



Terms of Business and Engagement

Thanks for instructing Macnabs LLP (“Macnabs”). This document is the “Terms of Engagement” referred to in the accompanying letter / email of engagement and will apply to the above matter.

It is not necessary for you to accept these Terms of Engagement in writing – by continuing to instruct Macnabs after these Terms of Engagement have been issued, this will be deemed to be acceptance of the Terms of Engagement.

These Terms of Engagement will remain in force until the matter which they cover is substantively complete, or we write to advise you that our involvement in the matter is at an end, or we write to tell you that our Terms of Engagement have been varied.

We hope that you will not need to bring our relationship to an end but, if you do, you are free to terminate our appointment at any time in accordance with the termination provisions herein.

The accompanying letter / email of engagement will provide you with details of who is responsible for your matter on a day-to-day basis. Should there be a change in that you will be advised as soon as possible.

Professional Codes of Conduct

Like all Scottish Solicitors, we are members of the Law Society of Scotland and subject to its professional rules and code of conduct. We are also subject to the Scottish Legal Aid Board’s codes of conduct.

Communication

As your solicitors, we can only act when you ask us to act and when you give us the information and instructions we need to undertake your work. We rely on the information (dates, figures, etc.) and other data that you provide us with. Should your contact details (address, email or telephone numbers) change from those initially given to us, you should advise us immediately.

Where we are acting for more than one person, (i.e. joint parties, husband and wife, trustees, executors or a limited company with more than one director or the like) we will be entitled to take instructions from one party alone and will be entitled to assume that their instructions represent those of all parties, unless you specifically instruct us otherwise.

Only you may instruct us (although you may authorise others to give instructions on your behalf) and that can be done verbally, in writing, or by email. If your email instructions are important, or if you

do not receive a reply to your email acknowledging those instructions, then you should follow these up with a phone call. We might ask you to follow up verbal instructions in writing. If at any time during the matter your instructions change, you must notify us of this immediately. If you do not, we may carry out your previous instructions and be unable to change the outcome. Please do not assume that we have knowledge of matters specific to you and your transaction – you must make us aware of all the relevant information that you yourself have.

Sometimes we might need to ask you to sign documents at short notice – you must make yourself available to do so. If you are to be unavailable, for example on business or on holiday, you must let us know and provide alternative contact details, and you must give us the sufficient time to make alternative arrangements to have documents signed during your absence period.

Depending on the type of work you have asked us to do, we will advise you at the beginning of your transaction how long we think it will take, but we hope you will understand that it is not always possible to give a definite timescale. Remember, we can only act on the information that you give us and sometimes we need information from third parties such as other solicitors. Any delay in advising us of your instructions or in obtaining information from third parties can cause delay, and we cannot be responsible for any loss you might suffer as a result of such delay.

We will advise you at regular intervals regarding the progress of your work and keep you informed of all significant developments. If you are uncertain about what is happening at any time, please just ask.

Conflict of Interest

We are not, at present, aware of any conflict of interest preventing us from acting on your behalf. If you are aware or become aware of any person or organisation for whom we have acted or presently act or have or have had a connection with who may have a contrary or conflicting interest to you, you must advise us immediately.

If we become aware that a conflict of interest exists or may exist, we shall take steps to advise you (and, if appropriate, the other party in conflict) and it may be necessary for us to withdraw from acting. In that event we would help you instruct another solicitor. If we have to withdraw from acting, all fees, VAT, costs and outlays up to the date of termination of our relationship will become due and payable.

Critical Dates

In many types of work that Solicitors carry out, there can be critical dates by which certain things need to be done. We can only advise you as to when such a date may apply if we are provided with the correct information. It is therefore important that whenever we ask you for information about dates that you are as accurate as possible. We cannot be held liable for the consequences of you providing us with inaccurate information.

Similarly, although we will advise you of such a date where it may apply, it is for you to ensure that you provide us with the appropriate instructions to take the necessary action sufficiently in advance of that date.

