

**JAMES & GEORGE COLLIE LLP**  
**TERMS AND CONDITIONS**

The Law Society of Scotland is the governing body of Solicitors. Professional rules laid down by the Society require that clients be informed of certain terms of business. Accordingly, this formal statement indicates the basis upon which this firm carries out professional services on behalf of clients.

**1 Quality Service**

As a long-established legal firm we strive to attain a high quality of legal general practice, while maintaining a friendly, “personal family solicitor” approach. In order to provide a legal service a whole network of people and facilities are required to back up the individual solicitor. There is the office itself; typing, cash room and clerical staff; computers and electronics; books and periodicals to keep abreast of legal changes; professional indemnity insurance and other overheads. A legal service has to be paid for, but we hope that you will find that our fee represents good value for money.

**2 Contacting Us**

Our office hours are Monday to Friday, 9:00am - 5:00pm, and our main office phone number is 01224 581581 and our Property Office at 450 Union Street, Aberdeen direct phone number is 01224 572777. Outwith office hours, you can leave a message on our answering machine. Our fax line is 01224 580119 and is open at all times.

**3 Instructions**

Instructions may be given to us in writing or verbally. We may well ask you to confirm verbal instructions in writing. Any amendments to your instructions should be notified to us immediately they arise. We can only act on the information and instructions that you provide. Please do not assume that we know all about your personal circumstances - we would always rather have too much information than too little.

**4 Confidentiality**

Information passed to us is kept confidential and will not be disclosed to third parties save as authorised by you or required by law. Unless you advise us to the contrary in writing, you authorise us to give to James & George Collie Financial Management Limited, a Financial Services Company with whom we have a close association, your contact details together with an indication of the nature of the subject matter we are handling on your behalf to enable James & George Financial Management Limited potentially to contact you to ascertain if they can assist you with any financial advice.

**5 Conflict of Interest**

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

decide that we can still act (i.e. if you are one of the exceptions to the general rule) we will confirm this to you in writing.

**6 How long will it take?**

The nature of legal work makes it difficult to estimate precisely, in many cases, how long something will take to complete. When we discuss your requirements at the outset we will also discuss time scales. Often, however, the speed at which we can complete a piece of work is directly affected by the co-operation we receive from other people outwith our control. In a matter which involves a dispute, it may well be in the other side's interest to "drag out" the matter for as long as possible. It is in our interest as much as yours to complete a piece of work as quickly and efficiently as possible. It is your business: if you feel it is not progressing quickly enough please do not hesitate to contact the partner in charge.

**7 Charges**

Except where otherwise agreed for specific transactions fees are rendered on the basis of chargeable time spent in carrying out the work. Our Firm's Standard Hourly Rates (effective from 1<sup>st</sup> April 2018, and subject to variation from time to time) are available by contacting us on enquiries@jgcollie.co.uk. There may be an increase in the fees charged according to factors such as value, urgency, responsibility and complexity, and there will be added to the fee based on time spent a charge of 5% thereof to cover posts, stationery, copying of papers, telephone and email charges and other incidental expenses. Value Added Tax is chargeable on fees at the prevailing rate, currently 20%. If your transaction does not proceed to completion for any reason, a fee will be charged based on the time spent in carrying out the work done by us.

**8 Accounts**

In normal circumstances our account will be issued at the conclusion of the transaction. Where during the transaction the value of work to date exceeds £500.00 or the time lapsed exceeds three months, we reserve the right to issue an interim bill. Payment is due within fourteen days of the date of the account. If not paid within this time we reserve the right to charge interest on the whole sum overdue, at 4% over the Royal Bank of Scotland base rate, per annum, and if you do not pay our account on time, we reserve the right to stop working for you and to charge you for the full amount of work we have done on your behalf.

**9 Instalment and Cash payments**

If your account is to be settled by payment of instalments, a credit charge of 3% of the balance owing will be added to your account if your instalment payments are over a period of up to 6 months from the date of issue, and 6% if your instalments are over a period of 6 to 12 months. If you wish to take advantage of this method of payment, please advise us in advance of our preparing your account.

Whilst we are happy to accept payment of fees and outlays in cash, in order to avoid any potential dispute, cash payments must be handed to a member of staff who will arrange for a receipt to be issued.

**10 Debit Cards**

If you wish to settle either outlays incurred on your behalf or your fees/account by debit card we shall be happy to accept such method of payment.

**11 Estimate**

Any estimate that may be given will be a probable fee based on our experience of the work involved in a typical transaction of the kind that you envisage. Unless provided earlier an estimate of fees and expenses will be provided on conclusion of missives in a conveyancing transaction. If the work turns out to be more complicated or takes longer than we anticipated then we may require to increase our estimate in line with this. We will inform you as soon as possible about this. Sometimes we will need confirmation of your ability to fund a transaction, and a deposit may be requested.

