

**Blaney Carnan**  
**SOLICITORS**  
**BUSINESS AND PROPERTY LAWYERS**

**TERMS OF BUSINESS**

1. **Introduction:** These Terms of Business, together with any accompanying letter, set out the working relationship between Blaney Carnan Solicitors and you, our client. By continuing to instruct us, you agree to accept these terms and that they will remain in force unless or until we mutually agree otherwise.
2. **Our Services:** In all our dealings with our clients, we aim to provide a high quality service, to find out what our clients want, and to achieve it. We try to work quickly and efficiently, and we hope you find us friendly and approachable. At the end of the transaction, we hope you will think our fee represents good value for money. Our advice is personal and confidential to our clients only. If you pass that advice on to a third party or ask us to do so, that third party will not have an enforceable right against us. Our responsibility is restricted to the specific areas of business we have agreed to act for you in and does not include advising you on any other matters whatsoever whether associated in any way with that transaction or not, unless specifically agreed by us (see 15). We will use all reasonable skill and care in providing our service having due regard to existing legislation, practice and case law, but no responsibility can be accepted for any future changes in legislation nor for any unforeseeable or indirect consequences of our advice or actings.
3. **Contacting Us:** Our telephones are answered from 8.30 am to 5.30 pm, Monday to Friday. If we are unable to take your call, or if we are closed for a local or statutory holiday, you can leave a message on our voicemail service. We aim to return all telephone calls within one working day. Our fax line is open at all times and we can also be contacted on our e-mail address: [mail@blaneycarnan.com](mailto:mail@blaneycarnan.com). If we do communicate by e-mail, you accept that e-mail is not a secure form of communication and that the contents of e-mail could be intercepted and read by a third party. You should also appreciate that transmission of an email is not a guarantee of receipt and, consequently, you should not rely on email for important or time-sensitive matters. As a general rule, we will not accept instructions by email nor will we provide advice by email. Consultations during or outwith office hours are available by prior appointment.
4. **Initial Meeting:** We will be happy to have an initial telephone discussion or meeting with you to decide whether we can be of assistance to you. Normally, no charge would be made for such an initial discussion.
5. **Instructions:** As your agents, we can only act on the information and instructions given to us. We rely on you to provide us, promptly, with all up-to-date, accurate and complete information necessary for us to deal with your instructions. Please ensure that you advise us immediately of any change in your contact details including mobile telephone numbers and e-mail addresses. Please do not assume that we have knowledge of any factual matters or of your personal circumstances. Instructions may be given to us in writing or verbally (but not generally by email). We may ask you to confirm in writing the terms of verbal instructions given to us. 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, we will require confirmation of this in writing and we may insist upon a formal Power of Attorney being/

being in place. You should be aware that information sent by e-mail cannot be guaranteed to arrive, nor should it be assumed that it will be dealt with immediately. On instructing us, you agree that any one claim or several claims for breach of contract or however arising against this Firm and/or the Partner(s) thereof shall be limited to a maximum sum in aggregate of £2,000,000.00. You also agree that, when appropriate, you authorise us as your agents to sign missives or any other permitted document electronically on your behalf.

6. **Conflict of Interest:** We cannot act for two or more parties if they have conflicting interests. Please advise us at the outset if you are aware of potential conflicts which may arise. If we become aware of any conflict, you will be advised at the earliest opportunity to consult an independent Solicitor. If we decide that we can still act (i.e. if you are one of the permitted exceptions to the general rule), we will confirm this to you in writing.
7. **Liability:** 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 equally responsible for the instructions given to us and for payment of our fees and outlays in connection with that matter. If you do not understand what this means, please ask us to explain.
8. **Private Limited Companies:** If we are given instructions by a private limited company then, unless otherwise agreed with you in advance, it is a condition of our accepting these instructions that the Directors are jointly and severally liable, along with the Company, for payment of our fees and costs and any interest thereon.
9. **Confidentiality:** Other than as aftermentioned, information passed to us is kept confidential and will not be disclosed to third parties except as required in the proper conduct of your business, as authorised by you or as required by law. However, if we are instructed to act on behalf of your Lender as well as for you, you authorise us to disclose such information as may be required by your Lender in their offer of loan/loan instructions.
10. **Money Laundering Regulations:** In order to comply with the Proceeds of Crime Act 2002 and the Money Laundering Regulations 2017, as well as the Law Society of Scotland Practice Rules 2011 (the "Law Society's Rules"), we are required to obtain verification of our clients' identity, date of birth, address and, if appropriate, the source of funding at the time of any transaction. We are also obliged, by law, and notwithstanding any duty of confidentiality to the contrary, to report to the appropriate authorities any suspicious transaction or activity. Unless, then, we have agreed that you need not do so, please exhibit to us, as soon as possible but, in any event, **within seven days** of the date of our covering letter, at least two of the following (one of which should be from list "A"):-

