SCHEDULE 1

MORISON AND SMITH GENERAL TERMS OF BUSINESS

It is very important that you carefully read through and familiarise yourself with this Terms of Business document. If you do not understand any part of it you must ask us to clarify it for you. If you would like the Terms of Business in larger print or in another format, please ask us and we shall endeavour to comply.

The enclosed Terms of Business represent a contract between you and our firm, and our firm shall be entitled to rely on the terms of that contract should a dispute arise between you and our firm at some future time. If any of the Terms of Business are unacceptable to you then you must let us know immediately. Should you continue to give instructions to our firm then our firm shall be entitled to assume and, indeed, shall be entitled to rely on your having accepted in their entirety these of Business as forming the basis of a contract between you and our firm.

INSTRUCTIONS

(i) We are practising Solicitors in terms of the Solicitors (Scotland) Act 1980 and are regulated by The Law Society of Scotland.

(ii) As your agents, we can only act on information and instructions given to us. You should not assume that we have knowledge of any factual matters. You can instruct us either verbally or in writing, although we may ask you to confirm in writing verbal instructions given by you to us. If there are any changes in your instructions, you must notify us immediately.

(iii) We shall take instructions from you directly or from anyone authorised by you to give us instructions. 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 unless agreed expressly otherwise in writing jointly and severally liable 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.

(iv) If we are given instructions by a private limited company then, unless otherwise agreed with you in advance, it is a condition of us accepting those instructions that all of the directors of the company are jointly and severally liable along with the company for payment of our fees and outlays and any interest thereon.

(v) The transaction(s) in which we are acting on your behalf may have income tax, inheritance tax or capital gains tax implications for you. We shall not deal with nor give you any advice on any income tax, inheritance tax or capital gains tax matters and shall not advise you on the income tax, inheritance tax or capital gains tax implications of any transaction(s) undertaken by us on your behalf, whatever the nature of the transaction(s), unless you specifically request us to do so in writing and we confirm our specific and unequivocal agreement to do so in writing. You shall require to instruct your accountant, tax adviser or financial adviser to advise you on all such tax matters and on the tax implications of any transaction(s) undertaken by us on your behalf and we specifically disclaim any and all responsibility and liability in relation to such matters.

(vi) Your business shall be handled by your allocated fee earner to whom your instructions should be addressed. He/she can be contacted during the office opening hours (Monday to Thursday 9.00 AM to 5.00 PM and Friday 9.00 AM to 4.00 PM). If you have any difficulty in making contact, then you should leave a message with his/her secretary who shall pass it onto him/her for action.

(vii) In general, we cannot act for two or more parties if they have conflicting interests. You must advise us at the outset if you are aware of potential conflicts which may arise. In the event of any conflict of interest arising during the course of our actings we shall notify you of this. In certain circumstances we may have to withdraw from acting on your behalf.

(viii) 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.

(ix) The Anti-Money Laundering Regulations and Anti-Terrorist Financing Regulations require us to be satisfied as to the identity of all clients and as to the source and destination of any funds passing through this firm's hands. This may be carried out in different ways.

Important: We will not change our bank details during the course of your matter. We will not notify you of any change by email. If you receive any request to change payment details, send funds to an alternative account, or provide your bank details, you should treat this as suspicious and contact us immediately, ensuring the telephone number you are using to contact us is correct.

We cannot accept responsibility for any funds transferred to an incorrect bank account.

We may instruct Amiqus Resolution Ltd (trading as Amiqus) ("Amiqus") to undertake searches for the purposes of verifying your identity, your source of funds / wealth and / or credit checks. To do so, Amiqus may check the details you supply against any particulars on any database (public or otherwise) to which Amiqus has access (including, but not limited to, those operated by Equifax Limited, IVSX UK Ltd (trading as Comply Advantage), Onfido Ltd, TransUnion Information Group Ltd and True Layer Limited) . Amiqus and/or such other operators may also use your details in the future to assist other companies for verification purposes. A record of the search will be retained by us. We may also instruct Amiqus to monitor any changes to the data you provide in response to their searches.

Alternatively we may require each and every person instructing us to provide us with at least two forms of identification so that we may copy these for our file (i.e. **current** passport; **current** driving licence with signature and **current** address shown); utility invoice/account (gas, electricity, telephone or council tax) or bank or credit card statement, all of which must be **less than three months old**, with full names and **current** address shown). We require sight of original forms of identification and copies are not acceptable. We reserve the right to withdraw from acting for you at any time if you fail to provide us with the information requested of you and required in connection with this firm's Anti-Money Laundering Procedures. A Schedule of acceptable forms of identification is attached.

(x) The Proceeds of Crime Act, the Anti-Money Laundering Regulations and Anti-Terrorist Financing Regulations make it a criminal offence for us not to report an infringement, or any suspicion we may have of an infringement, of the Act and/or the Regulations - however small the amounts involved. We require to make a report in accordance with the relevant Act and Regulations to the National Crime Agency (NCA*).* This includes any tax evasion or fraudulent activity of which we may become aware, even if it has been committed by someone who is not a client. Our staff and partners may be subject to prosecution and possible fine or imprisonment if we fail to submit a report when we should have done so. Further, it is also a criminal offence if we tell you that we have submitted a report. In the very unlikely event that you were to tell us of an illegal act which results in financial gain (i.e. proceeds of crime), whether you are involved or not, we are legally bound to submit a report about it to the NCA. These rules override our obligations to client confidentiality and shall apply to any information we gain from or about you.

