

1. INTRODUCTION

AmicusLaw (South West) LLP (also referred to as 'the Firm', 'we' or 'us') is a limited liability partnership (number OC399264) authorised and regulated by the Solicitors Regulation Authority and registered in England and Wales under SRA number 628528. The registered office is Regional Rural Business Centre, Market Way, Bridgwater, Somerset, TA6 6DF. We are registered with the Information Commissioners Office (ICO) under number Z2138086. AmicusLaw and AmicusLaw Commercial are trading names of AmicusLaw LLP.

These Terms of Business should be read in conjunction with the Client Care Engagement Documentation you have received. Your ongoing instruction will be deemed acceptance of the Terms of Business as set out herein and shall apply, also, in relation to future instructions provided by you. For the avoidance of doubt any proposed variation of these terms must be agreed in writing by a partner of the Firm before taking effect.

2. OFFICE LOCATIONS AND OPENING HOURS

We have offices located in Bridgwater, Exeter, Ilminster, Martock, Minehead, Taunton, Wellington and Yeovil. Our normal office hours are 9am to 5pm Monday to Friday. We may be able to arrange appointments outside these hours if necessary. We do not open on bank holidays.

3. OUR RESPONSIBILITIES TO YOU AND OUR SERVICE LEVELS

We will:

- Treat you fairly, with respect and keep your matters confidential
- Communicate with you in plain English
- Review your matter regularly, keep you informed of progress and advise you of potential delays
- Advise you of any legal changes that may affect your matter
- Advise you of any reasonably foreseeable circumstances and the possible risks that could affect the outcome of your matter including the level of financial risk
- Respond to all correspondence from you promptly and to return telephone calls the same day where possible
- Update you with progress on your matter regularly or as agreed with the person in charge
- Explain to you the legal work required at the outset and as your matter progresses.
- Inform you of the likely timescales for each stage of your matter and any important changes
- Provide you with a cost estimate at the outset (to include a reasonable estimate of other expenses, including disbursements and counsels' fees if applicable) and update you on these at appropriate intervals.

- Monitor and review whether there are alternative methods by which your matter can be funded

4. YOUR RESPONSIBILITIES TO US

You will:

- Provide us with clear, honest and full instructions when asked
- Provide all documentation and information that we reasonably request in a timely manner
- Make payments on account and pay invoices promptly

5. DUTIES TO THE COURT

All solicitors have a professional duty to uphold the rule of law and the proper administration of justice. If your matter involves court proceedings we must comply with our duties to the court, even where this conflicts with our obligations to you. This means that we must not:

- Attempt to deceive or knowingly or recklessly mislead the court
- Be complicit in another person deceiving or misleading the court
- Place ourselves in contempt of court
- Make or offer payments to witnesses who depend on their evidence or the outcome of the case

We must also comply with court orders that put obligations on us and ensure that evidence relating to sensitive issues is not misused

6. COMMUNICATION

We will communicate with you by such method you request, usually by letter, telephone or email. Should you wish to meet in person after your initial meeting please telephone to make an appointment.

Whilst email is a convenient way of communicating it cannot be guaranteed to be secure. We have sophisticated virus detection systems but cannot guarantee complete protection. You should therefore scan any attachment received from us with up-to-date virus detection software of your own. We will not be responsible for any loss or damage caused to a client's computer, other hardware or software, resulting from an email sent by us.

Communication by letter, email and mobile phone also runs the risk of interception which could lead to a breach of confidentiality. We will always do our utmost to protect your confidentiality.

7. CANCELLATION RIGHTS (Individuals Only)

If we have not met you face to face and you have instructed us away from one of our offices (i.e. by post, telephone or email) you have the right to cancel the contract within 14 days by giving notice in writing in accordance with the Consumer Contract Regulations 2013. However, if you have instructed us to take any action on your behalf you will be liable for any costs incurred to that date.

8. CHARGES, ESTIMATES AND EXPENSES

Our charges are based on the following:

- The work undertaken;
- The time spent;
- The value of the property or assets;
- The urgency and/or complexity of the matter.

The current hourly rates for our Fee Earners vary according to their level of seniority and experience. We will confirm by letter the hourly rate and the method by which our costs will be calculated for your matter. We hope it will not be necessary to change the person responsible for your matter for any reason but if it is, we may need to revise the hourly rate and you will be advised accordingly.

If we have not agreed a fixed fee with you at the outset we will provide an estimate. If it is not possible to advise you of the overall cost at the outset, we will provide you with as much information as possible together with updates as the work progresses. You may ask, at any time, for details of the costs and other expenses incurred to date, and an estimate of the further costs to be incurred. We will agree with you, at the outset of the matter, how often we will send you an invoice for the work undertaken. We can also agree with you a ceiling figure and/or review dates if you so wish.

We may ask you to pay a sum of money at the outset of the matter on account of our costs and/or the expenses, disbursements or counsels fees to be incurred. If we do not ask you to place us in funds to cover payments made on your behalf at the outset of the matter, we may ask you to reimburse us as the expense is incurred.

If we transfer funds electronically via Chaps/Bacs or Faster Payments there will be a disbursement charge of £35 plus VAT added to your account.

