

## 1 Terms of Business

At McClure Solicitors we value our reputation for professional standards. We are committed to providing you with the highest quality of service and handling your instructions to us with professional skill, care and attention. We believe it is important to establish a clear understanding of the basis upon which we provide our services. These terms of business set out the terms and conditions which apply when you instruct McClure Solicitors to act on your behalf. If work has already commenced on your matter then, unless you notify us immediately in writing to the contrary you agree that these terms of business apply retrospectively from the start of the work on the matter. These terms of business are subject to any letter of engagement issued with them. They will be deemed to apply for this and all subsequent transactions, unless otherwise notified in writing. If we have failed to communicate any point clearly, please contact us and we shall be happy to provide an explanation.

## 2 Quality of Service

In all our dealings with our clients, we aim to provide a high quality service, to find out what our clients want, and achieve it. We try to work quickly and efficiently, and we hope you find us friendly and approachable. A nominated person oversees the business of each client. At the outset of our carrying out work on your behalf, you will be informed as to who will have responsibility for dealing with your work and who will be your main point of contact.

You may generally expect any calls you make to us to be dealt with or responded to within 24 hours and all correspondence to be dealt with, within 72 hours.

## 3 Client source of Funds Verification and Money Laundering

The Law Society of Scotland, the Solicitors Regulation Authority and the Money Laundering Regulations require us to ask for proof of identity and for other information such as the source of any funds

passing through our hands in connection with Anti-Money Laundering procedures including individuals and corporate bodies. We may also verify your identity using an online agency. There may be a small administration charge for this. We are obliged to comply with all Regulations in force from time to time including anti-terrorism matters relating to the Proceeds of Crime Act 2002. Under certain circumstances we may be obliged to disclose information regarding clients' transactions to the relevant authorities where such information suggests or tends to suggest that a client has been involved in actual or attempted money laundering or actual or intended terrorist activities. We recognise and fully uphold the principles of the Bribery Act 2010 and we adopt a zero tolerance policy in respect of any corrupt activity contemplated by the Bribery Act 2010. **We will never tell you of changes to our bank details nor will we accept changes to your bank details by email. If in doubt ring and ask to speak to your case handler about any messages which look suspicious.**

### Money Laundering Regulations

We are now legally obliged to ask all clients to provide us with proof of their identity before we can act on their instructions. It would therefore be appreciated if you would provide us as soon as possible with the following items. We will copy and give them right back to you.

**Please note that we are unable to accept copies, we must see the principal documents from you in person.**

(a) Driving licence or passport.

If you do not have any of the above, we will require the following:-

(b) A recent utility bill (dated no later than 3 months from the date of this letter) e.g. gas, telephone, electricity, with your name and current address on it; and

- (c) A government issued document without a photograph, such as your paper driving licence or state/local or benefit document.

If you are providing us with monies, please note we require the following:-

- (d) A letter from you advising us of the source of any funds which you will be using to settle your transaction (e.g. savings, encashment of life policy, sale of property, loan from relatives etc)

In addition to the above, when you provide us with any funds we will require to receive from you at the same time, either the passbook for the account from which the funds have been drawn showing the withdrawal, or a statement for that account, showing the withdrawal and evidence showing the funds have been held in the account for a period of three months.

Furthermore, if any of the money is coming from a third party, such as, for example, a parent, relative, friend or business associate we will require to receive the same documentation from each of them.

If the funds are coming from another firm of solicitors or professional 3<sup>rd</sup> party we will require a letter from them on their headed paper confirming the source of the funds e.g. inheritance, how much they are and the name and number of the bank account to which they have been transferred, whether yours or ours.

