McDougall McQueen

solicitors & estate agents

TERMS OF BUSINESS

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 do not reissue or send these terms), until such time as we amend or update same.

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

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PART A — GENERAL TERMS OF BUSINESS

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 will set out the parameters of the instructions and the remit for our work (Scope of Work), including any relevant exclusions and assumptions. The work carried out on your behalf will be limited to this Scope and we will not be responsible for any action taken or not taken outside it.

3.2 Instructions

As your agent 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.

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. We reserve the right to decline to carry out instructions, or to withdraw from acting, including where: we have not been provided with relevant information or sufficient funds; compliance with Law Society of Scotland rules would be breached; there is an actual or potential breach of the Proceeds of Crime Act; properly rendered fees are not paid; or 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. If there are any changes to 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 co-operation. Please confirm any instructions in writing. We will endeavour to acknowledge correspondence provided by other electronic means (such as messaging applications or platforms) but cannot guarantee these will be seen, read and acted upon timeously, and we are unable to accept responsibility for information or instructions provided in this way.

Please supply all relevant information, particularly regarding any critical time limits. When providing information or documentation, these should be, to the best of your knowledge, complete and accurate. We shall not be responsible for loss arising from our reliance on incomplete or inaccurate information you have provided. Please also ensure that you make us aware of any change in your contact details.

Please be aware that we may from time to time require your signature (or electronic/digital signature) on documents. Please make us aware as early as possible if you will not be available to sign documents, as this may cause delay or an inability to conclude transactions on your behalf.

5. IMPORTANT DATES

Unless we agree otherwise 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. For the exclusion of tax advice and tax reporting matters generally, see section 3.1.

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. We have no responsibility for notifying you of any subsequent change in law or HMRC practice, 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 or with your consent; where necessary to provide services to you; or where appropriate to comply with a professional, regulatory or legal duty or obligation. Our advice and any information given to you is strictly private and confidential, and legal privilege may apply to it. Any disclosure will be limited to parties authorised by you or as required by the Law Society of Scotland or the courts.

8. PROFESSIONAL DUTIES

Solicitors in Scotland are subject to strict rules of practice, including those regulating their relations with the court. We must not give false or misleading information to the court, or be party to misleading the court in any way, or interfere with the administration of justice. In circumstances where your instructions or actions conflict with our duties to the court, our duties to the court must prevail. Where we consider that we have been instructed to act in conflict with our professional duties and standards, we reserve the right to withdraw our services.

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 you provide to us. 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 legal and regulatory requirements.

We operate a secure IT environment, including for staff working away from the office and from home. All electronic client data is held centrally and is only accessible by authorised devices. We may share your personal information with third party service providers (to maintain systems on which your personal information is stored), our debt recovery agents, 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.

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 third 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 we hold about you (free of charge, unless 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). Contact: 0303 123 1113; 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, we shall cease to act for one or more parties. It may be the case that we cannot elaborate on the details of a conflict, for client confidentiality reasons and in accordance with 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) require us to be satisfied as to the identity and address of each of our clients, and to understand the nature of the intended business relationship both at outset and throughout its duration. We are required to retain your personal data for certain statutory periods in order to comply, and you accept that we cannot delete same where we believe it would breach our duty under these regulations.

11.1 Customer Due Diligence

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.

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 may also carry out additional online verification using sources including credit checking agencies.

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

11.3 Ongoing Monitoring

We carry out ongoing monitoring to ensure that CDD information is kept 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 funds, or change in country of residence. For corporate bodies, you must advise us of any change in structure, directors, partners, shareholders or other beneficial owners. We will hold identity and source of wealth information for not less than five 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 of any circumstances giving 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 the information required 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 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. It is not our practice to check that you have received an email from us; you will be deemed to have received it if we have a sent record disclosing the correct email address and date and time sent.

While we take all reasonable precautions to ensure that our emails, attachments and wider IT systems are free of viruses and corruptions, we do not accept any liability for any loss or damage to your systems as a result. Please be alert to the risks posed by emails, applications and file sharing websites, including viruses, spam, cybercrime, hacking and identity theft. If you are in any way uncertain or concerned about an email or message purportedly from this Firm, please contact us by telephone to our office switchboard before responding or taking any further 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 will switch them off on request.

13. PROTECTING BANKING DETAILS

Banking details should not be included in the body of an email. We will not ask you to send us your banking details by email.