(xi) Payments by you to this firm in cash shall not be accepted where any one payment exceeds £500. No payments of cash shall be made to you under any circumstances.

Where any payment is being made by you by bank draft or by a cheque written by a bank or building society on your behalf (as opposed to your own cheque from your account signed by you), other than for payment of fees and VAT, the Law Society of Scotland provides that we must have written evidence that the sums have been withdrawn from your own account. We would, therefore, require written confirmation of this from your bank or building society or, alternatively, we would require to see your account passbook/statement.

If the payment is to be made by cheque from a third party or from an account which is not in your name, other than for payment of fees and VAT, the Law Society of Scotland provides that we must have evidence of identity for the holder of the account on which the cheque is drawn. We shall require to see the originals of any documents requested by us.

We confirm that we require to see all of this evidence whenever there is presented to this firm a bank draft or cheque drawn on a third party's account. We confirm that we cannot present a bank draft or third party's cheque for payment without this evidence, and the bank draft or third party's cheque shall simply be returned to you. You should note that your business may be delayed in these circumstances and that you require to accept the financial and other consequences which might arise through any such delay.

At the early stages of any transaction you shall be asked to confirm the method by which the transaction is to be funded. If there are any changes to the method of funding at any time during the course of the transaction, we reserve the right to withdraw from acting on your behalf or to delay completion of your business. In these circumstances you require to accept the financial and other consequences which might arise through any such delay. An additional fee may also be charged in these circumstances.

(xii) Under no circumstances shall we make any payments of monies due by you to third parties, unless we have received, and acknowledged and agreed to implement in writing, properly signed mandates from you authorising us to make such payments. However, we reserve the right to refuse to implement any mandates authorising or instructing us to make payments to third parties. Any monies due to be paid to you by us shall be paid to you by cheque issued in your own name only or by electronic bank transfer in which case you are responsible for ensuring the accuracy of bank account information provide to us and we shall have the right to charge £35 plus VAT for each bank transfer.

CHARGES

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(i) We shall account to you for all payments paid by you to us or on your behalf and shall credit your account with any money received on your behalf. Interest may be payable to you in certain circumstances. Any funds held by us on your behalf shall be deposited with Bank of Scotland plc. If you wish any funds which we hold on your behalf to be deposited with a different bank, then you shall require to give us specific written instructions to that effect which we will consider but we do not guarantee we will be able to accept

(ii) Where, at the outset of a matter, we have agreed a fixed fee with you in writing, that fixed fee shall apply to the work and scope of services expressly covered by that agreement. The charging structure set out in this section and the Schedule of Fees below shall not apply to work covered by an agreed fixed fee, except to the extent that the written fixed fee agreement expressly provides otherwise.

Where no fixed fee has been agreed with you in writing at the outset of the matter, fees are charged on the basis of time spent on the work, including all meetings with you and third parties in connection with the transaction, all correspondence with you and third parties in connection with the transaction, time spent perusing and/or revising documents etc. This work shall be charged at an hourly rate. In addition, charges shall be made for all letters, documents and other work based on a unit value calculated relative to our hourly rate.

Our basic hourly rate is £350 plus VAT, which hourly rate shall be increased annually on the 1st January each year by 5%. This may be restricted (or in certain circumstances increased) by prior agreement with you.

A unit is 6 minutes, there are 10 units in one hour, and therefore the value of one unit is £35.00 based on the hourly rate of £350.00.

Unless a fixed fee has been agreed with you in writing at the outset, your transaction will be charged on the basis of the charging methods (plus VAT at the standard rate) set out in the following Schedule of Fees.

SCHEDULE OF FEES

(A) CHARGES

(A unit is 6 minutes, there are 10 units in one hour, and therefore the value of one unit is £35.00 based on the hourly rate of £350.00). The following unit charges will apply:

- Letter per page or 125 words or part thereof – 1.25 units
- Drafting of deeds, Minutes of Agreement, Inventories, Missives etc. – per page of 250 words – 5 units
- Drafting standard or pro forma documents – 3 units per page
- Revising Deeds, Minute of Agreement, Inventories, Missives etc. – ½ of the drafting fee
- Completion of forms – 1 unit per page
- Phone calls up to 6 minutes – 1 unit per call
- Phone calls over 6 minutes – time-based charge
- Time otherwise occupied – 10 units per hour
- Drafting Executry Petition – 10 units
- Registering A Deed/Will – 3.25 units
- Attaching a docquet – 3 units

(B) Commissions (Executry/Trusts business)

The following commissions shall apply where no fixed fee has been agreed in writing at the outset of the matter. Where a fixed fee has been agreed in writing, the commission provisions below shall not apply to work covered by that fixed fee unless the written fixed fee agreement expressly provides that a commission is also payable.

Funds held in banks, building societies, insurance policies etc.:

- 1% on the first £30,000.00
- 0.5% on the remainder

Sale of Shares:

- 1.5% on the first £30,000.00
- 1% on the next £30,000.00
- 0.75% on all sums higher than £60,000.00

(C) Transaction-based Charges

The following transaction-based charges shall apply where no fixed fee has been agreed in writing at the outset of the matter. Where a fixed fee has been agreed in writing, these transaction-based charges shall not apply to work covered by that fixed fee unless the written fixed fee agreement expressly provides that a transaction-based charge is also payable.

