

Gordons Partnership LLP

SOLICITORS

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Terms of Business

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Appendix 1 –Privacy Policy

1 Introduction

Thank you for appointing Gordons Partnership LLP ("Gordons"). These terms of business set out the basis on which we will provide legal services to you.

2 Our Appointment

Having appointed us to act for you in relation to a particular piece of legal work, you are authorising us to take all measures that we believe appropriate to protect your interests unless you instruct us specifically to the contrary and to incur reasonable expenses on your behalf.

3 Proof of Identity and Money Laundering

Solicitors' practices are required to comply with applicable money laundering legislation in the United Kingdom, namely the Proceeds of Crime Act 2002 and the Money Laundering etc Regulations 2017. This means that we are under a duty to obtain satisfactory evidence of the identity of all clients.

You will be requested to provide certain documents that will prove your identity and we reserve the right to make on-line background checks against you. We have a legal obligation in certain circumstances to disclose information to the National Crime Agency without reference to you.

4 Who can instruct us

When we first discuss your case with you we will ask you to confirm from whom we may accept oral and/or written instructions. We will accept instructions from those individuals and we shall be entitled to assume that he/she/they have the proper authority to instruct us.

5 Providing us with Full Information

It is important that complete and accurate information is made available to us, so that we can deal efficiently with your affairs.

The amount of time spent on a matter, and hence how much we charge, may be influenced by the manner in which you respond to our requests for information. Timely provision of up to date information will help us to spend less time on your matter and will save you costs.

In litigation matters, it may be necessary for us to provide full disclosure of relevant documents even before proceedings are started. Failure to do this may result in you being penalised and having to pay costs to your opponent(s). Therefore, please make sure from the outset that you let us have copies of all documents that affect your particular matter and details of any relevant conversations or developments.

At other times in the conduct of litigation it may be that we need to take your instructions urgently, e.g. to take statements or to respond to requests from the other side for information. You might also be required to attend Court; sometimes with only limited notice. It is essential that you make yourself available to assist us or to provide us with information we seek, as a failure to do so might result in the award of costs against you, even if you are successful in your claim.

6 Calculating our Fees

We are willing to consider many different ways of charging fees. These include fixed fees, fees subject to a fee limit, percentage fees based on the value of the transaction, retainer fees or fees calculated by reference to hourly rates.

However, unless we have specified another fee structure, we will charge fees primarily by reference to the amount of time spent by us on your work, but we will also take into account all relevant factors (such as the complexity and value of the matter) in accordance with rules applicable to all solicitors.

Our hourly charge-out rates are available on request and are reviewed in January each year. We will notify you of any change in our charge-out rates whilst a matter is proceeding.

Any estimates we give are a guide to assist you in budgeting, but should not be seen as a definitive quotation unless this is specifically agreed in writing. Any special fee (such as a fixed or capped fee) agreed for a matter will not cover additional work not identified when the arrangement was agreed.

In some types of work we may be willing to agree a fee structure which depends on the outcome. We are not generally able to do this for litigation.

You may agree with us an upper limit for the fees and expenses that may be incurred by us without further authority in a particular case. This means that you must pay those incurred up to the agreed limit without our needing to refer to you further. Depending on the nature of the work, it may be necessary to review that upper limit with you as the case or transaction progresses.

7 Payments on account

There may be circumstances in which we will expect you to make payment to us on account of our fees and any expenses that are to be incurred in connection with our work. We will tell you in advance if this is the case.

Any money that you pay to us on account will be held in our client account and you will be entitled to interest on it to the extent that the interest would exceed £50. We will offset that money against our invoices, although our total fees and expenses may be greater than any advance payments.

We may also require you to pay for the services you receive on an interim basis as your instructions are carried out.

8 Expenses

Our fee estimates do not include any expenses or payments to third parties which we may have to incur on your behalf. These are known as "disbursements". Examples of disbursements are conveyancing searches, bank transfer fees, travel, photocopying expenses (other than routine copying), experts' (including costs draftsmen) and Counsels' fees. These will generally be billed at the same time as we invoice you for our fees, but we may choose to bill you earlier for these.

