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# Terms of Business

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## Introduction

We, Freeths Scotland LLP, are a limited liability partnership, registered in Scotland, incorporation number SO307764 and our registered office is at 1<sup>st</sup> Floor, 1 Atlantic Quay, 1 Robertson Street, Glasgow, G2 8JB . If we use the word partner here or in any letter or email we send you, we mean a member of the limited liability partnership. We are recognised as an Incorporated Practice by the Law Society of Scotland (registered number 66429).

You can inspect a list of the names of the members of Freeths Scotland LLP at our registered office during normal business hours.

Our VAT registration number is 442 7813 88.

With our associated firm in England and Wales, Freeths LLP, we offer a full range of legal services. You can find out more by visiting our website at [www.freeths.co.uk](http://www.freeths.co.uk)

## Definitions

Phrase	Meaning
Consumer	as per s2(1) Consumer Rights Act 2015, a person acting for purposes which are wholly or mainly outside their trade, business, craft or profession.
case	the legal case, transaction or other matter that you instruct us on.
disbursement	any money that we spend on your behalf while we are carrying out work for you (such as paying counsel's fees or court fees or property search or registration fees).
electronic communication	an email or a text message or a multimedia message.
e-facilities	this term has the meaning set out in clause 7.2 below.
lawyers	the staff who carry out legal work including solicitors, trainee solicitors, licensed conveyancers, legal executives, paralegals, chartered planners and legal and administrative assistants. We refer to them as lawyers no matter what their qualifications.
we, us	Freeths Scotland LLP.

## **1. Your instructions**

- 1.1. We will take your instructions on your particular case and give you advice according to Scots law. If we need separate advice on foreign law, we will first ask your permission to approach foreign lawyers, and the cost of the advice will then be an expense on your interim or final bill. If you do not tell us something that you know or ought to know is relevant to your case, we cannot be responsible for not giving you advice on that.
- 1.2. We try to avoid changing the lawyers who are handling your work. If we have to change the lawyer, we will tell you who will be dealing with your work and why the change was necessary.
- 1.3. Unless we agree a particular way of communicating with you, we will choose whether we contact you in writing, in person, by phone or by email or other agreed method of electronic communication. Usually, we will communicate with you by email and telephone.
- 1.4. We are advising and preparing documents for you and not anyone else. We do not accept responsibility if anyone else relies on our advice unless we have first agreed that with you in writing.
- 1.5. If you are a company, or a family, or any group of people or companies, we would not accept instructions to act for all of you if we thought there might be a conflict between your individual interests. If a conflict develops, or if we have a concern that a conflict may be developing, we will discuss this with you. Similarly, if at any time you feel that there is a conflict between some or all of you on any aspect of your case, you must let us know. We can then decide whether or not it is necessary for you to get legal advice from another lawyer, either in this firm or another firm.
- 1.6. Unless we have agreed it separately with you, we will not be giving you tax advice on your case.
- 1.7. We will keep you informed of progress on your case but you should let us know if you would like us to discuss particular reporting requirements with you.

## **2. Members' liability**

- 2.1. You agree that we (Freeths Scotland LLP) are acting for you. Our lawyers are not providing services on a personal basis to you — they are employees, consultants or members of Freeths Scotland LLP and Freeths LLP.
- 2.2. No single employee, consultant or member accepts personal responsibility to you for any advice given to you or for work that we carry out for you. You agree that you will not bring a claim against any employee, consultant or member of Freeths Scotland LLP for services they provide on our behalf.

## **3. Our liability to you**

- 3.1. If you instruct us as a Consumer, we do not accept that we have a legal responsibility to you for any of the following losses:
  - 3.1.1. losses that could not reasonably have expected to result from our breach of duty;
  - 3.1.2. losses not caused by us breaking our contract with you;
  - 3.1.3. business losses, including losses you sustain in acting for the purposes of your trade, business, craft or profession; or
  - 3.1.4. damages, costs or losses linked to the loss of use or corruption of software, data or information.

- 3.2. If you instruct us other than as a Consumer, we do not accept that we have a legal responsibility to you or to others in connection with your case for any:
- 3.2.1. consequential or indirect losses or expenses, special or exemplary damages;
  - 3.2.2. loss of profit or lost opportunity, unless (a) you have instructed us to advise you or represent you as a claimant in a case and you have lost the opportunity of succeeding in that case as a result of our breach of duty or (b) you have instructed us to advise you in connection with a transaction or venture which you told us was specifically designed to achieve a particular profit or opportunity and your loss of profit or opportunity is the result of our breach of duty; or
  - 3.2.3. damages, costs or losses linked to the loss of use or corruption of software, data or information.
- 3.3. Without prejudice to 2.2, 3.1 and 3.2: If we are liable to pay compensation or damages to you (unless we agree separately with you in writing a different level of cover) we will pay you for any one claim ('one claim' defined as: (a) all claims against us arising from: (i) one act or omission; (ii) one series of related acts or omissions; (iii) the same act or omission, in a series of related matters or transactions; (iv) similar acts or omissions, in a series of related matters or transactions; and (b) all claims against us arising from one matter or transaction) no more than the sum of £2 million (two million pounds). This is the minimum level of insurance cover we have to provide to satisfy the Law Society of Scotland.
- 3.4. Paragraphs 2.2, 3.1, 3.2 and 3.3 do not prevent you from bringing any claim against us for:
- 3.4.1. death or personal injury; or
  - 3.4.2. fraud or any other liability that we cannot exclude or restrict by law or under our professional regulations.
- 3.5. If you are a company, we are not responsible for advising your shareholders, directors or employees, unless we have specifically agreed to do so, in which case the advice will be under a separate agreement with them.
- 3.6. We hold worldwide 'professional indemnity' insurance with Allianz Global Corporate and Specialty of 27 Leadenhall Street, London EC3A 1AA.
- 3.7. Each of our members, employees and consultants is entitled to the benefit of these terms of business under the Contracts (Rights of Third Parties) Act 1999. However, we may change or end our contract with you without their permission.
- 3.8. Apart from what we say in paragraph 3.7, these terms of business cannot be enforced under the Contracts (Rights of Third Parties) Act 1999. This means nobody other than you, us or our employees, consultants or members has any right to enforce or rely on any term of our contract with you.