> **FRAUD WARNING: Our bank details will not change during a transaction. The Firm will not communicate a change of banking details via email. If you are informed that our bank account has changed, you are being defrauded. Telephone your conveyancer immediately and do NOT respond by email.**

Prior to transferring any funds to us, please contact us by telephone to our office switchboard to verify the details if you are in any doubt. Where you tell us of the bank account you wish us to send funds to, we may contact you on a phone number we have used previously to verify those account details. We follow strict protocols relating to bank account verification to help prevent fraudulent interceptions and illegitimate money transfers; this may result in a delay in funds being transferred.

14. RECORD KEEPING

We operate a document management system and all incoming documentation may be scanned into electronic format. We retain all correspondence files, documents and other papers (whether electronic or hard copy) generally for 10 years (or such other periods as required by the Law Society of Scotland), after which we may destroy them confidentially without further reference to you. For property sale and purchase matters, correspondence files will be destroyed after 3 years; principal title deeds, trust deeds, wills, and insurance or other certificates held by us will be retained separately and will only be destroyed where no longer required by you for legal reasons and with your consent. We will assume that you consent to the destruction of ordinary file papers unless you inform us otherwise, and we will not contact you further in this connection.

On completion of work and after payment of fees and outlays, we shall store or return relevant documents to you as appropriate (note that costs may apply for storage or retrieval). We are entitled to retain all files, documents and other papers until all outstanding fees and outlays have been paid in full.

Should we receive a mandate to provide a copy of your file, we will print off the file and there will be a charge (currently £100 plus VAT) for the paper copies. This fee will be payable before the copies are produced.

15. PROFESSIONAL FEES

We expect to discuss fee levels and anticipated outlays when we begin to act for you and, where possible, provide estimates or a range of pricing options. Our estimates or quotes only indicate charges we think you are likely to incur and should not be regarded as fixed or capped fees unless otherwise agreed with you in writing. If we think our fees will exceed the estimate, we shall endeavour to discuss this 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 time spent working on the matter. Rates depend on the seniority and specialised knowledge of the member of staff concerned. 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 or becomes necessary outside the scope of the fixed fee quotation, you may be required to pay an additional fee based on the amount of additional work involved.

We review our fee levels annually and will advise you of any change. 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 matters of notable complexity or 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 to us, you will be responsible for the costs we incur in doing so. If fees are not paid within 28 days, we reserve the right to suspend or terminate the provision of all or any of our services to you, and 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 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 together, you will each be jointly and severally liable for our fees, VAT and outlays.

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 pay the reduced amount and we shall pay the Auditor’s costs. If the Auditor confirms the fee is correct or could have been higher, you will be responsible for the Auditor’s costs.

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. It is your responsibility to ensure that you are able to pay our fees as due. 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). 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. Any monies we receive from you that are not required for fees or outlays will be held in designated client accounts.

We bank with the Royal Bank of Scotland plc and funds received from you will be banked in our client account with them. 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. We cannot accept payments in cash or by way of bank draft or bank branch deposits. We cannot accept bank transfers from any third parties without carrying out full customer due diligence on those 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, cleared sufficiently ahead of when the funds are required. The use of our client accounts is permitted only where we are satisfied they are necessary in connection with the services we are providing to you.

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

21. TRANSACTION SETTLEMENTS

Settlements will take place Monday to Friday only, and on days when the Banks in Scotland are open for business. We will make efforts to ensure that settlement takes place as early in the day as possible; however we cannot give an estimate of the timing in advance.

22. PAYMENT OF FUNDS — GENERAL

All sums payable to us must be received as cleared funds not later than three banking days prior to the date on which they are required. We cannot make payment on your behalf until we hold cleared funds sufficient to meet that requirement. It is your responsibility to ensure that any payment remitted to us is sent in good time and clears sufficiently in advance of the date it is required.

Where we are due to pay funds to you, we will normally do so by CHAPS or Faster Payment to a bank account in your name. We will not transfer funds to a third-party account without your prior written authority. We shall be entitled to deduct any outstanding fees and outlays from funds held on your behalf before making payment to you.

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 (including volume commissions from third party suppliers). 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. 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 we are providing to you and not on a stand-alone basis. We will not communicate 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 fees), we grant you a non-exclusive licence to use such materials strictly for your own use. You may not, without our prior written consent, share, distribute or make available such materials to anyone else, or transfer or sub-licence this licence to anyone else.

