



Wright, Johnston & Mackenzie LLP

Terms of business

Updated May 2018

1. Introduction

1.1 These terms of business, and any engagement letter we send regarding the work we are to do for you, together set out the contract between us. If there is any conflict between these terms and the engagement letter, the latter will apply.

1.2 In these terms of business “you” means the person who is our client, or if there is more than one person, those people who together are our client. Where the client is more than one person they will be jointly and severally liable for our fees. We will identify who our client is in the engagement letter. “We” means Wright, Johnston & Mackenzie LLP and its successors. “Partner” means a member of Wright, Johnston & Mackenzie LLP.

2. Our Service to you

2.1 Our responsibility is to help you achieve your objectives and this involves us helping you to anticipate and articulate your needs. We shall be in regular contact with you and shall strive to communicate using understandable language.

2.2 The work will be dealt with by a solicitor (whether a partner, associate or assistant solicitor), legal executive, trainee solicitor or paralegal. We will introduce those who are working for you and advise you if any changes become necessary. Additional lawyers or support staff may work on a matter to increase efficiency, add expertise or reduce cost and we will try to avoid duplication or unnecessary charges.

2.3 Unless otherwise stated in the engagement letter, our role is to act as your legal adviser and we do not advise on the commercial or financial viability of transactions.

2.4 We are happy to advise you on the law and legal procedures applicable in Scotland and to advise on compliance with EU law applicable in Scotland. We do not offer any advice on foreign law or its effect, except in relation to employment matters, corporate and property transactions and certain private client work in England.

2.5 If we need to engage other professionals on your behalf (such as Counsel, lawyers in another jurisdiction, accountants or expert witnesses) whether in the UK or abroad, we will do so as your agent. We shall choose wisely but we cannot be responsible for any act or omission of such

a professional unless we have otherwise agreed in writing.

2.6 Unless otherwise agreed in writing by us, our advice is solely for your benefit and must be kept confidential. You may not rely on it except for the purposes of the matter to which it relates, or disclose it to any third party unless we agree that you may do so, or you have a legal duty to disclose it. Our advice may not be used or relied upon by any third party without our prior written consent.

2.7 We have no liability for the content of any draft document or for any action that you take or refrain from taking on the basis of a draft document prepared by us.

2.8 Unless otherwise stated in the engagement letter, we do not advise on tax related issues.

3. Property transactions

3.1 In property transactions, please advise us of the level of investigation you require to ascertain whether there are environmental risks associated with the property (such as contamination or flood risk). The person dealing with your matter will be pleased to advise you further about the issues involved.

3.2 Scottish Land and Building Tax including the Additional Dwellings Supplement may be payable on a property transaction. For this purpose a complex return must be submitted within 30 days of the transaction completing (and in certain circumstances before the transaction is completed). You must provide us with the details necessary for completion of the return and you must pay us the amount of any tax payable 14 days before settlement of the transaction. A separate charge may be made for this work.

4. Your contribution

4.1 We can only do our work for you on the basis of information you have provided. We will achieve the best results for you if you give us as much information as possible at the outset. Please tell us as soon as you can of any changes in your objectives or circumstances, or if you receive new and relevant information. At worst, we may have to stop acting for you if you do not do so, in which case we will charge you for all work done up to the time we stop acting.

4.2 If you are instructing other advisers in the matter we are dealing with (rather than us

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doing this on your behalf), please ensure they understand the importance of any deadlines set and ensure that they provide us with information required in time to meet those deadlines.

- 4.3 Where the client is a Limited Company or a Limited Liability Partnership the client will require to identify the person or persons authorised to instruct us throughout the matter and we may seek written guarantees.

5. Ending instructions

- 5.1 You may terminate your contract with us in writing at any time. We will however be entitled to keep all papers, data and documents as described in paragraph 9.4 while there is money owing to us for charges and/or expenses and outlays to that date together with any future costs to which we are committed on your behalf.

- 5.2 If we have good reason, for example if you do not pay a bill or if you are not prepared to accept the advice which we give or if a conflict of interest arises, we must withdraw from acting for you. Where circumstances permit, we will give you reasonable notice that we cannot continue to act. If we are acting for you in relation to court or tribunal proceedings we will notify the court or tribunal (at your expense) that we are withdrawing from acting.

