



1. Terms of Business

It is important you read carefully our terms of business before you enter a transaction with this company. If we have failed to communicate any point in our Terms of Business clearly, please contact us and we shall be happy to clarify and provide an explanation. By understanding our terms of business, it prevents disputes arising and we then have a fair and transparent mechanism for resolving any issues or complaints.

At McEwan Fraser Legal ("MFL") we value our reputation for professional standards. We are committed to providing you with the highest quality of service and handling your instructions to us with professional skill, care, and attention. We believe it is important to establish a clear understanding of the basis upon which we provide our services.

These Terms of Business set out the Terms and Conditions which apply when you instruct MFL to act on your behalf. If work has already commenced on your matter, then, unless you notify us immediately in writing to the contrary, you agree that these Terms of Business apply retrospectively from the start of the work on the matter.

These Terms of Business are subject to any letter of engagement issued with them. They will be deemed to apply for this and all subsequent transactions, unless otherwise notified in writing. Our initial terms of engagement covers all further legal services we provide you, as detailed in our terms of business. By commencing to instruct us you consent to our terms of business and consider our Terms of Business to be fair and reasonable to both parties.

2. Quality of Service

In all our dealings with our clients, we aim to provide a high-quality service to find out what our clients want and achieve it. We try to work quickly and efficiently, and we hope you find us friendly and approachable. A nominated partner oversees the business of each client. At the outset of our carrying out work on your behalf, you will be informed as to who will have responsibility for dealing with your work and who will be your main point of contact.

3. Client Source of Funds Verification and Money Laundering

The Law Society of Scotland and the Money Laundering Regulations require us to ask for proof of identity and for other information such as the source of any funds passing through our hands in connection with anti-Money Laundering procedures including individuals and corporate bodies. We may also verify your identity using an online agency. There will be a small administration charge for this.

We are obliged to comply with all Regulations in force from time to time including Anti-terrorism matters relating to the Proceeds of Crime Act 2002. Under certain circumstances we may be obliged to disclose information regarding clients' transactions to the relevant authorities where such information suggests or tends to suggest that a client has been involved in actual or attempted money laundering or actual or intended terrorist activities.

We recognise and fully uphold the principles of the Bribery Act 2010 and we adopt a zero-tolerance policy in respect of any corrupt activity contemplated by the Bribery Act 2010.

We will not commence any work on your behalf until we have completed money laundering checks and have received ID and proof of address for all relevant parties involved in a transaction.

4. Paperwork Required at the Beginning of a Transaction

It is your responsibility to provide us with the following information and paperwork at the beginning of any transaction. We don't routinely ask for you to exhibit certain paperwork unless the Solicitor on the other side of the transaction requests specific documentation and sometimes that request can be late in the transaction.

Proof of funds, Redemption statements including second charges, Alteration paperwork including completion certificates and building warrants, Cash ISAS, Shared Equity including Scottish Home Fund. Any previous transfer at under value or insolvency proceedings/ judgements against you. Any Minute of Agreements relating to the property, Confirmation/Probate if applicable. The name of all purchasers. Any other relevant information that you should reasonably know that would be material to the transaction.

5. Cyber-attacks

Cyber-attacks and scams are now unfortunately commonplace across the UK commercial sector. Legal firms, especially those who buy and sell property on behalf of clients, are often targeted as large sums of money will be transferred during property transactions. MFL take all possible steps to protect the Firm and our clients. **You will never be asked to transfer funds to a different MFL bank account late or any time during a transaction.** Our bank details are confirmed in clause 22 of these Terms of Business and we will not change them at any time. If you are suspicious of a request purportedly coming from MFL you should speak to your Solicitor on the telephone immediately.

A particular tool of scammers is to put victims under time pressure using email correspondence. We reserve the right to delay sending proceeds to clients until all anti-fraud checks have been carried out to our satisfaction and will not be responsible for any loss incurred by you as we carry our due diligence on money transfers. In case these Terms of Business have been intercepted by a hacker and our bank details have been changed you should always check with your Solicitor that these bank details provided in this document are in fact McEwan Fraser Legal's bank details before you transfer any funds. Please do not accept email confirmation - you must verbally check. We take no responsibility for any payments made by you that are transferred into a hacker's account or for any false documents purporting to be from McEwan Fraser Legal giving you instructions to make payment to an account that does not belong to McEwan Fraser Legal.

We take our clients data extremely seriously and this firm has sonic firewalls, the latest Anti -Virus software Installed and 2 tier authentications before staff can enter our network. Despite taking protective measures all firms are vulnerable to cyber-attack. Clients should be aware their data is at risk from Cyber-attacks, and you should inform us in writing at the end of a transaction if you want your personal data destroyed. Personal data includes passport, driving licence, bank statements, credit card details or any other data that you believe that could compromise you. If we don't receive written confirmation to our data controller to delete your data, we cannot accept any responsibility for a data breach from a cyber-attack. You do business with this firm strictly on this basis. We are of course obliged to hold certain data by our regulatory body relating to your transaction and we will hold that data in line with guidance from our Regulatory body.

Our email servers will not accept emails from internet service providers that are blacklisted, or we consider of high risk. Some IP addresses are known to commonly distribute spam; emails from these addresses are either blocked or routed to our spam folder. Blacklists are identified by our spam filters, which use set criteria to identify emails believed to be of a malicious or spammy nature. This sometimes catches legitimate email addresses such as Hotmail accounts or domains out with the

UK. Clients should always check if they don't get responses from emails that their emails have not went to a spam filter or have been blocked.

6. Instructions

1. Instructions may be given to us in writing or verbally. We may ask you to confirm in writing the terms of verbal instructions given to us, which, when required, should be done by return of post. If there is any change in your instructions, you must notify us immediately. If you wish anyone other than yourself to give us instructions or information, you must confirm this in writing. You must let us have full details of each matter so that we can advise on the issues raised and how they may be dealt with. We rely on the information given to us by you to understand your position and to carry out our work. It is very important that we are given as much information as possible and are told about anything that may be relevant to the work, we are instructed to carry out for you. Unless we agree otherwise in writing, we shall assume that where we act for more than one person but only one of them tells us what to do, that person has the authority of the other(s) to do so. Where we do act for more than one person, each person for whom we do work is joint and severally responsible for the instructions given to us and for payment of our fees and outlays in connection with that matter.
2. Where you provide instructions that we believe to be misguided or detrimental to MFL successfully completing your transaction we reserve the right to withdraw from acting for you. All fees and outlays up to that point will be required to be paid in full.
3. Where you ignore or choose not to accept our advice or guidance on a particular transaction and where we believe by not accepting our advice will be detrimental to this Firm or to you, or prevents us from completing the transaction, we reserve the right to withdraw from acting for you. Where we do so all fees and outlays up to that point will be required to be paid in full.
4. Where we are involved in a legal transaction, you must provide us written confirmation of any potential issues we should be aware of at the very beginning of a sale or purchase. For example, if you do not have confirmation to sell the property, if there are other owners of the property or executors who must consent to the sale. Please note, should additional legal or estate agency work need to be completed before we are in a position to act for you, we will not be responsible for any delay caused or for the costs involved in that preliminary work.
5. Where we believe there is insufficient funds to settle a property or legal transaction including an outstanding mortgage or finance charges, where we believe will be in excess of any sale proceeds, we are entitled to withdraw from your transaction, until such times as funds are in place to allow us to proceed with the transaction. It will be your responsibility to provide evidence of funding and we are entitled to recover any outlays or fees up until that point.
6. Where we have delayed for any reason to register your disposition or register a lenders security on a property, you must allow the security or disposition to be registered and will not be incompetent on dissolution of a company (where the director will personally be responsible to fulfil his/her obligations on behalf of the company) or on death of an individual you agree that the security of the debt will fall to your Estate.
7. You will be responsible for any negligence claims against this Firm where during a transaction you were in the clear position of knowledge, and you did not disclose any relevant information that you ought to have known that could have affected the advice provided therefore affecting the outcome of the transaction.
8. This Firm cannot release net proceeds of a sale unless we have received the final redemption statements from a secured lender. It is the client's responsibility to provide the redemption statement within 21 days before settlement or provide confirmation from their lender in writing that there is no outstanding lending on your account.
9. McEwan Fraser are not responsible for organising Single Surveys, EWS1 reports or any other professional reports unless you specifically instruct us to do so. We are not responsible for any of the contents of these reports. If you are dissatisfied with the contents of these reports, you must take up the matter with the provider or their regulatory body. McEwan Fraser may provide

an opinion on the condition of your property and the likely outcome of any report, but we will not be held liable if our opinion differs from the contents of any third parties professional report.

7. Conclusion of Missives

Buyers or sellers should not make any forward arrangements, such as removals, whatsoever until missives have been concluded and you have been advised in writing or in an email. Clients should be aware missives may not be concluded up until the day before settlement or on the actual day of settlement simply because Solicitors acting on the other side from this Firm may not be in a position to conclude for whatever reason. We will always do our best to work towards an agreed date for settlement, but any date provided is, unfortunately, not guaranteed as we depend on third party Solicitors to conclude, and sometimes unexpected issues arise which we have no control over. Should you make any personal arrangements before conclusion of missives you do so entirely at your own risk and MFL take no responsibility for these personal arrangements unless you have had **formal notification, in writing** from us that missives have been concluded and you have been provided a date for settlement. You should not assume settlement will take place on an agreed date. It is your responsibility to establish the location for the collection of keys for your purchase and to ensure that keys are made available to the purchaser if you are selling your property. MFL will take no responsibility for any claims made by buyers or sellers where we have not received written instructions to pass to you from respective parties on completion of a transaction. If you do not have this information you should check with your Solicitor prior to settlement.

8. Client Communication

1. Our preferred method of communication is by email and via our private online client message board (for estate agency clients), so you have a documented record of all communication with us. **We don't routinely call you if we have no new information or updates to inform you about.**

We aim to respond to all telephone calls and email communication during your transaction within 3 days unless your communication is of an urgent nature. You should mark "urgent" in the subject line together with the property address and your name. We will also try and prioritise communication of an urgent nature. Where any communication is of an urgent nature and where your Solicitor is unavailable, you should contact another Solicitor within your Solicitor or legal contact's team. Please remember that if you are dealing with our legal department some Solicitors attend court and may not be available whilst they are in attendance but someone else in their department should be able to assist you.

You should let us know immediately in writing if you are dissatisfied with any aspect of our communication during your transaction. You should let us know the exact nature of any issues and how you would like the matter resolved as when they arise. Any issues not dealt with to your satisfaction during the course of your transaction you should contact our Client Relationship Manager.

Once your transaction has been completed or you have intimated a request to withdraw, we are unable to consider a reduction to your final account if we have not received a written complaint regarding a breakdown in our communication during your transaction.

We may ask you for a password and/or ask your security questions before engaging in communication with you either via telephone or email.

2. **Communication by External E-mail.** We may communicate with you electronically unless you expressly request otherwise. We may also receive electronic communications from you. The electronic transmission of information by e-mail or otherwise has inherent risks and you understand that such communications may become lost, delayed, intercepted, corrupted or be otherwise altered, rendered incomplete or fail to be delivered. We shall use our reasonable endeavours to ensure that electronic communications are free from viruses and any other material which may cause harm to any other computer system. You undertake to do likewise with any electronic communication sent by you. You accept that because electronic transmission of information cannot be guaranteed to be secure or error-free and that its confidentiality may be

vulnerable, we shall have no responsibility or liability in respect of such matters other than arising from our bad faith or wilful default. You also accept to receive emails promoting other services we believe will be of interest to you unless you advise us not to do so.

9. Timescale

The nature of legal work often makes it difficult to estimate how long a matter will take to complete. We will advise you at regular intervals regarding the progress of your work and keep you informed of all significant developments. If you are uncertain about what is happening at any time, please contact the Solicitor responsible for your work. While we will endeavour to complete the matter as quickly and efficiently as possible, please remember that the speed at which work can be completed is affected by the co-operation we receive from third parties.

Please be aware you may not have a registered Title of your property for many months after purchase as the Registers of Scotland often always have a back log of registrations. This does not affect the ownership of your property. Once your property has been registered, we won't routinely send you the Title sheet unless you specifically asked for it.

10. Enquiry Procedure

When you first make a legal enquiry to this firm regarding our services, your circumstances and requirements will normally be assessed in the first instance by a member of our Legal Services Department, Purchasing Department, Operations Team, Client Relationship Team, Managing Director, Chief Executive Officer, or other suitably authorised member of staff.

Please note these individuals are not qualified solicitors and their role at this preliminary stage is administrative, operational, and assessment-based in nature. You will not be charged for this initial assessment unless expressly agreed in writing. The purpose of this assessment is to determine and, where appropriate, enact the following:

1. Whether the firm has the capacity and resources to undertake your work.
2. Whether the firm considers that it has the relevant expertise, experience, and regulatory ability to undertake your work.
3. Whether there are any apparent conflicts of interest, regulatory restrictions, practical limitations, funding issues, or other matters which may prevent the firm from accepting instructions.
4. To provide you with a general outline of the type of action that may typically be taken by a qualified solicitor in relation to your matter and to offer preliminary guidance to assist your understanding of the legal process, likely scope of work involved, and anticipated timescales.
5. Any information, comments, observations, or guidance provided at this preliminary stage are intended solely for general informational and assessment purposes and shall not constitute formal legal advice, tax advice, financial advice, legal representation, or a solicitor-client retainer. Such guidance should not be relied upon as definitive legal advice or as creating any expectation or guarantee of outcome.
6. Formal legal advice can only be provided once the firm has received full instructions, undertaken any necessary regulatory and conflict checks, reviewed all relevant documentation and surrounding circumstances, and expressly confirmed in writing that we have accepted instructions and are acting on your behalf. Until such written confirmation is provided, the firm shall have no obligation to act and no solicitor-client relationship or retainer shall be deemed to exist.
7. Where reasonably possible, we may provide an indication of our applicable hourly rates, unit costs, likely outlays, or an estimate of anticipated legal fees. Any estimate provided is offered in good faith and is intended as a guide only based upon the information available to us at the time. Estimates are not fixed quotations, guaranteed prices, or fee caps unless expressly confirmed in writing and signed or otherwise authorised by the firm.
8. Legal costs and outlays may increase where matters become more complex, prolonged, urgent, defended, disputed, document-heavy, factually uncertain, or where additional work, negotiations, court

proceedings, investigations, expert reports, counsel involvement, lender requirements, third-party correspondence, or unforeseen issues arise.

9. Whilst we will endeavour to keep you reasonably informed of material changes to anticipated fees and costs, this may not always be possible in advance, particularly where developments occur unexpectedly or are outside our control. You acknowledge and accept that legal costs are inherently variable and dependent upon the complexity, conduct, and progression of the matter.

10. Any estimate of likely timescales is similarly indicative only and should not be regarded as binding or guaranteed. Timescales may be affected by court availability, third-party response times, lender or public authority requirements, evidential matters, negotiations, funding arrangements, client instructions, or other factors outside the firm's control.