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- Executries - ½% on the total of the charge in the final accounts which is the sum of the original estate plus any gain plus any additional estate and revenue plus posts, telephone calls and incidents – 5%
- Executry Sale – ½% of the total value of the transaction plus posts, telephone calls and incidents – 5%
- Commercial Property Sale/Purchase – 1% of the total value of the transaction plus posts, telephone calls and incidents – 5%
- Commercial Leases – 1% of the total rent payable for the duration of the Lease plus posts, telephone calls and incidents – 5%
- Sale or Purchase of Business – 1% of the total value of the transaction plus posts, telephone calls and incidents – 5%
- Residential Property Sale – ½% of the total value of the transaction plus posts, telephone calls and incidents – 5%
- Residential Property Purchase – ½% of the total value of the transaction plus posts, telephone calls and incidents – 5%

The commissions and transaction-based charges set out above shall apply where no fixed fee has been agreed in writing at the outset of the matter and shall be payable in addition to charges calculated by reference to time and units, together with applicable outlays and VAT. Where a fixed fee has been agreed in writing at the outset, the fixed fee shall apply in accordance with the terms of that agreement and the commissions and transaction-based charges shall not apply unless expressly provided for in the written fixed fee agreement.

Where additional work is required outside the scope of the instructions upon which the relevant commission, transaction-based charge or estimate was based, such additional work shall be charged at the applicable hourly or unit rate and in accordance with the commissions and transaction based charges set out above.

(D) Additional Work and Changes to Instructions

Our fees are calculated on the basis of the instructions and scope of work provided to us at the commencement of the transaction. Where you subsequently change, extend or add to your instructions, or where additional work is required as a result of additional parties, properties, assets, documentation, negotiations, correspondence, searches, enquiries, applications or other work outside the scope of the original instructions, such additional work will be charged at our applicable hourly or unit rate.

Where additional work is required to meet a particular completion date, deadline or other timescale, the additional work undertaken will be charged at the applicable hourly or unit rate.

Where you fail to provide information, documentation or instructions within a timescale required for the proper progression of the transaction and this results in additional work being undertaken by us, that additional work will be charged at our applicable hourly or unit rate.

We shall endeavour, where reasonably practicable, to notify you where it becomes apparent that additional work is likely to result in a material increase in the fees.

(E) Client identification

As noted above we require to verify the identity of all clients and in certain circumstances other parties connected to the matter such as giftors, trustees etc. We shall charge a fee of £35 plus VAT for each person or entity whose identity we require to verify. If the identification process requires additional work beyond the standard identification process, that additional work shall be charged at our applicable hourly or unit rate and, where reasonable practicable, we shall notify you in advance.

(iii) Any estimate given shall be for probable fees based on our experience of the general amount of work in typical transactions of the type involved. This estimate is not binding, however, and, unless we have agreed a fixed fee with you, our fees shall be charged in terms of paragraph (ii) above. Any estimate given shall also be based upon the scope of work, information and instructions available to us at the date of the estimate.

Where no fixed fee has been agreed in writing at the outset, the fees will be calculated in accordance with paragraph (ii) and the Schedule of Fees above. Where the scope of work changes, further instructions are received, additional work becomes necessary, or the amount of work required exceeds that contemplated by an estimate, the additional work shall be charged at the applicable hourly or unit rate or, where applicable, in accordance with the relevant commission, transaction-based charge or other charge set out in the Schedule of Fees.

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Where a fixed fee has been agreed in writing at the outset, that fixed fee shall apply only to the work and scope expressly covered by the written agreement. Where circumstances arise requiring work outside that agreed scope, the additional work shall be charged separately at the applicable hourly or unit rate or, where applicable, in accordance with the relevant commission, transaction-based charge or other charge set out in the Schedule of Fees, unless otherwise agreed in writing.

We shall endeavour to keep you advised of any such changes.

(iv) Our fees may be independently assessed by a Law Accountant or Auditor of Court and you shall require to pay the Auditor or Law Accountant's costs as well as our own fees. Whether or not our fees have been independently assessed by the Auditor or a Law Accountant, you are entitled to require our file to be assessed (known as "taxation") by the Auditor of Court if you are not happy about the fees charged or already assessed. In such a case where the file is passed to the Auditor of Court for taxation, the Auditor shall fix what he considers to be fair and reasonable fees in all the circumstances, including those factors outlined above. The Auditor can fix fees higher or lower than the fees charged or already assessed. If they are lower, then we shall pay the cost of taxation. If, however, he fixes higher fees or confirms the fees as charged or already assessed, then you shall be responsible for those fees as well as the Auditor's costs.

(v) Along with our fees, we shall issue (where appropriate) a statement detailing financial dealings on your behalf. This shall include outlays which may have been incurred. Where outlays have been incurred, we shall require repayment of them within seven days of receipt by you of a request. Fees (including interim fees) shall require to be paid within l4 days of demand. Failure to make payment may result in interest being charged at the rate of 8% per annum. Any estimate given shall also detail the amount of V.A.T. and an estimate of the probable outlays.

