



ROLLOS LAW LLP
Solicitors & estate agents
ROLLOS LAW LLP (ROLLOS)

Terms & Conditions of Business and Privacy Notice - Litigation

The following terms (as amended by us from time to time) will apply to the work referred to in the Engagement letter/email you have received from us and, unless otherwise agreed by us in writing after the date of the Engagement letter/email, to all other work carried out by us on your behalf. By receipt of the Engagement letter/email and by continuing to instruct us you will be deemed to have read over and accepted our terms and conditions of business unless you specifically advise us to the contrary. This Schedule explains the way in which we will deal with your business and sets out the terms and conditions on which we will act for you. The terms and conditions fall into the following broad categories: -

1. Knowing our Client/Instructions
2. Our Work
3. Charge-Out Rates and Payment Terms
4. Litigation
5. Professional Liability
6. Incidental Financial Business
7. Administration and Regulation
8. Data Protection Privacy Notice
9. Complaints Procedure
10. Termination
11. Governing Law

Our terms and conditions are not intended to be, nor should be construed as being, exhaustive and may be subject to change from time to time. If you have any questions on them, either now, or in the future please do not hesitate to contact us, or the Instructed Solicitor specified in your Engagement letter/email.

If you require these terms and conditions of business, translated, or need any other assistance in dealing with us please let us know. Rollos advocates compliance with the Disability Discrimination Act 1995 and will do everything reasonably practicable to ensure equality of access to our services.

1. Knowing our Client/Instructions

1.1 Who is our Client?

You are our client and unless otherwise directed we take instructions only from you. Unless instructed to the contrary, we shall be entitled to assume:-

- A. If you are joint clients, we can take instructions from either or any of you;
- B. If you are a company, then we can take instructions from any director, the company secretary, or anyone authorised by an officer of the Company to do so;
- C. If you are a Limited Liability Partnership or Partnership, we can take instructions from any member, partner or anyone authorised by any member or partner to do so;
- D. In the event that you are a corporate or incorporated body (other than as referred to in B. and C. above) then we can take instructions from an authorised officer of the said body or anyone authorised by the said body to do so.

1.2 Instructions and scope of work

As your Agent we can only act on the information and instructions given to us by you. You should not assume that we have knowledge of any factual matters beyond those imparted to us by you. We can only act in your best interests if we are in possession of **all** the relevant facts from you and it is essential that when we request instructions or additional information from you this is given timeously.

You may instruct us either verbally, in writing (including e-mail communication if that is appropriate). We reserve the right to ask you to confirm verbal instructions to us in writing. If at any time there is any change in your instructions to us, you must notify us immediately in writing and seek an acknowledgement that the change has been properly recorded.

All confidential information provided to us in relation to your business will be received and acted upon in strict confidence and will only be disclosed to those parties or bodies authorised by you, or as reasonably required by the Law Society of Scotland, or any other authorised body or Authority.

1.3 Internet/Email

Internet communications are capable of data corruption. We cannot accept any responsibility or liability for changes made to such communications after their despatch, nor can it guarantee their successful receipt or delivery. For that reason it may be inappropriate to rely upon advice transmitted by e-mail without obtaining written confirmation of it. We do not accept responsibility or liability for any errors or problems that may arise through the use of Internet communication. All inherent risks in sending commercially sensitive information relating to your business rests with you. If you do not agree to accept this risk, you should notify us in writing immediately that email is not an acceptable means of communication for you or your business.

1.4 Client's responsibilities

You are responsible for keeping us advised of any change of contact details e.g. address, email address or telephone number. We will use our best endeavours to give you notice of when you will be required to sign documents but on occasion you may need to be available at short notice to sign documents. Similarly, please keep in contact with us regarding your holiday plans if critical dates have to be met as part of your transaction.

1.5 Client Due Diligence/ID

To meet our statutory requirements under the Proceeds of Crime Act 2002, the Terrorism Act 2000, Money Laundering, Terrorist Financing and Transfer of Funds (Information on Payer) Regulations 2017 (as amended),, and the rules of The Law Society of Scotland, we are obliged to properly identify our clients and to verify the financial credentials of both the clients and the transaction in which we are instructed before starting work.