9 Value Added Tax

All quotations or estimates that we give may be subject to the addition of Value Added Tax. Most expenses that we pay on your behalf will also be subject to the addition of Value Added Tax. If our services are subject to Value Added Tax, you must indemnify us in full on demand for any interest, penalties or legal costs incurred as a result of any information you provide to us in relation to your Value Added Tax status not being correct.

10 Costs of Litigation

Liability for our Charges

Whatever the outcome of any case in which you may be involved, whether as Claimant or Defendant, you will be responsible for paying the invoices we render in respect of our charges.

Recovery from your Opponent

The Court has discretion as to the award of the "costs" of proceedings. The general rule is that the party which loses litigation will pay the winning party's costs. The Court must, however, take into account all the circumstances, including the conduct of all the parties, success on some or all of the issues, and any payments into court or any admissible offer. The conduct that may be taken into account includes compliance with pre-action protocols, the refusal to make full disclosure of documents or admissions, and any failure to negotiate or otherwise to comply with the overriding objectives of the Court (which now include saving expense and incurring expense proportionately to the issues involved).

The winning party's costs however are the costs which are agreed or allowed by the Court as between the parties. These may well be less than the winning party's solicitor is entitled to receive from their client. Thus, even if you are wholly successful, you may not be able to recover in full from your opponent the charges we may properly make to you.

If your opponent is legally aided you may not recover costs, even if you are successful. Even if your opponent is not legally aided, he may not be financially able to pay any costs awarded.

Payment of your Opponent's Costs

If you lose a case in Court or costs are awarded against you even where you win, you will normally be obliged to pay the agreed or assessed costs of your opponent in addition to meeting your liability to us for our charges for acting on your behalf.

11 Payments to Gordons

Our invoices are payable no later than 30 days from the invoice date unless we have agreed with you otherwise in writing. If an account is not paid within that period, we reserve the right to charge interest on your account for that matter.

Where an account is overdue we are entitled to retain documents and papers belonging to you until our account is settled. We also reserve the right to cease working for you.

If instructions for a piece of work are given by more than one person or company, we may recover our fees, disbursements and Value Added Tax from any one or more of them.

If arrangements are made for a third party to pay any of our fees or disbursements, or a court orders a third party to pay any part of our fees or disbursements, you remain liable to pay them to the extent that the third party does not pay them when due.

If you have a query regarding an invoice, please contact the partner responsible for your matter to discuss the invoice. If you are unable to resolve your query with that partner, please ask to be referred to the partner responsible for client care (who will be named in the client care letter sent to you at the outset) and if necessary request a copy of our Complaints Procedure.

If your query still cannot be resolved, you have the right to complain to the Legal Ombudsman and/or to object to the invoice received by applying to the court for an assessment of the invoice under Part III of the Solicitors' Act 1974.

If a transaction or other matter does not proceed to completion, our fees (together with disbursements and any Value Added Tax) will still be payable.

12 Email

We communicate with many clients using normal, non-encrypted email. This form of email is not secure and there is a risk to you if we communicate confidential information to you in this way. We cannot accept liability for any communication which is intercepted or otherwise falls into the hands of those other than the intended recipient.

We will assume that we have your consent to communicate with you by this method, unless you advise us otherwise.

Our firm accepts no responsibility or liability for malicious or fraudulent emails purportedly coming from this firm. It is your responsibility to ensure that any emails coming from us are genuine before relying on anything contained within them. In particular, if we send you our bank details by email you should telephone the solicitor dealing with your work to confirm the details before sending funds.

13 Legal Aid

It is the policy of this firm not to carry out legally aided work.

14 Insurance Mediation

We are not authorised by the Financial Conduct Authority. However, we are included on the register maintained by the Financial Conduct Authority so that we can carry on insurance mediation activity. This is broadly the advising on, selling and administration of insurance contracts as an incidental part of providing legal advice to you.

