client guide

Terms and Conditions of Business



macleod & maccallum

www.macandmac.co.uk

EXPERIENCE TO MEET YOUR NEEDS

We are a Limited Company and have served clients in the Highlands and Islands and beyond for almost 60 years. We are one of the largest legal practices in the North of Scotland, with considerable experience in most areas of legal services. We are members of the Law Society of Scotland and are subject to the Society's professional rules.

COMMITTED TO QUALITY

We operate quality control systems which ensure the highest levels of advice and representation for our clients. A Director or Associate has overall responsibility for the performance of your business, and may be supported by a qualified solicitor, a trainee solicitor, a paralegal, or other staff in providing the service to you. Normal client contact may be with a member of staff other than the Director or Associate. However, all staff work under the supervision of a Director or an Associate. This ensures quality and continuity of service and provides a balanced view on the work concerned. All correspondence relating to client business is signed or approved by a Director or Associate, with the exception of routine clerical matters.

We adhere to the Law Society of Scotland's Standards of Conduct and Standards of Service for Solicitors in Scotland. These standards can be viewed at **www.lawscot.org.uk.**

CONFIDENTIAL AND SECURE

Information provided by or relating to clients is treated as strictly confidential and will not be disclosed to any third parties, unless authorised by the client or as required by law.

Any discussions between solicitor and client, including any written material, are generally confidential but if these disclose possible criminal activity, past, present or intended, including money laundering, benefit fraud, bribery or tax evasion, we are required by law to report this to the National Crime Agency and prohibited from advising the client at that time that we are doing so.

We will use your personal data in different ways, including making you aware of services that we provide which we think may be of interest to you. We may also contact you regarding the provision of financial advice through Tweed Wealth Management, a company we work closely with. To learn more about the ways in which we process personal data, please see our Privacy Notice, which can be viewed on our website or a printed copy supplied to you on request.

Client accounting and database information is retained on computer. Security copies are updated regularly and held in a secure location. Title deeds, Wills, correspondence and other documents are stored in secure locations and copies of Wills and certain other documents are retained electronically.

Money is held on behalf of clients in accordance with and subject to the Accounts Rules and other regulations of the Law Society of Scotland. When required by the Accounts Rules, or otherwise as appropriate, we will deposit funds with Bank of Scotland plc. If you wish funds to be deposited in a different bank, you will require to give us specific instructions to this effect.

We will not provide our full account details in correspondence, either by letter or email, and you should telephone us to directly verify any details given to you.

As a Macleod & MacCallum client, you are entitled to receive information from us about news, events and promotions. If you prefer not to receive this type of information from us, please let us know.

OUR OFFICE HOURS

We are open from 9am to 5pm, Monday to Friday and remain open during lunchtime.

Consultations can be arranged outwith office hours, or at weekends, and at your place of business or home. Whenever possible it is advisable to make an appointment in advance. We have direct dial, voicemail and email facilities to assist your contact with us.

INSTRUCTING US TO ACT

You may instruct us verbally or in writing. We may require you to confirm verbal instructions in writing and/or at a meeting. Please tell us immediately if you decide to change your instructions, as we can only act on the information and instructions you provide.

Please do not assume that we know all about your personal circumstances. We would always rather have too much information than too little.

Instructions to act on behalf of a limited company, limited partnership, partnership or other body must be given by a director, member, partner or other appropriately authorised person. Unless otherwise agreed in advance, it is a condition of our accepting those instructions that all those instructing us are jointly and severally liable as individuals, along with the company, limited partnership, partnership or other body, for the payment of our fees and disbursements.

It is your responsibility to keep us informed of any change in your personal details, including contact and banking details. We reserve the right to charge a fee for tracing you if you do not tell us about a change in your address.

SCOPE OF ADVICE AND LIABILITY

The scope and extent of the advice and work which we will carry out for you, together with the details of how our fees are calculated will be set out in writing. Unless specifically referred to, we will not deal with any registrations in the Register of Persons Holding a Controlled Interest in Land nor do we provide advice on tax or environmental matters, and we have no liability to you for advice or failure to advise on these matters.

Unless specifically agreed with you in writing, our liability to you in connection with any matter is limited to £2,000,000 or, if higher, the current amount of cover provided by the Law Society of Scotland's Master Policy for Professional Indemnity Insurance.

HOW DO WE CHARGE OR ESTIMATE?

Wherever possible, we will provide you with either a fixed fee or an estimate for a specific transaction. Any estimate of fees may have to be altered if the work turns out to be more complicated, different, or takes longer than anticipated. We will inform you as soon as practicable, in writing, about any alteration to a fee estimate.

When it is not possible to provide you with a fixed fee or an estimate, we will render fees on the basis of chargeable time spent by us in carrying out your instructions and on occasions we may ask a law accountant to assess the fee.

