



TERMS OF BUSINESS
and CLIENT CARE GUIDE
of Murray Beith Murray, Solicitors

TERMS OF BUSINESS

The purpose of this document is to inform you of our terms of business. It contains information which the Law Society of Scotland Practice Rules requires solicitors to provide to their clients. It also outlines circumstances in which we may be required by law to report transactions to regulatory authorities and / or suspend the work on a client's affairs (in some cases without informing the client). It explains the way in which we will deal with your work and how we charge for our services. It also provides certain other information which we, as solicitors, are required to give you.

Since this document sets out the basis on which we will act for you, and which you accept by instructing us in any matter, it should be retained for future reference.

On individual matters we may also send you a separate letter of engagement containing information relevant to that matter. If there is any contradiction between these terms and those contained in the engagement letter, the latter will prevail.

Instructions and Client Authority

Instructions may be given to us in writing (including by e-mail) or verbally. If there are any changes to your instructions, please notify us immediately. We will act upon your personal instruction, or upon the instruction of someone authorised on your behalf provided that we have reasonable grounds for believing that the author of the instruction has authority to give such instruction. We reserve the right to decline to carry out an instruction if we have not been provided with relevant information, sufficient funds or where to do so would require us to breach any law or the practice rules of the Law Society.

Where we act for more than one person, each of them will be jointly and severally responsible for the instructions given to us and for any fees, outlays and resultant interest which arise. If we are given instructions by a limited company or partnership then, unless agreed with you in advance, the directors or partners are jointly and severally liable along with the company or partnership for payment of our fees, outlays and any resultant interest.

Communication

In the absence of specific contrary instructions from you, we shall be entitled to communicate with you by e-mail. You are responsible for checking your e-mail account for communications from us, and for updating us in relation to any change to your e-mail account.

Conflict of Interest

Except in certain, very limited circumstances where the parties are related or connected, we cannot act for two or more parties if they have conflicting interests. Prior to accepting your instructions, we will ascertain with you whether any potential conflicts might arise. If, following investigation, we decide that we are unable to act for you, we will confirm this to you in writing. If a conflict arises between or among our clients in the course of dealing with their affairs, professional conduct rules will prevent us from continuing to act for some, or possibly all, of the relevant parties although, in some circumstances, we could be permitted to act for one of the clients concerned. In the event of such conflict arising at any time in the course of acting for you, we will alert you immediately.

Confidentiality and Privacy

Information provided to us will be kept strictly confidential and will not be disclosed to third parties unless so authorised by you or required by law. We comply with the requirements of the Data Protection Act 1988 and Regulation (EU) 2016/679, commonly known as the General Data Protection Regulation or GDPR when dealing with your personal data. Full details about our processing of your personal data including the lawful basis on which we are processing it and your rights as a data subject are provided in our Privacy Notice, which is available at <https://www.murraybeith.co.uk/murraybeithmurrayprivacypolicy.htm>

Additionally, unless you instruct us not to do so, we may use your contact details (e.g. name, address, e-mail etc) to send you information and materials about our services and legal business which we think may be of interest to you. If you do not wish to receive such information and material from us please let us know by e-mail. We confirm that none of your details will be passed to third parties for marketing.

Identification and reporting (Money Laundering)

In common with other professionals, we are required by law to make identity checks (and sometimes to establish the source of funds) in order to prevent money laundering and the sanitisation of the proceeds of crime. In some cases we may also have to carry out (or review) identity checks for existing clients.

In order to verify your identity we may conduct electronic searches using fraud prevention agencies. These searches will include information taken from the Electoral Roll. In addition to the electronic search, we may ask you to provide at least one document of confirmation of your identity, address, or both. Any documents or information provided to us will be recorded, retained and copied for audit purposes and may be provided to third party organisations for the purposes



of progressing transactions on your behalf and to fulfil statutory and regulatory requirements.

By accepting these Terms of Business, you consent to the search for, and processing of, information by electronic means and its use as set out above.

We are also required to report to the relevant authority on client transactions where there is knowledge or suspicion of criminal conduct. In this situation, we may be obliged to suspend work. Sometimes the law will prevent us informing the client that a report has been made or of the reason for suspending work. Evasion of tax (as distinct from its lawful avoidance) falls within the reporting requirements.

It is in your interests to supply identity information promptly. Failure to do so, or failure to respond to queries as to sources of funds, may lead to delay or to our having to refuse to advise or proceed until checks are complete.

Professional Fees

The basis on which we shall charge you fees for a particular piece of work will be set out in a separate Letter of Engagement setting out the arrangements to apply in relation to specific transactions or pieces of work. VAT is payable by you on all fees.