- 5.3 You will also be responsible for any charges and expenses arising from our ceasing to act for you or the transfer of work to another adviser of your choice. Your file of papers and electronic records will only be released to another adviser on payment of all fees and expenses incurred up to that date.

6. Responsibility for fees

- 6.1 You are ultimately responsible for the payment of our fees, even if a court orders the other side to pay part or all of your expenses or if another person has agreed to do so. Our method of charging is set out below.

- 6.2 We will discuss with you how, when and by whom fees are to be met, including in appropriate cases, alternative funding methods such as "No win – no fee" or insurance. Except in very limited cases we do not undertake work which is funded by legal aid. If you have not already done so, please discuss with us whether you might have the benefit of legal expenses insurance under an existing policy, for example household insurance or employee benefits.

7. Fees, expenses and billing

- 7.1 In some cases we can agree a fixed fee or a fee calculated in accordance with an agreed formula. Where this is not appropriate, our fees will be related to the time we spend on the matter and we will take into account the value of the transaction, the degree of skill and communications by letter or email required, the urgency and complexity of the matter and other relevant factors. The time element will include meetings, travelling, considering, preparing and working on papers, researching the law and discussions with you and other parties whether by phone or in person. Unless zero-rating or an exemption applies, we must add VAT to our fees and at the rate applying when the work is done. Our VAT registration number is 2603134/03.

- 7.2 The hourly rates of our lawyers and legal executives are based on the seniority and expertise of those involved. Rates are periodically reviewed and we will advise you of any changes. We keep detailed records of time spent, recorded in five minute units.

- 7.3 We will explain where the urgency of the instructions or the deadlines of a case require an additional amount of time to be spent in dealing with the matter quickly. This may result in an increased charge.

- 7.4 We will do our best to give an estimate of the fees from time to time.

- 7.5 You may set an upper limit on the fees for which you may be liable without further authority. If that limit is agreed at the outset we will not exceed it without telling you beforehand and discussing alternative arrangements with you.

- 7.6 We will also ask you to reimburse any payments which we make to third parties on your behalf, for example Scottish Land and Buildings Tax or court fees. Such payments are known as outlays. We do not normally charge for photocopying, printing or faxing but reserve the right to do so in appropriate cases. We will make a separate charge for money transmission fees, travelling costs and similar expenses. Where applicable, VAT will be added to outlays.

- 7.7 We shall be entitled to deduct fees and outlays from any funds held by us for you or received by us on your behalf. We will account to you for such deductions.

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8. Payment on account of fees and outlays

8.1 We may require a payment in advance in respect of fees and outlays. We will place any such payment in a client account and apply it together with interest earned against bills as they are rendered. Unless otherwise agreed, we will not normally incur a liability to pay a third party on your behalf unless we hold money to cover the cost.

9. Billing arrangements

9.1 Unless otherwise agreed in writing the bill is payable on presentation. You must pay in sterling or such other currency as may be agreed with us.

9.2 In some areas of work it is appropriate that the bill should be submitted at the end of the transaction. However in most matters we will send you an interim bill for our charges and outlays at the end of each month or such other period as we agree with you while the work is in progress and will submit a final bill on completion of the work. Any interim bill rendered will be the only and final bill for charges and so far as possible, outlays incurred during that period, unless otherwise stated. We will endeavour to include all outlays in our final bill to you but sometimes that is not possible. If we receive invoices for such items after the final bill we will send an additional invoice to cover them.

9.3 We reserve the right to charge you interest on the unpaid sum, from the date on which we submit the invoice to the date of final payment at the rate of 1.5% per calendar month above the base rate from time to time of The Royal Bank of Scotland plc.

9.4 We have a legal right to retain any money, papers or other property belonging to you which comes into our possession until you have paid us for the work we have done, whether or not we acquired the property in connection with the matter concerned. This is known as a general lien.

9.5 We accept payment by credit card or debit card for payment of fees and outlays. If you wish to pay by this method, please contact our credit control department. There may be an additional charge for payment by credit card to reflect transaction charges imposed on us by our banks.