(vi) Outlays over £50 shall require to be paid to us before they are due to be paid out by us. We may require you to make payments to account of fees, to settle fees and repay outlays during the course of the transaction. Any sums held on your behalf shall be applied towards interim fees which we may raise at any point during your transaction and you shall be expected to pay any balance within 14 days of demand. Interim fees shall not necessarily be exhaustive in their reflection of the work done to date of the interim fee, as a detailed account itemising all work carried out on your behalf is only prepared once the matter is completed. We often send our files to a Law Accountant for feeing and, therefore, it may be inappropriate for your file to leave our office while the matter is still ongoing.

(vii) In the event of a request being made by us for payment to account of fees, or of payment of an interim fee or outlays, and that payment not being made, we reserve the right to decline to act any further for you and the full amount of work up to that date shall be charged to you. Although it may be that some other person agrees to, or is ordered to pay your costs, you shall remain personally liable for payment of all fees and outlays as and when they become due until such payment is received from that person. We are not able to postpone payment of our account by you in the hope that it is likely to be, or that it should be, met by someone else. Additionally, if another person is ordered to pay your costs (e.g. where the matter involves court proceedings) you shall not necessarily recover from that person the full amount of costs incurred on your behalf. The costs payable by another party in court proceedings depends on a number of factors applied by the court in determining the level of costs recoverable. If the other party is in receipt of Legal Aid you may not be able to recover your costs at all. Where a matter does not proceed to completion you shall still remain liable for all fees and outlays incurred by us on your behalf.

(viii) From time to time we pay a percentage of our fees to introducers who refer clients to us and by instructing us you consent to us doing so in your transaction. The actual amount paid may vary from case to case. If you require more information or do not wish us to do this for your transaction, please advise our Leona Murphy, Cash Room Partner, in writing.

(ix) In the event that a file has to be audited. The file will be sent to the Law Accountant and the cost of the audit will be met by the client or in the case of an executry file will be met by the estate.

(x) Where necessary we may make a monetary payment on your behalf without recourse to you. Where we do so there will be a charge of £35 + VAT .

(xi) In the event that we require to submit a Land and Buildings Transaction Tax (LBTT) return on your behalf there will be a charge of £75 + VAT payable by you.

SPECULATIVE ACTION CASES

(i) Where we have agreed to investigate a claim with a view to deciding whether or not we are prepared to act on a speculative (i.e. no win no fee) basis, you shall not be charged a fee for the work carried out on your behalf if we decide that we cannot proceed to act on a speculative basis. We cannot pay outlays incurred on your behalf during this preliminary investigation stage. You must pay for any such outlays. You shall only be charged a fee for the preliminary investigative work if

(a) we decide to act on a speculative basis and you are subsequently successful in your claim

or

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(b) we decide to act on a speculative basis and you decide not to take up our offer.

(ii) Where we act on a speculative (i.e. no win no fee) basis you shall be charged no fee unless your action is successful. To enable us to proceed on this basis we shall require you to enter into a Speculative Action Agreement. All Speculative Action Agreements with us are subject to our clients taking out legal expenses insurance. This shall require you to pay an insurance premium. If your case is unsuccessful, then you shall not be charged for any work done by us on your behalf. If your case is successful, then you shall be bound to sign any authority requested of you authorising payment of any sum recovered to ourselves in order that we can deduct our fees and outlays. If we agree to act on a speculative basis full details of the procedure and fee charging arrangements shall be sent to you.

LEGAL EXPENSES INSURANCE

You should be aware that many motor and house insurance policies have legal expenses cover. You may have legal expenses cover without realising it as it is often an add-on to your policy. The provision often covers the legal expenses you will incur in a range of situations, such as motor accident, personal injury claims, contract disputes, property disputes, employment disputes and other civil law matters. It is your responsibility to check if you have legal expenses cover for the particular matter in which we are instructed. It is important that we know at the outset if you have such cover. If you have not advised us that you have legal expenses cover, we shall require to look to you personally for payment of our fees. Please note that if you are applying for legal aid to raise court proceedings you shall also be asked at that stage if you have such cover. If you wish to pass to us your policies and schedules at this stage, we can check the position for you.

GENERAL

(i) Where the matter gives rise to court proceedings on your behalf, only fees directly relating to the court action (known as "judicial expenses") are potentially recoverable from the other party in the event of a successful claim. Meetings with you and certain correspondence will not be recoverable. Unless we agree otherwise, we shall charge you in accordance with our schedule of fees and any judicial expenses recovered at the end of the transaction will either be offset against fees incurred or, if you have paid our account in full, refunded to you.

(ii) In the event of you failing to pay our professional fees and/or any outlays we incur on your behalf we shall be entitled to hold any papers and titles (lien) until the account is settled.

INCIDENTAL FINANCIAL BUSINESS

As we intend or may intend to carry out incidental financial business for you, we are required by The Law Society of Scotland to advise you of the following Terms of Business: -

(i) This firm is licensed by The Law Society of Scotland to carry out incidental financial business activities. These activities are limited in scope. For example, the financial advice provided may be provided by a firm of stockbrokers or by an independent financial adviser. This firm shall **not** comment on their advice.

(ii) This firm is not authorised by the Financial Services Authority under the Financial Services and Markets Act 2000.

(iii) This firm is covered by Professional Indemnity Insurance under The Law Society of Scotland's Master Policy and also the Scottish Solicitors Guarantee Fund. The current limit of indemnity on the Master Policy is £2 million. The Guarantee Fund has unlimited liability.