11. Where the firm accepts instructions, we reserve the right to allocate, reallocate, supervise, or delegate work to an appropriate Paralegal, Qualified Solicitor, Partner, Consultant, or other suitably qualified or supervised individual as we consider necessary for the efficient and proper conduct of your matter. Responsibility for supervision and case management shall remain with the firm.

12. The firm reserves an absolute discretion whether or not to accept instructions and may decline to act, cease acting, or require further information, documentation, funding arrangements, or regulatory checks before progressing any matter, subject always to our professional and regulatory obligations

11. Conflict of Interest and Confidentiality

We cannot act for two or more parties if they have conflicting interests. Please advise us at the outset if you are aware of potential conflicts, which may arise. We may need to decline your instructions if there is such a conflict. If you or we become aware of a possible conflict in the course of our acting for you, we may require ceasing to act on your behalf. You will remain responsible for our fees for the period to the date on which we cease to act.

We treat all client information and documents as confidential and privileged unless you waive such confidentiality, or we are required to divulge it by law. In the course of acting on your behalf it will be necessary for us to hold information, which you may give us or which we may obtain on your behalf from third parties. In instructing us you agree that we may use such information in the ordinary course of acting for you.

Where two parties are established or already registered as clients of this Firm, we may act for both parties by appointing two different Solicitors within the Firm acting for each client. You will be fully advised of this fact, and you should let us know in writing immediately if you do not wish to proceed on this basis and we must withdraw from acting from one of the parties. Where a dispute arises during or post transaction, we may have to withdraw from acting for one party. We will advise you when such a situation occurs, and we will request your instructions.

Where we are involved in blood related transactions such as transferring Title or selling or buying between family members where there is no dispute between parties, we can act for the family but with different Solicitors acting for the different parties within the firm.

As required by the Law Society of Scotland, if we act for multiple parties and a dispute arises between the parties, you should seek separate legal advice from an independent Solicitor. Each party is jointly and severally liable to pay our fees.

12. Misrepresentation

You must not deliberately misrepresent any information you provide to us or withhold information that you know or ought to know will be material to any transaction. Where you do so, or where you are in the position of knowledge not available to this Firm or missed by this Firm, we will be entitled to recover any costs that this Firm incur as a result of your actions and will not be liable for any subsequent claim against us.

We may undertake a search of public records and where we ascertain any adverse information that may affect the transaction, we reserve the right to withdraw from acting on your behalf.

It will be your responsibility to inform us at the beginning of transaction if you do not have confirmation from the courts to sell a property or if you do not have authority from all sellers or trustees. If there is any dispute between sellers about the proceeds of the sale, we are entitled to withhold the distribution of funds until the dispute is resolved between all sellers.

13. Copyright and Third Parties

All copyright in documents we produce is reserved to us including photography and videography. Any fee you pay us for photography, or the production of sales schedules is for the licence and the right to use our work in connection with the marketing of your property only with MFL and you do not own the rights to this work. Advice given and documents prepared are for your use only and may not be copied or used by any third party without our express written consent.

14. Private Limited Companies/ LLP/Partnerships

If we are given instructions by a private limited company/partnership/LLP and unless otherwise agreed with you in writing in advance, it is a condition of this firm by accepting your instructions either from an employee or from director/partner that the directors/partners of the party giving the instructions are jointly and severally liable along with the company for payment of our fees and costs and any interest thereon. This includes any fees and outlays paid by us after cessation of the company or entering administration.

The Directors/ Partners entering any transaction with MFL are de facto accepting our terms of business and are agreeing to provide a personal guarantee to cover all outlays and fees incurred by MFL. Instructions re a contract can be accepted by email or where any implied contract exists where we have commenced work for you. Directors or partners should familiarise themselves with our Terms of Business before entering a contract with MFL.

If any director or partner has any doubts about their personal obligations in providing a personal guarantee for their company or partnership by entering an agreement for MFL to provide services, then they should seek independent legal advice. For the avoidance of doubt if your firm ceases to trade or enters administration then any directors or partners will be personally liable for the full debt irrespective of which employee agrees the contract.

15. Professional Fees, Expenses and Disbursements

1. Our fees are based on several factors including: the complexity of the work or matter; the importance and value of the subject matter; the time spent on your work; the volume and importance of documents to be prepared or reviewed; the degree of urgency (including any significant overtime requirements); the seniority of the personnel involved. Time spent by our personnel may include advising, meeting you and others, considering documentation, entering correspondence, research, engaging other advisors, telephone calls, travelling and waiting time. Where a basic hourly charge rate has been indicated it is that which is then current. As and when our hourly charge rates are reviewed the amended rate will be applied and you will be advised. Photocopies, couriers etc. and disbursements to third parties will be charged in addition.
2. Basis of fees – Our fees may reflect not only time spent, but also such factors as complexity, urgency, inherent risks, use of techniques, know-how and research together with the level of skills and expertise required of the personnel needed to perform and review the services. Unless otherwise stated in these terms or in the letter accompanying these terms, our charges will be based on a unitized rate of Twenty-Nine Pounds Fifty (£29.50) per unit for the current year. The unit rate will increase in subsequent years. The unitized bill will be based on the charging methods detailed in the accompanying “**Schedule of Charging**” intimated with these terms, or a combination of the methods prescribed in the Schedule of Charging, and the other methods prescribed in these terms or any accompanying letter. All fees will be subject to Value Added Tax, and all Outlays incurred on your behalf will be charged in addition.

3. Expenses – You will pay any reasonable expenses that we incur in connection with the services. We normally require payment in advance to cover any outlays to be paid by us on your behalf. Where outlays are paid by us on your behalf without payment in advance, we will ask you to reimburse us within 7 days of our letter asking for reimbursement. We also may require you to make regular payments to account in anticipation of our fees. Any such payments made to account will be held in our client account until such time as we incur outlays on your behalf, at which time the monies held to account will be used to pay those outlays or until we render a fee note at which time any monies held to account will be applied to the fee note.
4. If you have an international mobile number or landline, we are entitled to add all expenses in the cost of these calls to you to your bill.
5. We are generally prepared to provide estimates of our charges, or where appropriate, a fixed fee quotation. Any estimate of fixed fee that may be given will be a probable fee based on our experience of the work that is normally involved in what you have asked us to do. It should be treated as a guide only and may not be regarded as an agreement to provide a service for a fixed fee or within a fixed time period, unless otherwise agreed in writing. If the work turns out to be more complicated or takes longer than we anticipated, or you wish the work to be completed in fast timescales we may review our estimate or quotation to take account of this. Estimates or fixed fee quotations will always be subject to review if the nature and/or amount of the work involved changes as the instruction proceeds. Please note it can be difficult to provide estimates of increased costs during a transaction particularly conveyancing work as many factors out with our control can dictate the amount of work that is involved and the final fee. Unforeseen complications or developments may have cost implications and you should notify us of these as soon as you are aware of them.
6. Our Estate Agency fee percentage will be for the full consideration of the sales price plus any extras included in the sale unless we have agreed specific terms in writing to exclude moveable's, goodwill, or any other extras in the sale. Where an increased % commission bonus structure is agreed over a specified sales value, the increase % will always apply to the full sales price and will not be based on any increment amounts of the higher % unless otherwise specified clearly in writing on the Estate Agency agreement.
7. Our boutique buyers service fee percentage will be for the full consideration of the purchase price plus any legal costs connected to the purchase. All fees in relation to the boutique buyers service will be specifically outlined within the buyer's service quotation by email.
8. In certain types of work there is frequently considerable uncertainty as to the likely fee as this will be entirely dependent on what happens during the course of the transaction. Consideration also needs to be given as to whether it makes economic sense from a cost point of view to pursue a particular matter.
9. If we receive your instructions to formally accept an offer for your property and you subsequently receive a higher offer, which you accept, we may need to withdraw from acting for you and our full legal fees and any estate agency fees will become due immediately irrespective of the work completed on your case file.
10. For the avoidance of doubt, any fees quoted for legal fees and outlays in the sale of a residential property will not include the costs of any legal fees on any forward purchase. Our legal fee on a residential purchase will be agreed at the start of the process taking in to account the complexity of the transaction and value of the property, the same applies for a residential sale. All fees will be subject to VAT & Standard Outlays. Legal fees may be higher if you opt for our comprehensive purchase service where we look at the Home Report in depth for you, advise on negotiations tactics and include abortive insurance.

Please ask for a fee quote for an Auction purchase or sale.

If you are in any doubt about legal outlays in a conveyancing transaction, please contact your solicitor before you proceed with the transaction and request an estimated break down of all potential outlays. Legal outlays may include search reports, advanced notice, plan reports, registering or discharging securities, coal reports, registration dues for registering the disposition, (depending upon purchase price), LBTT, ADS. Complicated or time-consuming transactions, including any visits to a property by a Solicitor, may involve additional fees. Clients should seek

a separate fee quote for commercial transactions. Clients should also check the actual costs of any outlays to third parties as they can vary for each property depending on value, location of property and if the property has a mortgage. Where clients do not ask for a breakdown of outlays, we will assume you are aware of all outlays in your transaction. For the avoidance of doubt, any legal fees or outlays quoted do not include the costs of LBTT (Land and Building Transaction Tax) or ADS (Additional Dwelling Supplement) and clients should seek a separate quote to establish if LBTT or ADS applies to their purchase. It is the client's responsibility to be aware of LBTT and ADS taxes before they enter into a property purchase and MFL will not be responsible for your lack of knowledge. It is also important that clients provide a full disclosure of all relevant facts that might affect the costs of third-party outlays. We charge a fee of £30 +VAT for arranging an electronic transfer of funds.

11. Any fee quotes we provide are valid for 6 months after such time we are entitled to revise any fees quoted. Where we have quoted for third party services such as home reports, court fees, registration dues, VAT, property taxes and any changes in these costs will be reflected in any cash account at the current new rate. Clients should always budget for any price changes particularly property taxes and it's the client's responsibility to check any third parties' current prices.
12. LBTT Rates as of April 2021

Purchase Price	Rate of Tax
Up to £145,000	0%
Above £145,000 to £250,000	2%
Above £250,000 to £325,000	5%
Above £325,000 to £750,000	10%
Over £750,000	12%

First Time Buyer Relief starts at £175,000.

Register of Scotland Rates as of April 2021	
Discharge of Standard Security (Primary lender)	£80
Discharge of Standard Security (Secondary lenders)	£80
Registration Dues on Advanced Notice	£20
Registration Dues on Standard Security	£80
Registration Dues on Disposition – Property Price up to £50,000	£80
Registration Dues on Disposition - £50,001 - £100,000	£140
Registration Dues on Disposition - £100,001 - £150,000	£260
Registration Dues on Disposition - £150,001 - £200,000	£400
Registration Dues on Disposition - £200,001 - £300,000	£530
Registration Dues on Disposition - £300,001 – £500,000	£660
Registration Dues on Disposition - £500,001 - £700,000	£800
Registration Dues on Disposition - £700,001 - £1,000,000	£930
Registration Dues on Disposition - £1,000,000 - £2,000,000	£1,100
Registration Dues on Disposition - £2,000,001 - £3,000,000	£3,300

Registration Dues on Disposition - £3,000,001 - £5,000,000	£5,500
Registration Dues on Disposition – Over £5,000,000	£8,250
Scottish First Home Fund	
Registration Dues on Standard Security (The Scottish Ministers)	£80
Registration Dues on Ranking Agreement	£80
Extraction Dues on Minute of Agreement	£20

13. During the conveyancing transaction if it becomes apparent that you have insufficient funds to settle a transaction, MFL reserves the right to withdraw from the transaction or delay the conclusion of missives until we are satisfied that sufficient funds are available.
14. If MFL undertakes work on your behalf and you, or third parties, withdraw from the transaction, for any reason, you will be liable for any abortive costs we incur. The cost of abortive transaction will be dictated by the amount of work completed up until the point we are advised to abort the transaction. If the transaction is aborted just prior to settlement, then 100% of the costs quoted for the full transaction will be due. Obviously, we are unable to advise in advance of any aborted transactions. Please note corrective conveyancing may be involved in a conveyancing transaction in order to provide a clean title and this work will not be included in any fixed fee. It is difficult to provide an accurate estimate for corrective conveyancing until we know the extent of the work involved.
15. Where no estimated fee is provided to you in advance of your instruction to commence work on your behalf, please refer to the Terms of Business where an hourly rate will be calculated based on the work carried out for you.
16. Separate Lender Representation - If your lender insists on instructing their own Solicitor to represent them a £250 + VAT fee will be applied for the additional work involved in complying with their lender's Solicitors' requirements.
17. Funding by third parties or where a gifted deposit is used to purchase your property - We need to do anti-money laundering checks on the provider to check source of funds, including reviewing and requesting their bank details, carrying out ID checks and confirming proof of address. If any funding towards the transaction is being provided by a third party, such as a family member, a £150 + VAT fee covers the cost of our writing to the person providing the funding, checking their identity and their evidence of funds.
18. The cost of a legal report and property enquiry report is £195 as of November 2024.
19. The costs of a Plans Report Level 1 is £97, plans report 2 is £132 and a Plans Report Level 3 is £195. From 19th August 2025 the costs of a Plans Report Level 1 will increase to £153 and a Plans Report Level 3 will increase to £275. Your solicitor will confirm which report type will apply.
20. The cost of a coal authority report is £85 as of October 2025.
21. Arranging or reviewing Title Indemnity Policy (per policy) – If, following a review of the title and the search results, it becomes apparent that an indemnity policy is required we will apply this fee in respect of obtaining a quotation and a draft policy and forwarding the same to you for review. In some instances, you may not feel a policy is necessary, however a policy may be required to protect your lender's or buyer's interests. Please note the fee for arranging the policy is £75+ VAT and the cost of the policy itself will be additional fee. Where we have to review a policy provided by a seller when you are buying a policy the costs will be £30+VAT.
22. Where we are asked to assist with a Help to Buy ISA the fee will be £50 + VAT.
23. Where we are asked to assist with a Lifetime ISA or Cash ISA the fee will be £150 + VAT.

