

SHAKESPEARE MARTINEAU (SCOTLAND) LLP

TERMS OF BUSINESS

General information

Shakespeare Martineau (Scotland) LLP is a limited liability partnership registered in Scotland (registered number SO306986) with its registered office at 15 Queen Street, Edinburgh EH2 1JE.

We are a firm of solicitors qualified to practise in Scotland and are authorised and regulated by The Law Society of Scotland under Certificate of Recognition of Incorporated Practice dated 19.08.2020 with registered number 61036. A copy of the Law Society of Scotland Standards of Conduct and Standards of Service can be found on their website <https://www.lawscot.org.uk/members/rules-and-guidance/rules-and-guidance/section-b/rule-b1/> A list of members is available upon request.

Any reference to a 'partner' in relation to Shakespeare Martineau (Scotland) LLP ("the Firm") means a member of the LLP or an employee or consultant with equivalent standing and qualifications.

These are our Terms of Business and we ask that you take time to read them. These Terms of Business, together with the accompanying engagement letter, constitute a contract between you and the Firm provided that, in the event of any conflict, the engagement letter shall prevail. In these Terms of Business a reference to "we", "us", "ourselves" or "our" means the Firm. Any reference to "you" or "your", or any similar expression, means the individual, company or organisation for and on behalf of whom we are or will be acting.

1. Who does my work

- 1.1. Your agreement is with the Firm alone and no contractual relationship of any nature will arise with, nor will any services be provided by, any individual member, employee and/or consultant of the Firm other than for and on behalf of the Firm.
- 1.2. The engagement letter will tell you which of our people will be working for you and who will be your day-to-day contact. It may be necessary to involve additional or substitute individuals as circumstances require.
- 1.3. When we instruct other professionals on your behalf (such as counsel, overseas lawyers, accountants, surveyors, expert witnesses or costs draftsman) we will do so as your agent. We will not be responsible for any act or omission of any such professional. We may request any such professionals to send their accounts to you direct.

2. Law

- 2.1. This agreement is governed by Scots law and is solely between you and us. This agreement is subject to the exclusive jurisdiction of the Scottish Courts. However, we may bring legal proceedings in any other jurisdiction, including the jurisdiction where you are domiciled or based, to recover fees or other sums payable to us.
- 2.2. Where there is more than one of you, your obligations will be joint and several.

3. Cyber Fraud

- 3.1. Please do not reply to or act upon any email you might receive purporting to advise you that our bank account details have changed. Please always speak to the lawyer acting for you to check any changes to payment arrangements. We will also require independent verification of changes to any bank account to which we are asked to send money.

4. Confidentiality, Data Protection and Anti Money Laundering

- 4.1. We are under a professional and legal obligation to keep your affairs confidential. However, legislation on money laundering and terrorist financing has placed solicitors under a legal duty in certain circumstances to disclose information to the National Crime Agency (NCA). Where a solicitor knows or suspects that a transaction on behalf of a client involves money laundering or other financially related activities the solicitor may be required to make a disclosure to NCA. If this happens we may not be able to inform you that a disclosure has been made, or of the reasons for it, because we may be prohibited

by law from doing so. In such circumstances we shall have no liability to you for any delay and you will indemnify us against any resulting claims made by third parties. You agree to waive any legal professional privilege in respect to any disclosure we make to NCA. Where the law permits us to do so we will tell you about any money laundering problem and explain what action we need to take. We shall not be liable for any loss or damage incurred or suffered by you as a result of a disclosure to NCA made by us in good faith.

- 4.2. We may ask you for proof of identity and home address for anti-money laundering purposes. For this purpose, we will also be undertaking a search with a Credit Reference Agency. In order for us to use this service, we must inform you that the Credit Reference Agency may check the details you supply to us against any database (public or otherwise) to which they have access. They may also use your details in the future to assist other companies for verification purposes. A record of the search will be retained. This will not adversely affect your credit rating. You agree that we may share the results of these checks with our Bank if required to do so for the purposes of providing our services to you.

