

## TERMS OF BUSINESS

June 2018

**PLEASE NOTE THE LIMITATIONS OF LIABILITY IN PARAGRAPH 11 BELOW.**

### 1 Definitions

In these Terms, unless the context otherwise requires, any reference to:

- (a) **associate** means, in relation to any person, any associate of such person within the meaning of section 435 of the Insolvency Act 1986 and includes any other entity in which any such person or associate has a material economic interest (direct or indirect) and any officer of any such person, associate or entity;
- (b) **including, other** or any similar words is without limitation;
- (c) **partner** or **partners** is to a member or members of Simkins LLP, and the use of these terms shall not connote a partnership for the purposes of the Partnership Act 1890;
- (d) **personnel** means: (i) in relation to us, our partners, employees, consultants, volunteers, agents and/or contractors from time to time; or (ii) in relation to you, your and/or your associates' officers, partners (if relevant), employees, consultants, volunteers, agents and/or contractors from time to time;
- (e) **SRA Code of Conduct** means the Code of Conduct issued by the Solicitors Regulation Authority in 2011 (as such code may be amended, supplemented and/or replaced from time to time);
- (f) **you, your** or **yours** is to the person for whom we are instructed to act in any particular matter, including any associate of such person; and
- (g) **we, us, our** or **ours** is to Simkins LLP and its successors and assignees, including any merged firm and any company or other entity that is owned (legally or beneficially) by Simkins LLP.

### 2 Application and responsibilities

- 2.1 This document sets out our terms of business which, together with our engagement letter and any additional terms expressly agreed in writing, form the terms of engagement that apply to all work that we do for you. The provisions of such letter and any such additional terms shall prevail over our terms of business to the extent of any inconsistency, provided that an omission shall not, by itself, be construed as giving rise to an inconsistency. We review our terms of business from time to time and shall send you revised terms of business as and when appropriate. Your new or continuing instructions will amount to acceptance of such revised terms.
- 2.2 Our responsibilities include advising you on the law, following your instructions, reviewing your matter regularly, and discussing with you whether the potential outcomes justify the expenses and risks involved with your matter.
- 2.3 You need to provide us with clear and timely instructions, the information and documents required for us to do our work, and funds as required.

### 3 Payment terms

- 3.1 Our invoices are payable immediately on presentation. If our invoices are not paid within 30 days, we shall be entitled to charge you interest (which shall be payable by you immediately on our demand) calculated on a daily basis at the annual rate of 2% over the then-current base rate of HSBC Bank plc from the date of delivery of the invoice until the date of payment in full (both dates inclusive). We reserve the right (at our election) to claim interest instead under the Late Payment of Commercial Debts (Interest) Act 1998. If we are asked to advise any of your associates, you shall be liable for the payment of any fees and expenses invoiced to them.
- 3.2 In accordance with the SRA Code of Conduct, you are entitled to complain about any invoice that we submit to you. As with other complaints (see paragraph 16 below), we shall endeavour to resolve any difficulty as quickly as possible. If the matter cannot be resolved between you and your client partner, please contact one of our client care partners, currently Paddy Grafton Green and Paddy Gardiner. You may also have the right to object to our invoices by making a complaint to the Legal Ombudsman (see paragraph 16 below), and/or by applying to the court for an assessment under Part III of the Solicitors Act 1974. Please note that we may be entitled to charge interest on all or part of any invoice that remains unpaid.