List A

Full National Passport  
Full National driving licence  
National ID card  
Pension Book  
Signed ID card of employer  
Armed Forces ID Card  
Signed ID card of employer  
Young persons NI Card (under 18 only)  
Pensioner's/

List B (not more than three months old)

Utility bill (*but not mobile*)  
Mortgage statement  
Council tax demand  
Bank/Building Society/credit card statement  
Young persons medical card (under 18 only)

Pensioner's travel pass  
Building Society Passbook  
Credit Reference agency search

**(Please note that, if photographic identity is to be presented, then you must attend personally at our offices).**

For personal clients, we shall also require a note of your National Insurance Number(s).

For corporate clients, we shall require sight of the Company's Certificate of Incorporation (plus personal evidence as above for each instructing Director).

Please either bring original evidence of identity to our office to be copied or you can send such evidence to us by Royal Mail Recorded Delivery and we shall return the documents to you in the same way.

As part of our identity checks, we may make searches about you with a credit reference or Fraud Prevention Agency; this will include information from the Electoral Roll. This is not a credit check and will not affect your credit rating. The agencies will record the details of the search whether or not this transaction proceeds. Any documents provided to us will be recorded and copied for audit purposes as part of our Anti Money Laundering requirements. There is a charge of £20.00 plus VAT per person for these searches and we will add this to your fee note.

If we do not receive the required information from you **within seven days** of the date of our covering letter, we will withdraw from acting on your behalf.

11. **Source of funds:** In all cases where you will be providing funds for the transaction which we will be handling for you, you must now confirm to us the source of your funding for this transaction. In particular, in property matters, you must advise us immediately if you are not providing the purchase price (or the balance of the purchase price if you are obtaining a mortgage) from your own funds. Any alteration in the source of your funding must be notified to us urgently and could result in a delay before we are able to proceed with the matter (see below). It is very important that there is no last minute change in your financing.

In addition, we must be satisfied as to the source of wealth of any client instructing us and we may need to ask you for an explanation of that source. We will request all the relevant information from you as soon as possible at the outset. If this information is not provided as agreed, your transaction may be delayed or we may have to withdraw from acting for you. Identity, source of funds and source of wealth checks must be updated and/or re-confirmed regularly for existing clients so, if we are working with you over a period of time and/or over a number of transactions, please be aware of this. You should also be aware that we are required by law to report to government authorities any evidence or suspicion regarding money laundering or proceeds of crime and that we are explicitly prohibited from notifying you of the fact that any such report has been made.

Please be aware that we are unable to accept payments in cash of more than £500.00, whether paid in at our office or directly into our Bank account. If we do receive a cash payment of more than £500.00 from you, you should be aware that it may take between 8 and 40 working days for us to obtain the necessary clearance from the appropriate authorities before we can use that money. This may result in additional costs and delays for you for which we will not be liable.

Our/

Our client bank account details are as follows:-

Bank of Scotland, Glasgow Argyle Street Branch, Sort Code: 80-54-01; Account Number 00198338; Account Name: Blaney Carnan Solicitors Client Account. Blaney Carnan Solicitors will not change bank account details during the course of a transaction and cannot take responsibility if you transfer funds to the wrong account. You should always telephone us to confirm our bank account details before making any payment.

