



TERMS AND CONDITIONS OF BUSINESS

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1. INTRODUCTION

- 1.1 Brewer Wallace Solicitors is a trading name of Brewer Wallace Limited (Company Registration Number 7871750), registered in England. A full list of the Directors can be inspected at the registered office at Shackles Chambers, 7 Land of Green Ginger, Hull, North Humberside, HU1 2ED, England. We are Authorised and Regulated by the Solicitors Regulation Authority (SRA ID: 640421).
- 1.2 We aim to offer quality legal advice with a personal service at a fair cost and these Terms and Conditions of Business ("Terms and Conditions") shall apply to any future instructions given by you to us.
- 1.3 By instructing or continuing to instruct us, you are deemed to have accepted these Terms and Conditions. These Terms and Conditions can only be altered in writing. We are only able to progress matters on your instructions. We therefore ask that you promptly provide instructions and information to us when requested to do so.
- 1.4 If two or more persons are instructing us jointly on the same matter then, unless one of them advises us in writing to the contrary, we shall be entitled to assume that any one of them has the authority to give instructions for all, and everyone jointly instructing us will be individually responsible for the payment of all our fees.

2. HOURS OF BUSINESS

- 2.1 Our office is open from 9.00am to 5.00pm Monday to Friday (excluding Bank Holidays). Messages can be left on the answer-phone outside those hours.

3. COMMUNICATIONS

- 3.1 We will aim to communicate with you by such a method as you may request. Unless you withdraw consent, we will communicate with others when appropriate by email, text or fax but we cannot be responsible for the security of correspondence and documents sent by email or fax.

4. CASE CONDUCT

- 4.1 Our initial correspondence will confirm who will have the day to day conduct of your matter.
- 4.2 If you need to contact that Fee Earner then we would suggest telephoning the Office between 9.30am and 4.30pm.
- 4.3 There may be times when he/she is away from the office. In their absence you should direct any queries to his/her assistant or support staff who will be able to access your file. If they are unable to help then they will be pleased to take a message for you, and all reasonable efforts will be made by the Fee Earner to return your call the same day if the message is left before 4.00pm, or on the relevant Fee Earner's next working day in the office (unless you are told otherwise at the time of leaving the message).

5. SERVICE STANDARDS

- 5.1 We will update you by telephone or in writing with progress on your matter.
- 5.2 We will communicate with you in plain language.
- 5.3 We will explain to you by telephone or in writing the legal work required as your matter progresses.
- 5.4 We will update you on the cost of your matter at least every six months, where no fixed fee has been quoted and agreed.
- 5.5 We will update you on whether the likely outcomes still justify the likely costs and risks associated with your matter whenever there is a material change in circumstances.
- 5.6 We will update you on the likely timescales for each stage of this matter and any important changes in those estimates.

6. RESPONSIBILITIES

- 6.1 Our responsibilities include that we will :
 - 6.1.1 progress and keep your matter under review until completed.
 - 6.1.2 advise you of any changes in the law.
 - 6.1.3 advise you of any circumstances and risks of which we are aware or consider to be reasonably foreseeable that could affect the outcome of your matter.
- 6.2 Your responsibilities include that you must :
 - 6.2.1 provide us with clear, timely and accurate instructions.
 - 6.2.2 provide all documentation and information required to complete the transaction in a timely manner.
 - 6.2.3 make any agreed payments to us in the manner and at the time agreed or reasonably specified by us at any stage.

7. CHARGES AND EXPENSES

- 7.1 All fixed written quotations in respect of house purchases are provided on the assumption that Stamp Duty Land Tax (SDLT) calculations will not require the instruction by us of an SDLT specialist on your behalf. We reserve the right to make a referral to such a specialist, should we reasonably believe that it is in your best interests do so. In those circumstances we will provide you with details of any additional costs which will result, and obtain your approval before incurring the same. Alternatively you will have the option to instruct, and pay, an SDLT specialist direct.
- 7.2 Unless you have been provided with a written fixed quotation, our charges will be calculated by reference to the time actually spent by us in respect of the work we do on your behalf. This may include meeting with you and others; reading, preparing and working on papers; making and receiving telephone calls, e-mails, faxes and text messages; preparation of any detailed costs estimates, schedules and bills; attending at court; and time necessarily spent travelling away from the office.
- 7.3 We will provide you with an estimate of what we expect our fees to be once we have sufficient information in relation to your matter to enable us to do so.

