

TLT LLP Terms of Business

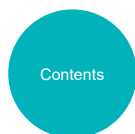
For Scotland



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1	Terms of business	1.1	These terms of business (as updated from time to time) together with, where provided, our engagement letter (including any schedule, attachment or annex) and any Service Level Agreement, form the contract between us that will apply to the work we are instructed to carry out in Scotland.	1.3	These terms of business will apply to all future instructions you give us on this or any other matter.
		1.2	If there is any inconsistency between our terms of business and our engagement letter, the engagement letter will prevail. Unless agreed otherwise, the receipt by you of services from us will be deemed to be on these terms of business.	1.4	These terms of business are subject to change from time to time and are updated on our website.
2	You and TLT LLP	2.1	Where we say you or your in these terms we refer to the client identified in the engagement letter and anyone authorised to give instructions on that client's behalf. Where we say we , us or our , we mean TLT LLP. The contract is between you and TLT LLP and not with an individual partner, employee or agent of TLT LLP.	2.3	We are registered for VAT purposes. Our VAT registration number is 752995876.
		2.2	TLT LLP is a limited liability partnership registered in England & Wales number OC 308658. Its registered office is at One Redcliff Street Bristol BS1 6TP England. A list of members can be inspected at this address.	2.4	TLT LLP is authorised and regulated by the Solicitors Regulation Authority SRA number 406297.
				2.5	In Scotland TLT LLP is a multi-national practice regulated by the Law Society of Scotland.
				2.6	TLT LLP is also authorised and regulated by the Financial Conduct Authority under reference number FRN 780419. Details of our FCA permissions can be found on the Financial Services Register at https://register.fca.org.uk/ .
3	Scope of our legal services	3.1	We shall provide the services to you with reasonable skill and care. The scope of the services we will provide is described in the engagement letter.	3.2.4	tax advice or advice on the tax implications of any instruction. We are under no obligation to advise you to seek tax advice and do not accept responsibility for any failure on your part to do so. We will not be liable for losses which arise as a result of any failure to seek tax advice; and
		3.2	The scope of services does not include, unless specifically agreed in writing with you:	3.2.5	advice on changes to law or practice after the date of the communication containing that advice from us unless we are still advising you on the matter and the change is relevant to its handling.
		3.2.1	non-legal services such as advice on financial matters (eg the merits of entering into any transaction or investment, accounting issues, financial calculations, formulae and modelling, or the financial standing of a party to a transaction);	3.3	If information or other material received from a third party is incorporated into our work, we are not responsible for its accuracy.
		3.2.2	advice on the laws of jurisdictions outside Scotland;	3.4	We advise on the law in Scotland to the extent that it applies to your matter.
		3.2.3	checking that the information given to us by you in the context of the matter is accurate and up to date;		



- 3.5 If you need advice on the law in England and Wales, we will introduce you to one of our England and Wales qualified colleagues and will provide you with separate terms of business to cover that jurisdiction.
- 3.6 If you need advice on Northern Irish law, we will introduce you to TLT NI LLP. They will enter into a separate agreement with you.
- 3.7 If you require advice on the law applicable in any jurisdiction other than England and Wales, Scotland and Northern Ireland, we can introduce you to an overseas law firm who can advise you on the laws of the particular jurisdiction.
- 3.8 Any advice we may give you in relation to any other jurisdictions on your request is generic advice only; it is not legal advice and you must not rely on it as such.
- 3.9 If you ask us to obtain advice from another law firm, that firm will be responsible for the service and advice that they provide.
- 3.10 You acknowledge that unless we are instructed otherwise, we shall be entitled to assume that those of your employees, directors, officers and representatives who give us instructions are authorised to do so, and that we may act on their written and oral instructions. If you retain us as agent for a third party, or purport to do so, you warrant that you have the actual authority of that third party to do so.

4 Our advice

- 4.1 Our advice applies only to the specific factual and legal matters it deals with. Our advice is given for your benefit and it is to you that we owe our duty of care. This duty of care does not extend to third parties.
- 4.2 You must not use or rely on our advice for any other purpose or in relation to any other person without our prior written agreement. You must keep our advice confidential and obtain our prior written consent if you wish to disclose our advice to any other person. Other than as specified in section 21 below, nothing in the contract confers any right on any person pursuant to the Contracts (Rights of Third Parties) Act 1999.
- 4.3 Our advice is provided in accordance with our professional practice rules and guidelines and the proper interpretation of laws, court decisions and regulations in existence on the date on which the advice is provided.
- 4.4 You must give us appropriate instructions that allow us to undertake our work properly, not ask us to work in any improper or unreasonable way, not deliberately mislead us, and cooperate with us and any third parties instructed by us on your behalf. This may include the provision of information and documents requested by us, compliance with any applicable time limits and the provision of prompt instructions by you.
- 4.5 In providing our advice you acknowledge that we will rely on the work, information and advice prepared and provided by you and your other advisers (including any whom you may engage through us). You shall grant us a licence to use any materials provided by you during the course of the matter to enable us to provide our advice and services to you.
- 4.6 You should not rely on any draft document we draw up for you until it has become the final version. We will not be liable for any mistakes in the document until the final version has been drawn up.
- 4.7 We may advise you against taking a particular course of action or advise you that the costs of pursuing any such course of action may be disproportionate. If we agree to act, notwithstanding this advice, you acknowledge that you will be solely responsible for any adverse consequences of pursuing any such course of action.
- 4.8 We retain all copyright and other intellectual property rights in all materials and know-how developed or created by us either before or in the course of carrying out any work for you, although you may freely distribute copies of these materials within your own organisation for the purposes of the matter for which we are engaged.