26. RESOLVING PROBLEMS

We are committed to providing a high level of service to our clients. 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. If you would prefer to do so, or if you are still not satisfied, please write to the Client Relations Partner at Allan McDougall McQueen LLP, 3 Coates Crescent, Edinburgh, EH3 7AL, specifying your complaint.

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. The SLCC operates time limits for acceptance of complaints; namely three years where the work is first instructed or the service complained of occurs on or after 1 April 2017.

27. LIMITATION OF LIABILITY

We will use reasonable skill and care in the provision of our services. 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.

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 above, unless we expressly agree another limit with you in writing, our aggregate liability in respect of any claim or series of related claims, whether in contract, delict (including negligence), for breach of statutory duty or otherwise, shall be limited to £2,000,000. We shall not be liable 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.

Where we have engaged the services of third parties on your behalf, we are not liable for any advice provided by them, nor responsible for any errors or omissions of those third parties.

28. PROFESSIONAL INDEMNITY INSURANCE

As a firm, we maintain professional indemnity insurance under the Law Society of Scotland's compulsory Master Policy, with a current level of indemnity of £2,000,000 per claim. We are also covered by the Law Society of Scotland's Client Protection Fund, established for the purpose of making grants to compensate persons who suffer pecuniary loss by reason of dishonesty on the part of a solicitor.

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. If you require any measures or support (for example, access to business spaces, interpreters or information in appropriate formats), please inform your Client Partner.

30. OTHER JURISDICTIONS

The scope of our advice extends only to matters of Scots Law and other laws which have direct application within the Scots Law jurisdiction. Where we give advice in relation to matters subject to the laws of any other jurisdiction, we cannot accept responsibility or liability for same. We can introduce relevant persons qualified in other jurisdictions, but your engagement of their services is a matter of separate contract and you will be liable for their fees and costs.

31. POST SETTLEMENT CLAIMS

In certain instances we are required to deal with post-settlement claims. We will intimate the first claim letter at no additional charge, provided your instructions are received timeously within the time period provided in the missives. Any subsequent work will form a separate contract between us, with a fee scale agreed at that time. If we are unable to assist (for example, if litigation is necessary for recovery), we will recommend an alternative firm. You are asked to confirm in writing whether you wish us to be engaged in any such matter on receipt of, or on submitting, a claim; failure to provide instructions means we will not take the matter further.

32. SEVERABILITY

Each of these terms shall be severable and distinct from the others. 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. 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, and your contract with us is an off-premises or distance contract, you have a right to cancel the contract without giving any reason for 14 days following your agreement to our terms. 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.

Where you have instructed us to act as an Estate Agent, by completion of our Instruction Form you specifically agree that you are dispensing with the 14-day cancellation period. Notwithstanding this, we will permit cancellation without cost unless we have incurred an outlay or have commenced any work on your behalf.

35. BUSINESS STRUCTURE

Allan McDougall McQueen LLP is a limited liability partnership incorporated in Scotland and is regulated by the Law Society of Scotland. We may in the future decide 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.

36. GOVERNING LAW

The relationship between us, established by our Letter of Engagement 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.

PART B — PROPERTY SALES AND ESTATE AGENCY

These additional terms should be read in conjunction with Part A (General Terms of Business) and deal with additional matters arising out of the sale of a property, including estate agency matters.

37. TIMESCALES AND NATURE OF COMMUNICATION

It will always be our aim to conduct your sale transaction as quickly and efficiently as possible. It is the nature of a conveyancing transaction that there are bursts of activity from time to time but gaps while we await information from another party such as other solicitors, surveyors, mortgage lenders, public registers, etc. There will be periods when you will hear nothing from us; however this is normal and does not mean that we are not progressing your transaction. We cannot be responsible for any failures caused by any of our suppliers.

We shall notify you of the person allocated to deal with your transaction as soon as possible. We will communicate with you primarily by email or phone. We will be entitled to take email instructions from any title holder, nominated power of attorney or executor. If our client is a company or partnership, we shall be entitled to accept instructions from any one Director, the Secretary, or any single Partner unless otherwise advised.

38. OUR RESPONSIBILITIES TO YOU — SALE

We will, following successful negotiation of a sale (whether by us dealing with estate agency work for you, through another agent, or privately by you), deal with the conveyancing of that property for you upon instruction. We will report to you at various stages in the transaction on the terms of the missives.

The work will be carried out for you either by one of our solicitors or by a paralegal. We do not allocate work to a conveyancer until you have agreed a date of entry. This is to ensure that no conveyancer is overloaded with transactions and cannot offer an efficient service. Immediately after you are successful in selling your property, your Sales Negotiator will notify you of the identity and contact details of your conveyancer.