Please note that any such searches and copy documents will be securely maintained on your file and our electronic case management system. The uses that will be made of the data will be to provide confirmation of the identity of the person(s) providing it only. The law requires us to maintain such data for the period of five years from the end of the matter we are handling for you or from the date at which you cease to be a client of the Firm. We will retain this data for our usual file retention period of at least six years from the date of the file being archived in accordance with our Document Retention Policy (available on request). The data might be stored for longer than this if necessary, however, as when litigation has arisen or may be pending, and the checks have or may become relevant in any such proceeding. By agreeing to these terms you agree to the above retention periods.

In all other respects the data and papers collected for these purposes will be retained in accordance with our file storage procedures (see section 18).

- 4.3. In the event of your making any complaint or allegation of professional negligence against the firm we reserve the right to disclose your file of papers to our insurers or their appointed representatives. You hereby consent to this and waive any legal professional privilege in respect to any such disclosure we make.
- 4.4. Your files and papers will otherwise be used by us only in order to deal with your matter unless expressly agreed with you.
- 4.5. We are registered under the Data Protection legislation with the Information Commissioner's Office reference number ZA783595 and you consent to the storage and use of your personal data by manual or electronic means for the purpose of providing our services to you.
- 4.6. We owe certain financial obligations to Shakespeare Martineau LLP with regard to payments of overheads and recharges regarding shared central services and resources of Shakespeare Martineau LLP which we utilise. Unless you advise us in writing of your objection to this at the time of instructing us, we reserve the right to share information between Shakespeare Martineau (Scotland) LLP and Shakespeare Martineau LLP.
- 4.7. Our regulator, the Law Society of Scotland, may audit our client files from time to time and you agree that your file may be audited. We also engage or allow external organisations to audit our client files from time to time, and you agree that your file may be audited. We will require any such organisation to enter into a confidentiality agreement in respect of any information in your file.
- 4.9. You agree that you will not disclose any of our advice, correspondence, information or documentation to any third party without our prior written consent.

5. Fees

- 5.1. Unless otherwise agreed, and confirmed in writing by us, our charges are calculated primarily by reference to the time spent on your matter by us. This may include (for example) meetings with you or others, making and receiving telephone calls, drafting and receiving correspondence (including e-mails), considering, preparing and working on documents and, where appropriate, travelling. All time is recorded in units of six minutes.
- 5.2. The hourly rate(s) of the fee earner(s) who will work on your matter or the basis on which you will be charged will be shown in the engagement letter. Our hourly rates are subject to change both generally and in specific cases. General revisions usually apply from 1st May each year and you will be informed

of any such changes. In individual matters we may agree an increase in the hourly rate where there is particular urgency, complexity or responsibility. In all such cases we reserve the right to terminate our agreement with you if we cannot agree increased rates.

- 5.3. All quotes and estimates of fees exclude VAT and disbursements. We will charge VAT in accordance with the prevailing legislation if we have registered for VAT. Our VAT Registration Number is 362 6645 82.
- 5.4. Where we give an estimate, it is based on the assumption that the matter proceeds reasonably smoothly and without undue complications or delays. An estimate is not a quotation. If an estimate is going to be exceeded we will try and give you as much notice as possible but this does not affect our right to charge in full for all work actually undertaken. Requests to expedite matters may require further work to be undertaken and additional resources to be deployed. Estimates and quotes in respect of fees are usually prepared on the basis of certain assumptions which will be clearly set out. Where those assumptions prove to be inaccurate or there is a change of circumstances we will not be bound by the figure we have given and will provide you with a revised estimate or quote on the basis of the new circumstances.
- 5.5. In property transactions, except where we agree otherwise, fees may be calculated by reference to both the time spent on the matter and a percentage of the value of the property to reflect the additional risk associated with larger transactions. This rate will in practice vary according to the value of the property and the nature and complexity of the transaction.
- 5.6. Disbursements are sums we pay in their entirety to third parties on your behalf, such as Court fees, search fees, copy documents and the fees of advocates or experts. We may also levy a reasonable charge for services such as photocopying, faxing, document production, telephone conferences, international calls, electronic money transfers and verification of identity (see paragraph 4.2).
- 5.7. Where our invoice includes the fees of an advocate and these remain unpaid, the advocate may require us to assign to them the right to recover their fees. In these circumstances you may be pursued by the advocate directly for payment of these fees. If we have reason to believe that you are unable to pay an advocate's fees we shall inform the advocate in accordance with the terms we have agreed with the advocate. If you disagree with this please let us know immediately.
- 5.8. Fees are payable whether or not your matter is successfully concluded or completed. We only act on a contingency fee, conditional fee or "no win no fee" basis where we agree this in writing with you in advance. Details of such arrangements, where appropriate, will be set out in the engagement letter.
- 5.9. You may, on written notice to us, set an upper limit on the legal fees to be incurred on your matter without further reference to you. This will mean that when the limit has been reached we will not proceed with any further work on the matter without your prior consent to expending further costs or fees.
- 5.10. We may issue our invoices by email.

