

TERMS OF USE (INTERNET) & TERMS OF BUSINESS

INTERNET

By using this system you agree to keep the information shown confidential and not to disclose any of the information to a third party. You further agree not to print, copy or download any information from this website without our express written consent. The information on the site is for the registered user only and is to be treated as confidential. If you have received incorrect information or information which does not relate to you, you must not copy, retain, disseminate or otherwise make use of it. Please notify Chamberlain McBain immediately. We do not guarantee the accuracy of the information obtained. Nothing in this area shall bind Chamberlain McBain in any contract or obligation. Insofar as permitted by law, Chamberlain McBain shall not be liable in respect of any loss or damage arising from any information shown, however caused. The system will not always be available due to testing/updating by us and we reserve the right to withdraw access to this database at any time without notice.

Below are our terms and conditions on which we undertake to act for you.

Please read these carefully and should you have any questions, please contact us.

By providing us with instructions, you are deemed to have accepted these terms and conditions

TERMS OF BUSINESS

Liability

You

- 1.1 Where we act for more than one person jointly, such as a body of trustees or executors, we shall assume that any one has the authority of the others to give us instructions. In these circumstances each person is equally liable for our fees and outlays, and is responsible for the instructions given.
- 1.2 Where we act for a company or a firm (including LTD, PLC and LLP) we will agree at the outset who is to have authority to give us instructions on behalf of the company or the firm.
- 1.3 Where you have authorised someone to give instructions on your behalf such as an attorney or a factor, we will act on the instructions of that person.

Us

Instructions are accepted on the basis that legal liability for the proper implementation of those instructions lies with Chamberlain McBain Ltd (herein after Chamberlain McBain) and not the individual(s) in Chamberlain McBain conducting a client's business. Members of staff at Chamberlain McBain are, therefore, not personally liable to you, though the Chamberlain McBain remains so.

We will act upon your instruction or upon the instruction of someone authorised on your behalf. In relation to companies, partnerships or other organisations we acknowledge that securing written authorisation is often not practical, particularly in matters requiring urgent attention. We will act where we have reasonable grounds for believing that the author of the instruction has authority to give these instructions. We reserve the right to decline to carry out instructions if we have not been provided with relevant information, relevant funds or you have asked us to do something which, in our opinion, is not good practice.

From time to time, Chamberlain McBain may instruct or introduce a third party to act on your behalf. Some of the services are handled by solicitors, authorised by the Law Society of Scotland.

Litigation/Debt Collection

Chamberlain McBain's aim is to provide the highest quality of service and advice across all its practice areas. Where we are instructed to assist you with a dispute, we will endeavour to achieve the best results we can for you via mediation, negotiation or by referring you to a solicitor for assistance with litigation. It is, however, important to recognise from the outset that there are risks inherent in these types of matters and that as a

consequence success cannot be guaranteed. Having regard to that we may advise you as to likely prospects at the outset of the matter. If, during the course of proceedings, events occur which impact on this earlier advice, such as documentary evidence revealed during disclosure, we will notify you of this and advise you accordingly.

Conflict of Interest

If a conflict arises between clients in the course of dealing with their affairs, we may elect to act for neither party. In these circumstances we will advise the clients concerned of the conflict. In some circumstances we can continue to act for one only of the clients concerned or, and only with agreement of both parties, will we act as "mediator" for both parties.

Data Protection/Confidentiality

We will keep all information which you give to us entirely confidential, unless we are requested to divulge it by law. This information may constitute "personal data" or even "sensitive personal data" for the purposes of the Data Protection Act 1998. It is obviously necessary for us to hold information which you may give us or which we may obtain on your behalf from third parties and you agree that we may use that information in the ordinary course of acting for you and for internal administrative purposes arising from our relationship.

Additionally, unless you tell us that you do not want us to, we may use your contact details (eg name, address, e-mail etc) to send you information and materials that we think may be of interest to you. Your details will not be passed to third parties for marketing purposes. If you do not wish to receive such information and materials from us please let us know by contacting marketing on 0131 272 2799, marketing@cmcb.co.uk

On the conclusion of all cases, your file will be scanned and an electronic copy retained. Should the client wish to retrieve the paper file, we must receive written notification within 14 days of the file being closed. (Subject to all fees being paid).