(iv) Any complaint which you may have about any service provided by this firm shall be made by you directly to Leona Murphy, notwithstanding that you, in addition, have a right to complain to The Scottish Legal Complaints Commission, 12-13 St Andrew Square, Edinburgh, EH2 2AF (Tel. 0131 201 2130).

MISCELLANEOUS

(i) This firm is covered by Professional Indemnity Insurance in relation to our dealings on your behalf in respect of any loss insured arising therefrom as a result of a negligent act or omission. Where any loss is suffered by you as a result of the services we provide, our total liability to you (whether on a contractual basis or otherwise) shall be limited to a maximum of two million pounds sterling.

Where any loss is suffered by you as a result of the services we provide, for which we would otherwise be liable with any third party, the extent to which such loss shall be recoverable by you from us, as opposed to the third party, shall be limited so as to be in proportion to our contribution to the overall fault for such loss, as agreed between the parties, or in the absence of agreement, as finally determined by a court (ignoring for these purposes the ability of the third party to pay or any limitation of liability that you might have agreed with such third party).

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We shall not be liable for loss of profits or any indirect or consequential loss or damage arising from or in connection with the services we provide, nor shall we be liable for any loss or damage arising from or in connection with any default or other act or omission on the part of any bank or other financial institution with which money has been deposited in connection with the services we provide or otherwise on your behalf or at your discretion.

(ii) Our aim is to provide an efficient service, but if you are unhappy about any aspect, then please discuss your concerns in the first instance with Leona Murphy. If the matter cannot be resolved then you are always entitled to refer it to The Law Society of Scotland, Atria One, 144 Morrison Street, Edinburgh, EH3 8EX (Tel. 0131 226 7411).

(iii) Any complaint which you may have about any service provided by this firm shall be made by you directly to Leona Murphy, notwithstanding that you, in addition, have a right to complain to The Scottish Legal Complaints Commission, 12-13 St Andrew Square, Edinburgh, EH2 2AF ((Tel. 0131 201 2130).

(iv) The nature of legal work, particularly court work, often makes it difficult to estimate precisely how long something shall take to complete. When we discuss your requirements at the outset we shall 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.

(v) Information provided to us shall be dealt with in confidence and shall only be disclosed to parties authorised by you or as required by The Law Society of Scotland or any other authorised body.

(vi) These terms and conditions, together with the letter accompanying them and any enclosed schedule of costs, shall form the whole agreement between us to carry out the work referred to in that letter. The terms and conditions of this agreement are governed by the Law of Scotland and are subject to the exclusive jurisdiction of the Scottish Courts.

(vii) The foregoing terms of business are subject always to our obligations under the Anti-Money Laundering Regulations and Proceeds of Crime Act referred to above.

RIGHT TO CANCEL

If you are an individual instructing us outside of your trade, businss craft or profession then under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 you have the right to cancel this contract within 14 days without giving any reason. The cancellation period will expire after 14 days from the day of receipt of the letter of engagement. To exercise the right to cancel, you must inform us, by contacting us as set out at the start of these Terms of Business, of your decision to cancel this contract by a clear statement (for example a letter sent by post or e-mail).

If you cancel this contract in such a way, we will reimburse to you all payments received from you under this contract. However, if you requested us to begin the performance of services during the cancellation period, you shall pay us fees in respect of the services which have been performed until you communicated to us your decision to cancel the contract. You shall also pay us in respect of disbursements and expenses and VAT.

LEGAL AID

We shall act on a legal aid basis only in certain limited types of cases. You should not assume that even if you might qualify financially for legal aid that we shall be acting on your behalf under the legal aid scheme. We shall make it clear to you if we are acting for you under the legal aid scheme, some details of which follow.

The Scottish Legal Aid Board can provide funding for legal advice and 'representation' (a solicitor putting their case in Court or other proceedings) for people who qualify. This may be free, or you may have to pay a contribution towards the cost of your case.

- First, there is **advice and assistance**. This helps pay for advice from a solicitor on any matter of Scots law, either civil or criminal. (For example, to try to settle a dispute for you without going to Court.) However, it does not normally cover 'representation' - that is, putting your case in a trial or other proceeding. In special circumstances, it may cover your solicitor representing you; this is called ABWOR - assistance by way of representation.

- Second, there is **civil legal aid**. This provides funding for your solicitor to take your case to Court. It covers the preparation work, as well as the hearing itself, and can provide funding for advocates and experts if they are needed. (Most cases begin with advice and assistance, and civil legal aid may be the next step, if necessary.)

Advice and Assistance

To qualify for **advice and assistance**, you must show that both your income and your capital are within the current financial limits set by the Scottish Parliament.

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When we finish giving you advice and assistance, our account shall be paid:

(a) first, from any contributions you pay;

(b) second, from any costs your opponent pays;

(c) third, if the first two are not enough, from any property you win or keep (this is known as 'clawback');

(d) fourth, if the first three are not enough, by the Scottish Legal Aid Board.

Civil Legal Aid

To qualify for **civil legal aid**, you must show that your income is within the current financial limits set by the Scottish Parliament, and that your capital is not likely to be enough to cover the costs of your case. (You shall also have to satisfy the Scottish Legal Aid Board that you have a legal basis for your case and that it is reasonable for public funds to be used for your case).

