FREDERICK & CO SOLICITORS LIMITED

TERMS AND CONDITIONS OF BUSINESS

INCLUDING IMPORTANT NOTES FOR CLIENTS

This Document together with our engagement letter forms the contract between you and Frederick & Co and it very important that you read these fully and carefully.

Frederick & Co is the trading name of Frederick & Co Solicitors Limited (Company Number SC380164) and having its registered office at 19 Sandyford Place Glasgow G3 7NQ. Frederick & Co includes all Directors, employees and representatives of the Company. Frederick & Co is a firm of solicitors regulated by the Law Society of Scotland. Our offices are open Monday to Friday 9am to 5pm. Our telephone and email details are contained in the Letter of Engagement.

VAT- we are registered for VAT- our VAT registration number is GB260704873.

1. TERMS OF BUSINESS

These terms of business (as updated from time to time) apply to all work carried out by Frederick & Co. Where we say "you" or "your" in these terms, we refer to the client identified in our engagement letter. Where we say "we", "us" or "our", we mean Frederick & Co.

These Terms of Business together with the Letter of Engagement which we send to you confirming your instructions constitutes our Contract with you. Unless we agree otherwise with you in writing or email, it will be assumed that by providing us with your instructions you accept these Terms of Business in full and we shall proceed on that basis.

These Terms of Business shall apply to the services which we shall provide to you as our client in relation to any matter on which you so consult us, unless otherwise agreed. When you instruct us on a new matter, we shall usually send a new letter of engagement except where the instruction constitutes repeat business

We shall confirm at the outset of the matter, the Partner with ultimate responsibility for our work for you. They will introduce to you to their team, who will assist them with your transaction.

2. OUR SERVICES AND ADVICE

Unless your engagement letter clearly states otherwise, we will not advise you on the law of jurisdictions outwith Scotland or on any accounting or tax matters.

In connection with accountancy or tax matters we recommend you seek advice from tax advisors or accountants (as may be appropriate).

Unless we have expressly agreed in writing, our services are provided only for the benefit of you as our client. We accept no responsibility to any other party.

Unless we have otherwise expressly agreed with you, we will not be responsible for monitoring or reminding you of renewal dates or other notice periods.

We are not responsible for delays out with our control. If our services are delayed by an event outside our control, we shall contact you as soon as is practical to let you know and to discuss what can be done to reduce the impact of such delay.

You agree that any decision as to whether a risk is acceptable to you is a matter solely for you to make. Any assessment that may be made by us as regards such risk shall be based only on the information which is then available to ourselves and you shall accept such assessment as only one factor in making any practical or commercial decision by you.

3. YOUR INSTRUCTIONS TO US

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

If there is any change to your instruction you must notify us in writing immediately.

We can only act upon information and instructions you provide to us. We cannot accept instructions from third parties (e.g. parents /partners etc).

If we are acting on behalf of more than one party (for example for spouses or cohabiting partners) unless it has been expressly confirmed to us in writing, we will however be entitled to rely on instructions from one party only, which instructions shall be binding on all parties as if they had each provided such specific instruction.

You can instruct us either verbally or in writing. We may request that you confirm your instruction in writing (especially where those instructions are of a complex nature).

If you are a Limited Company, unless we have agreed otherwise with you in advance, it is a condition of our accepting your instructions that we may accept instructions from any one of the Directors and that all Directors are jointly and severally liable along with the Company for the payment of our fees and outlays. In addition, you agree that we may instruct a Company Search to verify the Company details you have provided to us. We may request you provide to us a copy of the memorandum and Articles of Association.

If you are a Limited Liability Partnership, we may take instruction from any member, partner or other person authorised by such member or partners to do so.

