

To Whom It May Concern
Helpline for Directors of Companies

Your Ref:

Our Ref:

RDM.EAM.RTHelpline

Date:

Dear Sir,

Helpline for Directors during COVID-19 Crisis Stronachs LLP Terms of Engagement

Thank you for contacting us about the Stronachs Helpline for Directors of Companies. The Helpline is an informal, short (usually 30 minutes) consultation with one of our experienced Restructuring Team solicitors. Given the short period of time available, it is only expected that either broad general advice can be given unless the query is narrow enough to deal with within the time of the consultation.

Notwithstanding the informal nature of the Helpline, Law Society rules require that we provide to you these Terms of Engagement. The accompanying Terms of Business are primarily directed at fee paying clients and therefore only of limited relevance to the Helpline. However, by proceeding with the Helpline Consultation, you do so in acceptance of these Terms of Engagement and, where appropriate to the Helpline, the appended Terms of Business.

1. Scope of Helpline Consultation

Our work in this matter will comprise only a short (usually around 30 minutes) telephone call providing you with legal advice in connection with the matter or query.

The Helpline will **not** include:-

- Considering correspondence or other documents provided by you (other than referred to during the consultation);
- Drafting of correspondence or contacting third parties;
- Drafting and preparation of Court or other documents;
- Conduct of any Court or ADR Hearings; and
- Advising on tax, insurance, pensions or any other matter not normally falling within the scope of work carried out by a firm of solicitors.

2./

2. Who will carry out the work

The Helpline Consultation will be conducted by a solicitor/Partner within the Restructuring Team of Stronachs LLP. The Partner responsible for the Helpline for Directors of Companies is Robert McDiarmid, Partner, Dispute Resolution.

3. No Fee

There will be no charge for the Helpline Consultation. If you choose to instruct Stronachs LLP to carry out follow-up work, this would be on the basis that a new Letter of Engagement will be issued and you formally instructing the Firm on a standard solicitor/client basis.

4. Communication

We may send you documents and other correspondence by unencrypted email. If you do not want us to send you email, or if you have any other particular requirements about how we communicate with you, then please let me know as quickly as possible.

5. Incidental Financial Business

We are authorised to conduct business as Solicitors and licensed to undertake incidental financial business by the Law Society of Scotland. We are not authorised by the Financial Conduct Authority under the Financial Services and Markets Act 2000. Professional rules laid down by the Law Society require that clients be informed of certain terms of business. Accordingly, this formal statement indicates the basis upon which the Firm carries out professional services on behalf of clients.

During the course of the transaction we may recommend that a policy or policies of insurance be obtained, where we consider this to be appropriate, or required. We will obtain your instructions prior to obtaining any such policy but will not provide any advice on its suitability.

As arranging insurance is an activity covered by the Firm's Incidental Financial Business Licence issued by the Law Society of Scotland, in accordance with the terms of that Licence we confirm that the Firm has no holdings in any insurance company and no insurance company has any holdings in the Firm. The Firm is not contractually obliged to use any single insurance provider.

Where any such policy is to be arranged by us on your behalf, we will use insurance brokers or other intermediaries and no like for like comparison of the insurance market will be carried out by us.

Similarly, where we have arranged to continue any existing policy on your behalf, no like for like comparison of the insurance market will be carried out by us.

If/

If you have any concerns about the way in which any insurance policy has been obtained, or about the way in which any Incidental Financial Business has been carried out, please contact the Firm's Incidental Financial Business Manager, Mrs Jaclyn Russell in the first instance. If you are still not satisfied you should contact the Firm's Client Relations Partner, Ross Gardner.

6. Limit of liability

The Helpline for Directors of Companies is a free service which is restricted to a telephone call of around 30 minutes. As a result of the very limited time available, it will only be possible to address either very specific queries or provide advice of a high-level, general nature. It will not be possible to review documentation or give detailed consideration to the variety of potential issues which would be required in order to provide full and substantive advice. Consequently, the Firm cannot accept any liability in respect of the advice given in connection with a Helpline Consultation.

In the event that you were to engage the Firm on a standard solicitor/client basis, then a new Terms of Engagement Letter would be issued which would include details of the Firm's liability and confirmation of its professional indemnity insurance.

7. General

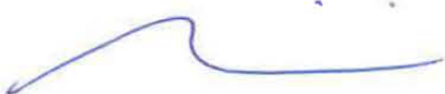
A copy of our Standard Terms of Business is attached. Save in so far as amended or supplemented by this letter those Terms of Business will apply, as applicable, to the Helpline Consultation.