The contract between us for the sale of this property will terminate once settlement has been effected and any ancillary matters have been finalised. Any claims in terms of the missives will not form part of this contract.

We will co-ordinate settlement on the due date in so far as these arrangements are in our control. We cannot guarantee the time at which settlement will take place and we cannot be responsible for delays by other solicitors. You will be required to ensure that a set of keys is with the nominated office two working days before settlement to enable us to deliver them to the purchaser following settlement.

39. MISSIVES — SALE

Missives are formal letters which pass between solicitors, including the offer and the acceptance of said offer. When all the terms are agreed, the sale is “concluded”. Please note that you do not have to sign missives; you will be bound by our signing the letters on your behalf.

You will require to be regularly available to give us instructions during your transaction. We will check with you throughout the negotiation of the missives and will give you a final opportunity to withdraw from the transaction before missives are concluded. Please note, however, that missives can be concluded by the purchasing agents outwith our control.

There is now a standard form of contract (the Scottish Standard Clauses) for property purchases and sales in most of Scotland. These will be provided to you at the point of offer accepted; should you wish to review them sooner, please let us know. They can also be viewed via The Law Society of Scotland website.

> **If you withdraw from a sale after the conclusion of missives, you will be liable to pay damages to the purchaser. These damages will include any losses which the purchaser makes because of your failure to complete on time or at all. Full details are included in the Scottish Standard Clauses.**

40. FEES — SALE

If we undertake any conveyancing work on a transaction which subsequently does not complete, our fees or a reasonable proportion thereof will remain payable, dependent upon the amount of work carried out to the date of termination. Further, if you withdraw your property from the market before a sale is achieved, you will pay us a withdrawal fee of a minimum of £250 + VAT, plus any additional outlays.

41. PAYMENT OF FUNDS TO US — SALE

Where there is a shortfall between the sale price and the total of your outstanding loan(s) and our fees and outlays, you will be required to pay the shortfall to us in cleared funds not later than three banking days before the date of settlement. We will notify you as soon as reasonably practicable if a shortfall arises or becomes apparent.

42. PAYMENT OF SALE FUNDS TO YOU

Free funds from your sale after the repayment of your loan will be paid by CHAPs or Faster Payment up to 7 working days after the transaction settles. If your sale transaction is settled by CHAPs, we will make efforts to pay off your loan and send any sums due to you by CHAPs or Faster Payment not later than three banking days following settlement.

We will not be liable for any failure by the Banks to transmit funds in accordance with our instructions. We shall be entitled to deduct our fees and outlays from any sums due to you. We reserve the right to retain the sum of £100 to meet any final expenses and charges and shall return any balance to you once the matter is completed.

If you wish us to lodge funds in a different bank on your behalf, please note that there will be an additional charge for making these arrangements (currently £100 + VAT). For the avoidance of doubt, we will not be responsible for the failure of our bank.

43. TAX ADVICE

We are unable to advise on any tax matters arising from your sale including Capital Gains Tax. For the general tax advice exclusion, see section 3.1. Where your sale gives rise to an Additional Dwelling Supplement (ADS) reclaim, a fee of £250 + VAT will normally apply; please note that the ADS reclaim fee provision above applies to both sale and purchase matters.

44. ENVIRONMENTAL MATTERS

We do not advise on environmental matters, including but not limited to environmental searches, contaminated land, flooding, energy performance, or climate change-related risks. These matters are out with the scope of our services. If you wish to obtain advice on these issues, we can provide details of suitably qualified specialists.

45. PROPERTY SALES — TITLE GUARANTEE

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.

> **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. If you are in any doubt, please consult us immediately.**

PART C — PROPERTY PURCHASES

These additional terms should be read in conjunction with Part A (General Terms of Business) and deal with additional matters arising out of the purchase of a property.

46. GENERAL — PURCHASE

We are not instructed in relation to financial services such as mortgage and insurance. It is your responsibility to chase your loan papers and to obtain your own buildings insurance. There will be periods when you will hear nothing from us; however this is normal and does not mean that we are not progressing your transaction. If you have any concerns, please contact one of our offices or the person dealing with your case.