- 7.4 Routine letters, e-mails and telephone calls are charged at one-tenth of the hourly rate. Detailed letters, e-mails and calls are charged on a time spent basis.
- 7.5 The current hourly rates are set out below. We will add VAT to these at the rate that applies when the work is done. At present, VAT is 20%.

Fee Earner	Hourly Rate
Solicitors, legal executives or equivalent with over 8 years' experience	£201.00
Solicitors, legal executives or equivalent with over 4 years' experience	£177.00
Other solicitors or legal executives and fee earners of equivalent experience	£146.00
Trainee solicitors, paralegals and other fee earners	£111.00

- 7.6 These hourly rates have to be reviewed periodically to reflect increases in overhead costs and inflation. Normally the rates are reviewed with effect from 1 January each year. If a review is carried out before this matter has been concluded, we will inform you of any variation in the rate before it takes effect.
- 7.7 In addition to the time spent, we may take into account a number of factors including, the value of the transaction; any need to carry out work outside our normal office hours; the complexity of the issues; the speed at which action has to be taken; and any particular specialist expertise which the case may demand. An increase in the rates may be applied to reflect such factors. In property transactions and the administration of estates and in matters involving a substantial financial value or benefit to a client, a charge reflecting, for example, the price of the property, the size of the estate, or the value of the financial benefit "the value element" may be considered. It is not always possible to indicate how these aspects may arise but on present information we would expect them to be sufficiently taken into account in the rates which we have quoted. Where an increase in the rates or a charge reflecting any value element is to be added we will explain this to you at the outset.
- 7.8 We may ask you to make a payment to us on account of anticipated disbursements (that is, fees and expenses paid by us on your behalf) such as ID Verification Fees; Land or Probate Registry fees; Court fees; experts' fees; and counsel's fees including VAT where applicable. It is a condition of our agreeing to act, and of our continuing to act, that clients promptly meet any request for payments on account. Please be aware that we have no obligation to make such payments unless you have provided us with cleared funds for that purpose. We will not accept responsibility for any loss or additional expenses incurred by you as a result of your failure to provide cleared funds which we have requested from you.
- 7.9 If, for any reason, we cease to represent you or if a matter does not proceed to completion you will be responsible for our fees for all work done up to that date, a proportionate value element and any disbursements incurred on your behalf unless we have agreed otherwise in writing beforehand.

- 7.10 Quotations and estimates are only valid if confirmed in writing. Unless accepted, quotations expire one month from the date the quotation is given.
- 7.11 We reserve the right to submit interim invoices to you for payment if a matter is likely to be protracted.
- 7.12 Fees and disbursements invoiced to you are due for payment immediately on delivery of our invoice. Interest will be charged from that date on all, or part, of our bill relating to any amounts not paid within 30 days of delivery of the bill, calculated on a daily basis at the interest rate pursuant to S 69 of the County Court Act 1984. If any invoice remains unpaid after 30 days from the date of delivery, we reserve the right to terminate our retainer, that is to suspend work on your files and, ultimately, to refuse to continue to act for you.
- 7.13 You have a right to object to our bill and can apply for a formal assessment of it under Part III of the Solicitors Act 1974.
- 7.14 If we are in possession of any monies due to you, for instance money recovered for you or the proceeds of sale of a property, we will deduct any fees and disbursements due to us from those monies.

