

**Burnett & Reid LLP  
Terms & Conditions of Business (July 2018)**

**1. General**

1.1. These Terms and Conditions of Business (as may be amended as provided for herein), together with the Engagement Letter (as hereinafter defined), are referred to as the "Terms" and constitute the contract between the Firm (as hereinafter defined) and the Client (as hereinafter defined) for the provision of the Services (as hereinafter defined) by the Firm to the Client.

1.2. The Terms are subject to change from time to time and any amended Terms will be communicated by the Firm to the Client from time to time.

**2. Definitions & Interpretation**

2.1. In the Terms the following definitions shall apply:

- (a) "**Client**" means the person or persons instructing the Firm to provide the Services, such person or persons being as set out in the Engagement Letter;
- (b) "**Engagement Letter**" means the letter sent by the Firm to the Client confirming the appointment of the Firm for the provision of the Services to the Client and setting out the basis of the engagement, together with any further such letter sent by the Firm to the Client following any change to Terms or to the basis of such engagement;
- (c) "**Firm**" means Burnett & Reid LLP, a limited liability partnership registered in Scotland (registered number SO304012), and having its registered office at 15 Golden Square, Aberdeen, United Kingdom, AB10 1WF, together with their permitted successors and assignees under the Terms; and
- (d) "**Liabilities**" means all liabilities, damages, losses, penalties, costs, and expenses, whether direct or indirect, arising out of or in connection with any matter;
- (e) "**Money Laundering Legislation**" means the Terrorism Act 2000, the Proceeds of Crime and Criminal Finances Act 2017 and The Money Laundering Terrorist Financing and Transfer of Funds (Information on the Payer) Regulations 2017;
- (f) "**Services**" means the professional services to be supplied by the Firm to the Client of whatever nature as may be set out more fully in the Engagement Letter; and
- (g) "**Transaction**" means any specific matter or transaction in respect of which the Firm is providing the Services.

2.2. In the Terms the following rules of interpretation shall apply:

- (a) references to clauses are (unless otherwise provided) references to clauses of these Terms and Conditions of Business and clause headings do not affect the interpretation of these Terms and Conditions of Business;
- (b) in the event and to the extent only of any conflict between these Terms and Conditions of Business and the Engagement Letter, the Engagement Letter shall prevail;
- (c) unless the context otherwise requires, words in the singular shall include the plural and in the plural include the singular;
- (d) a person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality);
- (e) a reference to a group company of the Client, is a reference to any parent company of the Client, any subsidiary of the Client, or any subsidiary of a parent company of the Client;
- (f) where the Client comprises two or more persons the obligations undertaken by the Client under the Terms shall be binding jointly and severally on those persons;
- (g) references to any statute or statutory provision shall, unless the context otherwise requires, be construed as a reference to that statute or provision as from time to time amended, consolidated, modified, extended, re-enacted or replaced;
- (h) any phrase introduced by the words "including", "include", "in particular" or any similar expression is to be construed as illustrative only and is not to be construed as limiting the generality of any preceding words; and
- (i) a reference to "writing" or "written" includes by letter or by email.

**3. Provision of Services**

3.1. Subject to the Client complying with their obligations under the Terms, the Firm shall perform the Services with reasonable care and skill.

3.2. The Services provided to the Client under the Terms are so provided to the Client by the Firm, and there is and shall be no direct contract between the Client and any employee or consultant of the Firm. Any advice given to (or other work done for) the Client by an employee or consultant of the Firm is given (or done) by that

person on behalf of the Firm and not in his or her individual capacity and no such person shall be treated as assuming any personal responsibility to the Client for the advice or other work.

- 3.3. Unless otherwise agreed in writing, the Firm may communicate with the Client by means of direct meeting, telephone call, letter, fax, email and all other appropriate forms of verbal and written. All correspondence and other communications sent to a Client in the course of the provision of the Services by the Firm, whether signed by a Partner, consultant or employee of the Firm, will for all purposes be treated as having been sent on behalf of the Firm.
- 3.4. In certain circumstances the Firm may wish to outsource or sub-contract the provision of any part of the Services to a third party, for example by appointing another firm of solicitors to appear in court, where it is not practical for a member, employee or consultant of the Firm to appear given the location of that court. In such circumstances the Firm will notify the Client of their intention to so outsource or sub-contract such part of the Services. For the avoidance of doubt the Firm will not be obliged to advise the Client where any part of the Services is provided by any person who has been seconded to the Firm or who is otherwise contracted by the Firm for the provision of services to the Firm, where the provision of that part of the Services to the Client is covered by the Professional Indemnity Insurance policies held by the Firm.
- 3.5. Unless otherwise specifically agreed with the Client, the Firm do not offer representation or advice under legal aid or advice and assistance.