8. Client relations

If you are concerned about the way in which the Helpline is being conducted you should in the first instance raise the matter with Robert McDiarmid, Partner (email details below). If you remain dissatisfied following the response you should contact the firm's Client Relations Partner, Ross Gardner, who is based in the Aberdeen office.

If you have any queries at all in relation to these terms please contact the Helpline secretary who you have liaised with already.

Yours sincerely



Robert McDiarmid

Partner
robert.mcdiarmid@stronachs.com
Direct dial 01224 845951

Stronachs LLP

Terms of Business

1. Definitions and interpretation

1.1. The definitions and rules of interpretation in this clause apply in these terms of business.

Engagement Letter: means the letter or other communication letter issued by us setting out the basis of our engagement.

Group Company: means in relation to a company, that company, any subsidiary or any holding company from time to time of that company, and any subsidiary from time to time of a holding company of that company.

Matter: means a matter in respect of which we provide Services to you.

Partner: means a partner/member of Stronachs.

Services: means the services we provide you.

Stronachs: means Stronachs LLP (registered number SO301806) of 28 Albyn Place, Aberdeen AB10 1YL.

Terms of Business: means these terms and conditions of business as amended or supplemented by any Engagement Letter or as otherwise varied from time to time.

we, us and our: means or refers to Stronachs.

you, your and yours: means or refers to the party identified as being our client in any Engagement Letter or as otherwise agreed by us in writing.

1.2. These Terms of Business and the terms and conditions of any Engagement Letter which we issue to you are the only basis upon which we provide the Services.

1.3. If there is any conflict between any Engagement Letter which we issue to you and these Terms of Business then the Engagement Letter will prevail.

2. Client Identification and Money Laundering

2.1. We will require you to provide suitable evidence of identity and any other information required by us to comply with our obligations under the Terrorism Act 2000, the Proceeds of Crime Act 2002 and the Money Laundering Terrorist Financing and Transfer of Funds (information on the Payer) Regulations 2017. This may include information relating to the identity of other parties involved in the Matter, the source of funds being used in the Matter and any other information required by us to carry out customer due diligence measures under the above mentioned legislation.

2.2. Failure to provide such evidence or information timeously may lead to a delay in the Matter or to us ceasing to act for you.

2.3. Information passed to us is kept confidential and will not be disclosed to third parties save as authorised by you or as required by the law. For example, obligations are imposed on us by the Terrorism Act 2000, the Proceeds of Crime Act 2002 and the Money Laundering Terrorist Financing and Transfer of Funds (information on the Payer) Regulations 2017 to make a disclosure to the relevant authorities if we know or suspect that your Matter involves money laundering or concerns an arrangement involving assets which are the proceeds of any criminal offence.

2.4. If we do make a disclosure to the relevant authorities:

2.4.1. we are obliged not to disclose to you that we have done so;

2.4.2. we may have to stop working on your Matter for a period of time and may not be able to tell you why;

2.4.3. we will not be liable to you for the consequences of any such disclosure made in good faith.

3. Instructions

3.1. Instructions may be given to us in writing or verbally. We may ask you to confirm verbal instructions in writing. In certain circumstances we may not be able to implement instructions given by you. In such an event we will explain why this is the case.

- 3.2. Instructions may also be given by e-mail. However please note that e-mail is not a secure method of communication, and emails can be blocked by automatic filters from reaching their intended recipient. We will not have any liability to you in such circumstances. If the instruction is time critical you should ensure that the recipient has actually received and read it within the necessary time scale by receiving a response or by phoning to confirm receipt.
- 3.3. When we are engaged by more than one person together, we will be entitled to proceed on the basis that each person:
- 3.3.1. has the authority of the other(s) to give us instructions; and
- 3.3.2. accepts responsibility for our fees and outlays on a joint and several basis.
- 3.4. When we are engaged by a company or other corporate entity we will be entitled to proceed on the basis that any director, company secretary or officer is authorized to give us instructions.
- 3.5. When we are engaged by a partnership we will be entitled to proceed on the basis that each partner has the authority of the other partner(s) to give us instructions.
- 3.6. In circumstances where someone other than a director or partner (for example an employee or principal shareholder) is held out as having authority to represent a company or a partnership we may act on the instructions of that person. Any company or partnership which wishes to instruct us to act on the instructions of a named individual only should make this clear to us in writing.
- 3.7. The Partner named in any Engagement Letter will be the Partner primarily responsible for the provision of our Services. That Partner has complete discretion to deploy such of our lawyers, trainee lawyers, paralegals or other staff as he/she deems necessary for delivery of the Services.
- 3.8. Stronachs will provide the Services and you agree that you will not claim whatsoever against any individual partner, employee, consultant or agent as an individual.
- 3.9. You will (as far as reasonably practicable):
- 3.9.1. provide us with timely instructions, information and materials necessary for us to perform the Services for you (**Instructions**);
- 3.9.2. notify us promptly of any changes or additions to Instructions previously provided by you; and
- 3.9.3. ensure that information and materials provided are complete in all material respects and not misleading.
- 3.10. We may refrain from carrying out instructions on a Matter if, in our opinion:
- 3.10.1. they might involve us in a breach of any legal, professional or regulatory requirements; or
- 3.10.2. we consider we have not been provided with all relevant information; or
- 3.10.3. we have not been provided with sufficient funds.