Unless you confirm to the contrary we will presume you are not a Politically Exposed Person (PEP). Anyone who has been resident in the UK for more than a year or who is currently a UK national residing in the UK cannot be a PEP. PEP's are individuals who are or have (within the last 12 months) been entrusted with prominent public functions and include the following:

- Heads of State, Heads of Government, Ministers and Deputy or Assistant Ministers;
- Members of Parliaments;
- Members of Supreme Courts, of Constitutional Courts or of other high-level judicial bodies whose decisions are not generally subject to further appeal, other than in exceptional circumstances;
- Members of Courts of Auditors or of the boards of central banks;
- Ambassadors, chargés d'affaires and high-ranking officers in the armed forces;
- Members of the administrative, management or supervisory bodies of state-owned enterprises.

To comply with the Regulations we must ask you to provide us with up-to-date personal ID and proof of address and all the relevant details of your financial/funding sources for the transaction (if appropriate) as we may deem necessary at the earliest opportunity. We require to confirm your ID before commencing any work on your behalf. In this regard, we use Amiquis ID - www.amiquis.co.uk. We will send you a secure link to their platform where you can upload the required ID documents in a secure and encrypted way. Verification by Amiquis uses biometric cross-checks which allow us to rely on their confirmation of ID and, in most circumstances, undertaking additional checks.

If you do not wish to provide ID by this method, please forward to us the originals of two of the following items (one from each group). The documents will be photocopied and returned to you immediately:-

GROUP 1

- a) Valid current signed passport (including current visa or other authority to remain in the UK if required).
- b) Current UK or EEA photocard driving licence (full).
- c) Current EEA member state identity card.
- d) UK paper driving licence (full).

- e) DWP/Benefits Agency notification letter confirming your current rights to benefit or state pension dated within the last 12 months.
- f) Current UK firearms certificate or shotgun licence.
- g) Original UK Birth Certificate.
- h) National Identity Card bearing a photograph.
- i) Residence Permit issued by the Home Office

GROUP 2

- a) Current UK photocard driving licence (full) if NOT used for Proof of identity.
- b) Bank, Building Society or Credit Union statement (store cards and internet statements are not accepted) dated within the last 3 months.
- c) Utility bill (not mobile phone or internet bills) dated within the last 3 months.
- d) Council Tax bill or payment book for the current payment year.
- e) DWP/benefits Agency notification letter confirming current rights to benefits or State Pension dated within the last 12 months (if NOT used for Proof of Identity).
- f) HMRC Self-Assessment letter or tax demand dated within the current financial year.
- g) Council or Housing Association rent card or agency agreement for the current year.
- h) Original mortgage statement from a recognised lender issued for the last full year.

A delay or failure to produce this information may require us to carry out enhanced due diligence and may result in a delay in us progressing/completing your transaction. As your Solicitors we would prefer to avoid such an eventuality but you will understand that we are constrained by the Regulations.

In relation to commercial clients, we are required to remain up to date with the ownership structure and business activity of any company or commercial entity that we act for. As a result, we will require you to complete the Commercial Client Questionnaire outlining the company's business plan, financial situation and ownership hierarchy. This must be completed and signed by a director, partner, trustee or authorised signatory before being returned to us.

The Regulations also require you to notify us immediately of any material change in your funding sources or arrangements that you have made known to us at the outset of your instruction to us. If there is such a change we may have to investigate the changes, request additional information, and, if absolutely necessary, suspend work until the additional due diligence is completed.

Under the Regulations cash transactions are deemed potentially dangerous. For that reason, and to avoid you further unnecessary diligence, please note that in all cases we will not accept clients' funds in cash unless for single transactions with a value of £500.00 or less.

- 1.6 As solicitors we have various compliance obligations including obligations under the Proceeds of Crime Act 2002 Money Laundering Terrorist Financing and Transfer of Funds (Information on the Payer) Regulations 2017 and the Terrorism Act 2000 which are designed to prevent the circulation of moneys arising from serious crime drug trafficking and terrorism.

These obligations are likely to be expanded amended or refined over time. We acknowledge that any future changes in the nature and extent of those obligations will bind us and will regulate our relationship with you.