This part of our business, including arrangements for complaints or redress if something goes wrong, is regulated by the Solicitors Regulation Authority. The register can be accessed via the Financial Conduct Authority website at www.fsa.gov.uk/register.

The Law Society of England and Wales is a designated professional body for the purposes of the Financial Services and Markets Act 2000. The Solicitors Regulation Authority is the independent regulatory arm of the Law Society. The Legal Ombudsman deals with complaints against lawyers. If you are unhappy with any insurance advice you receive from us, you should raise your concerns with either of those bodies.

15 Document Storage

It is our policy to store files and papers relating to your matter for a minimum of six years from the date the matter was completed. This does not apply to any papers that you ask to be returned to you. After seven years, we may dispose of them in accordance with the procedures recommended by the Law Society.

This policy does not apply to the storage of title documents, title deeds and other valuable documents which you specifically ask us to keep in safe custody.

If we retrieve papers or documents from storage in relation to continuing or new instructions to act in connection with your affairs, we will normally charge you for the cost to us of that retrieval. We may also make a charge based on time spent producing stored papers or documents to you or another at your request.

16 Termination

You may, except in relation to distance selling (see Consumer Protection (Distance Selling) Regulations 2000 below), terminate our engagement at any time on reasonable notice. To do so you should notify us and confirm the position in writing.

We reserve the right to terminate our engagement by you on notice to you which we will confirm in writing. However, we will only decide to stop acting for you with good reason, for example, if you do not pay a bill or comply with our request for a payment on account or you fail to give us the co-operation which we are reasonably entitled to expect. We must give you reasonable notice that we will stop acting for you.

All fees, disbursements and Value Added Tax up to the date of termination will be charged and become due.

If we are on record at a Court as acting for you in any proceedings the consent of the Court may be required before we can be removed. To that extent, your right to terminate our engagement may be restricted.

17 Confidentiality and Conflicts

We owe you a duty of confidentiality in respect of all information and documentation provided to us and we will take all reasonable steps to preserve this confidentiality both during an engagement and following completion.

Our duty of confidentiality to you is subject to certain exceptions, such as the requirement that we disclose certain information to the National Crime Agency.

Conflicts between your interests and those of another client may arise. If there is a conflict of interest, we might have to cease acting for you. Conflicts may arise (amongst other reasons) because we have discovered information while acting for another client which we would normally be bound to disclose to you and potential disclosure to you conflicts with our duty to that other client.

If that happens we have the right to withhold that information and terminate our engagement. We may also cease to act in a particular matter for the other client involved. All fees, disbursements and Value Added Tax up to the date of termination will be charged and become due.

18 LLP Status

Gordons is a limited liability partnership ("LLP"). Legally, you receive advice from the LLP, not any member or employee of the LLP. That said, because it is hard to shake the habits of a professional lifetime, we refer to members of the LLP as "partners".

By engaging us, you agree that any liability arising out of or related to our engagement, or otherwise arising out of or related to the services to be provided to you, shall be a liability of the LLP and not of a partner, consultant or employee of the LLP. Accordingly, you agree that you will not bring any claim against a partner, consultant or employee of the LLP personally.

All correspondence and other communications sent to you in the performance of our services, whether signed by a partner, consultant or an employee, shall for all purposes be assumed to have been sent on behalf of the LLP. All references in this letter to "I", "we", "us" or "our" are references to the LLP and not to any individual partner, consultant or employee of the LLP.

19 Limitation of Liability

Our aggregate liability (in respect of breach of contract, breach of duty or negligence or otherwise) to you shall not exceed £3,000,000 in any event.

Our liability is also limited to that proportion of the loss or damage (including interest and costs) suffered by you, which is ascribed to us by a court of competent jurisdiction allocating proportionate responsibility to us having regard to the contribution to the loss and damage in question of any other person responsible and/or liable to you for such loss and damage (loss and damage having the same meaning as in the Civil Liability (Contribution) Act 1978).