Equality Act 2010

We are conscious that some of our clients may suffer from conditions that, for the purposes of the Equality Act 2010, might be deemed a “disability”. As a firm we wish to ensure that not only do we comply with the requirements of that Act but, more importantly, that wherever possible we make it easier for our clients to access our services. If we do not know of any “disability” or requirement that you may have, we are unable to do that. We would therefore ask that if you feel that the Act applies to you and that there are reasonable adjustments that we can make to assist you, please let us know. In the first instance, we would ask that you put this in writing to the fee earner handling your case.

Fees and Outlays

Our fees will be charged and fee notes issued in accordance with the following conditions. For some types of work, we will have been able to agree the level of fee with you before any work is carried out. All fees are subject to VAT at the current relevant rate at the time of issue. You also require to pay any outlays we reasonably incur on your behalf.

Where we are instructed by more than one party, then all parties (including, for example, trustees, executors, and partners) are, by acceptance of these Terms of Engagement, jointly and severally liable for payment of our fees, VAT, costs, outlays and interest.

If we are instructed by a limited company, then acceptance of these Terms of Engagement means that the directors of such company are jointly and severally liable along with the company for payment of our fees, VAT, costs, outlays and interest.

Where your initial instruction leads to further separate, but related, work (e.g. an executry estate of a deceased person, which leads to the sale of the deceased person’s house) we may issue separate fee notes for the separate transactions.

If a fee estimate is attached to this agreement, the fees shown are based on our estimate of the work involved in completing the transaction on the information provided at this time.

If a fee estimate is not attached, then it means that, because of the nature of the work, we cannot give you a fee estimate. Our fee will be arrived at by totalling the amount of time we spend dealing with your matter, and by looking at all letters, telephone calls, documents prepared, and so on.

Our hourly charge out rate for our personnel is currently as follows:

Partner	£360 per hour (£36.00 per unit)
Consultant	£325 per hour (£32.50 per unit)
Senior Associate	£325 per hour (£32.50 per unit)
Associate	£320 per hour (£32.00 per unit)
Senior Solicitor	£290 per hour (£29.00 per unit)
Solicitor	£280 per hour (£28.00 per unit)
Accredited Paralegal	£280 per hour (£28.00 per unit)
Trainee Solicitor	£220 per hour (£22.00 per unit)
Paralegal	£200 per hour (£20.00 per unit)

Other Staff £150 per hour (£15.00 per unit)

We review these every year on the 1st January and will advise you of any changes to these rates on request.

A unit is based on an hourly rate and there are 10 units per hour.

We charge for letters and documents on the basis of a Unit charge as follows:-

- Letters (per page of 125 words or part thereof) 1.25 Units
- Framing formal deeds, court writs, figured accounts and contractual documents (per sheet of 250 words or part thereof) 5.00 Units
- Framing other documents, including documents created from a pro-forma or style (per sheet of 250 words or part thereof) 3.00 Units
- Revising documents is charged at half of the above
- Framing and extending witness statements (per sheet of 250 words or part thereof) 1.25 Units

If the work we agree to undertake for you changes in type or nature or becomes more complex, we might have to charge you more. If the basis for charging for an item of work is not set out in these Terms of Engagement, or if additional work is needed, we shall charge a fair and reasonable fee, which may be assessed by a suitably qualified Scottish Law Accountant / Auditor of Court.

During the course of a matter, we may be obliged to and/or normally incur outlays and costs on your behalf and you will be responsible for the cost of these. By accepting our Terms of Engagement, you agree to us incurring and settling these outlays (as these are incurred). The cost of these can vary and there might be other outlays or costs depending on the exact nature of your transaction. We do reserve the right to incur any essential additional outlays and costs on your behalf, without reference to you, if we consider these to be necessary. You may be asked to meet the cost of outlays and costs in advance or as they are incurred. Please note that outlays do not form part of our fee. They are payable to other businesses and organisations and we simply co-ordinate payment of them for you.

