

# TERMS AND CONDITIONS

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## Termination of the Retainer

You may terminate your instructions to us in writing at any time, but we hereby put you on notice that we will be entitled to keep all of your papers and documents, until our Firm's charges and expenses incurred are received in full - in relation to PPI claims, charges only apply as 20%+VAT of the value of a successful claim only. In certain circumstances we may decide to stop acting for you, but this would only be done with good reason. The following is a non-exhaustive list of such reasons:

- If you do not pay a bill;
- If you fail to comply with a request for payment of money on account;
- If you fail to give us clear or proper instructions;
- If we cannot continue to act without being in breach of rules of professional conduct; or
- If there has been an irretrievable breakdown in trust and confidence.

## Fees

Any bill/invoice should be settled immediately unless otherwise agreed in writing, thereafter interest may be charged on the total sum owed at a rate of 8% per annum. In addition to this, it is agreed that we will be entitled to recover our charges, in connection with securing the payment of any such outstanding amounts.

## Transmission of Money

We reserve the right to transfer settlement monies received directly from a lender towards the payment of our invoice/bills and any disbursements when these are submitted.

## Basis of Representation

This letter acknowledges that you have engaged us to act on your behalf as your solicitors in respect of the above matter and that we have agreed to act for you in this regard only to the extent of the terms of this Retainer.

You have agreed to assist us in obtaining all the facts necessary for this Firm to represent you in this case. We do not have any obligation to represent or secure representation for you in any subsequent state of this matter and/or in any other legal matter, which you may have. In accepting your instructions, we would ask that you be aware that you have the following responsibilities as a client:

- To inform us of any change in your address or telephone number and circumstances relevant to the case or your income or assets;
- To pay the required fee for our charges and obtaining necessary documents; and
- To avoid communication with opposing parties or their representatives without prior consultation with ourselves.

Kindly note that our Firm is only obliged to represent you subject to the scope of the representation agreed to above. We may cease acting for you upon reasonable notice (subject to the court's approval, if required) where you have prevented us from properly conducting your matter, for example, by failing to give proper instructions to the Firm or if a substantial dispute arises between us, concerning the conduct of your case.

## Disclosure

We may be obliged to make certain disclosure of your personal information in order to comply with our legal and regulatory obligations. Further information in relation to this is contained in the enclosed Privacy Notice.

## Interest

In accordance with the SRA Accounts Rules 2011 we are required to account to you for interest on money held by us in our client account when it is fair and reasonable to do so. If you require more information in relation to how we deal with interest payments, we will be happy to provide you with a copy of our interest policy on request.

## At the End of Your Matter

We will write to you at the end of your matter to inform you that we are now proceeding to close your file and on request, we will send you any original papers and other relevant documentation for your safe-keeping. Further information in relation to the storage and erasure of your personal information will be sent to you at the end of your matter and is also included in our Privacy Notice.

If you require copies of your file whilst it is stored, then we can provide you with a copy subject to the payment of our reasonable fees for delivery, locating any specific documents and making any copies for you.

# PRIVACY NOTICE – USING YOUR PERSONAL INFORMATION

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## Intended purposes for processing

In order to provide you with legal services and for the administration of our files and records we will be processing (using and storing) your personal data, which includes information that identifies you, such as your name, address, job title and contact information. In some cases, we may also process special categories of personal data, such as your health records and/or criminal conviction and offence records.

## Lawful bases for processing

We may be required to process your personal data in order to comply with our obligations under legislation such as the Proceeds of Crime Act 2002, the Money Laundering Regulations 2017, the Criminal Finances Act 2017, the Foreign Account Tax Compliance Act 2010 (for clients with US 'person' status) and under common law. We may, on occasion, be required to share your personal data with the relevant authorities. This processing of your personal data is to comply with the law, and we would be unable to act for you without doing so.

In addition, we may process your personal data on the basis that we have a contract with you. Alternatively, in some instances we may have a legitimate interest in processing your personal data.

Whenever we are processing special categories of personal data, and/or criminal conviction and offence records, we will only use that data to deliver the services you have instructed us to provide.

All your personal data will be processed, and erased, in accordance with our Data Retention and Erasure Policy, a copy of which is available upon request from our Data Protection Officer.

## Recipients of your personal data

In addition to our firm we may, when required and necessary, share your personal data with other organisations. Depending on the work we are undertaking for you the other organisations may include:

- Our firm's 'data processors' who are contractors from whom we obtain operational services including IT, message-taking, typing and secretarial support, costs draftsmen, secure document storage and shredding, printing companies and data entry companies.
- Other 'data controllers' that provide professional or commercial services, such as Counsel, other solicitors, accountants.
- Experts that you and we agree are necessary to assist us to progress your matter.
- Providers of insurance, financial and banking services to you and/or to our firm.
- HMRC, HM Courts & Tribunals Service, HM Land Registry, Councils and other national and local government bodies.
- The Solicitors Regulation Authority, the Information Commissioner's Office (ICO) and organisations involved with the preparation, assessment and certification of quality standards for which our firm is seeking or maintaining accreditation.

All of the above are located in the UK.

## Your rights in relation to your personal data

You have the right of access to your personal data and to verify the lawfulness of the processing. If you would like a copy of your personal data that we are processing please contact our Data Protection Officer, whose name and address are above. Kindly note, we will need to verify your identity before responding to your request. Normally we make no charge for doing this and will endeavour to send it to you within 1 month of receipt of your request. If you notice that any of the information we send you is inaccurate or incomplete, please tell us and we will rectify it promptly.

If you are dissatisfied with our response you may complain to a supervisory authority which, in the UK, is the ICO, Wycliffe House, Water Lane, Wilmslow, Cheshire SK9 5AF. The ICO's website is at <https://ico.org.uk/> There may also be judicial remedies available to you.

## Erasure of personal data

We will not erase or restrict the processing of your personal data during the period in which we have a legal obligation to retain that data under the applicable Act, Regulations or in common law.

Where we obtained your personal data to fulfil our contractual obligations to you, or if we have a legitimate interest for processing your personal data for the exercise or defence of legal claims, we will erase that data as soon as it is no longer necessary to retain it in relation to the purpose for which it was originally collected. Please see our Data Retention and Erasure Policy for timescales.

If you consented to our using your personal data for marketing purposes we will erase the data used for that purpose if and when you inform us that you wish to withdraw your consent.

## Security

We are committed to ensuring that all information we hold about you is secure. In order to prevent unauthorised access or disclosure we have implemented appropriate physical, electronic and managerial procedures to safeguard and protect that information.

Other data controller recipients of your personal data are each responsible for implementing appropriate physical, electronic and managerial procedures to safeguard and protect that information, and to keep it secure.

Data processor recipients of your personal data have provided sufficient guarantees that they have implemented measures to ensure compliance with the GDPR and to protect your rights.

## Transferring your personal data

We will not transfer your personal data overseas.

## Personal data concerning a third party

You should only give us personal data about someone else with their permission. Where you provide us with personal data about someone else, or someone discloses to us personal data about you, it may be added to the personal data we already hold and may be used in the ways described in this Privacy Notice.