47. SOURCE OF FUNDS (ADDITIONAL REQUIREMENTS)

We will require you to provide evidence of how you have obtained the funds to pay to us as a deposit on your purchase price, or indeed the whole price. This evidence must be sufficient to show us that you have received the funds legally and that they are your own funds. If you receive any funds from a third party, you will require to satisfy us that this is acceptable, and the same evidence will be required of the third party along with their ID.

> **You MUST tell both your lender and us at the earliest possible opportunity if funds have or will (a) come through a third party; and/or (b) been gifted to you. We will have to declare the source of funds (including gifts and third party loans) to your lenders.**

To satisfy the requirements on source of funds you may have to produce documentation such as a copy of a Divorce Court order, bank statements going back for considerable periods, a letter from a solicitor confirming you have inherited sums, contracts for the sale of shares, closure of an ISA, or evidence from a solicitor showing that the funds came from an earlier sale of property. This list is not exhaustive.

> **We cannot settle your transaction without this evidence being provided and being found acceptable to us at least 14 days prior to the proposed Date of Entry.**

48. OUR RESPONSIBILITIES TO YOU — PURCHASE

We are instructed to negotiate the purchase of a property for you. One of our Purchase Negotiators will discuss with you the terms of the Home Report on the property prior to purchase and will give some guidance on the amount you will likely have to offer in order to have some prospect of success. Any opinions given are for guidance only and may not otherwise be relied upon.

We will, following successful negotiation of a purchase, deal with the conveyancing of that property for you. We will report to you at various stages in the transaction on the terms of the title and on the terms of the missives. We will also deal with preparation of the documentation required by any lender.

The conveyancing work will be carried out for you either by one of our solicitors or by a paralegal. We do not allocate work to a conveyancer until you have agreed a date of entry. After you are successful with a purchase, your Purchase Negotiator will notify you of the identity and contact details of your conveyancer.

The contract between us for the purchase of this property will terminate once settlement has been effected, any LBTT has been paid on your behalf and the title has been registered. Any claims in terms of the missives will not form part of this contract.

49. CLOSING DATES

We will note your interest in any property on request. In most cases, the selling agents will notify interested parties of the setting of a closing date; however there is no legal obligation on them to do so. They may accept another offer without reference to you or us.

50. PURCHASES OF NEW BUILD PROPERTIES

The procedures in respect of new build properties differ in a number of material respects from standard purchases. These will be clearly outlined upon receipt of the documentation from the builders' solicitors. You should be aware of two particular aspects:

- The date of entry is an uncertain date. The date can change and you will not be informed of a definite date until around 2 weeks before settlement.
- There are additional outlays payable for searches required by your lenders which the builders will not supply.

51. CLADDING — EXTERNAL WALL SYSTEMS

In certain situations, further investigations may be required for flatted dwellinghouses in relation to external wall systems (including but not limited to cladding). We cannot give advice on the structural integrity of the building or the necessity of obtaining an EWS1 form (or any similar structural or building indemnity/report/document), nor give advice on any of same.

For all flatted properties we will enquire of the Home Report Surveyor if there is any external wall system for which an EWS1 is required. We shall rely on the surveyor's advice in relation to your individual purchase. We will not advise on the sufficiency or otherwise of the EWS1 or the Professional Indemnity cover of the provider, but will copy it to you and your lenders for confirmation that you wish to proceed. If required and instructed by you, we will obtain an assignation in your favour. We will charge an additional fee of £250 + VAT for attending to any additional work required in respect of cladding investigations, the EWS1 Form and/or the assignation of said EWS1 form.

52. MISSIVES — PURCHASE

Missives are formal letters which pass between solicitors. When all the terms are agreed, the purchase is "concluded". We will use the Scottish Standard Clauses in any purchase on your behalf. To see the Scottish Standard Clauses, please check the website of The Law Society of Scotland.

Please note — you are not required to sign missives; you will be bound by our signing the letters on your behalf. We will check with you throughout the negotiation of the missives and will only sign missives on your instructions. You should note, however, that at any point the selling agents could conclude missives without reference to us.

> **By instructing us to offer for a property (or if the offer is "subject to survey" and you instruct us to withdraw the survey clause following your receipt of a verbal survey report), you must be willing to be legally bound to purchase the property. It is possible that the seller's solicitor may issue a formal letter accepting the offer which would immediately result in a legally binding contract. You should therefore not instruct us to put an offer in for a property unless you are willing to be legally bound to the purchase and unless you are satisfied that you will be able to finance the purchase.**

If you have difficulty in obtaining mortgage finance or concluding any house sale in time for the date of entry after the conclusion of missives, you will be liable to pay damages to the seller. These damages will certainly include interest at the rate of at least 4% per annum above Bank base rate on the purchase price. If you fail completely to make payment, you will also be liable for other substantial damages such as the difference between the price you offered and the price the seller actually secures in re-selling the property, plus additional legal fees and expenses. Full details are included in the Scottish Standard Clauses.