We would highlight the fact that The Proceeds of Crime Act and other related statutes require us to report to the relevant authorities any unlawful activities of clients. This requirement supersedes our standard duty of confidentiality on all clients' business.

Disputes/Problems

We seek to resolve any problems, and to deal with any matter giving rise to dissatisfaction, by the following means:

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 fee earner with whom you have been dealing. Alternatively, if you prefer, or if you are still not satisfied, we would invite you to raise the matter in writing our Client Relations Manager, Gerald Murphy, who will ensure that any such complaint is fully investigated and that you receive a response within fifteen working days. As Chamberlain McBain is a firm of paralegals, we are not governed by the Law Society of Scotland. Any complaints about the services provided to you by a solicitor introduced to you by us may be dealt with by the Law Society of Scotland.

Fees/Disbursements

It is our declared intention that our fees shall be fairly and reasonably charged. Any estimate as to the total of our fees is given only as a guide on the basis of the information then known to us and may not be regarded as a firm quotation unless otherwise agreed. Please be aware, however, that it is rarely possible to give accurate fee estimates in dispute resolution or litigation cases as there are so many unpredictable factors involved. In dispute resolution or litigation cases all we can effectively do is give you an idea of likely costs and keep you up to date on costs as the case progresses. The starting point for assessing charges is the time spent working on each transaction or case but we also take into account factors such as the complexity and urgency of the work, and in certain cases, the value of the subject matter. Details of our current charge-out rates are available on request. These rates exclude value added tax, which will be charged at the applicable rate. The rates may be altered without further notice from time to time.

If work which we have undertaken for you does not proceed to a conclusion or if you withdraw your instructions, we will charge for all work done up to the point the matter becomes abortive together with all disbursements paid on your behalf. In such circumstances we will also charge for work done and all costs and disbursements associated with the orderly termination or the transfer of such work to another professional adviser.

We may seek advance payment or immediate reimbursement for expenses incurred on the client's behalf. Where we hold funds for the client, we reserve the right to deduct both the rendered fee and any outstanding expenses at source. Chamberlain McBain will account to the client for the balance.

The client bears primary liability for payment of Chamberlain McBain's charges and disbursements in all cases even if an indemnity for costs or an order for costs is obtained against another party.

We may ask clients, on some occasions, for payment to account of our fees. Accounts are due to be settled by the client upon receipt of our fee note. Payment on or before the due date is the essence of the contract and in the event of the client failing to make payment on the due date Chamberlain McBain reserves the right to decline to act.

If fees are not settled within 14 days of the issue date, we may take steps to recover the full amount due and you will be responsible for any costs we incur in this regard. We also reserve the right to exercise a lien (right of retention) over relevant papers, including title deeds, until all sums due to us have been met

Disbursements will be added to our fees, including Sheriff Officer and Messenger-at-Arms fees. VAT, where applicable, will also be added at the prevailing rate. Outlays may be requested up front. Court fees may change without notice. Invoices will be issued monthly, on a net basis, and all charges must be paid within fourteen days. In the event that an invoice is not paid timeously, this may result in a delay in processing your cheques until all due invoices are paid in full. Interest will accrue on any unpaid invoices at the rate of 6% above the base lending rate of The Royal Bank of Scotland plc until date of payment.

Money Laundering/Verification

The Money Laundering Regulations require us to seek information as to the identity of our clients and in relation to the business they conduct and funds passing through our hands. In order to comply with Regulations, we may need to ask you for specific information in relation to these matters. If you do not or cannot supply that information we will be compelled to withdraw from acting.

Force Majeure

Chamberlain McBain shall bear no liability for loss, damage or delay howsoever arising caused in circumstances outside its control (of whatsoever kind).

Invalidity of Contractual Term

If any provision of these Conditions is held by any court or competent authority as invalid or unenforceable, in whole or in part, the validity of the remainder of these Conditions and of the remainder of the provisions in question shall not be affected thereby.

Jurisdiction

Jurisdiction is prorogated to Scotland. The construction, validity and performance of this contract shall be governed in all respects by the law of Scotland.

Acceptance

If you instruct us in any matter after receiving, viewing and/or accepting these terms of business, you will be deemed to have accepted the conditions contained here. No variation or representation will be binding on Chamberlain McBain unless confirmed in writing by a duly authorised representative of Chamberlain McBain.