We will always issue invoices in the name of our client but, where you have agreed with another party that he, she or it will be responsible for your legal fees, we will enter the address as being care of the third party. Please note that, in such circumstances, we cannot issue a VAT invoice to the third party, and therefore he, she or it will not be in a position to reclaim the VAT charged on our fees or any disbursements. In the event of non-payment of our fees by the third party, you will be responsible for settling our invoice(s).

Where we provide an estimated or fixed fee, it will be assumed that there will be no material changes in respect of the work to be carried out. Material changes include unusual delays; increased urgency; increased complexity; a change in instructions or additional work; or any other change having an impact on the work being carried out.

If we become aware that our fee is likely to exceed significantly any original estimate or fixed amount, we will advise you as soon as possible as to the reason for that increase. A further estimate or revised fixed fee will be issued to you for the additional work required to complete the matter. Unless we hear from you to the contrary within five working days of our issuing a new estimate or revised fixed

fee, we will assume that you accept the new estimate or revised fixed fee. If any new estimate or revised fixed fee is unacceptable to you, we shall discuss with you how and by whom the work is to be completed, and we shall then invoice you for the work carried out by us up to that date.

In all cases, we may issue invoices on an interim basis as work progresses and, in any event, for on-going work fee notes will be issued at regular intervals (as agreed with you).

In the event that a transaction or piece of work is aborted or terminated, for whatever reason, we will issue a fee for all work done up to the point at which it is necessary to cease work, together with all outlays incurred by us on your behalf and including any time spent in relation to the transfer of such work to another professional adviser. The responsibility to meet our fees and outlays remains with you regardless of any arrangements with, or rights against, other parties or any court order or anticipated order.

Our hourly fee rates are subject to review at least annually, and the rates are available on request. An increase in hourly rates will also apply in the case of promotion of the person dealing with your work to a more senior grade. In that event, you may, however, request that another member of staff is assigned to deal with your work and where we are able to meet that request, we shall do so.

As a general rule, our fees are normally based on the time spent in carrying out a piece of work. In addition to the time spent, we reserve the right to take the following factors into account when determining the level of any fee: -

- The amount or value of any money, property or transaction involved
- The complexity of the matter, or the difficulty or novelty of the questions raised
- The skill, specialised knowledge and responsibility involved on the part of the fee earner
- The length, number and importance of any documents or other papers prepared or considered

This may mean that, on occasion, the fee charged may be at a discount or at a premium to the time spent.

Outlays

In addition to our professional fees, we will ask you to pay for any outlays, significant photocopying charges and out of pocket expenses incurred by us on your



behalf. We may ask for a sum on account before such outlays are incurred, or invoice you immediately afterwards.

Independent Fee Assessment

The Auditor of Court is always available to provide an independent assessment as to what may be determined as a fair fee for any piece of legal work carried out. On occasion, and to ensure that a file has been correctly charged, we may choose to send the file to the Auditor. In that event, and unless otherwise agreed with you, we will be responsible for the payment of the Auditor's fee.

Should you be dissatisfied with a fee charged by us, you are entitled to ask us to have the Auditor review the file and set the fee for the work carried out. If the Auditor reduces the amount of the original fee, we will only charge that reduced amount and the Auditor may require us to meet his costs. If the Auditor confirms that our fee is correct or undercharged then you will be responsible for the Auditor's costs. In such a situation, we reserve the right to increase our fee to the sum assessed by the Auditor.

Payment of Fees

Our fees and outlays are payable on receipt. In the event of non-payment within thirty days we shall be entitled to charge you interest at the rate of 5% above the Royal Bank of Scotland base rate applying at the time, calculated on a daily basis.

We shall be under no obligation to carry out any further work for you until outstanding invoices have been paid in full. We shall also be entitled to set off any sums due to us against any credit balance or deposits held on your behalf before sending you the balance. We also reserve the right to cease acting for you, to suspend work or to exercise a lien (right of retention) over relevant papers, including title deeds, until all sums due to us have been paid.

Sales and Purchases of Property

When you are selling property, we will deduct all outstanding costs together with our fee from the sale proceeds as soon as is practicable after the date on which the sale is completed. When you are buying property, fees and costs will be payable by you by agreement but no later than the date on which we are due to settle the purchase price with the solicitors acting for the seller.

Use and Purpose of Advice or Reports

Any advice given or report issued by us to you is provided solely for your use and benefit and only in connection with the matter on which we are advising or for the purpose specified when giving the advice. You shall not provide such report or details of our advice to any third party without our prior written consent. Irrespective of whether we give our consent, we shall assume no responsibility and have no liability to any third party to whom the advice or report is disclosed.

Cash Management

An integral part of the affairs of many clients may include Cash Management, entailing:

- Collection of sums on your behalf
- Remitting funds to your bank account
- Paying of bills (or other sums) to third parties

Payments can only be made to the extent of cleared funds held on your behalf.