4. YOUR AGREEMENT TO US

You agree:

a. To provide us with clear and consistent instruction and that without delay.
b. To respond fully, frankly and promptly to requests for information.
c. To provide us with full accurate and complete information to the best of your knowledge, on the understanding that we may rely on same and that we shall not be required to verify same.
d. To confirm as soon as possible of any changes in the information you have provided to us including any contact details.

e. Accept our regulatory restriction. If we advise that we cannot carry out an instruction for you because so doing would be in breach of our legal professional or regulatory duty then you must respect same.

f. To pay monies on account and our invoices in accordance with these terms.
g. To be available to sign documents where necessary. Please advise us of any holiday plans or work-related travel as soon as possible.
h. In the event of any failure at f) or g) above, your work may be delayed and, in such case, we will be not be responsible for anything that arises therefrom .
i. If we cannot receive clear and prompt instruction from you, we may require to cease to act on your behalf.

6. OUR COMMUNICATION TO YOU

We will communicate with you at the address email or telephone number you have provided to us.

We will accept and act upon instruction from you or those authorised by you by email. You will be bound legally by any such instruction and be liable for all fees and outlays that may flow form same.

Our emails are NOT encrypted. Emails and mobile telephones are potentially insecure channels of communication. Information communicated in this way may be intercepted, lost , amended or destroyed or deemed unsafe to use. We take reasonable steps to protect the integrity of our systems and screen for viruses on incoming emails and would require that you also do so. We shall not be liable for any loss or damage you may suffer as a s result of using such communication channels. if you do not wish to use such channels, you must advise us at the outset of the transaction.

Please be particularly vigilant regarding Bank details we send to you for payment. We would always recommend that you verify same directly with us by telephone before making any payment. Our Bank details will **not** change during the course of our transaction. We will not be responsible if you make payment to an incorrect account .

We do seek to support and promote equality and diversity. If it would assist you for our communications to be delivered in a different way, please let us know at the earliest opportunity.

7. OUR FEES, DISBURSEMENTS AND EXPENSES

It is important that you are clear as to how we will charge a fee for the work we do before we start acting for you. How we calculate our fees is set out in this letter. If we are able to provide a fixed fee for the work to be carried out this will be communicated to you along with our engagement letter. We would ask that you read this letter carefully and return your acceptance to us as soon as is possible. If we have not had an acceptance from you but you have continued to communicate in relation to the transaction instructed, we shall proceed on the basis that you have received, read, understood and accepted the terms of the fee estimate.

Fees on a time spent basis. If our fees are calculated on a time spent basis the following applies:

a. Six-minute units. We calculate the time spent by us on six-minute units (an hour broken down into ten units each of six minutes) and charge out at the hourly rate of the person doing the work. Where a task such as writing a short or standard letter or email, or making a phone call takes less than six minutes of a person's time, the time spent is rounded up to six minutes.
b. Increases in hourly rates. We review our hourly rates periodically and we will notify you if there is any change to the rates being applied to your matters. We may also increase our rates if your instructions change for example if the matter, we are working on becomes more urgent or complex. We will give you advance notice of any increases.

c. Estimates are not binding. Any estimate of our charges (fees, disbursements and expenses) for dealing with your matter or reaching a certain stage, are not binding. We may update estimates as a matter progresses, and you must pay all our charges even if they exceed the estimate.

d. How we will calculate our fees. If we do not agree to a fixed fee for a fixed amount of work and service level our fee will be calculated taking into account a variety of factors including the amount of work that we require to carry out for you. This will include the importance and complexity of the work; the timescales; the level of risk to us; the amount of experience required for the matter instructed and the level of personal service requested. The current charges (as at 1/1/2026) that apply are;

   i. Meetings telephone calls - 1 unit per 6 minutes or part thereof.
   ii. Letters - 1.25 units per page of 125 works.
   iii. Preparing other documents - 3 units per sheet of 250 words
   iv. Preparing accounts - 5 units per sheet

Unless otherwise stated in the scope of works for your file, the hourly rate that will apply will vary, depending on the person doing the work. Our current rates are as follows (excluding VAT):

Director: £300.00

Paralegal: £175.00

If the work is done by a junior person but supervised by a senior person, the hourly rate for the senior person supervising the work will apply as if the work had been done by them personally.