#### **4. Client Obligations & Instructions**

- 4.1. The Client acknowledges that the Firm's ability to provide the Services is dependent upon the full and timely provision of instructions and co-operation of the Client (which the Client agrees to provide), as well as the accuracy and completeness of any information the Client provides to the Firm.
- 4.2. The Client will co-operate with the Firm in all matters relating to the Services and will provide the Firm with access to, and use of, all information, data and documentation reasonably required by the Firm for the performance by the Firm of its obligations under the Terms.
- 4.3. The Client shall notify the Firm promptly of any material change in any information, data and documentation previously provided to the Firm by the Client.
- 4.4. Instructions may be given to the Firm by the Client in writing or verbally, although in certain circumstances the Firm may request that verbal instructions of the Client are confirmed in writing.

Where instructions in writing are provided by email it is the responsibility of the Client to ensure that such email has been received by the intended recipient and where no acknowledgement of such email has been sent by the Firm to the Client, then the Firm shall have no liability to the Client arising from any failure to receive such email instructions.

- 4.5. Where the Client comprises more than one person, then the Firm shall be entitled to proceed on the basis that any of such persons has the authority of the other persons to give instructions to the Firm, unless otherwise instructed by the Client.
- 4.6. Where the Client, or any person comprised within the Client, is a company, LLP, other form of corporate entity, partnership, trust, or any other form of incorporated or unincorporated body or association, then the Firm shall be entitled to proceed on the basis that any director, company secretary, member, authorised signatory, partner, officer, trustee, or other form of appointed representative (as the case may be) is authorised on the part of such person to give instructions to the Firm, unless the Firm is otherwise advised by the Client.
- 4.7. Should the Client wish the Firm to act on their behalf on the instruction of any other person it shall be the responsibility of the Client to communicate that to the Firm in writing.
- 4.8. The Firm will be entitled to refrain from carrying out any instructions of the Client, where in the opinion of the Firm such instructions may result in the breach of any legal, professional or regulatory requirements, or where the Firm has not been provided with sufficient information or funds in order to act on such instructions.

#### **5. Identification & Anti-Money Laundering**

- 5.1. Prior to the commencement of the provision of the Services (and in so often as requested by the Firm throughout the period of the provision of the Services), the Client shall provide to the Firm such evidence of identification and any other information which the Firm may require for the purposes of complying with its obligations under the Money Laundering Legislation, which may include information relating to (a) the identity of the shareholders, beneficial owners, beneficiaries, directors, members, partners, officers, or trustees, of the Client (where applicable), (b) the identity of any other party involved in any Transaction, (c) the source of funding for any Transaction, and (d) the source of the Client's wealth, or the wealth of any other party involved in any Transaction.

- 5.2. In addition to any evidence or information requested by the Firm in terms of clause 5.1, the Firm may conduct electronic verification of the identity of any person in respect of whom the Firm has so requested such evidence or information, which verification will include a search of credit databases.
- 5.3. Where the Client fails to timeously provide sufficient information to the Firm in terms of clause 5.1, such failure may lead to a delay in the progress of any Transaction, and may further result in the Firm ceasing the provision of Services to the Client under the Terms. Where the Firm ceases the provision of the Services under this clause, the Firm shall be entitled to charge appropriate fees for the part or parts of the Services already provided to the Client in respect of any Transaction.
- 5.4. Where the Firm becomes aware or suspects that the Client is involved in a money laundering offence in terms of the Money Laundering Legislation, or that any Transaction involves assets which result from the proceeds of crime in terms of the Money Laundering Legislation, then the Firm is required to disclose the same to the relevant authorities in terms of the Money Laundering Legislation. Where the Firm makes such disclosure to the relevant authorities the Firm will not be able to advise the Client of such disclosure, and may not be able to progress any Transaction unless and until approval is received from the said authorities to progress such Transaction. The Firm will not be liable to the Client for any Liabilities of the Client arising as the result of a disclosure made by the Firm in good faith under this Clause.

