

OUR OFFICE OPENS AT 9.30 AM MONDAY TO FRIDAY & CLOSES AT 5pm (1pm on Friday)

1. General

These are the general terms and conditions under which Ross Rogers & Co Ltd ('The Firm') undertake legal work for clients. These are subject to any amendments set out in any Letter of Engagement issued by us confirming our instructions to act in a particular matter. PLEASE PAY PARTICULAR ATTENTION TO PARAGRAPH 6 WHICH OUTLINES THE BASIS OF OUR OWN CHARGES.

2. Hours of opening

PLEASE NOTE THAT ANY FACE-TO-FACE MEETINGS ARE STRICTLY BY APPOINTMENT ONLY. WE DO NOT ARRANGE OUR OFFICE HOURS TO CATER FOR ATTENDANCE AT OUR OFFICE WITHOUT PRIOR ARRANGEMENT. STANDARD OFFICE HOURS ARE NOT NECESSARILY MAINTAINED. IF YOU ARRIVE FOR AN APPOINTMENT TOO EARLY YOU MAY FIND THE OFFICE IS CLOSED. PLEASE ADHERE TO APPOINTMENT TIMES GIVEN. Appointments can be arranged for early morning or early evening in addition to appointments within ordinary office hours.

3. Instructions

Instructions may be given verbally or in writing. If instructions are given verbally, written confirmation may be requested. Any changes to instructions should be intimated immediately. In the absence of written instructions to the contrary the following assumptions are made:-

- Where instructions have been given to act on behalf of more than one person, any one of the persons involved may provide instructions binding the others
- Where the client is a partnership, any one of the partners may provide instructions binding the partnership
- Where the client is a limited company, any of the directors may provide instructions binding the company
- If we have already commenced work on your matter, unless you advise us to the contrary in writing you agree that these terms and conditions apply retrospectively to the date upon which our work on your behalf commenced
- **Please note that in property transaction cases we are also accountable to the mortgage lender for the way in which the business is conducted. In those cases you are not the sole client of the practice**
- We regret we are unable to make payment to any third party from sums held on your behalf

4. Management of your business

Your files with us are managed jointly by Chris Rogers and Louise Harvey. Either can be contacted on the telephone numbers and email addresses provided to you. Please note that, in the event that you receive a voice mail message when calling, you should leave a message. It is unnecessary to call us repeatedly. Your call will be returned that day without fail or earlier if required.

E mail communication:- Your permission will be procured to communicate with you by email. Any request by you that we desist from emailing at certain times or circumstances must be intimated by you to us in writing. We endeavour to respond to emails received from you within 24 hours.

5. Timescales

An estimate of the time it will take to complete your business will be given at the outset. It is important to bear in mind that this is an estimate. There can be numerous matters outwith our control which can have a bearing on matters. The involvement of third parties, particularly large organisations, can delay the outcome considerably.

It should be noted that compliance with any dates after completion of your business such as renewal of licences, exercise of lease break clauses etc is your responsibility. If our assistance is required with such it is incumbent on you to seek that assistance.

Please note that in cases involving administration of the estate of a deceased person (executry) it is best practice not to distribute the estate any earlier than six months from the date of death.

6. Fees

Any work carried out by us will be charged on one of the following bases:

- An initial budget is agreed in terms of our discussions. The cost will not exceed that budget without further discussion with you.*
- A quotation for fees. Please note that such fixed fee quotation may require to be increased in the event that matters transpire to be of greater complexity than anticipated.*
- Any estimate provided by us can be subject to revision and is not a commitment to carry out the work for that fee*
- In the absence of either of any the foregoing the time charge for Mr Rogers is £200 per hour. A charge reflecting the responsibility and value elements is added to those time charges. The audit to which we refer below will be invoked if agreement on our charges cannot be reached*
- In executry cases (winding up estates), high value cases and cases which become complex, labour-intensive and time consuming our files are sent to an independent auditor who will assess the fee properly chargeable. A certificate will be produced vouching this. The audit fee is paid by you. Please note that, in many of such cases, it is not possible to provide an accurate estimation of cost. The charges reflect the time spent on the matter and the responsibility and value involved. The basis of charging is as outlined in the preceding paragraph.*
- There will be additional charges levied in respect of high value/international bank transfers effected by us on your behalf.*

VAT and outlays are added to any fees.

We reserve the right to request a payment in advance of outlays to made on your behalf and, in extended matters, to submit interim accounts. We also reserve the right to decline payments in cash

*Payment is due on or before completion of the transaction in conveyancing purchase and lease transactions. Otherwise payment is strictly fourteen days from the date of any invoice issued. Fees and outlays will be deducted from the proceeds in any sale or executry transaction. Interim fees can be charged and deducted. **We do not currently offer a credit or debit card facility.***

7. Limitation of liability

We shall incur no liability to you as a consequence of inability to execute your instructions as a result of matters beyond our reasonable control. For the avoidance of doubt we are not accountable for the failures of third parties involved in your business e.g. lenders, government bodies or other firms of solicitors.