5 Legal costs

- 5.1 In consideration of our provision of the services, you shall pay our charges when they become due, without any right of set-off.
- 5.2 We review our professional rates and expenses from time to time, usually annually in January. We will notify you of any such changes in our rates at the time of the application of the new rates.
- 5.3 Where we have more than one client on a matter, all such clients are jointly and severally responsible for payment of our charges.
- 5.4 You remain responsible for paying our charges whether or not you expect that another person may be paying our invoices (eg an insurer).
- 5.5 **If you wish for our invoices to be addressed to, or paid by, any person other than you (including any parent company, group entity, insurer, funder or other third party), you must notify us in writing before we commence work or as soon as you become aware of this requirement. We reserve the right not to accept payment from any person other than you, and we reserve the right to decline to re-address invoices after they have been issued. Any request to change the addressee of an invoice or the paying party after work has commenced may result in delays and additional costs for which you will remain liable. For the avoidance of doubt, we will not re-address invoices where doing so would alter the proper VAT treatment applicable to third party payment arrangements.**
- 5.6 Unless we agree otherwise, we shall bill you in respect of our services on a monthly basis.
- 5.7 Our bills become due for payment immediately after you receive them.
- 5.8 We may charge you interest on our unpaid charges from the date when they become due. Interest will be calculated at the annual rate of 5% above Bank of England base rate.
- 5.9 If any material amount is unpaid 28 days after the date on which the bill is received by you we may, having given reasonable notice to you in writing after expiry of the 28 day period, take any or all of the following steps:
- 5.9.1 suspend work on the matter and inform you we have done so;
- 5.9.2 cease to act entirely on the matter; and/or
- 5.9.3 retain custody of your files and funds until your bill is paid in full.
- For these purposes, 'material amount' shall mean any sum in excess of £5,000 and 'reasonable notice' shall mean 28 days.
- 5.10 Our charges may comprise our fees, other outlay and expenses, as well as any applicable tax thereon.
- 5.11 Unless we have agreed a fixed fee in the engagement letter, our fees shall be based on the time we spend in dealing with your matter. They may also reflect its nature, urgency and complexity, as well as the responsibility, skill and experience of the matter team.
- 5.12 Where our fees are based on the time spent, they will be calculated by reference to our hourly rates for the matter team members and will be charged in six minute units. Those rates will be our standard hourly rates for such individuals, unless other rates have been agreed in writing with you.
- 5.13 Our other outlay and expenses may include expenses we incur on your behalf in connection with your matter, such as the cost of instructing an expert, court fees, our travel and subsistence costs, and any charge we may make for the provision of copying services.
- 5.14 Where we incur on your behalf an expense in a foreign currency, at the time of billing we may charge you for any loss arising as a result of a change in the applicable exchange rate.
- 5.15 If we provide you with an estimate for our charges or a quotation then it is for your guidance only and does not bind us.
- 5.16 Unless the contrary is expressly stated, our charges, fees, expenses and outlay are quoted exclusive of any applicable tax thereon.