### 4 Value added tax and expenses

- 4.1 All of our fees are quoted exclusive of VAT, which shall, where applicable, be charged at the appropriate rate, unless we are satisfied that the supply of legal services to you is zero-rated, exempt or outside the scope of VAT. Our VAT registration number is GB 867078483.
- 4.2 In addition to our fees, we make charges for photocopying, printing, faxes, electronic bank transfers and anti-money-laundering checks (see paragraph 15 below). All of those charges are subject to VAT. A list of our current charges is available on request.
- 4.3 We may also need to incur expenses on your behalf in connection with the work that we do for you, such as court fees, travel costs, courier charges, stamp duty, counsel's fees and expert's costs. Such expenses are known as disbursements, and you shall reimburse us for them. VAT is payable on some, but not all, disbursements. We shall not incur any single disbursement over the value of £1,000 without your prior authorisation.
- 4.4 We shall normally only instruct counsel, foreign lawyers or other professional advisers, or undertake foreign travel or pay stamp duty or other taxes or duties on your behalf, if we have been put in funds by you to pay such disbursements. To the extent that we do not ask to be put in funds, you undertake promptly to indemnify us for all disbursements reasonably incurred by us or agreed with you. If we act in conjunction with any other professional advisers in the United Kingdom or overseas, you shall remain responsible for paying their fees directly and you shall reimburse us if we settle their fees on your behalf.

### 5 Charges in relation to litigation and arbitration

- 5.1 While you are primarily responsible to us for our fees in any litigation or arbitration matter, it may be that a court or arbitrator will order another party to the litigation or arbitration to pay your costs. Even if an order or award for costs is made in your favour, the party ordered to pay those costs may ask the court to adjudicate as to the amount which is to be paid. This process is called **assessment of costs**. In certain circumstances the court may summarily assess costs on the day of the hearing where the hearing lasts for less than one day. Historically, the effect of the assessment system means that no litigant will ever recover all the costs expended by the litigant from the litigant's opponents. In our experience, litigants obtaining an order or award for costs in their favour are likely to recover between 60% and 85% (assuming that the party ordered to pay those costs has the funds to meet that

liability). The result is that successful parties in litigation or arbitration shall be out-of-pocket for some costs.

- 5.2 For the avoidance of doubt, you are liable to pay our fees in full even if a court or arbitrator has made an order or award that another party pay a lesser amount in relation to those costs or, where no order has been made, the court may have awarded a lesser amount. Despite any order or award for costs made in your favour, you remain liable to pay our invoices in accordance with our terms of engagement.

### 6 Money on account

Monies received by us for your account shall be placed on deposit through our client account. Following despatch of an invoice to you, we shall be entitled to apply all or part of this account (including interest) from time to time in payment of our fees, charges and disbursements and to account to you for any balance. We reserve the right at any time to ask for funds or additional funds to be placed on account with us to secure the payment of our fees and expenses. Monies held for you shall be placed with reputable bankers in England. Our bank is currently HSBC Bank plc. We shall not be responsible for any loss arising out of any default on the part of our bankers. We have the right to decline to act or to terminate our services with immediate effect if payment of the amount requested on account is not made.

### 7 Interest on funds that we hold for you

We shall normally credit you with interest on any funds that we hold in our client account on your behalf. Our policy on payment of interest is as follows:

- (a) Interest will accrue at the rate payable by our bank on business instant-access deposits. This may be significantly less than the rate at which you could otherwise have invested the money.
- (b) We shall credit you with interest if the amount of interest involved is more than £20 in any quarter.
- (c) If we hold sums of money for you in relation to different matters, we shall normally treat the money relating to each of the different matters separately.
- (d) We shall not account for interest on money held in our euro or dollar client accounts.
- (e) We shall at your written request place any sum in excess of £100,000 likely to be held for you for more than 10 working days in a designated money-market deposit account, and we shall account to you for all interest earned. You should note that if you ask us to break the terms of any such deposit (i.e. if you require access to the money earlier than maturity of the deposit period), the penalty charge levied by our bank may exceed the interest earned on the money deposited.