24. Where we have been instructed on multiple properties and there is credit and debit balances on different properties, we will be entitled to debit any credit balances and send you the net amount after the deduction of our fees and outlays.
25. Where your lender is a member of Lender Management Services, or Lender Exchange and we have to upload documents to the LMS or Lenders Exchange which incurs a charge of £60 + VAT. We must also prepare an Advance Notice to the keeper to protect the lender which will be a separate charge of £20 + VAT.
26. We will store your documents electronically after we complete your transaction and will then destroy the documents. We will assume, if you don't inform us otherwise, that you have consented to your documents being destroyed. We will use a specialist contractor to store your documents as a cost of £20+VAT. We don't accept any responsibility for any failure by our specialist contractor to recover your documents and you accept that any recourse will be against the contractor. You should let us know in writing if you wish to retain a hard copy of your documents.
27. When you complete a purchase transaction with this firm it is your responsibility on completion to request and retain all the original completions certificates, building warrants, NBCC certificates, planning permissions or any other documents that would be relevant to a future sale. We will only hold copies of documents for a period of 5 years. We will not be responsible for any delays in forwarding you any copies of any documents if it delays a future sale. All copy documents are held in external storage and may take up to 21 days for recovery. There is a charge of £50+vat for the hard copy recovery of any documents. Please send any requests by email and ensure you receive an acknowledgement, so your request is being actioned.
28. The cost for Anti Money Laundering, ID Verification & Compliance will be £105 + VAT per person. If you are a client or company from outside of the United Kingdom, please ask for a quote.
29. The cost for post & incidentals is £17.50 + VAT.
30. We charge a fee of £30 +VAT for arranging an electronic transfer of funds for either a sale or purchase.
31. We may we receive a fee/commission or pay a fee for referring any work to another legal Firm or third-party service provider where specialist advice is required out with the expertise of this Firm. You should have no objection to this arrangement.
32. All prices quoted in any fee quotes or on our estate agency agreement, including our commission rates, will be subject to VAT unless otherwise stated clearly in writing which may only relate to some non-vatable outlays. No member of our staff will verbally confirm fees are not subject to VAT and it is not this Firm's policy to quote any fees inclusive of VAT. If you have any dubiety about VAT, always assume fees do not include VAT. If you believe you have been verbally told our fees are inclusive of VAT, you must obtain this in writing or by email. Where a genuine mistake, oversight or omission has been made by this Firm in a quotation, we reserve the right to requote with the correct amount and reserve the right to withdraw if the correct amount is not acceptable to you. Clients should always request their cash account before concluding missives or settling a transaction, so you are fully aware of all costs and outlays before proceeding so you have adequate funds to settle your transaction, including fees.
33. Where a client has received an email quote or a verbal quote to our fees, and then signed our estate agency agreement at a higher fee structure, the official signed estate agreement will be accurate reflection on what has been agreed by both parties and services entered into. All previous quotes or verbal quotes must be disregarded. All clients must take their time to check all the costs on the agreement as you will be legally bound by the term and conditions, and pricing of the agreement. We will not accept that you did not know what you were entering into at a later date, or when you received your final cash account.
34. If we have to get involved in translating any documents, the costs will be £150 + vat per hour. Any translation work where we don't have the inhouse skills to translate the work any external costs will be passed on to you.

35. Where we have agreed an incentive-based estate agency fee, and we achieve an offer that would qualify for our incentive fee, and you subsequently ask the buyer to reduce the offer for whatever reason we will nevertheless be entitled to base our fee on the enhanced offer.
36. It is your responsibility to inform the Factor that you are selling your property and to ensure all outstanding Factor payments are paid up until the date you sell your property. Due to GDPR many Factors will not release information about your account to third parties and as such MFL can take no responsibility to advise the Factor of the sale of your property or to ensure any outstanding payments on your account are made on your behalf. Sellers should familiarise themselves with their Factors Terms of Business particularly in regard to penalties for late payment or failing to advise your Factor of the sale of your property. MFL take no responsibility to notify your Factor of your sale. It is also your responsibility to advise your Solicitor in writing that a Factor has been appointed to your property with their name, email address, contact number and postal address. You must also check prior to any sale of your property with your Factor if there is any outstanding maintenance or repairs to be carried out to your property you must advise your appointed Solicitor in writing so they can advise the purchasing Solicitor to avoid any future claim against you by your purchaser.
37. You must always during a transaction act in good faith and where there is evidence that a client has acted in bad faith to reduce their fees or to cause unnecessary work for this firm, we will be entitled to charge for any act of bad faith that involves this firm in unnecessary costs.
38. Where an incentive-based estate agency fee is based on a period to achieve the sale the period will relate to the time to receive an acceptable not the time to actually receive the actual funds from sale.
39. Where an estate agency fee is based on an increased percentage amount above an agreed sale price the increased percentage will apply to the entire sale price not just the part of the sale price above the agreed price, unless stated otherwise within the Estate Agency Agreement.
40. Where a sales bonus has been agreed above a certain sales price our sales fee percentage will still apply to the full sale price achieved, unless stated otherwise within the Estate Agency Agreement.

16. Porting of Mortgage and Early Repayment Charges (ERCs)

Where you intend to port your existing mortgage to a new property, it is your responsibility to ensure that any redemption statement obtained in connection with the sale of your property accurately reflects your position, including any applicable Early Repayment Charge ("ERC").

If your existing mortgage is not successfully ported, or if the terms of your mortgage give rise to an ERC, you will remain solely liable for payment of any such ERC to your lender.

We will obtain a redemption statement from your lender prior to settlement based on the information made available at that time.. It is your responsibility to review and confirm that the redemption figure (including any ERC) is correct and to notify us immediately of any discrepancy.

In the event that any ERC, shortfall, or additional sum becomes payable following settlement, you agree to pay such amount to us upon written demand.

17. Billing Frequency

Our bills may be issued on an interim basis as work in progress accumulates or, on completion of, or at a natural break in the course of the relevant matter unless a separate agreement is reached with you in writing. As appropriate we may ask clients to make a payment on account of fees and outlays at the outset and during the conduct of the work.

In accordance with our Terms of Business and contractual Estate agency Forms, **payment will become due on account for every 10 accompanied viewings.**

In accordance with our contractual Estate agency Forms, the Marketing Fee is valid for 6 months and is renewable every 6 months and thereafter until the property is sold or withdrawn, therefore,

this fee will become due on account for every 6 months on the market. Where the Marketing Fee has been waived, we are entitled to charge a marketing fee of £150 after 6 months, payable on invoice or, where the marketing, home report or production fees have been deferred. MFL are entitled to withdraw from acting in the marketing of your property if it has been on the market for more than 12 months and where all outstanding fees will become due.

18. Terms of Payment

1. Accounts issued by us whether for final or interim fees or for outlays are due for payment on presentation. We reserve the right to charge interest at 1% per month (APR 12.68%) compound at monthly stops on any debit balance. We will not normally be prepared to continue acting on your behalf should fees remain outstanding over 30 days or if the credit limit on your account has been exceeded. If we cease to act for any reason, the full amount of work carried out and outlays incurred up to that date and presently unbilled will then be billed to you. We reserve the right to deduct fees from sums held by us on your behalf before we remit monies to you and to exercise a lien on all papers including Title Deeds held by us in respect of our unpaid fees and outlays. Even where arrangements exist whereby you have an entitlement to recover fees from third parties, you are primarily responsible for payment of our fees in accordance with these Terms of Business. Where we instruct third parties or incur court costs in recovering outstanding monies, we will be entitled to pass all these costs onto you.
2. Sometimes other fees, costs, or expenses come to light and in some cases many months after issuing you our final accounts. You will still be responsible for making good on any outstanding payments due to us in such instances.
3. Sometimes genuine accounting errors may occur, or certain costs overlooked when working out your cash account or preparing an estimate of costs and outlays. Where a genuine error has occurred, you will still be responsible for making good any shortfall once we bring the matter to your attention. Any penalties incurred after we have brought the shortfall to your attention will be your responsibly.
4. Sometimes genuine accounting errors may occur where we wrongly make an overpayment to you. You must inform us immediately if you have reason to believe you have received surplus funds in a transaction. You will be responsible for all recovery costs and interests for any delay in returning surplus funds received to this firm.
5. Any requests for estimate of fees will only ever be an estimate and clients should never rely on any figures provided by a member of staff to decide on any matter relating to their transaction. Clients should always request and seek an up-to-date cash account from our cash room for an accurate account of their fees up to the date and time of the request. Clients must accept that even cash accounts might not be 100% accurate if the transaction has not completed as any third-party costs may not have been added to your cash account until we have received an invoice, or any additional legal work added to your account until it is complete.
6. Where a property sale is Estate Agency only, we will require a mandate signed and credit card details to secure our fees in the event our fees and commission are not transferred from your Solicitor.

19. Expenses in Court Actions

If we act on your behalf in connection with a Court action in which you are partly or wholly successful, you may be awarded expenses against your Opponent. You should note however that an award of expenses does not necessarily mean that you will recover these. For example, if your Opponent is sequestrated or made bankrupt you may be unable to recover those expenses awarded to you against him. In any event, you will remain liable for our whole fees and outlays incurred on your behalf whether or not you are successful in an action. It is also important to be aware that in practice, any fees awarded against your Opponent generally do not cover all of the fees you incur in connection with the conduct of your case and invariably there is a shortfall which a successful party requires to meet themselves. If expenses are recovered from the Opponent, you will be given credit for them against your fee note.

20. Deduction of Fees and Outlays at Source

Where we receive any sums which belong to you, we shall be entitled to deduct from those sums all outstanding fees and outlays due to our firm before sending the balance to you.

21. Legal Aid and Legal Advice and Assistance

1. There are two types of Civil Legal Aid which are offered by the Scottish Legal Aid Board. These are known as **“Civil Advice and Assistance”** and **“Civil Legal Aid”**. Civil Legal Aid covers the legal fees and outlays when a solicitor is representing you in court proceedings in Scotland. Civil Advice and Assistance covers legal fees and outlays when a solicitor is providing advice on most matters of Scots Civil Law. Civil Advice and Assistance only applies to matters which are unrelated to court proceedings. However, it can also be used to meet the fees in respect of making an application for Civil Legal Aid.
2. Legal Advice and Assistance and Civil Legal Aid are generally available to cover the work connected with Civil Litigation and any pre-court negotiations in legal disputes concerning matters of Scots Law. The Scottish Legal Aid Board will only facilitate a grant of Legal Aid if there is a basis for a successful outcome on the merits of a case. In most cases Legal Aid will only be provided if certain financial thresholds in terms of the capital and income of the person applying for Legal Aid are met. However, the Firm is not required to offer Legal Aid and we have discretion about the matters which we elect to offer Legal Aid in respect of. The Firm does not offer Legal Aid Advice and Assistance in any matter. We only offer Civil Legal Aid in a restricted number of cases when a party is pursuing a Guardianship Order. This is due, in part, to the widely held view that the payment offered by the Scottish Legal Aid Board to Solicitors is not commensurate with the work required of a Solicitor in such a case. Accordingly, while you may meet the merits and financial tests imposed by the Scottish Legal Aid Board this firm is unlikely to prepare and submit an application for legal aid on your behalf in any matter, save for an application for Civil Legal Aid when pursuing a Guardianship Order. This is an extremely important consideration before embarking upon any proceedings and it is important that you fully understand the significance of this at the outset. If you want to instruct a solicitor under a grant of Legal Advice and Assistance from the Scottish Legal Aid Board or Civil Legal Aid outside of terms offered by us, you will require to instruct a solicitor who offers this. Please do not hesitate to seek clarification of the position if you are in any doubt. If you instruct the firm, it is important for you to be aware that you will be liable any fees incurred which are not covered by any grant of Legal Aid.
3. If you are not eligible for Legal Aid when you initially instruct us, but there is a change in your financial circumstances, you will require to make an appointment to see the person dealing with your case in order that you may be reassessed for Legal Advice and Assistance or Civil Legal Aid. However, the Firm will not offer to continue representing you on a Legal Aid Fee paying basis save for those matters referred to in paragraph 20(2) hereof.
4. Your eligibility for Legal Aid is normally decided by the Scottish Legal Aid Board prior to proceedings being raised on your behalf. However, if urgent steps require to be taken in any action Court proceedings can be raised pending the outcome of your application to the Scottish Legal Aid Board in certain restricted circumstances.
5. We are required to make you aware that in certain circumstances you may be required to pay a contribution towards your Legal Aid. This is usually determined by the Scottish Legal Aid Board based on the capital and income of the legally assisted person. However, Civil Legal Aid which is being provided to pursue a Welfare Guardianship Order or for a Financial and Welfare Guardianship Order combined is not subject to any means testing. This means there will never be a Financial Contribution towards a grant of Civil legal Aid in these cases. In the case of a purely

financial Guardianship Order there is a means-based assessment. However, this is based on the capital and income of the incapacitated adult as opposed to our client.

6. In some cases, if you are granted Advice and Assistance and/or Legal Aid and property is recovered or preserved on your behalf, you may be liable to pay the solicitors fees and any outlays out of property recovered or preserved. It is a fundamental principle of the Scottish Legal Aid system that if a person is awarded legal aid and recovers money or property as a result of the assistance provided by the Scottish Legal Aid Board that individual is required to pay his or her legal expenses from the money or property recovered. As of April 2011, there is no figure exempt from the claw-back provisions, and accordingly should any money or property be recovered it is highly likely you will require to meet your own legal expenses. This is an extremely important consideration before embarking upon any proceedings with the benefit of Legal Advice and Assistance or Civil Legal Aid and it is important that you fully understand the significance of this at the outset. **For the avoidance of doubt this provision only applies in cases where there is some type of financial recovery. Therefore, it would not apply when pursuing a Guardianship Order.** Please do not hesitate to seek clarification of the position if you are in any doubt.

22. Sales and Purchases of Property: Cleared Funds

When you are selling property, we will deduct all outstanding costs together with our fees from the sale proceeds as soon as practicable after the date on which the sale is completed. When you are purchasing property, fees and costs will be payable by you by agreement, but no later than the date on which you become the owner of the new property. Financial transactions carried out upon your behalf will be affected only when we hold cleared funds.

We require payment prior to settlement of your own contribution towards the price and any outstanding outlays into **McEwan Fraser Legal Client Account with Virgin Money, 83 George Street sort code 82-62-27, account no. 90074498** by means of CHAPS transfer, or alternatively by means of a cleared Building Society cheque or Banker's draft. We will not be responsible for if you send funds to another account number. You will never be asked to send funds to a different account that isn't in our Terms of Business.

To avoid cyber security threats where fraudsters clone your email address and request funds from the proceeds of your sale be sent to a bank account not belonging to you it is now this Firm's policy to send all net proceeds from your property sale or other free proceeds to you as a cheque to your correspondence address on file unless otherwise agreed. You should allow 4 working days for a business cheque to clear and where the free proceeds are required for an onward purchase you should make the necessary arrangements regarding entry dates.

23. Purchases of Property: Survivorship Clauses

Where we are instructed by more than one person in a property purchase transaction, we shall assume that the title to the property concerned is to be taken in the joint names of those persons in equal shares unless we receive instructions to the contrary. We will not include survivorship clauses (clauses to the effect that on the death of one of the parties, their share of the property is to pass automatically to the survivor(s)) without specific instructions to that effect from all of the parties instructing us. We always recommend clients have a will if they want to specify where their share of a property should go to.

24. Land and Buildings Transaction Tax – Additional Dwelling Supplement

1. With effect from 1 April 2016, Additional Dwelling Supplement will be chargeable (currently 8%) if, at settlement of the transaction involves the purchase of a dwelling in Scotland and the buyer owns more than one dwelling (whether in Scotland or another country).

For example, if individual A owns a dwelling in which they live in (their main residence) and then buys a new buy to let or second property then the ADS supplement will apply.

If individual B owns both their main residence and a buy to let or multiple other properties and sells their main residence and purchases a new main residence, then the ADS supplement will not apply to the purchase of the new residence providing their original main residence property has been sold.

