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# TERMS OF BUSINESS

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*Your guide to how we will work with you to meet your needs*

**ALLAN McDOUGALL McQUEEN LLP**

Solicitors · Edinburgh

Effective from May 2026

To ensure that you receive the highest possible standard of service, it is important that we tell you exactly what you can expect from us and what we need you to do in return. This document, along with our letter of engagement (and any subsequent written instructions), sets out the conditions on which we will conduct business for you and forms our legal relationship. By instructing us you agree to accept these conditions in the initial instruction case or transaction and any subsequent case or transaction (even if we don't reissue or send these terms) , until such time as we amend or update same.

Please read this guide carefully and ask us before proceeding if you have any questions about it.

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## 1. INTRODUCTION

These Terms of Business, together with our letter of engagement (and any subsequent exchange of instructions by letter or email specifying our scope of work and basis of charging), set out the working relationship and terms of agreement between Allan McDougall McQueen LLP (“we”, “us” or “the Firm”) and you, our client. By instructing us you agree to accept these terms and that they remain in force unless or until we mutually agree otherwise.

Where any conflict arises between these Terms and the terms of our letter of engagement, the letter of engagement shall prevail to the extent of the inconsistency.

## 2. YOUR CLIENT PARTNER

Your affairs will generally be supervised by your Client Partner (or nominated supervising solicitor), who will oversee the delivery of our services to you. It will often be appropriate, from time to time, for us to involve other personnel within the Firm in the delivery of services to you,

## 3. SCOPE OF WORK AND INSTRUCTIONS

### 3.1 Scope of Work

Our letter of engagement (and any subsequent exchange of instructions by letter or email specifying our scope of work and basis of charging) will set out the parameters of the instructions and the remit for our work ( Scope of Work) , and where appropriate any relevant exclusions and assumptions being made. The work to be carried out on your behalf will be limited to this Scope and we will not be responsible for any action taken or not taken that falls outside this scope. We may in addition advise you of specific matters that fall outwith the said Scope of Work, and where we do so that list should not be treated as conclusive or amend/extend in any way the Scope of Work provided.

As any such exclusions and assumptions are material to the scope of work and our fees, please inform us where these are or become incorrect.

While we may from time to time inform you of potential legal or tax issues, planning opportunities, notice periods, and commercial implications of which we become aware that may be relevant to your circumstances but which do not form part of the remit of our work, we shall not be responsible for undertaking any review of such matters or providing you with advice on them unless you have asked us to do so and we have agreed the specifics of such work with you, including as regards our fees.

In particular it is expressly understood that unless there is a CLEAR and UNEQUVICOL statement to the contrary, we will not be assumed to include within our Scope of Works any undertaking or confirmation that we will handle or provide advice or reminders or notify you of any (a) submission obligations or dates as required by HMRC and/or Revenue Scotland, (b) planning and building control matters, (c) environmental matters , ( e ) licencing matters, (f) structural or engineering matters, (g) taxation matters ( IHT, CGT, BPR etc) , or (h) Companies House obligations, or (i) any other professional capacity matters , that may affect your transaction with us.

Only where agreed in writing with you shall we assist with any responsibilities which you may have personally or as representative of any other legal entity (for example, as a trustee, director or partner) in the UK for registration duties and reporting or other regulatory filing obligations.

### 3.2 Instructions

As your agents we act only on information and instructions given to us. You should not assume that we have knowledge of any factual matters.

You may instruct us verbally, by email or in writing, although we may ask for formal written confirmation of verbal or email instructions. Unless you expressly notify us to the contrary in writing, we may accept instructions and take action on information sent to us from your email address.

If we are acting for more than one person, we may take instructions from one person on behalf of the others and all will be fully liable for any actions taken or fees incurred.

If we are acting for a company or other corporate body, then unless advised otherwise in writing, we shall accept instructions from any director or other office bearer of the company or body, or any other company in its group, and from any other person reasonably appearing to us to have its authority to instruct solicitors in the matter concerned.

When acting for spouses or any legal entity you manage or control, such as trustees or executors, we shall assume that any individual instructing us is doing so with the authority of the other party or parties.

We reserve the right to decline to carry out instructions, and to withdraw from acting, in certain circumstances. These circumstances include, but are not limited to: where we have not been provided with relevant information or sufficient or legitimate funds; where this would involve us being in breach of the Law Society of Scotland rules and/or guidance; where there would be a breach or potential breach of the Proceeds of Crime Act; where our properly rendered fees are not paid; and where there are issues concerning our professional integrity.