### 8 Confidentiality, data protection and copyright

- 8.1 Except under compulsion of law or the SRA Code of Conduct, we shall keep your affairs confidential and shall not without your express or implied consent disclose to any third party the fact that we are advising you or the matters on which we are advising you or the content of our advice. We may, however: (a) disclose details of any matter in which you have instructed us to our auditors (who are also bound by duty of confidentiality) as part of our annual audit and/or to our insurers for the purposes of making any relevant claim or discussing with them any claim that you may make against us; and (b) disclose to legal directories and otherwise in connection with the marketing of our services that you are a client of the firm. You may disclose our identity to any third party, but you shall not, without our prior written consent, use our name in any document intended to have legal effect or represent that we have agreed to its issue.

- 8.2 In the course of acting for you, we may collect, hold and process personal data about you and/or your personnel (which may include special or otherwise sensitive categories of personal data). In doing so, we shall comply with applicable data-protection and/or privacy laws and regulations. We explain our policies and practices for processing client-related personal data in our Privacy Notice to Clients, which is appended to these Terms. By instructing us to act, you acknowledge receipt of our Privacy Notice to Clients, both for yourself and on behalf of your personnel, and you agree to bring such notice to the attention of any personnel whose personal data may be provided to us in the course of acting for you.

- 8.3 You shall be entitled to use and copy all documentation created by us for you in connection with the work that we undertake for you, but all copyright and other intellectual property rights in such documentation shall remain our property. We shall be free to use any such documentation to form the basis of any other work that we do and to use our intellectual property to give any advice to other clients. This paragraph shall not affect our duty of confidentiality to you.

- 8.4 For legal advice privilege for clients that are companies or organisations, our client shall include any person who at a particular point in time reasonably appears to us to be authorised to communicate with us.

### 9 Storage of documents

After completing work for you, we are ordinarily entitled to keep all your documents and papers (**documents**) while money is owing to us. We shall, either within our offices or at a specialist off-site storage provider, keep our file of documents (except for any of your documents that you ask to be returned to you) for at least six years after sending you our final invoice and on the understanding that we have your authority to destroy the file at any time after the expiry of such period (including any documents that are your property). We shall not destroy any documents that we agree, following your written request, to deposit in safe custody, but we may at our discretion return such documents to you or otherwise dispose of them as you may reasonably direct.

### 10 Reliance

- 10.1 Our advice is given exclusively for the purpose of the matter on which we are advising you and is for your benefit and may not, without our prior written consent, be used for any other purpose, nor disclosed or distributed to any person, except to your other advisers (who may not rely on such advice) or to such extent as may be required by law.
- 10.2 We advise only on the laws of England and Wales. If you require advice on the laws of other jurisdictions, we shall, with your prior agreement, instruct lawyers who advise on those laws to give that advice.
- 10.3 If you ask us to instruct or liaise with any third party on your behalf, then: (a) unless otherwise expressly agreed with you, such third party will be acting on your behalf and not as our agent; (b) in any event, we are not responsible or liable for any advice or other services provided to or for you by any such third party; and (c) we may disclose to such third party any documents or other material (whether or