For the purpose of assessing the contribution to the loss and damage in question of any other person pursuant to the preceding paragraph, no account shall be taken of any limit imposed on the amount of liability of such person by any agreement made before the loss and damage in question occurred.

This provision shall have no application to any liability for death or personal injury or any other liability which cannot lawfully be excluded or limited.

We will have no liability for any loss or damage suffered by you as a result of our inability to comply with your instructions to transfer monies because of bank insolvency or other inability of a bank to pay.

20 Services of Third Parties

When we are asked to recommend the services of a third party (such as a surveyor, trade mark agent, accountant or foreign lawyer) we always do so in good faith. However, no warranty is given in respect of the standing, ability or the quality of the services of a third party. We do not accept liability for that third party's services and you will have a contract with that third party, but not with us in respect of that third party's goods or services. You will be responsible for the fees and expenses of that third party.

21 Disclosure

Our advice is provided to you and may not, without our prior written consent, be disclosed to any other party. You will not refer to us or our advice in any public document or communication without our prior written consent.

22 Data Protection Act 2018

Under the terms of the General Data Protection Regulation, you are entitled to certain information concerning how we collect, use and retain your personal data. You will find this information in our Privacy Policy, attached as Appendix 1 to these terms.

23 Consumer Protection (Distance Selling) Regulations 2000

Where these Regulations apply to the work we undertake for you, by instructing us to carry out that work, you agree that we should commence that work on your behalf. You acknowledge that on our commencing that work you will be incurring fees attributable to that work. Because we will have commenced work at your request, you may not cancel your contract with us in relation to that work after it has begun and our fees for that work will be payable by you. Although we may try to complete a particular piece of work by a particular time, there is no maximum time limit for performance of our services.

24 Audit Enquiries

Should we receive requests, either directly from you, or from your accountants and/or auditors, for confirmation as to whether we are instructed on your behalf, our response will usually be addressed directly to you for onward transmission.

Such requests may require us to confirm whether any matters are of a litigious nature, whether any deeds or documents are retained by us on your behalf and also whether there are any outstanding bills owed by you to us or any work in progress at any given point in time.

We reserve the right to charge on a time basis for work undertaken in responding to such requests.

25 Tax Advice

Unless specifically agreed with you in writing in our retainer letter our advice to you will not extend to advice on the tax implications of the work which we are doing for you.

26 Small Accounting Balances

If at the end of the transaction there is less than £1 left on your ledger, we will move this to our charity ledger. Sometimes there are discrepancies with VAT calculations and a matter of pennies can be left.

27 English Law

All of our advice is given on the basis of the laws of England and Wales. To the extent we advise on documents governed by the laws of other jurisdictions, we will not be advising on any specific implications of the laws of those jurisdictions.

28 Problems

We are confident of providing a high quality legal service, but, even in the best-run businesses, problems occur from time to time. We believe that the effect of problems can be minimised if those involved communicate at an early stage. The first step if you believe there is a problem is to tell us, as we may be unaware of it. The next step is to discuss it, as a quick and economical solution can often be found if a problem is dealt with early enough.

If a problem exists, please notify the fee earner responsible for your matter. If the fee earner is unable to resolve the problem to your satisfaction, ask for a copy of our Complaints Procedure and ask to be referred to the partner responsible for client care as soon as possible so that the problem can be discussed and he or she can investigate.

If for any reason we are unable to resolve the problem between us, then the Legal Ombudsman provides complaints and redress mechanisms. The Legal Ombudsman can be contacted by telephone on 0300 555 0333 or by email to enquiries@legalombudsman.org.uk. Normally, you will need to bring a complaint to the Legal Ombudsman within six months of receiving a final written response from us about your complaint.

29 Agreement to Terms

Unless you confirm to us in writing that you are not prepared to accept these terms of business, you will be deemed to have accepted these terms and any variation of them.

30 General

These terms are governed by English law and any disputes arising in connection with these terms are subject to the exclusive jurisdiction of the English courts.