Payments by cheque must be a personal cheque from you (or from one of you) drawn on a UK bank account in your name. Since funds must be "cleared" through the banking system, you should lodge cheques with us at least five working days prior to the date upon which the funds will be required. We can accept no responsibility for clearing delays outwith our control. Alternatively, if you are arranging for an electronic transfer of funds to our account, the bank which transfers these funds must also confirm to us in writing that the funds were drawn on a UK bank account in your name. You should instruct your Bank well in advance of the transaction date to ensure that they will be able to comply with this requirement. Please note that under no circumstances will we accept a Banker's draft. If funds are remitted from any other source, you should be aware that additional information may be required as to the source of those funds and that it may take between 8 and 40 working days from the receipt of that further information for us to obtain the necessary clearance from the appropriate authorities before we can use that money. This may result in additional costs and delays for you for which we will not be liable. We reserve the right to withdraw from acting for you if, at any time, you fail to provide us with any information which we may reasonably require in connection with Money Laundering Prevention procedures.

12. **Data Protection:** Under the Data Protection Act 1998 and the General Data Protection Regulations (GDPR), we require to advise you of the personal data that we will hold and the purpose of so doing. Our current Privacy Notice can be viewed on our website [www.blaneycarnan.com](http://www.blaneycarnan.com). We will hold the following personal information regarding you in our practice management system and on our client database:

Your name and address;  
Your contact telephone number(s) and/or e-mail address(es);  
Your date of birth;  
Your National Insurance Number; and  
Any financial information we require in connection with your transaction.

In the course of our business dealings with you, it is highly likely that we may also obtain additional personal information to enable us to properly provide our services. We will use your information:

to provide you with the legal services you have requested;  
for training and administrative purposes;  
to manage our relationship with you;  
to keep you informed of legal developments;  
to invite you to seminars and client hospitality events; and  
to keep you advised of developments in Blaney Carnan Solicitors.

We may also disclose your information in some circumstances to our professional advisers or other agents whom we use to perform certain functions on our behalf. These agents only have access to the personal information required in order to perform their functions and are limited to the information that we provide to them. They may not use it for any other purpose.

Your/

Your continued relationship with us signifies your consent to us using your personal information for these purposes. If you do not wish to receive any information from us or you want us to remove your details from our database, then please confirm this to us in writing.

For the avoidance of doubt, other than as specified in these Terms of Business, we will not use your personal information ourselves or provide it to any other person without your approval or unless we are required to do so by law.

If at any time during the course of our relationship with you, you require to provide us with personal information about a third party, you should only do so after any required consents to this disclosure have been obtained from that third party as that personal data may thereafter be used or stored by us. It is your responsibility to ensure that you comply with the relevant sections of the Data Protection Act 1998 the General Data Protection Regulations (GDPR) and any other legislation applicable to the information in question.

13. **Copyright and Third Parties:** All copyright in documents we produce is reserved to us. Advice given and documents prepared are for your use only and may not be copied or used by any third party without our express written consent.
14. **Law Society of Scotland:** Like all Scottish Solicitors, we are members of the Law Society of Scotland and subject to its professional rules at all times.
15. **Other Advice and Other Advisers:** We will not be responsible for advising on any area relating to overseas rights or assets. We recommend that you obtain specialist advice from the relevant jurisdiction. In property and business transactions, we do not advise on the valuation of the property nor the suitability of your financial arrangements. Nor do we inspect properties or assets on your behalf. Almost any legal transaction, whether of a private or business nature, can affect the amount of tax or other Government duties which you may have to pay in either the short or long term. However, we will not give tax advice. Consequently, we shall not be responsible for any failure to offer tax advice or any incorrect opinion passed on a tax matter. It is your responsibility to check the financial and/or tax consequences of your instructions to us with your Independent Financial Adviser and/or Chartered Accountant. Although we are authorised to conduct incidental investment business by the Law Society of Scotland, we are not Independent Financial Advisers. We do not offer any advice on tax matters nor on environmental law liabilities/contaminated land/invasive plant issues. We are not qualified to offer any advice on the energy efficiency of any property or whether any particular property meets 'the tolerable standard' in relation to fire, smoke or carbon monoxide detection. Should you wish us to refer you to an Independent Financial Adviser, Chartered Accountant, Environmental Lawyer or Surveyor, please let us know. Where we instruct another professional on your behalf, such as an accountant or a surveyor, we offer no warranty regarding either the firm or the individual concerned, and in so doing, we incur no liability to you for the actings or the accuracy of any advice received from such other firm or individual.
16. **How Long Will it Take:** The nature of legal work often makes it difficult to estimate precisely how long something will take to complete. When we discuss your requirements at the outset, we will also discuss time scales. We do attempt to meet these - even to beat them - and always to deal with everything as quickly and efficiently as possible. Please remember that quite often the speed at which work can be completed is affected by the co-operation (or lack of it) we receive from other people outwith our control.