## **4. Data protection and using data**

- 4.1. Under data protection law we have given the Information Commissioner formal notice that we handle personal information.
- 4.2. We have to tell you about your rights under data protection law. Please see the Privacy Notice at the end of these terms of business.

- 4.3. As part of providing our services to you, we may need to reveal personal information about you to other people. It is impossible to list everyone this includes because this will depend on the nature of your case. However, examples might include:
- 4.3.1. the court;
  - 4.3.2. other people who are involved in your legal action;
  - 4.3.3. experts;
  - 4.3.4. barristers;
  - 4.3.5. legal agents or inquiry agents; or
  - 4.3.6. other service providers (such as typing services or services we use to check your identity).
- 4.4. In some cases we may have a legal duty to release information about you. If we have to release personal information about you as part of the work that we are providing to you, we will only release what is reasonable and appropriate. Please ask us if you are concerned about this. Please also see paragraph 5.
- 4.5. If we set up a company for you, we may have to release personal information about you to the companies that set it up and who provide director and secretarial services.
- 4.6. We might also need to share personal information about you with companies or businesses that we control or are connected with us.
- 4.7. Some of our IT is managed by other organisations, which may process your information for us. As a result, we may need to share with them personal information about you so they can maintain and support our IT systems, such as our electronic filing system.
- 4.8. We would like to keep you up to date with information about us, our services, events and legal developments and issues that might interest you. Occasionally, we might also want to tell you about services, products or events other companies offer. We will send you an electronic communication to identify whether you would like to receive that information from us in the future and if so what and how you would like to receive it.

## **5. Money laundering and terrorist financing regulations**

- 5.1. As well as what we say about using your personal information in paragraph 4 above, we will also use any personal information about you for the purposes of preventing money laundering and terrorism.
- 5.2. Under the Money Laundering, Terrorist Financing and Transfer of Funds (Information on the Payer) Regulations 2017 ('Regulations'), in most cases we must identify and verify the identity of our clients and of other people such as directors or 'beneficial owners' (people who own or control a client).
- 5.3. As a result, we will do an independent identity check on you with another service provider, and we may ask you to show us some form of personal or business documents (as required by the Regulations) or to follow an online verification process. The service provider who carried out the check will record the fact that we have carried out a search and may also use the details from our search in the future to help other companies confirm people's identities. The provider may also reveal your information to a credit reference agency to confirm your identity. That agency may

keep a record of the search, but they will not carry out a credit check and your credit rating will not be affected.

- 5.4. You must not send any funds (including a payment on account of costs) to us until you have provided us with evidence of your identity and we have confirmed that we have completed our checks. If you do, we may have to return those funds to the account from which they were sent.
- 5.5. We are required to check and gather evidence as to the source of funds and wealth in relation to cases we are instructed on, and monies we receive or expect to receive. You must provide us with any information or evidence we reasonably require to verify those and if the information/evidence requested is not provided and additional checks are required then we may charge you for these. Failure to provide evidence may result in delays in the work we are doing for you or we may have to stop acting for you.
- 5.6. We have to continually keep to these Regulations. There may be a delay in the work we are carrying out for you if you do not promptly provide the information we need. **Neither we, nor our employees, consultants or members, accept any liability to you for any loss or damage caused by that delay or by us having to keep to the Regulations.**
- 5.7. We will not usually charge you for checking your identity, but we may do so if the checks involve more work than we would normally expect.
- 5.8. Solicitors must keep the affairs of clients confidential. However, we have a legal duty in certain circumstances to release information to the National Crime Agency (NCA) if we know or suspect that money laundering, terrorist financing or proliferation financing (providing funds or financial services that are used for producing, providing, having and using nuclear, chemical or biological weapons and their delivery systems) is involved. If this happens, we may not be able to tell you that your information has been passed on to the NCA and we may have to stop working on your behalf for a period without telling you why.

## 6. Complaints

- 6.1. We aim to offer you an efficient and effective service. If you have a complaint about our service; conduct; or about your bill, please try and resolve it with the lawyer handling your case.
- 6.2. If you do not feel that he or she has dealt with your complaint satisfactorily, or you feel uncomfortable raising the concern with them, please contact our Client Relations Partner.
- 6.3. The name of the Client Relations Partner is in the letter we send to you to explain what we will be doing for you and how much we will charge you. (We call this a 'client contract'.) If you do not have your client contract, please write to Nick Taylor, Client Relations Partner, Freeths Scotland LLP, c/o Cumberland Court, 80 Mount Street, Nottingham, NG1 6HH or email [complaints@freeths.co.uk](mailto:complaints@freeths.co.uk) with details of your complaint.
- 6.4. When we receive your complaint we will let you know, within seven days, that we have received it. We will then investigate it and write to you in line with our complaints policy which you can find at [www.freeths.co.uk/footer/legal-notices/](http://www.freeths.co.uk/footer/legal-notices/).
- 6.5. If after that you are not satisfied with the way we have handled your complaint you may be able to ask the Scottish Legal Complaints Commission (the SLCC) to consider your complaint. You should do this using their [SLCC Online Complaint Form](#).
- 6.6. Before accepting a complaint for investigation, the SLCC will check that you have tried to resolve your complaint with us first. If you have and your complaint relates to service or conduct you must contact the SLCC within 3 years of the service ending, or within 3 years of the date when

you could reasonably have been made aware of the conduct about which you are complaining. If you make a complaint after the 3 year deadline, the SLCC is unlikely to be able to consider the complaint unless there are exceptional circumstances.

- 6.7. If you would like more information about the SLCC, please contact them.

Visit: [www.scottishlegalcomplaints.com](http://www.scottishlegalcomplaints.com)

Call: 0131 201 2130

Email: [enquiries@scottishlegalcomplaints.org.uk](mailto:enquiries@scottishlegalcomplaints.org.uk)

Write: SLCC 12-13 St Andrew Square, Edinburgh, EH2 2AF

- 6.8. If you disagree with our bill for any reason, you must pay the part you do not disagree with within the credit period (please see paragraph 10).