**12 Outlays incurred and Instruction of Third Parties**

Where expenses are paid by us on your behalf we may require you to put us in funds to enable us to pay these, or if they are already paid by us, then we will require to be reimbursed by you within seven days of your receiving a request for payment of the appropriate sum.

Where, we instruct any work on your behalf with a third party we act as your agent only. Accordingly we may pass any contact information held by us on your behalf to such third parties in order that they may correspond directly with you.

**13 Clients' Funds**

We shall very possibly hold money on your behalf, in which case we shall deposit and hold such sums either in our global Clients Account or, depending on the sums involved and the anticipated length of deposit, on special deposit with the Royal Bank of Scotland plc. In particular, funds may be invested in Royal Bank of Scotland plc's Client Monies Service and the firm takes a share of interest generated on such deposits. If you wish your funds deposited with another banking institution you require to give us specific written instructions to this effect, or if we are required to deposit your funds with such other banking institution, we reserve the right to charge a one-off administration fee of £30 (plus VAT) for arranging such deposit. Interest generated on any separate deposit account established on your behalf will be remitted to you. Your attention is specifically drawn to the terms of clause 27.

Payment of sums by us, either to you or on your behalf, will normally be made by cheque. If, however, you wish us or we are required to make such payment by bank telegraphic or similar form of transfer we shall make a charge of £30.00 (plus VAT) to cover additional administration and any charges levied by the bank for such same day (CHAPS) transfers. Bank transfers which are credited to your account two working days after they have been instructed are free of charge. Should you pay funds to ourselves by bank transfer, it is important that you contact our cashroom to advise such payments are about to be made or have been made so that we can

ensure they are properly credited to your ledger without delay. If possible, please quote the reference number which appears on any correspondence sent to you from ourselves, your name or matter details on the transfer slip.

**14 Payment Instruction Fraud**

Like all professional firms we are concerned about cyber-crime and financial fraud relating to payments made either by clients to us or by us to clients. Our bank account details (detailed in clause 13 above) will not change during the course of your transaction. If you receive any communication suggesting that our bank account details have changed you must let us know immediately. In any transaction which requires money to be paid by you to us or vice versa we will require your bank details at the outset. If we are advised that your bank account details have changed at any time we shall not act on such advice until we have verified such a change with you to our entire satisfaction. Any late change of your bank account details may result in a delay in your receiving funds as we will have to verify your new instructions.

**15 Commission**

We obtain commission from a supplier of property searches and related services in respect of client business introduced to them.

**16 Independent Fee Assessment**

On occasions, to ensure that a file has been correctly charged, we may voluntarily send the file to an external independent fee assessor such as a Law Accountant. The fee for this will be added as an additional charge. Should you at any time be dissatisfied with the amount of the fee charged by us, then you are entitled to ask us to have an external independent fee assessor review your file and set an appropriate level of fee for the work done. If the assessor reduces the amount of our original fee, we will only charge that reduced amount and we will pay the assessor's costs. If, however the assessor confirms that our fee is correct or undercharged, then you will be responsible for the assessor's costs.

**17 Sale and Purchase of Property**

Where your transaction is a purchase, we will require you to put us in funds before the date of entry to cover all fees and outlays. Where your transaction is a sale, the Estate Agency and legal fees and outlays will be deducted before sending out any balance.

**18 Insurance in Property Sales and Purchases**

In property sales, the contract will usually stipulate that the seller is responsible for maintaining buildings insurance up to date of settlement. If this is not stipulated in the contract the purchaser is responsible for maintaining buildings insurance from the date the contract is concluded (conclusion of missives). In all cases, the purchaser is responsible for maintaining insurance cover from the date of settlement. The onus is on you to arrange appropriate insurance cover and we accept no liability or responsibility for any failure on your part to arrange and maintain appropriate insurance.

19 **Deduction of Fees and Outlays**

Where we receive sums which belong to you in respect of any matter we shall be entitled to deduct from those sums all outstanding fees and outlays before sending the balance to you.

20 **ARTL – Automated Registration of Title to Land**

In certain conveyancing transactions the Registers of Scotland operate an electronic system (ARTL) to register Title Deeds and Mortgage Documents. James & George Collie are registered to use this system. In ARTL compatible cases, the Registers of Scotland require us to sign the documents on your behalf to allow electronic registration to take place. If your application qualifies to be dealt with under the ARTL system you will therefore no longer be required to personally sign title deeds or mortgage documentation. Instead you will be sent an ARTL Mandate for signature authorising James & George Collie to sign any relevant documents on your behalf. This is an irrevocable instruction. It is essential that you return the signed ARTL Mandate to us timeously, otherwise we will not be able to sign the documentation electronically and this will delay completion of your transaction.