- 5.17 We may ask you to make payment(s) on account of our anticipated charges at any time during the matter. Such funds will be held in a client money account until required (see section 7 below). You agree that we can apply such payments on account against any of our invoices or matters.
- 5.18 If you refuse to make a payment on account or fail to pay our due charges then these are good reasons why we can bring this Agreement to an end early: see section 10 below.
- 5.19 We reserve the right to enforce our payment terms through action in the courts. You agree that such actions shall be subject to the exclusive jurisdiction of the Glasgow Sheriff Court.
- 5.20 We are entitled to retain any of your money, documents or property that have come properly into our possession whilst our charges remain unpaid.
- 5.21 Where we hold money on your behalf for any reason, you agree that we may deduct from that money any sums that are due to us which have been incurred or invoiced to you on that matter or on any other matter,
- 5.22 If we are required by our legal or regulatory obligations to make a disclosure of your client information to another person (including government and law enforcement agencies), then we may charge you for our time and expenses incurred.
- 5.23 We will update you on whether the likely outcomes still justify the cost and risks associated with your matter whenever there is a material change in circumstances.
- 5.24 If you are unhappy with the amount we have charged, you can have the costs independently scrutinised. This is called the "taxation" of the account or of the fees and is carried out by an auditor of court.
- 5.25 If you instruct us to engage other advisers or service providers (such as other law firms, expert witnesses, patent agents, surveyors or legal support providers) on your behalf, we do so acting as your agent and you will be responsible for their fees in addition to our own. Other advisers/service providers typically address their invoices to us and we include their fees as disbursements in our invoices to you. This approach is for convenience only and you remain responsible for such fees. We reserve the right to instruct any other advisers/service provider to address their invoices to you.
- 5.26 We may ask you to provide guarantees or security for your costs and expenses. If you do not provide a guarantee or security within a reasonable time of us requesting this, we may stop acting for you and end the contract immediately.
- 5.27 If we incur disbursements on your behalf you may be required to put us in funds before we incur such disbursements. This particularly applies where we need to instruct other professionals (eg, counsel, expert witnesses, enquiry agents or overseas lawyers), pay official fees or carry out searches on your behalf. Any delay in providing money on account for disbursements or dealing with any outstanding disbursements may prejudice your matter and/or increase the cost of dealing with your matter. Some of the professionals we instruct may be entitled in certain circumstances to charge interest in the event of delayed payment of the invoices they render. In such circumstances, you will be liable to pay any such interest charges.
- 5.28 If you ask us to send funds to you or for you via telegraphic transfer we will charge a fee of up to £30. This will cover our administration fee for arranging the transfer. In addition there will be a fee charged by the bank. As bank fees vary the actual bank cost is available from us on request after the transfer has been made.
- 5.29 We may need to issue supplemental invoices after your matter has completed if disbursements and expenses are notified to us after completion.
- 5.30 If you have any queries about a bill, please contact the person who sent it as soon as you receive it. Please note that you may have a right to object to the bill by making a complaint.

6 Commission

6.1 It is our policy not to accept commission from anyone in relation to your matter.

7 Banking

7.1 We hold client money in various bank accounts with UK banks which are authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and Prudential Regulation Authority.

7.2 We are not liable for any losses you suffer as a result of any such banking institution being unable to repay depositors in full. You may, however, be protected by the Financial Services Compensation Scheme (FSCS). Visit www.fscs.org.uk/ for more information and please note:

7.2.1 The FSCS is the UK's statutory fund of last resort for customers of banking institutions. The FSCS can pay compensation up to £120,000 if a banking institution is unable, or likely to be unable, to pay claims against it.

7.2.2 The limit is £120,000 per banking institution. If you hold other personal money in the same banking institution as our client account[s], the limit remains £120,000 in total. Some banking institutions have several brands. The compensation limit is £120,000 per institution, not per brand.

7.2.3 The FSCS also provides up to £1 million of short-term protection for certain high balances, eg relating to property transactions, inheritance, divorce or dissolution of a civil partnership, unfair dismissal, redundancy, and personal injury compensation (there is no financial limit on protection for personal injury compensation). This is called the temporary high balance scheme and, if it applies, protection lasts for a maximum of six months.

7.2.4 The FSCS (including the temporary high balance scheme) will apply to qualifying balances held in our client account. In the unlikely event of a deposit-taking institution failure, we will presume (unless we hear from you in writing to the contrary) we have your consent to disclose necessary client details to the FSCS.

7.3 **We will not send you information about changes to our bank account details by email or a link to our internet banking log on page. If you receive an email purporting to be from someone at TLT LLP advising you of a change to bank account details it is not genuine. Do not reply to the email or act on any information it may contain as malicious software can take over your device and prevent you from accessing files. Instead you should contact the person dealing with your matter and your IT administrator immediately.**

7.4 We do not accept cash payments. If you (or anyone on your behalf) try to avoid this policy by depositing cash directly with our bank, we will charge you for any additional checks we deem necessary to prove the source of funds. Where we have to pay money to you, it will be paid by cheque or bank transfer. It will not be paid in cash or to a third party. When we receive monies on behalf of you it will be paid into a general client account with Bank of Scotland plc who is the firm's banker. The general client account will hold pooled amounts for different clients and matters. Under anti-money laundering regulations, law firms must hold information on the identity of the person on whose behalf the monies are held in a pooled client account, and make this available to their bank on request. If our bank requests information about whom we hold funds for, we are required to provide that information. In the event of this happening, you agree to us disclosing your details to them.

