which case we shall issue a final account to you. In that event we shall intimate our withdrawal from acting to any court, tribunal and any other interested party or agency.

If we are holding funds on your behalf including monies received as a result of work carried out for you, our fees, outlays and/or expenses may, at our sole discretion, be deducted from the sums held in accordance with the Law Society of Scotland Practice Rules 2011.

Due to the Money Laundering, Terrorist Financing and Transfer of Funds (information on the payer) Regulations 2017, it is the Firm's policy not to accept cash payments in excess of £1,000 in aggregate. We reserve the right to refuse to accept Banker's drafts.

We also reserve the right to refuse any amount of cash at our discretion.

15. Payments to us and source of funds

Payments made directly into our Account by Bank Transfer must be authorised by us in advance.

16. Commissions

We may receive commission or loyalty divided payments from some of the organisations that provide us with Search or other reports.

17. Funds belonging to you

We will maintain a ledger account for funds held on your behalf and, in accordance with Law Society of Scotland rules, will hold funds in interest-bearing accounts where appropriate.

If, when returning funds held on account to you, we discover that the address and contact details you have provided us with are not current, we are not required to make further enquiry as to your new address and can dispose of the balances in accordance with the Solicitors (Scotland) Accounts, Account Certificate, Professional Practice and Guarantee Fund Rules 2001, where appropriate.

The firm does not accept liability for funds held on your behalf in the event of an “authorised deposit taker” (as defined by the Financial Services and Markets Act 2000 as amended and subsidiary legislation) such as a Bank or Building Society being unable or likely to be unable to return funds which have been deposited with it. This applies also to funds held on your behalf but awaiting clearance through the banking system where such funds are held in our Clients’ Account. In such an event you may be entitled to receive compensation in accordance with the prevailing government’s indemnity limits from the Financial Services Compensation Scheme.

18. Cleared Funds Policy

If payment is received by cheque the onward transmission of these funds cannot be processed until the cheque is cleared through the banking system. Interest does not accrue until clearing process is complete.

19. Disbursement of Funds

These will be paid to the client or named beneficiary only.

20. Complaints

We value our good relationship with clients. However, we accept that, from time to time, difficulties and misunderstandings may arise. If you are dissatisfied with the service you receive from us you should take the matter up, in the first instance, with the Solicitor who has responsibility for the particular matter. If the matter is not resolved to your satisfaction your comments should be referred to our Client Relations Partner (preferably in writing) who will review the matter. Our current Client Relations Partner is John Muir, whose contact details are Muir Myles Laverty, Solicitors, Meadowplace Buildings, Bell Street, Dundee, DD1 1EJ, telephone number (01382) 206000. It should be noted that strict time limits for accepting complaints apply. Complaints require to be made within three years of the service ending or the conduct occurring.

21. Law Society of Scotland and Scottish Legal Complaints Commission

We are members of the Law Society of Scotland and subject to its professional rules, including the Law Society of Scotland Practice Rules 2011 *Solicitors (Scotland) (Standard of Conduct) (Practice Rules) 2008 and Standards of Service*. The Law

Society of Scotland can be contacted at Atria One, 144 Morrison Street, Edinburgh, EH3 8EX. (www.lawscot.org.uk)

The Legal Profession and Legal Aid (Scotland) Act 2007 provides recourse to a non-judicial dispute resolution process through the Scottish Legal Complaints Commission (SLCC) The SLCC can be contacted at The Stamp Office, 10-14 Waterloo Place, Edinburgh, EH1 3EG or at www.scottishlegalcomplaints.org.uk

22. Conflict of Interest

A conflict between your interest and those of another client of the Firm may arise. If we become aware that a conflict of interest exists, or may exist, in our acting or continuing to act for you, we will take immediate steps to advise you (and, if appropriate, the other party in the conflict) and will ensure no conflict prevails if we continue to act for you. Where appropriate, we shall facilitate you making alternative arrangements and can help you to instruct other Solicitors. All fees and outlays/expenses (and related VAT) up to the date of termination of our engagement will be charged and become due.

23. Confidentiality

In carrying out work on your behalf, our first responsibility will be to you as our client. We will not, without your permission, disclose to any person any confidential information relating to you or to any matter handled by us on your behalf, except in the proper course of the work carried out, or if we are required to do so by law or any regulatory authority or to our Professional Indemnity Insurers in circumstances where you or anyone on your behalf intimates a claim against the Firm or where a potential claim may arise. Our systems for maintaining client confidentiality comply with the General Data Protection Regulation (Regulation (EU) 2016/679)

We are audited by a number of organisations which monitor standards of performance. We have a duty of confidentiality to you and, therefore, need your permission for your files to be inspected. We will assume that you have given us this permission by your acceptance (whether deemed or actual) of the Letter of Engagement.

24. Our Liability

None of the partners of Muir Myles Laverty shall have liability for losses, damages, costs, claims and/or expenses which arise as a consequence (whether direct or otherwise) of:

- (a) Information provided by you and/or on your behalf being incomplete, inaccurate, illegible, out of sequence, misleading, missing, late or deficient in any respect whatsoever; and/or
- (b) Any other failure attributable to you and/or a third party; and you shall indemnify each of Muir Myles Laverty's partners, on demand, in respect of the same. None of the partners of Muir Myles Laverty shall have liability to you in respect of any indirect or consequential loss or damage (whether in the

form of loss of profit or otherwise) however arising. None of the partners of Muir Myles Laverty shall have liability to a third party for losses, damages, costs, claims and/or expenses which arise in connection with (whether directly or indirectly) services provided to you and you shall indemnify each of the partners of Muir Myles Laverty, on demand, in respect of the same.