If any payment (whether for costs or expenses, disbursements or counsels' fees) is not received following a reasonable request made we are entitled to terminate our instructions to act on your behalf until such time as payment has been made.

9. PUBLIC FUNDING

If you consider that you may be entitled to legal aid to cover the costs of being advised or represented, you should let us know at the first interview and we will consider whether an application is possible. If we are working for you under public funding you will be separately advised as to the detailed assessment procedure and you will also be advised of the effect of the statutory charge.

10. VAT

Where applicable, VAT will be added to the amount of our charges. Our VAT number is 826 5426 21.

11. PAYMENT OF INTEREST

Any money received on your behalf will be held in our client account.

Where we consider it fair and reasonable to do so, we will pay you a sum in lieu of interest on money held in our client account. The rate of interest may change from time to time but is unlikely to be as high as interest obtainable had you held and invested the money yourself. To cover our administration costs no payment in lieu of interest will be made to you if the amount of interest received by us is £50 or less (except in some circumstances where, for example, substantial sums of money are held for lengthy periods of time).

12. AVOIDING CYBER CRIME - RECEIVING AND PAYING FUNDS

Please be aware that we do not notify changes to important business information by email and neither will we accept any bank account details received via email. We will notify any significant changes by post or in person. We advise you not to rely on any bank account details sent to you by email and to check any changes notified by telephoning our accounts department. We will not accept responsibility for monies transferred by you to an incorrect account.

13. IDENTITY, ANTI-MONEY LAUNDERING AND TERRORIST FINANCING

We are required by law to comply with the anti-money laundering regulations and we will need to verify your identity. When you first instruct AmicusLaw you will be asked to present documentary evidence of your identity and you will also be asked to sign a Authority to Act which requests your address, date of birth and National Insurance number. If you are instructing us on behalf of a corporate body, trust or institution, we will also carry out additional checks to establish the identity of the directors and/or other officers, and such further checks as may be considered necessary.

We will undertake online verification checks on all individuals and companies that the firm represents (together with such other related parties to whom the firm is required to pay monies unless they are represented by another recognised professional body subject to the Money Laundering Regulations) at a cost of £13.50 + VAT per individual or company search. The costs of undertaking these checks are payable by you. **This is not a credit check** and will only leave a 'soft-footprint' on an individual or company's credit file with a Credit Reference Agency and will not affect your credit score.

We are required to repeat all client e-verification every 12 months or upon receipt of each new instruction, which will incur an additional administration charge.

All funds paid to us must come from an account in your name, other than those received from regulated bodies. If any sums are paid directly to us from a third party they will not be released until such time that we have satisfactorily concluded formal anti-money laundering checks. In such circumstances we cannot be held responsible for any delays in your matter.

We will also require evidence of the source of funds in certain circumstances.

We do not accept amounts in excess of £500 for any one matter. If cash is deposited directly into our bank we reserve the right to charge for any additional checks necessary to establish the source of the funds.

Although we are professionally and legally obliged to keep client affairs confidential, anti-money laundering legislation can require us, in certain circumstances, to disclose information to the National Crime Agency under the Proceeds of Crime Act without any reference to you. If we know or suspect that funds arise from criminal activity and/or a transaction involves money laundering, terrorist financing, drug dealing, benefit fraud and tax evasion we have a duty to make a disclosure and prevented by law from informing you of the position. We will be required to stop working on your matter after the report is made.

At the end of your matter any monies due to you will be paid by cheque payable to you, or directly to your bank. We will not make payments to a third party.

Any identification documents received from you as part of our anti-money laundering process will be retained and stored in accordance with the firm's data retention policy, details of which can be supplied on request. This exceeds the period of 5 years specified in Regulation 40(3) of the Money Laundering, Terrorist Financing and Transfer of Funds (Information on the Payer) Regulations 2017. If you have any objection to this please confirm in writing to the person with conduct of your matter.

14. CONFIDENTIALITY AND DATA PROTECTION

Amicus Law is registered as a data controller with the Information Commissioner's Office, which is the regulator for data protection, and we have nominated our Head of Professional Standards as the firm's representative for the purpose of the Data Protection Act 2018 and the General Data Protection Regulations 2018. Our use of your information is subject to this and other relevant legislation and our duty of confidentiality.

We will keep all information relating to you confidential and in accordance with statutory obligations under the current data protection legislation and regulations and will only disclose information to third parties with your written agreement or if required to do so by law, our insurers, professional rules or where it is necessary for the conduct of your case (e.g. to instruct Counsel or a mortgage provider). We are also required by law in certain child protection cases to report any concerns we have to the authorities.

Where we are instructed to act on behalf of the mortgage company as well as on your behalf we have a duty to report to the mortgage company any specific requirements that they may have together with matters which come to our attention during the course of the transaction where it may affect the mortgage company's valuation or decision to lend. By signing and returning the Authority to Act you confirm that we may report any such details to the mortgage company.

We may outsource certain administrative functions from time to time such as photocopying or typing, to ensure that it is carried out promptly and in the most cost-efficient manner. We will always seek a confidentiality agreement with these outsourced providers. If we deem it necessary to outsource any work in relation to your particular matter we shall ask for your written permission to do so.