17. **Our Fees and Outlays:** The basis on which we shall charge you fees for a particular matter will be either a fixed fee (agreed in advance), or will depend on the time spent carrying out the work or on some particular scale of charges appropriate to the type of work. In assessing the fees, we take into account a number of important factors, including: the value of the transaction, the complexity and difficulty of the matter, the skill, knowledge and responsibility involved, the urgency of the matter and the place where we are required to carry out the work. We are happy to tell you at any time what the fees are to date. In executry cases, unless otherwise agreed in advance, we will have our fee fixed by the Auditor of The Royal Faculty of Procurators in Glasgow based on our current charging rates as detailed below. The cost of this is charged to the estate. V.A.T. is payable by you on all fees. Any outlays incurred on your behalf in the course of any work which we carry out for you shall be payable by you. All electronic transfers of funds will attract a transfer charge at our Bank's then prevailing rate, as also our Standard Administration fee (see below) payable as an outlay by you. We use an Information Management system to produce, record and retrieve all information relating to every transaction we undertake. In common with the other legal firms using the same system we require to remit a transactional charge (currently £15.00 plus VAT) per domestic transaction and (currently £45.00 plus VAT) per executry transaction to the software company which maintains the system. The transactional charge is payable by you in respect of each separate transaction as an outlay. If, for any reason, a particular matter does not complete, you will nevertheless be responsible for payment of the fees (and any outlays) incurred. Our charging rate (as at 01.02.2022) is £275.00 per hour of time spent. We will charge for writing letters and for taking and making telephone calls in units of 1/10<sup>th</sup> of an hour. Our charge for considering letters received will be in units of 1/20<sup>th</sup> of an hour. For incidental business (e.g. notarising documents; delivering of title deeds; arranging electronic transfers of funds), we charge a Standard Administration fee, currently £50.00 + VAT. You are advised that, in certain cases, this Firm may receive introductory commission or volume discounts from other advisers and suppliers in respect of business referred. Unless otherwise agreed with you in advance, any such commission or discount will be treated as income of the Firm, and will help us to maintain a competitive level of fees.
18. **Estimates and Retainers:** Any estimate that may be given will be a probable fee based on our experience of the work you have asked us to do. If the work turns out to be more complicated or takes longer than we anticipated, then we may require to increase our estimate to take account of this. We will inform you as soon as possible about this. Sometimes, we will need confirmation of your ability to fund a transaction, and a deposit (or 'retainer') may be requested. In certain cases (e.g. where no funds will pass through our hands), we reserve the right to require a retainer equivalent to the probable fee and outlays before we will accept your instructions.
19. **Sales and Purchases of Property:** When you are selling property, we will deduct all outstanding costs together with our fees from the sale proceeds as soon as practicable after the date on which the sale is completed. We shall account to you for the balance of the sale proceeds once we are in cleared funds. Thus, if we receive a cheque from the purchaser's solicitors in settlement of your sale (settlement by solicitors' cheque being the usual form of settlement), you will not receive the sale proceeds nor will we be able to redeem your mortgage until the settlement funds are cleared in our Bank account. When you are buying property, all fees and costs will be payable by you by cleared funds no later than the date on which you become the owner of the new property. In property transactions, any work carried out after the date on which the sale or purchase is completed is liable to an additional fee at our standard charging rate (see 17). Should you, or the terms of any contract you enter into, require us to remit/

remit cleared funds to the seller's solicitors, to your lenders, or to you by electronic means, then you will be obliged to pay the Bank transfer charge incurred by us, as also our own Standard Administration fee.