8. OTHER PARTIES' COSTS AND DISBURSEMENTS

- 8.1 In some transactions a client may be entitled to payment of costs by some other person. It is important that you understand that in such circumstances, the other person may not be required to pay all the charges and expenses which you incur with us. You have to pay our charges and expenses in the first place and any amounts which can be recovered will be a contribution towards them. The other person will not be liable to pay the VAT element of your costs if you are able to recover the VAT yourself.
- 8.2 If you are successful and another party is to pay some or all of your charges and expenses, interest may be claimed from them. We will account to you for such interest to the extent that you have paid our charges or expenses on account, but we are entitled to retain the rest of that interest.
- 8.3 You will also be responsible for paying our charges and expenses of seeking to recover any costs that the court orders the other party to pay to you.
- 8.4 A client who is unsuccessful may be ordered to pay the other party's legal charges and expenses. That money would be payable in addition to our charges and expenses. Arrangements can be made to take out insurance to cover liability for such legal expenses. Please discuss this with us if you are interested in this possibility.

9. PAYMENT ARRANGEMENTS

- 9.1 Please be aware that any payment which we receive from you should be made in one of the following forms:
- Bank draft
 - Building society cheque
 - Personal cheque (which must be received in sufficient time for clearance to meet any deadline in connection with the transaction)

- Telegraphic transfer to our own bank .However, you will appreciate that we receive many direct transfers daily and in order to properly identify and allocate your transfer please ensure that before you instruct your bank to make the payment you advise us and supply the full name, address, sort code and account number of your bank, and the amount being sent.
- 9.2 The common law entitles us to retain any money, papers or other property belonging to you that properly come into our possession, pending payment of our costs, whether or not the property is acquired in connection with the matter for which the costs were incurred. This is known as a ‘Solicitors general lien’. We are not entitled to sell property held under a lien but we are entitled to hold property, other than money, even if the value of it greatly exceeds the amount due to us in respect of costs.
- 9.3. **Cash payments:**
- 9.3.1 We are not obliged to accept cash payments, but exceptionally will accept cash to the maximum of £500 per transaction (for this purpose a sale and purchase constitute one transaction as does the purchase or sale of a portfolio of properties).
- 9.3.2 Cash payments must NOT be made direct into our client account without our prior agreement.
- 9.3.3 Monies due to you from us will be paid by cheque or bank transfer, but not in cash, and will not be made payable to a third party.
- 9.4 **Property transactions**
- 9.4.1 It is our usual practice to request a payment on account before we commence work on a file to cover disbursements such as ID Verification Fees; or Local Search fees that we have to carry out on your behalf. We will normally send you our bill following the exchange of contracts and payment is required on a purchase prior to completion; and at completion on a sale. If sufficient funds are available on completion, and we have sent you a bill, we will deduct our charges and expenses from the funds.
- 9.5 **Administration of estates**
- 9.5.1 We will normally submit an interim bill at regular stages during the administration, usually starting with the obtaining of a Grant and every three months during the administration. The final account together with any value element charge will be prepared together with the Estate Accounts for approval and deducted shortly after completion of the administration.
- 9.6 **Other cases or transactions**
- 9.6.1 It is normal practice to ask clients to pay interim bills and sums of money from time to time on account of the charges and expenses which are expected in the following weeks or months. We find that this helps clients in budgeting for costs as well as keeping them informed of the legal expenses which are being incurred. If such requests are not met with prompt payment, delay in the progress of a case may result. In the event of any bill or request for payment not being paid within 7 days, we reserve the right to stop acting further.

9.7 Payments by third parties

9.7.1 We WILL NOT accept payments by third parties except in exceptional circumstances and only with prior notice and agreement, and will require acceptable evidence of identity and address before the payment is made.

9.8 We reserve the right to cease acting for you if any payments are made by you or on your behalf in breach of the above requirements. We will not accept responsibility for any loss or additional expenses incurred by you as a result of such termination, or any delay in the transaction caused while we verify the source of the funds. Any additional charges incurred as a result of such delay will be your responsibility and must be paid before we continue to act for you.

10. PAYMENTS MADE BY US

10.1 In relation to sale or re mortgage transactions, by accepting our Terms and Conditions you will be giving to us EXPRESS AUTHORITY to discharge all mortgages, charges and other liabilities that are registered against your property including undertakings given to third parties (such as banks or other financial institutions) to discharge monies due to them out of the proceeds of sale. By signing these terms and conditions of business and returning it to us this authority will be considered as irrevocable.

