

TERMS OF BUSINESS
CLIENT GUIDE





LEGAL STATUS OF THIS DOCUMENT

This document is the standard terms of business of Kellas, referred to as the “Kellas Terms of Business” or simply “these Terms”. These Terms are intended to have contractual effect, as set down below. Our Privacy Policy, which is available in the Legal Notices section of our website, forms part of the Terms. These Terms are in addition to a letter of engagement or, in the case of estate agency services, a mandate (both are referred to herein as an “Engagement Letter”) and together these Terms and the Engagement Letter form a contract for the provision of services to you (“our services”).

Both documents set out the formalities of working with us and should be read in conjunction. If there is any conflict between our Engagement Letter and this document, then the provisions of the Engagement Letter will prevail.

These Terms will apply to everything we do for you now and in the future, until we write to notify you otherwise, but different work may be subject to different Engagement Letters.

The contract formed by these Terms and an Engagement Letter are subject to Scots Law and the Courts in Scotland shall have exclusive jurisdiction over any dispute relating to them.

Unless otherwise specified in these Terms or the Engagement Letter, or agreed by us in writing no third party may enforce any of these Terms or the Engagement Letter.



ABOUT US



The party providing our services is Kellas, a partnership with offices at 2-6 High Street, Inverurie, AB51 3XQ. Kellas is a member of the Law Society of Scotland and is regulated for the provision of legal services and for incidental financial business.

A list of all the partners of Kellas is available on our website and at 2-6 High Street, Inverurie, AB51 3XQ.

Kellas' Vat Number is GB783687274.

Kellas reserves the right to revise the Terms by amending this document or on the Legal Notices section of our website. Please check this page from time to time for any changes Kellas has made, as they are binding on you.

<https://www.kellas-legal.com/legal-notices>

Our office opening hours are Monday - Friday from 9am to 5pm. Any additional closures for local or national holidays will be displayed on our website and on our phone system.



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OUR SERVICE

We aim to provide our clients with a high-quality legal service at a competitive market rate. In doing so, we will work with you to understand your aims and objectives; work efficiently in a professional manner; provide meaningful progress updates when they become available; respond to your enquiries and provide expert advice in clear English.

RECEIVING INSTRUCTIONS

As your Agents we can only act on information and instructions given to us. You can instruct us either verbally or in writing, although we may ask you to confirm, in writing, verbal instructions to us. If there is any change in your instructions, you must notify us immediately and should confirm the same in writing as soon as possible. We can, in limited circumstances, accept instructions from more than one person in relation to the matter we are dealing with on your behalf, provided we have written authorisation from the person who originally instructed us. We will accept instructions as follows: a) In the case of an individual client from that individual alone; b) Couples (married or unmarried) from either individual; c) Partnership from any one Partner; d) Limited Company from any Director or authorised officer; e) In relation to an Executry or Trust instruction from any one Executor or Trustee. If, at any time, you wish to amend or restrict the parties whom we may receive instructions from on your behalf, you must confirm this in writing to the solicitor dealing with your instruction as a matter of urgency.

CONTACT

You agree to advise us of all matters in your knowledge that may affect our advice to you. You agree to provide such information and instructions for us timeously, to allow us reasonable time to review and advise you. We will not be responsible for advice, or any losses you may suffer following advice, if it relates to circumstances that you have not disclosed to us, or if the provision of such information did not allow sufficient time to address issues that arise. You must make yourself available to sign any documents upon our reasonable request. Unless you advise us to the contrary, we will normally communicate by email and telephone. We cannot and do not guarantee that email is completely secure or confidential. If your contact details change, you must tell us in writing as soon as possible.



CONFIDENTIALITY

Any information you provide us will be kept confidential. We will not distribute, copy or impart this information to any other people or organisation unless you give us permission, or if we are required to do so by law.