6. What if I do not think your charges are fair?

- 6.1. Our objective is to ensure that the legal fees which we charge are fair and reasonable. If you do not consider this to be the case then you should first of all discuss the matter with the partner responsible. If you are still unhappy then you may object to your bill by using the firm's complaints procedure (see paragraph 23).
- 6.1.1. If you remain unhappy, you may raise a complaint to the Scottish Legal Complaints Commission (see paragraph 23.1); and/or
- 6.1.2. You have the right to ask that the matter account be remitted to an auditor of court for independent scrutiny ("taxation of the account") to decide the appropriate fees to be charged. Please note there are costs associated with this (to be borne as the auditor determines) and the decision of the auditor would be binding.

7. Payment

- 7.1. Subject to the following provisions of this paragraph our invoices are due and payable immediately on presentation. If all or part of our invoice remains unpaid we are entitled to charge interest on the outstanding amount at the rate payable on judgment debts in accordance with article 5 of the Solicitors' (Non-Contentious Business) Remuneration Order 2009.
- 7.2. In property transactions we normally send an invoice in respect of our fees, charges and disbursements following conclusion of missives and payment in full in cleared funds is required in accordance with our normal invoice terms stated in paragraph 7.1.

- 7.3. You agree that we may submit invoices for the services we have provided to you on a monthly basis, or at other intervals that we expressly agree.
- 7.4. Where funds are payable to you upon completion of a matter we may deduct monies due to us, or becoming due, on this or any other matter we are handling on your behalf, unless otherwise agreed in advance. If you provide us with funds (such as purchase money) to be used in completing a matter those funds must be cleared through the banking system before we can use them. We will charge a fee for the services we provide for both special clearance of funds or for any electronic bank transfers made or received in connection with your matter and this will include any fees charged to us by our bankers.
- 7.5. Any monies due to you from us during the course of or at the conclusion of any matter will be paid by cheque (or the equivalent) or electronic transfer and will not be paid to a third party unless otherwise instructed by you. We do not make payments out of our client account in cash and we reserve the right to refuse to make any payment out of our client account to any bank account other than a bank account in your name.
- 7.6. From time to time we may require you to make a payment on account of fees, charges or disbursements in advance. We will hold any such funds in our client account until the fees or charges are invoiced or disbursements fall due. We have your authority to transfer funds from our client account to settle relevant invoices or disbursements. We also have your authority to transfer funds between differing matters we are handling on your behalf to clear outstanding invoices and disbursements.
- 7.7. Payments to us should, wherever possible, be made by direct transfer or banker's draft. We have the facility to accept payment by credit or debit card.
- 7.8. We would not normally accept payments made to us by a third party on your behalf other than from an authorised financial institution. In the event that a payment is made to us by a third party on your behalf that has not been approved by us in advance following appropriate anti-money laundering checks then it may not be accepted and may cause delays to your matter. In such cases we will not be responsible for any loss or damage you may suffer as a result.
- 7.9. If any payment of an outstanding invoice or disbursement or payment on account of costs is not made in accordance with our agreed terms then we may suspend or cease work on your behalf both on the matter in question and on any other matter in respect of which we may be acting for you. In such cases we will not be responsible for any loss or damage you may suffer as a result.
- 7.10. Our invoices will be rendered in pounds sterling. Any disbursements in foreign currency will be converted to sterling at the exchange rate applicable at the invoice date as reasonably determined by us. If the exchange rate changes before you settle our invoice, then you will be credited with any exchange profits or charged with any exchange losses.
- 7.11. For reasons of money laundering monitoring and security we do not accept cash payments from clients in excess of £500. If you deposit cash direct with our bank then we reserve the right to charge for time and expense incurred in carrying any additional checks and enquiries we deem necessary regarding the source of the funds. We reserve the right, in our absolute discretion, to refuse to accept payments in cash from third parties (including your debtors) on your behalf for security reasons.