20. **Land and Buildings Transaction Tax Returns:** Unless otherwise advised by you, we shall prepare any Land and Buildings Transaction Tax (LBTT) Return which is required in connection with your transaction on the basis of the information supplied by you and we shall submit the Return on your behalf to Revenue Scotland. By your acceptance of these Terms of Business, and unless otherwise expressly agreed between us in advance of settlement, we shall submit your LBTT Return on-line to Revenue Scotland and arrange to settle any tax liability you may have directly with Revenue Scotland. If for any reason, you do not wish us to submit your LBTT Return, you must notify us immediately as any delay may result in a delayed submission of your Registration Documents to the Land Register of Scotland. We require any LBTT due in respect of your transaction to be remitted by cleared funds to our client account prior to the settlement of your transaction. LBTT must be paid to Revenue Scotland either within 30 days of the date of settlement of your transaction or within 7 days of the date of submission of your return to Revenue Scotland (whichever is earlier). Failure to make payment within these time limits may result in Revenue Scotland issuing an additional charge and any charge issued by Revenue Scotland in respect of any late payment or otherwise will entirely be your responsibility. Should Revenue Scotland issue any enquiry in relation to your Return, then this shall be your responsibility. Any work which we are required to carry out in connection with dealing with such an enquiry will be subject to payment of an additional fee (see 17). We shall not be liable for any loss, damages, penalties, interest or charges which you may suffer or incur. For the avoidance of doubt, we are unable to advise you on matters relating to LBTT and should you have any doubts as to your own position you should take advice from Specialist Accountants or Tax Advisors.
21. **Rendering and Payment of Accounts:** We shall send an invoice for our fees, outlays and/or expenses to you when we, in our absolute discretion, determine it is appropriate to do so. This may be done on an interim basis where the work instructed by you has not been finalised. Details of outlays/expenses will be itemised separately. Payment of an account is due within 14 days of the date of the invoice and requests for payment of outlays incurred should be met within a similar period or earlier, if required. Interest will be charged from the 28<sup>th</sup> day on any amounts which are overdue, at the rate of 5% above the base lending rate of the Bank of Scotland. Should payment not be made when due, we reserve the right not to carry out further work for you (after intimation to you to this effect) in which case we shall issue a final account to you. If we are holding funds on your behalf, our fees, outlays and/or expenses may, at our sole discretion, be deducted from the sums held.
22. **Costs paid on your behalf:** Where fees, outlays or expenses are to be paid by us on your behalf, we will endeavour to give you details of these in advance in order that you may place us in funds before the sums are due. If however we are unable to do so, we will require to be repaid by you within 14 days of your receiving a request for payment of the appropriate sum.
23. **Client Funds:** All sums held by us for you will be retained in our client bank account with Bank of Scotland in terms of the Law Society's Rules until we are required to make payments on your behalf. Our policy is that we will not ordinarily place cash deposits in an interest bearing account. However, where the Law Society's Rules require us to invest these funds on your behalf, the funds will be placed on deposit with Bank of Scotland in a standard instant access interest bearing account. Should you/

you wish your funds to be invested in any other way, you will require to give us specific, written authority. Interest earned on funds invested will belong to you. In the event that you require us to transfer cleared funds electronically on your behalf, you will meet the bank charges involved, as well as our Standard Administration fee. The Law Society's Rules require interest to be earned for clients where this is reasonable and as a guide to what is reasonable suggest that (a) all sums in excess of £500.00 are placed in an interest earning account and (b) we account to you for all interest, irrespective of the amounts. Assuming an interest rate of 5%, £1,000 invested for 3 months would earn about £10.00 net. To cover the cost of opening a new bank account, depositing funds, uplifting funds and closing the account, we would charge our Standard Administration fee of £50.00 + VAT. This would leave you a £50.00 loss and involve us spending a good deal of time unproductively. This obviously makes no sense for either of us. The balance we propose, to ensure that where reasonable amounts of interest are earned you benefit without the firm having to spend a disproportionate amount of resources opening and closing separate investment accounts, is as follows:- we will pay interest on cleared funds, excluding any sums due in fees or expenses, where (a) the amount of interest earned would have exceeded our Standard Administration fee and (b) there are more than three working days between the funds being cleared and a cheque being paid out. Funds in excess of this amount will earn interest at the prevailing investment rates paid on a standard instant access interest bearing account with Bank of Scotland. In the absence of a written instruction to the contrary, we will not be required to open separate investment accounts for client's money, irrespective of the amount. Where the amount of money and the length of time we are to hold it makes it prudent to invest the funds in a separate account in the name of the client, our Standard Administration fee will be charged when the account is closed.