We will take whatever steps we consider appropriate to comply with our obligations including due diligence at the commencement of our relationship and ongoing monitoring. We accept no liability for any delay in completing your matter resulting from us carrying out identity verification and other compliance procedures. You agree that we are not responsible for any adverse consequences for you that may arise as a result of our compliance with laws and regulations.

In connection with our compliance obligations we store copies of our identification documents in a secured part of our IT system and also within the Amicus platform. Identification documents and personal data are stored and disposed of as provided for in clause 8 of these Terms and Conditions.

We have a duty to make a report to the relevant authorities if we know or suspect or have any reasonable grounds to suspect that any person is engaged in money laundering. In addition, if we know or suspect that any matter in which we are involved relates to the proceeds of any crime we are required to make an immediate and confidential disclosure to the relevant authority. In these circumstances we are bound not to advise a client that a report is being made. Accordingly in the unlikely event that such a situation arises in connection with any work that we do for you we reserve the right to make any such disclosures to the relevant authority without your knowledge or consent. This duty supersedes our professional obligation of confidentiality to you.

2. Our Work

2.1 Your contact with Rollos

Primary responsibility for the conduct of the transaction will lie with the Instructed Solicitor as detailed in the Engagement letter/email you have received from us. As the instruction progresses others within Rollos may assist the Instructed Solicitor.

The advice we expect to be giving and the work that we expect to be undertaking on your instructions will be: -

- 2.1.1 detailed in the Engagement letter/email;
- 2.1.2 drafting and finalising all documentation to completion of the work detailed in the Engagement letter/email;
- 2.1.3 generally all other work ancillary to your instruction.

2.2 Completion of the Work

The nature of the instruction and the work will determine the length of time it takes to complete the work. We undertake to keep you informed (both verbally and in writing) of progress and all significant events that may affect that progress (and expect you to do likewise), but we cannot give any binding estimate as to when the work will be completed.

3. Charge Out Rates & Payment Terms

3.1 Our Fees

Our fees are calculated by reference to a number of factors, but critically upon the time spent by the Instructed Solicitor and others working on the matter. Our work roster is divided up into units of 6 minutes each, each unit being worth the following: -

Partner/Consultant - £40.00

Associate/Senior Solicitors - £35.00

Assistant Solicitors - £30.00

Trainee Solicitor with Restricted Practising Certificate - £25.00

Trainee Solicitor - £25.00

Accredited Paralegal - £30.00

Paralegal Assistant - £22.00

Support Staff - £15.00

These rates are revised from time to time and usually annually. We shall inform you of any increase in advance of any change being effected. Each unit is applied as follows:-

- Telephone calls received and made are timed in units of 6 minutes each.
- Letters, faxes and email are charged at 1.25 units for each page of 125 words or part thereof. Formal letters/emails such as acknowledgements and confirmatory letters/emails are charged at 0.5 units.
- Deeds and documents intended to have a contractual effect including missives, formal writs, figured statements and accounts, inventories and relative schedules, Memorials for Opinion, Court writs, Motions and associated papers are charged at 5 units per page.
- The time spent considering matters perusing documentation, attending you in person, travelling, attending Court and all other personal work undertaken on the file are charged on the file at the time actually spent and recorded.

A charge of 5% will be applied to all fees to cover posts and incidents. Any fees quoted are exclusive of VAT.

A fee of £25 plus VAT per named individual will be applied for completion of the client ID and address verification process. Where enhanced due diligence is required to verify your ID or address or otherwise in respect

of compliance with our anti money laundering regulations, we reserve the right to charge an additional fee based on the time spent to meet our professional and regulatory requirements.

A retainer will be required of £500 to be received before any court work carried out on your behalf. In court related matters and separation /child residence or contact /divorce negotiations it is difficult to give an estimate just how long something will take to reach a conclusion and therefore how much that piece of work from beginning until end will cost in total. We will endeavour to interim bill at regular intervals and all interim fees will fall to be deducted from the final fee invoice which will be issued on conclusion of the matter.

3.2 Outlays and Additional Costs

There may be certain outlays and additional costs that we incur in progressing your instruction such as mandatory ID identification, registration dues payable to The Land Register of Scotland, Court Dues payable to the Scottish Court Service, Sheriff Officers' charges, advertising costs for the sale or letting of properties, courier charges, travel costs (currently charged at £0.45 per mile) subsistence and administration costs such as photocopying etc. which will be charged as outlays on your account.