10. Interest on clients' money and commissions

10.1 Any money held or received by us on your account is placed in our Client Account. We will account to you for

interest in accordance with our professional rules. However we will not pay interest on money we retain after we have rendered a final bill to you, if the retention is made to cover unpaid expenses and outlays.

10.2 We do not normally receive commission from building societies, insurance companies, stockbrokers or financial advisers but if we do we will credit the amounts received against our fees or pay any commission we receive to you, unless we agree with you in writing that we may keep it.

10.3 Money we hold for you will be lodged on an account or accounts with one or more of the following banks: Clydesdale Bank plc, Lloyds Banking Group, The Royal Bank of Scotland plc, Allied Irish Bank.

10.4 We will confirm to you on request in which of these banks your money is deposited. If you wish your money to be deposited in a specific bank, you must instruct us accordingly. Funds may be placed in a pooled account which allows interest to be paid to you at market rates while also generating a return for us. The pooled account does not contain your name in the title but funds will be held in accordance with the Law Society of Scotland Accounts Rules.

11. Liability of Wright, Johnston & Mackenzie LLP

11.1 Our duty of care

11.1.1 The instructions you give us create a contract between you and Wright, Johnston & Mackenzie LLP for the provision of services to you, in return for which you agree to pay our fees. We have a duty to work for you with reasonable skill and care.

11.1.2 There is no contract between you and any of our Associates (as defined below). Any advice given to you or any work done for you by any one of our Associates is given or done on our behalf and not in his or her individual capacity. No such person assumes any responsibility to you for advice or work. Accordingly, you agree that if, as a matter of law, any of our Associates would otherwise owe you a duty of care that duty is excluded from our contract with you. You agree not to make any claim or take any action personally against any of our Associates for any matter arising out of the provision of services to you. This does not alter or reduce any liability that Wright, Johnston &

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Mackenzie LLP may have to you for any claim you wish to make. Such claim may be made only against Wright, Johnston & Mackenzie LLP.

11.1.3 We shall not be liable for any consequential or indirect losses which arise out of the work we do for you such as, amongst other things, loss of anticipated revenues, loss of profits, loss of business opportunities, loss of goodwill or damage to reputation (whether or not it might have been foreseeable at the commencement of the matter).

11.1.4 We shall not be responsible for any loss or damage arising from the unauthorised interception, re-direction, copying or reading of emails, including any attachments. Although we use virus scanning software we are not responsible for any computer virus or damage to your computer system arising from our electronic communications with you.

11.2 Limitation of claims

11.2.1 Unless otherwise agreed in relation to any particular matter, the total liability of Wright, Johnston & Mackenzie LLP and our Associates to you, and (if any duties are held to be owed to them) to any of your Associates arising out of or in connection with any one claim shall be limited to the amount stated in our engagement letter, or if no amount is stated, to £5 million, whether made by you or any third party, inclusive of interest and legal and other costs.

11.2.2 These limitations will apply to any loss, however caused, including financial or economic loss but will not apply to exclude our liability for fraud, reckless disregard of professional obligations, or for death or bodily injury caused by our negligence. The figure of £5 million, or that stated in our engagement letter, has been selected after balancing the risks from the work we expect to undertake for you and the fees that you will pay.

11.2.3 Our liability for any loss or damage suffered by you as a result of breach by us of our terms of engagement or of negligence in the course of providing our services shall be limited to a just and equitable proportion of the total loss or damage having regard to the extent of your responsibility and that of any other party known to you who may also be liable in respect of it (and regardless of the ability of such person to make payment).

11.2.4 Where providing our services involves working with others, including other professional firms who limit their liability in any way, our own liability shall be limited to an amount which would have applied had the other not so limited its liability.

11.2.5 Subject to the provisions of this clause 11.2, we will not be liable for any losses that you sustain by reason of a banking failure.

11.3 For the purposes of these terms of business "our Associates" are individual partners, officers, employees of Wright, Johnston & Mackenzie LLP and "your Associates" are all your related or associated companies or entities, and the partners, members, shareholders, officers, employees or consultants of you or of any related or associated company or entity.

12. Confidentiality

12.1 We will keep all information relating to your affairs confidential and we will not disclose your confidential information to others. If, on your authority, we are working in conjunction with other professional advisers instructed by you (either directly or through us), we will assume that we may disclose any relevant aspect of your affairs to them.