24. **Legal Aid & Legal Expenses Insurance:** This Firm does not offer Legal Aid or Legal Advice and Assistance. If you think you may be eligible for Legal Aid or Legal Advice and Assistance, you should contact a Legal Aid Solicitor or your local Citizens Advice Bureau for further advice. If you have Legal Expenses Insurance, then it is your responsibility to check with your Insurer regarding availability of cover before instructing this Firm.
25. **Independent fee assessment:** The Auditor of The Royal Faculty of Procurators in Glasgow is available to provide a completely independent assessment of a fair fee for any piece of legal work carried out for a client. On occasions, to ensure that a file has been correctly charged, we may voluntarily send the file to the Auditor. Unless otherwise agreed with you beforehand, we will in that event be responsible for payment of the Auditor's fee. Should you at any time be dissatisfied with the amount of a fee charged by us, then you are entitled to ask us to have the Auditor review your file and set an appropriate level of fee for the work done. If the Auditor reduces the amount of our original fee we will only charge that reduced amount and we will meet the Auditor's costs. If, however, the Auditor confirms that our fee is correct or fixes a higher fee, then you will be responsible for payment of the increased fee as well as for the Auditor's costs.
26. **Storage of Papers and Deeds:** We may store title deeds and other documents for you, but we reserve the right to charge you for doing so. If we propose to charge you for such a service, we shall notify you of the charges in advance. Where stored papers, wills, deeds or securities are retrieved from storage by us in connection with continuing or new instructions to us to act in connection with your affairs, normally no charge will be made for such retrieval. However, we reserve the right to make an administration charge based on time spent in retrieval and any perusal, correspondence or other work necessary to comply with the instructions given by you or/



or on your behalf. We are required by the Law Society's Rules to store clients' files for anything up to 10 years. In view of the number of cases handled by us, and in common with most other firms, we arrange to store our files for certain periods according to the matter type and then destroy them. As some of the papers in the file are your property, we wish to inform you now of our policy and give you the opportunity to request the return of your papers at the conclusion of the case. If you do require them, please let us know. If you do not, then we shall assume that you are happy for the papers to be destroyed with the rest of the file in accordance with our general policy.

27. **Deduction of Fees and Outlays at Source:** Where we receive sums which belong to you, we shall be entitled to deduct from those sums all outstanding fees and outlays before sending you the balance.
28. **Termination:** You may terminate your instructions to us in writing at any time. For example, you may decide you cannot give us clear or proper instructions on how to proceed, or you may lose confidence in our work. In these circumstances, we are entitled to keep all your papers and documents while money is owing to us. We will decide to stop acting for you only with good reason and on giving you reasonable notice. If you or we decide that we will stop acting for you, you will pay our charges on an hourly basis and expenses as set out earlier
29. **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 full payment is received by us.
30. **Distance Selling Regulations:** You should be aware that if your transaction is one which is deemed to fall within the Distance Selling Regulations currently in force, you may have a right to withdraw your instructions should you decide not to proceed, without any charge, by writing or emailing your withdrawal within fourteen calendar days from the date you received these Terms of Business. However, unless you instruct us to wait for the fourteen calendar day period to elapse before we start working for you, this will not apply, and you will be taken to have consented to our starting work for you immediately.
31. **ADR/EDR Directive 2013/11/EU:** We recognise that Alternative Dispute Resolution Regulations have implemented ADR/EDR Directive 2013/11/EU to promote alternative dispute resolution as a means of redress for consumers in relation to unsatisfactory services. We have however chosen not to adopt an ADR process and if you have any concerns about the services you receive from this firm you should contact the firm's Client Relations Consultant.
32. **Register of Controlled Interests in Land:** Under Scots law, not only the holder of the legal title must be registered, but also anyone (though there are some exceptions) who, though not holding legal title, has influence on what happens to the property. This is by virtue of the Land Reform (Scotland) Act 2016 (Register of Persons Holding a Controlled Interest in Land) Regulations 2021. Details are complex; to help us ascertain whether the 2021 Regulations apply in your case we would ask you to answer the following questions. By way of background, we would explain that, in a majority of cases, the Regulations are not in fact applicable.

(1)/

- (1) If you are a company or other entity (juristic person, legal person) established outwith the UK, is there anyone (whether an individual or not) who controls, directly or indirectly, more than 25% of the voting rights? (Notes: (i) The UK does not include the Channel Islands or the Isle of Man. (ii) The 2021 Regulations do not apply where the legal title is held by a UK-registered company).
- (2) Are you acquiring the property on behalf of a trust, or a partnership, or an unincorporated body?
- (3) Are you acquiring the property as nominee for someone else? Or will there be anyone apart from you who will be able to direct or control or influence what happens with the property (whether such a person is an individual or not)?