**We regret that we cannot accept cash or credit card payments. We are able to accept payment of fees and outlays by Visa Debit or Bank Transfer.**

#### **4 Instructions**

Instructions may be given to us in writing or verbally. We may ask you to confirm in writing the terms of verbal instructions given to us, which, when required, should be done by return of post. If there is any change in your instructions you must notify us immediately. If you wish anyone other than yourself to give us instructions or information, you must confirm this in writing. You must let us have full details of each matter so that we can advise on the issues raised and how they may be dealt with. We

rely on the information given to us by you to understand your position and to carry out our work. It is very important that we are given as much information as possible and are told about anything that may be relevant to the work we are instructed to carry out for you. Unless we agree otherwise in writing, we shall assume that where we act for more than one person but only one of them tells us what to do, that person has the authority of the other(s) to do so. Where we do act for more than one person, each person for whom we do work is joint and severally responsible for the instructions given to us and for payment of our fees and outlays in connection with that matter.

#### **5 Communication by external E-mail**

We may communicate with you electronically unless you expressly request otherwise. We may also receive electronic communications from you. The electronic transmission of information by e-mail or otherwise has inherent risks and you understand that such communications may become lost, delayed, intercepted, corrupted or be otherwise altered, rendered incomplete or fail to be delivered. We shall use our reasonable endeavours to ensure that electronic communications are free from viruses and any other material which may cause harm to any other computer system. You undertake to do likewise with any electronic communication sent by you. You accept that because electronic transmission of information cannot be guaranteed to be secure or error-free and that its confidentiality may be vulnerable, we shall have no responsibility or liability in respect of such matters other than arising from our bad faith or wilful default. You also accept to receive emails promoting other services we believe will be of interest to you unless you advise us not to do so.

#### **6 Timescale**

The nature of legal work often makes it difficult to estimate how long a matter will take to complete. We will advise you at regular intervals regarding the progress of your work and keep you informed of all significant developments. If you are uncertain about what is happening at any time, please contact the

person responsible for your work. While we will endeavour to complete the matter as quickly and efficiently as possible, please remember that the speed at which work can be completed is affected by the co-operation we receive from third parties.

## **7 Conflict of Interest and Confidentiality**

We cannot act for two or more parties if they have conflicting interests. Please advise us at the outset if you are aware of potential conflicts, which may arise. We may need to decline your instructions if there is such a conflict. If you, or we, become aware of a possible conflict in the course of our acting for you we may require to cease to act on your behalf. You will remain responsible for our fees for the period to the date on which we cease to act.

We treat all client information and documents as confidential and privileged unless you waive such confidentiality or we are required to divulge it by law. In the course of our acting on your behalf it will be necessary for us to hold information, which you may give us or which we may obtain on your behalf from third parties. In instructing us you agree that we may use such information in the ordinary course of acting for you.

Where two parties are established clients of the Firm, we may act for both parties by appointing two different solicitors within the Firm acting for each client. You will be advised of this fact and if a dispute arises we may have to withdraw from acting for one party.

## **8 Copyright and Third Parties**

All copyright in documents we produce is reserved to us including photography and videography. Any fee you pay us for photography or the production of sales schedules is for the right to use our work in connection with the marketing of your property with McClure Solicitors and Estate Agency and you do not own the rights to this work. Advice given and documents prepared are for your use only and may not be copied or used by any third party without our express written consent.

## **9 Professional Fees, Expenses and Disbursements**

1. Our fees are based on a number of factors including: the complexity of the work or matter; the importance and value of the subject matter; the time spent on your work; the volume and importance of documents to be prepared or reviewed; the degree of urgency (including any significant overtime requirements); the seniority of the personnel involved. Time spent by our personnel may include advising, meeting you and others, considering documentation, entering into correspondence, research, engaging other advisors, telephone calls, travelling and waiting time. Where a basic hourly charge rate has been indicated it is that which is then current. As and when our hourly charge rates are reviewed the amended rate will be applied. Photocopies, couriers etc., and disbursements to third parties will be charged in addition.
2. We are generally prepared to provide estimates of our charges, or where appropriate, a fixed fee quotation. Any estimate that may be given will be a probable fee based on our experience of the work you have asked us to do. It should be treated as a guide only and may not be regarded as an agreement to provide a service for a fixed fee or within a fixed timer period, unless otherwise agreed. If the work turns out to be more complicated or takes longer than we anticipated we may require to review our estimate or quotation to take account of this. We shall inform you as soon as possible about this. Estimates or fixed fee quotations will always be subject to review if the nature and/or amount of the work involved changes as the instruction proceeds. Where possible we will provide you with a written updated estimate of costs as soon as it appears to us that an estimate or fixed fee quotation needs revision. Unforeseen complications or developments may have cost implications and you should notify us of these as soon as you are aware of them.
3. In certain types of work there is frequently considerable uncertainty as to the likely fee as this will be entirely dependent on what happens