- not privileged and/or confidential to you) that may in our view be relevant to assist such third party in advising you.
- 10.4 Our advice is given to you on the basis of laws and facts as at the date of our advice. Unless otherwise specifically agreed in writing, we shall not be required to update our advice to take account of changes in such laws or facts after that date.
- 11 Professional liability, limitations of liability and insurance**
- 11.1 In this paragraph 11: **Losses** means losses, damages, liabilities, costs and/or expenses of any kind; **Relevant Persons** means you, each of your associates from time to time and any person(s) for whom you and/or any of your associates may, on any basis, be acting as agent in relation to the subject-matter of our engagement; and each reference to **our engagement** means our engagement in respect of each particular matter on which you instruct us to advise and includes any services provided by or for us under such engagement.
- 11.2 We shall perform our engagement with reasonable care and skill, and shall be liable to you for Losses caused by our negligence or default, subject to the following provisions.
- 11.3 You accept and agree (both on your own account and on behalf of any and all other Relevant Persons) as follows:
- We shall not be liable if Losses are due to the provision of false, misleading or incomplete information or documentation, or due to any acts or omissions of any person other than any of our personnel.
  - We shall not be liable for any indirect, special or consequential loss or damage that arises out of or in connection with our engagement by you (whether for costs, expenses or any other claims for consequential compensation, however caused).
  - Our maximum liability to the Relevant Persons (however arising, including as a result of breach of contract or negligence on our part and/or on the part of any of our personnel) for any Losses suffered or incurred by the Relevant Persons and arising out of or in connection with our engagement shall (unless we specifically agree otherwise in writing signed by us) be limited in total to £3 million.
  - Without prejudice to paragraph 11.6 below, we shall not be liable to the Relevant Persons for any error, omission or other negligence on our part and/or on the part of any of our personnel to the extent that the Relevant Persons are entitled to make any recovery in respect of the same matter, fact or circumstance from any other person(s). If we are liable to any Relevant Persons under our engagement for any Losses to which any other person(s) shall also have contributed, our liability to the Relevant Persons shall be several, not joint, with such other person(s), and shall be limited to our fair share of those total Losses, based on our contribution to such Losses relative to the contributions due from such other person(s).
  - In the event of any claim, action or proceedings of any kind (whether for negligence or otherwise) (**Claim**) against us, our liability to the Relevant Persons shall not be affected in any way as a result of: (i) any exclusion(s) and/or limitation(s) of liability that may at any time have been agreed by any one or more of the Relevant Persons with any other person(s); (ii) any inability on part of the Relevant Persons to recover from such other person(s); and/or (iii) any settlement of or difficulty in enforcing any Claim, or the death, incapacity, dissolution or insolvency of any such other person(s) or their ceasing to be liable for any Losses (or any part of any Losses).
  - No Claim may be made against us in connection with our engagement after the third anniversary of the first act or omission alleged to have given rise to the Claim.
  - The limitations of liability in this paragraph 11.3 are subject to paragraph 11.5 below, and are without prejudice to the generality of the other limitations and exclusions of liability set out in these Terms.
- 11.4 Nothing in this paragraph 11 shall impose on us any liability additional (in amount or nature) to that which we would have if this paragraph 11 were not present. Furthermore, the presence of this paragraph 11 shall not preclude any defence that we would have if this paragraph 11 were not present.
- 11.5 Nothing in our terms of engagement shall exclude, restrict (or prevent any suit in respect of) any liability to the extent arising from fraud or reckless disregard of professional obligations or other liabilities that cannot be limited or excluded under law or under the rules of any regulatory body having jurisdiction over us and/or over any of our relevant personnel.
- 11.6 Any advice given to, or other work done for, you by any of our personnel shall be given by such personnel on our behalf and not in his or her individual capacity, and no such personnel shall have any personal responsibility to you for that advice or other work. If, as a matter of law, a duty of care would otherwise be owed to you by any of our personnel, such duty is hereby excluded, and you shall not bring any action against any of our personnel in connection with our engagement.
- 11.7 Any one or more of our personnel (either individually or collectively) may enforce the provisions of this paragraph 11 against you under the Contracts (Rights of Third Parties) Act 1999. The consent of our personnel is not necessary for any variation (including any release or compromise in whole or in part of any liability) or termination of any such provisions.
- 11.8 We maintain professional indemnity insurance cover in accordance with the Solicitors' Indemnity Insurance Rules, as set out by the Solicitors Regulation Authority. Minimum mandatory cover is provided by Underwriters at Lloyds' (Syndicate 1955), care of Libra Managers, Regis House, 45 King William Street, London EC4R 9AS. Our professional indemnity insurance covers all territories.
- 12 Electronic communication**
- In the course of dealing with your matters, we may communicate with you and others by email (including sending you invoices by email), unless you notify us that you do not wish us to do so. There are risks in sending information electronically (including the security risks of interception, unauthorised access and viruses and the imposition of firewalls and automatic spam filters). Accordingly, neither we nor our personnel shall be liable for any unauthorised interception, use or disclosure, or error, loss, damage or omission or failure in communication, arising from or in connection with your and/or our electronic communication of information or our reliance on information received by email, except in the case of our wilful default or dishonesty.
- 13 Investment business**
- 13.1 We are not authorised by the Financial Conduct Authority. As a result, we can only provide certain limited services relating to regulated investment activities where these are closely linked with the legal work that we are providing to you. We shall therefore assume that you have made the decision to enter into any transaction on which we are advising on the basis of your own evaluation and such investment, financial or commercial advice as you have taken or may decide to take. Nothing that we may write, say or do should be taken as advice on the merits of any investment activity (whether under the Financial Services and Markets Act 2000 or otherwise). Further, it is not part of our role to communicate any invitation or inducement to engage in any investment activity either to you or on your behalf, and nothing that we may write, say or do should be taken as such an invitation or