If a buyer purchases another main residence and their existing residence is not yet sold, then ADS will apply, however, the buyer may claim back the ADS from Revenue Scotland if they sell their main residence within 36 months. Clients should have sufficient funds to fund the ADS until such time as their existing property sells and they then can claim a refund of ADS from Revenue Scotland.

In certain circumstances where you are cohabiting with a partner and you purchase your first home, you may still be liable for ADS if you do not intend to live in your new home.

2. All limited companies, LLP, Trusts, or businesses will be subject to ADS when purchasing residential property. There is no ADS on commercial properties. We will assume you have taken the appropriate ADS & LBTT tax advice before making any offers for a property.
3. For the avoidance of doubt LBTT and ADS rules can be complicated and not straightforward, and clients should always seek independent tax advice from a tax specialist to ensure they are fully aware of their tax liability. MFL are not tax specialists and will not accept any liability for any shortfall of any property tax on your purchase.

Any advice provided on ADS or LBTT will be for guidance purposes only and should not be relied upon as guaranteed tax due. It is your responsibility to check the exact circumstance of your tax position with Revenue Scotland including any recent changes in the legislation that may affect your purchase

4. There are some exceptions from ADS when purchasing 6 or more properties and properties purchased under £40,000.00 and you should always check the exact tax position with your tax specialist. You may also be liable for LBTT and when transferring mortgage consideration.
5. It is the responsibility of you the buyer(s) to make a full disclosure to this Firm of all properties you may own anywhere in the world and your own personal circumstances when buying a property or properties. We will not routinely provide LBTT or ADS advice **and it is assumed you fully understand LBTT and ADS rules** and that you have read our Terms of Business. If this Firm subsequently discovers that a full disclosure of your circumstances have not been disclosed, you will be liable for any penalties plus interest levied by Revenue Scotland. If you are in any doubt about your tax liabilities or you are not familiar with the rules surrounding ADS or LBTT you should check <https://www.revenue.scot/land-buildings-transaction-tax> website and this website includes a LBTT and an ADS calculator, so you can accurately work out in advance what your liability is for LBTT or ADS before commencing a purchase of a property or properties. All limited companies or businesses will be subject to ADS when purchasing residential property.
6. You should be fully aware it is your responsibility to pay any ADS or LBTT within 28 days of your property completion to Revenue Scotland and we will not be responsible for any late payments. We are required to collect ADS and/or LBTT on settlement of your transaction.
7. Where you require our services to claim back any ADS from Revenue Scotland after you have sold your principal private residence there will be a fee of £50+VAT for the time and admin involved.

Where you are due a refund of ADS it is your responsibility to reclaim your ADS from Revenue Scotland

8. Please note where you ask us to estimate the costs for ADS or LBTT any costs provided are for guidance purposes only and are not guaranteed. If your purchase price or circumstances change, we will not be held accountable for any increase or change in these property taxes.

Clients should always satisfy themselves and check on the Revenue Scotland website calculator to confirm the correct taxes relating to their purchase before proceeding with any transaction. Please note Revenue Scotland can change LBTT and ADS at very short notice and we will not be responsible for any changes in these taxes.

9. Please note that you may receive a cash account for your purchase in which the calculated LBTT or ADS may be incorrect. If an over payment has been made, you will be entitled to a refund. However, if there has been an underpayment, you will be fully responsible for settling the outstanding amount.
10. Please note ADS is a self-assessed tax. It is your responsibility to ensure that you have sufficient funds available before entering into any property transaction. It is your responsibility to ensure any ADS reclaim is made in the requisite Revenue Scotland timescale. We are not responsible for reminding you of any future reclaims

25. Executry and Trust Work

Our fees for Executry work will either be 3-5%+VAT or a fixed fee depending on the complexity of the work involved, plus any outlays on the total value of the deceased Estate with a minimum fee of £2,995+VAT plus outlays such as court fees unless otherwise agreed. Where it is obvious an Estate becomes contentious or complicated, we may charge an hourly rate at £295+VAT per hour for any additional work required above our fixed fee or percentage. We normally deduct our fees from the Estate but may seek interim payments on account where it is apparent there is sufficient funds to settle our account.

Where there is no Will there will be an additional fee of £1195+VAT, plus any outlays, where we have to apply to the court for an appointment of an Executor of the deceased Estate. Where there is no will we normally have to source a bond of caution insurance and we are entitled to charge £100+vat for any work involved.

Unless you tell us otherwise, we will do a sweep of up to 190 banks in the UK, pensions, insurance policies and shares of the deceased and our fee for this service is £395+vat and includes writing to these institutions for any date of death balances.

When we handle an Executry, we will interpret the legislation in good faith when administering an estate however there may be occasions for various reasons that an estate is overvalued, or a beneficiary is overpaid their share of the estate. It will be the Executors responsibility to make any retrospective claims of any over payments made to beneficiaries to meet any underpayments to HMRC or any unexpected liabilities on the estate. MFL will not be responsible for any unjustified enrichment of a beneficiary.

A property Trust is not designed to avoid IHT if the value of a deceased estate is above the nil rate band and there maybe tax implications. If a client's objectives are to avoid IHT when setting up a Trust, they should seek independent advice from a regulated qualified financial advisor and provide this firm with instructions.

If you sell an Executry property or transfer a Trust property to a beneficiary you must get approval from the professional Trustee if appointed such as MFL (Trustees) Ltd. The Trustee has absolute power to appoint their choice of estate agent or solicitor to handle all work in relation to winding up the Trust and distributing any funds to a beneficiary. The professional Trustee does not normally charge annual fees for administering a Trust but is paid their fees when winding up a Trust.

When agreeing a Time on Line basis to feeing Executry Work our fees will be independently assessed by a Law Accountant and the fee charged by them will be borne by the Estate. All other terms and conditions apply.

26. Guardianships

We normally offer Civil Legal Aid for the Court proceedings connected to Guardianship orders if you are pursuing an order. For the avoidance of doubt, we do not offer Civil Legal Aid to oppose a Guardianship Order. We do not offer Civil Legal Advice and Assistance. If you want to make an

application for Legal Advice and Assistance, you will require to instruct an alternative firm of solicitors who offers this service. We render a private fixed fee of £995+VAT paid up front to provide the initial legal advice and to undertake the work in connection with the drafting and submission of the Civil Legal Aid application. If we start the process for a Guardianship Order and the application is aborted for any reason, there will be no refund of the initial fee.

27. Matrimonial

We will normally engage in standard matrimonial work on an hourly rate of £295+VAT per hour plus any outlays. We may seek payment to account before starting any work and interim payments for work carried out throughout the separation. We may also offer to do work on a fix fee, but this should be agreed at the beginning of any instruction. In the absence of any fixed fee in writing then our hourly rate will apply.

28. Sales, Purchases, Litigation, Private Client, and other Legal Work

Partner - £395 + VAT per hour

Associate Partner - £350 + VAT per hour

Senior Solicitor - £325 + VAT per hour

Solicitor - £295 + VAT per hour

Trainee Solicitor or Paralegal - £195 + VAT per hour

Senior Paralegal - £250 + VAT per hour

Trustee work - £375 + VAT per hour with a minimum charge per instruction of £150 + VAT

29.Planning & Development Matters

When purchasing a property, Property Enquiry Certificates (PEC) and local authority searches have limitations and do not necessarily disclose all planning applications, proposed developments, road schemes, environmental matters, neighbouring land use issues, or other matters which may affect the property or surrounding area. Our investigations are generally limited to matters disclosed within the standard conveyancing documentation and search results obtained in the transaction.

Accordingly, if you have any specific concerns regarding planning matters, proposed developments, neighbouring land, commercial developments, roads, infrastructure projects, or any other matter which may affect the property or its future value or enjoyment, you must advise us immediately and provide clear instructions for any additional investigations you wish to be undertaken. Unless specifically instructed otherwise in writing, we will not routinely carry out separate or additional investigations into planning or development matters not disclosed within the Property Enquiry Certificate or standard conveyancing searches.

30. Post-Settlement Claims

In ordinary course the fee which we charge for a sale or purchase transaction does not include any work carried out for post settlement claims raised in terms of the missives. However, as a gesture of goodwill we will normally write one letter on our client's behalf to help to resolve any matters. If further work in respect of such matters is instructed including litigation work, we will charge for this work at our standard published rates as per above Clause 23. Please note any claims for intimation of defects we will write one letter thereafter any further work will be on an hourly rate.

31. Auction Sales or Purchases

1. Purchases

Please note that when we are instructed to handle the conveyancing in an auction purchase, once your auction bid has been accepted you have deemed to have accepted the Title conditions and are now fully committed to the purchase. We will not be responsible if you have purchased a property with a defective or onerous Title. As such you are legally committed to the purchase as you have effectively concluded missives. This means you have accepted the title and the current condition of the property.

We always recommend before buying at auction to let us review the articles of Roup, the Home Report (where applicable) and the Title pack prior to purchasing any property at auction. Please be aware it is often difficult to obtain a mortgage for auction purchases at short notice and if you don't complete the purchase on the date specified in the auction terms and conditions you may lose your deposit or you may find the buyer pursuing you for specific implement of the contract meaning you may be liable for any shortfall if the seller has to remarket the property.

When purchasing at Auction our fees are paid in advance due to the quick timescales involved and transactions not completing. If you don't proceed with your auction purchase any deposit paid to the auction house is normally nonrefundable.

2. Sales

When selling at auction it is your responsibility to ensure that you have disclosed to us all relevant issues with the property that you should or ought to have been reasonably aware of. For example, is the property tenanted? Is the property VAT registered? are there any onerous conditions in the Title?

It is your responsibility to inform the auction company of all relevant issues that a buyer should reasonably expect to have been made aware of in regard to the marketing of your property. You are also responsible for any claims or misrepresentation you make in any auction marketing material.

We will provide no advice on the sale and will only be responsible for transferring the Title at the price stated in the disposition from you, to the buyer. By signing the disposition, you are agreeing to the price and the description of what you are selling to be accurate, if you are in any doubt please speak to your solicitor. If VAT is applicable on your sale, you should ensure the VAT element is disclosed in the disposition and all marketing material. If you wish to include any conditions in your sale, you must ensure these conditions are correctly advertised in the Articles of Roup prior to the auction date.

Where we include your legal fees in the auction pack that is by way of a buyers premium and no payment is received by the buyer then you will be responsible for covering our legal fees.

32. Independent Fee Assessment

A third-party accountant is always available to provide a third-party assessment of a fair and reasonable fee for any piece of legal work carried out for a client of the firm. On occasions, to ensure that a file has been correctly charged, we may voluntarily send your file to a law accountant.

Should you at any time be dissatisfied with the amount of any fee charged by us, then you are entitled to ask us to have a law accountant to review your file and set an appropriate level of fee for the work completed. If the law accountant reduces the amount of our original fee, we will be responsible for the law accountants fee. If, however, the law accountant confirms that our fee is correct or undercharged, then you will be responsible for the law accountants fee and any increased fee.

Where fees are fixed and agreed in advance of your transaction then any fee should not be subject to an independent assessment unless the work on your transaction greatly exceeds a typical normal transaction. Third party outlays will not be subject to an Auditor's assessment as outlays are non-negotiable costs.

33. Outstanding Monies

1. You are entitled to change Solicitors at any time, but you are responsible for the fees and any other outstanding payments due to us until the time of the change. We are entitled to hold any Title Deeds, Home Reports, files, or other papers of yours until payment of any fees (final or interim) or outlays or other outstanding payments due are paid in full. Said payments includes any interest due under Clause 15.
2. Any client who terminates their dealings with McEwan Fraser Legal or changes to another Firm of Solicitors or Estate Agents all outstanding fees and outlays paid on your behalf become due immediately on termination We are entitled to pursue all outstanding fees including the cost of debt recovery and legal action for service rendered regardless of the expiry of time.
3. All fees including estate agency commission become due when a formal offer is accepted if not using McEwan Fraser Legal for the conveyancing work. This condition will be strictly adhered to as you are terminating our services if you use the services of another legal Firm. Where a property sale is Estate Agency only, we will require a mandate signed and credit card details to secure our fees in the event our fees and commission are not transferred from your Solicitor.
4. Where there is any dubiety about an introduced buyer, we are entitled to withhold hold any Title Deeds, Home Reports, files, or other papers of yours or remove your property from the market until we are satisfied that the buyer was not introduced while we were marketing your property.
5. Our full estate agency fee becomes due including any legal work completed if you should withdraw from the missives after you have formally accepted a formal offer on your property.
6. In the event that you fail to pay our fees (interim or final), outlays, other outstanding payments and any interest due by you, you will be responsible for any additional fees/costs incurred by us to recover payment from you. Such action to recover sums due includes, but is not limited to, the services of a debt recovery agent and the services of a tracing agent. Said sums include any court costs incurred to lodge court documentation, costs to serve court documentation through Sheriff Officers on you, costs incurred by us to instruct local agents and the travel costs for any court appearances and any other costs incurred by us to recover any sums due by you. In the event that a court decree is granted in our favour with an award of expenses (defended or undefended), any fees/costs we have incurred not met by the expenses awarded by the court shall still be due by you.
7. You will be responsible for any fees that come to light that we may have missed after we have issued your final account. Sometimes we may not be able to provide all costs with your final account as we may have not received costs from third parties when your final account was prepared.
8. If during a Legal transaction you are unjustifiably enriched where this Firm have passed excess funds to you in error or by oversight, you will make immediate steps to repay any sums in full to this Firm. We will be entitled to charge interest at judicial rate of 8% per annum on any delay in return.
9. If you should put your property on hold or withdraw from the market for any reason you will be responsible for any outlays, we have incurred on your behalf up until that point. We will not remove your property from the market including all portals until our fees are paid in full.
10. We can offer no guarantees to sell a property and we cannot provide any accurate time scales on how long your property will take to sell. Clients should be aware that any estimate on the value of a property or how long it will take to sell are exactly that, an "estimate". Estimates are based on the value of the Home Report and the Valuer's knowledge of the local area. Clients should be aware market conditions can change quite quickly depending on economic market conditions - such as interest rates, availability of funding, political changes, the amount of property for sale in a particular area and similar properties selling for lower than your own property. Where we have been unsuccessful in selling your property, we offer no refunds on any outlays paid to market your property. All outlays that we have deferred on your behalf, such as For Sale Boards, media packages, Home Reports, marketing fees, photography, and production, ESPC fees or any legal work commenced on your behalf including ID checks and search fees. All these deferred outlays for the marketing of your property will be required to be

paid in full, irrespective of a successful sale or any perceived service issues. Service issues to not negate payment for outlays this Firm has paid on your behalf to market your property and you should not get confused by the two.

