

Mitchells Robertson Ltd

Terms and Conditions of Business

1. Who we are and how we are regulated

We are Mitchells Robertson Limited, a limited liability company. Our Company number is SC497188, and our registered office address is George House, 36 North Hanover Street, Glasgow, United Kingdom, G1 2AD. We are registered for Value Added Tax and our registration number is 260 525382. We are regulated by The Law Society of Scotland. We are licensed by the Law Society of Scotland to carry on incidental financial business under the Society's Practice Rule C2: Incidental Financial Business. We are not authorised by the Financial Conduct Authority (FCA) under the Financial Services and Markets Act 2000. However, we can carry on insurance mediation activities, which are, broadly, advising on, selling and administering insurance contracts and may arrange the sale of shares, all where incidental to the work being undertaken. This part of our business, including arrangements for complaints or redress if something goes wrong, is regulated by the Law Society of Scotland.

2. Our agreement with you

These Terms of Business, together with our letter of engagement, (and any schedule of fees referred to in that letter) will form the whole agreement between us to carry out the work for which you instruct us. Your business will be handled by the person(s) named in our letter of engagement. Some matters will require the involvement of more than one fee earner so you may deal with a number of different people within our firm. We shall provide our services to you with reasonable skill and care. The scope of the services we will provide is set out in our letter of engagement.

3. Instructions

Instructions can be given by you verbally or in writing; we may confirm or ask you to confirm verbal instructions in writing. If you wish anyone else to give instructions or information or to receive information on your behalf, you must confirm that in writing. Unless otherwise agreed in writing, where we are instructed in any matter by more than one person (e.g. by a married couple) we shall accept instructions from one person and we shall assume that person has the authority of the other(s) to do so, and each person is jointly and severally responsible for the instructions given to us and liable for payment of our fees and outlays.

Where we are instructed to act on behalf of a limited company or limited liability partnership, instructions are accepted by us on the basis that all directors of that company or members of that limited liability partnership who have issued instructions to us shall be personally liable, on a joint and several basis, to pay any account issued by us.

If you provide any information to us, we will assume it to be correct. If there is any change in your instructions, you must notify us immediately.

4. Conflict of Interest

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

5. Correspondence

Email communication is not wholly secure so if that causes you any difficulty, please let us know. You should check your email on a regular basis for any communication from us. Please ensure that you advise us immediately of any change in your contact details and / or if you will be out of contact for

any period, e.g. during holiday periods. You will be kept informed of progress but if you have any questions or require an update, please contact the persons dealing with your work.

6. Timescales

Our aim is to provide an efficient service. Sometimes however, delays may be unavoidable. Where possible, we will provide an estimate of timescales with you. Please help us to meet your timing expectations by providing information and responses when requested.

7. Fees, Charges and Funds

7.1 Fees

We may agree a fixed fee with you in advance of doing any particular work. Where fees are time based, our time spent includes time engaged in meetings, courts or tribunals (including travelling time); researching the law as it applies to your case; administration including scanning, photocopying and posting; and all other reasonable time and action incurred.

7.2 Value Added Tax

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

7.3 Outlays

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

7.4 Timing of Invoices

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

7.5 Payment

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

7.6 Deduction of Charges from Funds held by us

By instructing us to act for you, you are authorising us to deduct our fees, VAT and outlays from funds that we receive before sending the balance to you.

7.7 Payment of Sums Due to You and on Your Behalf

We require a written instruction including your bank account details in order to pay sums that are due to you. We are not required to pay anyone except you as you are our client; however, in some cases, and at our discretion, we will accept written instruction from you to send any funds to a third party on your behalf. All payments will be in Sterling, unless otherwise agreed. If we incur any bank charges in making any transfers, we will deduct those charges from the funds held on your behalf. If you wish payment in another currency, we will require a written instruction from you. Foreign currency payments will be processed by our bankers and will be subject to deduction of their charges. We accept no responsibility for the exchange rate applied by our bankers, for any exchange rate fluctuations during the course of the transaction or for the time it takes for funds to reach your bank account. If you require payment in a foreign currency, we strongly recommend that you consult your own bank in the first instance.

7.8 Our Bank Details

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

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

You may be aware of an increase in cybercrime. For this reason, we will only ever ask you to make payment into this account. In the event that you receive any communication appearing to be from Mitchells Robertson advising that our bank details have changed, do not transfer any payment into the account or reply to the communication unless and until you have first telephoned us on 0141 552 3422 and have spoken to the partner in charge of your file or our Partnership Director, Mark McGorm, to confirm the correct account details.

Before sending any money to us, please phone 0141 552 3422 and ask Reception or our Cash Department to verify our account details. As we are required to comply with financial regulations, we are not required to refund or pay any money unless and until we are satisfied as to the source of funds received.

7.9 Payment Method

Our preferred method of payment is by bank transfer using the bank details referred to in 7.8 above. We can also accept payment by cheque or bankers draft. We do not accept payment in cash. We accept credit or debit card payments for payment of our fees, vat and outlays, but do not accept payment credit or debit card payments in respect of any other payments.

7.10 Retention of Documents

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

7.11 Independent Assessment

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

7.12 Holding Funds on Your Behalf

If we receive cleared funds for you, we will hold these in a UK bank that participates in the Financial Services Compensation Scheme (FSCS) which compensates eligible claimants up to a limit of £85,000 in the event of a bank's failure. The FSCS limit applies to individual clients of the bank so if you also hold other personal funds in the same bank as our client account, the overall compensation limit remains at £85,000. Some institutions have several brands trading under different names and if you deposit funds across those brands it is possible that only the first £85,000 will be protected. You should check with that institution, the FCA or a financial adviser for more information. Mitchells Robertson will not be liable for any loss arising where the funds deposited in any bank are greater than £85,000 in the event of the insolvency or failure of any bank.