## **6. Fees & Other Charges**

- 6.1. Save where the Firm has agreed a fixed fee or commission arrangement for the provision of Services as set out in the Engagement Letter, the Firm's fees will normally be primarily based on the time spent by the Firm in the provision of the Services, such time being recorded and charged on the basis of 6 minute units, and charged at the hourly rates set out in the Engagement Letter, but which rates shall be subject to review by the Firm from time to time and notified to the Client. Time spent by the Firm in the provision of the Services, may (in addition to other time) include time spent (a) preparing and considering correspondence, including letters, emails, faxes, and other forms of messages, (b) on and preparing for telephone calls, (c) preparing, awaiting and attending meetings or court appearances, (d) traveling to and from meetings and court appearances, (e) preparing and recording file notes, (f) reviewing, revising, and considering deeds and documentation, (g) communicating between persons within the Firm, and (h) in the preparation of any itemised invoice or account of the Firm.
- 6.2. Notwithstanding the terms of any fixed fee quote given by the Firm to the Client, where the Firm agrees to provide any services to the Client in respect of any Transaction which fall out with the scope of the Services as detailed in the Engagement Letter, then the Firm shall be entitled to charge additional fees to the Client for such additional services at the hourly rates set out in the Engagement Letter, or on such other basis as may be set out in a further Engagement Letter from the Firm to the Client.
- 6.3. Where the Firm has provided the Client with an estimate of the fees for a Transaction (as opposed to a fixed fee quote), such estimate is intended to give the Client an indication of the likely costs of such Transaction for budgeting purposes only and is not binding on the Firm.
- 6.4. In certain types of Transaction the Firm may, as a condition of the Engagement Letter, require that the fees to be charged to the Client for the provision of the Services are independently assessed by third party law accountants, and that at the cost of the Client. In such circumstances the Engagement Letter will incorporate a form of mandate to be signed by the Client and the Firm instructing such third party to assess the said fees based on the Terms. It is a condition of the Terms that the Client signs and returns such mandate to the Firm at the outset of the Transaction.
- 6.5. Any outlays, disbursements, or other third party costs incurred by the Firm in the provision of the Services will be recharged to the Client in full, including all advertising and listing charges for properties, search costs, registration dues, taxes, valuation costs, courier charges, map charges, printing and copying charges, court fees and confirmation dues, fees for counsel, shorthand writers fees, translation fees, medical or other experts fees, and local court agent's fees. The Client authorises the Firm to incur such outlays, disbursements and third party costs on behalf of the Client, and acknowledges that the Firm may receive loyalty payments and commissions from third parties in respect of any business introduced by the Firm to such third parties and relating to the Client.
- 6.6. The Firm will also be entitled to charge the Client for certain expenses incurred by the Firm in the provision of the Services, which may (in addition to any other expenses agreed between the Firm and the Client) include (a) an administration

expense for obtaining any electronic verification of identity as provided for in clause 5.2 (charged at £5 per individual), (b) a processing expense in connection with any electronic bank transfers carried out for the Client (charged at £20 for a CHAPS transfer and £5 for a Faster Payment), (c) any travelling and subsistence expenses properly and reasonably incurred in the provision of the Services (including the costs of providing food for meetings where the same is required), and (d) a posts and incidental expense incurred in the provision of the Services (charged at 5% of the Firm's fees for the Services).

- 6.7. Unless otherwise stated in the Terms, all fees charged by the Firm shall be charged in GBP, and Value Added Tax (or any successor tax thereto) will be charged to the Client on all fees and expenses at the applicable rates in force from time to time.
- 6.8. In respect of any Services involving litigation, as any amount awarded to the Client for costs in such litigation may not be equal to the full amount of the Firm's costs for the provision of the Services, the Client will remain liable to the Firm for the full amount of the Firm's costs, notwithstanding the amount of costs awarded to the Client in terms of such litigation.
- 6.9. Where the Client is a company, limited liability partnership, or any other form of limited liability entity, then by providing the Firm with instructions on behalf of such company, limited liability partnership or entity the individuals from whom the Firm accepts instructions undertake personally to the Firm to meet all costs falling due by such company, limited liability partnership, or entity to the Firm in the event of failure by such company, limited liability partnership or entity to make payment directly.