8. Client monies and interest

- 8.1. Any money which we hold on your behalf will be held in our client account. We will pay you a sum in lieu of interest on any of your money we hold in accordance with Rule 6.10.2 of the The Law Society of Scotland rules. Where interest is payable a £20 plus VAT administration charge may be deducted.
- 8.2. Unless we expressly agree in writing we do not hold money on your behalf as trustee.
- 8.3. If you want to know the identity of the bank where your funds are held then we will provide you with details following receipt of your request.
- 8.4. In the unlikely event of the failure of a bank which holds client monies we will not be liable to you for any monies lost. You may in these circumstances be entitled to compensation under the Financial Services Compensation Scheme. You should check with the Financial Conduct Authority to find out whether or not you would be entitled to compensation.

Client balances held after the conclusion of a matter

- 8.5. Where we hold a credit balance of between £10 (the "prescribed minimum") and less than £50 (the "prescribed maximum") for you or on your account after the conclusion of the matter to which the engagement relates, but in circumstances where we cease to hold current address or contact details for you, we are permitted by the Law Society of Scotland to pay, and will pay, these sums either to the Office

of the Queen's and Lord Treasurer's Remembrancer or to a registered charity of our choice. If the credit balance is equal to or greater than the prescribed maximum, we will use reasonable endeavours, having regard to the amount of the credit balance, to trace you, and we may charge a reasonable fee for work undertaken in attempting to trace you. If despite having used reasonable endeavours we cannot trace you, we will remit the credit balance (after deducting any fee for attempting to trace you) to the Office of the Queen's and Lord Treasurer's Remembrancer. Whether or not we have up to-date address or other contact details for you, where the credit balance is less than the prescribed minimum, we may take that balance to a fee and may aggregate that balance with other balances which are less than the prescribed minimum in a single fee, in which case we will include in that single fee a list of each of the balances which is included. The £10 and £50 figures in this paragraph are subject to adjustment to reflect any changes made from time to time by the Law Society of Scotland to the prescribed minimum and prescribed maximum figures.

- 8.6. Where we are instructed in respect of an Executry or in the winding up of a Trust and there is more than one beneficiary, if we receive a payment, not exceeding £100 in amount, after the winding-up of the Estate or Trust has concluded, we may pay the amount received to the Executor or Trustee and the Executor or Trustee shall be responsible for distributing the correct share of the payment to the beneficiaries. Where a partner, employee or agent of the Firm is the Executor or Trustee, they are hereby authorised to return the payment to the party who issued that payment, advising such party that the Estate or Trust has been wound up.

9. Audit enquiries

We may make a charge for responding to enquiries from you or your auditors.

10. Insurance Distribution and Financial Services

- 10.1 The Firm is licensed by the Law Society of Scotland to carry on Incidental Financial Business under the Society's Practice Rule C2: Incidental Financial Business.
- 10.2 The firm is not authorised by the Financial Conduct Authority under the Financial Services and Markets Act 2000.

Any complaint which you may have about any service provided by this firm should be directed to the Client Relations Partner (Amal Kaur) please note that you also have a right to complain to the Scottish Legal Complaints Commission, the Stamp Office, 10-14 Waterloo Place, Edinburgh EH3 3EG, telephone 0131 201 2130 www.scottishlegalcomplaints.org.uk/

11. Insider list

- 11.1 If you are an issuer to whom the Disclosure and Transparency Rules issued by the Financial Conduct Authority apply then, unless you notify us to the contrary, we will assume that any matter and any information to which we have access during that matter or otherwise does not constitute inside information (as defined in the those Rules) relating directly or indirectly to you.
- 11.2 If you are such an issuer and notify us in writing that a matter or any information to which we have access, during that matter or otherwise, constitutes inside information relating directly or indirectly to you, then we will take the necessary measures to maintain an Insider List and to ensure that those named in it acknowledge their legal and regulatory duties as a result of being insiders.

