Zoho Sign Document ID: 4AE803519-BH2BDD9BERNUAH0PMK2PNJMETVFJIIG4HRN5ZLYVMP8

MMA
LEGAL

CLIENT CARE LETTER & PRIVATE CONDITIONAL FEE AGREEMENT
(Scottish Redress Scheme Application – Private Funding)

Our Ref:
Date: 06 Mar 2026
Please reply to: matt.bell@mmalegal.co.uk

Dear Michael Mclachlan

Thank you for instructing us in relation to a potential application to the Scottish Redress Scheme.

This letter:

- confirms the basis on which we will act for you;
- explains the funding options available;
- sets out your rights and our responsibilities; and
- forms a legally binding Conditional Fee Agreement between you and MMA Legal Limited.

Please read this document carefully before signing.

1. **IMPORTANT – YOUR FUNDING OPTIONS**
   The Scottish Government operates a statutory legal fees scheme under which participating solicitors may receive up to £2,000 plus VAT for providing legal advice and assistance in connection with a Redress Scotland application.
   You are entitled to:

   - apply to the Scottish Redress Scheme without a solicitor; or
   - instruct a solicitor who participates in the Scottish Government legal fees scheme.

   We confirm that MMA Legal Limited does not operate under that statutory legal fees scheme and will not apply for or accept the prescribed legal fee in relation to your application.

   If you instruct us, you are choosing private legal representation under this Conditional Fee Agreement.

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Before entering this agreement, we have explained:

- the likely value range of your potential application (based on current information);
- the work involved in preparing a fully supported application;
- how our charges compare to the government-funded option.

You confirm that you consider this private arrangement proportionate and appropriate for your circumstances.

We cannot and do not guarantee any particular outcome or level of redress. The Scottish Redress Scheme operates on a discretionary basis.

2. EXPLICIT VULNERABILITY SAFEGUARD

We recognise that applications to the Scottish Redress Scheme often involve sensitive and distressing matters. If at any stage you require additional time, explanation, or support in understanding this agreement or the process, please let us know. You are under no obligation to proceed until you feel comfortable doing so.

3. ELECTION OF PRIVATE REPRESENTATION

By signing this agreement, you confirm that:

- You understand you may apply without a solicitor.
- You understand you may instruct a solicitor under the Scottish Government £2,000 scheme.
- You understand we do not operate under that scheme.
- You understand this is a private agreement and legal fees may reduce the amount of redress you receive.
- You freely and voluntarily choose to instruct us without pressure or obligation.

4. SCOPE OF WORK

This agreement covers:

- Advice on eligibility for the Scottish Redress Scheme
- Assistance with gathering and reviewing evidence
- Preparation and submission of your application
- Correspondence with Redress Scotland
- Advice on any offer made under the Scheme
- Advice in relation to the statutory waiver
- Advice on reconsideration or review within the Scheme

This agreement does not cover civil court proceedings.

If an offer of redress is made, we will explain in plain English the legal effect of the statutory waiver, including how accepting an award may affect your ability to pursue civil proceedings relating to the same matters. You will never be required to accept an offer without fully understanding its consequences.

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5. OUR FEES

5.1. When You Pay

You pay nothing if:

- your application is unsuccessful; or
- you withdraw your application on our advice.

If your application is successful and you receive a redress payment, you agree to pay:

- our basic charges (calculated by reference to time spent); and
- a success fee.

5.2. Basic Charges

Our basic charges are calculated by reference to time spent on your matter.

Time is recorded in units of 6 minutes.
Our current hourly rates are:

Partner/Director	£300 + VAT
Solicitor (8+ years PQE)	£300 + VAT
Solicitor (4+ years PQE)	£255 + VAT
Solicitor (Under 4 years PQE)	£218 + VAT
Paralegal	£150 + VAT

VAT is charged at the rate applicable when the work is carried out.

Our hourly rates are reviewed periodically and may increase in line with market conditions or guideline rates. You will be notified in writing of any change. Any change will apply only to future work and not retrospectively.

Any increase will not affect work already carried out and will not increase the agreed 20% cap.

You may request a copy of your time record at any time.

