AmicusLaw
SOLICITORS

1. OUR CONTRACT WITH YOU

These **Terms of Business** (as updated from time to time) apply to all work we do on your behalf. It is an important document—please read and keep it in a safe place for future reference.

Each time you instruct us on a new matter we will send you a letter confirming your instructions and setting out the scope of the work we will carry out for you, our fees and individual contact details. This is called the **Client Care Letter**. These Terms of Business should be read together with the Client Care Letter together they form the contract between us.

If there is any inconsistency between our Terms of Business and the Client Care, Client Care will take priority.

Unless otherwise agreed, your ongoing instruction will be deemed acceptance of the Terms of Business. The Terms of Business will also apply to all future instructions you give us on this or any other matter.

These Terms of Business are subject to change from time to time and are updated on our website at amicuslaw.co.uk.

Your contract is solely with Amicus Law, which has sole legal liability for the work done for you and for any act or omission in the course of that work. No Partner, Member of Staff or consultant of Amicus Law, will have any personal legal liability for any loss or claim.

2. ABOUT US

Amicus Law (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. Amicus Law and Amicus Law Commercial are trading names of Amicus Law (South West) LLP.

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

3. OUR RESPONSIBILITIES TO YOU AND OUR SERVICE LEVELS

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.

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 either by telephone, in writing (including email) or face-to-face, 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 (such as Legal Aid or CFA etc).

We are committed to acting in a way that encourages equality, diversity and inclusion in all our dealings with clients, third parties and employees. Please contact us if you would like a copy of our equality and diversity policy which is also available on our website.

4. YOUR RESPONSIBILITIES TO US

You will:

- Provide us with clear, honest and full instructions when asked;
- Provide documents when we ask for them and respond promptly when we ask for instructions or information;
- Notify us if your contact details change;
- Tell us immediately if your expectations change or if you are not sure you understand what we have discussed;
- Inform us of any time limits or objectives that might not be obvious to us;
- Notify us immediately if you receive any email or other communication purporting to be from the firm stating that we have changed our bank details or payment arrangements;
- Let us know about any other changes that may affect the way we deal with your matter, including any changes that may affect your tax status in any jurisdiction;
- Make payments on account and pay invoices promptly.

5. SCOPE OF OUR LEGAL SERVICES

The scope of the services we will provide is set out in the Client Care Letter.

We will provide legal advice and services to you with reasonable care and skill. However, the nature of many types of legal work means that it is not possible to guarantee a particular outcome.

Unless otherwise agreed in writing, we will advise only on English law.

We do not advise upon surveying, valuation, commercial viability, trading or marketability issues and we will only advise on the tax implications of any instructions we receive from you if this is specifically and expressly agreed to do so in writing between us.

If you ask us to obtain advice from another law firm, that firm will be responsible for the service and advice they provide.

Unless otherwise agreed in writing, our advice and any documents we prepare:

- are for use only in connection with the specific matter on which we are instructed, can only be relied on by you; and
- reflect the law in force at the relevant time.

6. 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

7. LIMIT OF OUR LIABILITY

Unless explicitly agreed otherwise, in writing:

- we do not owe, nor do we accept, any duty to any person other than you; and
- we do not accept any liability or responsibility for any consequences arising from reliance on our advice by any person other than you.

We are not responsible for any failure to advise or comment on matters falling outside the scope of our instructions, as set out in these Terms of Business and the Engagement Letter.

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.

It is a condition of our professional indemnity insurance that we notify our insurer and/or broker of any circumstances which may give rise to a claim against us. In doing so, we may disclose documents and information to our insurer, broker and insurance advisers on a confidential basis. Our insurers and brokers are contractually obliged to keep all information we pass to them strictly confidential.