We might sometimes need to instruct third parties to act on your behalf, (e.g. court agents, counsel, surveyors, accountants, etc.) with the necessary skills and experience required to assist with matters - if we do need to do this for you, we can arrange this at our discretion. You are responsible for any fees, VAT and outlays charged by such parties.

We may charge interim fees based on time spent to date, periodically at our discretion throughout the duration of your matter. All interim and final fees and outlays require to be paid within 14 days of the billing date. If we have agreed to restrict your fee and payment is not made within that 14 day period, then we reserve the right to charge the unrestricted fee in full. We reserve the right to charge interest at the rate of 8% on unpaid fees and outlays.

If any fee to be charged is over £150 (excluding VAT), then you will, in addition to that fee, be charged posts and incidents at £35 plus VAT (which will also cover the costs of any electronic identity / address verification / anti-money laundering checks).

This will not apply to Executry Estates, Trust Estates or Power of Attorney management, for each of which there is a different fee assessment structure (see further addendum relating to private client matter fees below).

Sometimes, we might receive commission payments from third party providers and details of any such commissions paid to us can be provided to you on request.

We are entitled to deduct fees, VAT and any outlays/costs incurred on your behalf from any funds which might belong to you which we hold in our client account on your behalf.

If the work we are carrying out for you involves you transacting with another client of our Firm and, if the transaction involves a transfer of funds from you to another of our clients, then your acceptance of these Terms of Engagement constitutes your agreement to our transferring funds to another client ledger for the purposes of your transaction.

We can accept payment by Switch/Visa/MasterCard/Delta Solo/Visa Electron and JCB cards and, of course, by cheque or bank transfer. If payment is by card we reserve the right to pass on the transaction charge levied by the card processor.

If on completion of your matter we hold a credit balance for you of less than £50, and we do not have current contact details for you, then we will transfer that credit balance to our charity ledger. Each year a registered charity or charities is/are chosen by our firm to receive any such small credit balances and the funds are transferred to the charity/charities in January each year. If, at the end of your matter we hold a credit balance of £10 or less, this may be retained by us.

If at the end of the transaction you are unhappy with our fee, then you may ask for an independent assessment of that fee by an Auditor of Court. The Auditor of Court will make a charge for the work he/she does in assessing the fee, and you will be responsible, in the first instance, for that charge. This assessment process is known as "taxation". The Auditor of Court will fix a fair and reasonable fee in the circumstances of the matter and may fix a fee that is higher or lower than our original proposed fee. If it is lower, then we will reimburse you the Auditor's charges and reduce our fee. If, however, a higher fee is fixed or the original fee is confirmed as being fair and reasonable, then you will pay the Auditor's charges and we will have the right to invoice the higher fee as assessed by the Auditor.

Value Added Tax ("VAT")

VAT at the applicable rate at the time of invoicing will be charged where appropriate. Our VAT registration number is 268 8443 14.

Legal Aid

If you have requested and are at present eligible for **Legal Advice & Assistance** from The Scottish Legal Aid Board then the accompanying letter / email will advise you of this and advise you what

your contribution is. Any contribution due by you **MUST** be paid directly to this office. We have the right not to undertake or to suspend work on your behalf until the contribution payment is received.

If the matter you have instructed us to deal with requires work to be undertaken by us in a Court, you will require to complete further forms to apply for full Civil Legal Aid. It is very important that these forms are returned to us promptly as there are very tight deadlines for us to submit them. You must provide all the information required as soon as it is requested. If you do not complete the forms or provide all the information and Legal Aid is refused, you will have to pay yourself for any work carried out.

If you are granted **Legal Aid**, but are required to pay a contribution, it is very important that you make payment of that **to the Legal Aid Board**. If you do not, your Legal Aid Certificate may be suspended and you will have to pay yourself for any work carried out.