11. Please note that your marketing fee is due every 6 months to cover your portal costs and the costs of servicing your property while on the market. Where any outlays remain outstanding or you do not take our marketing advice regarding your property, we reserve the right to remove your property from some, or all, of the portals.
12. If we are acting for you in a conveyancing transaction and either you or the other side withdraw from the transaction, we will nevertheless be entitled to our legal fees for all work completed up until that point. Clients should be aware that buyers can pull out of a purchase right up until the last minute and our fees will still be due in these circumstances.
13. Where we believe you are acting unreasonably to our staff or in our opinion make unrealistic demands of our firm that believe we cannot fulfil we will let you know. If you are still not satisfied with our explanation, we reserve the right to withdraw from acting for you and all outstanding fees become due, and no refund of fees will be provided. We will generally allow you to have uninterrupted marketing until a new agent is found for a maximum period of 14 days, but this is at our sole discretion.

34. Client Satisfaction

If for any reason you are unhappy about the quality of service provided, or the amount of our fees, then you should in the first instance take the matter up with the Solicitor with whom you have been dealing. Alternatively, should you prefer or if you feel your initial approach has not resolved any issues, we will invite you to raise the matter with our Client Relationship Manager. He or she will ensure that any such complaint is fully investigated, and that you receive a detailed response within 40 working days or 65 working days for more complex issues. If you are still dissatisfied, you are always entitled to take the matter up with our Compliance Director.

35. Professional Insurance

1. In relation to any instruction, you give us and services we perform on your behalf, the aggregate liability of MFL and its partners, members, employees and agents for negligence or breach of contract on its or their part shall not exceed the lower of (1) the amount, if any, specified in any Letter of Engagement between us and you and (2) £1,000,000. We shall not be liable for any indirect or consequential loss or damage (including but not limited to any loss of profits, goodwill or anticipated savings or other benefits).
2. We shall not be responsible for the consequences of, and shall not be liable for, any loss caused to you or any third party arising from any misleading, incomplete, or erroneous instructions or information given by you or where information or instructions are not given timeously. In respect of a claim by such a third party in such circumstances you will wholly indemnify us in respect of that claim.
3. In the event that you suffer or incur any loss, cost, damage or expense resulting from or arising from any matter carried out for you then you accept that your claim will lie solely with MFL and you agree not to bring any claim personally against any individual partner, member, employee or agent of MFL ("MFL Individuals") and the benefit of the limitations and exclusions of liability set out or referred to in these Terms of Business shall be held by MFL as agent and trustee for each of the MFL Individuals.

36. Clients Funds

We are members of the Law Society of Scotland, and subject always, to its rules and regulations. In accordance with these, all funds received by us on our clients' behalf are held separately from our own funds in clients' accounts. **For the avoidance of doubt no interest will be paid on client balances held by McEwan Fraser Legal.**

37. Taxation

1. We will assume, unless you notify us to the contrary, that you have taken appropriate advice as to the taxation implications of any matter when buying or selling properties. If taxation may be a relevant issue, then you should seek separate professional tax advice from a chartered accountant or relevant tax advisor. We take no responsibility for any taxation issues that may arise for you in the purchase or selling of property.
2. If you sell property in the UK other than your main home, you should check if there are any tax implications including capital gains tax implications with your accountant or relevant tax advisor. Capital gains tax has to be reported to HMRC within 60 days to avoid penalties. We do not routinely check the tax status of any property you buy or sell unless we specifically receive instructions in your letter of engagement.
3. Please be aware that McEwan Fraser Legal are not tax advisors or accountants and do not provide any tax advice on any legal transactions. This includes advice on LBTT, ADS, capital gains tax, company tax and reporting of inheritance tax.

Clients in any doubt about their tax position in any legal transaction should seek expert tax advice before entering in to any legal transaction with this Firm.

38. Key Dates

Unless we have agreed with you otherwise, we are not responsible to log, diarise and remind you of key and/or important dates which may require action by you. These are your own responsibility, and you should have adequate systems in place to ensure they are not missed and/or overlooked. This also applies to key dates which are dependent upon external factors and/or events of which we may not be aware. However, this does not apply to any key dates which are directly covered by your instructions to us, and which fall within the scope of our work to be performed for you.

39. Data Protection, GDPR, the Right to Privacy and Passing on Your Contact Details

1. MFL is a data controller pursuant to the Data Protection laws. While acting for you, we may require personal data about you. We are committed to complying with our responsibilities under the Data Protection laws in respect of such personal data. By engaging us to act for you on this matter, you consent to our collecting and storing certain personal information which will not be used other than in the normal course of providing advice to you. This may include the disclosure of personal information to our business partners or third parties, including by electronic means, as necessary for the completion of your work. We, or our approved business partners may contact you from time to time to inform you of products or services that we believe may be of legitimate interest to you and in particular we may release your details to our business partners, including mortgage brokers. We will only do this where it is necessary in connection with the provision of our services to you, and where we have sought agreement in advance from the third-party service provider that they will comply with the Data Protection Laws when handling your personal data.

You should notify us in writing if you do not wish to be contacted by any of our third-party business partners and if you do not wish your personal details shared with our business partners. We shall retain personal data for as long as is required in accordance with good business practice and the Firm's policy on document retention. We shall use our best efforts not to retain information about you once it is no longer required. Under the Data Protection laws you have a number of rights, and, amongst others, you may request details of personal information we hold about you. If you believe that any such information is incorrect or incomplete, please let us know. Any information that is found to be incorrect will be rectified. If you change your address or if your partner passes away and is a client of this firm it is your responsibility to inform us in writing to allow us to update our records, preferably by email so you have a documented record.

As a matter of course during a conveyancing transaction we may pass your personal contact details in good faith to the other side to assist in the sale or purchase of a property. For example,

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collecting keys or to answer specific queries relating to a property that only the buyer or seller would have knowledge of. If you do not wish your personal details passed to a third party during or post transactions, please let us know in writing.

Regarding Identity Verification and Use of Third-Party Services, as part of our legal and regulatory obligations, we use third-party technology provided by Amicus to carry out identity verification checks on our clients. By accepting our Terms of Business, you consent to us processing your personal data for this purpose and to Amicus processing your data on our behalf in accordance with their privacy policy.

Amicus may store your data for up to three years in line with their own data retention practices. Further information on how your data is processed and stored can be found in Amicus' privacy policy, which we recommend you review.

A link to Amicus' Terms & Conditions can also be found here; <https://amicus.co/policies/terms>

2. Where we experience a high volume of calls for viewings and where we are having difficulty contacting viewers, we will either pass these viewers your contact number or provide your contact number to viewers. Where you don't wish to conduct viewings in this manner, please let us know in writing. This process is designed to speed up communication and expedite viewings as quickly as possible.
3. Clients will consent to MFL providing their current contact information in relation to alleged outstanding utility debt, including (but not limited to) water, Council Tax, Non-Domestic Rates, gas, electricity, and factors fees.
4. Any mail that arrives at your old address we may pass your details to the new owner to forward mail to yourself. You can confirm in writing for us not to do so.

40. Subcontractors

We may subcontract parts of our service to approved business partners to handle any aspect of our work in connection with your transaction that we are unable to handle, or unqualified to handle. Any referrals to Home Reports companies, website portals including the ESPC, For Sale Board companies or specialised contractors we take no responsibility for the advice or work provided by them. Any staff on our website under the "Meet the Team" page may not be directly employed by McEwan Fraser Legal but may be employed by our business partners to help progress your transaction and you should have no issue or objection with these arrangements. We offer no guarantees how long a For Sale board will take to erect as this is a third-party service. By selecting a For Sale board to be erected at your property you accept that delays can occur, and we will chase these companies on your behalf but offer no guarantees. If your property goes under offer before a For Sale Board is erected, you will not be charged for the board.

41. Records

At the end of the transaction or litigation we will keep our files and papers (except for any of your papers which you ask to be returned to you) for no more than 10 years. We keep the file and papers on the understanding that we have the authority to destroy them 10 years after the date of the final bill we send for the matter. We shall not destroy documents you ask us to deposit in safe custody. We shall, however, pass on the relevant costs to you. We normally make a charge, at our discretion, for retrieving stored papers or deeds in response to new or continuing instructions to act for you. However, we reserve the right to make a charge based on our then current hourly rates for the time we spend reading papers, writing correspondence and/or carrying out other work necessary to comply with your instructions. We will respond to any requests for your records within a maximum of 60 days.

After you have terminated dealings with MFL and should you request your client file, we reserve the right to make a charge for recovery of all documents from external storage before we commence to return any documentation. In the interest of security and confidentiality, all client files must be collected from our head office. There will be a minimum charge of £95 + VAT to recover your file from external storage. To avoid delays when a client comes to sell a property clients should retain

copies of planning permissions, building warrants, completion certificates, building guarantees and any relevant guarantees a purchaser may require when you come to sell your property.

Please note that we will only retrieve data or files relating to your transaction where there are justifiable reasons for doing so and any requests must be detailed in writing. If your request relates to a specific part of your transaction, we reserve the right to only provide details on that part of the transaction. We reserve the right to take up to 60 days to provide any data, documents, Title Deeds, or any files relating to your transaction.

You accept that documents may get lost in the post or in storage or accidentally destroyed and you will have no recourse against the firm for any lost documents.

42. Whole Agreement, Variation of Terms, Acceptance of Terms and Severability

These Terms and Conditions, together with the letter accompanying them and any enclosed schedule of costs, will form the whole agreement between us to carry out the work referred to in that letter. We are entitled to vary these Terms of Business at any time by giving you fourteen days prior written notice. Your continuing instructions to us will confirm your acceptance of these Terms of Business.

If any of the terms or provisions of these Terms and Conditions and/or any letter accompanying them and/or any enclosed schedule of costs are found by an arbiter, court or other competent authority to be void or unenforceable, such provision shall be deemed to be deleted from said documents but the remaining Terms and Conditions, accompanying letter or schedule of costs, as applicable, shall remain in full force and effect insofar as not affected by said deletion.

43. Estate agency - Introduction of a Buyer

1. If we are marketing your property and you subsequently sell to a buyer known to you, including either a friend or family member, we are nevertheless entitled to our full Estate agency fees and outlays unless the potential buyer is disclosed in writing at the very beginning of the transaction prior to your property going on the open market. Verbal disclosure will not be acceptable.
2. If we are marketing your property and you subsequently sell to a buyer who has not viewed your property or introduced by this company, we are nevertheless entitled to our full Estate agency fees and outlays.
3. If you enter into an agreement with a Developer for McEwan Fraser Legal to market and sell your property where the Developer agrees to pay your Estate Agency fee, and should you subsequently not purchase the Developer's property and where we have introduced a buyer for your own property you will be liable for McEwan Fraser Legal's standard Estate agency fees at 1.75% plus all our standard Marketing fees. Where you enter into an estate agency agreement with this firm, and you subsequently enter into agreement with a developer to buy your property we will still be entitled to our agreed estate agency fee and all marketing costs as per our estate agency agreement including the cost of any Home Report we have paid on your behalf.
4. If you are selling a development or a number of properties and you contract MFL only to sell one, or a number of properties, and you subsequently sell other properties not contracted to sell by MFL, but you sell to buyers introduced to you by MFL for other properties we will be entitled to our full Estate agency fee.
5. If you appoint another agent to market your property while we are currently marketing your property and the other agent finds a buyer, we shall still be entitled to our full estate agency commission.
6. We reserve the right to withdraw from acting if you appoint another agent to market your property.
7. If you change agents to MFL and a buyer who was previously introduced to you from a previous agent, we will nevertheless be entitled to our full estate agency fees and any outlays.
8. It is an express term of this agreement that commission is payable upon the introduction of a prospective purchaser who expresses a willingness to buy at the full Home Report value in the

absence of any other offers at a higher amount. It is deemed McEwan Fraser Legal have provided you a buyer under the terms of this agreement if you accept a written offer and subsequently later reject that offer because of changes in your own circumstances we are nevertheless still entitled to be paid our full commission.

44. Part Exchange or Equity Advance Initiative

McEwan Fraser Legal do not operate either the Part Exchange or Equity Advance initiative but are operated by a separate investment company. No regulated partner of this firm has an interest in this investment company. It is important where you enter a Part Exchange or Equity Advance initiative you obtain independent legal advice so there is no doubt about any conflict of interest. It is important you get all figures detailed in writing so you can make an informed decision before you decide to accept a Part Exchange offer for your property or accept an Equity Advance to facilitate your forward purchase while your existing property is getting sold. Please ensure you have sufficient funds, and all figures are agreed, and you have signed any agreement from the investment company before you instruct us to conclude a missive.

45. Part Exchange

Please see our website for full details on our Part Exchange Service. For the avoidance of doubt not every property suits our criteria for a Part Exchange purchase. Any offer made on a Part Exchange property is unlikely to be made at market value as the costs of acquisition need to be covered such as ADS, LBTT, Legal costs and holding costs such as insurance, Council tax and utility costs. The main reason for PX not working is the seller's expectations on price are different from any amount offered. Please note the purchase of Part Exchange properties is operated by a third-party company and MFL only facilitates the purchase.

46. Equity Advance/ Profit Sharing Agreement

Where you use an Equity Advance from a third-party company to bridge a purchase where your property has not sold, please note McEwan Fraser Legal cannot advise on the agreement and you must take independent legal advice from another legal company. It is your responsibility to advise any lender for your purchase that you have used an Equity Advance for your sale to temporarily fund your purchase.

47. Any Promotions or Deferrals of HR or Other Third-Party Outlays Deferral of Fees

Where we agree to defer your fees or outlays such as Home Reports, photography, brochure production, For Sale Board, Advertising, and other miscellaneous incidentals until the sale of your property, the maximum deferral period will be restricted to 12 months from the date your property goes live on the market. At the end of 12 months if your property has not sold all outlays incurred by MFL on your behalf will become due in full. Where you defer fees, it is conditional that you use MFL for the conveyancing or we will be entitled to our full Conveyancing fee.

48. Home Reports

1. If we have a free Home Report promotion it will be subject to taking our full fee service package and accepting a HR Firm that does not provide a mortgage valuation. If your potential buyer is likely to need a mortgage you should upgrade your HR to a HR that includes a mortgage valuation. If you remove your property from the market with MFL or the property has not sold in 6 months, then the HR costs become payable in full. For the avoidance of doubt if you remove your property from the market with MFL the free HR offer will not apply. Please note you must quote the Free Home Report offer at time of instructing us to market your property.
2. If we defer the costs of your Home Report or If you remove your property from the market with MFL or the property has not sold within 6 months, then the HR cost becomes payable in full.