Our maximum liability to you (or any other party we have agreed may rely on our services) in relation to any single matter or any group of connected matters which may be aggregated by our insurers will be *£3,000,000* including interest and costs unless we expressly state a different figure in the Engagement Letter. 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 Amicus Law 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 of the following:

- losses that were not foreseeable to you and us when this contract was formed;
- losses not caused by any breach on the part of the firm; and
- business losses, including losses sustained by any individual not acting for purposes of their trade, business, craft or profession.
- losses attributable to fraud perpetrated by any person whether a party to this transaction or otherwise.

Nothing in these Terms of Business shall exclude or restrict our liability in respect of:

- death or personal injury caused by our negligence;
- fraud or fraudulent misrepresentation;
- any losses caused by wilful misconduct or dishonesty;
- any other losses which cannot be excluded or limited by applicable law.

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

8. LEGAL RESPONSIBILITY

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

9. 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.

10. 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.

11. 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. Our hourly rates are reviewed periodically and may be increased from time to time. Where this occurs, we will notify you in writing as soon as reasonably practicable and the revised rates will apply only from the date of notification.

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 reserve the right to increase the hourly rates if the work done is particularly complex or urgent, or the nature of your instructions require us to work outside normal office hours. If this happens, we will notify you in advance and agree an appropriate rate. Our hourly rates are reviewed periodically and may be increased from time to time. Where this occurs, we will notify you in writing as soon as reasonably practicable and the revised rates will apply only from the date of notification.

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.

Blue Light & Armed Forces Discount

We offer eligible Blue Light and Armed Forces members a 10% discount on our legal fees across our range of legal services. The discount applies to our legal fees only and does not apply to VAT, disbursements, third-party costs or other expenses. To qualify, you must tell us that you wish to use the Blue Light & Armed Forces Discount at the time of initial instruction and provide satisfactory evidence of your eligibility. The discount cannot be used in conjunction with any other offer, discount or agreed fee arrangement. All instructions remain subject to our usual conflict, identity and compliance checks and the remainder of these Terms of Business.

12. OUR CHARGES AND BILLING

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.

We may deliver our bills to you electronically. Please let us know if you have any particular requirements for delivery of our bills.

Please inform us if you would like a third party to be responsible for paying our bills or any part of them. We must approve this in advance, and we will need the party's name, contact details and any other information or identification documents we request.

Even if a third party has agreed, or been ordered, to pay the costs and other expenses incurred on your behalf the bill will still be addressed to you and 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.

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 Amicus Law 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.

13. 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.

14. BANKING AND RELATED MATTERS

We currently hold all client money in Lloyds Bank PLC which is regulated by the Financial Conduct Authority (FCA).

We will pay a fair sum of interest to clients or third parties on client money we hold on their behalf.

We will not pay interest:

- on money we are instructed to hold outside a client account in a manner that does not attract interest, e.g., cash held in our safe;
- where the amount of interest is less than £50;
- where we agree otherwise, in writing, with you or the third party for whom the money is held.

Please ask us if you would like to see our written payment of interest policy.

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.

Please inform us immediately if you receive any email or other communication purporting to be from the firm stating that we have changed our bank details or payment arrangements.

We are not liable for any losses you suffer as a result of any 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 £120,000 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.

The FSCS also provides up to £1,400,000 of short-term protection for certain high balances, e.g., relating to property transactions, inheritance, divorce or dissolution of a civil partnership, unfair dismissal, redundancy, and personal injury compensation (there is no financial limit on protection for personal injury compensation). This is called the temporary high balance scheme and, if it applies, protection lasts for a maximum of six months.

The FSCS (including the temporary high balance scheme) will apply to qualifying balances held in our client account. In the unlikely event of a deposit-taking institution failure, we will presume (unless we hear from you in writing to the contrary) we have your consent to disclose necessary client details to the FSCS.

More information about the FSCS can be found at https://www.fscs.org.uk or by calling 0800 678 1100.

15. FINANCIAL SERVICES

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 distribution activity, which is broadly the advising on, selling and administration of insurance contracts. 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.fca.org.uk/firms/financial-services-register.