We will send our account for Assessment by a Law Accountant unless we have agreed otherwise with you. The Law Accountant can also apply an uplift to the overall fee if they consider it appropriate. Examples of things that may be considered appropriate include urgency, complexity, risk or value; Any extra work will be charged for separately using the mechanism above.

Fees on a fixed or capped basis. In the majority of our conveyancing, Will and Power of Attorney instructions, we will be able to proceed on a fixed estimate of charges which will be based upon an assumption that we are in receipt of all relevant facts and that certain matters only relevant to such dealing will apply. There will be provided with your fee estimate a detailed list of ancillary matters that may occur during the carrying out of your work and for which no provision has been made within the estimate provided. In the event that such excluded matters do apply the additional fee as allocated to same shall be added to the estimate of charges. In most cases you will be aware that such additional matters are applying. Insofar as such matters will be integral to the effective carrying out of the transaction that you have instructed us in, we proceed on the basis that you have instructed us to proceed with such additional matters without express instruction where they are considered reasonably necessary in our expertise to effectively progress your instruction.

Where payments of fees are due by 3rd Parties - you will remain responsible for your fees and outlays even if they are to be met by a third party.

Interim Invoices: We reserve the right to issue interim invoices where appropriate to do so.

If your transaction does not complete (or we cease to act for you): If your transaction does not complete, we will charge you all or part of the estimated fee should your transaction not proceed for any reason.

VAT- VAT is charged at the current rate of 20% on all fees and on certain disbursements.

8. OUR INVOICES AND PAYMENT TERMS

We may invoice you regularly, on completion of your matter, or at the intervals indicated in your engagement letter.

We can invoice you for disbursements and expenses for any period at any time even after we have invoiced our fees for that period.

Payment is due within 14 days and we charge interest on late payments. Our invoices are payable within 14 days of your receiving them. We charge interest on unpaid bills as follows;

If you are individual who is not instructing us in connection with your business-A rate of 4% above the Bank of Scotland Base rate; or

For business customers-The rate set under the Late Payment of Commercial Debts (Interest) Act 1998 as amended, extended or re-enacted from time to time. Interest will begin to run before securing judgement.

If we receive funds on your behalf-Where funds pass through our Bank Account, we shall have the right to take payment of fees and outlays.

Joint and Several Liability for fees outlays and disbursements-Where we act for more than one party, all parties are jointly and severally liable for the payment of fees.

If you have not paid-We reserve the right to withdraw from acting for you if payment of fees are overdue.

Payment requested at outset of dealing-We may require a payment to account at the beginning of a transaction. Please ensure you make payment of these sums immediately upon request. Failure to comply could result in delays for which we do not accept responsibility.

No set-off withholding or deduction by clients-You must pay our invoices and any late payment charges without deduction set off or counterclaim.

How to complain about our Bills-To complain about an invoice please contact the Partner responsible for your matter in the first instance. If the matter is not resolved to your satisfaction, you can raise a complaint following our complaints procedure as detailed below. You can also ask the court to assess our Bill of costs subject to certain time limits and conditions.

Introduced work-From time to time, we pay part of our fee to partners who introduce work to us. The actual amount paid will vary from case to case. If you require more information regarding this, or do not wish us to do so for your transaction, please advise us immediately and before we commence carrying out any work for you.

Balances held by us-If we hold a small balance for you, less than £10, we will take this to fees. If the balance is greater than £10, we will try to contact you with the current contact details we have. If we are unable to make contact with you to refund such advice and the balance is less than £50, we will pay the balance to a charity of our choice. If the sum is greater than £50, a fee will be taken for trying to locate you at the last address we have for you, and the remaining balance will be remitted to The Kings and Lord Treasurers Remembrancer (KLTR).

9. BANKING

Where we hold your money and associated risks. We hold your money on our behalf in our Client Account with Bank of Scotland. We are not liable for any losses you suffer because of any Banking Institution being unable to repay depositors in full. You may however be protected by the Financial

Services Compensation Scheme (FSCS) You should check in their website www.fscs.org.uk for further information . You should also note:

The FSCS can pay compensation up to £85,000 if a banking institution is unable or is unlikely to be unable to pay claims against it. The limit is per banking institution. If you hold other monies in the same bank as our client account, the limit remains £85,000.