External firms or organisations such as the Law Society or the SRA may conduct audit or quality checks on our firm.

It is a specific requirement that these external firms or organisations maintain confidentiality in relation to any files and papers which are reviewed. Your files may also be considered in a due diligence exercise relating to the sale or transfer of all or part of our business, the acquisition of another business by us or the acquisition of new business.

If you do not wish your file to be disclosed to external auditors please confirm this in writing to the person with conduct of your matter.

It is your responsibility to notify us of any changes to the personal data which we hold about you.

Further information concerning data protection is contained in the attached Privacy Notice and the Privacy Policy which can be found on our website at www.amicuslaw.co.uk/privacy.

15. CONFLICTS OF INTEREST

A conflict of interest may occur during a transaction where it becomes apparent that either we have an interest that conflicts with yours or you have an interest which conflicts with another client. Whilst we take all reasonable precautions to ensure that there is no conflict at the outset of your matter, on occasion, it may not be apparent at that time. We are not permitted to act or continue to act in a conflict situation, and you will be advised accordingly.

16. EQUALITY AND DIVERSITY

AmicusLaw is committed to providing legal services to all clients regardless of age, disability, gender, marriage and civil partnership, pregnancy and maternity, race (including ethnic origin, colour, nationality and national origin) religion or belief (including philosophical belief), sex or sexual orientation. Similarly, when instructing Counsel or others who provide services for clients, Amicus Law will not discriminate on any of the grounds referred to above. If we have reason to believe that your instructions are contrary to this we shall require you to modify them and cease to act should you fail to do so.

If you would like any reasonable adjustments to be made to the service you receive from AmicusLaw to assist you (such as providing printed material in a differing font or size) please speak to the person with conduct of your matter.

A copy of our Equality and Diversity Policy is available on request.

17. STORAGE OF DOCUMENTS

We will store deeds and documents on your behalf without charge unless we consider it unnecessary, inappropriate or excessive. Reasonable notice will be given if we require you to remove your deeds and/or documents or if we plan to introduce a charge for their storage. This includes information and documentation obtained in accordance with section 13 above.

18. STORAGE AND RETRIEVAL OF FILES

We follow the Law Society guidelines regarding storage of completed matters which is never less than seven years. In addition to retaining a paper file some or all your papers and documents will also be stored electronically.

If we retrieve your file from storage we will not usually charge. However, we may charge you for retrieving and copying papers that are requested. This charge is currently £50 + VAT but may vary in accordance with the level of documentation involved and the work requested by you.

After expiry of the appropriate storage period we will usually destroy the file. If you do not wish your file to be destroyed after the appropriate period or require further information please confirm this in writing to the person with conduct of your matter.

19. TERMINATING YOUR INSTRUCTIONS

You may terminate your instructions to us in writing at any time, but we are entitled to retain your papers and documents whilst there is money owed to us for costs and expenses. We can only cease acting for you with good reason and, if this situation arises, we will give reasonable notice of our intention to do so together with an explanation. If you, or we, decide that we should stop acting for you, you will be liable for our charges up to that point.

20. DEDUCTION OF COSTS AND EXPENSES AND LIEN

If we hold money on your behalf we will usually deduct any outstanding costs and other expenses from such sum before making payment to you, having advised you beforehand of our intention to do so. We are also entitled to retain any files, deeds, documents or other papers we hold for you until all costs and expenses are paid.

21. ABORTIVE TRANSACTIONS

If the matter does not proceed (whether we are working on a fixed fee or not) we will submit a bill for the work done up to that point in the matter or transaction. The bill will be such sum as is reasonable having regard to the amount of work done and will include other expenses we have paid or agreed to pay on your behalf, plus VAT where applicable.

We do, however, offer an abortive transaction scheme to residential conveyancing clients only. For an agreed 'up front' payment you will not be charged for any work carried out on your behalf should the transaction fail to reach completion due to another party being unable or unwilling to proceed prior to exchange of contracts. Further information regarding this scheme and how to join is contained in the client details form provided to all residential conveyancing clients at the outset.

22. BANKING

We hold all client money in Lloyds Bank PLC which is regulated by the Financial Conduct Authority (FCA). We are not liable for any losses you suffer as a result of any such banking institution being unable to repay depositors in full. You may, however, be protected by the Financial Services Compensation Scheme (FSCS).

The FSCS is the UK's statutory fund of last resort for customers of banking institutions. The FSCS can pay compensation up to £85,000 per banking institution (not per brand) if it is unable, or likely to be unable, to pay claims against it. You should check with your banking institution, the FCA or a financial advisor for more information on this and the short-term protection cover provided for certain high balances.

23. THE BILL

You are liable to pay the legal costs and expenses as set out in our letter confirming your instructions and all bills should be paid in full by you upon delivery unless we have agreed with you otherwise in writing. If all or any part of our bill remains unpaid after 30 days we may charge interest on the outstanding balance, including other expenses. Interest will be charged at a daily rate of 8% above the Bank of England base rate in force from time to time.

Our bill may be paid by cheque made payable to AmicusLaw or by bank transfer. You may also pay by debit or credit card (except for American Express) by telephoning our Accounts department on either 01278 664060.

We may cease acting for you if an interim bill remains unpaid after 30 days or if our reasonable request for a payment on account of costs is not met.