## 7. Using electronic communications

- 7.1. You permit us to contact you by electronic communication. We will also use electronic communication as a way of communicating with others about your case.
- 7.2. We may also make portal or log-on based facilities available (such as e-discovery services) which allow access to information relating to your case (**'e-facilities'**). You agree that by logging on or accessing any e-facilities made available, you are permitting us to contact you via those e-facilities as well as by electronic communication.
- 7.3. We will always take reasonable steps to ensure that the systems and networks we use for our electronic communications and our e-facilities are reliable, secure and functional. However, in using electronic communications and/or e-facilities and/or giving us permission as set out in paragraph 7.1 and/or paragraph 7.2 you should realise that we have no control over the internet or telecommunications systems and therefore:
- 7.3.1. we cannot guarantee that e-facilities will be available or accessible;
- 7.3.2. we cannot guarantee to you that when we send to you, or to a third party, an electronic communication, you or they will receive it within a reasonable time, if at all;
- 7.3.3. we cannot guarantee that we will receive, within a reasonable time, or at all, any electronic communication that anyone (including you) sends to us about your case;
- 7.3.4. we do not accept responsibility if anyone (without your authorisation) intercepts or changes any electronic communication sent to us about your case before we receive it;
- 7.3.5. insofar as we are able to choose the networks via which we send electronic communication we take reasonable steps to satisfy ourselves that they are secure and function. However, we cannot give you any guarantees about these matters; and
- 7.3.6. we take reasonable steps to ensure that our emails, and their attachments, do not contain viruses by using virus-checking software and services. However, we do not guarantee our email to be virus-free and strongly recommend that you check any email that we send to you for viruses before you open it.
- 7.4. If you are concerned about the security and confidentiality of using electronic communication, please discuss this with us. We may be able to use or facilitate use of password-protected attachments or codes, or secure data-transfer services, but these may attract a fee.

## **8. How we charge**

- 8.1. We charge for our time and expertise.
- 8.2. Normally we work out our charges based on the time that our lawyers spend working on your case.
- 8.3. We record the time that we spend working on your case in units of six minutes so that there are 10 units for each hour. For each unit of time that we record, we describe it as a type of activity, for example, sending a letter or receiving a phone call. We record all the time that we spend working on your case including:
  - 8.3.1. reading and preparing;
  - 8.3.2. meeting you or others (including our other lawyers);
  - 8.3.3. travelling to and from meetings with you or with others;
  - 8.3.4. sending and receiving communications to and from you and others; and
  - 8.3.5. acting on your behalf.
- 8.4. We give each of our lawyers an hourly charging rate. Some of our lawyers have more experience and so we set their hourly charging rates higher. Sometimes we may also 'blend' a rate. This means we use a single hourly rate for both senior lawyers and more junior lawyers.
- 8.5. In working out our charges, we may also take into account other factors, such as how complicated or urgent the case is.
- 8.6. At the beginning of a case we will tell you which lawyer, or lawyers, will deal with your case and their hourly charging rates.
- 8.7. We normally change our hourly rates in April each year to take account of changes in our overhead costs. When we change our hourly rates, we will write to tell you about the new rates.
- 8.8. We may agree with you not to use hourly rates and the time we spend as the basis of our charges. We may instead agree charges up to a certain level, fixed charges or charges that depend on certain circumstances (see paragraph 23). In some cases, we might also agree to do set amounts of work in return for a fixed charge each year.
- 8.9. We will give you an estimate of our charges but it can only ever be a guide. It may also only relate to the first stage of the work we will do for you. Our actual charges may be more or less than our estimate. Any estimate that we give you is not a binding quote unless we agree with you that it is. If we do agree a quote with you, it will be based on your specific instructions. If your instructions or the circumstances of your instructions change, we may give you an extra quote or estimate or charge you for the amount of extra time that we spend. Unless we say otherwise, we will charge you VAT on top of any estimate or quote that we give to you.
- 8.10. Where relevant, we will charge you VAT at the appropriate rate as at the date of our bill on our charges and on any expenses that we pay or agree to pay while acting for you.
- 8.11. We will try to keep you regularly informed about the level of our charges and we will let you know about any changes in circumstances that will affect information we have previously given to you about our charges.
- 8.12. We may charge you for any work that we do not complete (for whatever reason).

8.13. We may require you to pay our charges up front, at any time during our work for you.

## **9. Disbursements, undertakings and expenses**

- 9.1. When you instruct us, you are giving us permission to pay disbursements on your behalf that are relevant to your case. For example, these disbursements might include court fees, search fees, registration fees, fees to register a trademark, valuation fees, commissioners' fees, courier fees, stamp duty, land and building transaction tax, land register fees, fees related to use of e-facilities and counsels' fees.
- 9.2. If practical, we will talk to you before we agree to large disbursements on your behalf, such as stamp duty, stamp duty land tax or counsels' fees.
- 9.3. We may ask you to pay us up front for disbursements we pay or agree to while working on your case. Normally, we will ask you to pay large disbursements up front.
- 9.4. If we do not ask you to pay us up front for disbursements and we pay them on your behalf, we will either send you a bill for those disbursements (which you must pay when you receive it) or include the disbursements on the interim or final bill (see paragraph 10).
- 9.5. If we are asked to give a costs undertaking on your behalf and you agree that we are to provide that undertaking, we may use funds you provide on account, or funds from your associated case in respect of that costs undertaking. You irrevocably consent to us using those funds for the purpose of complying with that undertaking once we have given that undertaking in accordance with your instructions.
- 9.6. We will also charge you for certain other expenses and services that we provide for you, which we will list under 'Our Professional Fees' on your bill. The amount we charge will be either the actual costs to us or an amount calculated at a rate which will include a fee for us carrying out the work for you. These expenses and services might be for photocopying and scanning documents for you, our travel and subsistence (meals and so on) expenses, fees for making electronic payments, fees for providing electronic signatures, and our fees for forming a company for you.