### **3.3 Contracts**

In Scotland it is common for your agents to enter into legally binding contracts on your behalf and therefore if there are any changes in your instructions you must notify us immediately to ensure we do not commit you to a contract you have subsequently changed your mind about.

## **4. YOUR RESPONSIBILITIES AND COMMUNICATIONS**

In order that we provide you with the service you would expect, we need your cooperation. Please confirm any instructions in writing. In cases where you instruct us by email, and in order to minimise the risk associated with email communication, we may ask you to confirm your instructions orally or by letter.

We will endeavour to acknowledge your correspondence provided by other electronic means (such as on messaging applications or platforms) but as we cannot guarantee these will be seen, read and acted upon timeously, we are unable to accept responsibility for information or instructions provided in this way.

To ensure that we meet your expectations, please supply all relevant information, particularly regarding any critical time limits. When providing us with information or documentation, these should be, to the best of your knowledge, complete and accurate. If we do not ask you about something, please do not assume that we already have all the relevant facts. We shall not be responsible for loss incurred arising from our reliance on incomplete or inaccurate information or documentation which you have provided to us.

If we ask you to make a decision so that we may proceed on your behalf, please respond as quickly as possible.

Please be aware that we may from time to time require your signature (or electronic/digital signature) to documents prepared in the course of our instructions. Please make us aware as early as possible if you will not be available to sign documents at any time so allowance for this can be made. If you are unavailable to sign documents, this may cause delay and/or an inability to conclude transactions on your behalf.

Please ensure that you make us aware of any change in your contact details. We reserve the right to monitor any incoming communication.

## **5. IMPORTANT DATES**

Unless we agree with you to the contrary in writing, we do not accept responsibility for monitoring, informing or reminding you of any dates, reporting, filing or notice periods which are important and pertain to you or your affairs, even where we may from time to time inform or remind you of such dates but do not do so on other occasions. In particular we are not responsible for advising you or reminding you of any tax reporting obligations ( eg such as for LBTT, CGT or IHT purposes).

## **6. CURRENT LAW**

Our advice and services are provided in accordance with all professional practice requirements and the proper interpretation of the law, and current HM Revenue & Customs practice, as it exists on the date on which the advice or service is provided. If there is any change in any such requirements or the law or HMRC practice, or their interpretation, after we provide our advice or services (or before that time but which could not reasonably be known by us at that time), we have no responsibility for notifying you of any change or of its consequences.

## **7. CONFIDENTIALITY**

We are committed to high standards of information security, privacy and transparency. We shall not disclose any information given by you to us except as required by law, as a result of the registration of any document in any register, at your request, with your consent or authority, where necessary to provide services to you (including where the sharing of information between us and third parties is considered by us as appropriate and/or ancillary for the purpose of providing you with the service), and where it is or we consider it appropriate or necessary to do so to comply with a professional or legal duty or obligation, or where our interests require disclosure.

Our advice and information given to you is strictly private and confidential, and legal privilege may apply to it.

We are bound by professional obligations in relation to confidential information. However, you agree that we may use any information which we obtain from you or third parties in the course of acting for you in order to provide advice and services to you. You also agree that we may use this information for our own internal purposes. We may also be compelled by law to assist with official enquiries.

## **8. PROFESSIONAL DUTIES**

Your instruction of us may include court process and procedure. Solicitors in Scotland are subject to strict rules of practice including those regulating their relations with the court (Law Society of Scotland practice rule B1.13). In particular, we must not give false or misleading information to the court or be party to misleading the court in any way, do or say anything to effect or induce false or untruthful evidence, or interfere with the administration of justice. We are required and expected to comply with the orders and directions of the court.

In circumstances where your instructions or actions or our duties to you as a client conflict with our duties to the court, our duties to the court must prevail.

In circumstances where we consider that we have or have been instructed to act in conflict with our professional duties and standards, we reserve the right to withdraw our services, subject to Law Society of Scotland practice rule B1.12.

## 9. DATA PROTECTION

We will comply with the UK General Data Protection Regulation and the Data Protection Act 2018 in handling and using the personal information that you provide to us as part of representing you. We will only use such personal information where we have an appropriate legal basis and to provide you with legal services, communicate with you and to comply with the legal and regulatory requirements (including Law Society of Scotland requirements) that apply to us as a firm of solicitors in Scotland.