12. Communication by email

- 12.1. Unless you otherwise request we may, in the course of providing our services, communicate via e-mail with you and other persons. You accept the security and other risks involved in such communications (including, but not limited to, the risk that such communications can fall into the hands of third parties and/or can be delayed or subject to transmission error and/or the spread of viruses). We do not accept any liability for such risks and if you find the risks involved unacceptable then you should advise us, in writing before we provide any services, not to use email as a method of communication in connection with the services. You agree that you will indemnify us in relation to any losses we incur which arise out of any fraudulent use of your email account.

13. Anti-bribery

- 13.1. You shall and shall procure and ensure that all of your employees, servants, agents and sub contractors will:
- 13.1.1. comply with all applicable laws, statutes, regulations and codes relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010 (and any amendments thereto) ("Relevant Requirements");
 - 13.1.2. not engage in any activity, practice or conduct which would constitute an offence under sections 1, 2, or 6 of the Bribery Act 2010 if such activity, practice or conduct had been carried out in the UK;
 - 13.1.3. (if you are a business) have and maintain in place your own policies and procedures to ensure compliance with the Relevant Requirements, and will enforce them where appropriate; and
 - 13.1.4. promptly report to us any request or demand for any undue financial or other advantage of any kind received by you in connection with your instructions to us.
- 13.2. Without prejudice to any other rights or remedies we may have we may cease acting for you on written notice if you breach this clause.

14. Insurance

- 14.1. We carry professional indemnity insurance for the services we provide. The Firm has Professional Indemnity Insurance with Lockton Copmpanies LLP, under the Law Society of Scotland's Master Policy. The current level of indemnity under the Master Policy is £2m per claim. The Firm is also covered by the Scottish Solicitor's Guarantee Fund which is a fund established under Section 43 of the Solicitors (Scotland) Act 1980 for the purposes of making grants in order to compensate persons who, in the opinion of the Council of the Law Society of Scotland have suffered pecuniary loss by reason of dishonesty on the part of a Scottish solicitor in connection with the practice of a solicitor. The Firm has cover over and above that amount provided by Shakespeare Martineau LLP's Professional Indemnity Insurance.
- 14.2. Further details can be obtained from our Client Relations Manager, whose contact details are set out in paragraph 23.

15. Our liability

- 15.1. We have a duty to work for you with reasonable care and skill. Our role is to act as your legal adviser on Scots law. We do not advise on the commercial or financial viability of transactions. Unless specifically agreed otherwise in our engagement letter, we will not advise on tax related issues.
- 15.2. We provide our advice solely to you. We do not accept liability for any other person or organisation to whom our advice is not addressed except where we have agreed to accept such liability.
- 15.3. We shall not be responsible for any failure to provide services on any issue which falls outside the scope of our engagement and shall have no responsibility to notify you of, or the consequences of, any event or change in the law, or its interpretation, which occurs after the date on which the relevant service is provided.
- 15.4. We shall not be liable for any consequential or indirect loss or damage or for any loss of profit, income, anticipated savings, production or accruals arising in any circumstances whatsoever, whether in contract, tort, delict, negligence, for breach of statutory duty or otherwise, and howsoever caused.
- 15.5. Our liability to you for any and all claims in contract, tort, negligence, for breach of statutory duty or otherwise, for any loss or damage, costs, expenses or any contractual or statutory interest howsoever caused arising out of or in connection with the services we provide or otherwise shall be limited in total to the sum specified in the engagement letter or (if no sum is specified) £2 million.
- 15.6. If we become liable to you in relation to any services we provide and any other persons or organisations are also responsible for any loss, damage, cost or expense you suffer, we will only be liable for the just and equitable proportion of loss, damage, cost or expense incurred by you after taking into account the extent of responsibility of you and others including in appropriate circumstances your other advisers and/or any other third party responsible to you and/or liable in respect of such loss.
- 15.7. The following shall not be taken into account in assessing whether other parties may be liable to you or our contribution to your loss, damage, cost or expense:
- 15.7.1. if you have accepted any express exclusion or limitation of liability in respect of any other person;
 - 15.7.2. your inability to recover from any other person whether because a claim has become time barred

or for any other reason: and

15.7.3. your decision not to recover from any other person.