Our account details. We will not send you information about changes to our bank account details. If you do receive an email purporting to be from someone at Frederick & Co advising you of a change to our Bank Account-**this will not be genuine. DO NOT** reply to the email or act on any information it may contain. Please advise the person dealing with your transaction immediately.

We do not accept cash in excess of the sum of £500. We cannot offer a banking facility and there will be limits on how funds can be paid into and out of our client's account

Deposits directly with our Bank. If you or anyone else (on your behalf) try and deposit cash directly with our bank, we may charge you for any additional work which we deem necessary to prove source of funds.

Our policy is that we will not ordinarily place client funds in an interest-bearing account unless we are likely to be holding same for a lengthy period of time (in excess of 6 months) .

Payments to you. Where we pay money to you it will be paid by bank transfer. We will not pay in cash or make any payment to a third party on your behalf, unless we have expressly agreed to do so in writing. We will only repay any funds we receive from you to the same account from which it was sent.

10. DATA PROTECTION GDPR AND THE RIGHT TO PRIVACY

We will keep all information relating to your affairs confidential and we will not disclose your confidential information to others. If we are working in conjunction with other professional advisors instructed by you (either directly or through us) we will assume that we may disclose any relevant aspect of your affairs to them.

You agree we may also disclose confidential information about your affairs if;

i) such disclosure is required or permitted by law.
ii) such disclosure is permitted by you.
iii) such disclosure is permitted by the professional rules applicable to solicitors practising in Scotland.
iv) we are required to do so by our insurers, solicitors appointed by our insurers, our brokers or other professional advisors.
v) your file is subject to an external quality audit.
vi) our work for you requires us to give information to third parties such as expert witnesses other professional advisors and funders.
vii) such disclosure is required to ensure compliance with statute and or other regulations laid down by the Law Society of Scotland from time to time.
viii) if the provision of such information falls within the scope of our instructions from you. In particular, we instruct third party contractors in the course of our work and we use outsourced resources in the course of our business.
ix) we are required by statute to make a disclosure to the National Crime Agency where we know or suspect a transaction may involve money laundering or terrorist financing. If we make a disclosure in relation to your matter, we will not be able to advise you that such a disclosure has been made. We may also require in such circumstances to cease working on your file for a period of time but are unable to advise you why.

We have no obligation to disclose to you, confidential information about other clients.

If we are required for any reason (whether during the course of a matter or after it has ended) to disclose documents or to give information relating to a matter or your affairs pursuant to a court order by a person with the authority to compel such disclosure, we shall comply. We will be entitled to be paid by you for the cost of such compliance at our hourly rates.

Frederick & Co is a Data Controller pursuant to the Data Protection Laws. A full copy of our Privacy and Data Protection Policy can be found on our website at:-

http:/www.frederickandco.co.uk/cookieprivacy-policy/ (we need to make sure it is) ****

If you wish a paper copy of our privacy notice posted to you, please let us know by contacting the solicitor manage your file.

If you have any questions about how we may process your personal data or that connected with your business please contact Michael Jackson, Director, Frederick & Co. 19 Sandyford Place Glasgow G3 7NQ (Tel 0141 221 5575) or by email at michael@frederickandco.co.uk

11. AUTHORISATION AND MONEY LAUNDERING

To enable us to comply with the Money Laundering, Terrorist Financing and Transfer of Funds (Information on the Payer) Regulations 2017 ("the 2017 Regulations") we are required to obtain and hold evidence of your identity.

In most cases we will use Amiqus, a secure online system, to verify your identity and gather the information we require. You will be asked to complete this process electronically by uploading proof of identity and address. In addition, for conveyancing transactions, we may use this system to send to you relevant questionnaires for the provision of general information we require for your transaction.

While we may be able to start work on behalf of clients before receiving this information, we may cease to act in the event that you or any connected party to you do not provide satisfactory evidence of identity within one week (or shorter if we so notify) of being requested.