12.2 We may also disclose information about you and your affairs to third parties if:

12.2.1 you agree we should; or

12.2.2 it is within the scope of our instructions to do so; or

12.2.3 it is in accordance with our data protection policy outlined below; or

12.2.4 we are required to do so by law, by our insurers or by our professional rules.

12.3 Recent legislation on money laundering and terrorist financing has placed solicitors under a legal duty in certain circumstances to disclose information to Serious Organised Crime Agency. Where a solicitor knows or suspects that a transaction on behalf of a client involves money laundering, the solicitor is required to make a money laundering disclosure.

12.4 If, while acting for you, it becomes necessary to make a money laundering disclosure, we are not able to tell

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- you that a disclosure has been made or the reasons for it.
- 12.5 We have no obligation to disclose to you confidential information about other clients.
- 12.6 If we are required for any reason (whether during the course of a matter or after it has ended) to disclose documents or to give information relating to a matter or your affairs pursuant to a court order, notice or demand served by an entity or person with the authority to compel such disclosure, then we shall comply. We will be entitled to be paid by you for the cost of such compliance at our hourly rates. If any documents or information may be subject to solicitor/client confidentiality we will let you know and advise you of the opportunity to waive confidentiality. If you decide not to waive confidentiality and this is challenged, we will be entitled to be paid by you for the work we do and the outlays we incur in preserving confidentiality on your behalf.
13. **Conflict of interest and our other clients**
- 13.1 We act for a large number of clients, including clients that may have or acquire interests contrary to yours. You agree that if any does, that will not of itself prevent us continuing to act for you and those other clients. This will not, however, obviate the need for us to consider our professional obligations and commercial position in relation to instructions from you and from other clients.
- 13.2 Our professional rules mean that we may have to stop acting for you if there is a conflict between your interests and those of any other client or of ourselves. Subject to our professional rules, we cannot be prevented from advising other clients, including clients whose interests may now, or in the future, be contrary to your own.
- 13.3 If you are more than one person, and a conflict of interest arises between any of you which we consider affects our ability to act for all or any of you, we may (subject to our professional rules) decline to act or cease acting in any specific part of our services to which the conflict relates, or to cease acting for some or one of you and to continue acting for the others.
- 14 **Communication**
- 14.1 We will communicate with you at the address, fax, email or telephone number provided by you, unless you ask us to use a particular address. Please tell us if you would like the envelopes to be marked in any way.
- 14.2 Please note that data we send by email is not normally encrypted. Email travels over the public internet and is subject to its shortcomings. After a message has left our server we cannot guarantee that it will remain confidential nor when, or whether, the message will arrive. If you do not want us to communicate by email on your matter, whether with you or with others, please advise the person dealing with your matter.
- 14.3 We take steps to protect the integrity of our computer systems by screening for viruses on emails sent and received. We expect you to do the same.
- 14.4 Communications to or from our telephone and computer systems may be monitored for compliance purposes and to ensure we provide efficient and effective client service.
15. **Storage of papers and documents**
- 15.1 On completing the work, we will store our file of papers and electronic records (except for any papers that you ask to be returned to you) for no more than ten years after the date of the final bill we send you for the matter, on the understanding that we have your authority to destroy them thereafter.
- 15.2 We are willing to store your deeds, wills and other documents. We do not charge for this service. However, we reserve the right to charge for the production of copies or the examination of files, deeds or documents held by us or for sending them to any third party.
16. **Copyright**
- 16.1 The documents we produce for you will inevitably include techniques we have developed over time and will be based on our expertise and experience. Accordingly we will own all copyright in the documents we produce for you.
- 16.2 You may at your own risk use and amend those documents in connection with the matter to which they relate and also for any other purposes, but we accept no responsibility for any such use. Unless we stipulate clearly to the contrary in our engagement letter, you