Our agreement with you is personal as between you and us and is not intended to confer any rights of enforcement on any third parties. The Contracts (Rights of Third Parties) Act 1999 shall not apply to our agreement with you.

31 Amendment to Terms

We may vary these terms from time to time. The latest version is posted on our website.

APPENDIX 1

GORDONS PARTNERSHIP LLP (“GORDONS”)

PRIVACY NOTICE

Introduction

Welcome to Gordons’ privacy notice.

Gordons respects your privacy and is committed to protecting your personal data. This privacy notice will inform you as to how we look after your personal data and tell you about your privacy rights and how the law protects you.

Important information and who we are

Purpose of this privacy notice

This privacy notice aims to give you information on how Gordons collects and processes your personal data.

It is important that you read this privacy notice together with any other documentation on specific occasions when we are collecting or processing personal data about you so that you are fully aware of how and why we are using your data.

Controller

Gordons is the controller and responsible for your personal data (collectively referred to as "Gordons", "we", "us" or "our" in this privacy notice).

We have appointed a Data Privacy Manager who is responsible for overseeing questions in relation to this privacy notice. If you have any questions about this privacy notice, including any requests to exercise *your legal rights*, please contact the Data Privacy Manager using the details set out below.

Contact details

Full name of legal entity: GORDONS PARTNERSHIP LLP

Postal address: 22 Great James Street, London WC1N 3ES

Telephone number: 020 7421 9421

Data Privacy Manager: Victoria Cochrane

Email address: victoria@gordonsols.co.uk

You have the right to make a complaint at any time to the Information Commissioner's Office (ICO), the UK supervisory authority for data protection issues (www.ico.org.uk). We would, however, appreciate the chance to deal with your concerns before you approach the ICO so please contact us in the first instance.

Changes to the privacy notice and 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 relationship with us.

Our website may include links to third-party websites, plug-ins and applications. Clicking on those links or enabling those connections may allow third parties to collect or share data about you. We do not control these third-party websites and are not responsible for their privacy statements. When you leave our website, we encourage you to read the privacy notice of every website you visit.

The data we collect

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).

We may collect, use, store and transfer different kinds of personal data about you which we have grouped together as follows:

Identity Data includes first name, maiden name, last name, username or similar identifier, marital status, title, date of birth, national insurance number and gender.

Contact Data includes home address, billing address, email address and telephone numbers.

Financial Data includes bank account and payment card details.

Transaction Data includes details about payments to and from you and other details of the legal services provided to you.

Business Activities this includes details of your shareholdings, business interests and dealings.

We may also collect any **Special Categories of Personal Data** about you that is related to the matter that we are dealing with on your or someone else's behalf.

Special Categories includes details about your race or ethnicity, religious or philosophical beliefs, sex life, sexual orientation, political opinions, trade union membership, information about your health and genetic and biometric data.

Gordons does not provide online services and our website is not intended for children. Where we act on behalf of children we will seek appropriate parental consent to process their data.

We do not practise criminal law and would not normally envisage collecting any information about criminal convictions and offences but we may do so if it is relevant to the case or matter.

If you fail to provide personal data

Where we need to collect personal data by law, or under the terms of a contract we have with you and you fail to provide that data when requested, we may not be able to perform the contract we have or are trying to enter into with you. In this case, we may have to withdraw from or cease acting for you but we will notify you if this is the case at the time.

3. How is your personal data collected?

We use different methods to collect data from and about you including through:

Direct interactions. You may give us your data by corresponding with us by post, phone, email or otherwise.

Automated technologies or interactions. As you interact with our website, we may automatically collect Technical Data about your equipment, browsing actions and patterns. We collect this personal data by using cookies and other similar technologies. Please see our cookie policy for further details.

Third parties or publicly available sources. We may receive personal data about you from various third parties and public sources including Companies House, H M Land Registry etc.

Information collected or received in connection with a matter we are working on. We will often receive personal data in connection with the work we are doing – for instance, when conducting litigation; corporate transactions; or advising in relation to employment, family or other matters, we might receive personal data from our clients, from other solicitors, or from other third parties including professional advisers and litigants in person.