7.5 If in the course of dealing with your matter, you may require funds to be held on a contingent basis, we will introduce you to a third party escrow agent. TLT can provide you with details of agents and their charges, but cannot provide advice on which agent to use. We can negotiate appropriate terms with the agent you select as part of our services to you and will inform you of the costs for doing so.

- 7.6 TLT will only hold or process funds through our client account in accordance with the Solicitors Accounts Rules.
- 7.7 If following termination of this contract we hold in our client account a residual balance of £10 or less, we shall, having first made reasonable efforts to return the residual amount to you, be entitled to donate this to charity without further notice to you. As provided by the Accounts Rule 6.11.3, where we do not hold an up-to-date address or other contact details for you we shall be entitled to pay any residual amounts of between £10 to £50 either to the QLTR or a registered charity of our choice.

8 Interest

- 8.1 We will pay interest on monies held for you at a rate of the published RBS Client Deposit manager rate. Interest will only be paid where the amount of interest which accrues to the client account on the sum deposited, exceeds £50 and we will not pay interest on money we retain after we have rendered a final bill to you, if the retention is made to cover unpaid expenses or disbursements. All designated deposit account interest will be paid to clients in full.

In the event that interest rates should become negative, we may pass on to you any charges or deposit costs charged to us by our bank in connection with the sums held for you on the client account. We will provide you with notice of the amount of any charges or deposit costs and will charge these to the client account.

9 Cooling off

- 9.1 If we have not met you in person, or the contract for legal services is entered into away from our business' premises, the Consumer Contract (Information, Cancellation and Additional Charges) Regulations 2013 may apply. This means you may have the right to cancel your instructions to us within 14 days of our initial communication with you, without giving any reason. To exercise your right to cancel, you must make a clear statement (letter or email) setting out your decision to cancel. To meet the cancellation deadline, it is sufficient for you to send the communication before the cancellation period has expired. This will end the obligations of both you and us under the contract.

- 9.2 You may require us to begin work on your matter during the 14 day cancellation period. Please let us know immediately if you wish to waive the 14 day cancellation period. If you expressly request we begin work on your matter during the cancellation period, we reserve the right to ask you to pay an amount proportionate to what service has been carried out prior to you communicating any cancellation. If you have made a payment on account you will only receive a refund for that part of our services not provided. If you decide to cancel before the end of the cancellation period, and we have not started to provide our services, you will receive a full refund of any fees paid. You will not have the right to cancel the contract if you request we start work within the cancellation period and we have completed those services.

10 Termination

- 10.1 You can terminate the contract at any time throughout the running of the matter by giving us reasonable prior written notice. We can keep all your papers and documents while there is still money owed to us for fees and expenses.
- 10.2 We can terminate the contract where we feel that the relationship has broken down; if to continue acting for you would constitute a breach of the SRA Standards and Regulations; **where your risk profile, the risk profile of the instruction, or your circumstances have materially changed such that continuing to act would be inconsistent with the firm's risk appetite, client acceptance and retention policies, or regulatory obligations**; where you have not paid us on time or provided us with any monies on account which we may have requested; or are not providing us with the instructions needed to carry out your work. We will give you reasonable prior written notice of this. In these circumstances, and on request, we can provide reasonable assistance to help you find replacement lawyers. When our engagement ends we will have no further or ongoing responsibilities in relation to the matter. You must pay our fees for work done and expenses incurred up to the date our engagement ends.
- 10.3 We are not responsible for reminding you about important dates and/or any deadlines after the contract has come to an end.
- 10.4 You shall not be entitled to assign the benefit of this contract to any third party without our prior written consent.

11 Confidentiality

- 11.1 We will keep your affairs confidential from our other clients and anyone externally unless you specifically ask us to disclose the information to them, or we need to do so in order to deal with your matter. You understand that we will not disclose any information to you about other clients.
- 11.2 In any event, you agree to us releasing confidential information to:
- 11.2.1 our insurers;
 - 11.2.2 our legal advisers;
 - 11.2.3 the tax authorities;
 - 11.2.4 any regulatory authorities;
 - 11.2.5 any professional advisers that we instruct on your behalf to advise you such as barristers, overseas lawyers and experts; and
 - 11.2.6 companies or individuals that provide administration support to the firm such as typing, photocopying, archiving and so on.
- 11.3 External organisations such as our ISO 9001 auditors, the Law Society of Scotland, the Scottish Legal Complaints Commission and the Solicitors Regulation Authority may wish to inspect our files from time to time. They are required to maintain confidentiality in relation to your matters.
- 11.4 We may tell other clients or prospective clients about the services we provide. If we wish to rely on any work that we have undertaken for you to promote our services, we will ask your permission save where details of your matter subsequently enter the public domain in which circumstance you agree that we may publicise our involvement as well as any related information which has entered the public domain.