## **7. Payment Terms**

- 7.1. Unless otherwise stated in the Engagement Letter, the Firm will be entitled to invoice the Client for fees, outlays and expenses in so often as is deemed appropriate by the Firm, and may include at monthly or other periodic intervals during the course of any Transaction, at completion of a specific stage in any Transaction, or at the reaching of a certain level of work in progress by the Firm on any Transaction. In certain circumstances the Firm may require payment in advance by the Client (including payment towards costs to be incurred under clause 6.5) in which case the Firm will credit such payment to a client account held by the Firm and apply it, with any interest earned, against future invoices.

7.2. In circumstances where the Client procures, whether as a term of any Transaction or otherwise, that a third party is to pay for the Services or any part thereof on behalf of the Client, and the Firm has agreed to accept payment from that third party, then notwithstanding that the Firm's invoice for such Services may be addressed to the Client but marked "payable by" such third party, the Client shall nevertheless remain primarily liable to the Firm for the payment of the relevant invoice, and shall also remain directly liable for the VAT element on such invoice, and the Firm shall not be obliged to seek payment from such third party in advance of the Client.

7.3. Where the Firm receives any funds on behalf of the Client, the Firm will be entitled to deduct from such funds (or retain on account from such funds), such amounts as may be due (or may become due) by the Client to the Firm in settlement of any invoices by the Firm to the Client or to any group company of the Client, whether in respect of the Services or otherwise.

7.4. The Client shall make payment to the Firm in respect of any invoice issued by the Firm to the Client within 30 days of the issuing of the same, payment for such purposes being completed only when cleared funds have been received by the Firm.

7.5. Where the Late Payment of Commercial Debts (Interest) Act 1998 does not apply to the Terms, interest shall be payable by the Client to the Firm on the outstanding balance of any invoice from the date falling 31 days after the issuing of the same to the date of payment in full, and that at a rate of 5% above the base rate of the Bank of Scotland.

7.6. Where any payment is not received timeously by the Firm from the Client, then the Firm may suspend, alter or terminate the provision of the Services, which may include the resigning of agency in any litigation.

7.7. Where the Firm takes any action in terms of clause 7.6, the Firm shall not be liable for any Liabilities of the Client arising as a result of such action.

## **8. Regulation & Financial Services**

- 8.1. The Firm is regulated by and are also licensed to conduct incidental investment business by the Law Society of Scotland. The Firm is not authorised by The Financial Conduct Authority under the Financial Services Act 2012, but may from time to time introduce the Client to independent financial advisers or brokers, including the Firm's subsidiary company, Burnett & Reid Wealth Management Limited. Depending on the adviser and the type of investment business, if any, the Client conducts

with such independent financial advisers or brokers, the Firm may receive from them introductory fees or commissions, but which shall in any such circumstances be disclosed to the Client by the adviser in question.

## **9. Client Relations**

- 9.1. Where the Client is dissatisfied with any aspect of the Services, the Client should in the first instance raise such matter with the persons within the Firm with whom the Client has been dealing. If the Client is still not satisfied the Client should write to the Firm's Client Relations Partner, James Herbertson, who will ensure that any complaint is fully investigated and responded to in accordance with the standards of the Law Society of Scotland.
- 9.2. Where any client remains dissatisfied with the outcome of any complaint made to the Firm's Client Relations Partner in terms of clause 9.1, the Client is entitled to refer the matter to the Scottish Legal Complaints Commission, The Stamp Office, 10-14 Waterloo Place, Edinburgh, EH1 3DG ([www.scottishlegalcomplaints.org.uk](http://www.scottishlegalcomplaints.org.uk)).
- 9.3. Whilst the 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, the Firm has chosen not to adopt an ADR process. As such if the Client has any concerns about the Services the Client should contact the firm's Client Relations Manager in terms of clause 9.1.