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- may do this indefinitely and without additional charge. However, we recommend that you obtain advice on the suitability of any changes you propose making or any additional uses for the documents. We will not be responsible for any amendments or different uses unless you have asked us to advise you about them and we have done so, as we will have only provided the documents for the purposes of the original matter. Equally we recommend regular review and update of documents to reflect changes in law and practice. Documents are valid only for the time in, and purposes for, which they are prepared.
- 16.3 We reserve all legal rights to be identified as the creator and copyright owner of any documents we produce. We may reuse any document or any part of a document that we produce in connection with your matters or for other clients or generally in our business, however, we will not disclose any information which is confidential to you.
17. **Data protection and marketing**
- 17.1 In the course of providing services to you, we will hold personal data about you and may hold personal data about your officers and/or your employees, or in personal matters, members of your family or any other third party. We will use such personal data to provide legal services to you and for related services including updating and enhancing client records, analysis to help us manage our practice, statutory returns, to carry out identity checks in accordance with our money laundering obligations and to carry out credit checks. We may also pass your personal data to other people or organisations (“data processors”) to carry out these activities on our behalf. If we do this we will require those data processors to put in place appropriate measures to protect your personal data.
- 17.2 When you provide personal data to us relating to your officers, employees, family members or any other third party, you confirm that you are authorised to act as their agent or have their consent or have the appropriate legal basis to provide such information.
- 17.3 We may monitor electronic communications sent from us to you for the purpose of checking compliance with our legal obligations and internal policies. We may use personal data provided by you in order to conduct appropriate anti fraud checks. Personal data that you provide may be disclosed to a credit reference or fraud prevention agency, which may keep a record of that information.
18. **Anti-money laundering and counter terrorist financing**
- 18.1 We are required to comply with anti-money laundering legislation and regulations, which include the Terrorism Act 2000, the Proceeds of Crime Act 2002 and the Money Laundering Regulations 2007.
- 18.2 Accordingly we are required to undertake due diligence on all new clients before the business relationship commences or when an existing client instructs us. This involves verifying the identity of our clients and anyone else on whose behalf the clients are acting and identifying the ultimate ownership and control structure of an organisation where appropriate. We are also required to know enough about our clients, their activities and the origin of any funds or assets involved, to satisfy ourselves that the matters on which we are instructed are usual and appropriate for those clients.
- 18.3 We may be required to verify the identity and other information relating to an individual or organisation information against independent electronic sources. Such sources may include electronic identification services which use credit reference information to verify an individual's identity but this is not a credit check and the individual's credit rating is not affected. If such a check is made we reserve the right to pass on the cost of this disbursement plus VAT for each check made.
- 18.4 We must inform the relevant authority immediately if we suspect that any person (whether our client or a third party) may be involved in money laundering or terrorist activity, and in that event we would be prohibited from taking any further action without the authority's consent. If this happens, we may not be able to inform you that a report has been made or the reasons for it.
- 18.5 You agree that you will co-operate with us to enable us to comply with these obligations and that you will have no claim against us or any of our partners or staff for any loss suffered by you or any other person directly or indirectly as a result of steps taken by any of us which we believe are necessary to comply with our legal obligations.