5.3. Success Fee

If your application is successful, a success fee will be payable.
The success fee is calculated as 100% of our basic charges.

5.4. Fee Cap

The total amount payable (basic charges plus success fee, inclusive of VAT) is capped at no more than 20% of the gross redress payment you receive.

This cap is a maximum limit only.

Fees are calculated by reference to time spent, not as a percentage of compensation.

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You will never pay more than this agreed cap.

You acknowledge that legal fees will be deducted from your redress payment only if your application is successful.

6. WHAT YOU WILL NEVER PAY

You will not:

- pay any fee if your application is unsuccessful;
- pay more than the agreed 20% cap inclusive of VAT;
- be charged both under this agreement and under the statutory legal fees scheme.

7. TERMINATION

You may end this agreement at any time.

If you terminate this agreement against our advice before conclusion and a redress payment is subsequently obtained substantially arising from work we have carried out, we may be entitled to recover our basic charges in accordance with this agreement.

We will first discuss your reasons for termination before seeking recovery.

We may end this agreement only for good reason.

8. YOUR RIGHT TO CANCEL (14 DAYS)

(Right to Cancel Within 14 Days)
Important: Your Right to Cancel

You have the right to cancel your agreement with us within 14 days of signing it. You do not need to give any reason for cancelling.

If you cancel within 14 days:

- You will not be charged any legal fees; and
- We will stop acting for you immediately.

To cancel, you can:

- Email us at: admin@mmalegalsolicitors.co.uk
- Write to us at: 43-59 Princes Street, Stockport, SK1 1RY
- Or complete and return the form below.

CANCELLATION NOTICE

Firm Name	MMA Legal Limited
Firm Email	admin@mmalegalsolicitors.co.uk
Firm Address	43-59 Princes Street, Stockport, SK1 1RY
Agreement Date	

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I hereby give notice that I cancel my agreement relating to my Scottish Redress application.	
Client Name	
Address	
Signature (if sending by post)	
Date	

What Happens After Cancellation
Once we receive your cancellation notice:
We will confirm receipt in writing.

If you asked us to begin work during the 14-day period and later cancel, no fee will be payable unless you subsequently receive a redress payment substantially arising from work carried out by us.

9. EARLY WORK CONSENT

I request that the Firm begin work before the 14-day cancellation period expires.

I understand my cancellation rights remain.

10. COMPLAINTS PROCEDURE

We are committed to providing a high standard of service.
If you are unhappy with any aspect of our work, please raise your concerns in writing to Matthew Bell.
Our complaints procedure is available on request and on our website at https://mmalegalsolicitors.com/complaints-procedure/
We will investigate your complaint in accordance with our written complaints procedure (available on request).
If we are unable to resolve your complaint internally, you may refer the matter to the Legal Ombudsman within the applicable time limits.
You may also have the right to apply to the court for assessment of our bill under the Solicitors Act 1974.

11. IDENTITY VERIFICATION

We are required by law to verify your identity before acting for you. We may request photographic identification and proof of address to comply with anti-money laundering regulations.

12. CLIENT MONEY

If we hold money on your behalf, we will account to you for a fair sum in lieu of interest in accordance with regulatory requirements. No interest will be payable where the calculated sum is £20 or less.

13. FILE RETENTION

We retain client files for six years from conclusion of your matter, after which they may be securely destroyed unless you request otherwise.

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14. FINAL CONFIRMATION

Before signing

- I understand I could apply without a solicitor.
- I understand a government-funded legal option exists.
- I understand this is a private agreement.
- I understand fees are capped at 20% inclusive of VAT.
- I understand there is no guarantee of outcome.
- I understand the statutory waiver will be explained before I accept any award.
- I understand my 14-day cancellation rights.

You confirm you have been given sufficient time to consider this agreement and have not been required to sign immediately.