You have the right to challenge or complain about our bill. Please see the 'Complaints' section below for details of how to complain about our bill.

You have the right to challenge our bill by applying to the court to assess the bill under Part III of the Solicitors Act 1974. The usual time limit for making such an application is one month from the date of delivery of the bill. If the application is made after one month but before twelve months from delivery of the

bill, the court's permission is required for the bill to be assessed.

Unless there are special circumstances, the court will not usually order a bill to be assessed after 12 months from delivery of the bill, where a judgment has been obtained for the recovery of the costs covered by the bill or the bill has been paid, even if this is within 12 months.

If there is any aspect of our bill with which you disagree, in the first instance please discuss your concerns with the person with conduct of your matter and see s24, Complaints.

If your concerns cannot be resolved to your satisfaction you have the right to challenge our bill by applying to the court for an assessment of the bill under Part III of the Solicitors Act 1974. The usual time for making such an application is one month from the date of delivery of the bill. If the application is made after one month but before twelve months from delivery of the bill, the court's permission is required for the bill to be assessed.

24. COMPLAINTS

We hope that you do not have cause for complaint but if for any reason you are unhappy with any aspect of the service you have received or about the bill, you should first raise the problem with the person with conduct of your matter or their supervisor. You will find their contact details in our initial letter to you.

If you feel that the problem has not been resolved satisfactorily you should contact our Head of Professional Standards, Belinda Pennington at AmicusLaw LLP, 2 Fore Street, Wellington, Somerset TA21 8AQ tel: 01823 755800. Your complaint will be investigated, at no cost to you, in accordance with AmicusLaw's Complaints Procedure, a copy of which will be provided to you or is available on request.

If your complaint is not resolved to your satisfaction or you are unhappy with our conduct of the complaint you can refer it to the Office of the Legal Ombudsman which can be contacted at PO Box 6806, Wolverhampton, WV1 9WJ. Tel: 0300 555 0333 Email: enquiries@legalombudsman.org.uk. Website: www.legalombudsman.org.uk.

The Legal Ombudsman expects complaints to be made to them within one year of the date of the act or omission about which you are concerned or within one year of you realising there was a concern. You must also refer your concerns to the Legal Ombudsman within six months of our final response to you.

Alternative complaints bodies such as ProMediate exist which are competent to deal with complaints about legal services should both you and this Firm wish to use such a scheme. At present we do not agree to use ProMediate or any other such body.

The Legal Ombudsman deals with complaints from consumers and small business about service issues with lawyers. This means that some clients may not have the right to complain to the Legal Ombudsman and you should refer to them for clarification where appropriate. Even if you are not entitled to make a complaint to the Legal Ombudsman it does not prevent you making a complaint directly to us about the service you have received or the bill.

Some of the financial aspects of the work we carry out for you will be incidental to the legal work of the firm and are not therefore mainstream regulated activities and will be conducted in accordance with the rules contained in the SRA Handbook (see s27 Additional Information). If you have a complaint about a non-mainstream regulated activity, you should follow the procedure set out in the first two paragraphs of this section.

25. THIRD PARTIES

Even if a third party has agreed, or been ordered, to pay the costs and other expenses incurred on your behalf you will remain personally liable should that third party not pay when the money is due. For the purposes of the Contracts (Rights of Third Parties) Act 1999, or any subsequent amendment thereto, these Terms of Business shall not be enforceable by a third party.

26. INSURANCE MEDIATION ACTIVITY/FINANCIAL ADVICE

Where insurance mediation activity is part of the legal work that we carry out for you (i.e. advising on insurance contracts etc.) we are supervised by the Solicitors Regulation Authority, and this includes arrangements for complaints or redress if something goes wrong.

27. TAX ADVICE

We do not advise upon the tax implications of any instructions we receive from you unless it is specifically agreed in writing between us.

28. LIMIT OF OUR LIABILITY

We have professional indemnity insurance giving cover for claims against the firm. Details of this insurance, including contact details of our insurer and the territorial coverage of the policy, can be inspected at our office or made available on request.

Our liability for any negligence or breach of contract arising from your matter or transaction, including interest, legal costs and expenses, is limited to the amount for which we are required to be insured (except where such limitation is excluded by law) by the Solicitors' Regulation Authority. The

current limit which is so required is £3,000,000 per claim. If you are in any doubt as to whether such a limit is enough to cover your potential losses from any negligence or breach of contract on the part of AmicusLaw or its agents you should contact the person in charge of your matter immediately to discuss it. Agreeing a higher limit on our liability may result in us seeking an increase in our charges for handling your matter.

We will not be liable for any consequential, special, indirect or exemplary damages, costs or losses or any damages, costs or losses attributable to lost profit or opportunity. Neither will we be held liable for any costs or losses attributable to fraud perpetrated by any person whether a party to this transaction or otherwise.

We can only limit our liability to the extent the law allows. We cannot and do not limit our liability for personal injury or death caused by negligence.

Details of our Public Liability Insurance provider are displayed at each of our offices or are available on request.

29. LEGAL RESPONSIBILITY

The partners of AmicusLaw collectively assume legal responsibility to you for all the work carried out on your behalf by partners and employees of AmicusLaw.