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- 18.6 If you do not cooperate with us in providing all information that we require to comply with our statutory obligations we reserve the right to charge you for any additional checks and searches that we in our absolute discretion deem necessary to comply with our statutory obligations. We also reserve the right to refuse to act for you if we are unable to satisfactorily complete this process.
- 18.7 It is our policy not to accept cash payments of more than £250 or to accept without prior clearance any payment by way of cheque or transfer of funds from any financial institution. If funds are received into our account without prior clearance, this may constitute suspicious circumstances under the Proceeds of Crime Act 2002 requiring us to inform the relevant authority, in which case we would be unable to transfer those funds without consent from the relevant authority. If cash is deposited with our bank we reserve the right to charge for any additional checks we deem necessary regarding the source of the funds.
- 18.8 You agree that you will not require us to send any money due to you otherwise than by a cheque payable to you or by the transfer of funds to an account opened in your name with a recognised and regulated UK clearing bank or building society.
- 18.9 If you are an overseas client with no UK bank account we may send any money to an account in your sole name with a recognised bank in the country in which you are domiciled or resident, provided we are not prevented from doing so by any regulation or international sanction. We reserve the absolute right to refuse to transfer money to an overseas bank or other account.
19. **Financial services regulation**
- 19.1 We are authorised and regulated by the Financial Conduct Authority. Our Financial Conduct Registration Number is 231170.
- 19.2 If you wish to make a complaint in relation to a financial services matter, this should be addressed to our Compliance Officer.
20. **Queries or concerns**
- 20.1 We will explain the issues raised in dealing with your matter and keep you informed of progress. In doing so we will help you to assess the benefits and risks to you of going on with the matter and to anticipate the likely time it will take to complete. If you are uncertain about what is happening, please ask.
- 20.2 We seek to provide you with a high quality service in a way that gives you confidence and satisfaction. If you have concerns about the work undertaken on your behalf at any stage, please raise them first with the lawyer concerned or, if you do not feel able to discuss the matter with him or her, the Client Care Partner who is normally the person responsible for its overall supervision.
- 20.3 If you feel unable to speak with either of them or are not satisfied with the response you should write to our Client Relations Partner, Martin Stephen, who has overall responsibility for our service to our clients. Any complaints that you have should be addressed to our Client Relations Partner. Your complaint will be dealt with in accordance with our Complaints Procedure. If for any reason we are unable to resolve the problem between us, then we are regulated by the Law Society of Scotland and complaints and redress mechanisms are provided by the Scottish Legal Complaints Commission whose address is The Stamp Office, 10-14 Waterloo Place, Edinburgh EH1 3EG. Complaints require to be lodged within one year of our ceasing to provide you with a service or the occurrence of the event giving rise to your complaint.
- 20.4 We recognise that Alternative Dispute 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 us you should contact our Client Relations Partner. We will, however, consider ADR on a case by case basis.
21. **Cybercrime**
- 21.1 In order to guard against the increasing threat of cybercrime, including phishing scams, we have taken the following steps to ensure that the threat to you or Wright, Johnston & Mackenzie LLP becoming a victim are minimised.
- 21.2 You may receive an email that looks like it comes from us changing our client account details prior to you making payment to us. If you receive such an email do not make any payments to the account provided. **We will never send you an email, text or website link**

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changing our bank details or asking you to make such a payment.

- 21.3 If you do receive such a communication please contact us using the telephone numbers on our internet page www.wjm.co.uk
- 21.4 In addition, if you have communicated your account details, or changes to your account details to us by email, we will contact you using our stored telephone numbers to confirm these are your instructions and ask you to confirm the details you have provided.

Edinburgh, EH3 8EX and the Solicitors Regulation Authority, The Cube, 199 Wharfside Street, Birmingham, B1 1RN.

- 23.4 We hold compulsory professional indemnity insurance. The lead insurers are Royal and Sun Alliance Insurance plc whose registered office is at St Marks Court, Chart Way, Horsham, West Sussex, RH12 1XL.
- 23.5 For further information on Wright, Johnston & Mackenzie LLP's services please visit www.wjm.co.uk

22. Other legal matters

- 22.1 The agreement contained in our engagement letter and these terms of business constitutes the entire agreement and understanding between you and us with respect to the relevant services to be provided under the engagement letter. You acknowledge that you have not been induced to enter into that agreement in reliance upon any representation, statement, agreement or undertaking save as expressly set out in our engagement letter and these terms of business. You further agree that you will not have any remedy (and waive all rights you may otherwise have) except under the agreement so recorded.
- 22.2 The agreement between us is governed by Scottish law and is subject to the exclusive jurisdiction of the Scottish Courts. However we may bring proceedings against you in any other jurisdiction (including one in which you are based) to recover fees or other sums payable to us.

23. Wright, Johnston & Mackenzie LLP

- 23.1 Wright, Johnston & Mackenzie LLP is a limited liability partnership registered in Scotland with number SCO300336. Our Registered Office is at 302 St. Vincent Street, Glasgow G2 5RZ. A list of members is available at our Registered Office.
- 23.2 We use the term "partner" to mean a member of Wright, Johnston & Mackenzie LLP. We have continued to use the term "partner" because it is familiar but its use does not mean that members of Wright, Johnston & Mackenzie LLP are carrying on business in partnership for the purposes of the Partnership Act 1890.
- 23.3 We are regulated by the Law Society of Scotland, Atria One, 144 Morrison St,

Privacy Notice

Issued by Wright, Johnston & Mackenzie LLP (“WJM”)

Introduction

The Data Protection Act 2018 (“DPA 2018”) and the General Data Protection Regulation (“GDPR”) impose certain legal obligations in connection with the processing of personal data. WJM is a data controller within the meaning of the GDPR and we process personal data. The firm’s contact details are as follows: 302 St Vincent Street, Glasgow G2 5RZ. Tel. 0141 248 3434 Fax. 0141 221 1226. Data Protection Officer (‘DPO’): Billy Kemmett (dpo@wjml.co.uk).