We are also not authorised by the FCA to provide investment advice services. If you need advice on investments, we may refer you to someone who is authorised by the FCA to provide the necessary advice. However, because we are regulated by the SRA, we may be able to provide certain limited investment advice services where these are closely linked to the legal work we are doing for you.

The SRA is the independent regulatory arm of the Law Society. The Legal Ombudsman deals with complaints against lawyers. If you are unhappy with any financial service you receive from us, you should raise your concerns with the SRA or Legal Ombudsman. See also section 24 ('Complaints').

16. PREVENTION OF MONEY LAUNDERING, TERRORIST FINANCING AND PROLIFERATION 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 Amicus Law you will be asked to present documentary evidence of your identity and you will also be asked to sign an 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 £15.00 + 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.

You must not send us monies other than the nominal sum requested on account of costs and disbursements until our checks have been completed.

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.

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 may ask you to confirm the source of any money you have sent us or will send us. If you do not provide us with that information promptly, your matter may be delayed.

Any personal data we receive from you for the purpose of preventing money laundering, terrorist financing or proliferation financing will be used only for that purpose or:

- with your consent; or
- as permitted by or under another enactment.

We are professionally and legally obliged to keep your affairs confidential. However, we may be required by law to make a disclosure to the National Crime Agency where we know or suspect that a transaction may involve money laundering, terrorist financing or proliferation financing. If we make a disclosure in relation to your matter, we may not be able to tell you that a disclosure has been made. We may have to stop working on your matter for a period of time and may not be able to tell you why.

Subject to section 7 ('***Limit of Our Liability***'), we shall not be liable for any loss arising from or connected with our compliance with any statutory obligation, or reasonable belief we may have, to report matters to the relevant authorities under the provisions of the money laundering, terrorist financing and/or proliferation financing legislation.

Our policy is not to accept cash from clients or others 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 to you by cheque or bank transfer. We will **not** make payments to a third party.

17. CONFIDENTIALITY

We will keep your information confidential, unless:

- you consent to the disclosure of that information;
- disclosure of the information is required or permitted by law or regulatory requirements that apply to us; or
- these Terms of Business state otherwise.

Examples of organisations we may be required to disclose your information to include:

- the National Crime Agency;
- domestic and international tax authorities;
- regulatory authorities (such as the SRA).

Please bear in mind that it may be necessary to disclose information that would otherwise be confidential where it is necessary for the conduct of your case (e.g. to instruct Counsel or a mortgage provider), and to our insurers, or where required by our professional rules. 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.

Unless you instruct us otherwise, email will be our default method of communication. We deploy a range of information security measures, but we cannot guarantee the security of information or documents sent by email. If you do not wish us to communicate information by email, please let us know.

Sometimes we ask other companies or people to undertake administrative tasks on our files (such as photocopying or typing) to help us deliver efficient, cost-effective legal services.

We may also ask other companies or people to provide specific business and compliance support, such as IT and Case Management Services.

We ensure all outsourcing providers operate under service agreements that are consistent with our legal and professional obligations, including in relation to confidentiality. Information on outsourcing in relation to your personal data is set out in our Privacy Notice which can be found at the end.

External organisations such as the Information Commissioner's Office (ICO) or Lexcel auditors and the SRA may conduct audit or quality checks on our practice from time to time. They may wish to audit, or quality check your file and related papers for this purpose. We will require that these external organisations maintain confidentiality in relation to any files and papers which are audited, or quality checked.

Your files may also be reviewed 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 used in this way, please let us know as soon as possible.

Use of Third-Party Service Providers

In order to provide our services and meet our legal, regulatory and professional obligations, we may share information relating to your matter with carefully selected third-party service providers who assist us with functions including compliance, risk management, quality assurance, file auditing, complaints handling, accreditation requirements, IT services, data storage and professional regulatory obligations. Such providers will be subject to appropriate duties of confidentiality and data protection obligations.