21 **Private Limited Companies**

If we are given instructions by a private limited company then, unless otherwise agreed with you in advance, it is a condition of our accepting those instructions that the directors/promoters are jointly and severally liable along with the company for payment of our fees and costs and any interest thereon.

22 **Change of Solicitors**

You are entitled to change solicitors at any time but you will be responsible for all fees and outlays due to us up until the time of change. We are entitled to hold your title deeds, files, or other papers until payment.

23 **File Storage**

At the conclusion of a matter we require, in terms of the rules of the Law Society of Scotland, to archive your file for a specified period. At the time of closure of your file, your paper file will be electronically scanned and stored in electronic format in our computer systems without limit in point of time and your paper file will, after a month has elapsed, be passed to a specialist contractor for secure destruction. Any original documents submitted by you for the matter will be scanned and destroyed in accordance with the above policy unless you advise us at the time of them being provided that you wish them returned, which they will be at the conclusion of the matter. Please note that should there be any subsequent dispute or court proceedings for which your paper file might require to be produced, the electronic copy may not have the same evidential quality as the original, thereby reducing its evidential value. Accordingly, should you not wish your paper file to be stored electronically please advise us prior to the conclusion of the matter, and we shall store it in paper format, for which we reserve the right to make a one-off charge of £50 (plus VAT). If, after your file has been electronically stored, we receive a request or mandate from you to provide your file, our only obligation will be to provide a copy in

electronic (not paper) format, and our obligations in terms of such request/mandate will be thereby deemed discharged. We reserve the right to make a one-off charge of £25 (plus VAT) for providing such electronic storage.

#### **24 Client Relations Partner/Complaints**

If you are unhappy about the quality of service provided, or the amount of our fees, then you should, in the first instance, take the matter up with the solicitor with whom you have been dealing. Alternatively, if you prefer, or if you are still not satisfied, we would invite you to raise the matter with our Client Relations Partner, Mr Duncan Love, at our 1 East Craibstone Street, Aberdeen, office. He will ensure that any such complaint is fully investigated and that you receive a response within ten working days. If you are still dissatisfied you can refer the matter to the Scottish Legal Complaints Commission (“the SLCC”), whose details are available online. Please note that the SLCC operate strict time limits for accepting complaints, which means that complaints require to be intimated to the SLCC within one year of the legal services ceasing to be provided, or the conduct to be complained about occurring. However, the SLCC will disregard any time it considers that the complainer was excusably unaware of their concerns over such service or conduct.

#### **25 Data Processing, Protection and Privacy**

The Firm is registered with the Information Commissioners Office for the purposes of the General Data Protection Regulation (“**GDPR**”). We will accordingly process, store and use personal information received from clients in accordance with and as permitted by such legislation. This clause summarises the key matters for you, as a client of the Firm, in respect of GDPR. In addition, our Data Protection Policy and GDPR Privacy Notice are available on our web-site. Should you require a printed copy, however, please advise and this will be arranged.

#### **What personal data does the Firm hold on you and why?**

In conducting legal business, the Partners consider that we have a legitimate interest in holding and processing your personal data to ensure that sufficient personal details are held in order to be able to effectively provide legal advice and communicate directly with you. This data includes (without limitation) your name, address, phone number(s), email address, (“contact information”), your gender, date of birth, and your banking details (where required). Additional information may be requested and held in specific circumstances.

#### **Who has access to your personal data?**

Your personal data records are held and maintained by our legal and administration staff. In most circumstances, only authorised staff and the Partners have access to this information. The exceptions to the above are in respect of limited access which may be required by or afforded to (i) third party organisations (such as Aberdeen Solicitors Property Centre, surveyors, photographers, local authorities and relevant courts or tribunals, other solicitors connected with your transaction, and Revenue Scotland), and (ii) the Firm’s professional advisers and/or regulatory bodies (such as its accountants, bankers, and the Law Society of Scotland). All such third parties

have data protection policies and observe data privacy regulations at least equivalent to those which the Firm observes under GDPR. The Firm will not pass your personal information on to any other 3<sup>rd</sup> party, without your consent.

### **Is the data held securely?**

Information is held on a number of different systems, and access on any system is always restricted to only those who require that information to undertake a specific function. Any paper records are held in secure and locked filing cabinets or cupboards, with key access restricted to only Partners and authorised staff.