3. Any promotions or deferrals of the HR it is conditional that you use MFL for the conveyancing.
4. If you remove your property from the market and you list your property with another agent and you have not paid for your Home Report which MFL has paid on your behalf, you are not permitted to use the Home Report until you have paid the costs we have incurred on your behalf in full. It is against the law to market your property without a valid Home Report.
5. Where you instruct us to organise a Home Report refresh for a buyer and the sale subsequently falls through it is your responsibility to pay for the full costs of the Home Report refresh.
6. It your responsibility to pay for any Refresh Home Report unless you state in writing to your solicitor that you will not pay for the Refresh, and you are fully aware of the risks to your sale if you don't cover the cost.
7. It is your responsibility to pay for any Refresh Home Report requested by your buyer or your buyer's lender unless you state in writing to your solicitor to advise the other side that you will not pay for the HR Refresh costs. You must acknowledge the risks to your sale if you don't cover the costs on behalf of the buyer.
8. Please note our local valuer can only provide an estimate on what they believe the Home Report value of your property will be. For the avoidance of doubt any estimates will be entirely that "an estimate" of your property's anticipated Home Report value. The estimate will be based upon our valuer's local knowledge and the potential demand for your property. We cannot guarantee that our local valuer's estimate will match that of a professional chartered surveyor. Any value placed on a property is entirely subjective and the ultimate value will be what a buyer is prepared to pay for a property. Where we believe that the chartered surveyor has underestimated the value of a property and the Home Report is still in draft, we may provide recent sales evidence or other relevant factual information for consideration prior to a final value on your property being set.

Before you instruct a Home Report you must accept this is a third-party cost and we cannot accept responsibility if the value comes back less than our local valuer's estimated value. If you are in any doubt about the Home Report value or the value is critical to your sale, please seek other independent values before proceeding to instruct a Home Report. We will not refund or compensate you in anyway if the estimated value provided by our local property valuer falls short of what the professional chartered surveyor preparing the Home Report places on your property.

9. When you are purchasing a property, it is your responsibility to fully read the Home Report including the property questionnaire and the surveyor's comments to a conveyancer and bring up with your Solicitor anything you are concerned about or do not fully understand. We will assume in the absence of any concerns in writing from you that you are happy to accept the property in its current condition including any adverse comments regarding guarantees, alterations, flooding, appliances, safety issues, boundary issues, outstanding repairs including structural, burdens on the property and planning or planning applications issues. Where there is no Home Report typically on commercial or land purchases it is your responsibility to instruct specialist reports to ensure you are fully satisfied with your purchase. If you are in any doubt about anything you should always make your concerns known to your Solicitor and by email so you have a documented record of your concerns that you would like checked before concluding any missives

49. Removing Your Property from the Market / Introduced Buyer

If you remove your property from the market and you later sell your property to a buyer introduced or you accepted a viewing of your property after your withdrawal from this firm within the last 12 months either personally or through another Estate Agent who had previously shown an interest in your property while we were marketing your property, then we will be entitled to our full estate agency fees and outlays on the selling price. All outlays such as Home Report, photography media package, marketing, viewings, advertising and For Sale Board on confirmation of removal of your property from the market will become due in full.

If you are selling a single dwelling in a multiple dwelling site, for example, a block of flats or a new build site and if we introduce a buyer who subsequently buys another dwelling that we are not

instructed to sell we will nevertheless be entitled to the same contracted commission or fee for the original instruction.

If you put your property on hold all outstanding fees become due

We are under no obligation to pass you any interested parties that have expressed an interest in your property(s) should you remove your property(s) from the market with MFL.

50. Photography, Production & Printing

Once we have booked your photographer and allocated you a slot with your photographer, if you subsequently cancel, we are entitled to recover any loss for the time committed to this service. Please be advised that you will receive a draft copy of your sales schedule for approval. Sometimes minor errors do happen when drafting sales schedule or text for website marketing in respect of the text or photography. Please let us know immediately of any concerns or errors in writing and we will endeavour to make any change immediately in most cases, but certainly within a maximum of 5 working days. Please ensure you get an email acknowledgement of your request to ensure the matter will be actioned.

As you will know the property more intimately than your allocated valuer, it is therefore not unreasonable for you to request a number of changes in the layout, photography and written text until you feel the sales schedule correctly reflects your property. Please don't sign off on the schedule unless you are fully satisfied with the schedule content and may mean further photographs of your property. Once you sign off on your sales schedule, you accept the sales schedule is an accurate representation of your property and that you accept the quality of our design work and the quality of our photography.

Once the sales schedule has been produced, we will upload an online version, so your property gets immediate exposure. Once we send your sales schedule to print you will be responsible for the costs of printing the schedules, irrespective if a sale is achieved quicker than it takes the schedules to be produced. If you don't want your property marketed before we have the hard copy sales schedules you should let us know in writing. If you later decide that you wish further photography of your property, then this would be a chargeable service.

We will not accept any reduction in your fees if after you have approved your sales schedule and photography, you later decide that the quality of our work was not to your liking. We endeavour to get your property to market in the quickest possible timescales however we offer absolutely no guarantees in turnaround times which are dictated by the nature of the work, availability of photographers, the time involved in producing a professional graphic designed sales brochures and how quickly you sign off our work. Please allow up to 14 days to get your property to market and we will let you know if for any reasons this time scale has to be extended.

51. For Sale Board

1. If you choose to have a For Sale Board, you agree that the maintenance of the board is your responsibility while it is in your possession. It is your responsibility to re-erect the board if it is affected by weather conditions or by a third party. We are not liable for the loss, theft, or any damage to the For Sale Board provided or any damage/personal injury the For Sale Board may cause (to the extent permitted by law). There is a charge of £59.50 + VAT if an additional For Sale Board is required to be sent to you. For Sale Boards are erected by a third-party service provider who own the board and not MFL. MFL will request the board to be erected and removed timeously but will not be responsible for any delay by the third-party board company. Please allow up to 14 days for a For Sale Board to be erected. If the board is removed from your property and is the subject of fly tipping, then you will be responsible for any cost involved while it is your possession.
2. When a property goes under offer, you agree for a sold sticker to be displayed on the board subject to conclusion of missives. We are unable to advertise a property as still available either on the For Sale Board or on any Web portals if you accept an offer on your property.

52. Additional Marketing

If you instruct further marketing for example, premium web adverts or newspaper advertising of your property after your initial marketing all additional costs incurred by us in that respect will be due by you.

We take no responsibility for any errors in the marketing of your property made by third parties such as Rightmove, ESPC, Zoopla and Google maps. We will contact these third-party service providers as soon as any errors are brought to our attention but can provide no guarantees on the timescales it will take to resolve any errors. We are also not responsible for any "footprints" of your property left on the internet once your property is withdrawn.

If you are marketing your property in the Edinburgh and Lothian areas, it is part of our agreement that all Solicitors firms that are members of the ESPC must advertise in the ESPC website. Part of that agreement is all properties must be launched on the market with the ESPC 72 hours before other portals. This means you effectively enjoy 2 marketing launches of your property. If you wish your property to be launched onto the open market at the same time you must let us know in writing.

53. Complaints

1. If, during your transaction with this firm, you are not happy with any part of our service or communication with you, then you should raise the matter immediately, in writing, with your point of contact within the firm. If the matter has not been dealt with to your full satisfaction by your contact, you should bring the matter up immediately, in writing, with our Client Relationship Manager. Management of the firm are unable to formally deal with verbal complaints to your point of contact if we are not aware of the issues you may be having. We will request to see your written complaint during your transaction if you raise your complaint post settlement.

When our Client Relationship Manager responds to your complaint and if you are still not satisfied thereafter you should take the matter up in writing with our Compliance Director, stating any inaccuracies or discrepancies therein, with any response received from our Client Relationship Manager.

We prefer to see complaints by email, so there is a documental record of the date and time we received your complaint. If there are no documented records of your complaint during your transaction, we can't be expected to deal with your complaint. If you don't have access to emails, please send your complaint by post, with proof of posting, and call our Client Relationship Manager 3 days thereafter to obtain a reference number for your complaint so you know we have received your complain and it's getting actioned to avoid any future dispute regarding receipt of your complaint.

If you appeal your complaint to our Compliance Director, you should CC our Client Relationship Manager. Thereafter, you have the right to appeal any decision made by our Compliance Director to our CEO, however, our CEO will only consider an appeal where material evidence is provided which contradicts any findings or if there are any issues relating to the manner or professionalism in any of our previous responses to you.

Each stage of our Complaints Procedure shall be reviewed and signed off by our complaints Partner, Kenny Watt, failing which, another Partner available at that time, before we issue our response.

Any complaints should be brought to our attention immediately when they arise to allow us the opportunity to deal and resolve with legitimate complaints at the earliest practicable opportunity. With any complaint you make to this firm, it is a condition that you confirm the resolution you are looking to achieve and provide any justification or vouching for your resolution. Where applicable, please also state how any issues in our service has affected you. The more information you provide supporting your complaint normally allows us to provide an early resolution. Where applicable, it also helpful to provide evidence of any communications and any documents to support your complaint with an accurate date and timeline of when you first made your complaint. If you are not able provide evidence of your issues, and any communication issues during your transaction, then it is very difficult to give authenticity to your complaint and to complete a transparent investigation.

2. Complaints not handled to your satisfaction during your transaction.

If you feel our service standards are not to your liking or believe we have failed continually to adequately deal with your complaint during your transaction, you have the option to dis-instruct us immediately and engage with another firm of Solicitors. We will hand over your file to your new firm of Solicitors as a matter of urgency, to allow you to continue with your transaction as smoothly as possible.

3. Retrospective fee complaints

It is your responsibility to have considered all our fees and any outlays when you enter a transaction, and if you are not sure of any of our fees and outlays, please ask for an accurate and detailed breakdown. At the beginning of a transaction, please carefully consider our Estate Agency Contractual Agreement, together with these Terms of Business for all fees and outlays and our hourly rates for other Legal transactions. If you are ever concerned about fees, please ask for an interim account so you know exactly what your fees are at any given time.

4. Time Limits

We will endeavour to respond to any complaints as quickly as practically possible and we will always acknowledge your complaint within the statutory time of 28 days. We may ask you to attend a meeting to help resolve your complaint. You don't have to attend any requested meeting.

Where you have not responded to any requests for additional information in regard to your complaint within 3 months, we are entitled to close your complaint until we receive the requested information.

54. Scottish Legal Complaints Commission ("SLCC")

1. Ultimately, if we have not resolved your complaint having exhausted our internal complaints procedures or do not wish for us to handle your complaint, you have the right to then complain to the SLCC at Capital Building, 12-13 St Andrews Square, Edinburgh, EH2 2AF. The SLCC can be contacted by telephone on 0131 2012130 or at enquiries@scottishlegalcomplaints.org.uk by email. There is a facility to submit a complaint through the SLCC website at <https://www.scottishlegalcomplaints.org.uk/contact-us/>.
2. You will be the sole Judge as to when you believe a complaint to be exhausted. You agree to following our internal complaints procedure and exhausting our complaints procedure as detailed above however at any stage you can make your complaint to the SLCC. The SLCC is unlikely to accept a complaint if you have first not provided us the opportunity to resolve your complaint, and we are entitled to consider your complaint as premature if you have first not brought your complaint to this firm and given us the opportunity to respond. We reserve the rights to provide the SLCC with all telephone recordings, communication, and any personal information in connection with our defence of your complaint, and you should have no objection to us sharing your personal information to provide evidence to support and defend our position.
3. It is important that you are aware of the strict timelines for complaints to the SLCC. In particular you should be aware that:
 - i. If the complaint, or part of it, is about inadequate service a practitioner or firm has provided you, the time limit is 3 years after the date on which you were last provided with a service in connection with the specific piece of legal work you are complaining about.
 - ii. If the complaint, or part of it, is about inadequate service a practitioner or firm has provided someone else, (known as a third-party complaint), the time limit is 3 years after what is being complained about happened.

- iii. If the complaint, or part of it, is about the conduct of the practitioner or the practitioner being convicted, the time limit is 3 years after what is being complained about happened, or the date of the conviction.
 - iv. Only in exceptional circumstances will the SLCC consider a complain outside of this time limit. Further guidance on what constitutes an exceptional circumstance is available at <https://www.scottishlegalcomplaints.org.uk/your-complaint/further-information/time-limits/>.
4. Where we have commenced or intimated legal proceedings to recover outstanding fees, and we subsequently receive a complaint about our service, we will not pause any court proceedings.
 5. By signing our Estate Agency Contractual Agreement, you are deemed to have understood and accepted all fees specified in the agreement, including fees relating to a performance bonus payment. If you are in any doubt about any fees in the agreement, you should write to us prior to any sale proceeding as per our welcome email.
 6. We will not be responsible where you formally instruct us to accept an offer for your property, then we subsequently receive a complaint that MFL are responsible for you accepting that offer that you believe to be less than what you consider your property to be worth.
 7. Please note, any complaints about any aspect of our service does not negate your responsibility to pay any Estate Agency fees, contractual fees for work completed, and any costs incurred by this firm on your behalf.
 8. If you complain about our fee after work has been completed, for transparency we are entitled to have your file audited by an independent law accountant

55. VAT

All fees quoted by McEwan Fraser Legal are always exclusive of VAT at the prevailing rate. Where a fee or an external cost is inclusive of VAT, such as LBTT and registration fees, then these charges will be stated as inclusive of VAT or not liable for VAT. We will not accept any claims that our fees were inclusive of VAT unless provided in writing. For the avoidance of doubt all fees are exclusive of VAT unless otherwise stated in writing.

56. Viewing Feedback Procedure/ Viewing Agents

1. It is our policy to follow up all viewer feedback via email where this information has been provided. We will send a chaser email and if we have had no response, it is safe to assume the viewer is not interested and as such, no further contact will be sought unless we have good reason to do so. If we do not have permission to follow up a viewer, we are unable to contact them verbally or by email for feedback.
2. To comply with the Data Protection Act, we will not follow up requests for Home Reports and Schedules unless the potential purchaser has requested further information, and we have permission to do so.
3. We contract out the provision of accompanied viewings to independent, self-employed Viewing Agents. All agents are vetted for their suitability to represent this Firm. By accepting a Viewing Agent supplied through us you will be responsible under you own household insurance for any accidents to the viewing agent or prospective purchasers or damage to your property or contents caused during an accompanied viewing. This Firm will accept no liability. You accept a Viewing Agent at your own risk and any Viewing Agent is not responsible for making good any repairs to your property. Any obvious problems they will endeavour to bring to your attention, and it is your responsibility to make good.
4. Our viewing agents hold keys for our properties and on very rare occasions keys may be lost or stolen. When this happens, we will not be responsible for any loss as viewing agents are third party contractors. If you have any concern about lost or stolen keys, please ensure your house insurance covers you for any change of locks. Please note any requests for keys to be returned

will be actioned within 10 working days to allow for holidays or any sickness of viewing agents. If you require keys to be returned earlier, please ensure that you retain a set of keys or provide us with a duplicate set at the start of the process. Please ensure that any requests of an urgent nature regarding the return of keys are made in writing to our property department and marked as urgent in the subject line.