3.3 Payments to Account

We reserve the right to seek payments to account from our Clients in respect of fees and pre-payment in full of all outlays that are anticipated.

3.4 Interim Fees

Depending on the nature of the business instructed it is our usual practice to issue interim fees on either a monthly or a quarterly basis. A final account will rendered upon completion of the business.

3.5 Payment Terms

We expect payment in full of all invoices within 14 days of the Invoice being rendered.

Any cheque, CHAPS or BACS payment made to us by you as the client must be from an account held in your name with an UK bank or building society. We do not accept banker's drafts.

We will not accept, or pay out, more than £500 in cash (with the exception of rent from a tenant where we will accept up to £2,000).

If payment is not made timeously, or in full, we reserve the right: -

- 3.5.1 To charge an administration fee in the sum of £75 plus VAT for recovery of any balance of outstanding fees before legal proceedings are raised; and,

3.5.2 In the event we require to raise legal proceedings for recovery of the outstanding sum additional (judicial) interest will be sought together with judicial expenses.

3.6 Remit to an Auditor of Court

We reserve the right to remit your business file to the Auditor of Court for the purpose of fee assessment at any juncture throughout the course of your instruction for the purpose of raising interim and/or final fee invoices. The Auditor of Court's fee for carrying out such an assessment will be chargeable to you. Further, in the event that our level of charges is disputed, your file on your request will be remitted to the Auditor of Court who will carry out an independent and objective fee assessment. In the event the Auditor of Court assesses the fee to be higher than the fee raised we reserve the right to charge the higher fee assessed.

4. Litigation

4.1 Court Expenses

Please note that the court can only award "judicial" expenses, which are expenses reasonably and necessarily incurred in taking the matter to litigation i.e. a Court. These expenses are charged on a fixed table and allow for block fees for each item of work carried out. Please be aware that the block fees sometimes do not reflect the actual amount of work carried out on your business file. If you are successful your opponent will not be expected to meet the solicitor and client expenses which are the fees incurred by us in their dealings with you as in accordance with these terms and conditions of business. Sometimes these fees are not fully recovered by the block fees or are not all considered by the Auditor of Court as essential to the conduct of the case. Even if you succeed in your action and you are awarded judicial expenses there may be a shortfall between the actual expenses of litigation and the judicial expenses recovered - you must pay that shortfall. Please also note that should your opponent be awarded Legal Aid even if you succeed and an award of judicial expenses is made against your opponent a legally aided party can ask the court to reduce the level of contribution they require to make towards your legal expenses and sometimes that could result in their not being required to make any contribution at all. In reaching a decision the court will have regard to such matters as the legally aided party's income and resources as well as her or his conduct of the actual litigation.

4.2 Legal Aid

Please also note that although we offer Legal Aid for most civil work we reserve the right not to proceed on a legally aided basis if we anticipate your case would not be cost effective on any legally aided basis. In that scenario we will inform you from the outset that you will be charged in accordance with our rates as set out in paragraph 3. Should you wish to secure alternative agents who can represent you on a legally aided basis when informed we are not offering this service, we will endeavour to provide you with a list of solicitors who might assist under legal aid charge out rates.

We will intimate to you our decision to submit a Legal Aid application as soon as possible and certainly at or soon after our initial consultation. In order to satisfy the Legal Aid Board that an application has merit not only must the person be financially eligible depending on their income and capital but there must also be a case in law which justifies the expenditure of the public fund.

All monies won or property preserved in a legally aided case must be forwarded to the Legal Aid Board in the first instance. Usually the Legal Aid account(s) will be deducted from the sums as a first charge/clawback all before any remaining balance is available for payment to the client in accordance with Legal Aid regulations. Depending on the circumstances a financial hardship application can be submitted to the Legal Aid Board for consideration. If such an application is granted the Board would pay the Legal Aid account without deduction / clawback. Usually the Board takes a view however that the Legal Aid account for the work we have done under the certificate falls to be deducted from any money or property recovered or preserved for you at the outcome of the proceedings or on settlement with your opponent. Only if there is exceptional hardship in so doing would the Board depart from that position.