4. Progress of Work

- 4.1. The nature of legal work is such that it may not be possible for us to commit to a certain timescale for completing your Instructions. It is in our interest as much as yours to complete a Matter as quickly and efficiently as possible, but the timescale within which we can complete it may be subject to factors arising outwith our control. We therefore do not accept any liability for any losses you may incur as the result of any delay, or any other factor affecting the implementation of your Instructions, which is caused or arises from circumstances which are beyond our control.

5. Fees, Expenses, Invoices & Payments

- 5.1. Unless otherwise specified in an Engagement Letter, our fees will be calculated by reference to the time spent by us on a Matter at the hourly charge-out rates applicable to the relevant fee-earners (**Fees**).
- 5.2. Time spent on a Matter includes (but shall not be limited to) considering all correspondence, preparing for and attending meetings, preparing for and making/receiving telephone calls, preparing file and meeting notes, travelling to/from meetings, liaising and communicating with other staff involved in the Matter and preparing Matter checklists, inventories and bibles.
- 5.3. The hourly charge-out rate for each of fee-earners is applied in units of six minutes. The hourly charge-out rates are reviewed from time to time. We will inform you of any changes upon request and such changes will be binding on you.
- 5.4. Unless otherwise agreed in an Engagement Letter, any disbursements, outlays or third party costs which we incur in implementing your Instructions (**Expenses**) will be recharged at cost and payable in addition to our Fees. Examples of Expenses include, but are not limited to, advertising charges, taxes, local authority fees, property or company searches, court dues and fees for counsel, shorthand writers or local court agents.

- 5.5. Where we anticipate that Expenses may be incurred in carrying out your Instructions we may ask you to make a payment to us on account of those Expenses before we incur them. We may decline to incur such Expenses on your behalf unless we receive your payment on account and we shall have no liability for any loss you may incur as the result of any delay in implementing your Instructions which arises from you failing to pay on account of such Expenses when requested to do so.
- 5.6. In all other cases where Expenses are paid by us on your behalf we will require to be reimbursed by you on request, or on presentation of our invoice for payment of the appropriate sum.
- 5.7. We also reserve the right to ask you to make a payment on account of our Fees and VAT thereon and to decline your Instructions in the event of such a payment not being made when requested. More generally we may require you to provide us with evidence of your ability to fund a transaction.
- 5.8. Unless we state otherwise, all amounts are in GBP and are exclusive of VAT.
- 5.9. Subject to the proviso in paragraph 5.10, VAT will be charged on our Fees at the applicable rate.
- 5.10. VAT will not be charged on our Fees if they relate to Services:
- 5.10.1. treated as supplied outside the European Union; or
 - 5.10.2. (provided you have given us your VAT registration details), treated as supplied to an undertaking's establishment elsewhere in the European Union.
- 5.11. Our VAT registration number is 297136822.
- 5.12. Unless otherwise agreed in an Engagement Letter, in relation to any Matter we will be entitled to invoice you for our Fees and Expenses:
- 5.12.1. monthly or at other periodic intervals (including at the end of our financial year (31 May)) during the course of the Matter; and
 - 5.12.2. on completion of the Matter.
- 5.13. Where we receive funds on your behalf, we may deduct or retain sums on account of or in settlement of:
- 5.13.1. our Fees and/or Expenses, and
 - 5.13.2. Fees and/or Expenses due by any Group Company in respect of all, if any, others Matters.
- 5.14. In circumstances where (i) you procure that a third party is to pay for Services provided by us to you and (ii) we agree to accept payment from that third party on your behalf then, notwithstanding any such arrangement you shall remain primarily liable to us for the relevant Fees and Expenses and we shall not be obliged to seek payment first from that third party. Our invoice will be addressed to you as our client and the third party will be unable to recover any VAT thereon.
- 5.15. With reference to Expenses which we may incur to third parties in implementing your instructions (see para 5.4 above) certain third party suppliers (e.g. those providing property and company searches) pay us a volume discount.

