



Terms of Business

Why should you read these Terms of Business?

These Terms of Business are important because they explain 3 things:

- 1 Your rights once a retainer between us has been established;
- 2 The limits on our liability to you and the extent of the duties that we owe to you; and
- 3 Certain important rules that apply to both of us.

Your continuing instructions in this matter will amount to your acceptance of these Terms of Business. In these Terms of Business "*We*" "*Our*" and "*us*" is a reference to Healdlaw Limited and "*Heald*" and "*Chandler Ray*" mean Healdlaw Limited.

If anything in these Terms of Business is unclear please contact us.
Thank you.

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1. OUR PROMISE TO YOU

- 1.1. We are delighted that you have instructed us. In this clause we set out our responsibilities to you.
- 1.2. We promise to:
 - 1.2.1. treat you fairly and with respect;
 - 1.2.2. communicate with you in plain language;
 - 1.2.3. handle your matter in accordance with the professional standards of the Solicitors' profession;
 - 1.2.4. review your matter regularly;
 - 1.2.5. advise you of any changes in the law that affect your matter whilst we are working on your matter; and
 - 1.2.6. advise you of any reasonably foreseeable circumstances and risks that could affect the outcome of your matter.

2. OUR SERVICE LEVEL PROMISE

- 2.1. We will update you with progress on your matter regularly or following agreed events.
- 2.2. We will explain to you the legal work required as your matter progresses.
- 2.3. We will update you on the likely timescales for each stage of this matter and any important changes in those estimates. Whenever there is a material change in circumstances associated with your matter, we will update you on whether the likely outcomes still justify the likely costs and risks.
- 2.4. We will update you on the costs of your matter at the intervals set out in our letter confirming your instructions. If appropriate, we will continue to review whether there are alternative methods by which your matter can be funded.
- 2.5. Our normal business hours are between 9.00am and 5.30pm from Monday to Friday at our Milton Keynes branch and 9.00am and 5.00pm at our Buckingham branch. We can arrange appointments outside these hours on request. We are closed on Bank Holidays and between Christmas Eve and the first weekday following New Year's Day.

3. YOUR RESPONSIBILITIES

- 3.1. You agree to:
 - 3.1.1. provide us with clear, timely and accurate instructions;
 - 3.1.2. provide all documentation and information that we reasonably request in a timely manner; and
 - 3.1.3. safeguard any documents that may be required for your matter, including documents that you may have to disclose to another party.

4. WE ARE PROUD TO BE REGULATED

- 4.1. Healdlaw Limited (Company number 07445422) is authorised and regulated by the Solicitors Regulation Authority, The Cube, 199 Wharfside Street, Birmingham, B1 1RN (the SRA) with regulation number 8005391. "Heald" "Heald Solicitors" "Chandler Ray Solicitors" and "Chandler Ray" are trading styles of Healdlaw Limited.
- 4.2. We are governed by 7 Principles and a Code of Conduct for Firms and a Code of Conduct for Solicitors. These principles and codes of conduct can be accessed on the SRA's website (www.sra.org.uk) or by calling 0370 606 2555.

5. YOUR IDENTITY AND THE PREVENTION OF MONEY LAUNDERING

- 5.1. We are required by law to verify the identity of our clients and, sometimes, people related to them. This is because solicitors who deal with money and property on behalf of their clients can be used by criminals wanting to launder money. The requirement to identify our client includes identifying beneficial ownership for example to a trust fund or the beneficial ownership of interests in companies or other entities which have separate legal identity. This is referred to as “ultimate beneficial ownership” (sometimes abbreviated to “ubo”).
- 5.2. To comply with the law therefore, we need to obtain evidence of your identity and verify it before we open your file or do any work for you. This is explained in our letter confirming your instructions. In some cases we will need additional information where we judge that there is enhanced risk. We may charge you for carrying out these checks. Any personal data we receive from you for the purpose of preventing money laundering or terrorist financing will be used only for that purpose or:
 - 5.2.1. with your consent (for example acting for you in a matter where we are instructed by you or otherwise permitted under these Terms of Business); or
 - 5.2.2. as permitted by or under another enactment.
- 5.3. We are professionally and legally obliged to keep your affairs confidential. However, solicitors may be required by statute to make a disclosure to the National Crime Agency (NCA) where they know or suspect that a transaction may involve money laundering or terrorist 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 that we have stopped.
- 5.4. We must also identify the source of funds for any transaction where we act for our clients in that transaction. This is explained in more detail in clause 18 below.
- 5.5. In clause 10 below we also explain our enhanced obligations to banks in relation to your identity, source of funds and beneficial ownership.
- 5.6. Subject to ‘Limit of our Liability’ (in clause 8 below), we shall not be liable for any loss arising from or connected with our compliance with any statutory obligation which we may have, or reasonably believe we may have, to report matters to the relevant authorities under the provisions of the money laundering and/or terrorist financing legislation.