We may amend this privacy notice from time to time. If we do so, we will supply you with and/or otherwise make available to you a copy of the amended privacy notice.

The purposes for which we intend to process personal data

We intend to process personal data for the following purposes:

- To enable us to supply professional services to you as our client.
- To better understand you and your needs, and to determine how these may best be met.
- To manage our relationship with you.
- To maintain our client files and internal administrative records.
- To fulfil our obligations under relevant laws in force from time to time (e.g. the Money Laundering, Terrorist Financing and Transfer of Funds (Information on the Payer) Regulations 2017 (“MLR 2017”).
- To comply with professional, regulatory or ethical obligations to which we or our staff are subject as solicitors or other regulated professionals.
- To use in the investigation, process and/or defence of potential or actual complaints, disciplinary proceedings and legal proceedings.
- To enable us to invoice you for our services and investigate/address any attendant disputes that may have arisen.
- To contact you about other services we provide which may be of interest to you if you have consented to us doing so.
- To provide you with legal updates which we believe are relevant to you and/or your business.

The legal bases for our intended processing of personal data

Our intended processing of personal data has the following legal bases:

- At the time you instructed us to act, you gave consent to our processing your personal data for the purposes listed above.
- The processing is necessary for the performance of our contract with you.
- The processing is necessary for compliance with legal obligations to which we are subject (e.g. MLR 2017).
- The processing is necessary for the purposes of the following legitimate interests which we pursue: the proper delivery of professional services to our clients, the discharge of legal, professional, regulatory or ethical obligations to which we or our staff are subject as solicitors or other regulated professionals; the investigation, process and/or defence of potential or actual complaints, disciplinary proceedings and legal proceedings; the proper processing of financial transactions for the purposes of our business including

debt recovery; and the marketing and promotion of our business services.

- It is a requirement of our contract with you that you provide us with the personal data that we request. If you do not provide the information that we request, we may not be able to provide professional services to you. If this is the case, we will not be able to commence acting or will need to cease to act.

How we use sensitive personal data

“Special categories” of personal data (aka sensitive personal data) require higher levels of protection. We need to have further justification for collecting, storing and using this type of personal data. We have in place an appropriate policy document and safeguards which we are required by law to maintain when processing such data. We may process special categories of personal data in the following circumstances:

- In limited circumstances, with your explicit written consent.
- Where processing is necessary to protect the vital interests of the data subject or of another natural person where the data subject is physically or legally incapable of giving consent.
- Where processing is necessary for the establishment, exercise or defence of legal claims or whenever courts are acting in their judicial capacity
- Where it is needed in the public interest, such as for equal opportunities monitoring or in relation to the employee pension scheme.

Less commonly, we may process this type of information where it is needed in relation to legal claims or where it is needed to protect your interests (or someone else’s interests) and you are not capable of giving your consent, or where you have already made the information public.

Persons/organisations to whom we may give personal data

We may share your personal data with:

- HMRC;
- any third parties with whom you require or permit us to correspond;
- subcontractors;
- an alternate appointed by us in the event of incapacity or death;
- tax insurance providers;
- professional indemnity insurers;
- other appointed professionals or agents of yours;
- solicitors and other professionals or agents acting for their clients on the other side of a transaction to you;
- regulatory bodies (e.g. The Law Society of Scotland, The Solicitors Regulation Authority and/or the Office of Professional Body Anti-Money Laundering Supervisors (OPBAS) in relation to practice assurance and/or the requirements of MLR 2017 (or any similar legislation).

If the law allows or requires us to do so, we may share your personal data with:

- the police and law enforcement agencies;
- courts and tribunals;
- the Information Commissioner’s Office (“ICO”).