- 11.5 We cannot absolutely guarantee the security of information communicated by email or mobile phone. Unless we hear from you to the contrary, email will be our default method of communication. As internet communications are capable of data corruption, we do not accept any responsibility for changes made to such communications after they have left our server.
- 11.6 We take all reasonable steps to safeguard emails and ensure they remain secure but if you would rather we do not correspond with you in this manner do let us know. If there are physical or email addresses that you do not want us to use to contact you, please ensure that we are informed in writing without further delay.

- 11.7 We are obliged by our insurers to notify them of any circumstances known to us which may give rise to a claim against us. We are required to tell them (and our brokers) information about you and your instructions to us which is privileged and to supply documents to them. We will only pass on privileged or confidential information in good faith to ensure your legal rights to claim against us are preserved. Our insurers and brokers are contractually obliged to keep all information we pass to them strictly confidential. They may only use it for the purposes of administering our insurance arrangements including any claim you might make. We will assume you consent to our sharing information in this way unless you tell us you do not.

12 Privacy and data protection

- 12.1 During the course of providing services we will need to keep information about you. The information will be processed and kept securely in accordance with relevant data protection legislation and our duty of confidentiality. **By continuing to instruct us you consent to our retention of personal data collected during our due diligence processes (including, where you are an organisation, personal data relating to your directors, shareholders, ultimate beneficial owners and other relevant individuals), for the same length of time as we retain your matter file, and you consent for us to destroy such data at the same time as we destroy the matter file.** We do not generally store or transfer your personal data outside the UK. However, we may transfer your personal data to service providers that carry out certain functions on your behalf. This may involve transferring your personal data outside the UK to countries which have laws that do not provide the same level of data protection as the UK law. Whenever we need to transfer your personal data out of the UK, we will ensure a similar degree of protection is afforded to it.
- 12.2 Please see our Privacy Notice for detailed information about how we use your personal data and your rights in relation to your personal data. The Privacy Notice is available on our website, <https://www.tlt.com/privacy/>, together with our Cookies Policy at <https://www.tlt.com/privacy/cookies/>.

- 12.3 We may in the future send you information (by email, text, telephone or post) about legal developments that might be of interest to you and/or information about our services (including related non-legal services such as our consulting and legal technology services), including exclusive offers, promotions or new services using your personal data.
- We find that most clients find this helpful. We rely on either our legitimate interests to maintain contact with former, current and potential clients or your consent to do this. We do not share your information with third parties to market to you. We will make it quick and easy for you to opt out of future communications in every communication we send at any time. You may opt-out by:
- 12.3.1 contacting us by using the link <https://www.tlt.com/privacy/cookies/> for opting out of cookies and other technologies; or
- 12.3.2 using the "unsubscribe" link in emails or SMS messages to manage your other marketing preferences

13 Use of technology enabled solutions

13.1 When providing services and advice to you, we use a range of technology enabled solutions. This can involve the use of artificial intelligence (AI) (such as machine learning and generative AI) which has been developed by us, for us or is included in third party software applications. We have a clear governance framework in place for the use of technology solutions in our services, including when we are using AI, to ensure that they are deployed appropriately and meet our obligations to you of confidentiality, data protection and information security.

14 Working from abroad

14.1 We now have in place a hybrid working system which allows remote working. In some circumstances, we may permit the performance of work overseas in line with our "Working Abroad Policy". Our working abroad approval process ensures that TLT employees adhere with all data protection and security requirements.

15 Your file

15.1 We will keep your files (whether paper or electronic copy) an appropriate period set in accordance with applicable law and regulation of at least seven years after we send you our last bill on the understanding that we may destroy them after that period. **This includes customer due diligence data, which we will retain for this period, notwithstanding that the Money Laundering Regulations ordinarily require destruction of such data five years after the end of our relationship with you.**

15.2 We take all reasonable steps to ensure that our IT system is secure. We may destroy your original paper document and scan it onto our system instead.

15.3 We will not destroy deeds, wills or other legal instruments where you have asked us to deposit such documents in safe custody. We reserve the right to charge you for retrieving the documents from storage and for passing them to other people or back to you.

15.4 Where you ask us to retrieve your file from storage or transfer documents to a third party for a matter on which we are not to be instructed, we may charge you for the time spent and/or costs incurred.