4.3 No Win No Fee

In the event that we act on a No Win No Fee basis this means that if you were to lose the case there would be no fees to be paid and only reasonably incurred outlays. We will charge a fee for our work but the difference between our fee to you and the other side's contribution towards it will be capped at 12% of damages payable to you.

4.4 Independent Assessment by Auditor of Court/Law Accountant

Fees which are not agreed in advance may be subject to an independent assessment by a Law Accountant or the Auditor of Court. You are entitled to require your business file to be taxed if you believe it has not been charged correctly. It is our practice to send our files to independent firms of Law Accountants or the Auditor of Court for preparation of accounts. When taxation is sought the file is passed to the Auditor of Court who will fix what he considers to be a reasonable fee in all the circumstances including those factors outlined in these terms of business. It is possible that the Auditor can fix the fee higher or lower than the fee charged. If it lower than the amount of our original fee then we will only charge you that reduced amount. Depending on the level of reduction the Auditor may still require you to meet his costs or alternatively he may require us to meet his costs. If however he assesses a higher fee or confirms the fee as charged then you will be responsible for that fee as well as the Auditor of Court. Should our fee be assessed by the Auditor of Court or should you request that our account is taxed the matter will be referred to the Auditor in one of those Courts. As the Auditor often requests that the fee for taxation is paid in advance, if you request that our account is taxed then we may ask you to place us in funds to cover the Auditor of Courts costs prior to instructing the Auditor.

5. **Professional Liability**

- 5.1 Rollos carries professional indemnity insurance. The level of the cover is reviewed annually.
- 5.2 The aggregate liability of Rollos (which for the avoidance of doubt shall include for the purposes of this clause, its members, partners, employees and other agents) for losses, damages, costs, claims and/or expenses (whether arising under contract, tort, delict, statute or otherwise) in relation to the work referred to in the Engagement letter/email sent to you or in respect of any other piece of work (or series of connected pieces of work) shall not exceed £2,000,000. Rollos shall not have liability for losses, damages, costs, claims and/or expenses which arise as a consequence (whether direct or otherwise) of:-
- 5.2.1 information provided by you and/or on your behalf being incomplete, inaccurate, illegible, out of sequence, misleading, missing, late or deficient in any respect whatsoever; and/or
 - 5.2.2 any other failure attributable to you and/or a third party; and you shall indemnify Rollos, on demand, in respect of the same. Rollos shall have no liability to you in respect of any indirect or consequential loss or damage (whether in the form of loss of profit or otherwise) howsoever arising. Rollos shall have no liability to a third party for losses, damages, costs, claims and/or expenses which arise in connection with (whether directly or indirectly) services provided to you and you shall indemnify Rollos, on demand, in respect of the same. Nothing in the preceding terms shall exclude or restrict any rights you may have in respect of fraud or fraudulent misrepresentation or operate to exclude or restrict liability in respect of breach of contract and/or negligence which results in death or personal injury. Nothing contained in the preceding terms will exclude or restrict a liability of Rollos to the extent that the same cannot be excluded or restricted by law or the professional rules of the Law Society of Scotland.
- 5.3 By your acceptance of these terms, you:-
- 5.3.1 agree not to make a claim against any of the members, partners, employees and other agents of Rollos in respect of the services referred to in the Engagement letter/email or in relation to any other piece of work (or series of connected pieces of work) done for you;
 - 5.3.2 acknowledge and agree that any advice given to you by a member, employee or other agent of Rollos is given on behalf of Rollos and not in his/her capacity as an individual; and
 - 5.3.3 acknowledge and agree that no special duty is owed to you by a member, employee or other agent of Rollos.

6. Incidental Financial Business

We are authorised by the Law Society of Scotland to carry out incidental financial business. These activities are limited in scope and we will not provide or comment on any investment advice. Where we receive commission from brokers in respect of business handled on your behalf, we will retain such commission and set it against the fee we would otherwise have charged for the work carried out.