## **10. Client Money**

- 10.1. Where in the provision of the Services the Firm is to make any payment on behalf of the Client, it shall be the responsibility of the Client to ensure that the Firm is in receipt of cleared funds for such payment prior to the date of such payment. Where possible, payments from the Client to the Firm should be made by means of electronic bank transfer, but where such funds are to be provided by the Client to the Firm by means of cheque, such cheque must be presented to the Firm at least 5 clear working days prior to the date such payment is to be made. In most circumstances the Firm will not to accept any single cash payment from the Client for more than £500, nor more than a total of £1000 of cash payments in any 28 day period.
- 10.2. The Firm shall not be liable for any Liabilities of the Client arising as a result of any failure to make a timeous payment on behalf of the Client, where such arises due to a failure on the part of the Client to comply with the obligations of clause 10.1.

- 10.3. Where the Firm holds money for the benefit of the Client, and the interest to be accrued on such money is likely to exceed £100, the Firm will invest such money in a designated instant access interest-bearing deposit account in the name of the Client, failing which the Firm shall pay to the Client an amount equivalent to the interest which would otherwise be paid. Where the Firm holds money for the benefit of the Client, and the interest to be accrued on such money is not likely to exceed £100, such money may be held in a general client account of the Firm, and no interest shall be paid to the Client thereon.

- 10.4. Funds held by the Firm for the benefit of the Client, are so held by the Firm as agent for the Client. In the event of the insolvency of any bank or financial institution in which such funds are held there are limits on the amounts which are guaranteed under the Financial Service Compensation Scheme, which at present covers certain amounts up to £85,000. Whilst the Firm shall take reasonable care to ensure that the banks or financial institutions selected by the Firm for such purposes are financially sound, the Firm shall not be liable to the Client in the event that any such bank or financial institution fails to account to the Client on such funds. Further information on the Financial Services Compensation Scheme is available on their website at [www.fscs.org.uk](http://www.fscs.org.uk), by phone on 0800 678 1100 or by writing to them at Financial Services Compensation Scheme, 10<sup>th</sup> Floor, Beauford House, St Botolph Street, London, EC3A 7QU.

- 10.5. The Firm will from time to time make arrangements with its bankers regarding the payment of interest on cash funds which have been deposited through the Firm and as part of those arrangements the Firm's bankers may make loyalty payments (which may include further interest payments) to the Firm on such funds, but in any event the rates of interest paid to the Client on funds invested in any designated interest-bearing deposit account under clause 10.3 shall not be prejudiced as a result of the arrangements made between the Firm and its bankers where there is any discretion as to how much interest will be paid to the Client on funds.

## **11. Client Files**

- 11.1. The Firm's normal practice is to destroy files and certain documentation (whether physical or electronic) following expiry of the retention periods recommended from time to time by the Law Society of Scotland. The Firm may make electronic copies of files and documents and thereafter destroy the physical copies notwithstanding that there may be a risk that in

any subsequent dispute or litigation that such electronic copies may not have the same status as original documents. The Firm will not destroy copies of Wills, Powers of Attorney, Titles and Securities, held to the instruction of the Client, otherwise than with the consent of the Client.

- 11.2. Subject to clause 11.3, the Firm will make available to the Client any documents held by the Firm for the Client, but may make a reasonable charge for printing and handling costs in connection with the same.
- 11.3. Where the Client instructs another firm to act on its behalf in connection with any Transaction in respect of which the Firm has hitherto been providing the Services to the Client, then notwithstanding the instruction of such other Firm, the Firm shall (subject to the requirements of the Law Society of Scotland) be entitled to hold the title deeds, files or other documents of the Client pending payment of any outstanding invoices due by the Client to the Firm, whether or not pertaining to the Services.

## **12. Confidentiality**

- 12.1. All information held by the Firm in relation to the Client, and advice provided by the Firm to the Client in the course of the provision of the Services, will be treated as confidential and will not be disclosed by the Firm to any third parties, except as specifically provided for in the Terms or required in connection with the provision of the Services, as required in order for the Firm to comply with any regulatory, statutory or other legal duties imposed on the Firm, in the course of any debt recovery or other litigation taken by the Firm against the Client, or to any successor or proposed successor of the Firm under the Terms (providing in such case that the Firm has obtained a confidentiality undertaking from such successor or proposed successor).
- 12.2. The fact that the Firm acts for the Client shall not be treated as being confidential, unless otherwise advised in writing by the Client to the Firm.