## **10. Bills**

- 10.1. We will send you bills during the time we are acting for you. We call these 'interim bills'. We will usually send you an interim bill each month but we may leave longer gaps between them. Any interim bill is a bill just for the work we have completed for you or will be doing for you. We will carry forward to a future bill any unbilled work which we have agreed with you. At the end of your case, we will send you a final bill which will cover the work we have done for you since the date of the last interim bill and any work we have agreed to do.
- 10.2. You must pay our interim and final bills as soon as you receive them, unless we write to tell you that a different payment date applies. If you do not pay us within 30 days, we may charge you interest under the Late Payment of Commercial Debts (Interest) Act 1998 ('Act') (where the Act applies) on the amount that you have not paid, together with fixed sum charges and reasonable costs of recovery permitted under the Act. The Act currently allows us to charge you (if applicable) interest of 8% above the base lending rate of the Bank of England. Please also read paragraph 12.2 regarding other rights we may have to claim interest and charges relating to unpaid bills.
- 10.3. You must pay our bills without taking off or withholding any amount for any tax, unless you have to do so by law. If you need to take off or withhold an amount you must make sure that the money received by us is enough to pay the full amount of our bills.

- 10.4. If you and another person or company give us instructions on your case, you are responsible for paying our bills individually as well as a group. This means that we can demand payment from one of you or all of you, whichever we choose.
- 10.5. If we hold money on your behalf (or if you are a company, on behalf of another company in your group), including any interest which may have built up, we may use this to pay or part pay our bills.
- 10.6. It is your responsibility to pay our bills even if someone else has agreed to pay some or all of them. If we agree that our bills can be addressed to, and paid on your behalf by a third party, our bills will still be addressed to you, but marked 'payable by' your nominated third party. If there is a third party you must tell us in advance and we will need the party's name, contact details and any other information or identification documents we request so that we can approve them as payer. We will not address bills to a party who has not been the beneficiary of our advice. If someone else does pay part of our bills, you are responsible for paying the rest.
- 10.7. If we owe you money or, if you are a company, another company in your group, we can reduce the amount you owe us under any bill we have sent to you by the amount we owe you.

## 11. Currency

- 11.1. **Agreed Invoice currency.** Unless we agree otherwise, our default invoice currency is British pounds sterling ('GBP'). If we agree a currency other than GBP this will be agreed with you in writing before the engagement commences (for example, in the engagement letter).
- 11.2. **Payment in the Invoice Currency.** You must pay each invoice in full in the invoice currency. If the invoice currency is not GBP we will provide you with bank details appropriate to that currency to remit settlement. You are responsible for ensuring that your payment is made in the invoice currency and that we receive the full invoiced amount in that currency.
- 11.3. **Exchange rate and currency fluctuation risk.** The basis of our charges will be as established pursuant to clause 8. Where we have agreed to invoice in a currency other than GBP we will provide details of the invoice currency equivalent of GBP based on the then applicable Lloyds Bank exchange rate. In the event that the exchange rate moves by more than 10% to reduce the GBP equivalent receipt based on the then applicable Lloyds Bank exchange rate, we reserve the right to reflect that change at the date of the invoice.
- 11.4. **Bank charges and intermediary fees.** All bank charges, correspondent/intermediary bank fees and other transfer costs incurred in receiving payment are payable by you. Where such charges are deducted from the amount remitted, you must pay the shortfall on demand.
- 11.5. **VAT, taxes and rounding.** VAT (and any other applicable taxes) will be charged in accordance with the law. Where an invoice includes amounts calculated by reference to another currency (for example, disbursements or estimates), any conversion will be based on the then applicable Lloyds Bank exchange rate and may be subject to rounding.
- 11.6. **Disbursements and third-party costs.** Where we incur disbursements or third-party costs in a currency different from the invoice currency, we will recharge those costs converted into the invoice currency at the Lloyds Bank exchange rate at the time of recharge. You remain responsible for any third-party bank charges and currency conversion costs.
- 11.7. **Credits, write-offs and refunds.** Any credit note or refund will be issued/made in the invoice currency. If we agree to make a refund in a different currency, any variance in the exchange rate and any bank charges will be for your account, and the refunded amount may differ from the amount originally paid due to currency movements and charges.

- 11.8. **Client account monies and interest.** Where client money is held for you in a currency other than GBP, any interest arrangements (including the rate, method and frequency of payment) will depend on the terms offered by the relevant bank and any relevant legislative requirements. This may differ from interest arrangements on our GBP client accounts. Unless we agree otherwise in writing, you accept that interest (if any) may be credited less frequently for foreign currency accounts and may be net of any bank charges and/or taxes.
- 11.9. **Late payment and interest.** If an invoice in the invoice currency is not paid by its due date, interest may accrue on the overdue amount in the invoice currency in accordance with our Terms of Business (and, where applicable, the Late Payment of Commercial Debts (Interest) Act 1998). Any interest and charges must be paid in the invoice currency.

## 12. Our policy on credit

- 12.1. If you do not pay any of our bills on time, we may:
- 12.1.1. take legal action against you to get back the amount you owe on an interim bill or a final bill (this may include us instructing a collection agent);
  - 12.1.2. stop working on any case for you; and
  - 12.1.3. keep your documents and papers and our papers until you have paid all money that you owe us.
- 12.2. You agree to pay, on a full indemnity basis, all costs and expenses incurred by us (including legal costs, whether incurred by us to external solicitors or re-charged by us based on the time spent by us) in connection with recovering any payment due by you or enforcing any of our rights under the terms of our contract with you.

## 13. Commission

- 13.1. Unless we agree otherwise with you, we will pay you any commission that any other person or company pays us resulting from your case.
- 13.2. When we act for you, we may receive money on your behalf. If we do, we will pay you interest on that in line with the Law Society of Scotland rules, regulations and guidance.