in the course of the conduct of the matter. Consideration also needs to be given as to whether it makes economic sense from a cost point of view to pursue a particular matter.

4. If we receive your instructions to formally accept an offer for your property and you subsequently receive a higher offer, which you accept, we may need to withdraw from acting for you and our full legal fees will become due immediately irrespective of the work completed on your case file.
5. In Probate/Executory cases an independent Law Accountant/Auditor is used to provide a completely independent assessment of a fair fee for any work carried out for a client or estate. All of our Probate/Executory cases are sent to the Auditor (unless previously agreed otherwise) to ensure that a file has been correctly charged. The estate will be responsible for payment of the Auditor's fee.
6. Our Will service is free to you. However a small number of certain charities may pay us for the preparation of your Will documents.

## **10 Billing Frequency**

Our bills may be issued on an interim basis as work in progress accumulates or, on completion of, or at a natural break in the course of the relevant matter unless a separate agreement is reached with you in writing. As appropriate we may ask clients to make a payment to account of fees and outlays at the outset and during the conduct of the work.

## **11 Terms of Payment and outstanding monies**

Accounts issued by us whether for final or interim fees or for outlays are due for payment on presentation. We reserve the right to charge interest at 1% per month (APR 12.68%) compound at monthly stops on any debit balance. We will not normally be prepared to continue acting on your behalf should fees remain outstanding over 30 days. If we cease to act for any reason, the full amount of work carried out and outlays incurred up to that date

and presently unbilled will then be billed to you. We reserve the right to deduct fees from sums held by us on your behalf before we remit monies to you and to exercise a lien on all papers including title deeds held by us in respect of our unpaid fees and outlays. Even where arrangements exist whereby you have an entitlement to recover fees from third parties, you are primarily responsible for payment of our fees including credit card issuer charges in accordance with these Terms of Business. Where we instruct third parties or incur court costs in recovering outstanding monies we will be entitled to pass all these costs onto you.

## **12 Outstanding Monies**

You are entitled to change solicitors at any time but you are responsible for the fees and any other outstanding payments due to us until the time of change. We are entitled to hold any title deeds, files or other papers until payment.

## **13 CHAPS and Faster Payment Fees**

In the event that we require to transfer funds from our client bank account to you by Faster Payment or CHAPS. There will be a charge of £10.00 for Faster Payments and/or £21.00 for CHAPS payments for each payment instructed. This will be deducted from the amount that is due to be transferred to you.

## **14 Professional Insurance**

- 1 In relation to any instruction you give us and services we perform on your behalf, the aggregate liability of McClure Solicitors and its Directors, employees and agents for negligence or breach of contract on its or their part shall not exceed the lower of (1) the amount, if any, specified in any Letter of Engagement between us and you and (2) £3,000,000. We shall not be liable for any indirect or consequential loss or damage (including but not limited to any loss of profits, goodwill or anticipated savings or other benefit(s)).

- 2 We shall not be responsible for the consequences of, and shall not be liable for, any loss caused to you or any third party arising from any misleading, incomplete or erroneous instructions or information given by you or where information or instructions are not given timeously. In respect of a claim by such a third party in such circumstances you will wholly indemnify us in respect of that claim.
- 3 In the event that you suffer or incur any loss, cost, damage or expense resulting from or arising from any matter carried out for you then you accept that your claim will lie solely with McClure Solicitors and you agree not to bring any claim personally against any individual Director, employee or agent of McClure Solicitors ("McClure Individuals") and the benefit of the limitations and exclusions of liability set out or referred to in these terms of business shall be held by McClure Solicitors as agent and trustee for each of the McClure Individuals.