In terms of the Law Society of Scotland Practice Rules 2011 ("The Rules") where appropriate, we are required to place client funds on deposit to earn interest. The rate of interest payable on these deposits will be comparable to similar product offerings in the legal services industry. These rates will not necessarily be comparable with the expectations that a private individual investor may expect in

the open market. As we hold funds for a number of clients at any one time, the rate of interest we receive on the global fund held may be greater than the rate which would be payable to an individual investor. In that event, Mitchells Robertson will be entitled to retain for our own benefit any additional interest earned on such funds from time to time.

7.13 Commission Received

From time to time in the course of complying with anti-money laundering regulations and in implementing your instructions in a matter we require to obtain searches and other reports on your behalf, or to instruct third parties to provide services for us in your file. As we instruct these reports and this work on behalf of a number of clients, the third parties preparing them sometimes pay us a commission based on the volume of business placed with them over a given period. In such an event we will retain for our own benefit any such commission paid to us.

7.14 Recoverable Costs

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

7.15 Legal Aid

This firm does not carry out work on a Legal Aid basis; all work carried out for you will be on a private fee-paying basis.

7.16 Legal Expenses Insurance

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

7.17 Abortive Work

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

7.18 Small Credit Balances

Sometimes we find that we hold small credit balances on behalf of clients after completion of business conducted on their behalf and the address or contact details we have for the client are no longer current. In those circumstances, where the balance is over £50 the Rules require that we make reasonable endeavours to trace the client and we may charge a fee for this. If the client is untraceable or if they fail to respond to our communications, we may send the funds to The King's and Lord Treasurer's Remembrancer ("KLTR") who will charge an administration fee for the money to be retrieved in the future. For balances under £10, we reserve the right to send this to a charity of our choice.

8. Anti Money Laundering and Proceeds of Crime

We are obliged by law, along with all other solicitors, to comply with all civil and criminal legislation currently in force. This includes the Proceeds of Crime Act 2002 and The Money Laundering, Terrorist Financing and Transfer of Funds (Information on the Payer) Regulations 2017 as amended. In common with many other law firms, we use an approved external provider to assist in the verification exercise, and the cost of this is currently £15 + VAT per individual and / or entity, which is payable as an outlay. Our provider is Verify 365, and there are three different types of report that we can obtain; for two of these, some involvement is requested from you, but if we are going to ask you to engage in this process, we will explain this to you and do our best to answer any questions that you may have before proceeding.

8.1 Identity check

These Regulations require us to undertake identity checks on all clients by checking official documents. For individuals, we need to see and verify your identity by way of Passport or photocard, Driving Licence or similar, and we also need to see two separate items as evidence of your current home address by way of a utility bill, letter from a Government department or a bank or credit card statement dated within the past 3 months. Notwithstanding any confidentiality issues (subject to "privileged" circumstances), we are obliged to report to the authorities any transaction or activities we regard as "suspicious".

If we are instructed by a commercial organisation, we require to verify the identity of the beneficial owners who hold more than 25% ownership and voting rights and a copy of the constituting document.

As part of our identity checks, we may carry out searches with an anti money laundering service provider, which will include information from the Electoral Roll. This is not a credit check and will not affect your credit rating. Any documents and searches provided to us will be recorded and copied for audit purposes as part of our Anti Money Laundering requirements. Delay in providing any of the required documents will also delay your transaction, and we may require to withdraw from acting for you.

8.2 Handling of Funds

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

9. Document Storage

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

10. Privacy policy and data protection

During the course of providing services we will need to keep information about you. The information will be processed and kept securely in accordance with relevant data protection legislation and our duty of confidentiality. Please see our Privacy Policy and Data Protection Policy for detailed information about how we use your personal data and detailing your rights in relation to your personal

data. The Privacy Policy and Data Protection Policy (including our cookies policy) are available on our website, at <https://www.mitchells-roberton.co.uk/legal-notices/privacy/>

11. Copyright and Third Parties

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

12. Insurance Business

If we conduct any general insurance business for you e.g. obtaining title indemnity insurance on your behalf, we may obtain insurance quotations and other advice from insurance brokers, (e.g. obtaining title indemnity insurance, or an insurance policy in connection with an executry), we may obtain insurance quotations ourselves, or obtain these and other advice from insurance brokers. We may assist you with arranging and administering the insurance, including the handling of any claims. Specific insurance business which we undertake on your behalf will be confirmed to you in writing. We will not comment on any advice from an insurance broker. The insurance business which we can conduct on your behalf is thus limited in scope. We are not in any way owned or controlled by, and we do not have any ownership or control of any insurance business.

13. Investment Advice

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

14. Other Third Party Advice

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

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

15. Professional Indemnity Insurance

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

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

Having regard to this, our liability to you shall be limited to £2,000,000 per individual claim or series of related transactions and claims. We consider that this is reasonable. Should you consider this limit to be inappropriate having regard to the matter we are conducting for you, please let us know and we

shall be happy to discuss the issue further. No variation of this term shall, however, be effective unless issued in writing by us.

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

16. Complaints

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

You have the right to make a complaint to the Scottish Legal Complaints Commission, 12-13 St Andrew Square, Edinburgh, EH2 2AF, enquiries@scottishlegalcomplaints.org.uk. You can find details - and access a complaint form and information about the time limits for making a complaint - from the SLCC website www.scottishlegalcomplaints.org.uk or phone them at 0131 201 2130.

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

17. Applicable Law

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