6. THE IDENTITY OF OTHER PARTIES

- 6.1. We do not guarantee to you that the other party in your matter is who they say they are. Case law has established that solicitors’ duties do not ordinarily include verifying, or seeking assurances from others about the identity or bona fides of any other party involved in your transaction. Our fee estimate does not allow for such work, and we do not give you any assurance that a party is who they claim to be or that they will have the means to fulfil their obligations to you.
- 6.2. We will establish at the outset that a law firm which tells us that it represents another party to your transaction is listed on the available website of the Law Society or the Society of Licensed Conveyancers as appropriate.
- 6.3. Our duty regarding the use of your money will be fulfilled if we pay your money to that law firm in exchange for the requisite documentation held out by the firm to be executed by its client.
- 6.4. We will only investigate another party’s identity or financial position if you specifically ask us to do so, and we agree with you both the specific steps we are to take and the basis on which we will charge for that work. Please contact us if you would like to discuss this.

7. LIMITS TO OUR DUTIES

- 7.1. We will not provide advice on tax or advice concerning the commercial efficacy of the proposed transaction or the steps you wish to take. You should seek specialist advice from an appropriately qualified and experienced tax consultant or accountant. If you wish us to give you advice on the tax aspects of a transaction or wish us to assist you in obtaining such advice please let us know as soon as possible so we can discuss the manner in which this can be dealt with.
- 7.2. We will have no liability to you for any delay or any failure in performance under our client agreement to the extent that this results from an event or events beyond our reasonable control including as a consequence of measures or restrictions imposed by governmental authority due to any pandemic or other health emergency. We agree to notify you promptly if the event or events cause a delay or failure in our performance and also when the event or events have stopped.

8. LIMIT OF OUR LIABILITY

- 8.1. Our maximum aggregate liability to you in this matter will be £3,000,000 including interest and costs unless we expressly state a different figure in our letter confirming your instructions.
- 8.2. We will not in any circumstances be liable for:
 - 8.2.1. losses that were not reasonably foreseeable to you and us when this contract was formed;
 - 8.2.2. losses not caused by any breach on the part of Healdlaw Limited;
 - 8.2.3. losses deriving from your employment or business or trade such as loss of income or profit;
 - 8.2.4. loss of an opportunity or loss of business.
- 8.3. Healdlaw Limited is a limited liability company. This means that Healdlaw Limited's directors and shareholders are not personally liable for any acts or omissions by Healdlaw Limited. This does not limit or exclude the liability of Healdlaw Limited Limited for the acts or omissions of its directors or employees. A director of Healdlaw Limited may be referred to as a "partner".
- 8.4. No director, shareholder, consultant or employee of Healdlaw Limited takes any individual personal legal responsibility for anything that they do while working for Healdlaw Limited and therefore no assumption of individual or personal responsibility shall be attributed to any director, shareholder, consultant or employee of Healdlaw Limited and none is accepted. Any legal responsibility or liability for anything done by a director, shareholder, employee or consultant of Healdlaw Limited is that of Healdlaw Limited only. You agree not to make any claim against a director, shareholder, employee or consultant of Healdlaw Limited in their individual capacity for anything they have done or omitted to do in the course of working for Healdlaw Limited.
- 8.5. We can only limit our liability to the extent the law allows. In particular, we cannot and do not limit our liability for death or personal injury caused by negligence.
- 8.6. Please ask if you would like us to explain any of the terms above.

9. PROFESSIONAL INDEMNITY INSURANCE

- 9.1. We have professional indemnity insurance giving cover for claims against Healdlaw Limited. 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.
- 9.2. To comply with our regulatory obligations and the terms of our professional indemnity insurance, we may disclose relevant documents and information to insurers, brokers and

insurance advisers on a confidential basis. This could include details of any circumstances arising from our work for you that might give rise to a claim against us. You consent to such disclosure by us even if the documents and information in question are confidential and/or subject to legal professional privilege.

