

FREDERICK & CO SOLICITORS LIMITED

TERMS AND CONDITIONS OF BUSINESS

We are committed to providing you with legal services of the highest possible standard. The following terms of engagement will apply to all work carried out by us on your behalf, unless otherwise specifically agreed in writing by a partner. In addition, we are, like all Scottish solicitors, members of the Law Society of Scotland and subject to its professional rules at all times.

Your continuing instructions will be deemed to amount to an acceptance of these terms.

Solicitor Responsible

You will be allocated a solicitor who will have overall responsibility for your relationship with us. You will be notified of the names of any other personnel who may (with your approval) handle the day to day conduct of your work.

Instructions

Instructions may be given to us verbally or in writing, although we reserve the right to ask you to confirm your instructions in writing if we consider it appropriate. You should notify us of any changes to your instructions as soon as possible. If you wish anyone other than yourself to give us instructions or information you should confirm this in writing. Your instructions should be clear and not misleading and we reserve the right to decline any instructions we consider improper or unreasonable. You should co-operate with us when asked and produce any documentation or information promptly when requested.

Where we carry out work for more than one person, but only one of them provides instructions, we shall assume that person has the authority of the other(s) to do so, unless agreed otherwise in writing by a partner. In that situation, each person for whom we do work is equally responsible for the instructions given to us and jointly and severally liable for payment of our fees and outlays.

Where we carry out work for a private limited company, instructions should normally come from the directors of the company or those who intend to be directors after incorporation. Unless agreed otherwise in writing by a partner, our acceptance of instructions on behalf of a private limited company is conditional upon the directors of that company being equally responsible for the instructions given to us and jointly and severally liable along with the company for payment of our fees and outlays.

We cannot act for two or more parties if they have conflicting interests. Please advise us at the outset if you are aware of any conflicts which may arise.

Advice

Advice given and documents prepared for you by us are for your sole use and benefit in relation to the matter on which we are advising you (and no other unrelated matters) and should not be passed to third parties without the prior written consent of a partner. In the event that such consent is given we will have no liability to any third party to whom the advice or documents are disclosed.

We have no responsibility for advising on the tax implications of any matter on which we are instructed. Where we instruct professional advisers or others on your behalf we do so as

your agent and will not be responsible for the advice given or for any acts or omissions of those parties.

AMENDMENT TO RULES ON CGT DISPOSALS IN SCOTLAND FROM OCTOBER 2021

All clients selling property in Scotland should be aware of an amendment to the regulations regarding intimating disposals to HMRC and paying any Capital Gains Tax (CGT) thereon.

The new and demanding rule (introduced in April 2020) that a return and payment are made within 30 days from the date of conveyance when a residential property is sold or otherwise disposed of, has been amended in the October 2021 Budget to extend the deadline to 60 days.

The change primarily affects those disposing of a second home or rental property, as there would be no requirement for CGT to be paid, or a return to be made, where the gains are accruing on a main residence that is fully covered by Private Residence Relief.

Overseas Residents and CGT

Non UK residents must also report all UK residential property gains and losses within 60 days, including the disposal of an individual's UK home, even if the gain is covered by Private Residence Relief or there is no tax to pay.

Additionally, non UK residents are also expected to report sales of commercial land or property within the 60 day timeframe (previously 30 days).

If client have any queries regarding same they should check the position on HMRC website or contact their own accountants.

Frederick & Co are not tax lawyers and are therefore not in a position to give any advice to clients on this topic. In proceeding with the sale Frederick & Co will consider that each client has made their own checks and have satisfied themselves as regards their obligations/responsibilities

All copyright and other intellectual property rights in the documents produced by us during the course of work carried out on your behalf will remain our sole property and may be adapted or used for other clients without your consent.

Whilst it is often difficult to estimate precisely how long a task will take to complete, we will deal with your work as quickly and efficiently as possible. Please remember that the speed at which work can be completed can often be affected by the cooperation (or lack of it) we receive from people outwith our control.

Information

We will not disclose to any person any confidential information relating to you or any matter handled by us on your behalf except with your consent or in the proper conduct of that matter or where we are compelled to do so by law or the rules of any applicable professional body or regulatory authority. Where you authorise us to work on your behalf with other professional advisers we will be entitled to assume that you have consented to the disclosure of information by us to those professional advisers.

We will use your information to provide you with legal services and for administration and training purposes.

We are required to obtain proof of identity from you in order to comply with anti-money laundering regulations and indeed may be required to disclose confidential information to the relevant authorities in certain circumstances where we are prohibited from notifying you about such disclosure.