6. Fee Estimates

- 6.1. If we provide an estimate or quote for our Fees in respect of a Matter it is intended to be a guide as to the likely level of fee based on our understanding of the scope of your Instructions at the time it is provided (**Scoped Estimate**). It does not commit us to carry out work on your behalf for the amount of that Scoped Estimate.
- 6.2. Where the work we carry out in respect of a Scoped Estimate is made more time-consuming, onerous or urgent as a result of circumstances or information which we did not know or could not reasonably have anticipated at the time the Scoped Estimate was given then we shall be entitled to charge additional fees commensurately.
- 6.3. Where we carry out work on a Matter which falls outside the scope of accepted Scoped Estimate, we may charge fees (based on our hourly charge-out rates) for the additional Services so provided.

7. Terms of Payment

- 7.1. Payment of all invoices is due on their receipt.
- 7.2. Where the supply of Services is not under a contract to which the Late Payment of Commercial Debts (Interest) Act 1998 applies (ie the person receiving the Services is not acting in the course of a business) interest shall be payable on any unpaid invoice at 4% per annum above the base rate from time to time of the Bank of Scotland.

- 7.3. If you do not pay any invoice by its due date for payment we may suspend or terminate the provision of all or any Services (and instruct any third parties engaged by us to suspend the provision of their services). We will notify you if we decide to do this. In certain circumstances, such as where we are representing you in a court action, we may have to resign agency and advise the court that we have done so.
- 7.4. If you do not pay any invoice by its due date for payment and, as a result, we take any of the actions set out in paragraph 7.3, your legal position in the Matter on which we were instructed may be prejudiced. In any such event we shall have no liability for any losses or costs you may incur.
- 7.5. You will remain liable for payment of our fees and charges notwithstanding any termination of our instructions, and you will also be liable to pay our fees and charges for any work carried out on your behalf after our instructions have been terminated.

8. Method of Payment

- 8.1. We are unable to accept from you or make to you any payments in cash for a sum more than £500. We cannot accept payment by way of a banker's draft.
- 8.2. All payments you make to us must be by cheque/CHAPS/BACS drawn from a UK bank account in your own name. If there are exceptional circumstances which prevent payment being made in that way then you must advise us immediately so that we can consider with you whether the form of payment which you are proposing will be acceptable.
- 8.3. Except in exceptional circumstances, we will only make a payment due to you by a cheque payable to you or direct to a UK bank account in your own name. Other than in respect of Expenses, we will not make payments from our clients account to third parties.
- 8.4. If the funds come from any other source or are to go to any other destination it may take a minimum of eight working days and a maximum of forty days for us to obtain the necessary clearance from the authorities before we can use that money. We will not be responsible for any delay or additional expense incurred by you as a result of your failure to adhere to the foregoing methods of payment acceptable to us.

9. Cheques

- 9.1. We operate in accordance with the 2-4-6 timescales set by the Cheque & Credit Clearing Company (www.chequeandcredit.co.uk). Where we receive funds by cheque, whether from you or a third party, we will not pay these funds out until we know that the cheque has cleared. This will normally take six working days in accordance with the 2-4-6 timescales.
- 9.2. The only exception to this is where you are selling a property and we receive a cheque from another firm of solicitors where the funds are required by you to purchase a property or clear a loan secured on the sold property. In such circumstances we shall make payment in accordance with standard conveyancing practice. However, any balance will not be paid to you until the cheque has cleared.
- 9.3. To avoid any delays we strongly recommend that you send any funds to us by BACS or CHAPS.

10. Bank Charges and VAT

- 10.1. Where we incur bank charges in implementing your Instructions (e.g. instructing telegraphic transfer of funds to your bank account) those bank charges will be re-charged by us to you. The cost will be included within our Fees and VAT charged thereon.

11. Lien

- 11.1. You are entitled to change solicitors at any time but you will be responsible for all our Fees and Expenses up until the time of change. We are entitled to hold your title deeds, files or other papers until payment.