7. Administration and Regulation

7.1 Conflict of Interest

In terms of the Solicitors (Scotland) Practice Rules 1986 Solicitors are not allowed to act where either their interest conflicts with those of their Clients, or where they are acting for two or more Clients whose interests conflict. In the event of any such conflict arising, whether actual or potential, we shall advise you as to how this should be best dealt with. This may include us withdrawing as your Agent in order to best protect your interests. As a matter of good practice all transactions are monitored on an ongoing basis to highlight at the earliest opportunity and help avoid any conflict of interest arising.

7.2 Commissions

As Solicitors we are entitled to retain exclusively commission of up to 0.25% on clients' deposits paid to us as introducers without further disclosure. We may receive commission from third parties for the introduction of business to them.

7.3 Holding Funds for You

We will hold money for you in accordance with the rules of the Law Society of Scotland. If we hold funds on your behalf which are likely to earn in excess of £100 in interest while held by us then we are obliged to invest the funds such that they earn interest on a short term basis. These funds will normally be deposited with The Royal Bank of Scotland plc through its Client Money Service Accounts ("CMS"). The total funds invested for our clients under the CMS are pooled enabling RBS to offer a competitive rate of interest. As this rate is only available through the introduction of all clients monies deposited, the Bank pays us, as intermediary, a % of the invested funds. The Law Society of Scotland has approved the CMS Scheme as an appropriate method by which Solicitors can handle client deposits. We are happy to provide you with more information should you so wish.

7.4 Retention of Files, Papers etc.

We are entitled by law to retain all your files, papers and documents, etc. until all fees and costs properly due to Rollos have been paid in full.

7.5 Physical & Electronic Storage of Files

After we have completed your business we may close and store our correspondence file for your business for up to a maximum of ten years,

or otherwise as prescribed by the Law Society of Scotland for certain types of business, after which it will be destroyed.

We may also scan and electronically store correspondence, documents and papers for our clients. Where the contents of files are scanned and electronically stored, we reserve the right to destroy the hard copy prior to the end of The Law Society's recommended retention period. Electronic records may be retained beyond The Law Society's recommended retention period. As in certain circumstances electronic copies of documents may have lesser evidential weight than the originals you must advise us in writing if you do not wish your file to be electronically stored.

7.6 Mandates

Subject to Condition 7.4 we will deliver your papers to another Agent upon receipt of a valid Mandate and that within the time scales laid down by The Law Society of Scotland. We are entitled to render a fee for delivery of documents in these circumstances. Electronic records will be transmitted in the appropriate format. If electronic records are not acceptable to a new agent you will have to pay the costs incurred in producing hard copies.

7.7 Tax Returns

Unless otherwise specifically agreed with the instructed solicitor it will be the client's responsibility to submit to HMRC or Revenue Scotland any necessary information and/or tax returns arising from the subject matter of our instruction (including without prejudice to the foregoing generality any future Land and Building Transaction Tax return which requires to be submitted by commercial tenants every 3 years throughout the currency of their Lease).

8. Data Protection Privacy Notice

8.1 What we need:

Rollos Law LLP will be the "controller" of the personal information that you provide us when you instruct us to act on your behalf. When you become a client of Rollos Law LLP, we will collect, store and use personal information that you provide to us in your instructions and during the course of our solicitor/client relationship. We may ask you for additional personal information during the course of our client/solicitor relationship, which shall be collected, stored and used in accordance with this privacy notice.

8.2 Contractual purposes:

We need to collect our clients' personal information so that we can act for you in a legal capacity. We will use our clients' personal information to:

- Provide you with legal advice by various means of communication, including by telephone, letter or email, as well as in person;
- To represent you as your solicitor in respect of the matter detailed in the attached Letter of Instruction.

If you do not provide us with all of the personal information that we need to collect then this may affect our ability to adequately represent you.

8.3 Legal obligations:

We are under a legal obligation to process certain personal information relating to our clients or the purposes of complying with our obligations under:

- The Law Society of Scotland requirements for solicitors;
- To adhere to Anti Money Laundering regulations, as defined by legislation, ie. The Money Laundering Regulations, Terrorist Financing and Transfer of Funds (Information on Payer) Regulations 2017 (the “MLR”).

8.4 Other uses of your personal information:

We may ask you if we can process your personal information for additional purposes. Where we do so, we will provide you with an additional privacy notice with information on how we will use your information for these additional purposes.