If you have to meet our fees yourself, we will charge you in accordance with our terms on fees and outlays narrated in these Terms of Engagement.

If you recover or preserve any money or property as a result of the work we do, the Legal Aid Board will recover (“clawback”) the amount of our fees and outlays from that money or property. This is the case for both Legal Advice & Assistance and Civil Legal Aid.

In circumstances of unusual complexity (or as specified in the Legal Aid Regulations) we may apply for an uplift in fees to be paid by the Scottish Legal Aid Board at the end of the matter. This may affect the amount you receive if clawback applies. We will advise you if this occurs. You can, of course, ask for more information about this as your case progresses.

Cleared Funds

The Law Society of Scotland has issued guidelines to all solicitors in relation to cleared funds. We cannot issue a payment on the strength of

1. a cheque paid to us
2. a credit card payment made to us
3. or a bank transfer sent to us

until that payment has cleared. Clearance of such a payment can take five banking days, not counting the day the payment is instructed.

If we need to have cleared funds from you, it is your responsibility to ensure that these clear in time -please remember the clearance time. We **cannot** utilise these funds until that period has expired.

Payments to you

Please note that we will only pay any cleared funds due to you by cheque or bank transfer to your nominated bank account (which must be an account held in your name). We do not make any payments in cash. Payments can only be made to you and not to any third party nominated by you or split between multiple bank accounts. Any bank charges incurred for the transfer of funds will be payable by you.

Email, mobile and virtual communications

Email, mobile telephones and virtual or online meetings are potentially insecure methods of communication. Information communicated may be intercepted, lost, amended, delayed, destroyed or unreliable. Where virtual or online meetings take place, you accept that these may involve the transfer of data over the internet and networks which may not be controlled by us. We shall take reasonable steps to maintain confidentiality in our communications with you. However, we shall not be liable for any loss or damage which you may incur as a result of such communications. If you do not wish to use such methods of communication, then you must advise us in writing.

Where telephone, virtual or online meetings take place you agree that (1) online meeting facilities made available by us to you (including links, passwords, etc.) are provided solely for your use and are not to be shared with anyone else without our express permission (2) that you shall not make a recording of all or part of any meeting without our prior approval (3) that such meeting may experience technical difficulties/interruptions.

Fraud

A fraud can occur where bank details are sent by email. The email can be intercepted by fraudsters, and details changed so as to divert funds into the fraudsters' bank account. This can happen to both money we are sending out, and money being sent to us..

To minimise that risk:

- We may ask you for your bank details in our ID questionnaire at a first meeting or in a first telephone conversation with you.
- We will only accept bank details in a telephone call made **by us to you** on the phone number or numbers you have given us.
- We will not under any circumstances accept instructions to change those bank details in response to any form of communication other than a telephone call by us to you.
- We may seek dual verification (i.e. from two different sources, such as telephone call by us to you, and by email or letter) of bank account details before instructing any payment.
- For payments to us, our client account details are as follows:

Bank: Royal Bank of Scotland plc, Chief Office, Perth
Account Name: Macnabs LLP Client Account
Account No.: 00709413
Sort Code: 83-47-00

You should **never** accept instructions to use different bank details from those provided above without confirming directly with us (both verbally AND in writing).

Interest on Cleared Funds

Our policy is that we will not ordinarily place cash deposits in an interest-bearing bank account. However, where the sum we are holding for you and the length of time we reasonably anticipate requiring to hold the money is likely to result in total bank interest of £100 or more, then the funds may be placed on an interest-bearing client deposit bank account. Interest will be earned on such funds at the rate paid on the appropriate Client Monies Service Investment Account by the Royal Bank of Scotland plc.

Money Laundering and Proceeds of Crime

Macnabs must, along with all other Solicitors, comply with all Civil and Criminal Legislation in force and this includes all legislation relating to the Proceeds of Crime and Money Laundering. To meet our statutory duties under this legislation, we are required to confirm the identity of all clients and that of directors, partners, trustees, shareholders, controlling and beneficial parties.