30. FUTURE INSTRUCTIONS

Unless otherwise agreed, these Terms and Conditions will apply to all future instructions you give us on this or any other matter.

31. JURISDICTION

Any dispute or legal issue arising from our terms and conditions will be determined by the law of England and Wales. This applies even if you or your business (or any part of it) are resident, domiciled or otherwise situated in a country other than England and Wales, or the case concerns persons, organisations or property situated outside the jurisdiction of England and Wales, or where we take any steps on your behalf, or incur any liability or expense, outside the jurisdiction of the Courts of England and Wales. Both parties agree to submit to the non-exclusive jurisdiction of the Courts of England and Wales.

Amicus Law LLP Privacy Notice

AmicusLaw (South West) LLP (the Firm) is committed to protecting the privacy and security of your personal information.

This notice applies to all Members of Staff including Equity and Salaried Partners, Consultants and all employees whether employed on a full, part-time or casual basis or under a fixed-term contract.

UK Data Privacy/Data Protection Law changed significantly on 25th May 2018. The EU General Data Protection Regulation (or EU GDPR for short) was a positive step towards you having more control over how your data is used.

From 11pm on 31 December 2020, EU GDPR no longer applied to personal data held or processed within the UK. Instead, 'UK GDPR' applies to such data.

The provisions of UK GDPR are essentially the same as EU GDPR and therefore the following rights continue to apply. We confirm that we do not currently hold or process your data outside the UK but if we do, we will ensure that we seek your consent to do so, explain the risks to you and talk to you about potential safeguards depending on the country involved.

If you are an individual, the rights you have under the UK GDPR include the following:

- The right to be informed;
- The right of access;
- The right to rectification;
- The right to erasure;
- The right to restrict processing;
- The right to data portability;
- The right to object;
- Rights in relation to automated decision making and profiling.

This notice explains what personal data (information) we hold about you, how we collect it, and how we use and may share information about you during your employment and after it ends. We are required to notify you of this information under data protection legislation.

Please ensure that you read this notice (sometimes referred to as a 'privacy notice') and any other similar notice we may provide to you from time to time when we collect or process personal information about you.

We use your personal data to help us provide an excellent client service, which includes tailoring the information we share with you to help ensure that it's relevant, useful and timely.

We will respect your privacy and work hard to ensure we meet strict regulatory requirements.

We will not sell your personal data to third parties.

We will provide you with easy ways to manage and review your marketing choices if you receive direct marketing communications from us.

We are a firm that is authorised and regulated by the Solicitors Regulation Authority (SRA). As you might expect, we are already subject to strict rules of confidentiality. It is therefore already part of the fabric and culture of our firm to keep your information private and secure.

We would ask you to help us keep your data secure by carefully following any guidance and instructions we give e.g., communicating bank account details and transferring funds to us.

We are sometimes obliged to share your Personal Data with external authorities without notifying you e.g., as required by the Anti-Money Laundering & Counter Terrorist Financing Act 2017. In all other cases, we will be transparent, and we will explain to you why we are requesting your data and how we are using it.

Lawful Bases for Processing your Data

The law states that we are allowed to use personal information only if we have a **proper and lawful reason** to do so. This includes sharing it with others outside the firm e.g., an auditor of a relevant quality standard.

The GDPR says we must have one or more of these reasons:

- **Contract:** the processing is necessary for a contract we have with an individual, or because they have asked us to take specific steps before entering into a contract.
- **Legal obligation:** the processing is necessary for you to comply with the law (not including contractual obligations).
- **Legitimate interests:** the processing is necessary for our legitimate interests or the legitimate interests of a third party unless there is a good reason to protect the individual's personal data which overrides those legitimate interests.
- **Consent:** the individual has given clear consent for us to process their personal data for a specific purpose.

A legitimate interest is when we have a business or commercial reason to use your information.

Here is a list of all the ways that we may use your personal data, and which of the reasons we rely on to do so.

Use of your Personal Data	Our reason/justification for processing	Legitimate Business Interest
Opening, progressing, closing, archiving and storing a matter/case file	Contract Legitimate Interest Legal Obligation	<ul style="list-style-type: none">• Fulfilling your instructions (the retainer)• Complying with regulations and the law
Direct marketing to you	Legitimate Interest	<ul style="list-style-type: none">• Keeping our records up-to-date, working out which of our products and services may interest you and telling you about them• Providing information on changes in the law and inviting you to contact us for advice

<ul style="list-style-type: none"> • To make and manage client payments. • To manage fees, charges and interest due to clients • To collect and recover money that is owed to us. 	Contract Legitimate Interest Legal Obligation	<ul style="list-style-type: none"> • Keeping accounts systems up-to-date • Complying with SRA Accounts Rules and other regulations • Effective and efficient management of a sustainable business
<ul style="list-style-type: none"> • To detect, investigate, report, and seek to prevent financial crime. • To manage risk for us and our customers. • To comply with laws and regulations that apply to us. • To respond to complaints and seek to resolve them. 	Contract Legitimate Interest Legal Obligation	<ul style="list-style-type: none"> • Developing and improving how we deal with financial crime including suspected money laundering as well as complying with our legal obligations in this respect • Complying with regulations that apply to us. • Being efficient about how we fulfil our legal and contractual duties.
To run our business in an efficient and proper way. This includes managing our financial stability, business capability, planning, communications, corporate governance, and audit.	Legitimate Interest Legal Obligation	<ul style="list-style-type: none"> • Complying with the SRA Accounts Rules and Code of Conduct and other regulations that apply to us • Being effective and efficient about how we run our business • To allow external consultants, advisers and auditors to inspect files
To exercise our rights and comply with obligations set out in agreements or contracts	Legitimate Interest Legal Obligation	<ul style="list-style-type: none"> • Complying with contractual requirements e.g., for the provision to clients of Public Funding by Public Bodies