16 Regulatory

- 16.1 To comply with anti-money laundering and financial regulations and standards, we are likely to request identification and verification documentation from you and will conduct additional searches or enquiries to satisfy these obligations. Where you are a business client, such as a trust, company, foundation or similar legal arrangement, we may also need to verify the identity of all beneficial owners in the structure. This is a regulatory requirement prior to conducting substantive work for you and we reserve the right to charge you for professional fees and any expenses incurred. Any personal data obtained from you for the purposes of these regulations and standards may only be processed for the purposes of adherence with our regulatory requirements, for the prevention of money laundering, terrorist financing or proliferation financing or as permitted under Article 13(3) of the UK General Data Protection Regulation and Data Protection Act 2018. Such data will be retained as necessary to comply with our regulatory obligations which will extend beyond the termination of our retainer.
- 16.2 In order to comply with financial sanctions requirements and proceeds of crime legislation, we conduct searches on all third party payors and/or recipients of international payments. We must not directly or indirectly make funds available or for the benefit of targets on any sanctions lists, or facilitate or handle the proceeds of crime. We will need information from you regarding source of funds for the transaction or matter, and details of payors, in order to conduct necessary searches.
- 16.3 **Please do not send us any funds until we have told you that these checks have been completed. Where potential matches are discovered, we may need to seek consent from the relevant body prior to proceedings, or we may be unable to proceed with your matter.**
- 16.4 **We may ask you to say where any money you have sent us has come from or is going to come from. If you do not provide us with that information promptly then your matter may be delayed.**
- 16.5 To verify your identity, we search third party electronic verification databases, and may carry out these checks from time to time throughout our relationship, not just at the outset. These checks may leave a "soft footprint" on your credit file, but will not affect your credit rating.
- 16.6 There may be circumstances in which TLT LLP is not able to proceed with your instructions and may cease to act for you, for example if you do not provide satisfactory evidence of your identity or in some instances, the identities of your directors, shareholders and ultimate beneficial owner(s) within a reasonable time. In these circumstances we will charge you for the work done prior to that date.
- 16.7 If you are a company (registered or unregistered), Limited Liability Partnership or Scottish Partnership, we may have to report any discrepancies on Registers between information collected from Companies House, and information gathered while fulfilling our anti-money laundering duties, to Companies House.
- 16.8 We are obliged to keep your affairs confidential. However we may be required by law to disclose certain information and documents about you to authorities such as the Police, HM Revenue & Customs, Serious Fraud Office or National Crime Agency in relation to matters such as tax evasion, fraud, bribery, money laundering, proliferation financing or terrorist financing.
- 16.9 Subject to section 21 below, we shall not be liable for any loss arising from or connected with our compliance with any statutory obligation which we may have, or reasonably believe we may have, to report matters to the relevant authorities under the provisions of the money laundering and/or terrorist financing legislation.

- 16.10 The UK International Tax Enforcement (Disclosable Arrangement) Regulations 2020, requires EU and UK based intermediaries and taxpayers to disclose to local tax authorities certain cross-border arrangements that potentially facilitate tax evasion or avoidance. It means that UK law firms like TLT, who are involved in promoting, planning or advising on relevant types of cross-border arrangements, must make a report to HMRC within 30 days of certain specified events. Where we are prevented from reporting due to the application of the rules of legal professional privilege (and which you do not agree to waive), the obligation to report falls on you the taxpayer, provided you are resident in the UK or an EU Member State. In circumstances where you are required to disclose any such transaction undertaken as part of our legal services, we will notify you of this as soon as practicable, and rely on you (at your own expense) to provide the relevant information to HMRC (or other relevant EU tax authority) and deal with any associated tax affairs. We shall seek confirmation from you that such a disclosure has been made.
- 16.11 To comply with the Economic Crime (Transparency and Enforcement) Act 2022, any overseas entities purchasing, selling, leasing, transferring or granting security over property in Scotland (freehold title or leases of more than 20 years) must apply for registration with Companies House "Register of Overseas Entities". It applies to all legal entities (body corporate, partnership or other entity) governed by the law of a country or territory outside the UK. You are required to collect prescribed information regarding beneficial owners, obtain a certification statement from a third party regulated and supervised under the Money Laundering, Terrorist Financing and Transfer of Funds Regulations 2017 (eg external accountants or tax advisers and other legal professionals), and complete a verification process. Any delays in you completing the registration will prevent us from progressing your matter. Where you do not make a successful application, the Land Register will refuse to register the property transaction, and we may have

to cease acting. You may also be in default of obligations to your lender to provide evidence of registration within a certain timeframe. The overseas entity will need to supply their overseas ID number. **Please note that we do not offer such verification as part of any property transaction in which we act or otherwise.** Other organisations provide verification services and we can pass on details of these providers at your request.