#### **14 Regulation**

As a firm of solicitors in England & Wales and Scotland we are regulated by the Solicitors Regulation Authority and the Law Society of Scotland. We hold professional indemnity insurance in line with the rules of the professional bodies that regulate us, the details of which can be obtained from our main office at 5<sup>th</sup> Floor, Pacific House, 70 Wellington Street, Glasgow, G2 6UA upon request.

Any client funds that are to be held by us in our client account will be held at an account with one of the main UK banks in accordance with our Client Funds policy. Should you request that we hold money on your behalf which is to be forwarded on for further investment, we are required to confirm a few points. In line with Solicitors Regulation Authority guidelines, no interest will be paid to you whilst we hold this money prior to investment, unless the interest payable exceeds £50. Further, should you forward us this money in the form of a cheque, no interest will be paid to you whilst we are waiting for this cheque to clear, unless, again, the interest payable exceeds £50.

#### **15 Taxation**

We will assume, unless you notify us to the contrary, that you have taken appropriate advice as to the taxation implications of any matter. If taxation may be a relevant issue then you should seek separate tax advice. For the avoidance of doubt we will not provide or be responsible for any tax advice or the lack of tax advice unless we expressly state so.

#### **16 Key Dates**

Unless we have agreed with you otherwise, we are not responsible to log, diarise and remind you of the key and/or important dates which may require action by you. These are your own responsibility and you should have adequate systems in place to ensure they are not missed and/or overlooked. This also applies to key dates which are dependent upon external factors and/or events of which we may not be aware. However, this does not apply to any key dates which are directly covered by your instructions to us and which fall within the scope of our work to be performed for you.

#### **17 Subcontractors**

We may subcontract part of our services to approved business partners to handle any aspects of work in connection with your account.

#### **18 Records**

At the end of the transaction or litigation we will keep our files and papers (except for any of your papers which you ask to be returned to you) for no more than 10 years. We keep the file and papers on the understanding that we have the authority to destroy them 10 years after the date of the final bill we send for the matter. We shall not destroy documents you ask us to deposit in safe custody. We shall, however, pass on the relevant costs to you. We do not normally make a charge for retrieving stored papers or deeds in response to new or continuing

instructions to act for you. However, we reserve the right to make a charge based on our then current hourly rates for the time we spend reading papers, writing correspondence and/or carrying out other work necessary to comply with your instructions. We will respond to any requests for your records within a maximum of 90 days.

## **19 Whole Agreement, Variation of Terms and Acceptance of Terms**

These terms and conditions, together with the letter accompanying them and any enclosed schedule of costs, will form the whole agreement between us to carry out the work referred to in that letter. We are entitled to vary these terms of business at any time by giving you fourteen days prior written notice. Your continuing instructions to us will confirm your acceptance of these terms of business.

## **20 Complaints**

If you have any complaints about any aspect of our service you should initially bring up the complaint with the individual involved. If you do not reach a satisfactory conclusion then you may take the matter up with our Client Relations Director. You have the right to appeal any decision made by our firm to another Director. Any complaints should be brought to our attention immediately when they arise to allow us the opportunity to deal with legitimate complaints at the earliest practicable opportunity. We reserve the right to answer any complaint within 21 days and any complaint of a complicated nature we reserve the right to have up to 60 days to investigate and respond. Ultimately if we have not resolved your complaint you have the right to complain to the Scottish Legal Complaints Commission and/or the Law Society of England.