If the answer to any of these questions is 'yes', or 'maybe' or 'haven't the faintest idea', then please discuss with us so that we can advise you whether registration under the 2021 Regulations is required. You may be required to seek specialist advice. If, in the future, anything happens whereby someone who does not hold legal title takes on a role in which they can influence or direct or control what happens to the property, you should consult us, or other legal advisers, to determine whether a registration (or an additional registration) may be required.

33. **Dissatisfaction:** If for any reason you are unhappy about the quality of service provided, or the amount of our fees, then you should, in the first instance, take the matter up with the person with whom you have been dealing. Alternatively, should you prefer or if you feel your initial approach has not resolved the point, we would invite you to raise the matter with Austin J. Lafferty, Solicitor, of 213 Fenwick Road, Giffnock, Glasgow, G46 6JD (Telephone 0141 621 2212) whom we have appointed as our Client Relations Consultant. Mr. Lafferty will endeavour to ensure that any such complaint is fully investigated, and that you receive a detailed response within ten working days. If you are still dissatisfied you are always entitled to take the matter up with The Scottish Legal Complaints Commission (SLCC), 10-14 Waterloo Place, Edinburgh EH1 3DG (Tel. 0131 528 5111). SLCC operates strict time limits for accepting complaints, which require complaints to be made within one year of the service ending or the conduct occurring. However, the SLCC will disregard any time it considers that the complainer was excusably unaware of their concerns.
34. **Incidental Financial Business:** As we may carry out incidental financial business for you (such as the arranging of a Bond of Caution or the sale of Shares in an executry matter), we are required by the Law Society of Scotland to advise you of the following Terms of Business:-
- (a) This firm has limited its Incidental Financial Business activities, given the limited scope of activities allowed under the Law Society of Scotland's Incidental Financial Business regime.
  - (b) The firm of Blaney Carnan Solicitors is licenced by the Law Society of Scotland to carry on Incidental Financial Business under the Law Society's Rules - Practice Rule C2: Incidental Financial Business.
  - (c) The firm of Blaney Carnan Solicitors is not authorised by the Financial Conduct Authority under the Financial Services and Markets Act 2000.
  - (d)/

(d) The firm of Blaney Carnan Solicitors has Professional Indemnity Insurance under the Law Society of Scotland's Master Policy. The current level of indemnity under the Master Policy is £2m per claim. The firm of Blaney Carnan Solicitors is also covered by the Scottish Solicitor's Guarantee Fund which is a fund established under Section 43 of the Solicitors (Scotland) Act 1980 for the purposes of making grants in order to compensate persons who, in the opinion of the Council of the Law Society of Scotland have suffered pecuniary loss by reason of dishonesty on the part of a Scottish solicitor in connection with the practice of a solicitor.

(e) Any complaint which you may have about any service provided by this firm should be directed to the Client Relations Consultant, Austin J. Lafferty (see paragraph 32). Please note that you also have a right to complain to the Scottish Legal Complaints Commission, the Stamp Office, 10-14 Waterloo Place, Edinburgh EH3 3EG, telephone 0131 201 2130 and [www.scottishlegalcomplaints.org.uk](http://www.scottishlegalcomplaints.org.uk)

35. **Whole Agreement:** These terms and conditions, together with the letter accompanying them, will form the whole agreement between us to carry out the work referred to in that letter.
36. **Cancellation:** If we met with you away from our offices you have the right to cancel your engagement with the firm within 14 days without giving any reason. The cancellation period will expire 14 days after the date of our initial communication with you. To cancel, you must inform us by a clear statement (e.g. a letter or e-mail) using the contact details on our letter. To meet the cancellation deadline, it is sufficient for you to send your communication concerning your exercise of the right to cancel before the cancellation period has expired. If you requested work to be carried out during the cancellation period, you will be liable to pay for any services delivered until the point at which you cancel at the agreed rate (or if we have agreed a fixed fee then we will charge at our standard hourly rates up to the maximum value of the agreed fixed fee).
37. **Applicable Law:** These terms and conditions are governed by the Law Society of Scotland and are subject to the non-exclusive jurisdiction of the Scottish Court.