How we use your personal data

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

Where we need to perform the contract we are about to enter into or have entered into with you.

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.

Where we need to comply with a legal or regulatory obligation.

Where we have parental consent to act for a child.

Purposes for which we will use your personal data

We have set out below, in a table format, a description of all the ways we plan to use your personal data, and which of the legal bases we rely on to do so. We have also identified what our legitimate interests are where appropriate.

Note that we may process your personal data for more than one lawful ground depending on the specific purpose for which we are using your data. Please [contact us](#) if you need details about the specific legal ground we are relying on to process your personal data where more than one ground has been set out in the table on the following page.

Purpose/Activity	Type of Data	Lawful Basis for Processing (including basis of legitimate interest)
To register you as a new customer	(a) Identity (b) Contact	Performance of a contract with you Consent (when acting on behalf of a child)
To provide legal services	(a) Identity (b) Contact (c) Financial (d) Transaction (e) Other personal data that is relevant to our client's case/claim/matter.	(a) Performance of a contract with you (b) Necessary for our legitimate interests or those of our client (to provide legal advice in connection with the matter we are advising on) (c) Necessary for the establishment, exercise or defence of legal claims. (d) Consent (when acting on behalf of a child)
To manage our relationship with you which will include: (a) Manage payments, fees and charges (b) Collect and recover money owed to us (c) Communicate to you any changes to our terms and conditions or business policies	(a) Identity (b) Contact (c) Financial (d) Transaction	(a) Performance of a contract with you (b) Necessary to comply with a legal obligation (c) Necessary for our legitimate interests (to keep our records updated and to recover debts due to us) (d) Consent (when acting on behalf of a child)
To promote our services	(a) Identity (b) Contact	(a) Necessary for our legitimate interests (to develop our business)

Maintaining accounts and records	(a) Identity (b) Contact (c) Financial	(a) Performance of a contract with you (b) Necessary to comply with a legal obligation (c) Necessary for our legitimate interests (to keep our records updated) (c) Necessary for the establishment, exercise or defence of legal claims. (d) Consent (when acting on behalf of a child)
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“LAWFUL BASIS”

The various “lawful bases” of processing referred to in the table above are defined as follows:

Comply with a legal or regulatory obligation means processing your personal data where it is necessary for compliance with a legal or regulatory obligation to which Gordons is subject.

Consent: means the freely given, specific, informed and unambiguous indication of a data subject that he or she consents to the processing of his or her data and this indication and made by a statement or by a clear positive action of the data subject.

Legitimate Interest means the interest of our business in conducting and managing our business to enable us to give our clients the best service and the best and most secure experience. We make sure we consider and balance any potential impact on you (both positive and negative) and your rights before we process your personal data for our legitimate interests. We do not use your personal data for activities where our interests are overridden by the impact on you (unless we have your consent or are otherwise required or permitted to by law). You can obtain further information about how we assess our legitimate interests against any potential impact on you in respect of specific activities by [contacting us](#)

Performance of Contract means processing your data where it is necessary for the performance of a contract to which you are a party or to take steps at your request before entering into such a contract.

Cookies

You can set your browser to refuse all or some browser cookies, or to alert you when websites set or access cookies. If you disable or refuse cookies, please note that some parts of our website may become inaccessible or not function properly. For more information about the cookies we use, please see our Cookie Policy.

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 you wish to get an explanation as to how the processing for the new purpose is compatible with the original purpose, please [contact us](#).

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.

Disclosures of your personal data

We may have to share your personal data with the parties set out below for the purposes set out in the table in paragraph 4 above.

Barristers, Solicitors and other lawyers;

Courts and Tribunals;

Professional advisers including lawyers, bankers, accountants, auditors and insurers.

Service providers acting as processors who provide IT, cloud and physical storage facilities and property search providers.

HM Land Registry, HM Revenue & Customs, regulators and other authorities based in the United Kingdom who require reporting of processing activities in certain circumstances.