## **21 Checking Paperwork**

It is your responsibility to read through all paperwork in order that you fully understand all fees and outlays relating to any contractual agreements that you enter into with our firm. Anything you don't understand or disagree with should be brought to our attention by e-mail or in writing before we commence any work

on your behalf. You will also be sent a copy of all signed paper work by e-mail and you have the opportunity again to raise anything you don't fully understand by e-mail or in writing before we fully commence any work on your behalf.

## **22 Failure to Respond to Communications**

If we contact you and you fail to respond to us within a reasonable timescale, we have the right to close your file and seek payment for any outstanding work.

## **23 Estate Agency Instructions**

Should you accept an offer for a property we are selling on your behalf and you decide to terminate our services and use another legal firm for the conveyancing work then our estate agency commission and any other outstanding fees become due immediately. We reserve the right to retain any paperwork in connection with the sale until our fees are settled in full. Once you have terminated our relationship we can no longer communicate with the buyer we introduced and take no responsibility should your new legal firm fail to conclude missives for the sale and as such you will not be entitled to any refund of our fees including our estate agency commission.

Should you instruct McClure Solicitors to handle your conveyancing by signing our estate agency form to that effect and subsequently decide to use another legal firm, our legal fee together with all other outstanding fees become due immediately on termination of our services.

## **24 Conveyancing (Scotland)**

### **Missives**

In property transactions, the contract is referred to as "the missives".

You will not require to sign the missives. We will sign them on your behalf as your agent, after taking

your verbal instructions to do so. In Scots law this is exactly the same as you signing them yourselves.

By instructing us verbally to accept an offer to purchase, you are authorising us to sign it for you and to commit you legally to its terms

This applies also to all other letters forming part of the missives which we submit on your verbal instructions. You will not require to sign the missives but you will be legally bound by them.

The missives do not become legally binding until every condition in the contract has been agreed in writing between the seller and the buyer and missives are concluded. There is often a delay in missives being concluded. Buyers are often not able to commit to a purchase until their solicitors are in possession of a written mortgage offer from their lenders (if there is a loan involved), or until binding missives are concluded for their own sale. These matters are outwith our control.

At any time until the missives become legally binding the other party to your transaction is free to change their mind about buying or selling, without having to meet any of your costs.

It is relatively unusual for a buyer or seller not to proceed once an Offer has been submitted and conditionally accepted, but it does happen and you must be aware of the possibility.

If you, as seller, are also buying another property you will be legally obliged to settle your sale and hand the keys for your own house over to the buyers on the agreed date of entry even if you have not found another property or if your purchase does not settle as expected.

If you do not settle your sale on the agreed date, you will be liable to pay compensation to the purchasers, including all costs incurred by them as a result of your breach of contract. This could amount to a substantial sum, particularly if the buyers are unable to settle their own sale as a result.

It is not guaranteed that a sale will settle on the due date even where there are concluded and legally binding missives. If that happens, the purchasers will be in breach of contract and you will be entitled to sue them for compensation, but there is nothing you can do to force them to make payment of the price on the date of entry to give you the funds to settle your own purchase.

### **Conveyancing and Signing of Deeds**

This is a separate matter from the missives. The Conveyancing is the legal work involved in checking the titles and satisfying the purchasers' Solicitor in relation to the title, drawing up the various deeds required and doing whatever is necessary to settle the sale or purchase.

We will be in touch with you in the course of the transaction, but please do not be concerned if you do not hear from us all the time. We will report to you when appropriate. There is a lot of work, sometimes quite involved and complicated, which requires to be carried out "behind the scenes" in a conveyancing transaction and there can also be periods when we are simply waiting for other people, such as the other parties solicitor, to do things. However if you have any queries or concerns please do not hesitate to get in touch.

We will also contact you when any deeds which require to be signed are ready.

Please also note that it will not be possible to settle the transaction if the necessary deeds have not been signed before the settlement date. If therefore for any reason you think that there may be a problem about this it is essential that you let us know as soon as you become aware of this so that alternative arrangements can be made. If that is not possible then we regret that you may be in breach of contract.