Even although we may know you personally and you may be a long-standing client of Macnabs, we **must** verify your identity and other details by checking official documents. It is important that we have the information we need from you as early as possible in your matter. **We ask that all necessary documentation is provided to us within 14 days of commencement of your matter and, if it is not, then this may cause a delay in your matter.**

As part of our identity checks, we may require to make searches, sharing your personal information (e.g. name, address, date of birth, etc.) with a Credit Reference or Fraud Prevention Agency. This is not a credit check and will not affect your credit rating. These agencies may record the details of the search. Any documentation provided to us will be recorded for audit purposes as part of the firm's anti-money laundering requirements. If a fee is incurred by us for undertaking a search, we reserve the right to recover this from you as an outlay/disbursement in accordance with our policy on outlays/disbursements, noted above.

In line with our statutory duties, we will ask if you are a PEP (that is a "politically exposed person"). A PEP is someone who works in a senior position in Government, whether in the UK or abroad, for example, Government Ministers, Supreme Court Judges and Directors of State-Owned Enterprises. A PEP also includes a close family member or close business associate of such a person. If you are not sure whether you fall into this category, please ask us. If you believe you are a PEP you **MUST** disclose this to us.

In certain circumstances, we are legally obliged to provide confidential information to certain authorities without your instruction. In such circumstances, we may be required to (and we shall be entitled to) cease work on your matter until we receive formal authorisation from such authorities to continue.

We cannot accept payments in cash of more than £500. The only exception to this rule is if we are collecting a debt on your behalf and payment is offered in cash. In this case, we may accept £2,000 in cash.

We may, in exceptional circumstances, agree to accept a Bank Draft but only by prior agreement and provided that, in our view, reasonable evidence of the source of funds of the Bank Draft is provided at the same time. We do not make any payments in cash.

By accepting these Terms of Engagement, you agree that any payment, whether by cheque, CHAPS, BACS or FPS that you make to us will be from a Bank Account in **your** name. We cannot agree to any variation to this and please note that, if you send us funds by any other means, this will cause a delay to your transaction whilst we are obliged to investigate and obtain clearance before any such funds can be utilised by us. This will result in additional costs to you. We might need to ask you to provide us with evidence of where the funds being provided by you come from and how they have been accrued. We are obliged to ask you for this information by anti-money laundering regulations and our Law Society of Scotland rules. If your transaction requires, we may ask you to complete a Source of Funds form. You must fill in the Source of Funds Form accurately and completely and return it with the evidence requested, and failure to provide this and any ancillary information timeously may cause delay.

It is very important that you make us aware immediately of any changes to your funding arrangements. If you send money to us and you have not provided the evidence of where the money is coming from, then this may mean the payment is rejected or cause delay to your transaction. It could lead to you being in breach of obligations or contract, liable for financial penalties and/or not being able to move property on the day you want to.

We will hold any information provided by you for purposes of our compliance with legislation on anti-money laundering and professional regulations (this is currently for a period of 7 years from completion of the matter).

If you request the return of your file or its transfer to a third party within 7 years of completion of the matter, we will make and retain a copy of your file in order to ensure our compliance with anti-money laundering and other professional regulations.

Third Parties

Where third parties have been instructed by us on your behalf (e.g. expert witnesses, counsel, surveyors, etc.) or which you have instructed, we are not liable for the level of service or advice provided and are not responsible for any act or omission of any such party.

Incidental Financial Business and Indemnity Insurance

In carrying out work for you, we may transact incidental financial business under the Financial Services and Markets Act 2000, for example by arranging a Bond of Caution in an Executry matter or the sale or purchase of shares in an Executry matter. The activities we are permitted to carry out are limited under the incidental financial business regime. We **will not** give any advice to you in relation to the suitability of any financial product, insurance contract, the sale or retention of shares or in relation to any other matter falling within the definition of incidental financial business. Any work of this nature will be limited, and may include, for example, only our instructing other regulated professionals on your behalf and, if appropriate, following their recommendations. Macnabs is not authorised by the Financial Services Authority under the Financial Services and Markets Act 2000 but is licensed by the Law Society of Scotland to carry on incidental financial business under the Solicitors (Scotland) (Incidental Financial Business) Practice Rules 2004.