10. BANKING

- 10.1. Please note that we are forbidden to provide banking facilities. We can only hold your money for the strict purpose of your retainer.
- 10.2. We will hold your money (this is called “*client money*”) only with banks which are regulated by the Financial Conduct Authority (FCA). Our current bankers are Santander UK Plc and Metro Bank Plc. We are not liable for any losses you suffer as a result of any such banking institution being unable to repay depositors in full. You may, however, be protected by the Financial Services Compensation Scheme (FSCS).
- 10.3. The FSCS is the UK’s statutory fund of last resort for customers of banking institutions. The FSCS can pay compensation up to £85,000 if a banking institution is unable, or likely to be unable, to pay claims against it.
- 10.4. The limit is £85,000 per banking institution. If you hold other personal money in the same banking institution as our client accounts, the limit remains £85,000 in total.
- 10.5. Some banking institutions have several brands. The compensation limit is £85,000 per institution, not per brand. You should check with your banking institution, the FCA or a financial advisor for more information.
- 10.6. The FSCS also provides up to £1m 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.
- 10.7. 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 your necessary details to the FSCS.
- 10.8. Our banks allow us to operate a general client account without us routinely having to demonstrate to the bank the identity of each and every one of our clients. However, the banks now reserve the right to make us disclose to them the steps we took to “know our client” including disclosing to the bank the identification information that you will have provided to us at the start of your matter (see clause 5 above) together with any updated information, the source of your wealth, your source of funds and ultimate beneficial ownership (including clients with separate legal identity such as a company or trust). This obligation on us is a condition of being allowed to operate a general client account which we believe is beneficial for our clients. The bank also reserves the right to carry out their own checks on the data that we have provided. You agree for us to make these disclosures to the bank if the bank requests this information. This is in addition to any duties that we owe to the NCA (see clause 5.3 above).

11. STORAGE AND RETRIEVAL OF FILES

- 11.1. After completing our work for you we will be entitled to retain your file while there is still money owed to us for fees and expenses.
- 11.2. We no longer create paper files although some documents will be in paper form such as original evidence or letters received. Once your file is closed we will electronically store your file for up to 16 years and any remaining papers will be destroyed apart from original

documents which we will return to you or store in safe custody if you wish us to. We do not currently charge for this storage in safe custody, e.g. wills and title deeds. In the case of work relating to wills, we will store your file for 100 years (based on the life of the testator and any potential beneficiary). If you wish, we can arrange for your will to be listed with the National Will Register (sometimes referred to as "Certainty"). We charge a fee for this service.

- 11.3. We store electronic copies of client files on the understanding that we can destroy them 16 years after the date of the final bill. We will not destroy documents you ask us to deposit in safe custody.
- 11.4. If you wish to have a copy of your file (provided you have paid our fees and expenses) or if we retrieve the electronic copy of your file from storage we will not charge for the retrieval. Please note that the file will be in electronic form and we will not print your file.
- 11.5. If we give you a copy of your file or retrieve your file from storage we may charge you for:
 - 11.5.1. consideration of your file, correspondence with you or others, or other work necessary to comply with your instructions in relation to your file; and
 - 11.5.2. printing paper copies of your file if you insist on a paper copy.

12. OUTSOURCING

- 12.1. Sometimes we ask other companies or people to create specialist documents such as large format plans, court bundles or to do typing outside the office or provide other support services. We only do this where it is helpful to your matter and where it is cost-effective to do so. We will always seek a confidentiality agreement with these outsourced providers. If you do not want your file to be outsourced, please tell us as soon as possible.
- 12.2. We outsource our legal services in the field of employment law to Altor Solicitors from whom we receive a fee share of 15% of the fees that they charge. Altor is a solicitors practice regulated by the SRA.

13. EXTERNAL AUDITING AND DUE DILIGENCE

- 13.1. Our regulator the SRA is empowered to conduct checks and reviews on our client files and our business processes to ensure that we are complying with the Code of Conduct and applicable rules of law.
- 13.2. External firms or organisations apart from 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. It is a specific requirement imposed by us that these external firms or organisations fully maintain confidentiality in relation to any files and papers which are audited or quality checked.
- 13.3. 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. In this case we will again impose confidentiality requirements on those carrying out due diligence.

14. TERMINATING YOUR INSTRUCTIONS

- 14.1. You may end your instructions at any time by giving us notice in writing. We can keep all your papers and documents while our charges or disbursements are outstanding.
- 14.2. We will only stop acting for you if we have good reason and we must give you reasonable notice.