Special Categories and Criminal Convictions Data

Further to our lawful bases for processing personal data we rely on further conditions contained within the Data Protection Act 2018 (as amended by the Data Protection, Privacy and Electronic Communications (Amendments

etc.,) (EU Exit) Regulations 2019 and 2020) for processing these types of data. These conditions are contained in Schedule 1, Part 3 of the Act. The primary condition we rely on is known as “legal claims” where;

This condition is met if the processing:

- is necessary for the purpose of, or in connection with, any legal proceedings (including prospective legal proceedings);
- is necessary for the purpose of obtaining legal advice; or
- is otherwise necessary for the purposes of establishing, exercising or defending legal rights.

We would normally also rely on another condition in Schedule 1, Part 3 of the Act known as ‘consent’ where, due to the nature of these types of data we would obtain your consent prior to processing them.

If our reason for processing data is in connection with the Schedule 1, Part 2 of the Act, condition 18, safeguarding of individuals and children at risk. This is because the processing will be necessary for the purposes of:

- protecting an individual from neglect or physical, mental or emotional harm, or
- protecting the physical, mental or emotional well-being of an individual.

In this condition;

- in the circumstances, consent to the processing cannot be given by the data subject;
- in the circumstances, we cannot reasonably be expected to obtain the consent of the data subject to the processing;
- in the processing must be carried out without the consent of the data subject because obtaining the consent of the data subject would prejudice the provision of the protection.

Also, due to the nature of these data types, we comply with Schedule 1, Part 4 of the Data Protection Act which requires us to have an appropriate written policy explaining our security procedures, and data retention periods and we are required to retain this policy document and produce it to the Information Commissioner on request. Our policy is set out in the firm’s Information Security Policy.

Types of Personal Data we process

Type of Personal Information	Description
Financial	Your Bank account details and your financial status and information
Contact Information	Where you live and how to contact you
Socio-Demographic	This includes details about your work or profession, nationality etc.
Transactional	Details about payments to and from your bank accounts
Contractual	Details about the products or services we provide to you

Behavioural	Details about how you use our services
Communications	What we learn about you from letters, emails, and conversations between us
Social Relationships	Your family, friends and other relationships
Open Data and Public Records	Details about you that are in public records such as the Land Registry, and information about you that is openly available on the internet
Documentary Data	Details about you that are stored in documents in different formats, or copies of them. This could include things like your passport, drivers' licence, or birth certificate
Special types of data	<p>The Law and other regulations treat some types of personal information as a special category. We will only collect and use these types of data if the law allows or requires us to do so:</p> <ul style="list-style-type: none"> • Racial or ethnic origin • Religious or philosophical beliefs • Trade union membership • Genetic and bio-metric data • Health data including gender • Criminal convictions and offences
Consents	Any permissions, consents or preferences that you give us. This includes things like how you want us to contact you.
National Identifier	A number or code given to you by a government to identify who you are, such as a National Insurance Number
Legal Aid Application and Bill	Information required to submit an application for public funding and to claim our fees under any legal aid certificate issued to you.

Sources of Data

We collect personal data from various sources:

Data	Source	Purpose
Data you give us when you instruct us to advise you or act for you	You	To enable us to decide whether to accept your instructions and to progress your matter
Data you give us by letter/phone/email and other documents	You	To enable us to decide whether to accept your instructions and to progress your matter

Data you give us when you visit our website, via a messaging service or social media	You	To enable us to deal with your query or request and to contact you if appropriate
Data you give us during interviews	You	To enable us to advise and represent you and to communicate with other solicitors and third parties on your behalf
Data you give us in client surveys	You	To enable us to improve our services and respond to any expressions of dissatisfaction
Data provided to us by referrers and introducers	Referrers	To enable us to contact you and to enable us to decide whether to accept your instructions and to progress your matter
Fraud Prevention agencies	Agency	To enable us to comply with the law and regulations and carry out client due diligence checks
Estate Agents	Agents	To enable us to act on your behalf in relation to a land transaction
Other Solicitors	Solicitor Firms	As part of an exchange of information to enable us to progress the matter and advise you
Public Bodies	Public Body such as HMRC, HM Treasury, Local Authority, Land Registry, Land Charges Registry, Probate Registry, Legal Aid Agency, Police, CPS, Courts Service and other government departments	To enable us to advise you and progress your matter. To prevent fraud and money laundering
Your GP or other medical professional	Doctor	To obtain appropriate medical reports
The Legal Aid Agency	LAA	Under our contractual obligations we will receive "Shared Data" from the LAA if your matter is legally aided

Who we share your Data with

Subject to the SRA Code of Conduct and the requirements with regard to client confidentiality, we may share your personal information with:

- Lawyers or other organisations on the other side of a matter or case;
- Barristers or experts we instruct;
- The courts and other tribunals;
- Your Personal Representatives or Attorneys;
- Auditors;
- Lenders;
- Estate Agents, IFAs, Referrers, etc;
- Organisations that we introduce you to;
- HM Revenue and Customs;
- The government both Central and Devolved;
- Fraud Prevention Agencies including the National Crime Agency;
- The SRA and other regulators;
- ID checking organisations.