We operate a secure IT environment which includes those staff members working away from the office and from home. This is to ensure that your information is controlled and kept confidential at any time irrespective of where accessed. All electronic client data is held centrally and only accessible by authorised devices.

We will only share your personal information with other parties with your consent, but we may share your personal information with our third party service providers (to maintain the systems on which your personal information is stored), our debt recovery agents (if you do not pay our fees), credit and personal reference agencies for AML purposes and law enforcement agencies (in the event of actual or suspected criminal activity), and you will be deemed to have accepted and consented to such sharing of your data.

We may from time to time send you information electronically or by post about our services or legal updates which we believe will be of interest to you. If you do not wish to receive such information, please let us know and we will respect your preference.

### 9.1 Use of AI Tools

We may use secure AI tools to assist with drafting, research, and summarisation. These tools operate within our IT systems and are subject to the security and compliance controls that apply to our and our 3<sup>rd</sup> party service providers IT environments (including encryption, tenant isolation, and audit/retention controls). Certain information, prompts and responses may be used to train our or third party foundation AI models

### 9.2 Your Rights

We are registered as a data controller with the Information Commissioner as required by the Data Protection Act 2018. You have the right to request a copy of the personal information which we hold about you. The provision of this information will generally be free of charge, however we reserve the right to charge a fee if the request is manifestly unfounded or excessive. You also have the right to request correction, deletion, or restriction of processing of your personal information in certain circumstances.

You have the right to make a complaint to the Information Commissioner's Office (ICO), the UK regulator for data protection, about how we hold and use your personal information. The ICO can be contacted at: Telephone: 0303 123 1113; Website: <https://ico.org.uk/concerns/>

## 10. CONFLICTS OF INTEREST

We always act in the best interests of our clients, but sometimes their interests come into conflict. If we think this is, or might be, the case and we cannot act, we may require to withdraw from acting. If an actual conflict arises while dealing with clients' affairs, we shall cease to act for one or more of them. It may be the case that we cannot elaborate on the details of a conflict, for client confidentiality reasons and in accordance with the Law Society of Scotland Conflicts of Interest rules.

## 11. ANTI-MONEY LAUNDERING

The Money Laundering, Terrorist Financing and Transfer of Funds (Information on the Payer) Regulations 2017, as amended (“the Regulations”), require us to be satisfied as to the identity and address of each of our clients, and also to understand the nature of the intended business relationship both at outset and throughout the duration of the relationship. We require to retain your personal data for certain statutory periods in order to comply with same, and you accept that we cannot delete same where we believe it would breach our duty under these regulations.

### **11.1 Customer Due Diligence**

In order to comply with the Regulations (from time to time in force), we may need to ask you for proof of identity and address as well as the source of funds and source of wealth. We reserve the right to conduct such searches and enquiries, electronic or otherwise, as may be necessary to satisfy ourselves and to charge for time spent carrying out this due diligence. We utilise third party identity verification, banking and compliance check enabling agencies as part of this process and you are deemed to be advised that we do so.

Your acceptance of these terms also constitutes explicit authority to any other regulated person with whom we deal on your behalf to conduct their own electronic searches and enquiries to satisfy themselves similarly.

### **11.2 Identity Verification**

**Private Individuals:** We require evidence of current address and proof of identity by way of a copy passport or photographic driving licence. We must see the principal documents where we have been unable to successfully electronically verify you or you are required to do so in terms of our internal risk assessment procedures. We may also carry out additional online verification of identity using sources including credit checking agencies. By instructing us you agree to us doing so.

**Corporate Bodies and Organisations:** The requirements for corporate entities such as companies, partnerships and trusts are more complex and once we know the nature of the entity for whom we will be acting we will advise what checks we need to make and what documentation we need to see. We require to identify and verify the identity of the beneficial owner(s) and/or directors.

### **11.3 Ongoing Monitoring**

We have to carry out ongoing monitoring and ensure that CDD information is up to date. You must inform us as soon as possible of any change of circumstance such as change of name or residential address, change in source of wealth or the source of funds to be used, or a change in country of residence. In the case of a body corporate, you must tell us of any change in the structure, the directors, partners, shareholders or shareholdings or other beneficial owners.

We will hold any information supplied by you in connection with verification of identity or source of wealth for the purposes of compliance with legislation and our regulatory requirements, including the Regulations, for a period of not less than 5 years following the end of our business relationship.