11. MONEY LAUNDERING LEGISLATION

11.1 Under the Proceeds of Crime Act 2002, and other (related) Anti-Terrorism Legislation, we are under a strict obligation to report any offender who we suspect has any monies which are or may be the proceeds of criminal conduct and/or own any property which is the proceeds of criminal conduct. We cannot be held responsible for any losses which you incur as a result of our making such disclosure to the police or relevant authorities.

11.2 By signing these Terms and Conditions and returning it to us you authorise us to disclose to the other parties in the transaction and, if applicable, to all other parties in the chain of transactions and their agents and advisers, all information which we have in relation to your involvement in the transaction including any related sale or mortgage and other financial arrangements and wishes as to dates for exchange and completion. You may withdraw this authority at any time but if you do so you should appreciate that we will inform the other party or parties and their agents or advisers that this authority has been withdrawn.

11.3 We will not be liable for any loss, damage or delay arising out of the firm's compliance with any statutory or regulatory requirement.

12. MORTGAGE FRAUD

12.1 Where we are acting for both the lender and purchaser, we have a duty to fully reveal to the lender all relevant facts about the purchase and mortgage. This includes: any differences between the mortgage application and information we receive during the transaction and any cash back payments or discount schemes that a seller may be giving.

13. IDENTITY, DISCLOSURE AND CONFIDENTIALITY REQUIREMENTS

- 13.1 We are entitled to refuse to act for you if you fail to supply appropriate proof of identity for yourself or for any principal whom you may represent. We will usually carry out an electronic verification of your identity. The cost of any such search will be charged to you as part of our professional fees. If the amount is in excess of £13 plus VAT per individual client (or other individual contributing funds to a purchase), we will seek your prior agreement.
- 13.2 Solicitors are under a professional and legal obligation to keep the affairs of the client confidential. This obligation, however, is subject to a statutory exception: legislation on money laundering and terrorist financing has placed solicitors under a legal duty in certain circumstances to disclose information to the National Crime Agency. Where a solicitor knows or suspects that a transaction on behalf of a client involves money laundering, the solicitor may be required to make a disclosure. If, while we are acting for you, it becomes necessary to make such a disclosure, we may not be able to inform you that it has been made, or of the reasons for it, because the law prohibits 'tipping-off'. Where the law permits us, we will tell you about any potential money laundering problem and explain what action we may need to take.
- 13.3 Our firm may be subject to audit or quality checks by external firms or organisations. We may also outsource work. This might be for example typing or photocopying, preparation of detailed bills for assessment, or research and preparation to assist with your matter. Information from your file may therefore be made available in such circumstances. Data protection rules and laws require us to enter into a suitable confidentiality agreement with any such third parties.
- 13.4 In order to comply with court and tribunal rules, all documentation relevant to any issues in litigation, however potentially damaging to your case, have to be preserved and may be required to be made available to the other side. This aspect of proceedings is known as 'disclosure'. Subject to this, we will not reveal confidential information about your case except as provided by these Terms and Conditions and where, for example, your opponent is ordered to pay your costs, we have to meet obligations to reveal details of the case to them and to the court.

14. QUALITY STANDARDS

14. The firm has obtained (and intends to maintain) the Law Society Conveyancing Quality Scheme Standard ("CQS") and the Wills and Inheritance Quality Scheme Standard ("WIQS"). As a result of this we are subject to periodic audits by outside assessors and/or the Law Society. This could mean that your file is selected for auditing. All inspections are, of course, conducted in confidence. If you prefer to withhold consent please notify us and your file will be marked accordingly, and the work on your file will not be affected in any way. We will assume, unless you indicate otherwise, that by signing these Terms and Conditions you consent to your file being audited for these purposes.

15. ACTING FOR LIMITED COMPANIES

- 15.1 When accepting instructions to act on behalf of a limited company, when signing and returning this form the Director and/or controlling shareholder signing the form agrees to a personal guarantee in respect of the charges and expenses of this firm. If such a request is refused, we will be entitled to stop acting and to require immediate payment of our charges on an hourly basis and expenses as set out above.