The aggregate liability of The Firm to you in contract, delict, under statute or otherwise for any loss, damage, cost or expense suffered by you arising out of each engagement in which you have instructed us, howsoever caused, including any alleged negligence by us shall not exceed two million (£2,000,000) pounds sterling

8. Your files

*All work products and documentation developed by us during the course of the work carried out for you will be, and remain the sole and absolute property of The Firm.
Your papers in relation to the matter are stored by us for a period of ten years following conclusion of your business with us. They are thereafter destroyed.*

9. Incidental Financial Business

We are licensed by the Law Society of Scotland to carry on incidental financial business under the Solicitors (Scotland) (Incidental Financial Business) Practice Rules 2004.

10. Money Laundering

Money Laundering Regulations

We are required by law to take certain steps to verify the identity of our clients before we act for them. This will apply even if we have acted for you in the past. Could you please therefore provide your date of birth to enable us to carry out these checks digitally

Our acceptance of the engagement is conditional upon these checks being successfully completed. Please note that we may be unable to progress your instructions until we have these checks completed

We also require to establish both the source of any funds provided by you to us and the way in which you have come into possession of those funds. This means that we require to have evidence of the account from which the funds have come and verifiable evidence from you of the way in which the money reached your account. We realise that these enquires may seem intrusive but they are required of us as a matter of law. We must have written evidence on our files that any funds you provide are not proceeds of crime.

We would underline the fact that we are required to report any reasonable suspicion which we may have about the source of funds provided by you for any particular transaction to the Serious Organised Crime Agency (SOCA). Subject to legal privilege we are required to report to them any reasonable suspicions which we may have about any criminal activity on your part or indeed on the part of others connected to any transaction or proceedings on which we are instructed. If we make such a report we are obliged not to inform you until authorised to do so by the NCIS nor can we proceed with your business. We cannot advise you as to why we are unable to progress your transaction or case. NCIS have seven days to make a decision about whether or not we can proceed with the work in hand and thereafter it can impose a further thirty day holding period. It is vital therefore that at the outset of your dealings with us you provide us with full frank and clear instructions.

11. Cyber security

Please be aware of cyber-fraud. We shall never invite you in an email to change the details of a destination bank account.

Bank details will only be provided by us face-to-face, by fax, or on the telephone

If you receive any communication purporting to come from us, changing these details, DO NOT act upon that but report the matter to us by telephone.

12. Excluded advice

Please note that the following areas are specifically excluded from the advices provided by us: taxation law; investments; any simplified procedure court actions

Mention may be made by us of certain aspects of these areas nonetheless you must seek separate, independent advice from specialist advisors relative to these matters.

13. Complaints

Any complaints by clients, former clients or third parties relative to the service which we provide should be directed in writing to Chris Rogers, the Client Relations Partner. Please note that consequent upon any such complaint, the matter may be handled on our behalf by our own nominated solicitors.

In the event that a complaint cannot be resolved it can also be referred, as a matter of law, to the Scottish Legal Complaints Commission (SLCC) 10-14 Waterloo Place, Edinburgh, EH1 3EG regarding the manner in which the work is being, or has been, carried out, or the conduct of the person or persons executing the work. Please note that the SLCC operates strict time limits for acceptance of complaints. Any complaint must be made within three years of the service ending or the conduct occurring. Please note that the SLCC will disregard any time it considers you were excusably unaware of any grounds of complaint

14. Scope of work

The work we shall carry out is the sale of your existing property and purchase of new property.

I

Print Name

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- a) accept the foregoing terms and conditions as client(s) Ross Rogers & Co*
- b) have read and accept the Data Protection Privacy Notice issued to me/us as client(s) of Ross Rogers & Co*
- c) have been made aware of and approve the Data Protection Policy exercised by Ross Rogers & Co*

Signed

Date

PRIVACY POLICY

Data Protection: Under GDPR this firm is a Data Controller. Data Protection Policy is at www.rossrogers.co.uk Data Retention Policy is at www.rossrogers.co.uk.

If you are a client or if we hold personal information of yours, please direct any question/instruction/complaint to chris@rossrogers.co.uk/ call Ross Rogers & Co 0141 647 9771, or write to Ross Rogers & Co Solicitors, 221 Main Street, Rutherglen, Glasgow .

[Ross Rogers & Co - Privacy Notice - Client](#)

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What we need

Ross Rogers & Co Limited, a company incorporated under the Companies Acts (Company Number:- SC320014) and having its Registered Office at 221 Main Street, Rutherglen, Glasgow trading as Ross Rogers & Co Solicitors and Estate Agents ("Ross Rogers & Co") will be a "controller" of the personal information that you provide to us:

- a) when you instruct us to act on your behalf;
- b) in this form; and/or
- c) through our website www.rossrogers.co.uk

unless otherwise stated in this privacy notice

When you become a client of Ross Rogers & Co, we will collect, store and use the personal information that you provide to us in your instructions and during the course of our mutual solicitor/client relationship. We may ask you for additional personal information during the course of our solicitor/client relationship, which shall be collected, stored and used in accordance with this privacy notice.