PRACTICE AREAS

We give advice on matters where the laws of Scotland are engaged. We also provide advice regarding English law for Corporate transactions. If we are required to obtain advice about the laws of any other country, we may require to engage with a local lawyer. We will discuss these requirements if they arise and agree the costs with you beforehand. Our practice areas are detailed on our website, but can be broadly categorised as Commercial Law, Private Client Law and Conveyancing. We will not provide tax advice other than when we specifically agree to do so in any letter of engagement. Our advice may involve us expressing an opinion as to commercial or legal risk. You accept that this is an expression of opinion only and not a statement of fact or recommendation of a course of action. Any decision you make based on our opinion is your responsibility.

LIMITATION OF LIABILITY

Unless specifically agreed in writing with the consent of the Partners, the maximum aggregate liability of Kellas (along with their solicitors and staff) for all losses, damages, costs, claims and/or expenses (whether arising under contract, tort, delict, statute or otherwise) for any work (or connected pieces of work) shall not exceed £2,000,000. The content of our website is provided for general information purposes only and does not constitute legal or other professional advice. While Kellas believes that, at the time of writing, the information on the website is accurate, Kellas cannot and does not guarantee the accuracy of any such information. Kellas therefore accepts no liability or responsibility for any loss or damage which may arise from reliance on information contained on the website.



FEES & OUTLAYS

We want you to be clear about how we intend to charge you for the work we do on your behalf. Any estimate for work to be undertaken is not intended to be fixed unless we expressly say so. In our letter of engagement to you, we will notify you whether our advice will be provided on the basis of an hourly rate or a fixed fee. Our fee transparency guides in the Legal Notices section of our website details our fees for our most common consumer services. Outlays are necessary expenses that we must pay to other people, organisations or suppliers on your behalf. Any anticipated outlays relating to your work will be communicated to you in your letter of engagement or as soon as possible during the undertaking of your work. Normally, we only pay outlays after we receive the funds from you. If we have to pay before receiving the funds from you, you agree to paying us back upon request.

PAYMENTS

You must pay our fees on receipt of our invoice. You can make payment by cheque, debit or credit card, or by paying funds in our bank account direct. If you do not pay our fees, we reserve the right to stop and or suspend further work on the matter in question and any other work we are undertaking on your behalf. In these cases, we will not be responsible for any delays or losses which may result from this. If we are holding money that belongs to you, we reserve the right to deduct our fees or any outstanding payments due to us from that money before sending you the balance. We also have a legal right to hold deeds, documents or any other papers until you pay the fees you owe. If someone else agrees to pay our fees on your behalf, then fails to do so, you will have to pay our fees yourself. We reserve the right to charge interest on overdue amounts at the rate which is 3% over the Bank of England bank rate.

HOLDING CLIENT FUNDS

Client money held by us on your behalf is subject to interest provisions set out in the Solicitor's Account Rules of the Law Society of Scotland. As we invest other clients' money together with your own, we may earn higher rates of interest than the rate we pay you. We will keep any difference to cover our administrative and accounting costs. Whilst we use reasonable endeavours to ensure that client money held by us is invested in appropriate banks or other financial institutions, Kellas will not be responsible for any losses caused if a bank or institution collapses. This does not affect any rights you may have under a Government protection scheme.



COPYRIGHT

We own the copyright in any materials we produce for you. The advice we give orally, by email or letter and any documents we prepare on your behalf are for your use only, and you may not permit anyone to copy or use them without first obtaining our written permission.

CLIENT DATA

Our Privacy Policy which can be found in the Legal Notices section of our website gives full details of how we use your personal information. We will store files and documents relating to your work for as long as we think is reasonable or as long as the law says it is necessary. We cannot promise that files will always be held on our premises. If you require access to information or documentation which is not held on our premises, you agree to allow us sufficient time to make enquiries and arrange for their retrieval. We will notify you of the anticipated timeframe for implementing such request. Queries regarding storage and management of client data should be directed to our GDPR officer, Elizabeth Forsyth.