### **11.4 Reporting Obligations**

We are required under UK law to report to the National Crime Agency if we become aware, during the course of our professional work, of any circumstances which give rise to knowledge or suspicion of a money laundering offence. Such an offence can be committed by concealing, arranging or acquiring the proceeds of any criminal conduct including the proceeds of tax evasion, regardless of the country where any offence took place. We are expressly prohibited from notifying any other party of the fact that any such report has been made.

### **11.5 Withdrawal**

We reserve the right to withdraw from acting for you if you fail to provide us with the information requested of you and required by us in connection with our anti-money laundering procedures. We shall not be liable for any loss suffered in respect of any delay or failure to carry out your instructions, or of us withdrawing from acting for you, for reasons relating to our compliance requirements under the Regulations.

## **12. EMAIL, CYBER SECURITY, FILE SHARING AND VIDEO CALLS**

In many instances it is appropriate and more expedient to communicate with you by email, including with information of a personal, financial, and confidential nature, and we will do so unless you specifically advise us to the contrary and provide us with full details of how to communicate with you.

It is not our practice to check that you have received an email from us, and you will be deemed to have received it if we have a copy of any email sent to you disclosing your correct email address and a sent record disclosing the date and time the email was sent. Given the nature of email, we do not accept liability if an email, while apparently having been properly sent, does not reach you or the intended recipient either at all or within normal time frames.

We expect you to have checked we have received a time-critical email. We cannot accept liability for information or instructions sent by other electronic means (such as on messaging applications or platforms).

While we take all reasonable precautions to ensure that our emails, any attachments and our wider IT systems are free of viruses and corruptions, we do not accept any liability for any loss or damage to your systems or any other loss or damage suffered as a result of emails sent from us to you or any other interaction you or the systems you use may have with us or our IT systems.

Please be alert to the risks posed by the use of emails, applications and file sharing websites, including viruses, spam, cybercrime, hacking and identity theft, and take suitable precautions against these risks. If you are in any way uncertain or concerned about an email or message received, or purportedly received, from this Firm please contact us by telephone to our office switchboard to inform us and verify its authenticity before responding or taking any other action.

Where a client meeting is to take place by video conference call, with your consent, we may use recording, transcription, and AI-generated recap features. We will seek attendee consent before enabling these features, and we will switch them off on request.

## **13. PROTECTING BANKING DETAILS**

In order to protect you and us from fraudulent activity, banking details should not be included in the body of an email. We advise that you do not send us your banking details in the body of an email, and we will not ask you to do so.

In view of the increasing incidence and complexity of cybercrime and online fraud, where you tell us of the bank account you wish us to send funds to by phone, email or in a letter, we may contact you on a phone number we have used previously to verify the account details. If we cannot satisfy ourselves that the instruction is genuine and comes from you, we will not process your instruction to transfer the funds until we can confirm the details with you.

Our bank details for client account funds are either set out in (a) our quote, (b) our letter of engagement or (c) secure bank details . These details will not change during a transaction and the Firm will not communicate a change of banking details via email. Prior to transferring any funds to us, please contact us by telephone to our office switchboard to check the details if you are in doubt.

We follow strict protocols relating to bank account verification to help prevent fraudulent interceptions and illegitimate money transfers. Please note that this may result in a delay in funds being transferred.

## 14. RECORD KEEPING

We operate a document management system. All incoming documentation may be scanned into an electronic format. Please be aware that, should such documentation be required for any subsequent court case, electronic copies may not have the same evidentiary status as original documents.

, we may destroy principal title deeds, trust deeds, wills, insurance or share certificates or birth, marriage, or death certificates which you submit to us, where these are no longer required by you for legal reasons.

On completion of work and after payment of fees and outlays, we shall store or return relevant documents to you as appropriate ( please note costs may apply for such storage or retrieval from storage).

We retain all correspondence files, documents and other papers, whether in electronic or in hard copy, generally for 10 years (or such other longer or shorter periods as may be required by the Law Society of Scotland ). After this we may, in accordance with the Law Society of Scotland's guidance, destroy them confidentially without further reference to you.

We are entitled to retain all files, documents and other papers on your behalf until all outstanding fees and outlays have been paid in full.

