



## Terms of Business

### You

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

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.

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 Fenton & Scott Ltd (herein after Fenton & Scott) and not the individual(s) in Fenton & Scott conducting a client's business. Members of staff at Fenton & Scott are, therefore, not personally liable to you, though Fenton & Scott remains so.

We will act upon your instruction or upon the instruction of someone authorised on your behalf. 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, Fenton & Scott may instruct a third party to act on your behalf. Some of the services are handled by: Scottish solicitors, authorised and regulated by the Law Society of Scotland, English solicitors, authorised and regulated by the Solicitors Regulation Authority, Advocates (Scotland), who are regulated by The Faculty of Advocates or Barristers (England) regulated by the Bar Standards Board.



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### Money Laundering / Verification

Our approach to preventing money laundering is risk-based, with the directors taking full responsibility jointly for all compliance matters. We identify and verify all new customers during our new customer on-boarding processes, which includes online verifications and constant monitoring checks for compliance. We are committed to training all of our employees to ensure that they are aware of their responsibilities, which include monitoring full completion of our on-boarding forms by new clients and charities, checking the information provided with information obtained from third party sources, and ensuring full compliance with our procedures before any services are provided. We recognise the importance of our staff promptly reporting any suspicious activity to our nominated officer, Steven Jansch, and we adopt a zero tolerance to services being provided before full checks are completed. Please therefore do all that you can to assist our staff to complete these checks so that we can provide you with our services as soon as possible.

### 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.

### Web Portal

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 Fenton & Scott immediately. We do not guarantee the accuracy of the information obtained. Nothing in this area shall bind Fenton & Scott in any contract or obligation. Insofar as permitted by law, Fenton & Scott 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.



## Confidentiality

Any oral or written information exchanged between the parties in connection with the preparation and performance of the terms are regarded as confidential information. Each party shall maintain confidentiality of all such information, and without obtaining the written consent of the other party, it shall not disclose any relevant confidential information to any third parties, except for the information that: (a) is or will be in the public domain (other than through the receiving party's unauthorised disclosure); (b) is under the obligation to be disclosed pursuant to the applicable laws or regulations, rules of any stock exchange, or orders of the court or other government authorities; or (c) is required to be disclosed by any party to its shareholders, investors, legal counsels or financial advisors regarding the transaction contemplated hereunder, provided that such shareholders, investors, legal counsels or financial advisors shall be bound by the confidentiality obligations similar to those set forth in this paragraph. Disclosure of any confidential information by the staff members or agencies hired by you shall be deemed disclosure of such confidential information by such party, who shall be held liable for breach of this Agreement. This paragraph shall survive the termination of the Conditions for any reason.

## Data Protection

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 2018. 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 507 0188, or by email to: [marketing@fentonandscott.com](mailto:marketing@fentonandscott.com)

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.



### Exclusivity

For a period of hundred and eighty (180) days from the date of the introduction of a tenant or landlord, you and/or your representatives shall not directly or indirectly negotiate or propose to enter into any license/lease or rental agreement with the introduced party, without prior notification to Fenton & Scott. In the event that a license/lease or rental agreement is entered into with the introduced party during the said period of exclusivity, you will be liable to pay the fees due to us.

### 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, Steven Jansch, who will ensure that any such complaint is fully investigated and that you receive a response within fifteen working days. If your complaint relates to the conduct and/or services provided to you by a third party introduced to you by us, you should direct your complaint to their regulatory body with whom you may have recourse against.

**ADR/EDR Directive 2013/11/EU** We recognise that Alternative Dispute Resolution Regulations have implemented ADR/EDR Directive 2013/11/EU to promote alternative dispute resolution as a means of redress for consumers in relation to unsatisfactory services. However, as there are currently no "ADR Entities" for the services we provide, we have however chosen not to adopt an ADR process and if you have any concerns about the services you receive from this firm you should contact our Client Relations Manager, Mr Jansch.

### Fees / Disbursements

It is our declared intention that our fees shall be fairly and reasonably charged, subject to our minimum fees. 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. 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 you agree to enter into a license/lease or rental agreement with a tenant, and it does not proceed to a conclusion, or if you withdraw your instructions, you will be charged as if the license/lease or rental agreement was proceeded with.

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. Disbursements will be added to our fees together with VAT, where applicable, will also be added at the prevailing rate. Interest will accrue on any unpaid invoices at the rate prescribed under the Late Payment of Commercial Debts (Interest) Act 1998, together with compensation under the said Act.

### Force Majeure

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

### Invalidity of Contractual Term(s)

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 continue to instruct us in any matter you will be deemed to have accepted the conditions contained here. No variation or representation will be binding on Fenton & Scott unless confirmed in writing by a duly authorised representative of Fenton & Scott.