- inducement. You are solely responsible for any decision that you take to negotiate or enter into any proposed transaction in investments and should do so based on your own assessment of its merits and risks. If you are in doubt over any of these matters, you should seek advice from an appropriately qualified financial adviser.
- 13.2 Despite paragraph 13.1, we are included on the register maintained by the Financial Conduct Authority so that we can carry on insurance mediation activity, which is broadly advising on, selling and administering 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 is accessible via the Financial Conduct Authority website at <http://www.fca.org.uk/register>.
- 13.3 The Solicitors Regulation Authority is a designated professional body for the purposes of the Financial Services and Markets Act 2000, and is also the independent regulatory body for solicitors (including for complaints handling). The Legal Ombudsman is the independent complaints-handling body for complaints made by individuals and certain other small organisations against solicitors.
- 14 Insider list**
- You must tell us if you need us to keep an insider list in line with your responsibilities under the Market Abuse Directive (2003/6/EC) or equivalent conditions. Any list that we give you will contain confidential information, so you must keep this confidential and use it only for the purpose of complying with your market abuse responsibilities.
- 15 Money laundering**
- 15.1 In order to comply with the laws on money laundering and terrorist financing, we are required to take steps to verify the identity of all clients, understand who owns and controls any client that is not an individual (and, where appropriate, identify such persons), and obtain information on the purpose and intended nature of our clients' instructions. We therefore operate a money laundering compliance procedure that, among other things, requires us (a) to ask you for certain identification documents both at the beginning of your relationship with us and periodically during the course of our relationship and (b) to ask questions relating to the purpose and intended nature of your instructions.
- 15.2 We reserve the right to carry out third-party checks (including online searches) on your identity (for which we make an administrative charge) and otherwise to verify through third-party sources any information that you give to us. By instructing us, you consent to our carrying out such checks.
- 15.3 Any personal data we receive from you for the purposes of our money laundering compliance procedure will be processed only for the purposes of preventing money laundering and terrorist financing, or as otherwise permitted by law or with your consent. You consent to us retaining such data for longer than the five year statutory period, unless you tell us otherwise. Please see our Privacy Notice at the end of these Terms of Business for more information on how we hold your data.
- 15.4 If we know or suspect that you are involved in money laundering or terrorist financing, we shall (as we are obliged to do by law) make an immediate and confidential disclosure to the appropriate authorities, and we shall not be able to inform you that such a disclosure has been made. In such circumstances, we may have to stop working on your matter for a period of time and may not be able to tell you why. We may also refuse any request to return files or documents. We shall have no liability for any delay or failure to carry out your instructions in such circumstances.
- 16 Any concerns**
- 16.1 If you are not happy with our service or any invoice issued by us, we hope to be able to resolve the matter to your satisfaction. Details of our complaints procedure are available on request. If the matter cannot be resolved between you and your client partner, please contact one of our client care partners, currently Paddy Grafton Green and Paddy Gardiner.
- 16.2 If you are not satisfied with our handling of your complaint, you may be able to ask the Legal Ombudsman (address: PO Box 6806, Wolverhampton WV1 9WJ; website: [www.legalombudsman.org.uk](http://www.legalombudsman.org.uk); telephone: 0300 555 0333) to consider it.
- 16.3 Please note that the Legal Ombudsman service can be used by individuals, charities, clubs and trusts, but not by businesses, unless below certain size limits.
- 16.4 You will normally need to bring a complaint to the Legal Ombudsman within six months after receiving a final response from us about your complaint and within 12 months after the act or omission complained of.
- 16.5 As well as your right to complain about any of our invoices under our complaints procedure, you can also apply for the invoice to be assessed by the court under Part III of the Solicitors Act 1974, in which case the Legal Ombudsman may not consider your complaint.
- 16.6 We are regulated by the Solicitors Regulation Authority (**SRA**) and so are subject to the provisions of the SRA Code of Conduct and the SRA Handbook. Copies can be obtained from the SRA website at <http://www.sra.org.uk>.
- 17 Termination**
- 17.1 You may terminate our engagement at any time by letting us know.
- 17.2 We may cease to act as your solicitors if: (a) we are required to do so by law or by the SRA Code of Conduct; and/or (b) any of our invoices is not paid within 30 days of being rendered, or we consider that payment of our fees and expenses may be at risk, or for any other good reason, provided that we give you reasonable notice where appropriate.
- 17.3 Termination of our engagement shall not affect any then-accrued rights, obligations or remedies of either party, nor any provision of our terms of engagement that is expressly or by implication intended to come into or continue in force on or after such termination, including this paragraph 17.3.
- 18 Invalidity**
- If any provision of our terms of engagement is or becomes illegal, invalid or unenforceable in any respect, the legality, validity or enforceability of any other provision of our terms of engagement shall not be affected.
- 19 Minimum legal and regulatory requirements**
- If at any time our terms of engagement do not comply with the minimum requirements prescribed by the Solicitors Regulation Authority or otherwise prescribed under English law, those minimum requirements shall apply despite any provision of our terms of engagement.
- 20 Governing law and jurisdiction**
- Our terms of engagement and any related dispute or claim (contractual or non-contractual) shall be governed by, and construed in accordance with, English law. Each of you and us irrevocably submits for all purposes in connection with our terms of engagement (including any such dispute or claim) to the exclusive jurisdiction of the English courts, although any judgment obtained may be enforced in any other jurisdiction.