17 Conflicts of interest

- 17.1 You agree that instructing us will not prevent TLT LLP from acting for current or future clients who have, or may in the future have, commercial interests adverse to you.
- 17.2 We must not act for you where there is a conflict of interest between you and TLT LLP, or another client of the firm. If a conflict arises we will discuss the situation with you with a view to agreeing how the situation can be resolved. You must inform us as soon as possible if you become aware of a potential or actual conflict of interest.
- 17.3 We may have one or more clients interested or potentially interested in the same or related transaction as you are (for example, in relation to the acquisition of an asset being put up for sale or a competitive tender for a contract). You agree that we are free to accept an instruction to act for more than one client in relation to that transaction provided we comply with applicable professional rules, keep the information of each client confidential, are able to act in the best interests of each client and, if appropriate, use separate teams of lawyers.
- 17.4 If your matter develops such that it could require us to take action on your behalf adverse to the interests of any other client of any TLT LLP entity, we will be entitled to treat that aspect as a new matter and will not be bound to act on that matter.
- 17.5 If we become aware of a conflict of interest which prevents us from continuing to act for you in relation to any matter we shall inform you immediately. We can assist you in finding new legal advisers and provide an effective transfer of the relevant matter to your new legal advisers. You agree to pay our costs to the date of any such transfer in accordance with these terms.

18 Our duties to the court

- 18.1 Your matter may involve court proceedings.
- 18.2 All solicitors have a professional duty to uphold the rule of law and the proper administration of justice. We must comply with our duties to the court, even where this conflicts with our obligations to you. This means that we must not:
- 18.2.1 attempt to deceive or knowingly or recklessly mislead the court;
- 18.2.2 be complicit in another person deceiving or misleading the court;
- 18.2.3 place ourselves in contempt of court; and
- 18.2.4 make or offer payments to witnesses which depend on their evidence or the outcome of the case.
- 18.3 We must also comply with court orders that put obligations on us and ensure that evidence relating to sensitive issues is not misused.

19 Complaints

- 19.1 If you would like to discuss how we can improve our service to you, or if you are dissatisfied with any aspect of our service at any time, please raise the matter with the person you deal with, or with their supervising partner named in your engagement letter.
- 19.2 In the event that you feel unable to speak with the supervising partner, or are not satisfied with the response, please write, or speak, to John Paul Sheridan, on +44 (0)333 006 1038 by email JohnPaul.Sheridan@TLT.com or by post at TLT LLP 9th Floor 41 West Campbell Street Glasgow G2 6SE.
- 19.3 Our complaints procedure can be found on our website at www.tlt.com and a copy can be sent to you by e-mail or post on request.
- 19.4 You may be entitled to have your complaint dealt with by the Scottish Legal Complaints Commission Capital Building 12-13 St Andrew Square Edinburgh EH2 2AF or at email enquiries@scottishlegalcomplaints.org.uk or telephone +44 (0)131 201 2130. There are time limits within which you need to bring a complaint which in general depend on when we provided the service about which you wish to complain. You can check the applicable time limit by contacting the SLCC or visiting the website www.scottishlegalcomplaints.org.

19.5 As well as your right to complain about any of our bills under our complaints procedure, you also have a right under the Civil Litigation (Expenses and Group Proceedings) (Scotland) Act 2018 to ask for the account to be looked at independently by way of taxation of the account. This process is carried out by an Auditor of the Court. By agreeing to these terms and conditions you agree that the nominated person to make an assessment of our fee is the Auditor of the Royal Faculty of Procurators in Glasgow. We will agree to a taxed fee provided the invoice in dispute is paid by you in full and that you also pay in full any fee charged by the Auditor. Any refund that may be due to you following the taxation will be paid by us within 14 days of the decision by the Auditor. You should be aware that your fee may be increased as well as decreased following taxation.

19.6 TLT LLP is regulated by the Financial Conduct Authority to carry out Insurance Mediation Activities, which are broadly the advising on, arranging and administration of insurance contracts. As part of our services, we may help arrange the most suitable insurance policy for your needs or provide advice on the merits of a particular insurance policy. In such cases we shall provide you with a statement setting out clearly our understanding of your requirements in respect of insurance cover, and to reasons for recommending a contract of insurance.

If you feel that we have not done this, please contact us so we can do our best to resolve the problem. Where you are not satisfied with our final response, you may be eligible to refer the matter to the Financial Ombudsman's Service for independent arbitration. Further details can be found on www.financial-ombudsman.org.uk.

19.7 The Scottish Legal Complaints Commission can help you if you are concerned about our behaviour. This could be for things like dishonesty, taking or losing your money or treating you unfairly because of your age, a disability or other characteristic. The SLCC will pass any complaints about our behaviour to the Law Society of Scotland which regulates the conduct of solicitors. In the event that a third party makes a complaint against us arising out of or in connection with this instruction, we are under a regulatory obligation to correspond with that third party to the extent necessary to deal with their complaint. The correspondence will not include any confidential information unless you consent to us disclosing such information and/or a statutory notice under the Legal Profession and Legal Aid (Scotland) Act 2007 is served by either the Scottish Legal Complaints Commission or the Law Society of Scotland seeking confidential material.

20 Equality and diversity

20.1 We are committed to providing the same level of service to all clients regardless of any of the characteristics protected by law.