We cannot complete your transaction until we have verified your identification. Any loss or penalty incurred, or increase in costs caused as a result of a failure to obtain this information, will be your responsibility.

We do require to update this identification evidence if twenty-four months have passed since you previously provided us with same.

If you are a private limited company we shall require to obtain a full Company profile from Companies House, which shall include details of the Company name, Company Number and the address of the registered office and business address. We may also require a copy of the certificate of incorporation. We shall require to ensure that all relevant personal details for directors as required by Companies House are up to date and if outstanding, we shall request that you address any necessary update with Companies House so we can verify same.

We shall require the names and addresses of all directors and beneficial owners and Persons with Significant Control and sufficient evidence that the person providing instructions on behalf of the Company is duly authorised.

In order to comply with the 2017 regulations and others we require to source all funds that will be remitted to us. We cannot act for you until we are satisfied on these issues. We will not settle a transaction unless you timeously provide us with the relevant information requested .Please ensure that

you respond to all requests for source of funding immediately . We will not be liable for loss or delay if you do not co- operate.

If you are receiving funds from a third party as a gift or a loan, we shall require to comply with the above procedures in connection with that individual to verify their identity and source of funds. It is important that you provide the relevant information regarding any such third-party provider as soon as possible. We will not be liable for any loss or delay caused by the delay in the provision of such information.

Where funds are being made either directly or indirectly by a third-party, we shall charge a fee of £95+ VAT respect of each third-party investigation for identification and source of funds. This will be in addition to any compliance fee provided in our fee estimate for you unless otherwise provided for in said estimate.

All formal identification and source of funds and wealth evidence will be retained by us indefinitely on file as part of our audit check.

What we will be asking for regarding source of funds:-

A) We need to know where the funds you will be using for the purchase are presently held.

B) We need to know how long they have been held in the account that they are presently held in.

C) If they have not been in the same account for the last 12 months, you need to explain to us where the funds have been held during the 12-month period.

D) We shall always require you to send to us copies of the 12 months statements showing the holdings of the sums that will be used towards the price.

E) Once we have the statements above, we may seek further statements for previous periods or will ask you to confirm the background to specific entries showing in your account.

F) If you have not held the funds for 12 months, we will need to know where funds have come from in to your account. Such funds may need to be treated as a gift for lender purposes and if so, we will need to follow the above procedure with the donor of these funds to you.

G) You should appreciate that this process is a legal requirement placed upon us and until our review of funds are completed, we may not be able to progress with your transaction and as such, you should not regard same as an invasion of your privacy.

H) The process can be quite time consuming and we simply ask that you demonstrate patience and understanding and respond promptly to all requests made of you

I) We will need to understand your own personal circumstances and will require to see in the first instance the previous 6 months wages slips and copy of your Bank statements showing the receipt of such income. Even where you are not using such income funds towards the price, we do require to make this investigation as part of our “know our client” investigation.

J) If the information that you give to us at the outset regarding the source of funds changes during the transaction we will need to place the transaction on hold whilst we redo the above investigation regarding the new information. We reserve the right to withdraw from the transaction if such revised information is not acceptable to us.

K) If the funds held in your bank account are cash payments lodged to your account either by you or a third party, we will require full information regarding same and may not be able to accept same as a valid source of funds in which case we would advise you.

L) We will not accept as a valid source of funds any crypto currency account, unless we have agreed with you at the commencement of the dealing to the contrary.

M) If funds are held in account out with the UK you require to bring this to our attention at the earliest opportunity in order that we can consider whether in principle we can accept same. This can often be based on issues too complicated for the firm to effectively manage for you, and in such cases, we would recommend the instruction of a larger practice with a dedicated Money Laundering Department.

N) If we do accept in principle the funds from a non-UK Bank, we may request that the statements are legally translated by an approved translator and are notarised as being accurate by a Notary or equivalent in that jurisdiction.

O) We do not accept any funds from accounts held in countries appearing in the "High Risk" category for AML purposes issued from time to time by the Law Society of Scotland or other regulatory body.