Medical and other experts as may be pertinent to you case/matter;

Healthcare professionals, social and welfare organisations;

Third parties to whom we may choose to sell, transfer, or merge parts of our business or our assets. Alternatively, we may seek to acquire other businesses or merge with them. If a change happens to our business, then

the new owners may use your personal data in the same way as set out in this privacy notice.

We require all third parties to respect the security of your personal data and to treat it in accordance with the law. We do not allow our third-party service providers to use your personal data for their own purposes and only permit them to process your personal data for specified purposes and in accordance with our instructions.

International transfers

Whenever we transfer your personal data out of the EEA, we ensure a similar degree of protection is afforded to it by ensuring at least one of the following safeguards is implemented:

We will only transfer your personal data to countries that have been deemed to provide an adequate level of protection for personal data by the European Commission.

Where we use certain service providers, we may use specific contracts approved by the European Commission which give personal data the same protection it has in Europe.

Where we use providers based in the US, we may transfer data to them if they are part of the Privacy Shield which requires them to provide similar protection to personal data shared between the Europe and the US.

Please [contact us](#) if you want further information on the specific mechanism used by us when transferring your personal data out of the EEA.

Data security

We have put in place appropriate security measures to prevent your personal data 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 business need to know. They will only process your personal data on our instructions and they are subject to a duty of confidentiality.

We have put in place procedures to deal with any personal data breach and will notify you and any applicable regulator of a 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.

By law we must keep basic information about our clients (including Contact, Identity, Financial and Transaction Data) for six years after they cease being clients.

In some circumstances you can ask us to delete your data: see “*Request erasure*” in *clause 8* below for further information.

In some circumstances we may anonymise your personal data (so that it can no longer be associated with you) for research or statistical purposes in which case we may use this information indefinitely without further notice to you.

Your legal rights

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 data we hold about you corrected, though we may need to verify the accuracy of the new data you provide to us.

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 successfully exercised your right to object to processing (see below), where we may have processed your information unlawfully or where we are required to erase your personal data to comply with local law. Note, however, that we may not always be able to comply with your request of erasure for specific legal reasons which will be notified to you, if applicable, at the time of your request.

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 as you feel it impacts on your fundamental rights and freedoms. You also have the right to object where we are processing your personal data for direct marketing purposes. In some cases, we may demonstrate that we have compelling

legitimate grounds to process your information which override your rights and freedoms.

Request Restriction of Processing of your personal data. This enables you to ask us to suspend the processing of your personal data in the following scenarios: (a) if you want us to establish the data's accuracy; (b) where our use of the data is unlawful but you do not want us to erase it; (c) where you need us to hold the data even if we no longer require it as you need it to establish, exercise or defend legal claims; or (d) you have objected to our use of your data but we need to verify whether we have overriding legitimate grounds to use it.

Request the transfer of your personal data to you or to a third party. We will provide to you, or a third party you have chosen, your personal data in a structured, commonly used, machine-readable format. Note that this right only applies to automated information which you initially provided consent for us to use or where we used the information to perform a contract with you.

Withdraw Consent at any time where we are relying on consent to process your personal data. However, this will not affect the lawfulness of any processing carried out before you withdraw your consent. If you withdraw your consent, we may not be able to provide services to you. We will advise you if this is the case at the time you withdraw your consent.

If you wish to exercise any of the rights set out above, please [contact us](#).

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 is clearly unfounded, repetitive or excessive. Alternatively, we may refuse to comply with your request in these 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 your personal data (or to exercise any of your other rights). This is a security measure to ensure that personal data is not disclosed to any person who has no right to receive it. We may also contact you to ask you for further information in relation to your request to speed up our response.

Time limit to respond

We try to respond to all legitimate requests within one month. Occasionally it may take us longer than a month if your request is particularly complex or you have

made a number of requests. In this case, we will notify you and keep you updated.

This version was last updated on 7 January 2019. Historic versions can be obtained by contacting us.