20.2 At your request, we will implement any adjustments that are considered to be reasonable, which will include consideration of cost and availability of provision, to ensure that you are not put at a substantial disadvantage when dealing with TLT LLP. Adjustments include the provision of additional equipment, provision of interpreters and providing information in a format that is appropriate to you.

20.3 If you require this information in an alternative format, such as audio, large print or Braille, please contact us on +44 (0)333 006 1529.

20.4 Where possible we will ensure that appropriate facilities are available to enable you to meet any religious commitments you may have and try to avoid arranging meetings at significant times or days. Please let us know of any dates and times to avoid when you first instruct us.

21 Our liability to you

- 21.1 In relation to any work we do, or services we provide to you, under these terms of business, your relationship with us is solely and exclusively with TLT LLP.
- 21.2 We have a duty to carry out your work to a reasonable level of skill and care. The duty to carry out work for you rests solely with TLT LLP and not with any individuals involved in acting for you, who do so only as representatives of TLT LLP. No member of TLT LLP will be personally liable to you for providing services under these terms of business or for any loss or damage arising out of it, howsoever arising, and you waive any such claim. None of our employees, staff, contract lawyers or affiliated entities will be personally liable to you for providing services under these terms of business or for any loss or damage arising out of it, howsoever arising, and you waive any such claim. All our members, employees, staff and affiliated entities shall have the benefit of this clause such that they have the right to enforce this clause on their own behalf.
- 21.3 We are not responsible for any failure to advise or comment on any matter which falls outside the scope and limitations set out in our engagement letter.
- 21.4 We will not be liable to you if we fail to meet any of our obligations to you due to matters beyond our reasonable control. For the avoidance of doubt this includes the actions, omissions, errors or deficiencies of any third party instructed by us. We will let you know if such an issue arises in connection with your matter.
- 21.5 We will not be liable if any loss is due to the provision of false, misleading or incomplete information or documents (save where we should reasonably have discovered the false, misleading or incomplete information or documents) or due to the acts or omissions of any person other than TLT LLP. We are not responsible for any action, omission, error or deficiency of any third party who you engage whether directly or through us.
- 21.6 We do not owe, nor do we accept, any duty to any person other than you and we do not accept any liability or responsibility for any consequences arising from reliance upon our advice by any person other than you. You agree to indemnify us against any liabilities, losses, damages, costs or expenses we incur arising out of any claims brought against us by third parties arising out of or in connection with our work for you.
- 21.7 Where we act for more than one client on a matter, then our liability cap shall be equally apportioned among all such clients and each of you agrees that such apportionment is reasonable.
- 21.8 Our maximum aggregate liability to you (or any other party we have agreed may benefit from and rely on our services) in this matter, or where applicable, in any group of connected matters, shall be limited to the amount specified in the engagement letter or, if no amount is specified, to £3 million including interest and costs.
- 21.9 You agree that we will not be liable for loss:
- 21.9.1 not arising directly from our breach of contract or breach of duty to you (whether in tort or otherwise) in the work we do for you;
 - 21.9.2 of revenue;
 - 21.9.3 of profit;
 - 21.9.4 of contracts;
 - 21.9.5 of or corruption to data;
 - 21.9.6 of anticipated savings;
 - 21.9.7 of business opportunity; or
 - 21.9.8 of goodwill or damage to reputation, even where the above might have been foreseeable at the start of the matter.

21.10 Where you have suffered any loss or damage as a result of any fault or breach of duty on our part in the course of providing the services, then our liability to you shall be limited to a just and equitable proportion of the total loss or damage you have suffered, having regard to the extent of your responsibility for that loss or damage, and that of any other person who is also liable to you in respect of any part of that loss or damage. In assessing the extent of responsibility of any other person under this clause there shall be disregarded: firstly, the ability of that person to make payments in respect of your loss or damage; secondly, any limitation of liability that you agreed with that person if our own liability to you under this clause would have been less if the other person had not so limited its liability; thirdly, the fact that the other person no longer exists or is no longer liable, and fourthly, the absence of that other person as a witness or party in any dispute concerning us. Our liability cap applies after the operation of this clause.

21.11 Nothing in this contract shall exclude or restrict our liability to any person for death or personal injury, fraud, wilful misconduct or dishonesty, or any other losses which cannot be excluded or limited by applicable law.

21.12 Any claim for breach of contract, breach of duty or act of negligence or otherwise whatsoever arising out of or in connection with this engagement shall be brought against us within five years of the receipt of our bill in connection with the matter where there may have been an act or omission alleged to have caused the loss in question.

21.13 We hold compulsory professional indemnity insurance. Details of our insurers are available on request.

22 Law and jurisdiction

22.1 The contract shall be subject to and governed by the law of Scotland. Subject to section 5.19, any dispute arising from or under the contract shall be subject to the exclusive jurisdiction of the courts in Scotland.