5. We will endeavour to qualify all potential buyers that view your property. Clients should be aware that not all viewers declare their true position and interrogating a buyer's true position can sometime alienate a potential buyer and can lose a potential viewing. It is our Firm's position that it is better to secure a viewing rather than put a potential buyer off viewing your property because we can sometimes offer buyers a part exchange option and can also provide referrals to mortgage brokers where a buyer may have difficulty in obtaining finance.
6. Where you only request viewers who are only in a position to buy then you must let us know in writing and we can communicate your instructions to potential buyers, but we do not accept any responsibility for any buyers who provide a false representation of their personal circumstances or decide not to view your property because of this qualification.
7. When you instruct a Viewing Agent, the cost is £40 + VAT per hour unless otherwise agreed in writing and we will endeavour to carry out as many viewings in this period as possible unless you instruct us to carry out one on one viewings. Please note, it is your responsibility to bring to the attention of our Viewing Agent any special features of the house that you want sellers to know about. Unless you provide comprehensive information to the Viewing Agents on any potential issues with the house then the Viewing Agent will make no comment on matters, they have no knowledge about. If a viewer does not attend a viewing after confirming the viewing and the Viewing Agent attends your property, then you will still incur the cost of a one hour viewing charge.
8. Any request for return of keys must be in writing and please obtain acknowledgment. Given that we do not hold keys we will inform the viewing agent of your request and viewing agents will normally return the key within a maximum of 10 working days. Please provide enough notice in case of holiday or illness.

57. Checking Paperwork

1. It is your responsibility to read through all agreements in order that you fully understand all fees and outlays relating to your estate agency agreement or any other contractual agreements that you enter into with our Firm. Anything you don't understand or disagree with should be brought to our attention by e-mail or in writing before we commence with the marketing of your property or other work on your behalf. You will also be sent a copy of all signed paperwork by e-mail, and you have the opportunity again to raise anything you don't fully understand by e-mail or in writing before we fully commence any work on your behalf. We cannot be held responsible if you do not read and understand your agreement. Please note it is sometimes difficult to provide a full illustration of fees and outlays particularly on property sales until we know the final selling price of your property. If you would like an illustration of the total fees and outlays on a likely selling price, please let us know, however, all fees and outlays will be detailed on your estate agreement. Our Estate Agency fee will always be based on our premium sales package which M2.1KM24 includes our Part Exchange option, contact out with normal working hours and full use of our app and private online message board. If you opt for our reduced service levels, then these options will be restricted.
2. It is an offence under the Property Misdescriptions Act 1991 for a client to approve any content, statements or photography on the property sales brochure or content uploaded to the internet that they know to be false or misleading. McEwan Fraser Legal takes no responsibility for the accuracy of the contents once you have approved a sales brochure to be printed or any content that is uploaded to the internet. We also take no responsibility for any mistakes made by third party portals or search engines, such as Google, regarding your property. Once you have signed off on the sales schedule you will be responsible for any claims for inaccurate or misleading information that you have provided. Any valuer will base the property description on the information you have provided and will not check Title Deeds. If you are unsure on what you can

include or not include in your property description you should always get your solicitor to check the titles.

3. Checking Title Deeds. We will send you the Title Deeds of the property you are purchasing to ensure what you believe you are buying is accurately reflected in the Title Deeds. You must take time to read these documents carefully as it is a very important document in any property purchase. You should pay particular attention to rights of ways, outbuildings, roof liability, maintenance for common ground and the building, septic tanks responsibility, land associated, and any restrictions associated with the property. If you are unsure of the drawings or confused in any way or the Title Deeds do not reflect what you believe you are purchasing, you should seek a meeting with your Solicitor or contact him/her as soon as possible and before any missives are concluded. For the avoidance of doubt, we are unable to resolve any disputes with the title after missives have been concluded.
4. It is your responsibility to let us know of any private agreements you make with buyer or sellers in connection with your transaction including white goods, furniture, fixtures & fittings, land, share of costs etc and must be in writing for your file. Where we are not informed in writing we will assume no private agreements exist and the missives will always reflect what's included or not included in your sale or purchase. It is your responsibility to fully check the missives and let your solicitor know if you do not agree with anything or if anything has been omitted or if you do not understand anything in the missives.
- 5 Any verbal change to your contractual terms must be confirmed in writing or emailed to you by a member of our staff.

58. Failure to Respond to Communications or our Advice.

If we contact you and you fail to respond to us within a reasonable timescale, we have the right to close your file and seek payment for any outstanding work. We reserve the right to communicate by letter, email, telephone or face-to-face and we also reserve the right to request you communicate with us as we see fit given the nature and the complexity of the work involved. Where you refuse to follow our advice (including reducing the marketing price of your property where there is evidence the existing marketing price is not getting interest) we reserve the right to withdraw from acting and seek payment of all outstanding outlays

59. Payment From Free Proceeds

We are entitled to take our fees and any outstanding outlays from the free proceeds of any property transaction.

60. Transfer of Funds (it is important you read this section of our Terms of Business carefully)

1. If we have to transfer funds to an account where you provide us with the wrong banking information, we shall not be liable for any loss incurred by yourself. This includes where your email account has been hacked and we receive an email from your exact or cloned email address. We reserve the right to transfer funds by company cheque to avoid cyber fraud. You should always contact your solicitor by telephone and not rely on emails which can be hacked to confirm your or our account details before you or we transfer money to you or to us. You should also use the Bank Account Checker service www.lms.com/bankaccountcheck which allows borrowers to check their law firm's client account details using their LMS case reference number before transferring money. The borrower can then be confident they are making payment to the correct account. We also recommend that you transfer £5 first to ensure the money has reached our account before transferring larger sums of money. Please make sure you know who you are speaking to at our firms as fraudster can also provide fake telephone numbers. We will never change our bank account details and please contact us immediately where you are advised our bank details have changed.

2. Where we have agreed to settle a sales transaction by chap's transfer, it is never guaranteed. If the purchaser settles the transaction by cheque, we must also settle your sale by cheque. Please note that we may not know until late in the transaction that the purchaser is settling by cheque, simply because the purchaser may be in a property chain and their purchaser is settling by cheque. We will let you know as soon as practically possible if this is the case but please be aware that there is always a possibility your sale will settle by cheque, and you should make provisions for such events. We will not be responsible for any extra costs you incur because your purchaser delays settling or settles late in the day or by cheque.

61. Buyer's Premium

1. The Buyer's Premium is an innovative and popular method that McEwan Fraser Legal use to sell a small selection of our advertised properties. Our objective is to save our clients from having to pay any estate agency commissions and/or incur any of the upfront outlays involved in putting a property on the market such as Home Reports, ESPC, professional photography and schedule costs. This is a very similar way to how 'off market' and 'auction properties' are commonly sold in the UK and in other countries. The Buyer's Premium also greatly helps sellers who might be in negative equity or have little equity in their property. The seller has the choice of paying their upfront outlays or passing them onto the buyer by means of the Buyer's Premium.

The Buyer's Premium is operated for the seller's benefit, and we do not represent the buyer and we do not seek any double commissions except where you agree to pay us a performance bonus. If a buyer's formal offer is silent in regard to the Buyer's Premium or the buyer refuses to include the Buyer's Premiums, then the amount of the agreed Buyer's Premium on your Estate agency Agreement will be deducted from the net offer amount. All Buyer's Premiums will be inclusive of VAT. A seller is free to change from our Buyer's Premium initiative back to a commission-based sales model and the commission amount will be the stated Buyer's Premium plus VAT.

2. Sometimes some clients who are purchasers instruct us to do a search of the whole market including "off market" properties to find suitable properties that meet their stated criteria. You may instruct us to view properties and prepare reports on the condition and suitability of properties including negotiating price with the seller. If you instruct us to engage in this service for you, we may charge a fee or a commission on the purchase price. Before we engage in this service for you any fee must be agreed in advance and in writing before commencing this type of work.

62. Termination of This Agreement

Should you accept an offer for a property we are selling on your behalf, and you decide to terminate our services and use another legal Firm for the conveyancing work then our estate agency commission and any other outstanding fees become due immediately. We reserve the right to retain any paperwork in connection with the sale until our fees are settled in full. Once you have terminated our relationship, we can no longer communicate with the buyer we introduced and take no responsibility should your new legal Firm fail to conclude missives for the sale and as such you will not be entitled to any refund of our fees including our estate agency commission.

Should you instruct McEwan Fraser Legal to handle your conveyancing by signing our estate agency agreement to that effect and subsequently decide to use another legal Firm, our legal fee together with all other outstanding fees become due immediately on termination of our services.

We reserve the right to keep your property on the market until all our fees are paid in full.

63. Telephone Recordings

Telephone calls are recorded for training and monitoring purposes and by using our services you agree to have telephone calls recorded.

Communication may be intercepted:

1. To establish the existence of facts (i.e. evidence of a business transaction)
2. To assess quality control and training standards
3. To prevent or detect crime.
4. To assess compliance within regulatory practices
5. To investigate or detect unauthorised use of the communication system.
6. To determine whether communications are relevant to our business.

64. Limitation of Liability

Neither we nor you exclude or limit liability to the other for death or personal injury caused by any negligent act or omission; or for any liability which cannot be excluded or limited by law. We do not accept liability for:

1. Indirect, special, or consequential loss or damage. For the avoidance of doubt, Indirect losses includes stress, inconvenience or issues that flow because of the breach or negligence for example a forward purchase or existing sale falling through, and all the associated costs associated with that event. In addition, if we fail to make a payment on your behalf or fail to register a Title, we will be responsible for any penalties incurred by you but not any indirect costs that flow until we remedy the breach unless determined by a court of law or regulatory body.
2. Loss of business profits, opportunity, salary, business revenue, goodwill, anticipated savings; damage to reputation or economic loss.
3. Loss which could have been avoided through your reasonable conduct or by taking reasonable precautions to limit your loss.

In relation to each Matter, our liability to you shall in aggregate, be limited to the sum specified in the Engagement Letter, or, if no sum is specified, the sum of £2 million (the "Maximum Amount"). In the event that we have produced a legal report, review, or opinion which is shared with other parties, we shall only be liable once in respect of any claim made by the recipients in respect of a report, review or opinion (jointly or severally) up to the Maximum Amount and a claim by one or more of the recipients in respect of a particular matter shall preclude any other recipients from making a claim in respect of the same subject matter and we shall not be responsible for apportioning any sum claimed by the recipients between them.

4. Our liability shall be limited to that proportion of your losses which it is determined would be just and equitable to require MFL to pay, having regard to the extent of our responsibility for the same and on the basis that any other professional advisors engaged by you in relation to such work shall be deemed not to have the benefit of any express exclusions or limitations of liability, nor any joint or co-insurance provisions, even if you have accepted or agreed to such provisions with any of them.
5. We accept responsibility to you alone and consequently, we accept no liability whatsoever to any other person, other than may be expressly agreed in writing. Any person, other than as expressly agreed in writing, who relies on the work carried out by us in respect of the Services does so entirely at their own risk.
6. Where we have made a mistake or been negligent in acting for you, we will only be responsible for your actual loss, and you need to be able to fully mitigate your loss to us. We will not be responsible for putting you in a better position than the cost of the actual loss and any claim must be fair and reasonable. Where any delay or error made by us or you, has had no financial detriment to you, then you accept we are not obliged to make any financial settlement to you. Where you make a claim against this firm that we believe to be unreasonable we reserve the right to put you back to the same position before the claim was made.

65. Incidental Financial Business

1. The specific incidental financial business undertaken by this practice unit will be arrangement of indemnity insurance on your instructions. The practice unit has limited its incidental financial business activities to the arrangement of indemnity insurance given the limited scope of activities under the incidental financial regime.
2. The practice unit of McEwan Fraser Legal is licensed by the Law Society of Scotland to carry on incidental financial business under the Solicitors (Scotland) (Incidental Financial Business) Practice Rules 2004.
3. The practice unit of McEwan Fraser Legal is not authorised by the Financial Conduct Authority under the Financial Services and Markets Act 2000.

The practice unit of McEwan Fraser Legal has Professional Indemnity Insurance under the Law Society of Scotland's Master Policy. The current level of indemnity on the Master Policy is £2m per claim. McEwan Fraser Legal will not be liable for any claim exceeding this amount. The practice unit of McEwan Fraser Legal is also covered by the Scottish Solicitors' Guarantee Fund which is a fund established by Section 43 of the Solicitors (Scotland) Act 1980 for the purpose of making grants in order to compensate persons who, in the opinion of the Council of the Law Society of Scotland suffer pecuniary loss by reason of dishonesty on the part of a Scottish Solicitor in connection with the practice of the Solicitor.

66. Rights to Cancel

In terms of the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013, you have the right to cancel this contract within 14 days of signing our contract without giving any reason. The cancellation period will expire after 14 days from the date you sign our contract. To exercise your right to cancel, you must inform us of your decision to cancel the contract by a clear statement (e.g., a letter sent by registered post and or email.)

If you cancel our contract within the notice period, we will reimburse to you all payment received from you. We may make a deduction from the reimbursement for loss in value of any goods or services supplied within the 14-day cancellation period if we have commenced these services. You shall pay us any amount which is proportionate to what has been performed until you have communicated to us your cancellation of this contract.

We will make the reimbursement without undue delay and not later than –

1. 14 days after the day we receive back for you any goods supplied, or
2. (if earlier) 14 days after the day you provide evidence that you have returned the goods, or
3. If there were no goods supplied, 14 days after the day on which we are informed about your decision to cancel this contract.

You may use the cancellation form below, but it is not obligatory.

Model Cancellation Form

To McEwan Fraser Legal, 130 East Claremont Street, Edinburgh, EH7 4LB
email@mcewanfraserlegal.co.uk

I/we _____ (your name), hereby give notice I/we cancel my/our contract signed on _____ (date).

Name of Consumer(s):

Address of consumer(s):

Signature of consumer(s) (only if this form is notified on paper):

Date:

You agree to confirmation of the contract by email unless you specify you want confirmation on paper.

After the 14 days cancellation period we require 90 days for you to cancel your contract unless another period is mutually agreed in writing by us. During this period if a buyer agrees to offer to buy your property not introduced by us, we are entitled to our full commission.

67. Applicable Law Applicable and Jurisdiction

These Terms and Conditions are governed by the Law of Scotland and are subject to the jurisdiction of the Scottish Courts. The parties hereto irrevocably agree that Edinburgh Sheriff Court shall have exclusive jurisdiction to settle any dispute or claim that may arise under or in connection with these Terms of Business or the subject matter or formation hereof (including non –contractual disputes or claims). Any terms which may be deemed to be unfair by a court of law will not affect the rest of the Terms of Business.

68. Errors in Processing Your Data

We endeavour to always handle your personal data with the utmost care and are committed to complying with our responsibilities under the Data Protection Act 2018 in respect of such personal data. You must be aware, however, that human error may sometimes occur while using or processing your personal data or data not intended for you. By using the services provided by this Firm you agree to accept any risks caused by human error. Our liability shall not extend to the actual breach but will be limited to that proportion of your actual financial loss that you can clearly demonstrate that has been directly caused by this Firm. Where you receive information or data not intended for you, then you agree it will be your responsibility to delete or destroy the information immediately and bring the matter to the attention of the data controller at this firm.

69. Business interruption

The firm is unable to accept any liability for a delay in a transaction because of any of the following:

1. Covid outbreak or pandemic that prevents any member of staff working on your transaction
2. Internet or telephony lines going down out with the control of this firm
3. Any failure of external banks that delay the transfer or release of requested funds.
4. Any legitimate reasons that would prevent this firm performing our duties to complete your transaction.