You may be entitled to Legal Aid but be required to pay a contribution towards your expenses.

Bear in mind that you may have to pay a contribution for advice and assistance and a contribution for civil legal aid.

Your contribution to your legal expenses shall be assessed by the Scottish Legal Aid Board. Your contribution can be paid by up to 20 months instalments.

If you apply for civil legal aid, we shall estimate how much your case is likely to cost.

- If this estimate is less than the amount that the Scottish Legal Aid Board decided you are able to pay in contributions, they may reduce the amount of the contributions they ask you to pay.

- However, if the case ends up costing more that our estimate, you shall still have to pay the full amount the Scottish Legal Aid Board calculated originally, or the sum of our account, whichever is less.

You may get some of your contribution back if the case costs less than the Scottish Legal Aid Board expect, or if the Scottish Legal Aid Board get back some of the costs from your opponent.

'Special Urgency' Contributions

In certain circumstances, we may be able to do urgent work on your behalf in Court before the Scottish Legal Aid Board make a decision on your legal aid application. However, you may have to pay the Scottish Legal Aid Board a contribution for this work, even if you decide not to go ahead with the case, or your application for legal aid is unsuccessful. Any contribution the Scottish Legal Aid Board ask for shall be based on your ability to pay, so you must give the Scottish Legal Aid Board the information they need to work out how much you can pay. If you don't give the Scottish Legal Aid Board this information, you may have to pay the whole cost.

You can usually pay any contribution in instalments.

What else you might have to pay

If you are granted civil legal aid, then at the end of the case the Scottish Legal Aid Board shall pay our account. However, to cover the costs of the case, the Scottish Legal Aid Board shall use:

(a) first, any costs paid by your opponent(s);

(b) second, any contribution you have to pay to the Scottish Legal Aid Board;

(c) third, if the first two are not enough, part or all of any money or property you win or manage to keep as a result of your case;

(d) fourth, if these first three are not enough, the Scottish Legal Aid Board shall pay the remainder.

This means that as well as any contributions you have to pay, if you win or keep money or property, the Scottish Legal Aid Board may take some or all of this money to cover any shortfall between what the Scottish Legal Aid Board have paid out in your case and what the Scottish Legal Aid Board have received. This is sometimes called 'clawback'. We have outlined later in this note some of the clawback provisions. If your case relates to money or property, then you need to know more about 'clawback'. You can learn more about clawback by contacting the Scottish Legal Aid Board for a copy of their leaflet on this.

You should also understand that legal aid does not mean that your opponent's costs are covered. If you lost your case, the Court may order you to pay some or all of your opponent's costs.

Important: We will not change our bank details during the course of your matter. We will not notify you of any change by email. If you receive any request to change payment details, send funds to an alternative account, or provide your bank details, you should treat this as suspicious and contact us immediately, ensuring the telephone number you are using to contact us is correct.

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If you are worried about this, or anything else to do with your case and how legal aid would affect you, you should ask us for further clarification. You can also get more information on all aspects of civil legal aid from the Scottish Legal Aid Board leaflet "Civil Legal Aid - Information For Applicants", which we shall give you before you apply.

Payment of contributions

If you are required to pay a contribution, the Scottish Legal Aid Board shall normally allow you to pay in instalments. Most contributions based on income can be paid over a period of up to 20 months. If your contribution is based on your capital, the Scottish Legal Aid Board shall normally ask you to pay this in a lump sum.

As well as qualifying financially for civil legal assistance you shall also have to meet other tests relating to your case before you can be granted civil legal aid, and these are explained in more detail in the Board's leaflet, "Civil Legal Assistance - A Simple Guide".

What does it mean to "recover or preserve property"?

If, as a result of the case, you get some money or property that you did not own before, or you manage to keep some money or property that someone tried to take from you, this is called recovering or preserving property.

What is clawback"?

To cover some or all of the costs of your case, the Scottish Legal Aid Board might have to take some of the money or property you have recovered or preserved. This is called clawback. The reason for this is that as public funds have been used to pay for your case it is important that these are repaid. This places the person receiving legal aid in the same position as someone paying privately for their legal assistance.

How shall we know if clawback is going to affect my case?

Clawback applies only in cases about money or property. For example, in divorce cases the Court often has to decide how to divide money or property that you and your spouse own jointly, such as the house, endowment policies or pension, or you might be seeking a lump sum from your spouse. In other cases, you might be trying to get compensation or damages for injury.

How does clawback work?

At the end of your case, the Scottish Legal Aid Board shall pay us for all the work we have done for you. The Scottish Legal Aid Board shall then seek to get back as much of that money as possible from three sources:

(a) First, from any award of expenses made by the Court against your opponent or obtained by us as part of a negotiated settlement to your case. Please discuss the question of expenses with us, because if your opponent does not pay them the Scottish Legal Aid Board shall not be able to refund any contribution you have paid. And the Scottish Legal Aid Board may have to ask you to pay some of the costs of the case from the property you have won or kept;

(b) Second, from any contribution the Scottish Legal Aid Board have asked you to pay;

(c) Third, and only as a last resort, from any property you have won or managed to keep.

The Legal Aid clawback provisions are complicated.