Automated Decision-Making

We do not use automated decision-making systems. All decisions relating to you and your matter are made by a person.

Personal Data we use

We typically will use the following types of personal data:

- Your Name;
- Date of Birth;
- Home address;
- Contact details such as phone numbers and email addresses;
- Bank details and account information;
- Medical information (where applicable);
- Employment details;
- Data that identifies you by cookies when you use our website.

Sending Data outside the European Economic Area (EEA)

Unless you instruct us in a matter or case that involves an international element, we do not normally send your personal data outside the UK or EEA. If we do, then we will seek your consent to do so, explain the risks to you and talk to you about UK adequacy decisions and potential safeguards depending on the country involved.

Your refusal to provide Personal Data requested

If you refuse to provide the information requested, then it may cause delay and we may be unable to continue to act for you or complete your matter.

Marketing Information

We may from time to time send you letters or emails about changes in the law and suggestions about actions that you might consider taking in the light of that information e.g., reviewing your will. We will send you this marketing information either because you have consented to receive it or because we have a 'legitimate interest'.

You have the right to object and to ask us to stop sending you marketing information by contacting us at any time. You can of course change your mind and ask us to send the information again.

How long we keep your personal information

We are legally obliged to keep certain information for at least 7 years and the length of time your file is retained depends upon the matter type.

We will store Wills and other documents indefinitely.

We will keep your name and personal contact details on our database until you tell us that you would like them removed e.g., where you have changed solicitor.

How to get a copy of your Personal Information

If you wish to access your personal data, then write to the Person Responsible for Data Protection Compliance:

Stephen Forsey

AmicusLaw (South West) LLP

Boulevard House, 17 Southernhay West, Exeter, Devon, EX1 1PJ

Email: stephen.forsey@amicuslaw.co.uk

Telling us if your Personal Information is incorrect (The right to rectification)

If you think that any information we have about you is incomplete or wrong, then you have the right to ask us to correct it. Please contact us as above.

Other Rights

As mentioned above you also have other rights, namely:

- The right to erasure
- The right to restrict processing
- The right to data portability

You have the right to ask us to delete (erase) or stop us using your data if there is no longer any need for us to keep it (e.g., under a legal obligation).

In terms of data portability then subject to any lien we may enjoy for non-payment of fees; we will comply promptly (where permitted) to your request to transfer your physical paper file to another solicitor upon receipt of your signed consent. If your file is in electronic format, we will take reasonable steps to export the file to a “portable format” where possible so that your new solicitor can upload it to their system. As many different IT systems are used by the legal profession, we cannot guarantee that we can provide data in a compatible format.

Consent

UK GDPR in some cases requires us to obtain your explicit consent i.e.,:

- the racial or ethnic origin of the data subject;
- political opinions;
- religious beliefs or other beliefs of a similar nature;
- membership of a trade union (within the meaning of the Trade Union and Labour Relations (Consolidation) Act 1992);
- physical or mental health or condition;
- sexual life;
- the commission or alleged commission of any offence; or
- any proceedings for any offence committed or alleged to have been committed, the disposal of such proceedings or the sentence of any court in such proceedings.

Where acting for you involves us processing such data, we will seek your explicit consent e.g., when we plan to obtain your medical records.

You have the right to withdraw your consent by contacting us as stated above.

However, if you do so then we may not be able to progress your case or indeed continue to act for you.

How to Complain

If you are unhappy about how we are using your Personal Data, then you can complain to us using the contact information above.

You also have the right to complain to the Information Commissioner’s Office (ICO). Further details on how to raise a concern about our information rights practices with the ICO can be found on the ICO’s website:

<https://ico.org.uk/concerns>

Updating this Notice

We will, from time to time, update this Privacy Notice to reflect emerging ICO guidance, requirements of the amended Data Protection Act 2018 and any other relevant changes in the law or regulations, or adequacy decisions e.g., following BREXIT. We will also seek to learn from any published cases of Data Protection breaches.

Details of current adequacy decisions can be requested from the Person Responsible for Data Protection Compliance.

Keeping You Safe

Fraud Prevention Guidance for Clients

You, and your money, are targets of fraud. Transactions between professionals and their clients are currently being actively targeted by fraudsters due to the large sums processed by us on your behalf. This is particularly true of law firms that conduct conveyancing transactions, debt recovery actions and estate administrations (payment of beneficiaries) but can apply to any type of professional practice where client money is held.

As you have instructed us to act for you, it is important that you understand:

1. What we do to help ensure that you do not become a victim of fraud.
2. Your responsibilities to reduce the risks of fraud.