COMPLAINTS PROCEDURE

We aim to provide the highest standard of legal service to every client. We also take our professional responsibilities seriously in relation to both clients and non-clients. However, if you have an issue that has not been resolved by informal means, you may invoke our formal complaints procedure, which in the first instance should be raised with our Client Relations Partner, Stephen Park, by emailing swp@kellas-legal.com. The procedures for either client, or non client's are available to download in the Legal Notices section of our website. If you do not consider your complaint to have been fully resolved informally, you have the right to make a complaint against the Firm or any named solicitor who is a partner or employee of the Firm against whom your complaint is directed. If you wish to do so, you should contact the Scottish Legal Complaints Commission whose address and contact details are as follows: Scottish Legal Complaints Commission, Capital Building, 12-13 St Andrews Square, Edinburgh EH2 2AF, Telephone 0131 201 2130, E-mail: enquiries@scottishlegalcomplaints.org.uk.

TERMINATION

You may terminate your instructions to us in writing at any time. We will only decide to stop acting for you if we have reasonable grounds to do so. Reasonable grounds include: failing to provide adequate and timely instructions, giving instructions which we are unable to fulfil, failing to pay any of our invoices when due or the breakdown of the solicitor/client relationship. If we decide to cease acting for you, we will inform you in writing and provide an explanation for our decision. Unless specifically agreed otherwise, following termination, we will send you a final invoice subject to the payment terms noted above.



FORCE MAJEURE

We will not be liable to you for any loss you may suffer, or any breach of our obligations to you, caused by an event outwith our reasonable control including (without limitation) acts of God (flood, natural disaster, earthquake, drought); epidemic or pandemic; terrorist attack or civil commotion; any law or action taken by Government or public authority affecting our ability to work for you; any collapse, fire, explosion or accident to our buildings or storage premises; any interruptions or failure of utilities and services; any labour or trade dispute; any non-performance by suppliers or sub-contractors; any interventions by third parties in the delivery or transfer of goods, documents or cash. In such circumstances, the time for performance of our work shall be extended by a period sufficient to allow us to meet our obligations to you. This will all be without liability to us.

ALTERNATE DISPUTE RESOLUTION [ADR]

We recognise that Alternative Dispute Resolution Regulations have implemented ADR/EDR Directive 2013/11/EU to promote ADR as a means of redress for consumers in relation to unsatisfactory services. We have not chosen to adopt an ADR process, as such, any concerns you have regarding the service you receive from us should follow the complaints procedure guidelines detailed above.

CYBER FRAUD & DISCLAIMER






Law firms have been targeted in the past by cyber criminals. You should be vigilant and guard against online fraud. If you have concerns regarding the authenticity of any communication you receive from us, please notify us immediately and the solicitor providing your advice will confirm its legitimacy. We will never change our bank account details during the course of a transaction and notify you by email. Please check account details with us in person before transmitting funds. For payments we send to you, we may require additional confirmation of your account details. We will not be liable for any losses you suffer (to the extent permitted by law) as a result of cyber fraud.

REGULATORY REQUIREMENTS

Kellas is committed to fulfilling its obligations under The Money Laundering, Terrorist Financing and Transfer of Funds (Information on the Payer) Regulations 2017, the Proceeds of Crime Act 2002, the Criminal Finances Act 2017 and other relevant legislation for the purposes of combatting money laundering and terrorist financing. We carry out client verification checks at take on and subsequently, and we seek to establish, where appropriate, the source of wealth and source of funds. We adhere to the principles set out in official guidance provided by HMRC. We adopt a zero tolerance approach towards the criminal facilitation of tax evasion. We maintain procedures and policies relevant to this legislation and operate processes, both electronic and paper based, to ensure compliance. We reserve the right to refuse to act if we have any concerns in this regard.

Things we charge for

If we are providing advice to you at an hourly rate, our charges are based on the time our firm necessarily spends on your case. We will record our time working on any aspect of our engagement, including:

-  Incoming and outgoing telephone calls (with you or other parties)
-  Writing or reading letters or emails
-  Making enquiries or researching legal issues pertinent to your instructions
-  Drafting, including writing, or amending, legal documents on your behalf
-  Attending meetings, with you, or third parties, either in person or virtually.

It may be the case that the nature of complexity of your case may change during the time we are acting on your behalf. If that is the case, we will notify you of any expected changes to our fees in advance of carrying out any additional work and seek your approval thereof.





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