The Firm uses a range of standard systems packages to support day to day services, and therefore also holds data electronically. Such data is held on the Firm's own IT servers in its offices. In the event of any data in the future being held "in the cloud", in addition to or instead of on IT servers in the offices of the Firm, such data may be held outwith the EEA (ie beyond the geographical boundaries of countries directly subject to the EU regulations). However, in such circumstances EU Standard Contractual Clauses (also called Model Clauses published by the European Commission) apply to protect EU data.

### **How long will personal data be held by the Firm?**

On conclusion of a matter, or you ceasing to have dealings with the Firm, your personal data records will normally be retained by us for the period prescribed by the Law Society of Scotland.

### **What are your data protection rights?**

The GDPR also sets down your rights, in terms of the Firm holding your personal data, and in particular your rights:-

- to be informed regarding what data is being held and why
- to have access to the data being held to verify accuracy
- to be able to rectify any errors in the data
- to request the erasure of the data being held

The regulations also include other rights for individuals in terms of direct marketing, data portability, and automated decision making. These uses of data are not undertaken by the Firm in respect of your personal data.

### **Who do you contact for more information?**

We endeavour to ensure that your contact information and personal details are, at all times, accurate, and we therefore ask that you please keep your personal information up to date by contacting us as and when required. You do have the right to see what data we are holding in respect of you/your personal information, and any such access request should be referred directly in writing to the Data Protection Partner, James & George Collie LLP, 1 East Craibstone Street, Aberdeen, AB11 6YQ or by email on [dataprotection@jgcollie.co.uk](mailto:dataprotection@jgcollie.co.uk).

Please note that any requests to erase any records will only be agreed if there is no over-riding requirement for the Firm to continue to hold the records to allow full

and proper business performance and management of the Firm, including for regulatory compliance and the need to maintain historical records for legal requirements.

The Firm has not appointed a formal Data Protection Officer to maintain ongoing review of the Firm's policies and practices in this important area, although the Partners will formally review the data protection practices regularly, as and when required.

You can find more information about the GDPR from the Information Commissioner's Office, including your right to complain to the regulatory authorities - contact details on [www.ico.org.uk](http://www.ico.org.uk).

**26 Professional Indemnity Cover**

We maintain professional indemnity insurance under the Law Society of Scotland's Master Policy. The limit currently applicable is £2 million. We accept no liability for any error, omission or neglect on our part which may give rise to a loss in excess of this sum. If you require us to increase our standard professional indemnity cover on a "one-off" basis we shall do so subject to you bearing the cost of any additional premium required.

**27 Money Laundering/Proceeds of Crime Regulations**

We are required by Law to comply with various obligations imposed on us by the Money Laundering Regulations and the Proceeds of Crime Act. At the outset of your transaction we will require from you appropriate evidence of identification and/or evidence of the source of funds required from you. It is essential that such information is provided to us since without the appropriate documentation we may not be able to progress your transaction and in extreme cases may be required to cease acting for you.

We will not accept cash payments exceeding £500.00. Furthermore you must not pay cash directly into our global Clients Account (maintained with the Royal Bank of Scotland plc and detailed in clause 13 above) without our agreement. If monies are so paid, we will effectively remove such funds from our Client Account by means of repaying same to the Bank by way of a Client Account cheque. If the Bank do not present such cheque then after a period of six months, if they are unclaimed, we will treat the funds as abandoned and pay same to QLTR on behalf of the Crown. No liability will attach to the firm for any loss or damage such action may occasion. Should you require to pay funds to us by bank draft, please ensure that the draft is accompanied by a letter from the payer bank stating the name on the account on which the draft has been drawn. This is a requirement to enable us to comply with Law Society Money Laundering rules.

**28 Liability**

Unless we agree otherwise in writing, we shall assume that where we act for more than one person (e.g. husband and wife or partnership) but only one of them tells us what to do, that person has the authority of the other(s) to do so. Where we do act



for more than one person, each person for whom we do work is equally responsible for the instructions given to us and for payment of our fees and outlays in connection with this matter. If you do not understand what this means, please ask us to explain.

29 **Copyright and Third Parties**

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.

30 **Law Society of Scotland**

Like all Scottish Solicitors, we are members of The Law Society of Scotland whose address is Atria One, 144 Morrison Street, Edinburgh, EH3 8EX, and subject to its professional rules at all times.

31 **Whole Agreement**

These terms and conditions, unless modified by the terms of any letter accompanying them, constitute the whole agreement between us and may be relied upon by either party.

32 **Applicable Law**

These terms and conditions are governed by the Law of Scotland and are subject to the exclusive jurisdiction of the Scottish Courts.