Our Commitment to You

1. We will ensure that we know you, our client.

We undertake careful checks before taking on any work, to ensure that you are who you say you are. For example, if you are selling a property, we will check that you do own the property to ensure that we do not transfer sale proceeds to a fraudster.

2. When we send you money, we will check to ensure that we transfer funds to your account.

We will always ask for your bank account details, either in a face-to-face meeting, or by hard copy letter sent by registered post. We can only make a payment to you as our named client, so please do not ask us to split monies across various accounts, pay other parties or beneficiaries etc. as we do not allow it and you will be able to do this quickly once monies are in your account.

3. We will provide our bank details at the start of the work and will not email you with changes.

Our bank account details are provided in our initial client care letter to you. We will never advise you of changes to our bank details by telephone or by email.

4. We will use secure methods of payment.

This invariably means CHAPS rather than immediate faster payments which are difficult to freeze if a fraud is later discovered.

5. We will take all reasonable steps to keep your data safe.

We have strict policies and procedures in place to keep your data safe. We store your data on encrypted systems that are fully compliant with the current Data Protection Regulations.

6. We will keep our electronic systems secure and up to date.

We have professional-grade anti-virus and anti-malware software and firewalls in place to help protect from 'phishing' and other cyber threats. We also have a policy of promptly installing relevant software updates and security patches on all work devices, including portable devices such as tablets and smart phones.

7. We will advise you of any known security breaches that may impact you.

A member of our compliance team will contact you by telephone or letter (not email) to advise you of any known security breach that may have compromised your email / information security.

8. We will only email you regarding your case or transaction using a company email address.

i.e., firstname.surname@amicuslaw.co.uk

Your Security Obligations

1. You will provide us with best contact details.

On or before the start of our work, we will ask for your contact details, and a preferred way of addressing you in communications. You should use the same email address, telephone number/s, mailing address wherever possible, and anticipate further checks from us should you use other contact details in future.

2. You will communicate urgent instructions in person or by telephone.

You should not rely on us receiving or reading your emails, particularly if you are providing time-critical instructions.

3. You will never send us account details by email.

We will not accept bank details via email. You should send such details to us by registered post or come into our office personally. Please be understanding should we need to double-check anything that we think looks suspicious – this is for your benefit.

4. You will take all reasonable measures to keep your data and systems secure.

You will keep your computer and relevant mobile devices updated with the latest operating system updates, security patches, and anti-virus software.

You will inform us at the earliest opportunity if your email or devices become infected with a virus or other malware, or you think you have been hacked, or your security otherwise compromised.

Twelve Key Steps to Prevent Cyber Fraud

1. Ensure that your PC is protected behind an effective firewall and up-to-date anti-virus. Follow UK Government guidance at cyberaware.gov.uk/ to protect your home and business from cyber-attack and fraud.

2. Try not to use public Wi-Fi as you may be vulnerable to data interception. If you do need to use it then do not log in to email, online banking or make payments over public Wi-Fi. If essential only do so via an encrypted VPN connection.

3. If you use webmail for communicating with your professional advisors (Solicitors, Accountants, Financial Advisers etc.), then create a separate account for sharing information.

Do not respond to any messages other than those which are from the professional you are dealing with, including those purporting to be from their colleagues, without separately confirming by phone that such messages are legitimate.

4. Create strong, unique passwords, especially for your email account e.g., by using 3 random words (ideally including capital letters). E.g., mountainFestivalpidgeon or creating a memorable passphrase enhanced with a mix of letters, numbers, and special characters, e.g. 5hopp!ng@Harr0ds. The longer the words or phrase/sentence, the more secure it is likely to be.

5. Use a password manager where possible, for most of your accounts (but not your online banking accounts). If possible, use 2-factor authentication, and ensure that your password for your password manager is as strong as possible (e.g., enhancing the 3 random word approach with numbers and special characters, e.g. m0unta!nFestivalP!g3on.

If you do not use a password manager, ensure you use a different strong password for each online service.

6. Never give out your usernames, passwords, or your one-time codes (from your Banking Security Token or mobile device) to anyone, no matter who they claim to be.

7. Pay little heed to emails. If your Bank or Solicitor (or anyone else legitimate) has something truly important to tell you (like they have detected fraud or need to verify your details) then they will contact you in a more reliable way - **they will not use email**. If you have concerns, call them using a telephone number from a reliable source (e.g., a printed bank statement or bank card will have phone numbers for your bank).

8. Exchange sensitive information with your professional advisor only once at the outset of your instruction and ideally in-person. If you need to make a change then do so securely.

9. Validate calls from your professional advisor using a shared secret which you can establish with them at the outset of your instruction. Agree not to exchange the secret via email.

10. If you use online banking, then your Bank will have included a message centre enabling you to send & receive messages securely. Only accept notifications and advisories from them using this method of communication; **Do not act on telephone or email requests.**

11. Do not invite anyone to remotely connect to your computer for any purpose, including IT support or security help, unless you personally know and trust them. **Unsolicited callers are always fraudsters.**

12. Use Block features available on your mobile phone and landline to blacklist any unsolicited callers or those who withhold their number. For example, in the UK the following service can be used: tpsonline.org.uk/