12. Client Funds

- 12.1. From time to time we may hold cash or other funds for your benefit. We will invest such sums exceeding £500 which are likely to be held for two months or more in an instant access interest-bearing deposit account and pay you interest earned. We have made arrangements with our bank to pay interest on all cash deposited with it at a rate appropriate to the aggregate amount of such cash deposits. The rate of interest our bank pays us on such aggregate cash deposits is higher than the rate of interest payable on individual cash deposits held for our clients. The interest we receive from our bank is used to pay you interest at a rate which is competitive having regard to market rates for the size of deposit which we hold on your behalf. The balance of the interest is retained by us, partly to offset our costs for providing this facility. In all cases the amount of interest we pay you will be greater than the amount of interest we retain.

12.2. Funds held by us for your benefit (whether in our general clients account or in a specific client account with Bank of Scotland, HSBC plc, Clydesdale bank plc or The Royal Bank of Scotland plc, separately designated for your benefit or for the benefit of yourself and others) are held by us as your agent. Whilst we shall take all reasonable care to ensure that any deposit taking institution with whom we deposit such funds is financially sound and able to account to you for funds so deposited we shall not be liable to you in the event that such institution fails to account to you for such funds. If you would prefer that we hold funds for you in a different bank then please advise us of that in writing but you may be asked to cover our additional administration costs for doing this.

12.3. Where a Matter has concluded and we hold funds of up to £50 for you, but the address or contact details provided by you are found not to be current, then no further efforts will need to be made by us to find new contact details for you and we shall be entitled to dispose of the balance by donating it to a registered charity of our choice.

13. Tax Advice

13.1. Unless otherwise agreed in the Engagement Letter, we do not give advice on the tax consequences or treatment of any transaction to which you may be party and accept no liability for the same. You are advised to seek advice from their accountants or other tax specialists on such issues. We will be happy to recommend accountants or tax advisors if required.

14. Conflicts of Interest

14.1. The practice rules of The Law Society of Scotland prevent us acting for two or more clients whose interests conflict.

14.2. On receiving Instructions from you we will carry out an internal check for any conflict of interest and will advise you promptly if we are prevented from acting for you in any particular Matter as a result of such a conflict.

14.3. If a conflict becomes apparent after your Instructions have been accepted and acted upon we will inform you and consider how best to resolve the position.

15. Publicity

15.1. We may publicise the fact you are a client of ours, provided we do not disclose any information which is confidential to you.

16. Complaints & Client Relations

16.1. If 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.

16.2. Alternatively, if you prefer, or if you are still not satisfied, you may raise the matter with our Client Relations Partner, Ross Gardner. He will ensure that any such complaint is fully investigated and that you receive an early response.

16.3. A written copy of our Client Complaint Procedure is available on request from the Client Relations Partner.

16.4. If you remain dissatisfied you may refer the matter to the Scottish Legal Complaints Commission, The Stamp Office, 10-14 Waterloo Place, Edinburgh, EH1 3DG. www.scottishlegalcomplaints.org.uk.

17. Limitation of Liability

17.1. 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, £2 million GBP.

17.2. We do not accept liability for:

17.2.1. indirect, special or consequential loss or damage;

17.2.2. loss of business profits, opportunity, salary, business revenue, goodwill or anticipated savings; or

17.2.3. loss which could have been avoided through reasonable conduct or by taking reasonable precautions.

17.3. We accept responsibility to you alone and consequently we accept no liability whatsoever to any other person. Any person other than you who relies on work carried out by us in respect of Services provided to you does so entirely at his own risk.

17.4. In no event shall any member, employee or consultant of Stronachs have any personal liability to you in connection with any Services provided and you shall and do waive all such claims whether based on contract, tort, delict or otherwise.

18. Independent Financial Advice

18.1. We may, if requested by you, introduce you to independent financial advisers or brokers and, depending on the adviser and the type of investment business you conduct with them, we may receive from them and keep any introductory fee or commission. The amount of introductory fee or commission paid to us shall be disclosed to you by the adviser in question.

19. Financial Services Act 2012

19.1. Stronachs is authorised to conduct business as solicitors, and licensed to conduct incidental investment business, by The Law Society of Scotland.

19.2. Stronachs is not authorised by The Financial Conduct Authority in terms of the Financial Services Act 2012.

20. Disabilities

20.1. If you suffer from any disability we shall use all reasonable endeavours to make our services and advice as accessible as possible to you. This could take the form of writing to you in larger type, visiting you at home or in your office or providing wheelchair access to our offices in Aberdeen or Inverness. If you have any special requirements in this regard, please make them known to your contact in the firm.