## 14. Receiving, holding and paying money

- 14.1. We will not accept funds from any source unless that source is one which has previously been identified to our satisfaction and from which we have agreed to accept funds. In the event that we receive money from an unexpected source, we may have to carry out some additional checks and return those funds to the source in question. This may cause a delay in the work we are doing for you. We may charge you for those checks. You will remain responsible for payment of our fees, disbursements and VAT and the discharge of any other liabilities which the funds were intended to meet.
- 14.2. Money we hold for you in a client account belongs to you. If the bank we use to hold your money fails, your claim is against the bank and not against us or any of our employees, consultants or members. We do not have any responsibility to you for any losses you suffer as a result of a failure of the bank. If you are an individual or a small company, you may be entitled to help under the Financial Services Compensation Scheme.
- 14.3. Where appropriate, we may require the use of an approved third-party managed account or escrow provider ('Managed Account Provider') for receiving, holding or transferring funds in

connection with your case. We will agree this with you in advance. In using the Managed Account Provider, you authorise us to arrange for your funds to be paid into and held in an account operated by it in accordance with the Managed Account Provider's terms, varied by our client contract letter. You agree that any fees or charges associated with such a service, and any onboarding steps required by the Managed Account Provider, will be your responsibility, unless agreed otherwise. Our responsibility in this regard to you is strictly limited to selecting the Managed Account Provider with reasonable care and to providing instructions to them in accordance with this paragraph 14.3.

- 14.4. When we have completed the work we are doing for you, received all money relating to your case, and deducted all amounts due to us and others in connection with your case, if there is less than £5 remaining if you are a Consumer, or otherwise £25 remaining we will pay the remaining amount to charity. If you do not want us to do that, please let us know and we will send the money to you.
- 14.5. For information on our client interest policy please go to <https://www.freeths.co.uk/footer/legal-notice/>.

## **15. Insurance**

- 15.1. You must let us know when we start to act for you if you have an insurance policy relevant to your case. For example, if you have an indemnity policy or a legal expenses insurance policy, you must send us a copy.
- 15.2. If you have a relevant insurance policy, you are responsible for our fees in line with paragraph 10 until your insurers confirm cover and until they refund them. You must sign an authority for us to give your insurer details of your matter.
- 15.3. For cases involving legal action there are certain insurance products available, called 'after the event' insurance. We would be happy to discuss these with you if you would like us to do so. If we help you arrange insurance, we will give you a statement of demands and needs which you must sign and return to us.

## **16. When you stop giving us instructions**

- 16.1. You may stop instructing us at any time and for any reason if you let us know in writing.
- 16.2. We may stop acting for you if we have good reason to do so and if we write to you to tell you that we are no longer acting for you. Examples of some of these good reasons include:
- 16.2.1. if you fail to pay our bills in full on the date you should have paid them or fail to pay us in advance when we ask you;
  - 16.2.2. if the rules and regulations governing how we operate mean we have to stop acting for you; and
  - 16.2.3. if you repeatedly fail to give us proper instructions.
- 16.3. If we stop acting for you, for whatever reason, you must pay all our charges, disbursements and expenses up until that time. We will keep all your papers and documents until you do this. If we have to take steps to remove ourselves from the court record, you must pay for that if it is because you have stopped instructing us. However, if we have stopped acting for you for good reason, we will pay for it.

16.4. If we stop acting for you, certain parts of these terms of business will continue to govern our relationship:

16.4.1. Clauses 2, 3, 4, 5, 6, 10, 11, 12, 13, 14, 17, 18, 19, 20, 21, 23, 26, 27, 28, 29 and 30.

## **17. Confidentiality and conflict of interest**

17.1. We share all our Information systems, our HR and IT systems, with our associated firm, Freeths LLP. As Freeths LLP will have access to the file about your case, we will make sure that they keep to this paragraph 17.

17.2. We will keep all information about you, your business and affairs confidential at all times unless:

17.2.1. you tell us to release information;

17.2.2. we have to release information by law; or

17.2.3. we must release information because of the nature of the work that we are carrying out for you.

17.3. Our obligation of confidentiality in paragraph 17.2 does not apply to information about you, your business and affairs if:

17.3.1. the public has access to it (other than through us breaking our obligation in paragraph 17.2); or

17.3.2. we already had the information before we worked for you; or

17.3.3. another person or organisation, with full authority, has given it to us.

17.4. We are an independent member of the Baker Tilly International global network of independent accounting, legal and business advisory firms ('the Network'). Each member of the Network is a separate and independent firm. Despite paragraph 17.2, if you have instructed us in the course of your trade, business, craft or profession (that is, as a business or corporate entity), we may give your business or corporate name to other members of the Network to check for conflicts of interest and meet our regulatory obligations, unless you write to tell us not to do so. All members of the Network must keep to confidentiality obligations relating to any information they receive from us.

17.5. If we find that you potentially have a conflict of interest with any member of the Network, we will discuss this with you and make arrangements that are reasonably appropriate to make sure your information is kept confidential and we can still act for you.

17.6. Please read paragraphs 4, 5, and 20.

17.7. Despite paragraph 17.2, we may make our file about your case available to an external auditor (see paragraph 20) under the following conditions:

17.7.1. the auditor has agreed in writing to keep the contents of your case confidential;

17.7.2. the auditor has agreed in writing to only use your file to assess our performance against quality standards; and

17.7.3. we will not allow the auditor to take our file off our premises or to take any copies of documents.

- 17.8. Despite paragraph 17.2, we may make documents and correspondence from your case available to the Law Society of Scotland (or someone they have chosen) when it requires us to do so. This may be, for example, for them to assess the progress of our trainee lawyers or for them to investigate a complaint.
- 17.9. Despite paragraph 17.2, we may make your file about your case available to our current or any future 'professional indemnity' insurers.
- 17.10. Despite paragraph 17.2, we may need to make our file about your case available to other companies and businesses who we use, so we can deliver an efficient, cost-effective legal service to you. We make sure all companies and businesses we use keep to service agreements that are consistent with our legal and professional obligations, including relating to confidentiality. We hold those companies and businesses to high standards relating to privacy and data protection.
- 17.11. We provide our services for you alone. All communications between us and you are confidential and may also be protected by 'legal professional privilege' which means that you cannot be forced to reveal them to anyone else (even the court) except in very limited circumstances. We recommend that you do not reveal our communications and advice to anyone else. However, if you do reveal them you may lose the privilege or right of confidentiality in them.
- 17.12. Our professional rules say that we cannot act or continue to act for you if there is an actual or possible conflict between your interests and the interests of another of our clients or our own interests. If this happens, we may have to stop acting for you but we may continue to act for the other client.

## **18. Publicity**

When your case is completed, we might like to publicise our involvement in it. We will, of course, discuss this with you first.