## 15. PROFESSIONAL FEES

We expect to discuss fee levels and anticipated outlays when we begin to act for you and, where possible, provide estimates of, or a range of pricing options for, our fees. Our estimates or quotes only indicate the charges we think you are likely to incur and should not be regarded as fixed or capped fees for the work or transaction, unless otherwise agreed with you in writing. If we think our fees will exceed the estimate, we shall endeavour to discuss the matter with you at the earliest possible stage.

### 15.1 Basis of Charging

**Hourly and Daily Rate Fees:** Fees will be calculated on the basis of hourly rates applied to the time spent working on the matter. Rates depend on the seniority and specialised knowledge of the appropriately qualified member of our staff. We charge time based on 6-minute units. Details of applicable rates will be set out in the letter of engagement.

**Fixed Fees:** Where a fixed fee quotation has been given, the fee will be as quoted. If additional work is instructed by you or becomes necessary and is performed by us outwith the scope of a fixed fee quotation, you may be required to pay an additional fee based on the amount of the additional work involved.

We review our fee levels annually. We will advise you of any change in our fee levels as soon as possible, but the revised fee levels will apply automatically after the date of review.

This information is provided in accordance with the Law Society of Scotland's practice rules and price transparency guidance.

### 15.2 Premium Rates

A premium rate may apply in certain specific circumstances, which might include but will not be limited to matters of notable complexity and matters subject to substantive and material time pressure. We will advise you in advance of the circumstances giving rise to this rate.

## 16. INVOICING

Unless otherwise agreed, we render fees as follows:

- On completion of services or on completion of a particular stage in a larger transaction.
- Ongoing services are charged monthly, quarterly, or at a pre-determined fee limit, as agreed at the time of instruction.
- Disbursements made on your behalf either require to be paid in advance or are recharged to you as they are incurred.
- We will normally charge for large plan or bulk copying, travel, and subsistence.

Our fees are due on presentation, please settle them immediately. If we require to take steps to recover any sum due by you to us, you will be responsible for the costs we incur in doing so. If you do not pay any fees rendered within 28 days (after which, unless otherwise agreed with you, we shall consider payment to be late), we reserve the right to suspend or terminate the provision of all or any of our services to you. We reserve the right to charge interest for late payment at the prevailing Bank of Scotland base rate plus 5% per annum.

VAT, where applicable, will be added to fees and disbursements. Fees are payable in sterling unless otherwise agreed. Upon rendering a fee note, we shall be entitled to debit fees and any outlays we have incurred against funds held on your behalf, in accordance with the Law Society of Scotland's practice rule 6.5.1(d).

When you and any other clients ask us to act for you together in relation to a matter, you will each be liable for our fees, but, in the absence of any one client making payment to us, you shall each be liable up to the full amount of our fees together with VAT and outlays (that is, you will be jointly and severally liable).

It is our normal practice to ask the directors of any client which is a company, or the members of a limited liability partnership or individuals connected with any other limited liability entity, to undertake personally to pay our fees in the event that the client entity is unable or fails to do so.

Even where there are arrangements for recovering fees in whole or part from a third party, you are responsible for payment of our fees.

## 17. FEE DISPUTES

We always aim to charge an appropriate fee for our work. If you have a query about our fees, in the first instance you should contact the solicitor or partner handling your work, or your Client Partner. If you disagree with the level of our fees you can ask for an independent assessment by the Auditor of the Court of Session or a Sheriff Court Auditor not employed by the Scottish Court Service. They will charge for the assessment.

If the Auditor reduces the fee, you will only have to pay the reduced amount and we shall pay the Auditor's costs. If the Auditor confirms that the fee is correct or could have been higher, you will be responsible for the Auditor's costs. If you consider that this course of action is not acceptable, please see our section on Resolving Problems below.

## 18. LEGAL AID AND OTHER FUNDING

Unless otherwise specifically agreed with you, we do not offer representation or advice under either legal aid or advice and assistance. We will not provide advice to you on whether you may qualify for legal aid and we do not accept responsibility for making you aware of your options to fund litigation. It

is your responsibility to ensure that you are able to pay our fees as due and issued to you. If you wish to discuss funding options, please do so at the earliest opportunity with your Client Partner.

If you consider that you may be eligible for legal aid, it is your responsibility to investigate this. More information can be obtained from the Scottish Legal Aid Board ([www.slab.org.uk](http://www.slab.org.uk)). You should also consider whether you are eligible for any other assistance in paying fees, such as through insurance, trade union membership or membership of some other association.