Further information can be obtained from us or from the following leaflets issued by the Scottish Legal Aid Board:

(i) Civil Legal Aid - Information For Applicants

(ii) Civil Legal Assistance - A Simple Guide

(iii) Do we Qualify Financially For Advice And Assistance And Civil Legal Aid?

(iv) Civil Legal Aid - What You May Have To Pay At The End Of Your Case If You Win Or Keep Money Or Property.

These can be obtained by contacting the Scottish Legal Aid Board, Thistle House, 91 Haymarket Terrace, Edinburgh, EH12 5HE, Tel No: 0131 226 7061, or by downloading them from their web site address: www.slab.org.uk.

Future Communications

We act on behalf of many of our clients over many years and, accordingly, we may communicate with you by mail or other electronic means in the future with information that may affect your personal, family, employment or business affairs and explain the potential

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impact on you. We may also explain our work, experience and services in various areas of the law and offer our services to you as an existing client on special promotional rates. If you do not wish to receive these communications, please let us know. You can do this by letter, phone, email, fax or in person at any time.

Email Communications

In the course of carrying out your instructions we may communicate with you via email. You should be aware that the internet is not a secure medium and we cannot guarantee the security or integrity of such communication despite the industry-standard checks we carry out on all emails. If you require a greater level of security, you should confirm this in writing to us at the outset of your transaction.

Data Retention

(a) (i) Data Retention Period

As your solicitor, we will retain your data for the recommended minimum retention periods in respect of different types of legal work as set out in the Law Society of Scotland guidance:

Simple Debt Collection

Ten years after final completion i.e. after the time for appeal has elapsed.

Divorce and consistorial matters

Ten years after final completion, e.g. after maintenance, residence and contact orders, etc, have ceased to have effect, or children have reached majority.

Civil court cases

Ten years after completion.

Executries

Files will be retained for the period which is the later of:

(i) Twenty years after the date of the approval of the "final" accounts of the executry; or

(ii) Two years from the death of the deceased's spouse or civil partner (if applicable)

Continuing trusts

Ten years after the termination of the Trust.

Conveyancing transactions (including Commercial Conveyancing transactions)

Purchase: Ten years after completion

Sale: One year later after completion (i.e. after implementing Letter of Undertaking; dealing with any funds retained; and after Missives have ceased to have effect).

Company work

Ten years after completion.

Other correspondence files

Five years after completion of the business.

In the event of your wishing to exercise your right of erasure, we will only delete your data if the minimum retention period has been exceeded. Please let us know if you wish to receive details of the minimum retention periods.

(ii) File Retention Costs:
We are required to retain correspondence files for varying durations in line with the Law Society Rules and Regulations for up to 20 years depending on the nature of your transaction and as a result we charge a correspondence file storage fee of £50 plus VAT to cover our costs if we require to retain your file for one year or more.

(b) Destruction of paper files
You consent to the destruction without further warning of all physical files and papers on expiry of our minimum data retention period in accordance with relevant guidelines produced from time to time by the Law Society of Scotland or 5 years from completion of the work carried out on your behalf whichever is later.

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(c) Exercise of Right of Erasure ("right to be forgotten")

In the event that you wish to exercise your right of erasure, we will be pleased to comply with your request provided the last transaction movement or ledger entry of your last transaction or case has exceeded our minimum retention periods. If you wish to exercise your right of erasure you must write to us to advise us of this (we will not accept such instructions verbally or by email or telephone). Your instructions to us must also be signed by all parties involved in a transaction or case.

(d) Privacy Statement

We have prepared and published a Privacy Statement on our website (www.morisonandsmith.com). Our Privacy Statement sets out the lawful basis of processing your data (which, in the case of our representing you or acting on your behalf in a legal matter, is the Contract constituted by these Terms of Business/Engagement) and sets out your rights in relation to that data. If you cannot access our website, please ask us to send you a paper or digital copy of our Privacy Statement.

(e) Disclosure of data to third parties

We are bound to protect and keep confidential your data, but inevitably, to enable us to properly represent your interests and conduct business on your behalf, we have to disclose some information to third parties. Some examples of such third parties are other solicitors, the Registers of Scotland, the Courts and Tribunals in Scotland or elsewhere, the Office of the Public Guardian, Insurance Companies, other financial institutions, HMRC and Revenue Scotland. This is not an exhaustive list but merely an indication of the range and extent of third parties to whom your data is disclosed.

We also instruct third parties to process data on our behalf. Where we do so, such third parties are bound by the terms of Article 28 of the GDPR in respect of their data processing contract with us. Our Privacy Statement lists those third parties who will process your personal data on our behalf.

By instructing us, you consent to us disclosing such information as is reasonable and necessary for the purpose of carrying out your instructions.

(f) Alternative Dispute Resolution

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 Care Partner, Leona Murphy.

(A) Lending Titles or other documents to another solicitor:

Where Morison and Smith are asked to lend Titles or other documents to another solicitor a fee shall properly be charged for such lending to cover both the delivery and the return of the documents. If more than three documents are lent, a fee for an Inventory may properly be charged. Any fee charged shall be fair and reasonable and shall be determined at the discretion of Morison and Smith on a case-by-case basis at the time depending on the time spent, the cost for the delivery and return of the documents and the length of any Inventory prepared.