16. HOLDING CLIENTS' MONEY

- 16.1 Any money received on your behalf will be held in our Client Account. Subject to certain minimum amounts and periods of time set out in the SRA Accounts Rules 2011 (or their regulatory successor), interest will be calculated and paid to you at the rate from time to time payable on our bank's Designated Client Account. The period for which interest will be paid will normally run from the date on which cleared funds are received by us until the date of issue of any cheque from our Client Account.
- 16.2 If a client instructs us in writing, monies on which interest may be payable can be held in separate deposit accounts exclusively related to that client and designated by the use of the client's name. Where clients require us to open separate deposit accounts, we will do so. Naturally this involves additional administrative work and a charge for opening and operating such an account may be made. Transfers between designated deposit accounts and our general Client Account will also be subject to a charge for each transfer. If you wish us to hold funds in this way please instruct us in writing. We will not open such an account on our own accord due to the large volume of client matters we deal with on a daily basis.
- 16.3 In common with most other Solicitors and Banks, we charge a fee for transferring funds through the banking system (telegraphic transfers or other such payments) and for the provision of bank drafts. A charge will also be made where a cheque credited to your account with us is dishonoured. This does not apply to cheques drawn by debtors in our favour in respect of debt recovery matters which we are handling for you.
- 16.4 Where a client obtains borrowing from a lender in a property transaction, we will ask the lender to arrange that the loan cheque is received by us a minimum of 4 working days prior to the completion date. If the money can be telegraphed, we will request that we receive it the day before completion. This will enable us to ensure that the necessary funds are available in time for completion. Please be aware that the lender may charge interest from the date of issue of their loan cheque or the telegraphing of the mortgage advance.

17. TAX ADVICE

- 17.1 Any work that we do for you may involve tax implications or necessitate the consideration of tax planning strategies. We may not be qualified to advise you on the tax implications of a transaction that you instruct us to carry out, or the likelihood of them arising. If you have any concerns in this respect, please raise them with us in writing immediately. If we can undertake the research necessary to resolve the issue,

we will do so and advise you accordingly. If we cannot, we may be able to identify a source of assistance for you.

18. FINANCIAL SERVICES, INSURANCE CONTRACTS AND RELATED BUSINESSES

- 18.1 Sometimes work on your file may involve advice on investments. We are not authorised by the Financial Conduct Authority and so we may have to refer you to someone who is authorised to provide any necessary advice.
- 18.2 We are regulated by the Solicitors Regulation Authority, and may be able to provide certain limited investment services where these are closely linked to the legal work we are doing for you.
- 18.3 In the event that we (with your consent) refer you on to someone who is authorised by the Financial Conduct Authority to provide financial advice and that referral produces any investment, we may negotiate a reduction or refund of any commissions payable to the service provider, such commission reduction or refund may (subject to our receiving your express consent) be retained by us and may be applied to offset our charges in connection with such negotiation, supervision or assistance or any other work carried out or to be carried out on your behalf. We will notify you in writing of any financial or business arrangements which we have with any third parties, prior to making any form of referral to them on your behalf.
- 18.4 As stated above, we are not authorised by the Financial Conduct Authority. However, we are included in 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 is 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. In terms of this service, we are an ancillary insurance intermediary.
- 18.5 If, during the course of providing our services to you, we recommend that you (or we on your behalf) instruct any other business or individual, then we will always make you aware of any connection which we have with them. For example, we may suggest that you safely store any important documentation (such as title deeds or original wills) with East Yorkshire Wills and Securities Limited (a document storage company owned by two of our Directors). Any notarial work will usually be carried out by Brewer Wallace Notaries Limited, a separate company owned by one of our Directors and an employed Consultant of Brewer Wallace Limited. Please note that notaries public are regulated by The Faculty Office in that role, and not by the Solicitors Regulation Authority.
- 18.6 If you were referred to us by another organisation, such as an estate agent; financial adviser; mortgage broker; mortgage adviser; or property developer then it is likely that we will have paid that other organisation a referral fee of no more than £100 per referral. Please note that payment of any such fee shall in no way impair our independence or professional judgment in any advice given to you. Our professional obligation is, and will at all times remain, to act in your best interests at all times.