## APPENDIX – PRIVACY NOTICE TO CLIENTS

This Privacy Notice explains how, in the course of acting for you, we may collect, hold and process personal data about you and your personnel (as such terms are defined in paragraph 1 of our Terms of Business).

For the sake of brevity, references below to “you” or “your” are to each person who is a subject of such personal data.

To understand how we may use your information, it is important that you read this policy – along with any other privacy notices we may provide on specific occasions when collecting personal information about you.

### 1 Important information

#### Our status as a data controller

We are responsible for protecting personal information that we collect about you, and we act as a data controller when we use such information. Your “personal information” or “personal data” means any information about you from which you can be identified.

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

#### Contact details

If you have any queries about this policy, including any requests to exercise your legal rights in relation to your personal data, then please contact us at:

Email address: [dataprotection@simkins.com](mailto:dataprotection@simkins.com)

Postal address: Data Protection Team, Simkins LLP, Lynton House, 7-12 Tavistock Square, London WC1H 9LT, United Kingdom

### 2 Information we may collect about you

During the course of acting for you, we may collect personal information about you in the following circumstances:

- *When you submit information to us* – including by email or post, or by speaking to our staff over the phone or in person. The information we collect may include:
  - your name, address, email address, phone number and/or other contact details;
  - copies of any proof of identity and proof of address that we are required to obtain from you (such as your passport or driving licence and a bank statement or utility bill); and/or
  - any other personal information that you choose to provide to us.
- *When we receive your information from other sources* – including from other professional advisers or from publicly available sources of information.