21. Scanning/storage of electronic/paper files

21.1. In carrying out work for you we may produce a file and/or documents in electronic form, in paper form, or in a combination of both. Those parts of the file and/or documents which are produced in paper form may thereafter be scanned into an electronic form with the paper form being destroyed (notwithstanding that there is a risk that in any subsequent dispute or court case electronic copies may not have the same status as original documents potentially reducing their evidential value) no less than one month thereafter.

21.2. If you request a copy of the file and/or documents then that copy may be provided to you in electronic form. If you require a copy in paper form then you will have to meet the cost of producing this.

21.3. Regardless of whether files and/or documents are stored in electronic or paper form, it is our normal practice to destroy files following expiry of the retention period recommended by the Law Society of Scotland.

22. Variation, Severability and Waiver

22.1. These Terms of Business may be varied by us at any time on giving you notice to that effect in writing (including email).

22.2. Should any part or provision of the Terms of Business become void or unenforceable the remaining provisions shall continue in full force and effect.

23. Third Party Rights

23.1. Unless expressly stated otherwise in the Engagement Letter, these Terms of Business are not intended to create nor shall they create any rights or entitlements enforceable by any person who is not a party to them.

24. Law

24.1. These Terms of Business, our appointment and the provision of Services are governed by the law of Scotland and you agree that the Scottish courts will have non-exclusive jurisdiction in any dispute or matter relating to them.

PRIVACY NOTICE

Stronachs LLP is committed to protecting the privacy and security of your personal data.

This privacy notice describes how we collect and use personal data about you during and after your relationship with us in accordance with the General Data Protection Regulation (GDPR) and the Data Protection Act 2018.

It applies to all individual clients, individual representatives of clients (together "Clients") and individual contacts of Stronachs LLP ("Contacts")

Stronachs LLP is a provider of legal, estate agency and related services and is regulated by the Law Society of Scotland.

Stronachs LLP is a "data controller". This means that we are responsible for deciding how we hold and use personal data about you. We are required under data protection legislation to notify you of the information contained in this privacy notice.

This notice applies to Clients and Contacts. This notice does not form part of any contract to provide services. We may update this notice at any time but if we do so, we will make an updated version of this notice available to you as soon as reasonably practicable.

It is important that you read this notice, together with any other privacy notice we may provide on specific occasions when we are collecting or processing personal data about you, so that you are aware of how and why we are using such data and what your rights are under the data protection legislation.

DATA PROTECTION PRINCIPLES

We will comply with data protection law. This says that the personal data we hold about you must be:

1. Used lawfully, fairly and in a transparent way.
2. Collected only for valid purposes that we have clearly explained to you and not used in any way that is incompatible with those purposes.
3. Relevant to the purposes we have told you about and limited only to those purposes.
4. Accurate and kept up to date.
5. Kept only as long as necessary for the purposes we have told you about.
6. Kept securely.

THE KIND OF INFORMATION WE HOLD ABOUT YOU

Personal data, or personal information, means any information about an individual from which that person can be identified. It does not include data where the identity has been removed (anonymous data).

There are "special categories" of more sensitive personal data which require a higher level of protection, such as information about a person's health or sexual orientation.

Where you are a Client or Contact we may collect, store, and use the following categories of personal data about you:

- Personal contact details such as name, title, addresses, telephone numbers, and personal email addresses.
- Date of birth.
- Gender.
- Marital status and dependants.
- Next of kin and emergency contact information.
- National Insurance number.
- Bank account details, and tax status information.
- Salary, annual leave, pension and benefits information.
- Details of your employment or business activities.
- Your location or workplace.
- Copy of driving licence or passport or other source of identification.
- Photographs.
- Records of your visits to our office premises.

Where you are a Client we may also collect, store and use the following "special categories" of more sensitive personal information:

- Information about your race or ethnicity, religious beliefs, sexual orientation and political opinions.
- Trade union membership.
- Information about your health, including any medical condition, health and sickness records, including
- Genetic information and biometric data.
- Information about criminal convictions and offences.

HOW IS YOUR PERSONAL INFORMATION COLLECTED?

We collect personal information about Clients and Contacts directly from you. We may sometimes collect additional information from third parties including other Clients or Contacts or background check agencies.

We will collect additional personal information in the course of our relationship with you and in carrying out activities throughout the period of working and dealing with you.

HOW WE WILL USE INFORMATION ABOUT YOU

We will only use your personal information when the law allows us to. Most commonly, we will use your personal information in the following circumstances:

1. Where it is necessary to perform any contract we have entered into with you.
2. Where you have given your consent for one or more specific purposes.
3. Where we need to comply with a legal obligation.
4. Where it is necessary for our legitimate interests (or those of a third party) and your interests and fundamental rights do not override those interests.