70. Force Majeure/Covid19

As a result of the coronavirus pandemic, performance of your contract may become legally or physically impossible through no fault of this firm or though the fault of other third parties where we are dependent upon for the completion of your transaction. Clients should be aware that during your transaction our office may close without notice and key staff or support staff involved directly or indirectly in your transaction may have to self-isolate and this may frustrate our communication with you or delay the completion of your transaction and impact our service standards. Clients should accept these risks involved in their legal or property/transaction while we have the continued threat of Covid19, and we will not accept any liability for any delays or performance of your contract/ transaction due to covid19. A Force Majeure event means any event beyond our reasonable control without limitation. If the performance of your transaction is of the essence, you should take all necessary

precautions to protect your position by providing specific instructions in any contract wording including seeking any appropriate interruption insurance. We are unable to refund any fees for work completed up until the point where your transaction is delayed or frustrated because of the impact of Covid 19 or a Force Majeure event.

70. Entire Agreement

Each party on behalf of itself acknowledges and agrees with the other party that:

The Estate Agency Agreement forms part of these Terms and these Terms of Business between the parties supersede and extinguish all agreements, promises, assurances, warranties, representations, and understandings between them whether written or oral, relating to its subject matter.

In entering into a transaction, it does not rely on, and shall have no remedies in respect of, any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in these Terms of Business.

It shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in these Terms of Business.

Nothing in these TOB shall, however, operate to limit or exclude any liability for fraud.

71. Variation

No variation of these TOB shall be effective unless it is in writing and signed by the parties (or their authorised representatives)

Terms of Business – Submitting an Offer

1. Please ensure you have submitted your offer to our Purchasing team by email 48 hours before a closing date has been set. Please ensure you obtain an email receipt from our Purchasing team or your dedicated Purchase Negotiator confirming your offer has been received and will be actioned.
If you wish to submit an offer less than 24 hours before a closing date has been set, please obtain email, and verbal confirmation that we can submit your offer in time for the closing date. We are normally able to accommodate offers requiring submission at short notice subject to capacity.
2. If you wish to submit a speculative offer, or when an offer has been agreed with the seller directly. Please send an email and obtain confirmation from your Purchase Negotiator or from our Purchasing team.
3. In regard to speculative offers, we will generally make the offer to the selling agent verbally in the first instance as to avoid any delays.
4. All instructions to make an offer must contain the information listed below. Please send this to your Purchase Negotiator's email address and copy the purchasing team shared inbox legalservices@mcewanfraserlegal.co.uk. Please make sure you receive confirmation that your instruction has been received and actioned.

- Full names of all purchasers,
- Your current address,
- The address of the property you wish to offer on,
- The selling agent's or solicitor's name and contact number,
- The Home Report (if applicable),
- Your preferred date of entry, or that which you have agreed with the seller. As well as your ability to be flexible around this date,
- Any additional information you believe is important to your offer. For example, is the offer subject to any additional conditions, and/or do you want any items left with the property that aren't included in the sales particulars,
- Confirmation of funding. Are you using cash or a mortgage facility to fund the purchase?
- Your buying position. Are you a first-time buyer, if not, is your offer subject to the sale of an existing property?
- Closing date and time, if known and applicable,
- Copy of photographic ID, such as a passport or driving licence,
- Best daytime contact number and email for all purchasers.

5. If a closing date has already been set on the property you are instructing us to offer on, please mark **'URGENT OFFER'** in the subject line of your email as well as the **address of the property** so we can prioritise your offer.

You must obtain an acknowledgement from our Purchasing team via the shared inbox noted above or your dedicated Purchase Negotiator that your offer has been received and submitted. If you have not received an acknowledgement at least 3 hours before any closing date, please call the Purchasing team or your dedicated Purchase Negotiator directly to confirm receipt of your instruction.

6. It is your responsibility to calculate all outlays involved to third parties in your purchase. These include:
 - Land and Buildings Transaction Tax (LBTT). Formerly known as Stamp Duty. Please see <https://revenue.scot/calculate-tax/calculate-property-transactions>
 - Additional Dwelling Supplement (ADS). This is a 8% tax calculated from the purchase price of a second dwelling if you are not replacing your main residence, or if you are purchasing using a company. Payable to HRMC on transactions worth more than £40,000.

- Registration dues payable to the Registers of Scotland. Dues differ depending on
- your funding arrangements (£80 to register a mortgage securely). Please see <https://kb.ros.gov.uk/fees/registration-fees>
- Advance notice (£20),
- Anti-Money Laundering Checks (£105 + VAT, £350 + VAT if non-UK resident)
- CHAPS transfer (£30)
- Gifted deposit letter (we need to check the grantor's source of funds), (£150 + VAT),
- Help to Buy scheme (£100) or Help to Buy ISA (£50),
- Lifetime ISA (£495) or Cash ISA (£495).

7. We require you to demonstrate the source of your funds after an offer is accepted. McEwan Fraser Legal takes no responsibility for your mortgage funding, it is your responsibility to have considered your finances before offering for any property.

Please note, mortgage lenders will in general only provide a percentage of your loan up to the Home Report value or the Purchase price, whichever is lower. Any offer above the Home Report value will need to be funded from your own cash savings.

8. We are unable to make concurrent offers for different properties. We can make exceptions on a case-by-case basis if you can demonstrate to us that you have sufficient funds to proceed with all purchases if all offers are accepted.
9. Please be aware that the seller is not obliged to let you view the property after an offer has been accepted until missives are concluded unless you stipulate this in your offer. Please note that many sellers will not accept offers with this condition.
10. Once an offer is accepted both you and the seller can withdraw until missives are concluded and either party does not have to provide a reason. We may withdraw from acting on your behalf if we believe you did so without good reason.
11. It is your responsibility to provide us with truthful and accurate information when we make any offers on your behalf.
12. Please familiarise yourself with the costs of ADS if buying a property using a company or if it is a second residential property purchase and when you are not replacing your main home.
13. We do not take any responsibility for any advice or opinion provided by our Purchase Negotiators. All advice is provided in good faith, based on your Negotiator's best understanding of market conditions and the seller's circumstances presented to them. If you do not agree with any advice received about the suggested offer price and any particular buying strategy, please let us know. We will always follow your instructions. Please note our Purchase Negotiators are not solicitors.
14. After an offer has been submitted, we will let you know as soon as possible the outcome of your offer. We will generally wait for email confirmation from the seller's agent. Please note we may not be informed by the seller's Agent for several days as some offers require approval by several sellers, particularly with executry sales.
15. We reserve the right not to act on your behalf and we will inform you of our position if this is the case.
16. Please note human error including but not limited to typing errors or computer issues can arise and may cause an offer not to be received by the seller's agent. You use our services strictly on the understanding that errors can happen.
17. Once an offer has been accepted, please ask for a copy of the formal offer submitted and let us know immediately if you disagree with anything in the offer or if anything has been omitted. We reserve the right to email your offer and follow up with a written letter if your offer is accepted.

18. If your circumstances change during your purchase and you need to withdraw, please let us know immediately to avoid any further legal costs to you.
19. It is your responsibility to be aware of any factoring fees, if applicable, and council tax costs associated with your purchase.
20. You should be aware of the boundaries of the property you are purchasing. If additional land is being offered by the sellers, please make your dedicated Purchase Negotiator aware. Along with your intentions to include that within your offer.
21. Once your offer is accepted, your transaction will be passed to one of our solicitors. If your date of entry is more than 6 weeks in the future, you will not likely hear from your allocated solicitor until closer to the entry date. Please contact your Purchase Negotiator if you have not heard from your solicitor within two weeks if you have an entry date within 4 weeks.
22. When you purchase a property, it is your responsibility to be fully aware of factor costs, council tax, any necessary repairs to the property. For example, getting a ESW1 certificate, roofing, dampness, asbestos, building work, cost of getting a building warrant and planning permission, where the property does not have the relevant permissions.
23. If you opt for our fully comprehensive conveyancing service, we will only review Home Reports of properties' you consider offering on. We won't routinely review Home Reports for a number of speculative properties if you haven't viewed the property. Where you wish us to review Home Reports and you have not had a response within 48 hours it may well be because we have not received your email and you should contact your purchasing negotiator by telephone. Please note if you send us a Home Report to review the day before a closing date, we might not have sufficient time to review and respond.
24. Our abortive insurance cover for a purchase is underwritten in house and is only available if you opt for our fully comprehensive conveyancing package. Abortive insurance covers you for any defective title we discover which we believe involves risk to your purchase or where the sellers pull out. It does not cover you if you decide to withdraw from your purchase because a mortgage offer has been declined or if you have a change of circumstances.
25. We will work with you within our fixed fee quoted for up to five different offers. Where it becomes apparent any offer is not straight forward and where we need to do considerable research to be able to draft your offer, we are entitled to charge a reasonable fee to reflect any additional work. We won't charge a fee if your offer is unsuccessful.

SCHEDULE OF CHARGING

Part 1 – GENERAL

1. UNIT CHARGES (“U”)

Any item may be charged according to the number of units. Time spent charged in units is on the basis that 1 unit is equivalent to 6 minutes. The value of the unit reflects the hourly rate which may be adjusted by reference to the circumstances. A list of detailed charged in units is contained in Part 3. The hourly rate is £295, and each unit is charged at £29.50.

2. ACCORDING TO CIRCUMSTANCES CHARGING

Any item of business, or a whole account, may be charged according to circumstances. Any item of business charged by that method or by reference to units will aim to be a sum which is fair and reasonable, both to us and to you, taking into consideration the following factors where relevant: -

- (a) the importance of the matter to you;
- (b) the amount or value of any money or property involved;
- (c) the complexity of the matter or the difficulty or novelty of the question raised;
- (d) the skill, labour, specialised knowledge, and responsibility involved on our part;
- (e) the time expended;
- (f) the length, number and importance of any documents or other papers prepared or perused;
- (g) the place where and the circumstances in which the services or any part thereof are rendered, including the degree of expedition required.

3. APPLYING FACTORS REFERRED TO ABOVE

Where time expended is the dominant factor, the total time expended will be totalled and multiplied by the hourly rate.

4. WRITTEN FEE CHARGING AGREEMENTS

In a case where the fee is agreed in writing in advance, it will not be subject to obligatory taxation. Such an agreement is required for a speculative case with After the Event Insurance.

5. REVISING FEE

Where deeds are revised by us, the fee will usually be one half of the drawing fee otherwise specified in this schedule unless extensive revisions are required in which case the fee shall be the same as our drawing fee.

6. POSTS & INCIDENTS

This charge will cover the cost of posts, telephone, and fax calls (this is the actual cost of the call as opposed to the fee for our time during same which incurs a fee as detailed below), internet service provider charges, and other minor outlays. It will normally be equivalent to 5% of the total fee rendered. If a courier or other specialised delivery service is used, their fee may be charged as an outlay.

7. UNCOMPLETED MATTERS

Where we have acted in any matter which has not been completed by us, we will charge for the work which has been done.

Part 2 - PRESENTATION OF ACCOUNTS

- (a) Where an account is presented to you, we will normally do so in the form of a fee note indicating the amount of our fee and the matter to which it relates. If requested by you, we will give such helpful information as can readily be derived from the records but if you insist on a fully itemised account, it will be prepared at your expense.
- (b) If you remain dissatisfied, our account can be lodged with an independent official called the Auditor of Court, in his capacity as an independent Law Accountant, for assessment and adjudication, or "taxation" as it is known. We may have a full itemised account prepared if you request a taxation. The itemised account may be submitted for taxation, even if it is for a greater amount than the note of fee.
- (c) The Auditor will charge a fee for the taxation, and this will be borne by the paying party (you) unless we agree otherwise in writing. Any award of expenses of the taxation is wholly within the discretion of the Auditor.
- (d) Taxation is necessary by law and in practice in certain circumstances, such as where we act for a liquidator, Trustee in Bankruptcy, Judicial Factor, etc.
- (e) Where we have reached an agreement in writing with you as to our fees in respect of any work done, we are not obliged to concur in any requests by you for taxation, in terms of s.61A of the Solicitors (Scotland) Act 1980.

PART 3 - DETAILED CHARGED EXPRESSED IN UNITS

The following unit charges may be used in any account or for part of an account where other charges are used.

1. DRAWING

- (a) Deeds, documents intended to have contractual effect, court writs (other than simple debt recovery), court pleadings, affidavits, motions of substance, financial statements and accounts, inventories (other than inventories of writs) and relative schedules, memorials for opinion are all **chargeable at 5 units per sheet** (a sheet is 250 words or part thereof).
- (b) where a pro-forma document has been used and variables or standard clauses inserted, the rate for that part of the document will be **3 units per sheet**.
- (c) other papers to include transfers, minutes of meeting, statements, routine or straightforward motions, simple debt recovery court writs will be **charged at 3 units per sheet**.
- (d) Forms of Intimations and certificates thereof will be **charged at 1.25 units** per form or certificate regardless of length.

2. COPYING – BY ANY MEANS

No charge will be made if the number of copies made in the whole matter is 50 or less. Where the number of copies is more than 50, all copies will be charged at **0.02 units per page**.

3. TIME

- 3.1** Time spent at consultation, meetings, perusal, preparation, and anything not otherwise covered will be charged at **10 units per hour**.
- 3.2** Time spent at court or travelling to court to conduct a trial, proof or formal debate hearing before a court, including a tribunal, enquiry licensing board or arbiter will be **charged at 11.5 units per hour**.
- 3.3** Mileage between office and court will be charged at **Forty Five Pence (£0.45p) per mile**.

4. CORRESPONDENCE

Normal letters, faxes and emails and letters with cheques will be **charged at 1.25 units per page**. A 'page' is 125 words or part thereof.

Formal letters (i.e. acknowledgements/confirmatory letters) and circulars will be **charged at 0.50 units**.

Letters of a similar nature (i.e. the same letter going to several people), for the second and subsequent letter irrespective of length, the rate will be **0.50 units per page**.

5. TELEPHONE CALLS

For the first 6 minutes or part thereof, **1 unit**. Calls over 6 minutes will be charged on a time basis. Formal telephone calls (acknowledging/confirming) will be charged at **0.50 units**.

6. SPECIFIC ITEMS

Recording Writs, including warrant of registration, certificate of value/exemption clause where necessary, presentation of writ, receiving writ or an extract will be **charged at 3.25 units**.

Quick copies and Extracts, where ordered after the date of recording will be charged at **2.25 units** (where extracts of several deeds are ordered at the same time **2.25 units** will be charged for the first and **1 unit** for each of the others)

Lending/delivering titles and other papers. Each lending – **2.25 units Inventory** per sheet (125 words) – **1 unit**.

7. ACTING AS NOTARY

Notarial Certificates and attestations and similar acts including notarising court affidavits – **3 units**.
(this fee does not include the drawing or the revising of the documents)

Notarial copies per sheet – **1 unit**.

Maritime protests: Noting protests – **10 units**, drawing instrument and necessary documents – **5 units**,
attendance at execution – **3 units**