We seek to keep your personal information correct and up-to-date, so please let us know if you believe that any information we hold about you should be corrected or updated.

### 3 How and why we may use your personal information

However we use your personal data, we make sure that our use complies with lawful bases for using or otherwise processing your personal data. We may rely on one or more of those bases when we process your personal data, and we explain those below.

#### Purposes and lawful bases for processing

We may use your information for the following purposes and reasons:

- When we provide you with our professional advice (or are preparing to provide you with such advice).  
*Legal basis: necessary for the performance of the contract that we have entered into with you (or are taking steps to enter into with you).*
- For our legal or regulatory compliance procedures (including the procedures set out at paragraphs 8.1(a) and 15 of our Terms of Business).  
*Legal basis: necessary for compliance with a legal obligation.*
- For our internal administration and management procedures.  
*Legal basis: our legitimate interests (in making sure that our legal practice is effectively managed).*
- If we contact you to let you know about our services, events or legal updates (which you can opt out of at any time by contacting us – see section 1 above).  
*Legal basis: our legitimate interests (in marketing our services and staying in touch with our clients, but if you opt out, we will respect your request).*
- If we disclose that you are a client of the firm in connection with the marketing of our services (in accordance with paragraph 8.1(b) of our Terms of Business).  
*Legal basis: our legitimate interests (in marketing our services and developing our business).*

Please do not provide us with any personal information if you do not want that information to be used by us in this way.

#### Special data

We do not generally seek to collect any “special categories” of personal data about you: that would include details about your race or ethnicity, religious or philosophical beliefs, sex life, sexual orientation, political opinions, trade union membership, information about your health and genetic and biometric data. Nor do we seek to collect any information about criminal convictions and offences.

To the extent that you provide us with any special categories of personal data about you (or any details of criminal convictions or offences), then we process that information with your explicit consent, which you give to us by providing that information to us, for (a) the purpose for which you have voluntarily provided such information and (b) any purpose that is reasonably compatible with such purpose. You may withdraw that consent at any time by contacting us (see section 1 above).

Please note that we might have other legal grounds for processing such special data, such as if those data have been manifestly made public by you, but we will not process such data without such a lawful reason. If, however, we do not have such another lawful reason but we still need to process such special data in order to provide our advice, please note that our ability to provide such advice may be limited in that respect.

#### Children

If we need to collect any personal data relating to children in the course of our professional advice, we may make special arrangements to do so by providing a specific privacy notice and we shall, where required, seek consent for processing from the child’s parent or legal guardian.

#### If you fail to provide data

Where we need to collect personal data by law, or under the terms of a contract that we have with you and you fail to provide that data when requested, we may not be able to perform the contract that we have or are trying to enter into with you. If so, we shall notify you if that is the case at the time.

#### Change of purpose

We shall only use your personal data for the purposes for which we collected the data, unless we reasonably consider that we need to use such data for another reason and that reason is compatible with the original purpose. If you would like to get an explanation of how the processing for the new purpose is compatible with the original purpose, please contact us (see section 1 above).

If we need to use your personal data for an unrelated purpose, we shall notify you and we will explain the legal basis on which we intend to rely. Please note that we may process your personal data without your knowledge or consent, in compliance with the above rules, if and to the extent that this is required or permitted by law.

### 4 Disclosure of your information

We may disclose your personal information to certain third parties, but only in the following limited circumstances:

- where we use third-party service providers that process information on our behalf to help us fulfil our contractual obligations and operate our business (such as IT and communication service providers, and transcription and photocopying services);
- where that sharing is required as part of our legal services to you, including with other professional advisers acting in connection with your matter (such as expert witnesses and barristers) or, where appropriate, advisers appointed by another party to your matter and/or other relevant third parties (such as relevant courts and court staff and, where appropriate for non-contentious matters, relevant counterparties to a transaction on which we are advising);
- where we are under a legal or regulatory obligation to disclose your personal information (e.g. to HMRC, regulators or other authorities);
- to our professional advisers, including bankers, accountants and insurers, who are usually based in the UK and provide their respective professional services to us;
- if our business or assets are in the future sold, transferred or merged to or with a third party, in which case the new owners may use your personal information in a manner compatible with that set out in this notice; and/or
- to other third parties, if we have obtained your consent to do so.