## **19. CLIENTS' FUNDS**

We are governed by the rules of the Law Society of Scotland regarding the handling of clients' money, including the Solicitors (Scotland) Accounts, Accounts Certificate, Professional Practice and Guarantee Fund Rules 2001 (the Accounts Rules).

Any monies we receive from you that are not required for fees or outlays will be held in designated client accounts. Interest is paid on deposited clients' money in accordance with the Accounts Rules and is based on rates set by our principal bankers which are available on request.

When holding funds on your behalf, such funds shall be held in an account with one of the banks licensed in the United Kingdom. We shall not be liable for the partial or complete loss of your funds held in accordance with these provisions due to the failure of the bank, whether in whole or in part.

We cannot accept any payments in cash or by way of bank draft or bank branch deposits to any of the Firm's bank accounts. Where payment is to be made to any of the Firm's bank accounts by bank transfer, we require to see evidence of the name, account number and sort code of the account from which the payment is sent. We cannot accept bank transfers from any third parties including family, friends or related companies without carrying out full customer due diligence on these parties.

We cannot pay money on your behalf until we have cleared funds to meet that requirement. It is your responsibility to ensure that any payment remitted to us is sent in good time and is cleared sufficiently ahead of the time the funds are required.

The use of the Firm's client accounts shall be permitted only where we are satisfied that they are necessary in connection with the services the Firm is providing to you or relate to transactional work in respect of which the Firm is instructed.

In the event funds are received and you have not complied with the foregoing then we reserve the right to return the funds to the originating account without any notice. We shall be entitled to deduct the charges for doing so and are not responsible for any loss incurred thereby.

## **20. COURT COSTS**

If you instruct us in a matter which goes to court, you may be found entitled to expenses from another party. Our fees remain payable whether or not court costs are actually recovered. Experience shows it is unlikely that any amount recovered will be sufficient to meet all your costs. You should therefore assume that even if your action is successful, there will be additional costs payable to us over and above anything that may be recovered from the other party.

Similarly, if an award of expenses is made against you, you shall be obliged to make any payments to your opponents.

## **21. TRANSACTION SETTLEMENTS**

Property and other transactions are usually settled by our making payments on your behalf from our clients' account. To comply with Law Society of Scotland rules we must have cleared funds in that account. You must ensure we have these cleared funds in our client account prior to the settlement date. If we do not have cleared funds, we will not be able to settle the transaction on the due date, in which event you may be in breach of your contract.

## **22. PROPERTY SALES**

If you are selling a property, we have to provide a guarantee at completion of the sale that there is nothing on record that shows you are not the rightful owner and that you have the right to sell free of any mortgage or other rights anyone else might have over the property. This guarantee is backed by our Professional Indemnity Insurance, but it is a condition of the insurance that you must advise us of all mortgages, standard securities, charges or inhibitions affecting you or the property or anything else you have signed that gives someone else rights over your property. You must tell us about any or all of these and if you are in any doubt, please consult us immediately.

## **23. COMMISSION**

From time to time we may receive commissions or discounts paid from third parties to whom we refer work or instruct to provide services. In accordance with standard commercial practice, unless instructed otherwise by you in writing, we will have the right to retain as our sole property all such commissions, discounts and payments received from said suppliers and no remittance will be made to you in respect of same.

## **24. INCIDENTAL FINANCIAL BUSINESS AND FINANCIAL PROMOTIONS**

Allan McDougall McQueen LLP is licensed by the Law Society of Scotland to carry on incidental financial business under the Solicitors (Scotland) (Incidental Financial Business) Practice Rules 2004. Allan McDougall McQueen LLP is not authorised or regulated by the Financial Conduct Authority (FCA) under the Financial Services and Markets Act 2000.

Occasionally the provision of our legal advice and services may include incidental insurance distribution, incidental investment business, incidental long-term care business, incidental mortgage business, and incidental consumer credit business. In each case the activity will be integral to the professional services which we are providing to you and not on a stand-alone basis.

Our engagement does not, and will not, include giving you any advice on the merits of entering into any transaction relating to investments unless and to the extent that we agree in writing to give such advice as incidental financial business in relation to the provision of legal advice to you.

We will not communicate, either to you or on your behalf to any other person, any invitation or inducement to engage in investment activity unless that communication is exempt from, or otherwise not subject to, FSMA restrictions on financial promotions.