Signed by Client	
Name	Michael Mclachlan
Date	Mar 06 2026 14:29 GMT
Print Name	Michael Mclachlan
Signature	Michael Mclachlan

Signed for and on behalf of MMA Legal Limited	
Name	Matthew Bell
Date	Mar 06 2026 14:33 GMT
Position	Solicitor Director
Signature	Matthew Bell

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DEED OF AUTHORITY & CONSENT

THIS DEED is made on the date of signature below by (the "Client")	
Full Name:	Michael Mclachlan
Date of Birth:	31 Dec 1962
Previous Names (if any):	
Current Address:	1/1 10 Girvan Street Glasgow
Previous Addresses (relevant to care placements):	
CHI / NHS Number (if known):	

IN FAVOUR OF (the "Representative")	
Firm Name:	MMA Legal
Address	43-59 Princes Street, Stockport
Postcode	SK1 1RY
Email	admin@mmalegalsolicitors.com
Telephone Number	0330 341 3679
CHI / NHS Number (if known):	

1. STATUS AND CONSTRUCTION

1.1. This Deed is executed as a deed and constitutes valid written authority for the purposes of:

- **1.1.1.** UK GDPR
- **1.1.2.** Data Protection Act 2018
- **1.1.3.** Common law confidentiality
- **1.1.4.** Any related statutory, regulatory or supervisory framework

1.2. This Deed shall be interpreted purposively and broadly to give full effect to the Client's intention that all personal data and Records relating to them be disclosed to the Representative, subject only to lawful statutory restriction.

1.3. This Deed is intended to provide clear and comprehensive authority for disclosure of the Client's personal data.

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2. APPOINTMENT

2.1. The Client appoints the Representative to act fully on their behalf in connection with:

- **2.1.1.** An application to Redress Scotland;
- **2.1.2.** Any review, reconsideration or appeal;
- **2.1.3.** Evidence gathering and submission;
- **2.1.4.** Any associated advisory, compensatory or restorative process.

2.2. Requests made by the Representative shall be treated as made personally by the Client.

3. SCOPE OF AUTHORITY

3.1. This Authority applies to all public and private bodies including (without limitation):

- **3.1.1.** Local Authorities and Councils
- **3.1.2.** NHS Boards and GP Practices
- **3.1.3.** Health & Social Care Partnerships
- **3.1.4.** Integration Joint Boards
- **3.1.5.** Religious bodies and orders
- **3.1.6.** Residential and foster care providers
- **3.1.7.** Education authorities and schools
- **3.1.8.** Government departments
- **3.1.9.** Archive services
- **3.1.10.** Insurers holding historical liability files
- **3.1.11.** Successor, merged or restructured public bodies

3.2. The Authority applies whether Records are:

- **3.2.1.** Archived, microfiche, digitised or handwritten;
- **3.2.2.** Stored off-site by contractors;
- **3.2.3.** Held by dissolved or reconstituted institutions;
- **3.2.4.** Transferred following statutory reorganisation.

3.3. The Client requests that records not be withheld solely on administrative grounds such as archival storage or institutional restructuring including, for example:

- **3.3.1.** The institution has closed or restructured;
- **3.3.2.** Records are archived or require manual retrieval;
- **3.3.3.** Records are held by insurers or successor bodies;
- **3.3.4.** Retrieval involves time or administrative burden.

4. SPECIAL CATEGORY DATA – EXPLICIT CONSENT

4.1. For the purposes of Article 9 UK GDPR and Schedule 1 Data Protection Act 2018, the Client gives explicit consent to disclosure of all special category data including:

- **4.1.1.** Physical and mental health records
- **4.1.2.** Psychiatric and psychological reports
- **4.1.3.** Therapy and counselling notes
- **4.1.4.** CAMHS records

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4.1.5. Social work and safeguarding files
4.1.6. Ethnicity or religious data where recorded
This includes all NHS and private medical providers.
This explicit consent may be withdrawn at any time by written notice.

5. CRIMINAL OFFENCE DATA – EXPLICIT CONSENT

5.1. For the purposes of Article 10 UK GDPR and Schedule 1 Data Protection Act 2018, the Client gives explicit consent to disclosure of:
5.1.1. Criminal offence data
5.1.2. Police investigation material
5.1.3. Child protection investigations
5.1.4. Statements and intelligence logs
5.1.5. Outcome decisions

including records held by:

5.1.6. Police Scotland
5.1.7. Any predecessor Scottish police force
5.1.8. Prosecuting authorities.

6. THIRD-PARTY DATA AND REDACTION

6.1. The existence of third-party data shall not justify refusal to disclose the Client's personal data.
6.2. Where necessary, redaction shall be limited strictly to third-party information.
6.3. Mixed data shall be disclosed in redacted form rather than withheld in entirety.