Where you instruct payments to, or on behalf of, other clients of the firm, we will require the instruction to be in writing to meet the requirements of the Accounts Rules issued by the Law Society of Scotland (or by any other equivalent method if this is authorised by the Law Society).

Whereas we may, at our discretion, require confirmation from the payee of their bank details we cannot guarantee that this confirmation will be obtained. Consequently, we will rely on the information you provide us and make payment to that account. We will not be liable for any losses arising from any kind of fraudulent email interception or similar cybercrime that results in a payment to the account information provided by you, where it transpires that that has been fraudulently changed.

Please note that cyber fraud is increasing. Fraudsters may try to gain access to email accounts and in particular to emails containing bank details. They may then substitute other account details so that monies are sent to them rather than the intended recipient. We therefore advise you not to trust any bank details received by email. Please check with us before transferring funds to us to ensure you are using our correct bank details. We will never send you a change of bank details by e-mail. Similarly, it is important that you do not send your bank details to us by email as these could also be intercepted. We will not be liable for any losses arising from cyber crime of any form.



Where we provide a Cash Management service, we undertake to provide you with a regular Cash Account or Statement (detailing the funds held for you, and the transactions which have taken place). For individuals, subject to a de minimis interest amount of £1, we will also provide an annual Certificate of Interest from our Bankers in respect of the tax year.

We will also provide details of the balance held at any time you request this.

We may continue to hold funds for you if you so request us to do so, or in the absence of a specific request to the contrary.

Client Funds

Funds held for clients - either in our general Client Current Account, or in specified deposit account for the client - will be held with the firm's appointed Bankers, and such Bank will be a recognised principal bank regulated by the Prudential Regulation Authority and the Bank of England. If you so instruct us, funds may be placed with a Bank outwith this definition but, where there is an urgency, we reserve the right to hold the funds on an account with one of the said principal banks.

We shall not be liable for the partial or even complete loss of your funds held in accordance with these provisions due to the failure of the bank, whether in whole or in part, or as a result of nationalisation in whole or in part, or as a result of takeover or merger. We do not hold ourselves out as offering, nor do we offer through these provisions, advice as to the appropriateness of the use of individual banks for the deposit of funds, whether for funds held by us or otherwise. Nothing said or done by us under this clause or by virtue of this clause is to be construed as such advice or recommendation. We shall not be liable for the sufficiency of, nor for any fall in, the value of the bank or banks with whom such sums are so deposited from time to time or for the intromissions of any such bank.

Funds held on deposit for clients will allow instant access, unless you explicitly instruct us to make other arrangements. The rate of interest to be paid on deposits is dependent on the balance of funds held on deposit, and generally will be linked to the base rate applied by the firm's appointed Bankers from time to time. Details are available on request, and all rates are quoted gross. It may be possible to make special arrangements for substantial deposits.



Interest on deposits is normally paid quarterly, although calculated on a daily basis; and will be paid after deduction of income tax, where appropriate.

Litigation / Dispute Resolution

Where you instruct us to handle a dispute or litigation matter, we will endeavour to achieve the best result possible for you via mediation, negotiation or, if required, litigation. Success cannot, however, be guaranteed. At the outset of the transaction we will brief you as to the prospects for success and if, during the course of the transaction, events occur which impact on that earlier advice, whether positively or negatively, we will advise you accordingly and ask you to take a view as to whether or not to continue.

Indemnity Insurance and Limitation of Liability

Unless specifically agreed with you at the outset, our maximum aggregate liability for any loss arising out of, or in connection with, our acting for you shall not exceed £2 million in respect of any one claim. We are covered by Professional Indemnity Insurance under the Law Society of Scotland's Master Policy and also the Scottish Solicitors' indemnity or "Guarantee" Fund. The current limit of indemnity on the Master Policy is £2million.

We will provide our professional services with reasonable care and skill in accordance with current law, but we will not be liable to you for any loss arising out of incomplete or incorrect information supplied by you or other professionals or a third party on your behalf.

Incidental Investment Business

Murray Beith Murray WS are licensed by the Law Society of Scotland to carry out incidental investment business under the Solicitors (Scotland) (Incidental Financial Business) Practice Rules 2004 and Part XX of the Financial Services and Markets Act 2000.

Client Records

At the end of a transaction, a copy of the correspondence file will be retained. This may be the physical file used, or may be in electronic format, on a disc or other medium of the Firm's choice. We will endeavour to return to you the original documents where practicable, but other papers will not be returned unless you specifically ask us to do so. Unless we otherwise agree in writing with you, we may destroy papers, correspondence and other records (held in whatever format)



which we have held for more than 10 years after the completion of the transaction. In the case of General work (i.e. non-transactional), correspondence and other records (held in whatever format) will be held for 10 calendar years from the relevant date of correspondence.

Cancellation of contracts made at distance or off-premises

The firm is bound by The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 (the Regulations).