Professional Indemnity Insurers and Legal Advisers

Where necessary for the purposes of obtaining advice, dealing with a complaint, actual or potential claim, regulatory matter or professional indemnity insurance issue, we may disclose information relating to your matter to our professional indemnity insurers, insurance brokers, legal advisers, loss adjusters, claims handlers and any lawyers appointed to advise or represent us. Any such disclosure will be limited to information reasonably required for those purposes and will remain subject to duties of confidentiality and applicable data protection legislation.

18. PRIVACY 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 Stephen Forsey as the firm's representative for the purpose of the Data Protection Act 2018 and the General Data Protection Regulations 2018 (and amendments). Our use of your information is subject to

this and other relevant legislation and our duty of confidentiality.

We use your personal data primarily to provide legal services to you, but also for related purposes such as administration, billing and record keeping and to inform you of our services and events that we think may be of interest to you.

Our use of your personal data is subject to your instructions, the UK General Data Protection Regulation (UK GDPR), other relevant UK legislation and our professional duty of confidentiality.

We take your privacy very seriously. Our Privacy policy contains important information on how and why we collect, process and store your personal data. It also explains your rights in relation to your personal data. The Privacy policy is available on our website at amicuslaw.co.uk but please contact us if you would like us to send a copy to you or if you would prefer us to explain our Privacy policy verbally. You will also find the firm's Privacy Notice attached to the Terms of Business.

We may record telephone calls and monitor emails for training, regulatory and compliance purposes.

We use third party service providers (including 'cloud' service providers) to help us deliver efficient, cost-effective legal services. This may include document/information hosting, sharing, transfer, analysis, processing or storage and complaint handling. We ensure all third-party service providers operate under service agreements that are consistent with our legal and professional obligations, including in relation to confidentiality, privacy and data protection. If you instruct us to use an alternative provider for storing, sharing or exchanging documents/information, we are not responsible for the security of the data or the provider's security standards.

We may use your personal data to send you updates (by email, text, telephone or post) about legal developments that might be of interest to you and/or information about our services, including exclusive offers, promotions or new services. You have the right to opt out of receiving promotional communications at any time, by contacting us in person, by telephone or in writing to any of our offices or to info@amicuslaw.co.uk

- *using the 'unsubscribe' link in emails or 'STOP' number in texts*

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.

19. 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.

20. EQUALITY, DIVERSITY AND INCLUSION

Amicus Law 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 Amicus Law 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, Diversity and Inclusion Statement can be found on our website at amicuslaw.co.uk. A copy of the firm's Equality, Diversity and Inclusion Policy is available on request.

21. STORAGE AND RETRIEVAL OF FILES AND 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 16 above.

We store and maintain completed matters files for a minimum of seven years depending upon matter type. Many files are required to be retained for much longer periods of time. At present we hold some client files in paper copy only, some electronically and some as a combination of both. The firm is gradually migrating from using a paper storage facility for files to electronic storage on our case management system following which the paper file will be destroyed.

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.

22. 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. This is known as a lien.

23. CEASING TO ACT FOR YOU

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.

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.

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 Professional Standards, at Amicus Law, Boulevard House, 17 Southernhay West, Exeter, Devon, EX1 1PJ tel: 01392 964930 email: professionalstandards@amicuslaw.co.uk.Your complaint will be investigated, at no cost to you, in accordance with Amicus Law's Complaints Procedure, a copy of which will be provided to you or is available on request.

We may appoint an independent external third party to handle your complaint on our behalf. We will notify you if we do so.

We have eight weeks to consider your complaint. If we have not been able to resolve it for you within a reasonable period of time or if you are unhappy with the way in which your complaint has been handled, you may be able to complain to the Legal Ombudsman. Generally, this applies if you are an individual, a business with fewer than 10 employees and turnover or assets not exceeding a certain threshold, a charity or membership organisation with a net annual income of less than £1m, a trustee of a trust with an asset value of less than £1m, or if you fall within certain other categories (you can find out more from the Legal Ombudsman). The Legal Ombudsman will look at your complaint independently and it will not affect how we handle your matter.