## **19. Storing files**

- 19.1. After finishing your case, we will store files and any other papers about it, in hard copy or electronic form (or both), for:

- 19.1.1. whatever time period we consider reasonable in the circumstances; or
- 19.1.2. the amount of time we have to store them by law,  
whichever is longest.

After this time we will destroy them.

- 19.2. Paragraph 19.1 does not apply to any papers that you ask us to return to you (as long as you have paid all charges, disbursements and expenses due to us – see paragraph 12.1).
- 19.3. We will not destroy title deeds, wills and probates, original trademarks, registered designs or Companies House certificates or similar items or documents if you ask us to keep them in safe custody.
- 19.4. We will not normally charge you for storing documents or for retrieving stored papers or deeds if they are related to continuing or new instructions to act for you. However, we may make a charge based on the time we spend on producing stored documents for you or someone else if you ask, for reading papers, writing letters or other work or expenses we run up to follow your instructions.

## **20. External audits**

- 20.1. To provide a high-quality service to you, we do our best to meet quality standards set by other organisations.
- 20.2. So that we can make sure that we keep to these quality standards, we will use an auditor to occasionally assess our performance.
- 20.3. When these audits take place, we need to allow the auditor to randomly choose a sample of files to audit. If the auditor chooses a file relating to your case, we will protect your confidentiality as described in paragraph 17.

## **21. Regulation**

We have to keep to the rules and regulations of the Law Society of Scotland in our relationship with you.

## **22. Cases involving legal action**

- 22.1. If you are making a claim or defending legal proceedings that we are handling for you, please read this paragraph and paragraph 23 very carefully.
- 22.2. You are responsible for paying our bills whether you are successful in your case or not and even if the court eventually orders another person or company to pay or part pay your legal costs. The other person or company will not be responsible for paying the VAT part of your costs if you can recover that yourself.
- 22.3. In the UK, the court will decide which person should pay the costs of proceedings, unless both sides agree the amount that will be paid. The court will usually order the person who is not successful to pay the successful person's legal costs. More often than not the court will order the unsuccessful person to pay a percentage of the successful person's costs: it is unusual for a person to be able to recover all of the costs of proceedings. The percentage will depend on factors such as the conduct of the people involved and any offers that had been made to settle the case.
- 22.4. As a result, you should assume that, even if you are successful, you will have to pay towards your legal costs, over and above any amount of money that the other person has to pay to you. This is also because our hourly rates for cases involving legal action are often higher than the guideline hourly rates set by the court. If the other person has used public funding (what used to be legal aid), it is unlikely that they will actually pay you any amount towards your costs. Also, even if the other person is ordered by the court to pay or part pay your costs, they may not be able to do so.
- 22.5. If the court orders the other person to pay some or all of our charges, disbursements and expenses, we can sometimes claim interest from them from the date of the order until they pay. If you have paid our charges, disbursements and expenses up front, we will pay any interest that we recover directly to you. If you have paid our charges, disbursements and expenses after the case is dealt with, we will keep any interest that we recover.
- 22.6. If you abandon or discontinue the case, you will probably have to pay the other person's costs.
- 22.7. If you are not successful in any legal action, as well as having to pay our charges, disbursements and expenses, the court will probably order you to pay a percentage (or potentially all) of the other person's costs.
- 22.8. The process of agreeing costs or having the court assess them can mean a delay between the court making an order for costs and the other person actually paying them. For example, if the

other person has to pay your costs at the end of the case, it may take several months for the court to decide the actual amount and for them to then pay you. We will expect you to have paid our charges, disbursements and expenses before you can recover them from the other person and regardless of whether you recover them.

- 22.9. If the court has to decide the question of costs, we may have to prepare a very detailed bill and we will itemise the work that we have done on your case. You will have to pay us for preparing this bill and also for the court fee. The court might order the other person to pay some of these charges, disbursements and expenses.
- 22.10. You may have to pay some of the other person's costs during the proceedings. During a case, any person involved in it can apply for the court to decide a point of procedure or law. If this happens, the court will make each person provide details of their costs for preparing or responding to the application. Once the court has made its decision, it will usually decide which person will pay the costs for the application. The court will normally decide that the person who is not successful has to pay the other's costs within 14 days of the date of the decision.
- 22.11. In some cases, there are different rules about costs. Other than personal injury, most cases with a financial value under £10,000 are dealt with in the small claims court. Personal injury cases with a financial value under £1,000 are also dealt with in the small claims court. In cases before the small claims court, and also before an employment tribunal, it is rare that any order is made that a person who is not successful should pay the other's costs (other than fixed court costs and fees). You should not expect the other person to pay any of our charges, disbursements and expenses, even if you are successful.
- 22.12. During your case, it is likely you may have to pass and/or identify to the other person all documents that relate in any way to the issues in the dispute (including documents that harm your case) that you:
- 22.12.1. have in your possession; or
  - 22.12.2. have had in your possession; or
  - 22.12.3. keep with your accountants or bankers and so on.
- 22.13. Your obligation under paragraph 22.12 is a broad obligation to the court. The court gives a wide meaning to 'documents', which includes paper copies and electronic copies. It includes:
- 22.13.1. correspondence;
  - 22.13.2. notes;
  - 22.13.3. diaries;
  - 22.13.4. electronic communications, such as emails, text messages and posts on social media;
  - 22.13.5. documents stored electronically;
  - 22.13.6. voicemails, voice notes, and audio and visual recordings;
  - 22.13.7. documents that you may consider confidential;
  - 22.13.8. documents that are stored on servers and backup systems, as well as electronic information that has been deleted; and
  - 22.13.9. any other items that could support or damage your case.

- 22.14. Your obligation to release the documents under paragraph 22.12 is an ongoing obligation until the court proceedings are finished. This means that:
- 22.14.1. you must keep all relevant documents safe and you should not destroy any of them; and
  - 22.14.2. we will need to review them during the course of the case. If you do not know whether documents are relevant, you should speak to the lawyer dealing with your case.
- 22.15. In family proceedings your obligation under paragraph 22.12 also covers assets you:
- 22.15.1. own;
  - 22.15.2. have control over; or
  - 22.15.3. have an interest in.