7. PROPORTIONALITY AND REASONED DECISION-MAKING

7.1. Any refusal, limitation or redaction must:
7.1.1. Identify the specific statutory exemption relied upon;
7.1.2. Explain how that exemption applies to the particular Record;
7.1.3. Confirm why partial disclosure is not possible;
7.1.4. Be communicated in writing.
7.2. Blanket refusal without statutory justification may not satisfy statutory obligations under applicable data protection legislation.
7.3. Any reliance upon "disproportionate effort" must provide written reasoning demonstrating why staged disclosure or redaction is not feasible.

8. VALIDITY AND FORMAL REQUIREMENTS

8.1. This Deed remains valid for 24 months from execution unless withdrawn in writing.
8.2. Disclosure shall not be refused because:
8.2.1. An internal template form has not been used;
8.2.2. The Authority is considered "out of date" within internal policy;
8.2.3. Additional consent is sought beyond reasonable identity verification.
8.3. Any organisation acting in good faith reliance upon this Deed shall be fully discharged in making disclosure.

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9. REGULATORY AND STATUTORY RIGHTS

In the event of non-compliance, refusal, or unreasonable delay in responding to a lawful request made under this Deed, the Client and/or the Representative reserve the right to pursue any statutory or regulatory remedies available under applicable law.

This may include raising concerns with the relevant supervisory authority or regulator where appropriate.

Nothing in this Deed limits the Client's rights under the UK GDPR, the Data Protection Act 2018, or any other applicable statutory framework.

Withdrawal shall not invalidate disclosures already made in reliance upon this Deed.

EXECUTION AS A DEED

Signed and delivered as a Deed by the Client:	
Signature	Michael Mclachlan
Print Name	Michael Mclachlan
Date	Mar 06 2026 14:29 GMT

Witness	
Name	Elliot Logan
Address	MMA Legal, Stok, Stockport, SK1 1RY
Occupation	File Handler
Signature	Elliot Logan
Date	Mar 06 2026 14:38 GMT

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MMA LEGAL

FUNDING OPTION CONFIRMATION
Scottish Redress Scheme – Informed Choice Declaration

Client Name	Michael Mclachlan
Our Ref	
Date	Mar 06 2026 14:29 GMT

1. Explanation of Available Options

I confirm that before entering into a private Conditional Fee Agreement with MMA Legal Limited, I was clearly informed in writing that I have the following options:

1.1. I may apply to the Scottish Redress Scheme without instructing a solicitor.
1.2. I may instruct a solicitor who participates in the Scottish Government legal fees scheme, under which the Scottish Government may pay that solicitor up to £2,000 plus VAT for advice and assistance with my application (subject to scheme rules).
1.3. I may instruct MMA Legal Limited under a private Conditional Fee Agreement.

2. Understanding of Financial Implications

I confirm that I understand:

2.1. If I instruct a solicitor under the Scottish Government legal fees scheme, legal fees would not be deducted from any redress payment awarded to me (subject to scheme rules).
2.2. MMA Legal Limited does not participate in that Government scheme and will not apply for or accept that statutory fee.
2.3. If I instruct MMA Legal Limited under a private Conditional Fee Agreement, legal fees may be payable from any redress payment I receive.
2.4. The total fees payable under the private agreement are capped at no more than 20% of my gross redress payment (inclusive of VAT and any success fee).
2.5. If my application is unsuccessful, I will not pay any legal fees under the Conditional Fee Agreement.

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3. Opportunity to Consider and Ask Questions

I confirm that:

3.1. I have been given sufficient time to consider my options.
3.2. I have had the opportunity to ask questions about each funding option.
3.3. The differences between the Government-funded option and private representation have been explained to me in clear and understandable terms.
3.4. I understand that I am under no obligation to instruct MMA Legal Limited.

4. Voluntary Election

I confirm that:

4.1. I have not been pressured, influenced, or required to choose private representation.
4.2. I am making this decision freely and voluntarily.
4.3. I believe I understand the financial consequences of my choice.
4.4. I confirm that I choose to instruct MMA Legal Limited under a private Conditional Fee Agreement.