## **13. Conflicts of Interest**

- 13.1. The Firm is prevented by reason of the practice rules of the Law Society of Scotland from acting for two or more parties who have conflicting interests. Where acting for two parties is not likely to result in any conflict of interest the Firm may accept instructions to act for both such parties. In the event of a conflict arising in respect of any Transaction, or the potential for such conflict becoming significant, then the Firm will be required to resign from acting for one or more party in

connection with such Transaction, and will not be liable to the Client for any Liabilities of the Client arising as a result of the Firm having to cease the provision of the Services.

## **14. Intellectual Property**

- 14.1. The Firm retains the copyright and all other intellectual property rights in all legal styles and other documentation produced, developed or generated by the Firm in the course of the provision of the Services and grants to the Client non-exclusive and non-transferable rights to use such documents in connection with any Transaction to which the Services pertain.
- 14.2. The Client shall not reproduce, adapt or otherwise use any legal styles or other documentation produced by the Firm in connection with any matter, other than any Transaction to which the Services pertain, except with the prior written consent of the Firm, and shall indemnify the Firm against all Liabilities of the Firm arising in consequence of any breach of this clause by the Client.

## **15. Personal Data / GDPR**

- 15.1. Any personal information collected by the Firm from the Client in the process of the provision of the Services shall be held in accordance with our Privacy Policy, which is available to view on our website at <http://www.burnett-reid.co.uk/privacy-policy> or which can be requested in hard copy from the Firm's Practice Manager.

## **16. Termination**

- 16.1. Either the Client or the Firm may terminate the relationship between the Firm and the Client for the provision of the Services under the Terms on reasonable written notice to the other, but that without prejudice to their respective rights under the Terms.

## **17. Limitation of Liability & Email Communication**

- 17.1. The Firm's liability to the Client in respect of any Transaction shall be limited in aggregate to £5,000,000 unless otherwise stipulated in the Engagement Letter.
- 17.2. The Firm shall at no time be liable to the Client for any indirect loss or damage, nor any loss of profit or other consequential loss, nor shall the Firm be liable to the Client for any act or omission by any third-party engaged by the Firm on behalf of the Client (such as counsel, overseas lawyers, architects)

17.3. The Firm shall have no liability to the Client for any Liabilities of the Client arising as a result or any change in the law or interpretation of the law after any advice is given by the Firm to the Client.

17.4. The Firm shall have no liability to the Client for any Liabilities of the Client arising as result of (a) the non-receipt or late receipt by the Client of any email sent by the Firm, (b) the corruption of any such email, (c) any disclosure to third parties as a result of the interception of any such email, or (d) any viruses that may enter or corrupt the IT systems of the Client arising from such email.

## **18. Assignment**

18.1. The Client shall not be entitled to assign its rights and interests under the Terms to any other party, without the written consent of the Firm.

18.2. The Firm shall be entitled to assign its rights and interests under the Terms to any party which may become a successor to the Firm in any part of the business of the Firm, but shall not otherwise assign its interests under the Terms without the written consent of the Client.

## **19. Severability**

19.1. If any part of the Terms is held to be illegal, invalid or otherwise unenforceable then that provision shall, to the extent necessary, be severed from the Terms and shall be ineffective, but the remaining parts of the Terms shall remain enforceable.

## **20. Third Party Rights**

20.1. The Terms do not confer any rights of enforcement nor any liability on the Firm for the Services, to any person who is not a party to the Terms.

## **21. Jurisdiction & Law**

21.1. The scope of the Services provided by the Firm to the Client shall only extend to matters of the laws of Scotland, save that the Firm may provide advice in relation to the laws of England & Wales, where provided for in the Engagement Letter.

21.2. Where the Firm provides advice or any part of the Services otherwise relate to matters which are subject to the laws of any other jurisdiction, then such advice or parts of the Services are provided by the Firm to the Client as objective commercial advice only. Where the Firm introduces the Client to legal practitioners in other jurisdictions, or the Firm agrees with the Client to work in conjunction with correspondent legal practitioners in other jurisdictions, then the Client shall contract directly with such legal practitioners and irrespective of the involvement of the Firm in such matters, the Firm

shall bear no direct liability for the fees and costs of such legal practitioners advice, nor for any Liabilities of the Client arising as a result of the advice provided by such legal practitioners.

21.3. The Terms shall be governed and construed in accordance with the laws of Scotland, and shall be subject to the non-exclusive jurisdiction of the Scottish Courts.