We may need to share your personal data with the third parties identified above in order to comply with our legal obligations, including our legal obligations to you. If you ask us not to share your personal data with such third parties we may need to cease to act.

Transfers of personal data outside the EU

It is not envisaged that your personal data will be processed outside of the EEA. If it is we will ensure that we comply with the conditions for transfer set out in Chapter V of the GDPR.

Retention of personal data

We will only retain your personal data for as long as necessary to fulfil the purposes we collected it for, including for the purposes of satisfying any legal, accounting, or reporting requirements. Details of retention periods for different aspects of your personal data are contained in our data retention policy which is available on request from our DPO. To determine the appropriate retention period for personal data, we consider the amount, nature, and sensitivity of the personal data, the potential risk of harm from unauthorised use or disclosure of your personal data, the purposes for which we process your personal data and whether we can achieve those purposes through other means, and the applicable legal requirements. In some circumstances we may anonymise your personal data so that it can no longer be associated with you, in which case we may use such information without further notice to you. Once you are no longer a client of WJM we will retain and securely destroy your personal data in accordance with our data retention policy and our retention and disposal schedule.

Your duty to inform us of changes

It is important that the personal data we hold about you is accurate and current. Please keep us informed if your personal data changes during your relationship with us.

Your rights in connection with personal data

Under certain circumstances, by law you have the right to:

- Request access to your personal data (commonly known as a “data subject access request”). This enables you to receive a copy of the personal data we hold about you and to check that we are lawfully processing it.
- Request correction of the personal data that we hold about you. This enables you to have any incomplete or inaccurate information we hold about you corrected.
- Request erasure of your personal data. This enables you to ask us to delete or remove personal data where there is no good reason for us continuing to process it. You also have the right to ask us to delete or remove your personal data where you have exercised your right to object to processing.
- Object to processing of your personal data where we are relying on a legitimate interest (or those of a third party) and there is something about your particular situation which makes you want to object to processing on this ground. You also have the right to object where we are processing your personal data for direct marketing purposes.
- Request the restriction of processing of your personal data. This enables you to ask us to suspend the processing of personal data about you, for example if you want us to establish its accuracy or the reason for processing it.
- Request the transfer of your personal data to another party.

If you want to review, verify, correct or request erasure of your personal data, object to the processing of your personal data, or request that we transfer a copy of your personal data to another party, please contact our DPO in writing.

No fee usually required

You will not have to pay a fee to access your personal data (or to exercise any of the other rights). However, we may charge a reasonable fee if your request for access is clearly unfounded or excessive. Alternatively, we may refuse to comply with the request in such circumstances.

What we may need from you

We may need to request specific information from you to help us confirm your identity and ensure your right to access the information (or to exercise any of your other rights). This is another appropriate security measure to ensure that personal data is not disclosed to any person who has no right to receive it.

Withdrawal of consent

Where you have consented to our processing of your personal data, you have the right to withdraw that consent at any time. Please inform us immediately if you wish to withdraw your consent.

Please note:

- the withdrawal of consent does not affect the lawfulness of earlier processing
- if you withdraw your consent, we may not be able to continue to provide services to you
- even if you withdraw your consent, it may remain lawful for us to process your data on another legal basis (e.g. because we have a legal obligation to continue to process your data)

Automated decision-making

We do not intend to use automated decision-making in relation to your personal data.

Data protection officer (DPO)

We have appointed a DPO to oversee compliance with this privacy notice. If you have any questions about this privacy notice or how we handle your personal data, please contact the Data Protection Officer.

Changes to this privacy notice

We reserve the right to update this privacy notice at any time, and we will provide you with a new privacy notice when we make any substantial updates. We may also notify you in other ways from time to time about the processing of your personal data.

Complaints

If you have requested details of the information we hold about you and you are not happy with our response, or you think we have not complied with the GDPR or DPA 2018 in some other way, you can complain to us.

Please send any complaints to The DPO, 302 St Vincent Street, Glasgow G2 5RZ or alternatively email us at dpo@wjm.co.uk. If you are not happy with our response, you have a right to lodge a complaint with the ICO (www.ico.org.uk).