5. Electronic Signature Confirmation

By signing below (including by electronic signature), I confirm that:

5.1. I have read and understood this document in full;
5.2. The confirmations above are true;
5.3. I am making an informed decision.

Signed by the Client:	
Signature	
Print Name	Michael Mclachlan
Date	Mar 06 2026 14:29 GMT

Zoho Sign

Generated on Mar 6, 2026 15:36 GMT

Certificate of Completion

Summary

Document ID: 4AE803519-BH2BDD9BERNUAH0PMK2PNJMETVFJIIG4HRN5ZLYVMP8

Document name: Redress Client Pack Updated w FEE CLARITY

Sent by: Elliot Logan <elliot@gmmb.uk>

Organization: MMA Legal Limited

Sent on: Mar 6, 2026 14:23:39 GMT

Completed on: Mar 6, 2026 14:38:35 GMT

Sign order: Sequential

No. of documents: 1

Time zone: Europe/London (GMTZ)

Signers: 3

Receives a copy: 0

Approvers: 0

Witnesses: 0

Recipient reviewers: 0

Recipients

Signer

Michael Mclachlan
michaelmclachlan785@gmail.com
|+44-07947416972

Signature

Michael Mclachlan

Emailed on: Mar 6, 2026 14:23:40 GMT

Viewed on: Mar 6, 2026 14:24:40 GMT

Terms agreed on: Mar 6, 2026 14:25:35 GMT

Signed on: Mar 6, 2026 14:29:38 GMT

Sent via SMS on: Mar 6, 2026 14:23:40 GMT

Accessed from: 31.94.68.39

Device used: Mobile

Authentication type: None

Signer

Elliot Logan
elliot@gmmb.uk

Signature

Elliot Logan

Emailed on: Mar 6, 2026 14:29:38 GMT

Viewed on: Mar 6, 2026 14:38:19 GMT

Terms agreed on: Mar 6, 2026 14:38:25 GMT

Signed on: Mar 6, 2026 14:38:35 GMT

Accessed from: 85.255.236.61

Device used: Web

Authentication type: None

Signer

Matthew Bell
matt.bell@mmalegal.co.uk

Signature

Matthew Bell

Emailed on: Mar 6, 2026 14:29:38 GMT

Viewed on: Mar 6, 2026 14:33:49 GMT

Terms agreed on: Mar 6, 2026 14:33:53 GMT

Signed on: Mar 6, 2026 14:33:57 GMT

Accessed from: 212.54.135.150

Device used: Web

Authentication type: None

Legal Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

Please read the following information carefully. By clicking the 'I agree' button, you agree that you have reviewed the following terms and conditions and consent to transact business electronically using Zoho Sign electronic signature system. If you do not agree to these terms, do not click the 'I agree' button.

Electronic documents

Please note that MMA Legal Limited ("we", "us" or "Company") will send all documents electronically to you to the email address that you have given us during the course of the business relationship unless you tell us otherwise in accordance with the procedure explained herein. Once you sign a document electronically, we will send a PDF version of the document to you.

Request for paper copies

You have the right to request paper copies of these documents sent to you electronically from admin@mmalegalsolicitors.co.uk. Alternatively, you also have the ability to download and print these documents sent to you electronically, and re-upload a scanned copy of the printed and physically signed documents. If you, however, wish to request paper copies of these documents sent to you electronically, you can write back to the sender.

Withdrawing your consent

At any point in time during the course of our business relationship, you have the right to withdraw your consent to receive documents in electronic format. If you wish to withdraw your consent, you can decline to sign a document that we have sent to you and send an email to admin@mmalegalsolicitors.co.uk informing us that you wish to receive documents only in paper format. Upon request from you, we will stop sending documents using Zoho Sign electronic signature system.

To advise MMA Legal Limited of your new email address

If you need to change the email address that you use to receive notices and disclosures from us, write to us at admin@mmalegalsolicitors.co.uk

System requirements

Compatible with recent versions of popular browsers such as Chrome, Firefox, Safari, and Edge. Zoho Sign is also available on iOS and Android devices.