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 6167, Slough, SL10EH. 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 six months of our final response to you and no more than a year from the date of the act or omission being complained about or not more than one year from the date when you should reasonably have known there was a cause for complaint.

Alternative dispute resolution (ADR) 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. We have, however, chosen not to adopt an ADR process. If, therefore, you wish to complain further, you should contact the Legal Ombudsman.

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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. 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.

The Solicitors Regulation Authority can help you if you are concerned about our behaviour. This could be for things like dishonesty, taking or losing your money or treating you unfairly because of your age, a disability or other protected characteristic. You can raise your concerns with the Solicitors Regulation Authority.

25. 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
Privacy Notice

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

We take your privacy very seriously. Please read this privacy policy carefully as it contains important information on how and why we collect, store, use and share your personal data. It also explains your rights in relation to your personal data and what to do if you have a complaint.

This privacy policy does not apply to any third party websites that may have links to our own website, and our services and our website are not aimed specifically at children who will usually be represented by their parents or guardians. If you are a child and you want further information about how we might use your data, please contact us.

Clients of this firm should read this policy alongside our general terms and conditions, which provide further information on confidentiality.

We collect, use and are responsible for certain personal data about you. When we do so we must comply with the UK General Data Protection Regulation (UK GDPR). 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 may hold about you, how we collect it, and how we use and may share information about you. 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. It should also be read alongside the Firm's Terms of Business which provide further information on confidentiality.

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.

The table below explains the ways that we may use your personal data, and which of the reasons we rely on to do so. Please note that the list is intended as guidance and is not exhaustive:

Use of your Personal Data	**Our reason/justification for processing**	**Legitimate Business Interest**
• Opening, progressing, closing, archiving and storing a matter/case file • Providing a service to you • Conducting checks to identify clients and verify identity • Conducting credit reference checks via external credit reference agencies • Undertaking conflict checks to ensure no conflict of interest between us or between you and another client • To screen for financial and other sanctions	Contract Legitimate Interest Legal Obligation	• Fulfilling your instructions (the retainer) • Complying with regulations and the law
• 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	• Keeping accounts systems up-to-date • Complying with SRA Accounts Rules and other regulations • Effective and efficient management of a sustainable business
• To detect, investigate, report, and seek to prevent financial crime. • 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 such as Health and Safety and those issued by our regulator • To respond to complaints and seek to resolve them.	Contract Legitimate Interest Legal Obligation	• 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.
Statistical analysis to help us 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	• 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	• Complying with contractual requirements e.g., for the provision to clients of Public Funding by Public Bodies
To improve efficiency, training and quality control within our business including external audits and quality checks	Legitimate Interest	• 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 enforce legal rights or defend or take legal proceedings	Legitimate Interest Legal Obligation	• 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 share your personal data with members of our group and third parties that will or may take control or ownership of some or all of our business (and professional advisors acting on our or their behalf) in connection with a significant corporate transaction or restructuring, including a merger, acquisition, asset sale or in the event of our insolvency In such cases information will be anonymised where possible and only shared where necessary	Legitimate Interest Legal Obligation	• 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
Direct marketing to you	Legitimate Interest	• 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 •

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 a ‘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, your financial status and information and tax details
Contact Information	Where you live and how to contact you.
Socio-Demographic	This includes details about your work or profession, nationality etc and details of your professional online presence
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	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: • 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;
- External Complaint and Compliance Handlers;
- 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;
- Our insurers and those appointed by them to represent the firm;
- 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.

Following the end of the of the relevant retention period, we will delete or anonymise your personal data.

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.

If you require further and specific information concerning the retention of your data please contact us and we will be happy to provide you with this.

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

Amicus Law (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 you 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 may also have the right to lodge a complaint with the Information Commissioner's Office (the UK data protection regulator also known as the ICO).

The contact details for the ICO are:

Information Commissioner's Office
Wycliffe House
Water Lane
Wilmslow
Cheshire
SK9 5AF

Helpline number: 0303 123 1113

Website: Make a complaint | ICO

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 where-ever 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/