We may also use your personal information in the following situations, which are likely to be rare:

1. Where we need to protect your interests (or someone else's interests).
2. Where it is needed in the public interest or for official purposes.

Some of the above grounds for processing will overlap and there may be several grounds which justify our use of your personal data.

Situations in which we will use your personal data

We may need all the categories of information in the list above primarily to allow us to perform any contract we have with you and to enable us to comply with legal obligations. In some cases we may use your personal data to pursue legitimate interests of our own or those of third parties provided your interests and fundamental rights do not override those interests. The situations in which we will process your personal data include those listed below.

- Entering into a contract with you (Clients) or commencing a business relationship with you (Contacts)
- Administering the contract we have entered into with you or communicating with you as part of our business relationship
- Carrying out your instructions to provide legal, estate agency or related services
- Business management and planning, including accounting and auditing.
- Dealing with legal disputes involving you.
- Complying with health and safety obligations.
- To prevent fraud or money laundering or other criminal activities
- Marketing and Business Development purposes.
- Compliance with the requirements of professional bodies and regulators
- Internal communications within Stronachs LLP by email.

If you fail to provide personal information

Where you are a Client and you fail to provide certain information when requested, we may not be able to perform any contract we have entered into with you to provide legal, estate agency or related services or we may be prevented from complying with our legal obligations such as to prevent fraud or money-laundering activities.

Change of purpose

We will only use your personal data for the purposes for which we collected it, unless we reasonably consider that we need to use it for another reason and that reason is compatible with the original purpose. If we need to use your personal data for an unrelated purpose, we will notify you and we will explain the legal basis which allows us to do so.

Please note that we may process your personal data without your knowledge or consent, in compliance with the above rules, where this is required or permitted by law.

HOW WE USE PARTICULARLY SENSITIVE PERSONAL INFORMATION

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

1. With your explicit consent for one or more specified purposes.
2. Where we need to carry out our legal obligations or exercise rights in connection with employment and social security and social protection law
3. Where it is needed in relation to the establishment, exercise or defence of legal claims
4. Where it is needed for the purposes of preventative or occupational medicine, medical diagnosis, the provision of health or social care systems and services or pursuant to contract with a health professional and subject to appropriate conditions and safeguards
5. Where it is needed in the public interest.
6. Where it is needed for archiving purposes in the public interest, scientific or historical research or statistical purposes subject to appropriate safeguards.
7. Where you have already made the relevant personal data public
8. Where it is needed to protect your interests (or someone else's interests) and you are not capable of giving your consent.

We will use your particularly sensitive personal information in the following ways:

- We will use information about your physical or mental health, or disability status, to provide appropriate adjustments in the course of our business relationship with you.
- We will use information about your physical or mental health or disability status or race or national or ethnic origin, religious, philosophical or moral beliefs, or your sexual life or sexual orientation only where it is relevant to the provision of legal or related services to you.

Do we need your consent?

We do not need your consent if we rely upon the grounds other than explicit consent specified above. In limited circumstances, we may approach you for your written consent to allow us to process certain particularly sensitive data. If we do so, we will provide you with full details of the information that we would like and the reason we need it, so that you can carefully consider whether you wish to consent. You should be aware that it is not a condition of your contract with us that you agree to any request for consent from us.

INFORMATION ABOUT CRIMINAL CONVICTIONS

We may only use information relating to criminal convictions where the law allows us to do so. This will usually be where such processing is necessary to carry out our obligations and provided we do so in line with our data protection policy.

Less commonly, we may use information relating to criminal convictions where it is necessary in relation to legal claims, where it is necessary to protect your interests (or someone else's interests) and you are not capable of giving your consent, or where you have already made the information public.

AUTOMATED DECISION-MAKING

Automated decision-making takes place when an electronic system uses personal data to make a decision without human intervention. We are allowed to use automated decision-making in the following circumstances:

1. Where we have notified you of the decision and given you 21 days to request a reconsideration.
2. Where it is necessary to perform the contract with you and appropriate measures are in place to safeguard your rights.
3. In limited circumstances, with your explicit written consent and where appropriate measures are in place to safeguard your rights.

If we make an automated decision on the basis of any particularly sensitive personal information, we must have either your explicit written consent or it must be justified in the public interest, and we must also put in place appropriate measures to safeguard your rights.