Nothing in the preceding terms shall exclude or restrict any rights you may have in respect of fraud or fraudulent misrepresentation or operate to exclude or restrict liability in respect of breach of contract and/or negligence which results in death or personal injury and the preceding terms shall be subject to this condition. Similarly, nothing contained in the preceding terms will exclude or restrict liability of the firm to the extent that the same cannot be excluded or restricted by law or the professional rules of the Law Society of Scotland.

By your acceptance (whether deemed or actual) of the Letter of Engagement, you:

- (a) Agree not to make any claim against any of the partners of Muir Myles Laverty other than in respect of the services referred to in the Letter of Engagement or in relation to any other piece of work (or series of connected pieces of works) done for you;
- (b) Acknowledge and agree that any advice given to you by any partner, employee or other agent of the firm is given on behalf of the firm and not in his/her capacity as an individual; and
- (c) Acknowledge and agree that no special duty is owed by you by a partner, employee or any other agent of the firm.

The firm accepts the benefit of this letter for itself and is agent of and trustee for each of the partners of Muir Myles Laverty.

25. Provision of Services Regulations 2009

In accordance with the disclosure requirements of the Provision of Services Regulations 2009, as a Scottish Solicitors' Practice, we have cover under the Law Society of Scotland's Compulsory Master Policy for Professional Indemnity Insurance. The cover is provided by a panel of insurers, the lead insurer being Royal & Sun Alliance Insurance plc of 20 Fenchurch Street, London, EC3M 3AU. This territorial cover of our policy is worldwide.

26. Ownership of Correspondence Files and Copyright

All correspondence, attendance notes, file notes, internal memoranda and draft documents (whether or not in writing or electronically held) pertaining to the work carried out on your behalf will remain the sole and absolute property of the firm. You will have the right to inspect correspondence in which you have an interest and also to receive at our sole discretion, a paper or electronic copy, subject to a copying charge.

Any papers provided by you and any deeds or documents provided by us in connection with the work carried out will become our property.

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

27. Destruction of Correspondence Files

It is our normal practice to destroy our correspondence files (whether paper or electronic) predominantly in accordance with Law Society of Scotland guidance (details can be provided on request) and in accordance with the General Data Protection Regulation (Regulation (EU) 2016/679) In the absence of a contrary agreement in writing, we shall assume you are content with this arrangement and you are deemed to consent to the files' destruction.

28. Electronic Storage of Correspondence Files

We reserve the right to store documents electronically. Where documentation is scanned, this is scanned and destroyed in accordance with guidance from the Law Society of Scotland and in accordance with the General Data Protection Regulation (Regulation (EU) 2016/679. Original documentation will be retained for a period of twenty-eight days and thereafter it will be destroyed in a secure manner. It should be noted that electronic copies may not have the same status as original documentation and therefore potentially have a reduced evidential value, in the event of the content of the documentation becoming a matter of dispute.

29. Storing of Title Deeds and Documents

We may store title deeds and other documents for you. At the moment we make no charge for this service, but we reserve the right to charge you for doing so. If we propose to charge you for such a service we shall notify you of the charges in advance. Documents given to us for safekeeping will not be destroyed without your prior approval, providing it is clear from your instructions that the documents are to be retained.

30. Data Protection and the General Data Protection Regulation (Regulation (EU) 2016/679)

During the course of carrying out work on your behalf and for as long as is necessary at the end of that matter for our internal record keeping purposes we shall need to collect and keep information about you (e.g. name, address, email, etc.) This information will be processed and kept securely in accordance with the Data Protection legislation prevailing from time to time (currently General Data Protection Regulation (Regulation (EU) 2016/679)) and shall only be used for the purposes of providing you with our legal services, or as otherwise agreed with you. By your acceptance of the Letter of Engagement, you are consenting to our use of personal data as appropriate (including any transfers of such data outside the EEA.)

31. Third Parties

If we have engaged the services of others on your behalf as approved by you (such as Counsel, overseas lawyers and/or expert witnesses) or services are provided by other professionals (such as Accountants or Surveyors) engaged by you, we are not liable for any service/advice provided (whether or not such service/advice is provided directly to us) and we will not be responsible for any act or omission of such other persons.

32. Termination of Engagement

Either you or the firm may terminate our professional relationship at any time by giving written notice to that effect. In the event that you choose to terminate our professional relationship, we will render an account showing all fees, VAT and outlays and expenses incurred prior to the termination and due to the firm. Should you wish any correspondence file (or a copy) or any other documents sent to another Solicitor, an additional charge may be made by us in connection with this request. Delivery of the file and any other documents may, at our option, be subject to payment of this charge and settlement of all outstanding fees, VAT, outlays and expenses. We will not terminate our professional relationship without good reason (e.g. where a conflict of interest has arisen, if the action you are requesting us to take is contrary to our professional rules of conduct or if a breakdown in our relationship occurs), whether in its entirety or with respect to a particular piece of work.

33. Variation

These terms may be amended by us in our absolute discretion, from time to time. The form prevailing at any time shall be available at www.mmlaw.co.uk and mmlproperty.co.uk

34. Alternative Dispute Resolution Regulations

We recognise that Alternative Dispute Resolution Regulations have been implemented (ADR/EDR Directive 2013/11/EU) to promote alternative dispute resolution as a means of redress for consumers in relation to unsatisfactory services. We have, however, chosen not to adopt an ADR process and if you have any concerns about the services you receive from this firm you should contact the firm's Client Relations Manager.

35. Whole Agreement and Governing Law

These Terms and Conditions, together with any letter accompanying or qualifying them, constitute the whole agreement between us. Our engagement shall be governed by and construed in accordance with the Law of Scotland and, by your acceptance (whether deemed or actual) of the Letter of Engagement, you agree that in the event of any dispute, the matter will be dealt with only by the Scottish Courts.

36. Application

These terms shall apply from 5 April 2018.