Proceeds of Crime Act and Money Laundering Regulations

- (a) The Money Laundering Regulations require us to be satisfied as to the identity of our clients and as to the source of any funds passing through our hands. In order to comply with these Regulations, we may at the outset of your transaction instruct a search with a credit reference agency. We may be unable to carry out any work on your behalf until a satisfactory report is received. In normal cases this will not delay progress. The cost of the provision of this service will be included in your final account. We will also require you to provide proof of identity in accordance with clause (b) and may require other information in relation to these matters.
- (b) In order to comply with the Money Laundering Regulations, we may require sight of documents to prove your identity and address even if you have been a client for some time. The types of documents we may require are passports, driving licences, bank statements etc. Please note that it may be necessary for us to ask for this documentation to be updated from time to time.
- (c) When sums are being paid to us by bank draft, building society/bank counter cheque or telegraphic transfer of funds we shall require a letter from the issuing bank confirming the name of the account from which the monies have been withdrawn. In the event that the debited account is not that of the client we shall require to meet with the appropriate third party whose account has been debited and we shall require that party to produce money laundering evidence in terms acceptable to us.
- (d) In addition to the items referred to in Clause (a) and (b) hereof we may require to obtain from a client additional basic financial information and, if required, this will be dealt with at your first meeting with a solicitor in this firm. In the event that you are referred to this firm by a mortgage broker or other intermediary, by your acceptance hereof you authorise us to obtain from such advisor or intermediary a copy of the appropriate client fact find.
- (e) We reserve the right to withdraw from acting for you if you fail to provide us with the information requested of you and required in connection with our anti-money laundering procedures.
- (f) The solicitors in this firm are required to comply with the Proceeds of Crime Act 2002 and Money Laundering Regulations. That being the case you may no longer be able to rely on the duty of confidentiality where the solicitors in this firm know or suspect a criminal activity is involved including tax evasion or benefit fraud.

Fees and Disbursements

If no specific basis for charging is agreed with you by a partner in writing then our fees will be calculated per the Fee Charging Schedule appropriate to your matter at our hourly rates, details of which are available on request. Our fee may also be adjusted to take into account the complexity of the matter, the skill, knowledge or responsibility involved, urgency, novelty, the place or timing of work, or the value of the transaction.

Disbursements and expenses incurred by the Firm on your behalf will be added to our charges. These include (but are not limited to) registration dues, Land & Buildings Transaction Tax, counsel's fees, accountancy fees, audit fees, expert witnesses' fees, travelling, accommodation or subsistence costs, courier charges, bank charges and other administration charges. We will assume that we have your authority to incur those expenses it would be reasonable to incur in the proper performance of the work you have instructed us to carry out unless otherwise notified by you in writing.

We reserve the right at any time to request that you make a payment to account in respect of incurred or expected fees, disbursements and expenses. Valued Added Tax will be charged at the applicable rate from time to time on all fees and on those disbursements and expenses that bear it.

Where we give an estimate it will be based on our experience of the work you have asked us to do. If the work turns out to be more complicated or takes longer than anticipated, we may increase our estimate to take account of this and will endeavour to inform you about such increase as soon as possible.

We may render a fee or an invoice for disbursements or expenses on conclusion of a matter or on an interim basis at our discretion. Payment is due on presentation of the fee note or invoice and in the event that payment is not made within 30 days of the date of presentation we reserve the right to charge interest on any outstanding balance at the rate of 2% above the base rate of The Royal Bank of Scotland plc from time to time. In addition, we also reserve the right to suspend the provision of services until such time as payment has been made in full.

Please note that, unless otherwise agreed in writing by a partner, you are responsible for payment of our fees even if a matter does not proceed to completion, we have agreed to invoice a third party, you are insured or someone else has agreed to pay your expenses.

Where we receive sums which belong to you we shall be entitled to deduct from those sums all outstanding fees, disbursements and expenses before remitting the balance to you. All monies belonging to you which are not required for fees, disbursements and expenses will be either held by us in accordance with the provisions of the Solicitors (Scotland) Accounts Rules, or will on your direction be remitted to you.

Sale Transactions-Factors/Property Managers

In the course of your sale transaction, we will write to the Factor/Property Manager for your property to confirm the change of ownership and to request apportionment of their charges from the date of entry.

We will pay all outstanding Factor's charges, however, it is not our Firm's policy to retain money from your sale proceeds pending the issue of the Factor's final account (which can be months later). In those circumstances, we will provide the Factors with your forwarding address and request they send the final account to you.

Payment of Fees or Funds due by you

In the course of the transaction, we will NOT change our bank details. If it is necessary for us to change our bank details we will NEVER under any circumstance change our bank details through email.

For the purposes of payment of fees or funds, our bank details are as follows:-

Account Name: Frederick & Co Solicitors Ltd Client Account
Account Number: 00351215
Sort Code: 80-07-60

Privacy Policy

In terms of the GDPR regulations which came into effect on 25th May 2018, Frederick & Co solicitors have reviewed their privacy policy and you should use the following link for further details of how we use and store your data:-

<http://www.frederickandco.co.uk/cookie-privacy-policy/>

Should you have any questions regarding this please contact our Michael Jackson.

Complaints

We are keen to ensure that you are happy with the quality of services provided. If you would like to discuss how our service could be improved or have any complaint regarding our service please contact the partner responsible for your relationship with us in the first instance. In the event that you consider your initial approach has not resolved the matter then we would invite you to raise the matter with Sabina Donegan, our Client Relations Officer. If you are still dissatisfied you are entitled to take the matter to the Scottish Legal Complaints Commission, The Stamp Office, 10-14 Waterloo Place, Edinburgh, EH1 3DG.

Termination

Either of us may terminate our appointment at any time in writing. On termination, you will be responsible for making payment to us of all fees, disbursements and expenses incurred prior to termination, together with any further fees, disbursements and expenses reasonably incurred by us in connection with the transfer of our files to any other solicitor instructed by you. We will be entitled to hold any title deeds, files or other papers until we have received payment in full.

General

If any provision of these terms of engagement shall be held to be illegal or unenforceable in whole or in part such provision to that extent be deemed not to form part of these terms and the enforceability of the remainder of these terms shall not be affected. These terms of engagement shall be governed by the Law of Scotland and shall be subject to the exclusive jurisdiction of the Scottish Courts.

Frederick & Co Solicitors Limited

January 2023