Macnabs has Professional Indemnity Insurance under the Law Society of Scotland's Master Policy. The cover is provided by a panel of insurers with the lead insurer being Royal & Sun Alliance

Insurance plc, of 15 York Street, Glasgow, G2 8LA. Coverage is worldwide. The current level of indemnity on the Master Policy is £2 million for any one claim or series of claims arising out of one event. By accepting these Terms of Engagement and continuing to instruct us, you accept that any claim you may make against us is restricted accordingly in light of this claim limit.

We are instructed by you and are carrying out work for you. We do not accept liability to any third party other than you, who may be affected by the advice we provide you or the work that we carry out for you.

Macnabs is established as a limited liability partnership (“LLP”). As such, any liability that may be incurred during the course of the work that we carry out for you is incurred by the LLP and not by any individual person

Macnabs is also covered by the Scottish Solicitors Guarantee Fund established for the purposes of making Grants in order to compensate persons who, in the opinion of the Council of the Law Society of Scotland, suffer pecuniary loss by reason of dishonesty on the part of a Scottish solicitor in connection with the practice of the solicitor.

Tax advice

We do not provide you with advice on taxation matters unless we specifically agree, in writing, to do so. We will not be liable for any loss or disadvantage that may arise from the tax consequences of any matter unless we have specifically agreed to provide tax advice. Where work which we do for you may have taxation implications and we are involved in drafting or revising documents for you which may have taxation implications, we will only be doing so based on information and advice received from you or your taxation advisers, unless otherwise agreed in writing by us.

Storage of documents

If we are instructed to obtain/hold documents for you such as title deeds, wills, powers of attorney, separation agreements, etc. we will not check the validity or content of these documents (unless you specifically instruct us and we agree to do so) and will simply store these on your behalf. Any documents stored will be within secured premises but not necessarily in fire-proof conditions. We reserve the right to charge for the storage of documents. Any such custody charge will be agreed with you or will be reasonable.

Using your Personal Information and Confidentiality

We are registered with the Information Commissioners Office and comply with the General Data Protection Regulations (“GDPR”).

Personal information which you supply to us may be used in a number of ways, for example:

- To carry out the work you have instructed
- For fraud prevention
- For audit and debt collection
- For statistical analysis

We may share your information with:

- Third parties responsible for determining disputes, such as Courts or tribunals, etc.
- Other professionals we need to instruct on your behalf, such as surveyors, accountants, counsel, court agents, etc.
- Professional bodies, including the Law Society of Scotland, Scottish Legal Complaints Commission, etc.

We will not disclose any confidential information relating to you or any matter handled by us on your behalf, unless with your consent, except in the proper course of the matter we are instructed in, to help prevent fraud or if required to do so by law or regulatory authority or our professional indemnity insurers. Please note that we may share confidential information relevant to the matter amongst instructing clients (eg. in the case of an executry estate, that would be amongst all executors, or in the case of a trust, amongst all trustees).

We use a document management system operated by a third party company. That system is cloud based and accordingly information about your matter will be held by that Company in their UK-based data centre. We hold an agreement with them which requires observance of client confidentiality.

For further information on how your information is used, how we maintain the security of your information, and your rights to access information we hold on you, please write for the attention of our Data Protection Officer, Macnabs LLP, 10 Barossa Place, Perth PH1 5JX Email: mail@macnabs-law.co.uk

Termination of Appointment

Either of us may terminate our professional relationship at any time by giving written notice to the other. Of course, we hope that this will not happen but, if it does, you must pay all fees, VAT, costs and outlays incurred prior to such termination and properly due to us. Should you wish the correspondence file and any documents transferred to another solicitor, an additional charge to cover our reasonable time and costs incurred may be made by us in relation to this request. Delivery of any file and documents shall only be made upon payment of all outstanding fees, VAT, costs and outlays (including any additional charge as above).