### **Charges**

Our fees and outlays will be as set out in the quotation enclosed with this letter. This covers all work involved in a standard sale transaction.

The fee quoted does not cover the cost of any additional or exceptional work (e.g. work involved in obtaining Local Authority paperwork in connection with alterations to the property). Our normal charging rate of £175.00 per hour plus vat will apply.

Please note too that any problem which arises after settlement, such as, for example, a claim in relation to defective central heating will be dealt with by us as a separate matter. Our normal charging rate of £175.00 per hour plus VAT will apply.

A full accounting for the money received and paid out on your behalf will be provided 5 working days after the date of settlement and at that time you (or your Trust or Executory ledgers if appropriate) will receive any monies due from the sale. This is because in terms of the relevant regulations it takes 4 working days for incoming funds to clear through the banking system. This applies to settlement by cheque. Any settlements by direct bank transfer will be settled earlier. If there is a mortgage to be repaid this will be done as soon as possible after settlement. At no additional charge we are happy to act as executor.

#### **What we require from you**

In the course of this transaction, you will require to provide us with certain information and assistance. In certain cases the lack of certain information or documentation can delay settlement or even lead to a sale falling through. In particular it is essential that you immediately:

- Advise us of all loans which might be secured on the property, not just the main mortgage. For the avoidance of doubt we will always need your mortgage account number. For example loans relating to matters which as payment for double glazing, conservatories or new kitchens which are secured on the property. If in any doubt you must make us aware of such loans. You cannot complete your sale unless there is enough money available at settlement to pay off all loans secured over the property.

- Advise us of any alteration, extension, or other work to the property – whether carried out by you or a previous owner. – which might have required planning permission, building warrant, superior's consent, listed building consent or other formal consent, and provide us with all relevant documentation relative thereto.
- Advise us of any proposed refurbishment scheme or major common repairs or any pending Local Authority notices or orders of which you are aware
- Advise us of any disputes with or complaints by your neighbours relating to your property
- Advise us of any matter known to you which might prevent or hinder completion of the transaction, such as a court decree or inhibition or sequestration or an outstanding debt – even one which you are paying up by arrangements
- Advise us of any other matter at all within your knowledge which you think might be relevant.

We appreciate that it is not always easy to know whether a particular matter is important. If therefore you are in any doubt please do not hesitate to ask.

Please note that we will assume, unless we hear from you to the contrary, that there are no such matters to be brought to our attention. Should this prove not to be the case, and we require to carry out additional work as a result, we reserve the right to charge an additional fee to cover our additional work. In that case our usual hourly charging rate of £175.00 plus VAT will apply.

#### **25 Conveyancing (England)**

We will deal with the contract on your behalf.

You will not require to sign the contract. We will sign it on your behalf as your agent, after taking your verbal instructions to do so.

By instructing us verbally to accept an offer to purchase, you are authorising us to commit you legally to its terms

It is relatively unusual for a buyer or seller not to proceed once an Offer has been submitted and conditionally accepted, but it does happen and you must be aware of the possibility.

If you, as seller, are also buying another property you will be legally obliged to settle your sale and hand the keys for your own house over to the buyers on the agreed date of entry even if you have not found another property or if your purchase does not settle as expected.

If you do not settle your sale on the agreed date, you will be liable to pay compensation to the purchasers, including all costs incurred by them as a result of your breach of contract. This could amount to a substantial sum, particularly if the buyers are unable to settle their own sale as a result.

### **Charges**

Our fees and outlays will be as set out in the quotation enclosed with this letter. This covers all work involved in a standard sale transaction.

The fee quoted does not cover the cost of any additional or exceptional work (e.g. work involved in obtaining Local Authority paperwork in connection with alterations to the property). Our normal charging rate of £175.00 per hour plus vat will apply.

Please note too that any problem which arises after settlement, such as, for example, a claim in relation to defective central heating will be dealt with by us as a separate matter. Our normal charging rate of £175.00 per hour plus VAT will apply.