If you are instructing us as a consumer for a personal matter (as opposed to your trade, business or profession) and you have entered into contract with us either at a distance or off the firm's premises, then you have a right to cancel that contract within 14 days if the Regulations apply to you.

If you cancel the contract after making a request we should begin to provide services during the 14 days cancellation period, you will pay the firm that part of the agreed fee which is proportionate to those of the envisaged services which have actually been performed until receipt of your cancellation. If you have made a request to begin the performance of services, you have no right to cancel after the services have been completed.

Termination

You may terminate this Agreement at any time by providing seven days written notice to us, but you are responsible for fees and any other outstanding payments due to us until the date of termination. We are entitled to retain any title deeds, files or other papers until payment in full has been received. Similarly, we may terminate this Agreement at any time by providing fourteen days written notice to you.

Resolution of Issues and Complaints

If you have any cause for dissatisfaction about any aspect of our service, please take this up initially with your Client Partner. If you are not satisfied with the response provided to you, please contact our Client Relations Partner (details of whom we will provide on request) who will investigate the matter thoroughly and provide you with a written report. We have a comprehensive complaints policy and if you come to us with a complaint, we will provide you with a copy of the policy, which explains the procedure above in more detail. It is always our intention to deal with any complaints promptly and fairly, but if you are not satisfied with the outcome, you are entitled to take the matter up with the Scottish Legal Complaints Commission (The Stamp Office, 10/14 Waterloo Place,



Edinburgh EH1 3EG) within one year of the service ending or the conduct occurring, whichever is the greatest.

We recognise that Alternative Dispute Resolution Regulations have implemented ADR/EDR Directive 2013/11/EU to promote alternative dispute resolution (ADR) as a means of redress for consumers in relation to unsatisfactory services. We have however chosen not to adopt an ADR process.

Applicable Law

Murray Beith Murray WS are Scottish Lawyers regulated by the Law Society of Scotland, and Scots law governs our relationship with you unless otherwise agreed in writing. In the event that we are required to obtain advice on legal matters in other jurisdictions, we will seek such advice from legal advisers qualified in the relevant jurisdiction.

Anti Bribery Statement

Murray Beith Murray conducts its business with integrity, transparency and fairness. We are committed to the prevention of bribery and corruption as we recognise the importance of maintaining our reputation and the confidence of our clients. We do not accept bribery and corruption in our business, and we will not work with others who do not share our commitment to preventing bribery and corruption.

Murray Beith Murray reserves the right to vary these Terms of Business at any time by giving you not less than 30 days' prior written notice.



CLIENT CARE GUIDE

Our Service

We are committed to a policy of Client Care and we aim to provide a personalised service when acting for you. We are committed to standards of high quality and the delivery of excellent service in order to provide you with value for money. Accordingly, we exercise professional skill, care and attention in our dealings with you and will not act for you if it is not in your best interests.

Office Hours

Our normal office hours are 9 a.m. to 5 p.m. each weekday. Arrangements can be made to see you outside these hours if necessary, and messages may be left on our answering machines or sent to us by email or fax. We will respond to any message as quickly as possible.

Client Partner

We place great emphasis on the personal relationships which we establish with our clients. To that end, there will always be an identifiable person who has overall responsibility for the services provided to you. He or she is designated your "Client Partner". We will always ensure that the person dealing with your affairs is the most appropriate, having regard to urgency, complexity and cost. Although the Client Partner may not be dealing with your business personally, he or she will be kept fully informed on progress and will retain an overall view of your affairs and concerns.

Communication

We believe that effective communication with our clients is fundamental to providing a high quality service.

- **Telephone Calls**

If we are unable to answer your telephone call immediately, we will aim to return your call within one working day.

- **Emails**

We will aim to acknowledge any email from you within one working day of receipt. Where our reply is simply an acknowledgement of having received the email, we will include an indication as to when a more detailed reply will be provided.



Unless you advise us to the contrary, we shall assume that you are happy for us to communicate with you and with other related professionals by email. This includes sending documents as attachments to email messages. It is not our practice to encrypt email messages or email attachments, but this can be arranged if you so wish.

- **Letters**

We will aim to answer any letter from you within three working days of receipt. Where our reply is simply an acknowledgement, we will include an indication as to when a more detailed reply will be provided.

- **Regular Communication**

We will send you copies of important letters and advise you regularly as to progress. If you are concerned that there may be a lack of communication, please do let us know.

How you can help us

You can help us by giving clear instructions and asking questions about anything you do not understand. Please deal promptly with any queries or requests for information and let us know if there are any important time limits of which we should be aware. Please also advise us if we are able to take instructions or authorisation from anyone else on your behalf.

Feedback

We may, from time to time, send you a client survey and would ask for your co-operation in completing it so that we can continue to monitor our ability to provide a quality service and improve it where necessary.