- 14.3. If you or we decide that we should stop acting for you, you are liable to pay our charges up until that point. These are calculated on the basis set out in our letter confirming your instructions and the attached Client Agreement.

15. DATA PROTECTION

- 15.1. We take your privacy very seriously. Please read our Privacy Policy, which is attached to these Terms carefully, as it contains important information on how and why we collect, store, use and share your personal data.

16. FOREIGN ACCOUNT TAX COMPLIANCE ACT

- 16.1. The Foreign Account Tax Compliance Act (FATCA) is a piece of US legislation which has effect in the UK as a result of an agreement between the UK and US governments. The intention behind the legislation is to ensure US citizens disclose their worldwide income to the US tax authority (the Internal Revenue Service).
- 16.2. The FATCA regime requires certain financial institutions to identify and report (to HMRC) payments made to a:
- 16.2.1. specified US person; or
 - 16.2.2. non-US entity with one or more controlling person who is a specified US person.
- 16.3. To comply with the law, we may have to share some of your information, including your FATCA status and, if applicable, your Global Intermediary Identification Number (GIIN) with financial institutions.
- 16.4. It is vital that we keep your information current at all times. You are responsible for communicating to us any changes in circumstances that may alter your FATCA status.

17. CONFIDENTIALITY

- 17.1. The information and documentation you provide to us is confidential and subject to legal professional privilege unless:
- 17.1.1. stated otherwise in this document or our letter confirming your instructions;
 - 17.1.2. we advise you otherwise during the course of your matter.
- 17.2. We cannot absolutely guarantee the security of the information communicated by email or mobile phone. Unless we hear from you to the contrary, we will assume that you consent for us to communicate with you by email or mobile phone.

18. RECEIVING AND PAYING FUNDS

- 18.1. Solicitors are subject to extremely strict rules concerning the prevention of money laundering – see clause 5 above. One vital rule is that we must take steps to ascertain the source of funds for any transaction. This rule can sometimes cause misunderstanding and even annoyance to our clients. However much we trust our clients we must, by law, seek to ascertain the source of funds for any transaction. We will ask our clients for documentation and explanations concerning the source of their funds and are unable to proceed until we are satisfied with the evidence and explanation.
- 18.2. Our policy is not to accept cash. If you try to avoid this policy by depositing cash directly with our bank, we may decide to charge you for any additional work and checks we decide are necessary to prove the source of the funds. Where we have to pay money to you, it will be paid by cheque or bank transfer to you. It will not be paid in cash or to a third party.

- 18.3. Where we have sent you our bank details by email you must contact us in person to check that the details are correct before you try to send funds to us. This is to limit the risk of fraud.
- 18.4. Where you have sent us your bank details by email or by post we will contact you in person before we try to send funds to you. This is to limit the risk of fraud.

19. COMPLAINTS

- 19.1. Healdlaw Limited is committed to giving high quality legal advice and client care. If you are unhappy about any aspect of the service you have received or about the bills we have sent to you, please contact first the person dealing with your matter. If you would prefer not to speak to that person or are not satisfied with the outcome of that contact then please contact David Dees by post to our office, by telephone or email (01908 662277 david.dees@healdlaw.com). We have a written procedure in place which details how we handle complaints which is available from our website www.healdlaw.com or on request from David Dees.
- 19.2. We have eight weeks to consider your complaint. If we have not resolved it within this time, you may complain to the Legal Ombudsman. If you are not satisfied with our handling of your complaint, you can ask the Legal Ombudsman to consider the complaint. The Legal Ombudsman's contact details are:
PO Box 6806, Wolverhampton, WV1 9WJ
0300 555 0333—from 8.30am to 5.00pm
enquiries@legalombudsman.org.uk
www.legalombudsman.org.uk
- 19.3. Normally, you will need to bring a complaint to the Legal Ombudsman within six months of receiving a final written response from us about your complaint, or within one year of the occurrence of the act or omission about which you are complaining. Generally, the Legal Ombudsman deals with complaints relating to acts or omissions that happened after 5 October 2010.
- 19.4. The Legal Ombudsman deals with complaints by consumers and very small businesses. This means some clients may not have the right to complain to the Legal Ombudsman, e.g. charities or clubs with an annual income of more than £1m, trustees of trusts with asset value of more than £1m and most businesses (unless they are defined as micro-enterprises). This does not prevent you from making a complaint directly to us about the service you have received or about the bills we have sent to you.