P) You acknowledge our duty to make such disclosure as considered necessary pursuant to the Proceeds of Crime Act 2002, the 2017 Regulations and other AMPL regulations which places an obligation upon us to disclose information in circumstances where we have a reason to suspect that the transactions made are an attempt to launder money or evade tax, this obligation overrides our duty of confidentiality to you. If this is the case we will act in good faith.

12. CONFLICT OF INTEREST

If we become aware of any conflict of interest in terms of the current Law Society of Scotland rules we shall discuss the position with you. You should also advise us if you become aware of any potential conflict. There are certain exceptions to the general rule which can be discussed as necessary.

13. HOW YOU AND WE CAN TERMINATE OUR AGREEMENT

You and we can terminate this agreement. You may terminate your instructions to us at any time by telling us in writing. We can also cease acting from you if we have reasonable grounds to do so, e.g. because you have broken your agreement with us by not giving timely instruction; paying invoices on time; or you have changed the nature of your instruction to us. We can also stop acting if we consider the solicitor- client relationship has broken down if we discover a conflict of interest, or you have acted in a manner towards our staff which is aggressive or threatening.

Payments on termination. If you terminate your instructions, or we stop acting for you we are entitled to seek payment from you of our fees incurred to that date and expenses incurred. We may also seek a fee to transfer your file to another advisor.

We can retain your documents until you pay. If you do not pay our invoice on time, we can retain documents deeds and other items relating to any matter we are working in for you until you have done so.

14. PROFESSIONAL INDEMINTY

The aggregate liability of Frederick & Co in any circumstances (including negligence or non-performance) for losses arising from or in connection with the services provided shall in relation to each matter be limited to the lower of the value of the transaction or our Master Policy . In no circumstances will any individual of Frederick & Co be liable to you personally whether by reason of negligence or otherwise.

15. COPYRIGHT.

All copyright in documents we produce is reserved to us. Advice given and documents prepared are for your use only and may not be copied or used by any third party without our express written consent.

When your matter is completed or we stop acting for you, unless you request the return of any documents you have supplied to us, we will retain them for as long as deemed necessary for legal and regulatory reasons and then destroy same. We will retain Wills in safe custody without limitation of time.

We reserve the right to charge you for retrieving documents from storage and for passing them over to you or other people for you.

16. COOLING OFF PERIOD

Consumers may have a right to cancel. If you are an individual who is not instructing us in connection with your business, you may have a right to cancel our agreement with you and receive a refund of any sums you have paid us in advance. You are likely to have these rights if we take your instruction outside of our office or at a distance e.g. online or on telephone. Your right to cancel expires 14 days after our agreement is made and if you request us to start work during that period you will have to pay us for any work we do until you cancel. Work which we start during the cancellation period cannot be cancelled once completed even if the cancellation period is still running.

17. COMPLAINTS AND OTHER CONCERNS.

We do hope that you will be happy with the service that we provide. If at any stage you have concerns or wish to make a complaint, inform the person handling your matter straight away about the nature of your concern. If you do not feel comfortable speaking to that individual then you should contact our complaints partner (Michael Jackson- michael@frederickandco.co.uk). If the person handling the complaint cannot resolve your concerns, then it will be dealt with as a formal complaint. We would expect to investigate your concerns and provide a detailed response to same within a period not exceeding 10 working days.

If you remain unsatisfied with the response received you may:

a. Complain to the Scottish Legal Complaints Commission (SLCC). You may be entitled for your complaint to be dealt with by SLCC, 12-13 St Andrew Square Edinburgh EH2 2AF (enquiries@scottishlegalcomplaints.org.uk or call 0131 201 2130). The SLCC would generally expect that you have followed the firm's internal complaints procedure in the first instance. Please note there are specific time limits as to when the SLCC can accept complaints. Please check the SLCC website for details on how these time limits apply (http://www.scottishlegalcomplaints.ork.uk).
b. We recognise that Alternative Dispute 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 have however chosen not to adopt an ADR process. If you have any concerns about the services you receive from this firm, you should follow the process above.