## **23. Intellectual property**

- 23.1. In working for you we will use our know-how and experience. We will share this with you by giving you advice and preparing documents on your case. This is our confidential information. We also own other rights in material that we produce in dealing with your case, such as copyrights and trademarks (these are called 'intellectual property').
- 23.2. As well as paragraph 1.4, you may not, unless you have our permission:
- 23.2.1. release our confidential information or intellectual property to any other person; or
  - 23.2.2. supply, pass on or otherwise commercially use our services.
- 23.3. Unless we have agreed otherwise, if you pay our bills, we will grant you a royalty-free, non-exclusive licence of our confidential information and our intellectual property. However:
- 23.3.1. you may only use these for the purposes for which we provide them to you in the first place; and
  - 23.3.2. you may only use these for your own business or personal purposes and for no other reasons.
- 23.4. To avoid any doubt, if you do not pay our bills, we may cancel your right to use our confidential information and intellectual property.

## **24. Your Obligations**

- 24.1. You must, throughout the operation of our contract with you:
- 24.1.1. pay our invoices promptly
  - 24.1.2. provide us with all information on a full disclosure basis that we reasonably require or which you are of which may assist us in the consideration or handling of your case
  - 24.1.3. promptly provide us with instructions and information necessary for us to be able to properly handle your case and (where we are required to instruct third parties or incur costs on your behalf) promptly pay such costs to account where we ask you to do so
  - 24.1.4. ensure that all information provided to us is up to date, complete and not misleading and where information becomes outdated or inaccurate promptly advise and update us accordingly

24.1.5. make yourself available to us for the purposes of obtaining instructions and executing documents

24.2. You accept that making decisions on the handling of your case is ultimately a matter solely for your discretion. We will use our professional skill and judgement in advising you and assisting you in making decisions but the decisions will be yours to take. If we make any assessments of risk associated with any particular course of action or the likelihood of any outcome being achieved then we will do so based only on information available to us and you agree that in making any decision you will consider any assessment provided by us along with the other prevailing practical or commercial factors.

## **25. Artificial Intelligence tools**

25.1. In providing the Services, we may use AI technology-assisted tools ("AI Tools"), to support legal research, drafting, analysis, document review, or other aspects of our work. Any use of AI Tools is undertaken as a support to, and not a replacement for, professional legal judgment. All advice, work product, and deliverables provided to you remain subject to appropriate human review, supervision, and approval by qualified legal professionals. We remain responsible for the legal services we provide to you in accordance with our regulatory obligations under the Solicitors Regulation Authority Standards and Regulations. However, AI Tools are provided by third-party vendors. Accordingly, we do not warrant or guarantee the accuracy, completeness, performance, or outputs of any AI Tools used in the course of providing the Services. Nothing in this clause limits our obligations to act in your best interests, to provide a proper standard of service, or to maintain client confidentiality and legal professional privilege.

## **26. Changing these terms**

If we change these terms, we will write to tell you.

## **27. Force Majeure**

27.1. We will not be liable for any delay in performing or failure to perform any of our obligations to you if such delay or failure results from events or circumstances beyond our control including, without limitation, transport or communications failure; the consequences of riot, terrorist attack, or war; failure of our computer systems or of any third party computer systems upon which we rely; illness, disease or pandemic; damage to our premises or storage facilities by explosion, fire, corrosion, flood, natural disaster, malicious or negligent act or accident.

## **28. Assignment**

28.1. You may not assign all or any part of the benefit of, or your rights and benefits under, the agreement of which these terms form part without our prior written consent.

## **29. Invalid terms**

If any of these terms is, or at any stage in the future becomes invalid, illegal or cannot be enforced in law, it will not affect the other terms which will stay in force.

## **30. Law**

If there is a dispute between you and us, we both agree that the courts of Scotland will be the only courts with the power to deal with the dispute and that Scottish law will apply.

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# Privacy Notice

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April 2026

## Privacy Notice

### **FREETHS SCOTLAND LLP**

Freeths Scotland LLP is a limited liability partnership registered in Scotland with incorporation number SO307764 and our registered office at 1<sup>st</sup> Floor, 1 Atlantic Quay, 1 Robertson Street, Glasgow, G2 8JB. We are recognised as an Incorporated Practice by the Law Society of Scotland (registered number 66429).

We are registered with the Information Commissioner's Office (ICO), the UK data-protection regulator. For the purposes of the UK General Data Protection Regulations and the Data Protection Act 2018 as amended by the Data (Use and Access) Act 2025 (together, the Data Protection Laws), we act as the 'data controller' in relation to any personal information we hold about you.

We are fully committed to protecting your personal information. We have appointed a member of this firm as our Data Protection Officer ('DPO') who is responsible for overseeing questions in relation to this Privacy Notice. If you have any questions about this Privacy Notice, including any requests to exercise your legal rights, contact us using the information set out in the 'How you can complain' section.

Balbinder Bisram, DPO

Email: [privacy@freeths.co.uk](mailto:privacy@freeths.co.uk)

Phone: 0345 009 4028

We are certified under ISO 27001 (the internationally recognised data and information security standard) and accredited to the UK Government's Cyber Essentials security standards.

We will need to deal with ('process') your personal information so that we can provide legal services to you. This privacy notice tells you what we will do with that information, and your legal rights in relation to it under the Data Protection Laws which may apply.

### **Your personal information – and why we need it**

We will need to collect some personal information about you to form a solicitor and client relationship and so we can create and maintain proper records and provide our services. This information will include your:

- full name;
- date of birth;
- address (business and personal);
- email address;
- financial details; and
- phone number.

We will also need to gather other details about you that are relevant to the work you want us to do.

You must tell us if any of your details change, so we can make sure the information we have about you is accurate and up to date.

We collect and use your personal information to provide services to you. If you do not provide personal information we ask for, it may delay or prevent us from providing those services.

Data-protection laws say that we have to have a legal basis for processing your information. In most cases, we will only process your personal information:

- so we can carry out our contract with you, or to take any steps you ask us to before entering into a contract with you;
- as necessary to keep to any legal or regulatory obligations we may have (for example, to check your identity, which we need to do under anti-money-laundering laws); or
- where necessary in the legitimate interests of this firm or someone else, as long as those interests take priority over your own rights in the circumstances.