20. OUR BILLS

- 20.1. You are liable to pay legal costs as set out in our letter confirming your instructions and the Client Agreement. We will also usually discuss this at our initial meeting with you.
- 20.2. Bills must be paid within 30 days of the date they were sent to you. For companies, we will charge interest on overdue bills at the rate payable on High Court judgment debts or the Late Payment of Commercial Debts (Interest) Act 1998 whichever is the greater figure. For individuals, interest under section 69 of the County Courts Act 1984 will be charged at a rate of 8% per annum.
- 20.3. 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.
- 20.4. You have the right to challenge or complain about our bill. Please see the 'Complaints' clause above for details of how to complain about our bill.
- 20.5. 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.

- 20.6. Unless there are special circumstances, the court will not usually order a bill to be assessed after:
- 20.6.1. 12 months from delivery of the bill;
 - 20.6.2. a judgment has been obtained for the recovery of the costs covered by the bill;
 - 20.6.3. the bill has been paid, even if this is within 12 months.
- 20.7. We will keep all your papers and documents while there is still money owed to us for fees and expenses.

21. PAYMENT OF INTEREST

- 21.1. Any money received on your behalf will be held in our client account. We will account to you for a fair sum of interest on your money held in our client account.
- 21.2. A fair sum will be interest at a rate ordinarily payable by Metro Bank Plc on a deposit of similar size that can be withdrawn on call provided the sum for interest exceeds £50. The period for which interest will be paid normally runs from the date or dates when funds received by us are cleared until the date or dates on which the cheque is issued to you or payment released from our client account.

22. INVESTMENT ADVICE SERVICES

- 22.1. We are not authorised by the Financial Conduct Authority. If, while we are acting for you, you need advice on investments, we may refer you to someone who is authorised to provide the necessary advice.
- 22.2. However, we may provide certain limited investment advice services where these are closely linked to the legal work we are doing for you. This is because we are members of the Law Society of England and Wales, which is a designated professional body for the purposes of the Financial Services and Markets Act 2000. The Solicitors Regulation Authority is the independent regulatory arm of the Law Society. The Legal Ombudsman deals with complaints against lawyers. If you are unhappy with any investment advice you receive from us, you should raise your concerns with the SRA or Legal Ombudsman.

23. CONSUMER CREDIT SERVICES

- 23.1. We are not authorised by the Financial Conduct Authority in relation to consumer credit services. We may, however, provide certain limited consumer credit services where these are incidental to the professional services we provide. This is because we are members of the Law Society of England and Wales, which is a designated professional body for the purposes of the Financial Services and Markets Act 2000. The Solicitors Regulation Authority is the independent regulatory arm of the Law Society. The Legal Ombudsman deals with complaints against lawyers. If you are unhappy with any consumer credit services you receive from us, you should raise your concerns with the SRA or Legal Ombudsman.

24. INSURANCE MEDIATION ACTIVITY

- 24.1. 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 may carry on insurance mediation 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 authorised and regulated by the Solicitors Regulation Authority. The

register can be accessed via the Financial Conduct Authority website at <https://register.fca.org.uk/>.

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

25. CONSUMERS – RIGHTS TO CANCEL

- 25.1. “Consumer” means an individual acting for purposes which are wholly or mainly outside that individual's trade, business, craft or profession.
- 25.2. If you are a “consumer” you have the right to cancel this contract within 14 days of you entering it without giving any reason.
- 25.3. Because any contract with Healdlaw Limited is a service contract the cancellation period will expire after 14 days from the day the contract with Healdlaw Limited has been formed.
- 25.4. To exercise the right to cancel, you must inform us of your decision to cancel this contract by a clear statement (e.g. a letter sent by post, fax or email).
- 25.5. Our details are Healdlaw Limited (Company number 07445422), Artemis House, 4 Bramley Road, Mount Farm, Milton Keynes, MK1 1PT United Kingdom. Tel: +44 (0)1908 662277 Fax: +44 (0)1908 372846. “Heald”, “Heald Solicitors”, “Chandler Ray” and “Chandler Ray Solicitors” are trading styles of Healdlaw Limited.
- 25.6. To meet the cancellation deadline, it is sufficient for you to send your communication concerning your exercise of the right to cancel before the cancellation period has expired. An example of a communication exercising the right to cancel which you could use is given below.