You will not be subject to decisions that will have a significant impact on you based solely on automated decision-making, unless we have a lawful basis for doing so and we have notified you.

We do not envisage that any decisions will be taken about you using automated means, however we will notify you in writing if this position changes.

DATA SHARING

We may have to share your data with third parties, including third-party service providers. We require third parties to respect the security of your data and to treat it in accordance with the law.

Why might you share my personal data with third parties?

We will share your personal data with third parties where required by law, where it is necessary for the performance of the contract with you or where we have another legitimate interest in doing so.

Which third-party service providers process my personal information?

"Third parties" includes third-party service providers (including contractors and designated agents) including accountants, business consultants, tax advisors, stockbrokers, investment managers, financial advisors, medical or other professional experts or the Faculty of Advocates, including individual advocates and their clerks, banks, building societies, pension providers, utility providers or other commercial suppliers of good or services.

How secure is my personal data with third-party service providers?

All our third-party service providers are required to take appropriate security measures to protect your personal data in line with our policies. We do not allow our third-party service providers to use your personal data for their own purposes. We only permit them to process your personal data for specified purposes and in accordance with our instructions.

What about other third parties?

We may also need to share your personal information with a regulator or to otherwise comply with the law. This may include making returns to HMRC, Revenue Scotland, Companies House, Registers of Scotland, Office of the Public Guardian, Sheriff Courts, Court of Session or other courts or tribunals, local authorities or other public bodies or authorities.

Transferring information outside the EEA

We may transfer your personal information outside the European Economic Area (EEA)

If we do, you can expect a similar degree of protection in respect of your personal data and will ensure that at least one of the following safeguards is in place:

- We will only transfer your personal information to countries that the European Commission have approved as providing an adequate level of protection for personal data; or
- We may use specific contracts or codes of conduct or certification mechanisms approved by the European Commission which give personal information the same protection as it has in the EEA;
- If we use USA based third parties that are part of the EU-US Privacy Shield we may transfer data to them as they have equivalent safeguards in place.

If none of the above safeguards is available we may request your explicit consent to the specific transfer.

DATA SECURITY

We have put in place measures to protect the security of your personal data.

Third parties will only process your personal information on our instructions and where they have agreed to treat the information confidentially and to keep it secure.

We have put in place appropriate security measures to prevent your personal information from being accidentally lost, used or accessed in an unauthorised way, altered or disclosed. In addition, we limit access to your personal data to those employees, agents, contractors and other third parties who have a legitimate business need to know. They will only process your personal information on our instructions and they are subject to a duty of confidentiality.

We have put in place procedures to deal with any suspected data security breach and will notify you and any applicable regulator of a suspected breach where we are legally required to do so.

DATA RETENTION

How long will you use my personal data for?

We will only retain your personal data for as long as necessary to fulfil the purposes we collected it for, including for the purposes of satisfying any legal, accounting, or reporting requirements. Details of retention periods for different aspects of your personal information are available in our retention policy which is available from the Compliance Partner. To determine the appropriate retention period for personal data, we consider the amount, nature, and sensitivity of the personal data, the potential risk of harm from unauthorised use or disclosure of your personal data, the purposes for which we process your personal data and whether we can achieve those purposes through other means, and the applicable legal requirements.

In some circumstances we may anonymise your personal data so that it can no longer be associated with you, in which case we may use such information without further notice to you.

RIGHTS OF ACCESS, CORRECTION, ERASURE, AND RESTRICTION

Your duty to inform us of changes

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

Your rights in connection with personal data

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

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

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

No fee usually required

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

What we may need from you

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

RIGHT TO WITHDRAW CONSENT

In the limited circumstances where you may have provided your consent to the collection, processing and transfer of your personal data for a specific purpose, you have the right to withdraw your consent for that specific processing at any time. To withdraw your consent, please contact the Compliance Partner. Once we have received notification that you have withdrawn your consent, we will no longer process your personal data for the purpose or purposes you originally agreed to, unless we have another legitimate basis for doing so in law.

CHANGES TO THIS PRIVACY NOTICE

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

COMPLAINTS TO THE ICO

You have the right to make a complaint at any time to the Information’s Commissioner’s Office (ICO), the UK supervisory authority for data protection issues. We would however welcome the opportunity to deal with any concerns you may have before you approach the ICO and we would request that you contact our Compliance Partner in the first instance.

QUESTIONS?

If you have any questions about this privacy notice or other query in relation to our processing of your personal data, please contact the Compliance Partner of Stronachs LLP, David Chalmers on david.chalmers@stronachs.com.