For certain types of work, we will issue you with a Fee Charging Policy, which will form part of these terms and conditions.

If you require a same day electronic transfer of funds you will be charged an administration fee.

If at any point you decide not to proceed, we reserve the right to charge a fee for the work carried out up to that point.

PAYMENT OF FEES

We may require confirmation of your ability to fund the transaction and our charges, and we may ask you for a deposit or prepayment of fees. You should let us know if you think our fees may be paid through legal expenses insurance.

If you think you may be eligible for financial assistance under the Scottish Legal Aid Scheme please let us know.

We issue accounts at regular intervals, or at the conclusion of the specific item of work undertaken. Payment is due within 30 days of the date of account.

If the work being undertaken places a client's funds in our control, any fees due and/or outstanding expenses or disbursements due by that client may be deducted and/or paid before we account to the client for the remaining balance.

You will remain personally liable for payment of all fees, VAT and disbursements together with any interest charged from the date at which such sums become due until payment is received.



This remains the case even if some other person agrees, or is ordered by the court, to pay your costs. Unless specifically agreed with you, we are unable to postpone payment of fees, VAT and disbursements incurred on your behalf in the hope that they will be, or should be, met by someone else.

We may receive a commission or other payment from third party providers of searches, reports or other services, which may be instructed by us in connection with your business. We may pay a commission to a third party if they have referred you to us.

As a matter of law, we are entitled to retain any papers, correspondence, title deeds or other documents held on your behalf until all sums due to us have been settled.

Where we retain a small credit balance following conclusion of a matter, if the address or contact details provided by you are found not to be current, then we may dispose of such a balance to the KLTR or a registered charity of our choice, in accordance with the Accounts Rules. For larger balances held, further steps may be undertaken to trace you, for which a reasonable fee may be levied.

We may charge interest on fees that are overdue for payment. You will be notified of the applicable rate. We reserve the right to charge a reasonable fee for any time we spend corresponding with you about an unpaid invoice Our VAT registration number is 265 6522 46.

HOW DO WE DEAL WITH EXPENSES?

We may have to incur or pay disbursements or other expenses on your behalf. We may request you to pre-pay these, or to reimburse us within seven days of receipt of a payment request.

HOW LONG WILL IT TAKE?

In many cases, the nature of legal work makes it difficult to estimate precisely how long it will take to complete. We will try to give you an indication of the likely timescale for completion of the business at the outset. However, the time taken is often directly affected by the level of co-operation we receive from third parties outwith our control. For example, it may suit the other side to delay a dispute as long as possible. It is in our interest - as well as our client's - to complete work quickly and efficiently. However, it is your business. Please ask for a progress report if you have not had recent contact with the person dealing with your business.

CAN WE ACT FOR BOTH PARTIES?

Under the rules of the Law Society of Scotland we may be able to act for both parties in a transaction in certain circumstances.

We will advise you at the outset of the transaction if we are acting for both parties, at which stage you can let us know if you are unhappy with such an arrangement. If an actual conflict of interest arises during a transaction, we may have to cease acting for either or both clients, and refer them to other solicitors.

PROFESSIONAL INDEMNITY INSURANCE

As required by the Law Society of Scotland, we maintain professional indemnity insurance under the Society's Master Policy for Professional Indemnity Insurance. This worldwide cover is provided by a panel of insurers, the lead insurer being Royal & Sun Alliance plc.

Additional cover may be taken to reflect the scale and nature of specific transactions.



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HOW DO YOU MAKE A COMPLAINT?

If you are unhappy about any aspect of our services, or the level of fees charged, you should first raise the matter with the member of staff or Director conducting your business. If still dissatisfied, please contact Peter F. Mason, our Client Relations Director, who will ensure that any complaint is fully investigated. Clients are always entitled to refer any complaint to the Scottish Legal Complaints Commission, 10 - 14 Waterloo Place, Edinburgh EH1 3EG (www.scottishlegalcomplaints.org.uk).

The SLCC operates strict time limits for accepting complaints, which usually require complaints to be made within three years of the service ending or the conduct occurring.

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 chosen not to adopt an ADR process, and if you have any concerns about the services you receive from us you should contact our Client Relations Director.

For full details of how we deal with complaints, please see our Complaints Procedure, which can be viewed on our website or a printed copy supplied to you upon request.

THE AGREEMENT BETWEEN US

These terms and conditions of business form an agreement between you and Macleod & MacCallum, unless modified in writing by us. They may be relied upon by either party, unless you notify us to the contrary within seven days of the date of the accompanying correspondence.

For further information please contact us at:

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T: 01478 611336

Macleod & MacCallum is the trading name of Macleod & MacCallum Limited registered in Scotland, Company No. SC491745

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