26. CONSUMERS – RIGHTS TO CANCEL - EFFECTS OF CANCELLATION

- 26.1. If you cancel this contract in accordance with your consumer rights set out in clause 25 above, we will reimburse to you all payments received from you, including the costs of delivery (except for the supplementary costs arising if you chose a type of delivery other than the least expensive type of standard delivery offered by us).
- 26.2. We will make the reimbursement without undue delay, and not later than:
- 26.2.1. 14 days after the day we receive back from you any goods supplied; or
- 26.2.2. (if earlier) 14 days after the day you provide evidence that you have returned the goods; or
- 26.2.3. if there were no goods supplied, 14 days after the day on which we are informed about your decision to cancel this contract.
- 26.3. Because any contract with Healdlaw Limited is a service contract, if you requested Healdlaw Limited to begin the performance of services during the cancellation period, you will have to pay us for the work we have carried during the period from when you instructed us to start work until you have communicated us your cancellation from this contract.

27. EQUALITY AND DIVERSITY

- 27.1. We are committed to promoting equality and diversity 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.

28. FUTURE INSTRUCTIONS

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

29. APPLICABLE LAW

29.1. Any dispute or legal issue arising from our Terms of Business will be determined by the law of England and considered exclusively by the English Courts.

PRIVACY POLICY

We take your privacy very seriously. Please read this privacy policy carefully as it contains important information on who we are and how and why we collect, store, use and share your personal data. It also explains your rights in relation to your personal data and how to contact us or supervisory authorities in the event you have a complaint.

Our use of your personal data is subject to your instructions, the Data Protection Act 2018, the EU General Data Protection Regulation (GDPR), other relevant UK and EU legislation and our professional duty of confidentiality.

WHO ARE WE

Healdlaw Limited is registered in England and Wales under number 07445422. Our registered office and operating address is at Artemis House, 4 Bramley Road, Milton Keynes, MK1 1PT, United Kingdom. We are regulated by the Solicitors Regulation Authority under number 559621. In this Privacy Policy references to we, us and our, are to Healdlaw Limited.

We collect, use and are responsible for certain personal information about you. When we do so we are regulated under the General Data Protection Regulation which applies across the European Union (including in the United Kingdom) and we are responsible as 'controller' of that personal information for the purposes of those laws.

PERSONAL DATA WE COLLECT ABOUT YOU

Personal data is any information relating to an identified or identifiable individual. Special category personal data is personal data revealing racial or ethnic origin, political opinions, religious beliefs, philosophical beliefs or trade union membership, genetic and biometric data, data concerning health, sex life or sexual orientation.

The table below sets out the personal data we will or may collect in the course of advising and/or acting for you.

Personal data we will collect	Personal data we may collect depending on why you have instructed us
<p>Your name, address and telephone number</p> <p>Information to enable us to check and verify your identity, e.g. your date of birth or passport details</p> <p>Electronic contact details, e.g. your email address and mobile phone number</p> <p>Personal data in your business capacity such as business records</p> <p>Information relating to the matter in which you are</p>	<p>Your National Insurance and tax details, e.g. for SDLT returns</p> <p>Your bank and/or building society details</p> <p>Details of your professional online presence, e.g. LinkedIn profile</p> <p>Details of your spouse/partner and dependants or other family members, e.g. if you instruct us on a family matter or a will</p> <p>Your employment status and details including salary and benefits, e.g. if you instruct us on a matter related to your employment or in which your employment status or income is relevant</p> <p>Details of your pension arrangements, e.g. if you instruct us on a pension matter or in relation to financial arrangements following breakdown of a relationship</p>

<p>seeking our advice or representation</p> <p>Your financial details so far as relevant to your instructions, e.g. the source of your funds if you are instructing on a purchase transaction</p>	<p>Your employment records including, where relevant, records relating to sickness and attendance, performance, disciplinary, conduct and grievances (including relevant special category personal data), e.g. if you instruct us on a matter related to your employment in which your employment records are relevant</p> <p>Your racial or ethnic origin, gender and sexual orientation, religious or similar beliefs, e.g. if you instruct us on a discrimination claim</p> <p>Personal identifying information, such as your hair or eye colour or your parents' names, e.g. if you instruct us to incorporate a company for you</p>
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This personal data is required from you to enable us to provide our service to you. If you do not provide personal data we ask for, it may delay or prevent us from providing services to you.