53. SURVEY

Once your offer has been accepted verbally by the selling agents, we will instruct a survey for you at your request or your lenders' request, if you so require and put us in necessary funds to do so. Otherwise, a Home Report will have been prepared prior to the marketing of the property commencing by the Seller. While you may be able to rely on this, your lender may not, especially if it is more than 3 months old. It is your responsibility to review the Home Report and satisfy yourself on all aspects of it. We do not provide advice on the Home Report and cannot be held liable for any failure to bring matters to your attention within same. We will, however, review the surveyor's comments in the relevant section addressed to legal advisors/solicitors and discuss same with you where relevant.

54. FEES — PURCHASE

Additional fees will be charged in respect of Shared Equity Schemes, Help to Buy, or separately represented lenders. If any of these are proposed, please ask us for a note of the additional charges involved.

In the event of cancellation of instructions for any reason outwith our control, a fee charge for time expended, plus outlays incurred to the date of cancellation, will be payable on receipt of invoice.

55. LAND AND BUILDINGS TRANSACTION TAX (LBTT) AND TAX ADVICE

We will prepare on your behalf a form for submission of your details to Revenue Scotland. We will discuss or request information for the important elements of the form with you (and may in certain instances send the draft form to you along with any security documentation in respect of a loan prior to settlement). By instructing us to proceed with your purchase transaction, you will be deemed to have authorised us to notify Revenue Scotland and to disclose the details of the transaction to them, and importantly to make the relevant submission on your behalf.

Tax Advice: We are unable to advise on any tax matters arising from your purchase, including (without limitation) Capital Gains Tax, Inheritance Tax and Additional Dwelling Supplement. For the general tax advice exclusion, see section 3.1. Independent tax advice should be sought for all such matters.

56. TITLE

Please note, in the absence of contrary instructions, the title to the property will be drawn in favour of you both equally and to your respective executors and successors (i.e. without a survivorship or such like provisions in the event of either death). We recommend that you deal with your testamentary wishes, as well as any connected Inheritance Tax issues, in separate Wills. If you wish the title to be drawn in unequal shares or to include a survivorship clause, you must advise us immediately of your requirements.

For further advice on these matters, please contact our Private Client Department on 0808 1234100.

57. BUILDINGS INSURANCE COVER

It will be your responsibility to obtain buildings insurance cover with effect from 00.01 on the date of entry of your purchase. If you are obtaining a mortgage loan, it is your responsibility to forward to us a copy of your insurance schedule a few days before settlement is due. If you do not do so, the transaction may not settle.

58. RETENTION OF TITLE DEEDS

In some cases, your title deeds will be sent to your lenders following completion of the registration process. If, however, you do not have a lender or your lender does not want the titles sent to them, we would propose to keep the titles in safekeeping for you. We do not charge for this service; however, we would make a reasonable charge (currently £50 + VAT) for retrieving the deeds if they are to be sent out to another firm of solicitors. There will be no charge in the event you instruct us to act in a future transaction.

59. ENVIRONMENTAL MATTERS — PURCHASE

The environmental matters exclusion at section 44 applies equally to purchase transactions. We do not advise on environmental searches, contaminated land, flooding, energy performance, or climate change-related risks. If you require advice on any such matters, we can provide details of suitably qualified specialists.

60. DEFECTS IN YOUR NEW HOME

The Scottish Standard Clauses entitle purchasers, in very limited circumstances, to make a claim against the seller if any central heating system, or any services at the property are not in reasonable working order.

You should check everything as soon as you move in and let us know of any defects for which you can make a valid claim within 5 working days from the date of entry. Please note that you will not have a claim in respect of lesser amounts of less than £500, and you will not have a claim for general defects (such as sagging floorboards, non-opening windows, or loose tiles) which are not covered by the Standard Clauses.

Although you may have a valid claim, the seller may not pay without court action being raised. This may be expensive, and even then, if they do not have the funds to pay, you may be left out of pocket. In many cases, particularly where amounts involved are relatively small, we are likely to advise against such action being taken. We do not carry out court work and would have to pass you to another firm to undertake the litigation.

CONTACT DETAILS

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