18. PRESUMPTIONS IN CONVEYANICING MATTERS

a. Co-ownership title. Where we act for two or more people purchasing a property together, we shall draw up the title on the basis that title will be held in equal shares, unless we receive instructions to draw up title in different shares to reflect either an unequal contribution to the sums used for the purchase, or the terms of the Agreement of all purchasers. We strongly recommend that you instruct the preparation of a Co-Purchase Agreement to draw up the title in different shares or to provide for an

unequal distribution of sale proceeds in the future. Frederick & Co would be able to assist with same only in the event of:-

i. Both parties providing the same instruction.
ii. Both parties confirming there is no conflict of interest and Frederick & Co are not aware of any such conflict.
iii. Both parties recognise that they are entitled to obtain independent legal advice on such matter.
iv. Frederick & Co are not asked and will not provide legal advice to either party regarding the preparation of same and shall prepare the Agreement on an execution only basis.
v. A separate legal fee will be charged for the preparation of same which will be confirmed to you and accepted by you both prior to the commencement of same.

b. Survivorship Destination. When a title is drawn up it can be worded either with or without a survivorship destination. If it includes a survivorship destination it constitutes an agreement between the parties that if one of them dies the other party automatically has title to the full property. If there is no survivorship provision, then on the death of one party, the share of that party goes in to their estate and requires to be dealt with in terms of the deceased's Will, or if no Will, according to the provisions of Intestacy. In the case of an unmarried couple where there is no Will and no survivorship, the share of the deceased party will not pass to the surviving party. In previous years it was extremely common for survivorship destinations to be included in titles for sake of simplicity. This can however lead to complications in taxation planning and also practical anomalies e.g. where the relationship between the parties has broken down. It is more common now to provide that survivorship is not addressed in a Title but by way of a separate Will. Accordingly, unless you request us otherwise in writing, we will prepare the title for a joint purchase **without** a survivorship destination. In this way title will not pass unless there is a Will providing for same or if the laws of Intestacy provide as such. If you wish to proceed with a survivorship destination you should let us know in writing as soon as possible. If you wish us to prepare a Will you must inform us in writing as soon as possible

c. Home Reports. A Home Report is provided for most properties being marketed in Scotland. In accordance with the Law Society of Scotland guidelines, we will not provide advice on the terms of any Home Report as it does not fall within our professional competencies to do so. The Report is carried out for the parties relying upon it and any questions you may have in connection with the findings of same should be addressed to the surveyor who carried same out. We do not accept any liability in respect of any error or omission in relation to any Home Report. We will consider matters referred to in the report under the heading "Matters for Professional Advisors". This may include such issues as alterations or the need to have reports instructed. If the Report makes mention of such matters but this section does not draw same to our attention then we require our client to request such matters be further considered. We proceed to accept instruction from you in a purchase on the strict understanding that you have received, read and accepted the full terms of the Home Report.

d. Defects identified once you have completed the purchase of your new property. The standard property contract for a purchase will provide that the seller will warrant that the heating, plumbing and electrical services in the property are in such working condition as is commensurate with their age and design. Any defects in these systems must be intimated to the seller in writing within 5 working days following the date of entry, if they are to have any liability for same. If the matter is not raised within said 5 working day period, there is no liability to the seller. The cost of repairing the items must also exceed £500 before the Seller is liable for same. It is important to appreciate that it is likely the seller will not be responsible for any defects in kitchen or other electrical appliances or the general condition of the property, which are largely sold as seen.

It can be a common occurrence that matters are identified by the purchaser following the date of entry and even although the contract provides that the seller is responsible for the cost of repair, they either

dispute the claim or do not respond. In such case the only resolution available to a purchaser is to raise an action in the Sheriff Court for a breach of the missives/contract. This can often be an uneconomical approach to take and would in most cases require that the repair be carried out yourself and the court action for payment follow.