- 15.8. If you do not claim against third parties who are also responsible for any loss, damage, cost or expense you suffer, and only claim against us, our liability will be reduced by the amount you would have recovered from them had you claimed against them.
- 15.9. You agree not to bring any claim against any individual member, employee and/or consultant of the Firm in respect of loss and/or damage suffered by you arising out of and/or in connection with the services provided by us (including, but not limited to, negligence or non-performance of the services by us).
- 15.10. If we are acting for more than one person, the limit of liability referred to in paragraph 15.5 will be the limit on our liability for all claims by any and all of you in relation to the matter concerned unless we have stated otherwise in the engagement letter.
- 15.11. We will not be liable to the extent that our liability results from something you have done or failed to do (including but not limited to providing incorrect or insufficient information).
- 15.12. If, as a result of circumstances beyond our reasonable control, we are unable to meet any deadline to complete the services we have undertaken to perform for you by any estimated date of completion or at all:
- 15.12.1. any such failure on our part will not constitute a breach of the agreement between us;
 - 15.12.2. we will not be otherwise liable to you for any such failure attributable to any such circumstances notified to you; and
 - 15.12.3. any estimated date for completion of the services will be extended accordingly.
- 15.13. The provisions of this paragraph 15 are also drafted for the benefit of our partners, employees, consultants or agents, and you agree that they shall be entitled to rely on and enforce this paragraph as if they were a party to this agreement, pursuant to the Contract (Third Party Rights) (Scotland) Act 2017.
- 15.14. Nothing in these terms and conditions shall limit or exclude our liability for death or personal injury caused by our negligence, or for fraud or fraudulent misrepresentation or any other matter in respect of which it would be unlawful for us to exclude or restrict liability.
- 15.15. The provisions of this paragraph 15 shall continue to apply even if our engagement is terminated for any reason.

16. Third parties

- 16.1. For the avoidance of doubt any advice we give will be provided solely to you as our client. Our advice may not be used or relied upon for any other purpose or by any other person (including any other advisers instructed by you) without our express prior written agreement. Furthermore our advice may not be disclosed to any other person (except your other advisers for the purpose of the transaction or matter in question) without our express prior written agreement.
- 16.2. To the extent permitted by law we exclude any and all liability for any damages, claims, actions, proceedings, awards, compensation, costs, expenses and all other losses and/or liabilities to third parties in relation to the relevant matter.
- 16.3. You agree to indemnify us, and keep us indemnified, against any damages, claims, actions, proceedings, awards, compensation, costs, expenses and all other losses and/or liabilities which arise from a third party obtaining from you any aspect of the work carried out or advice provided by us unless we have expressly agreed in writing to accept liability to such third party in relation to that advice.
- 16.4. All third party rights are excluded (other than as provided under paragraph 15.13 of the Terms of Business) and we both agree that no third party may enforce this contract unless we expressly agree it in writing.
- 16.5. If we agree to accept liability to third parties, our fees may be adjusted to reflect this additional risk.
- 16.6. In acting for a corporate entity we do not assume a separate legal responsibility for advising members and/or shareholders and/or directors and/or employees and/or officers of the corporate entity unless specifically requested by such persons to do so and then only with our prior written consent and with the consent of the corporate entity. Such advice will be given subject to there being no conflict of interest and the issue of a separate engagement letter.