## **25. INTELLECTUAL PROPERTY RIGHTS**

The copyright and other intellectual property rights in any materials we produce for you shall rest solely with us but, provided you have discharged your responsibilities to us, particularly in relation to payment of our fees, we grant you a non-exclusive licence to use such materials, but strictly for your own use. You may not, unless you have our prior written consent, share or distribute or make available such materials in any way whatsoever with anyone else or transfer or sub-licence this licence to anyone else.

We may retain for our own internal use copies of any materials we obtain in the course of acting for you.

## **26. RESOLVING PROBLEMS**

We are committed to providing a high level of service to our clients. However, we recognise that expressions of dissatisfaction do arise from time to time. We operate a complaints procedure, a copy of which can be provided on request.

If you are dissatisfied with any aspect of the service you have received, you should in the first instance raise the matter with the partner responsible, who will endeavour to resolve the issue. If you would prefer to do so, or if you are still not satisfied, please write to the Client Relations Partner, Allan McDougall McQueen LLP, 3 Coates Crescent, Edinburgh, EH3 7AL, specifying your complaint. The Client Relations Partner will then deal with the matter in accordance with the standards laid down by the Law Society of Scotland.

We recognise that the 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 services. We always seek to resolve any client concerns by way of ADR premises such as mediation; however we have not adopted a formal ADR process.

In addition to our internal procedure, and once this has been exhausted, you are entitled to refer any complaint to the Scottish Legal Complaints Commission (SLCC), Capital Building, 12-13 St Andrew Square, Edinburgh, EH2 2AF. Tel: 0131 201 2130; Email: [enquiries@scottishlegalcomplaints.org.uk](mailto:enquiries@scottishlegalcomplaints.org.uk). The SLCC operates time limits for the acceptance of complaints; namely three years where the work is first instructed or the service complained of occurs on or after 1 April 2017.

The Standards of Conduct Practice Rules for Solicitors in Scotland and information concerning the Law Society of Scotland and SLCC can be accessed from the respective websites: [www.lawscot.org.uk](http://www.lawscot.org.uk) and [www.scottishlegalcomplaints.org.uk](http://www.scottishlegalcomplaints.org.uk).

## **27. LIMITATION OF LIABILITY**

We will use reasonable skill and care in the provision of our services. If we are prevented by circumstances beyond our reasonable control from providing the services we have undertaken to perform for you, we will immediately notify you of the nature and extent of such circumstances. If as a result of those circumstances we are unable to meet any deadline or complete the services, then any such failure on our part will not constitute a breach of the agreement between us.

We shall not be responsible for any failure to provide advice or services on any issue which falls outside the scope of our engagement as covered by our letter of engagement and any subsequent exchange of instructions.

All services and advice supplied by us are the responsibility of Allan McDougall McQueen LLP only. No individual, whether partner, member, consultant, associate or employee of the Firm, shall have personal liability to you in connection with the advice and services rendered to you. You agree that you will not make any claim against any individual employee, consultant or agent of the Firm, and that you will only make any claim against the partnership.

Nothing in these terms shall limit or exclude our liability for: (a) death or personal injury caused by our negligence; (b) fraud or fraudulent misrepresentation; or (c) any other liability which cannot be limited or excluded by applicable law.

Subject to the foregoing, we shall not be liable to you, whether in contract, delict (including negligence), for breach of statutory duty or otherwise, for loss of profits, loss of sales or business, loss of agreements

or contracts, loss of anticipated savings, loss of or damage to goodwill, loss of use or corruption of software, data or information, or any indirect or consequential loss.

Subject to the above, unless we expressly agree another limit with you in writing, our aggregate liability in respect of any claim, circumstance or series of related claims or circumstances, whether in contract, delict (including negligence), for breach of statutory duty or otherwise, shall be limited to £2,000,000.

Where we have engaged the services of third parties on your behalf in the course of acting for you, we are not liable for any advice provided by them, and we will not be responsible for any errors or omissions of those third parties. Our liability for loss or damage will be limited to the amount that it is reasonable for us to pay in relation to the contractual responsibilities of other professional firms appointed by you.

## **28. PROFESSIONAL INDEMNITY INSURANCE**

As a firm, we maintain professional indemnity insurance. The cover is under the Law Society of Scotland's compulsory Master Policy for Professional Indemnity Insurance and is provided by a panel of insurers. The current level of indemnity on the Master Policy is £2,000,000 per claim.