A full accounting for the money received and paid out on your behalf will be provided 5 days after the date of settlement and at that time you (or your Trust

or Executors ledgers if appropriate) will receive any monies due from the sale. This is because in terms of the relevant regulations it takes 4 working days for incoming funds to clear through the banking system. This applies to settlement by cheque. Any settlements by direct bank transfer will be settled earlier. If there is a mortgage to be repaid this will be done as soon as possible after settlement.

Should this matter not be carried through to completion, then a charge will be made in respect of the work that has already been completed. VAT will be payable on that amount and you would also be billed for any disbursements incurred. Depending upon the amount of work done, this may be a small proportion of the charge as set out above, or may be almost the full amount.

At no additional charge we are happy to act as executor.

### **What we require from you**

In the course of this transaction, you will require to provide us with certain information and assistance. In certain cases the lack of certain information or documentation can delay settlement or even lead to a sale falling through. In particular it is essential that you immediately:

- Advise us of all loans which might be secured on the property, not just the main mortgage. For the avoidance of doubt we will always need your mortgage account number. For example loans relating to matters which as payment for double glazing, conservatories or new kitchens which are secured on the property. If in any doubt you must make us aware of such loans. You cannot complete your sale unless there is enough money available at settlement to pay off all loans secured over the property.
- Advise us of any alteration extension, or other work to the property – whether carried out by you or a previous owner. – which might have required planning permission,

building warrant, superior's consent, listed building consent or other formal consent, and provide us with all relevant documentation relative thereto.

- Advise us of any proposed refurbishment scheme or major common repairs or any pending Local Authority notices or orders of which you are aware
- Advise us of any disputes with or complaints by your neighbours relating to your property
- Advise us of any matter known to you which might prevent or hinder completion of the transaction, such as a court decree or inhibition or sequestration or an outstanding debt – even one which you are paying up by arrangements
- Advise us of any other matter at all within your knowledge which you think might be relevant.

We appreciate that it is not always easy to know whether a particular matter is important. If therefore you are in any doubt please do not hesitate to ask.

Please note that we will assume, unless we hear from you to the contrary, that there are no such matters to be brought to our attention. Should this prove not to be the case, and we require to carry out additional work as a result, we reserve the right to charge an additional fee to cover our additional work. In that case our usual hourly charging rate of £175.00 plus VAT will apply.

### **Completion**

On the day of completion, we will usually receive the funds from the buyer's solicitors via a same day payment. If the property is not held in trust or part of a probate sale, then please contact us so we can discuss how you wish to receive the sale proceeds.

If the property is held in trust or part of a probate sale, a member of our trust or our probate team will

usually contact you following completion to discuss the sale proceeds and any distribution of them, if applicable.

## **26 Rights to Cancel**

In terms of the Consumer contracts (Information, Cancellation and Additional charges) Regulations 2013, you have the right to cancel this contract within 14 days of signing our contract without giving any reason. The cancellation period will expire after 14 days from the date you sign our contract. To exercise your right to cancel, you must inform us of your decision to cancel the contract by a clear statement (e.g. a letter sent by registered post and or email).

If you cancel our contract within the notice period, we will reimburse to you all payment received from you. We may make a deduction from the reimbursement for loss in value of any goods or services supplied within the 14 day cancellation period if we have commenced these services or if we have incurred disbursement expenditure. You shall pay us any amount which is proportionate to what has been performed until you have communicated to us your cancellation of this contract.

We will make the reimbursement without undue delay and not later than -

- (a) 14 days after the day we receive back from you any goods supplied, or
- (b) (if earlier) 14 days after the day you provide evidence that you have returned the goods, or
- (c) If there were no goods supplied, 14 days after the day on which we are informed about your decision to cancel this contract.

You may use the cancellation form below but it is not obligatory.

You agree to confirmation of the contract by email unless you specify you want confirmation on paper.