When you become our client we may also collect, store and use additional personal information relating to you. We may share or obtain this information from other persons and/or agencies which we will either list here:

LIST of Data Processors with whom we will/may share personal data: Registers of Scotland; Revenue Scotland; searchers; other solicitors; Office of the Public Guardian Scottish Courts Service/McDonald Law Accounting Services/By the Book Accounting Services

OR/ we will inform you by further notice when we obtain this information.

Why we need your personal information – contractual purposes

We need to collect our clients' personal information so that we can perform our service agreement with you/carry out your instructions as client to us as solicitors. We will use our clients' personal information to:

- *provide clients with legal advice, including by communicating with you by email, letter and/or telephone, and by other electronic or personal means;*
- *represent clients as their solicitors in connection with the relevant case, transaction or other legal business;*
- *respond to and communicate with clients regarding their questions, comments, support needs or complaints, concerns or allegations in relation to, we will use clients' personal information to investigate any complaint, take disciplinary action,*

communicate with our regulatory authority or law enforcement or other statutory bodies; and

- *carry out clients' active and particular instructions.*

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

Why we need your personal information – legitimate purposes

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

- *promote our services by sending clients communications with information for upcoming events and legal updates;*
- *invite clients as guests to our events; and*
- *deal with any other legitimate interests and details of uses of personal data.*

Where we process your personal information in pursuit of our legitimate interests, you have the right to object to us using your personal information for the above purposes. If you wish to object to any of the above processing, please contact chris@rossrogers.co.uk, and/or telephone 0141 647 9771 and/or write to Ross Rogers & Co, Ross Rogers & Co Solicitors and Estate Agents, 221 Main Street Rutherglen, Glasgow G73 2HH and we will attempt to resolve any issues you have.

NOTE: If we comply with your objection, this may affect our ability to undertake the tasks above for the benefit of you as a client.

Why we need your personal information – legal obligations

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

- *requirements of the Law Society of Scotland for solicitors www.lawscot.org.uk – Ross Rogers & Co is regulated by the Law Society of Scotland under the Solicitors (Scotland) Act 1980 and other legislation;*
- *Anti-Money Laundering statutes, laws and regulations to which we as individual solicitors and a firm of solicitors registered with and regulated by the Law Society of Scotland and otherwise under said legislation etc. are subject; and*
- *any other applicable legal requirements including tax legislation.*

How we protect your personal information

Your personal information is stored on our electronic filing system and our servers based in the UK (indeed on our own premises) and is accessed by our staff for the purposes set out above.

The following paragraph does NOT apply (under explanation that our servers and offices that hold/store clients' personal data electronically and on paper are in Scotland only):

We are required to transfer your personal information outwith the EU for the purposes of [insert details – for example, entering athletes into competitions, booking travel arrangements for training camps, etc.]. Where your personal information is transferred outwith the EU, we will provide you with information regarding the safeguards that we have put in place with the recipient country to protect your personal information.

How long we keep your personal information

We keep our clients' personal data for as long as permitted by clients. We will review and possibly delete your personal information following a period of at least 5 years after you have ceased to be our client. This is to meet the regulatory requirements and obligations of Ross Rogers & Co and its solicitors, to meet the needs of clients whose data may be required for additional legal work or instructions which can only adequately be carried out with reference to said data and data history; and to protect clients who may be the subject of litigation, diligence, regulatory action or investigation after completion of the legal work carried out by Ross Rogers & Co.

We have a data retention policy (See www.rossrogers.co.uk that sets out the periods for retaining and reviewing all information that we hold. This sets out different retention periods for different types of work, and clients can request a copy by contacting us at chris@rossrogers.co.uk or phone 0141 647 9771 or write to Ross Rogers & Co, Solicitors 221 Main Street, Rutherglen, Glasgow.

Your rights

You can exercise any of the following rights by writing to us at chris@rossrogers.co.uk or telephone 0141 647 9771 or write to Ross Rogers & Co, Ross Rogers & Co Solicitors 221 Main Street, Rutherglen, Glasgow

Your rights in relation to your personal information are:

- *you have a right to request access to the personal information that we hold about you by making a "subject access request";*
- *if you believe that any of your personal information is inaccurate or incomplete, you have a right to request that we correct or complete your personal information;*
- *you have a right to request that we restrict the processing of your personal information for specific purposes; and*
- *if you wish us to delete your personal information, you may request that we do so.*

Any requests received by Ross Rogers & Co will be considered under applicable data protection legislation. If you remain dissatisfied, you have a right to raise a complaint with the Information Commissioner's Office at www.ico.org.uk.