We have produced a table setting out [what we use your personal data for and why](#) which you can find at [www.freeths.co.uk](http://www.freeths.co.uk).

If none of these reasons applies, we may have to ask for your specific permission. If you give your permission, you can withdraw it at any time.

Depending on the type of case or the advice you need, we might also need to collect or handle more sensitive or 'special category' information about you, on matters such as your:

- racial or ethnic origin;
- genetic information;
- political opinions;
- identifiable physical, physiological or behavioural characteristics (such as your facial image or fingerprints);
- religious or philosophical beliefs;
- health;
- trade union membership; and
- sex life or sexuality.

We will:

- only collect or handle this personal information if we need to so we can deal with your case properly;
- ask you for your specific written permission to process this type of information; and
- tell you why and how the information will be used.

If we collect personal information about you from a source other than you (unless you already have that information, the law says we can't, or it is confidential), we will tell you:

- what that information is; and
- where it has come from.

If the information is wrong or incomplete, you will be entitled to ask us to correct it (see 'What are your rights?' below).

If we are allowed by law, we may use your details to contact you with information about our services or legal developments we think may interest you. You can tell us at any time not to send you these messages.

## Consent

If we have asked for your specific permission (consent) to have and use your personal information, you can withdraw that consent at any time by contacting the lawyer dealing with your case or by phoning us or emailing us.

- **Phone:** 0345 009 4028
- **Email:** [postmaster@freeths.co.uk](mailto:postmaster@freeths.co.uk).

This will not affect any processing of your personal information which we have done before you withdraw your consent.

We will ask you some questions to check your identity, and to allow us to note in our records that you have withdrawn your consent.

If you want to withdraw your permission for receiving marketing communications, you can do that:

- using the 'unsubscribe facility' in the communication itself (emails);
- by emailing us on our web page at [unsubscribe@freeths.co.uk](mailto:unsubscribe@freeths.co.uk); or
- by contacting us using the above phone number or email address.

## Children

If we are processing personal information for a child (under the age of 13 years), we will need the permission of the child's guardian. If the child is over 13 years, we will need the child's permission.

The lawyer dealing with your case will be able to discuss this with you in more detail if you want.

## Sharing your personal information with others

We may have to pass on your personal information to other people or organisations to provide our legal services to you and to conduct our business. These include:

- barristers;
- other solicitors we instruct to carry out work on our behalf;
- in legal proceedings – the court and others required by law or by the rules or order of the court;
- medical practitioners and specialists;
- other experts and professionals; and
- other trusted suppliers (such as our IT service providers).

We may also process your personal data to comply with our regulatory requirements or in the course of dialogue with our regulators as applicable, which may include disclosing your personal data to government, regulatory or law enforcement agencies in connection with enquiries, proceedings or investigations by such parties anywhere in the world or where compelled to do so. Where permitted, or unless to do so would prejudice the prevention or detection of a crime, we will direct any such request to you or notify you before responding.

Whenever possible, we will only share personal information with them on a confidential basis. If we do share information, we will keep to our ISO 27001 data-security standards.

Your personal information stored on our information systems may be seen by external providers of technical services, if they need access to those systems to fix a technical problem or support our business.

All our service providers must keep to confidentiality obligations agreed with them.

The lawyer dealing with your case will be able to tell you when and with whom we will share your information.

If you are a business or corporate entity, clause 17.4 of our Terms of Business states that we can share your business or corporate name with other members of the Baker Tilly International global network of independent accounting and business advisory firms ('the Network') that we are a member of.

We will never sell your personal information for marketing purposes.

**Transferring your information to another country**

If the work we are doing for you means we need to transfer your personal information to another country, we will discuss this with you beforehand.

We may sometimes have to give our technical service providers access to our information systems and the information stored on them, which may include your personal information. Depending on the circumstances, the people who get access to that information might be outside the UK and the European Economic Area. However, any access they have will be controlled by a contract which keeps to UK data-protection laws.

**How long do we keep your information?**

We will usually have to keep personal information even after we have completed the work you ask us to do. We will need to keep your personal information for different time periods, in line with policies in force at the time, to protect our legal interests and to meet our legal and regulatory obligations. How long we keep your personal information for will depend on the nature of your case, the type of services we provide and the purpose (or purposes) for which we collected the information. We usually keep information for at least six years after we have completed the work you asked us to do. You can ask the lawyer dealing with your case for more details about these specific periods.

**What are your rights?**

- Right of access – you have the right to ask for a copy of the personal information we hold about you.
- Right of rectification – you have the right to correct any information we hold about you that is not accurate or complete.
- Right to be forgotten – in certain circumstances, you can ask for personal information we hold about you to be erased from our records. (If we have another legal obligation to keep your information which would mean that we could not do this, we will explain that to you if you make such a request.)
- Right to restriction of processing – in certain circumstances, you might be able to restrict how we process your information.
- Right of portability – if we hold certain types of personal information about you, you may have the right to have it transferred to another organisation.
- Right to object – you have the right to object to certain types of processing, such as direct marketing.
- Right to object to important decisions being made about you, or anything about you being evaluated, by an automated process without any human involvement.

We will also send all of the above requests to anyone else we have shared your information with, and we will always try to respond to you within one month of receiving your request.

## How you can complain

If you want to make a complaint about how we are processing your personal information, first contact us so that we can try and resolve your concerns. If you are not satisfied with how we have handled your complaint, you can raise the matter direct with our Information Commissioner.

### Freeths Scotland LLP Data Protection

#### Officer:

Balbinder Bislam

Freeths Scotland LLP  
Cumberland Court  
80 Mount Street  
Nottingham  
NG1 6 HH

**Phone:** 0345 009 4028

**Email:** [privacy@freeths.co.uk](mailto:privacy@freeths.co.uk)

### Information Commissioner's Office:

Wycliffe House  
Water Lane  
Wilmslow  
Cheshire  
SK9 5AF

**Phone:** 0303 123 1113 or 01625 545 745

**Website:** [ico.org.uk/concerns/handling/](https://ico.org.uk/concerns/handling/)