Right to Cancel

If we first met with you away from our offices, you have the right to cancel the engagement of our firm within 14 days of your receiving these Terms of Engagement (which shall be deemed to have been received 2 days after being sent) without giving any reason.

This cancellation period expires after that 14 day period ends.

To cancel then you need to tell us about this in a clear statement, such as a letter or an email. You need to inform us at **Macnabs LLP 10 Barossa Place, Perth PH1 5JX, Fax 01738 638594, Email: mail@macnabs-law.co.uk** To cancel within the 14 day period it is sufficient that you have sent us your communication confirming that you are exercising your right to cancel within that 14 day period. You will not incur any fees if you decide to exercise your right to cancel unless you had within

that period requested us to start work for you during the cancellation period. In that case, you shall pay us an amount which is in proportion to what has been performed until you have communicated your cancellation to us. If you do request us to start work within the cancellation period and acknowledge that if we complete the contract by performing the work you requested, you will lose the right to cancel.

Ownership of Intellectual Property Rights

It is rare that a complete transaction is unique and original. For the most part, some of the letters, contracts, other documents and advice that we produce are produced from documentation and knowledge that we have accumulated over many years and all Intellectual Property Rights in such documentation we prepare remain the sole property of Macnabs.

Feedback and levels of service

We always aim to deliver a high level of professional service and value our relationship with you.

From time to time difficulties or misunderstandings may occur and we are always happy to discuss these. If you have any comments you wish to make about the service you received or wish to make a complaint please, in the first instance, contact the person who has been dealing with the matter for you, and they will endeavour to resolve matters to mutual satisfaction.

If, however, you feel that you wish to have the matter reviewed, then please contact our Client Relations Partner, Stewart Baillie, Macnabs LLP, 10 Barossa Place, Perth PH1 5JX (Telephone 01738 623432) Email: stewartbaillie@macnabs-law.co.uk. A copy of our Complaints Policy can be provided upon written request.

We recognise that Alternative Dispute Resolution Regulations have implemented ADR/EDR Directive 2013/11/EU to promote alternative dispute resolution as a means of redress for consumers in relation to unsatisfactory service. 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 our Client Relations Partner (detailed above).

If resolution cannot be achieved between us, then you may refer the matter to the Scottish Legal Complaints Commission ("SLCC"). Their service is free and their Gateway Team will advise you what you need to do. Please note that there are specific time limits in which the SLCC can accept complaints. The contact details for the SLCC are:-

Telephone	0131 201 2130
Email	enquiries@scottishlegalcomplaints.org.uk
Website	http://www.scottishlegalcomplaints.com
Address	Capital Building, 12-13 St Andrew Square, Edinburgh, EH2 2AF

Your file

We operate electronic files/filing and by instructing us you agree to having your records and documents stored in that manner. The electronic file will be retained by us in accordance with our retention policy. If you wish further information on this, please contact us.

When your matter is completed, your paper file and/or electronic file will be archived in our file store. We hold and destroy files and papers in accordance with the Law Society of Scotland's guidance on file destruction. If you do not wish your file or papers to be destroyed, then you must tell us this in writing before this matter completes.

If you have provided us with any documents (for example, paperwork previously belonging to a deceased person for the purpose for an executry estate administration) we will retain within the file only those papers in our opinion pertinent to the work required. In respect of any other papers provided to us, on completion of the matter, we will ask whether you wish these returned to you or securely destroyed. If no instruction is received from you, we reserve the right to have any such paperwork securely destroyed.

Governing Law

These Terms of Engagement are governed by the Law of Scotland and are subject to the exclusive jurisdiction of the Scottish Courts.