8.5 Who we share your personal information with:

We may be required to share personal information with statutory or regulatory authorities and organisations to comply with statutory obligations. Such organisations include HMRC, Registers of Scotland, Companies House, the Law Society of Scotland, the National Crime Agency and The Legal Aid Board. In the event that we do share personal data with external third parties, we will only share such personal data as is strictly required for the specific purposes and take reasonable steps to ensure that recipients shall only process the disclosed personal data in accordance with those purposes.

8.6 How we protect your personal information:

Your personal information is stored in our paper files, our electronic filing system and our servers based in the UK. It is only accessed by our staff for the purposes set out above.

8.7 How long we keep your personal information:

Distinction between AML Records and General Client Files

For the purposes of data retention, we distinguish between:

- **AML Records:** records obtained or created to comply with our obligations under the MLR, including:
 - client identification and verification documents;
 - client and matter risk assessments;
 - source of funds and source of wealth information;
 - records of ongoing monitoring;
 - suspicious activity reports; and
 - records of any enhanced due diligence measures applied; and
- **General Client Files:** all other files, papers, correspondence, and documents relating to your matter.

8.8 Retention Period for AML Records

In accordance with Regulation 40 of the MLR, **AML Records will be retained for five (5) years** from the date on which we know, or have reasonable grounds to believe, that:

1. an occasional transaction is complete; or
2. our business relationship with you has come to an end.

For the purposes of calculating this period, our business relationship with you shall be deemed to have ended on the later of:

1. the date of completion of the final transaction or instruction for you; or
2. the date on which we have reasonable grounds to believe that no further instructions will be received from you.

AML Records relating to transactions that occurred as part of a business relationship will not be retained for more than ten (10) years from the date of completion of the transaction.

8.9 Retention Period for General Client Files

In accordance with Law Society of Scotland guidelines, **General Client Files will be retained for up to ten (10) years** from the cessation of the business relationship or completion of the transaction, or such other period as the Law Society of Scotland may prescribe for certain types of legal work.

8.10 Mandatory Deletion of Personal Data

Subject to the exceptions listed below, we will delete all personal data contained in both AML Records and General Client Files at the end of the applicable retention period. Deletion will be carried out securely to prevent unauthorised access, reconstruction, or recovery of the deleted information.

8.11 Exceptions to Deletion

We are not required to delete your personal data at the end of the retention period, and may retain it for a longer period, where:

- we are required to retain it by another law, regulation, or rule made by the Law Society of Scotland or other regulatory authority;
- we are required to retain the data for the purposes of any ongoing or contemplated court proceedings or tribunal proceedings;
- we have reasonable grounds for believing that the records containing your personal data need to be retained for the purposes of potential legal proceedings, including professional negligence claims brought against us; or

- you have provided explicit written consent to extended retention as specified below.

Where we rely on any of the exceptions above, we will maintain a written record of the reasons for continued retention and will review annually whether the exception continues to apply.

8.12 Your Consent to Extended Retention of AML Records

By accepting these Terms and Conditions, you consent to the retention of AML Records for up to ten (10) years where such extended retention is necessary for:

- compliance with Law Society of Scotland file retention guidelines;
- protection against professional negligence claims during the applicable limitation period; or
- compliance with other legal or regulatory requirements.

This consent applies to the following personal data contained in AML Records:

- your name, address, date of birth, and other identification information;
- copies of identification documents (such as passport, driving licence, or utility bills);
- information about your financial circumstances, including source of funds and source of wealth;
- information about the ownership and control structure of any company or other legal entity for which we act;
- risk assessments relating to you, your matter, or any transaction we undertake on your behalf; and
- any other personal data obtained or created for the purposes of complying with the MLR.

You may withdraw this consent at any time by writing to us at the address specified in these terms. If you withdraw consent, we will delete your personal data in accordance with the procedure set out below, unless we are required or entitled to retain it under any of the exceptions listed above.

8.13 Deletion Requests and Withdrawal of Consent

If you wish us to delete your personal information, you may request that we do so by writing to us at Rollos Law LLP, 67 Crossgate, Cupar, Fife, KY15 5AS.