Frederick & Co will accept an instruction within the provisions of the fee estimate from a purchaser client to intimate a claim within the 5 working day period. They will discuss with the client the likelihood of success or other. In the event that matter is disputed or protracted, ***Frederick & Co will be entitled to charge a client a further fee for continuing to pursue such matter based upon the hourly rate quoted above.***

Frederick and Co will in no circumstances be responsible for the cost of repairs required to any property either brought to a purchaser's attention within the Home Report or identified by the purchaser upon taken entry.

e. Taxation implications including Land and Buildings Transaction Tax (LBTT) Additional Dwelling Supplement (ADS) and Capital Gains Tax (CGT). Almost all legal transactions whether of a private or business nature can affect the amount of tax or other government duties which you may have to pay either in the short or long term. We will not offer tax advice other than to assist those clients involved in the purchase of a property with the preparation and submission of a LBTT return to Revenue Scotland. Whereas we will be able to offer general guidance relating to the level of LBTT and ADS, and to make the submission to Revenue Scotland for same, we are not tax experts and ultimately you as a purchaser remain legally responsible for fulfilling both of these actions timely and accurately.

There are often instances where the matter of ADS, either as regards its application, disapplication or recovery (where applicable) is quite complex, based upon the very specific and often unusual or confused circumstances of the particular client. Frederick & Co may determine the circumstances are such that they are unable to confirm the legal position and will recommend the client obtain expert tax or accountancy advice at their own cost before proceeding. Where Frederick & Co recommend this course of action to you, it is assumed you will proceed to follow such advice and obtain the expert opinion. Frederick & Co will not be responsible for any loss, delay, penalty or interest that may arise in connection with LBTT or ADS where they have recommended independent legal advice be sought.

ADS is payable where you, your spouse or partner, or child will be the owner of another property on the day you complete your purchase. It is therefore essential you provide us with clear and accurate information regarding any such relationship at the earliest opportunity. If it is subsequently determined that the advice provided by our client has not been complete or accurate, Frederick & Co will be entitled to charge a supplementary fee to consider the implications of same and, where appropriate, to withdraw from continuing to act in the dealing.

If you are selling a property in which you do not live as your principal residence or where you are purchasing a property for investment purposes, there are likely to be implications for CGT and we would recommend that you obtain expert tax or accountancy advice.

If selling where a tax return and payment requires to be made to Revenue Scotland within 60 days of the sale, Frederick & Co will not deal with any return or payment to Revenue Scotland and will not provide any reminder regarding the deadline.

f. Environmental Matters. Please note we are not qualified and are not able to comment on any environmental matters relating to your dealing and cannot provide any advice on same

g. Timescales. Due to the nature of the work we are undertaking, you will appreciate it is not possible for us to give to you an exact timescale or definitive date by which time your matter will complete. We always aim to deal with everything as quickly and efficiently as possible. Please remember that quite

often the speed at which work can be completed is affected by the speed of response from other people and you. With particular reference to house purchase and sale, please do not commit to any specific date or make arrangements based on a specific date until we have confirmed to you that we are in a position to meet such possible date. We will always endeavour to try to work to dates that would suit you, but sometimes this cannot be achieved. There are numerous elements that require to be brought together when agreeing dates. We recognise this can be a frustrating process. We do have significant expertise in such matters and ask that you continue to liaise and work with our staff in assisting you to achieve a commitment to dates of entry.

19. INCIDENTAL FINANCIAL SERVICES.

We are licenced by the Law Society of Scotland to carry out Incidental Financial Business. We are not authorised by the Financial Conduct Authority under the Financial Services and Markets Act 2000. We will generally only within the course of winding up a deceased estate deal in the sale of shares on an execution only basis and without provision of advice as regards the expediency of same, where incidental to the work being undertaken, or the provision of Bonds of Caution where required in such work.

The scope of work letter and these Terms of Business form the contract between you and Frederick & Co, and it is very important that you read these carefully. If there are any aspects that you seek further clarification upon, it is important that you bring these to our attention at the earliest opportunity.

FREDERICK & CO. SOLICITORS LIMITED

September 2026.