HOW YOUR PERSONAL DATA IS COLLECTED

We collect most of this information from you. However, we may also collect information:

- from publicly accessible sources, e.g. Companies House or HM Land Registry;
- directly from a third party, e.g.:
- sanctions screening providers;
- credit reference agencies;
- client due diligence providers;
- from a third party with your consent, e.g.:
- your bank or building society, another financial institution or advisor;
- consultants and other professionals we may engage in relation to your matter;
- your employer and/or trade union, professional body or pension administrators;
- your doctors, medical and occupational health professionals;
- via our information technology systems, e.g.:
- case management, document management, and time recording systems;
- reception logs;
- relevant websites and applications;
- automated monitoring of our websites and other technical systems, such as our computer networks and connections, CCTV and access control systems, communications systems, email, and instant messaging systems.

HOW AND WHY WE USE YOUR PERSONAL DATA

Under data protection law, we can only use your personal data if we have a proper reason for doing so, for example:

- to comply with our legal and regulatory obligations;
- for the performance of our contract with you or to take steps at your request before entering into a contract;
- for our legitimate interests or those of a third party; or
- you have given consent.

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

information, so long as this is not overridden by your own rights and interests.

The table below explains what we use (process) your personal data for and our reasons for doing so:

What we use your personal data for	Our reasons
To provide legal services to you	For the performance of our contract with you or to take steps at your request before entering into a contract
To provide notarial services to you	For the performance of our contract with you or to take steps at your request before entering into a contract
<p>Conducting checks to identify our clients and verify their identity.</p> <p>Screening for financial and other sanctions or embargoes.</p> <p>Other processing necessary to comply with professional, legal and regulatory obligations that apply to our business, e.g. under health and safety regulation or rules issued by our professional regulator</p>	To comply with our legal and regulatory obligations
Gathering and providing information required by or relating to audits, enquiries or investigations by regulatory bodies	To comply with our legal and regulatory obligations
Ensuring business policies are adhered to, e.g. policies covering security and internet use	For our legitimate interests or those of a third party
Operational reasons, such as improving efficiency, training, quality control and payment collection	For our legitimate interests or those of a third party
Ensuring the confidentiality of commercially sensitive information	<p>For our legitimate interests or those of a third party</p> <p>To comply with our legal and regulatory obligations</p>
Statistical analysis to help us manage our practice, e.g. in relation to our financial performance, client base, work type or other efficiency measures	For our legitimate interests or those of a third party
Preventing unauthorised access and modifications to systems	<p>For our legitimate interests or those of a third party</p> <p>To comply with our legal and regulatory Obligations</p>
Updating and enhancing client records	For the performance of our contract with you or to take steps at your request before

	<p>entering into a contract</p> <p>To comply with our legal and regulatory Obligations</p> <p>For our legitimate interests or those of a third party</p>
Statutory returns	<p>To comply with our legal and regulatory Obligations</p>
Ensuring safe working practices, staff administration and assessments	<p>To comply with our legal and regulatory Obligations</p> <p>For our legitimate interests or those of a third party</p>
External audits and quality checks, e.g. for the audit of our accounts	<p>For our legitimate interests or a those of a third party</p> <p>To comply with our legal and regulatory Obligations</p>

The above table does not apply to special category personal data, which we will only process with your explicit consent.

PROMOTIONAL COMMUNICATIONS

If you have provided us with consent we may use your personal data to send you updates (by email, 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.

We will always treat your personal data with the utmost respect and never sell or share it with other organisations for marketing purposes.

You have the right to opt out of receiving promotional communications at any time by:

- contacting us; or
- using the 'unsubscribe' link in emails

We may ask you to confirm or update your marketing preferences if you instruct us to provide further services in the future, or if there are changes in the law, regulation, or the structure of our business.

WHO WE SHARE YOUR PERSONAL DATA WITH

We routinely share personal data with:

- professional advisers who we instruct on your behalf or refer you to, eg barristers, medical professionals, accountants, tax advisors or other experts;
- other third parties where necessary to carry out your instructions, eg your mortgage provider or HM Land Registry in the case of a property transaction or Companies House;

- credit reference agencies;
- our insurers and brokers;
- external auditors, e.g. in relation to ISO accreditation and the audit of our accounts;
- our banks;
- external service suppliers, representatives and agents that we use to make our business more efficient, e.g. typing services, marketing agencies, document collation, payment collection or analysis suppliers.

We only allow our service providers to handle your personal data if we are satisfied they take appropriate measures to protect your personal data. We also impose contractual obligations on service providers to ensure they can only use your personal data to provide services to us and to you.

We may disclose and exchange information with law enforcement agencies and regulatory bodies to comply with our legal and regulatory obligations.

We may also need to share some personal data with other parties, such as potential buyers of some or all of our business or during a restructuring. Usually, the information will be anonymised but this may not always be possible. The recipient of the information will be bound by confidentiality obligations.