Upon receipt of your request, we will:

- review whether any exception to deletion under these terms applies;
- if no exception applies, delete your personal data within thirty (30) days of receiving your request;
- if an exception does apply, provide you with a written explanation of:

- which exception applies;
- the reasons for continued retention;
- the anticipated duration of continued retention; and
- your right to complain to the Information Commissioner's Office if you are dissatisfied with our response; and
- maintain a record of your request and our response.

Please note that deletion of your personal information may conflict with obligations imposed on us by other bodies, for example the Law Society of Scotland, the MLR, or court orders. We will always consider such obligations before complying with a deletion request.

8.14 Right to Request Earlier Deletion for Certain Matters

The Law Society of Scotland Guidelines provide that, for certain categories of legal work, personal data may be deleted after a shorter timescale than the ten (10) years specified above. If your instruction matter falls within such a category, and no exception to deletion applies, we will delete your personal data on receipt of a written request from you to do so.

8.15 Your rights

Your rights in relation to your personal information are:

- A right to access personal data we hold about you by making a “subject access request”;
- A right to request correct or complete any aspect of your personal data that is incorrect or inaccurate;
- A right to restrict the processing of your personal data for specific purposes;
- A right to request deletion of your personal information, subject to the exceptions and procedures set out above and the obligations imposed on us by other bodies, for example The Law Society of Scotland; and
- A right to withdraw your consent to extended retention of AML Records at any time.

You can exercise any of the foregoing rights by writing to us at Rollos Law LLP, 67 Crossgate, Cupar, Fife, KY15 5AS. Any requests received by Rollos Law LLP will be considered under applicable data protection legislation. If you remain dissatisfied, you have a right to raise a complaint with the Information Commissioners Office at www.ico.org.uk

9. Complaints Procedure

- 9.1 Our aim is to provide an efficient and thoroughly professional service. If you are unhappy about any aspect of our handling of your business, please discuss your concerns in the first instance with the solicitor acting for you. If that might cause you any difficulty, or embarrassment, you should contact Tony Anderson our Client Relations Partner, at our Cupar office

9.2 or, in his absence, any other partner whose name appears on our headed notepaper.

In the event that we are unable to mediate or resolve your complaint and you are still unsatisfied you may contact the Scottish Legal Complaints Commission (SLCC), Capital Building, 12-13 St Andrew Square, Edinburgh, EH2 2AF. Tel: 0131 201 2130.

Email: enquiries@scottishlegalcomplaints.org.uk.

Website: www.scottishlegalcomplaints.org.uk/making-a-complaint/online-complaint-form.aspx

9.3 Please note the SLCC operates strict time limits for accepting complaints. They require complaints to be lodged within the time limits specified on their website which can be accessed using the link below. The SLCC will, however, disregard any time during which it considers the complainer was excusably unaware of having a complaint.

<https://www.scottishlegalcomplaints.org.uk/your-complaint/further-information/time-limits>

9.4 We recognise that Alternative Dispute Resolution Regulations have implemented ADR/EDR 2013/11/EU to promote alternative dispute resolution as a means of redress for consumers in relation to unsatisfactory services. We have however chosen not to adopt an ADR process. If you have any concerns about the services you receive from this firm you should contact the firm's Client Relations Manager.

10. Termination

10.1 Either you or Rollos may bring this business relationship to an end by giving the other party such written notice as may be reasonable having regard to the nature of business in hand.

10.2 If your instruction is withdrawn you will still be liable for all properly incurred fees and outlays due up until the point of termination.

11. **Governing Law**

The Law of Scotland governs these Terms and Conditions of Business. They shall be binding and remain in full force and effect from the date hereof, whether acknowledged or not. You hereby agree to prorogate the jurisdiction for any dispute or claim arising out of these terms and conditions and/or services we provide exclusively to the Courts in the Sheriffdom of Tayside, Central and Fife in in the event such dispute or claim requires adjudication

I/We,

_____ Signed: _____

Residing at

Print Name: _____

Date: _____

hereby accept the terms of the above Terms and Conditions of Business and Privacy Notice.

I/We,

_____ Signed: _____

Residing at

Print Name: _____

Date: _____

hereby accept the terms of the above Terms and Conditions of Business and Privacy Notice

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