## **28 Applicable Law Applicable and Jurisdiction**

These terms and conditions are governed by the Law of Scotland and are subject to the jurisdiction of the Scottish Courts. The parties hereto irrevocably agree that Glasgow Sheriff Court shall have exclusive jurisdiction to settle any business dispute

or claim that may arise under or in connection with these terms of business or the subject matter or formation hereof (including non-contractual disputes or claims).

**Model Cancellation Form**

To: McClure Solicitors, 5<sup>th</sup> Floor, Pacific House, 70 Wellington Street, Glasgow, G2 6UA  
[enquiries@mcclure-solicitors.co.uk](mailto:enquiries@mcclure-solicitors.co.uk)

I/We \_\_\_\_\_ (your name), hereby give notice I/We cancel

my/our contract signed on \_\_\_\_\_ (date).

Name of Consumer(s):

Address of Consumer(s);

Signature of Consumer(s) (only if this form is notified on paper):

Date:

## **Privacy Notice**

WW&J McClure Ltd (Trading as McClure Solicitors) will be a "controller" of the personal information that you provide to us when you instruct us to act on your behalf.

### **Your Personal Data:**

When you become our client we will collect, store and use the 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.

We also collect, store and use the following personal information relating to you when you become our client from a third party introducer.

We need to collect your' personal information so that we can perform our service agreement with you. We will use your' personal information to:

- provide you with legal advice, including communicating with you by email, letter and/or telephone, etc;
- represent you as your solicitors in connection with the matter upon which you have instructed us;
- respond to and communicate with you regarding your questions, comments, support needs, complaints, concerns or allegations. We will use your personal information to investigate any complaint or take disciplinary action, etc.as we see fit.

If you do not provide us with all of the personal information that we need to collect then this may affect our ability to provide you with legal advice and / or represent you as your solicitors.

We also process your personal information in pursuit of our legitimate interests to:

- Promote our services by sending clients communications; including but not limited to information for upcoming events and legal updates;
- Invite our clients as guests to our events, and

Where we process your personal information in pursuit of our legitimate interests, you have the right to object to us using your personal information for the above purposes. If you wish to object to any of the above processing, please contact us on 0141 227 7844. If we comply with your objection, this may affect our ability to undertake the tasks above for the benefit of you as a client.

### **Why we need your personal information – legal obligations**

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

- The Law Society of Scotland and Solicitors Regulation Authority's requirements for solicitors;
- Anti Money Laundering Requirements; and
- Any other applicable legal requirements.

## **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.

We may also share personal data with other professional advisors for the purposes of taking advice.

McClure Solicitors employs third party suppliers to provide services. These suppliers may process personal data on our behalf as "processors" and are subject to contractual conditions to only process that personal data under our instructions and protect it.

In the event that we do share personal data with external third parties, we will only share such personal data 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.

## **How we protect your personal information**

Your personal information is stored on our electronic filing system and our servers based in the UK. It is accessed by our staff and certain third parties solely for the purposes set out above.

## **How long we keep your personal information**

We keep our clients' personal data on our electronic system indefinitely. We may review and possibly delete your personal information should we deem it appropriate.

We have a data retention policy that sets out the periods for retaining and reviewing all information that we hold. This sets out different retention periods and you can request a copy by contacting us on 0141 227 7844 and asking for Ross Anderson.

## **Your rights**

You can exercise any of the following rights by writing to us at Pacific House - 5th Floor, 70 Wellington Street, Glasgow, G2 6UA.

Your rights in relation to your personal information are:

- you have a right to request access to the personal information that we hold about you by making a "subject access request";
- if you believe that any of your personal information is inaccurate or incomplete, you have a right to request that we correct or complete your personal information;
- you have a right to request that we restrict the processing of your personal information for specific purposes; and
- if you wish us to delete your personal information, you may request that we do so. Any requests received by McClure Solicitors will be considered under applicable data protection legislation. If you remain dissatisfied, you have a right to raise a complaint with the Information Commissioner's Office at [www.ico.org.uk](http://www.ico.org.uk)