17. The end of our agreement

- 17.1. You may end your agreement with us at any time.
- 17.2. We reserve the right to suspend work or terminate our agreement with you in the following circumstances:
 - 17.2.1. Where we are unable to obtain your instructions;
 - 17.2.2. Where for whatever reason the relationship between us has broken down or issues of conflict arise or our rules of professional conduct prevent us, or make it imprudent for us, to continue to act; or
 - 17.2.3. Where you have failed to pay our fees, charges, VAT or disbursements on time, or to provide a payment on account sought under paragraph 7.6.
- 17.3. You will be responsible for payment of all fees, charges, VAT and disbursements for work undertaken or expenditure incurred up to the date of termination.
- 17.4. We may retain any documents or other property belonging to you until such time as all legal fees, charges, VAT and disbursements that you owe to us have been paid.
- 17.5. We are not responsible for reminding you of any dates or deadlines that may arise in connection with it. You should diarise critical dates such as dates for service of notices, expiry of time limits, exercise of options, renewal of leases and rent reviews.

18. Storage of wills, deeds and papers

- 18.1. We are prepared to store deeds and wills securely and we reserve the right to charge a fee. If we propose to do so we will notify you in advance.
- 18.2. We may levy a reasonable administration fee for retrieval of wills, deeds and papers. Where information and/or copying is required then our normal charges will apply and we will advise you of these at the time.
- 18.3. We will also be entitled to charge you for any expenses incurred and the time spent on any other incidental work.
- 18.4. You are responsible for ensuring that we have up to date contact details for you whilst we hold any of your documents to enable us to get in touch with you if necessary.
- 18.5. Your file will be held for a reasonable period of time after conclusion of the matter in accordance with our current policy and any requirement of the Law Society of Scotland, details of which are available upon request. After such period has elapsed the file will be destroyed in accordance with the procedure which is in place at the time when the file is destroyed. By agreeing to these terms, you consent to this destruction.
- 18.6. We may use external storage facilities for files and some documents of title.

19. Intellectual Property Rights

- 19.1. As between ourselves we are the owner or licensee of the copyright and intellectual property rights in any documents, clauses or other materials that we produce for you.
- 19.2. All materials may be used by you only for the purposes for which we were instructed to prepare the materials unless we agree otherwise.

20. Equality and diversity

- 20.1. We are committed to supporting the principles of diversity and equality of opportunity, and oppose all forms of unlawful or unfair discrimination. A copy of our policy is available upon request.

21. General

- 21.1. These Terms of Business and our engagement letter form the whole of our agreement with you in relation to the matter concerned and replace any previous agreement or arrangement in relation to that matter. You warrant that you have not relied on any representation made by or on behalf of us except for any representation which is expressly set out in our engagement letter.
- 21.2. The terms of our agreement with you cannot be changed except by a written agreement signed by a partner of the Firm and by you.
- 21.3. We may assign all or any of our rights under our agreement with you and if we do so we shall notify you in writing. Our arrangements for providing the services may include the use of sub-contractors. You may not assign or otherwise deal with your rights under this agreement.
- 21.4. All notices given under our agreement with you shall be in writing and sent (in the case of notices to you)

to your last known address and (in the case of notices to us) to our registered office or (in either case) to such other address as the receiving party shall have notified to the other party for this purpose. Notices may be served by personal delivery, first class registered or recorded delivery post or by fax. Any notice given by post shall be deemed to be received by the party to whom it is given 48 hours after posting (excluding Saturdays, Sundays and UK bank and public holidays). Notices given by fax shall be deemed to have been given 1 hour after transmission (excluding hours between 5.30pm and 9am and Saturdays, Sundays and UK bank and public holidays).

22. Conflicts

- 22.1. We are not allowed by rules of professional conduct to act where there is any actual or significant risk of conflict between your interests and those of another client. Should this situation arise we may decline to act for you (including in situations where we become aware of a conflict during the progress of a matter) in relation to the matter concerned.

23. What if I have a problem?

- 23.1. If you have a problem with any aspect of our service, or about the bill, then please speak to the partner responsible for your matter or contact our Client Relations Manager, Amal Kaur at the registered office address, by telephone on 0121 214 0000, or by email to Amal.kaur@shma.co.uk. A copy of our complaints procedure is available upon request. Our Client Relations Manager will deal with any concern or complaint that you may have and that you cannot resolve with, or do not wish to discuss with, the responsible partner.
- 23.2. If you are not satisfied with our response to your complaint, you may be entitled to complain to the Scottish Legal Complaints Commission (SLCC) about the manner in which our work is being or has been carried out, or the conduct of the person(s). The SLCC's website is www.scottishlegalcomplaints.com and their email address is enquiries@scottishlegalcomplaints.org.uk. The SLCC's postal address is 10-14 Waterloo Place, Edinburgh EH1 3EG and their telephone number is 0131 201 2130. You should note that there are strict time limits for raising a complaint with the SLCC.