### 5 International transfers

We may transfer your personal information outside the European Economic Area (EEA) where the transfer is necessary for (a) the performance of our contract with you (or for implementing pre-contractual measures taken at your request) or (b) the conclusion or

performance of a contract concluded in your interest between us and a third party or (c) another lawful condition (such as the establishment, exercise or defence of legal claims).

We do not otherwise typically transfer your personal information to locations outside the EEA. To the extent that we do so, we will strive to ensure that a similar degree of protection is afforded to such information by ensuring that at least one of the following safeguards is implemented:

- transferring your personal information to a country, organisation or sector that has, at the time of transfer, been deemed to provide an adequate level of protection for personal information by the European Commission;
- using specific forms of contract approved by the European Commission that give personal information the same protection it has within Europe; and/or
- transferring information to a provider based in the US if such provider is part of the Privacy Shield, which requires it to provide similar protection to personal information shared between Europe and the US.

For further details of such safeguards, please see the European Commission's website.

Please contact us (see section 1 above) if you would like further information on any specific mechanism used by us when transferring your personal information outside the EEA.

## **6 Data security**

We have put in place appropriate security measures to prevent your personal information from being accidentally lost, used or accessed in an unauthorised way, altered or disclosed. In addition, we limit access to your personal information to those employees, agents, contractors and other third parties that have a business need to know. They will only process your personal information on our instructions, and they are subject to a duty of confidentiality.

We have put in place procedures to deal with any suspected personal information breach and will notify you and any applicable regulator of a breach where we are legally required to do so.

## **7 Data retention**

We will only retain your personal information for as long as necessary to fulfil the purposes for which we collected such information (or for any compatible purpose), including for the purposes of satisfying any legal, accounting or reporting requirements.

In some circumstances you can ask us to delete your personal information: please see section 8 below.

## **8 Your legal rights**

Under certain circumstances, you have the following rights under data protection laws in relation to your personal information:

- right of access to your personal information;
- right to rectification of your personal information;
- right to erasure of your personal information;
- right to restriction of processing of your personal information;
- right to portability of your personal information;
- right to object to processing of your personal information;
- right not to be subject to automated decision-making (including profiling); and
- right to withdraw consent to processing of your personal information.

To find out more about these rights, please visit the ICO's website ([www.ico.org.uk](http://www.ico.org.uk)).

If you wish to exercise any of those rights, please contact us.

You will not have to pay a fee to access your personal data (or to exercise any of the other rights). We may, however, charge a reasonable fee if your request is clearly unfounded, repetitive or excessive. Alternatively, we may refuse to comply with your request in those circumstances.

We may need to request specific information from you to help us confirm your identity and to ensure your right to access your personal data (or to exercise any of your other rights). This is a security measure to ensure that personal data are not disclosed to any person that has no right to receive such data. We may also contact you to ask you for further information in relation to your request to speed up our response.

We try to respond to all legitimate requests within one month. Occasionally it may take us longer than a month if your request is particularly complex or you have made a number of requests. In this case, we shall notify you and keep you updated.

We require all third parties to respect the security of your personal information and to treat it in accordance with the law.

## **9 Cookies**

If you contact us through our website, please note our policy on cookies, as set out in our Privacy & Cookies Policy, which is posted on the site.

## **10 Changes to this notice**

We reserve the right to change this notice from time to time, in which case we shall provide you with our revised privacy notice.

**Last modified:** 6 June 2018