We will not share your personal data with any other third party.

WHERE YOUR PERSONAL DATA IS HELD

Information may be held at our offices and those of our third party agencies, service providers, representatives and agents as described above (see '**Who we share your personal data with**').

Some of these third parties may be based outside the European Economic Area. For more information, including on how we safeguard your personal data when this occurs, see below: '**Transferring your personal data out of the EEA**'.

HOW LONG YOUR PERSONAL DATA WILL BE KEPT

We will keep your personal data after we have finished advising or acting for you. We will do so for one of these reasons:

- to respond to any questions, complaints or claims made by you or on your behalf;
- to show that we treated you fairly;
- to keep records required by law.

We will not retain your data for longer than necessary for the purposes set out in this policy. Different retention periods apply for different types of data. We will delete any bank details on the closure of the file.

We are legally obliged to keep certain documentation following notarial work indefinitely. We will keep Wills in storage indefinitely.

If we are in receipt of your original property deeds we will either send them to your lender, return them to you or store them.

We will electronically store all other documentation for a period of 16 years from the closure of the file. We may be required to keep certain files for longer than 16 years for example where children are involved.

When it is no longer necessary to retain your personal data, we will delete it.

TRANSFERRING YOUR PERSONAL DATA OUT OF THE EEA

To deliver services to you, it is sometimes necessary for us to share your personal data outside the European Economic Area (EEA), for example:

- if you are based outside the EEA;
- where there is an international dimension to the matter in which we are advising you.

These transfers are subject to special rules under European and UK data protection law.

These non-EEA countries do not have the same data protection laws as the United Kingdom and EEA. We will, however, ensure the transfer complies with data protection law and all personal data will be secure.

If you would like further information please contact our Data Protection Officer (see 'How to contact us' below).

YOUR RIGHTS

You have the following rights, which you can exercise free of charge:

Access	The right to be provided with a copy of your personal data (the right of access)
Rectification	The right to require us to correct any mistakes in your personal data
To be forgotten	The right to require us to delete your personal data—in certain situations
Restriction of processing	The right to require us to restrict processing of your personal data in certain circumstances, e.g. if you contest the accuracy of the data
Data portability	The right to receive the personal data you provided to us, in a structured, commonly used and machine-readable format and/or transmit that data to a third party in certain situations
To object	The right to object: —at any time to your personal data being processed for direct marketing (including profiling); —in certain other situations to our continued processing of your personal data, e.g. processing carried out for the purpose of our legitimate interests.
Not to be subject to automated individual decision-making	The right not to be subject to a decision based solely on automated processing (including profiling) that produces legal effects concerning you or similarly significantly affects you

For further information on each of those rights, including the circumstances in which they apply, please contact us or see the guidance from the UK Information Commissioner's Office (ICO) on individuals' rights under the General Data Protection Regulation.

If you would like to exercise any of those rights, please:

- email, call or write to our Data Protection Officer—see below: **'How to contact us'**; and
- let us have proof of your identity and address (a copy of your driving licence or passport and a recent utility or credit card bill); and
- let us know what right you want to exercise and the information to which your request relates.

KEEPING YOUR PERSONAL DATA SECURE

We comply with the requirements of the Cyber Essentials Scheme.

We have appropriate security measures to prevent personal data from being accidentally lost, or used or accessed unlawfully. We limit access to your personal data to those who have a genuine business need to access it.

Those processing your information will do so only in an authorised manner and are subject to a duty of confidentiality.

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

HOW TO COMPLAIN

We hope that we can resolve any query or concern you may raise about our use of your information.

The General Data Protection Regulation also gives you right to lodge a complaint with a supervisory authority, in particular in the European Union (or European Economic Area) state where you work, normally live or where any alleged infringement of data protection laws occurred.

The supervisory authority in the UK is the Information Commissioner who may be contacted at <https://ico.org.uk/concerns> or telephone: 0303 123 1113.

CHANGES TO THIS PRIVACY POLICY

This privacy notice was last updated on 19/11/24.

We may change this privacy notice from time to time when we do we will inform you.

HOW TO CONTACT US

Please contact us by post, email or telephone if you have any questions about this privacy policy or the information we hold about you.

Our DPO is Shabnum Hussain.

Our contact details are Heald Solicitors, Artemis House, 4 Bramley Road, Milton Keynes, MK1 1PT. Tel: 01908 662277. Email: shabnum.hussain@healdlaw.com