The Scottish Legal Complaints Commission can consider issues you have about the service we have provided and refer conduct related complaints to the relevant regulatory body.

Data Protection Privacy Notice

We are Shakespeare Martineau (Scotland) LLP, a limited liability partnership registered in Scotland (registered number SO306986) with its registered office at 15 Queen Street, Edinburgh EH2 1JE.

What information do we collect?

We collect personal information concerning a person or organisation for the purposes of assessing whether we may enter into a professional relationship with that person/organisation, and subsequently in the course of that professional relationship.

Whilst we cannot list all types of information we may gather in the course of our professional relationship with you, this may include:

- your full name;
- contact information such as your address, telephone number, e-mail address, the company you work for, and your job title or position;
- your preferences in respect of marketing materials;
- your financial information e.g. in relation to paying for services;
- your image (e.g. CCTV or photos when attending our meetings or events);
- personal information provided to us by you or generated by us in the course of providing legal services to you;
- health or religious beliefs (e.g. for the purposes of access or dietary requirements); and
- any other information you voluntarily provide to us.

What do we use the data for?

We use the information you provide primarily for the provision of legal services.

In addition we use personal data for the following additional purposes:

- compliance with legal and regulatory obligations and good practice, e.g. identifying clients and verifying their identity, and preventing money laundering and terrorist financing;
- operational reasons, such as recording transactions, training and quality control;
- statistical analysis;
- updating and enhancing client records;
- analysis to help us manage our practice;
- staff administration and assessments, monitoring staff conduct, disciplinary matters;
- credit reference checks via external credit reference agencies;
- marketing our own products and services to you (where appropriate);
- to keep your information and marketing preferences accurate;
- to pursue available remedies or limit any damages that we may sustain.

Basis of processing

The basis of processing for the provision of legal services is the performance of our obligations under our contract with you (or to take steps at your request to enter into a contract with you). You are under no obligation to provide your personal data but failure to do so will mean that we either cannot accept instructions from you or will not be able to provide appropriate legal advice.

The basis of processing for the additional purposes is our legitimate interests, which are the improvement of our ability to provide legal services, compliance with our regulatory obligations, and where appropriate marketing our products and services.

Who we share your information with

Our work for you may also require us to give your information to third parties such as expert witnesses, credit reference agencies, service providers, representatives and agents, law enforcement agencies, regulatory bodies, auditors, brokers, insurers and other professional advisers.

Where we store your information

In limited circumstances, the data that we control may be transferred to, and stored at a destination outside of, the European Economic Area ("EEA"). For example, we use a limited number of suppliers for the purpose of supporting our business processes that are based in a different jurisdiction. We take appropriate steps to ensure that your information is treated securely in accordance with applicable laws.

How long do we store your information?

We retain your personal information in accordance with applicable regulation, law and our document retention policy. We will never retain your information for longer than is necessary.

For more information on our retention periods, please contact GDPR@shma.co.uk.

Your rights

Under data protection legislation, you have a right of access to the personal data we hold about you, and a right to rectification, erasure, restriction of or objection to processing, and the right to data portability, as set out in the General Data Protection Regulation. You should let us know if you believe the information we hold about you needs to be corrected or updated.

In order to exercise these rights, please contact our Data Protection Officer on 0121 214 0000 or at GDPR@shma.co.uk.

Should you be unhappy with our processing of your personal data, you have a right to complain to the Scottish Information Commissioner's Office, which is the regulator for data protection.

Your Obligations

If you send us personal data about anyone other than yourself you will ensure that you have any appropriate consents and notices in place to enable you to transfer that personal data to us, and so that we may use it for the purposes for which you provide it to us.