(B) Delivering documents in response to a Mandate:

Where files or documents are delivered by Morison and Smith to another firm in accordance with your written instructions or a Mandate, a fee shall properly be charged including a fee for an Inventory if more than three documents are delivered. No charge shall be made for delivering such papers directly to you as a client or former client, but any outlay incurred in posting or delivering by courier shall properly be recovered from you. As the fee is payable for delivering material, it shall only be chargeable once the material has been sent. Any fee charged shall be fair and reasonable and shall be determined at the discretion of Morison and Smith on a case-by-case basis at the time depending on the time spent, the cost for the delivery of the documents and the length of any Inventory prepared.

SCHEDULE 2

REQUIREMENTS TO COMPLY WITH ANTI-MONEY LAUNDERING REGULATIONS

The Anti-Money Laundering Regulations require us to be satisfied as to the identity of all clients and the source and destination of any funds paid to us. To enable us to meet these requirements, **We require you** (if you have not already done so in relation to this matter) **to let us have at least two forms of identification, all as detailed in this Schedule.**

For identification purposes, we require you to supply us with documentary evidence. The documents which are acceptable are as listed below. **Each document must show your current address. Documents which show your former address(es) are not acceptable. Please note that we require at least one document from each List and items in List 2 must be dated within the last three months.**

We require sight of the original forms of identification and copies are not acceptable. The originals shall be copied by us and immediately returned/handed back to you.

You require to attend personally at our office bringing the required documents with you so that we can copy the documents and return them to you.

We reserve the right to withdraw from acting for you if you fail to provide us with the information requested of you and required in connection with our firm's obligations under the Anti-Money Laundering Regulations and Proceeds of Crime Act.

LIST 1

Full National Passport

Full National Driving Licence

Armed Forces ID Card

Signed ID Card of employer known to us (e.g. North Lanarkshire Council, Scottish Power)

Pensioner's Travel Pass

LIST 2 **(All of these items must be dated within the last three months)**

Gas, Electricity or Telephone Invoice

Mortgage Statement

Council Tax Demand

Bank or Building Society or Credit Card Statement

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SCHEDULE 3

It may be that you already have a Will and this is held elsewhere other than this office. If this is the case and you are happy for your existing Will to be held in its current location then we apologise for troubling you in this regard. If you wish us, however, to hold any existing Will for you, we would be happy to do so, and you should contact us so that we can make the appropriate arrangements.

If you do not have a Will then this may be an appropriate time to consider having a Will prepared. Alternatively, if you do have a Will, you may consider this an appropriate time to consider having its' terms reviewed to see if they meet with your current requirements. We would always advise clients to consider from time to time, and certainly on any significant event, whether the terms of their Wills meet their current needs. We can advise you that in certain very limited circumstances it can in fact be beneficial not to have a Will. If this was to be your considered choice then we would caution you to seek advice on this.

There are, however, many benefits to having a Will and we thought that we would highlight some of these.

The person signing the Will is called the testator. The testator appoints someone to administer the estate on death. This person is called the executor. Normally two people are named initially, with the second person being the alternate in the event of the first named predeceasing or being unwilling or unable to act. The choice of executor is extremely important as the executor can have quite wide powers in relation to the estate. These powers can last over a lengthy period, particularly where sums are left to children under 16. Where there is no Will then the law provides who is to act as executor, generally based on the same principles as succession, and there is no choice in the matter. Further, when the inventory of the estate is lodged with the court, and there is no Will, the court usually requires a Bond of Caution. A Bond of Caution is an insurance policy insuring that the person who is appointed to administer the estate does so properly and honestly. A Bond of Caution can cost several hundred pounds. This is not required where there is a Will and the deceased has already chosen an executor.

Within a Will a testator can provide for specific legacies and these can by either monetary legacies or property legacies. This means that items which may not have significant financial value, but are of sentimental value, can be left to particular individuals.

Wills which we have prepared in the past have often contained fairly complex provisions relating to the family home. This is particularly the case where there are children still residing within the family home. These provisions can take into account a situation where it is not desired that the family home be immediately sold because, for example, a child or a number of children wish to remain within the family home. There are many permutations which can be considered in a situation such as this.

Trust provisions can be incorporated giving some control on how the estate is distributed to children, the age at which it is to be distributed to them, and the conditions on which it is distributed. The executor is often also the trustee, and will have powers as defined in the Will, to invest the estate, make payments to account to beneficiaries, and to make payments for the maintenance, education, or benefit of the beneficiaries for whom the trust estate is held. An estate does not have to be of significant size for a trust to be created. Often very modest estates have trust provisions to deal specifically with payments to children under 16, 18, 21 or 25.

A Will is an ideal opportunity to appoint guardians of young children in the event of both parents dying. This can give peace of mind and avoids there being any dispute over who would care for young children.

It is common for the testator to make provisions for their remains and, indeed, make specific funeral instructions within their Will.

There are many other matters which can be provided for within a Will and we have simply outlined some of the more common ones.

Historically Wills were often offered as a free 'add-on' for clients when selling or purchasing property. We are of the view that this downgrades the importance of having a Will and, in offering such an arrangement, the Will being prepared may not be the most comprehensive or may not be drawn in terms most beneficial to the clients. A Will can contain many provisions for many eventualities and we believe that great care must be taken in providing Wills to suit clients' particular needs. We are prepared to restrict the fee which we would charge for a preparation of a Will, where the Will is being prepared at the same time as your conveyancing.

If you wish to discuss the matter with us then please contact us.