We are also covered by the Law Society of Scotland's Client Protection Fund (formerly known as the 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 pecuniary loss by reason of dishonesty on the part of a solicitor in connection with the practice of the solicitor. The Client Protection Fund is only available to clients who use solicitors within the legal firms regulated by the Law Society of Scotland.

## **29. DIVERSITY AND INCLUSION**

We are committed to promoting diversity and inclusion in all aspects of our business and providing an environment and services free of discrimination.

In providing services to you, we will use and implement all measures within our capabilities and considered to be reasonable, including providing access to business spaces, interpreters, and information in appropriate formats, relative to your client experience and to facilitate your instruction of the Firm. If you require any such measures or support, please inform your Client Partner.

## **30. OTHER JURISDICTIONS**

The scope of our advice extends only to matters of (1) Scots Law and (2) other laws which have direct application within the Scots Law jurisdiction. Where we give advice in relation to matters which are subject to laws of any other jurisdictions, we cannot accept responsibility or liability for the same. In these cases, we will give advice strictly on the basis that we are providing objective commercial advice to help enable you to consider in what form, if any, you require additional advice from persons in that other jurisdiction.

We can introduce relevant persons qualified in other jurisdictions, but in all cases your engagement of their services, whether directly or indirectly through us, is a matter of separate contract and you will be liable for their fees and costs. We do not accept any liability or responsibility for their advice under other jurisdictions or laws outwith Scotland.

## **31. POST SETTLEMENT CLAIMS**

In certain instances we are required to deal with post settlement claims. This might arise if you are a purchaser and there is a claim that you wish us to intimate under the missives, or if you are a seller and we receive an intimated claim from the purchasing solicitors.

Our policy is that we will intimate the first claim letter (provided your instructions are received timeously within the time period provided in the missives and provided you have given us sufficient notice to enable us to do so) at no additional charge. If we require to be involved in any further discussion in connection with the matter, we will be entitled to charge an additional fee at the applicable hourly rate. You are asked to make clear in writing whether you wish us to be engaged in this matter on receipt or on submitting a claim; failure to provide instruction means we will not take the matter further.

### **32. SEVERABILITY**

Each of these terms shall be severable and distinct from the others and if any term is held to be illegal, invalid or unenforceable, in whole or in part, the remaining terms shall not be affected.

### **33. VARIATION**

We reserve the right to vary these Terms of Business and Service Commitments at any time, and we shall intimate any such changes to you as soon as practicable.

### **34. TERMINATION AND CANCELLATION**

You are entitled at any time to terminate our engagement by giving notice in writing. You will remain responsible for our fees and outlays until termination, including in connection with a transaction which is for any reason aborted or does not complete.

We reserve the right to terminate the engagement (that is, withdraw from acting). This could be due to, but is not restricted to, non-payment of fees, failure to give instructions, or if a conflict of interest arises.

If you are a consumer pursuant to the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 (“the 2013 Regulations”), and your contract with us is an off-premises or distance contract, and the 2013 Regulations are applicable to the provision of legal services to you by us, you have a right to cancel the contract with us without giving any reason for 14 days following your agreement to our terms, by writing or sending an email to us at the address on the letter of engagement issued to you.

To meet the cancellation deadline, it is sufficient for you to send your communication concerning your exercise of the right to cancel before the cancellation period has expired. If you requested us to begin the performance of services during the cancellation period, you shall pay us an amount which is in proportion to what has been performed until you have communicated to us your cancellation.

### **35. BUSINESS STRUCTURE**

Allan McDougall McQueen LLP is a limited liability partnership incorporated in Scotland. We may in the future decide that it is better to organise our business or part of it as a different corporate entity. If that is the case, we shall inform you in writing, but we shall have the right to transfer our contractual arrangement with you to such entity.

Allan McDougall McQueen LLP is regulated by the Law Society of Scotland.

### **36. GOVERNING LAW**

The relationship between us, established by our letter of engagement (and any subsequent exchange of instructions by letter or email specifying our scope of work and basis of charging) and these Terms of Business and Service Commitments, shall be governed by and construed in accordance with Scots Law.

Accordingly, the Scottish Courts shall have exclusive jurisdiction in resolving any disputes which may arise between us, subject to such legislation as shall prevail from time to time.

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**ALLAN McDOUGALL McQUEEN LLP**

3 Coates Crescent, Edinburgh, EH3 7AL

Tel: 0131 225 2121