19. TERMINATION

- 19.1 Subject to the provisions of the enclosed Notice of Cancellation, you may terminate your instructions to us in writing at any time but we will be entitled to keep all of your papers and documents while there is money owing to us for our charges and expenses. If at any stage you do not wish us to continue doing work and/or incurring charges and expenses on your behalf, you must tell us this clearly in writing.
- 19.2 If we decide to stop acting for you, for example if you do not pay an interim bill or comply with the request for a payment on account, we will tell you the reason and give you notice in writing.
- 19.3 On termination of the relationship between us you must pay us for all work we have done and expenses and liabilities (for example, under an undertaking) we have incurred on your behalf but not then invoiced or paid by you. You will also be responsible for and pay us for all work we do and expenses we incur in closing our file and ceasing to act for you. Where the courts are involved you must consent (or if you do not you will be deemed to consent) to an application to the court for the name of our firm to be removed from the record and must pay all costs and expenses incurred. We have and shall retain a lien on all your papers, deeds and documents until all monies owing to us or for which you are responsible are paid to us (see Clause 9.2 above).

20. COMPLAINTS

- 20.1 Our aim is to give our clients the best possible service but at a competitive price. We are confident that you will be pleased with the services we provide. However, should there be any aspect of our service with which you are unhappy, please raise your concern in the first instance with the person dealing with your case who will take all reasonable steps to resolve your concerns. If you still have queries or concerns, please contact Sean Gordon, our Compliance and Complaints Manager. In order to avoid any misunderstandings, it would assist us (if reasonably possible) for any formal complaint to be made in writing. Please be aware that we have a written Complaints Procedure and will supply you with a copy upon request.
- 20.2 If you are still dissatisfied you have the right to contact the Legal Ombudsman, to consider the complaint. Normally you need to bring a complaint to the Legal Ombudsman within six months of receiving a final written response from us about your complaint and either no more than six years from the date of the act/omission which you are complaining about or no more than three years from when you should reasonably have known that there was cause for complaint. The contact details for the Legal Ombudsman are :-

Legal Ombudsman
PO Box 6806
Wolverhampton
WV1 9WJ

Website - www.legalombudsman.org.uk
Tel - 0300 555 0333 (9am to 5pm Weekdays)
E-mail - enquiries@legalombudsman.org.uk

- 20.3 If you have a complaint about our conduct (as opposed to the level of service received) you can contact the Solicitors Regulation Authority. Their contact details are :-

Solicitors Regulation Authority
The Cube
199 Wharfside Street
Birmingham
B1 1RN

Website – www.sra.org.uk
Tel - 0370 606 2555 (8am to 6pm Weekdays except Tuesday when lines open at 9.30am)

- 20.4 If you have a complaint concerning the amount of our costs you have a right to apply for an assessment of it under Part III of the Solicitors Act 1974 (see Clause 7.12 above).

21. OTHER TERMS AND CONDITIONS

- 21.1 Unless we agree otherwise, we retain copyright in all written material prepared for or supplied to our clients. Our clients may, of course, use the material but only in respect of the matters in respect of which this firm is instructed and for which the material was specifically prepared. This firm accepts no responsibility for the consequences of clients using such material in any other circumstances.
- 21.2 Once a particular matter has been concluded we cannot accept ongoing responsibility for reminding clients of changes in the law which might affect them or of critical dates in respect of such matters as rent reviews, lease renewals, the exercise of options, changes in Inheritance Tax, care charges and the like. We will only do so where we have accepted specific instructions in writing from you to advise you upon specific changes in law or to deal with the relevant matters immediately prior to the critical date in question.
- 21.3 In the interests of efficiency, much of the information that you give us will be recorded on word or data processing systems and/or included within or attached to emails. By instructing us, you are deemed to have consented to this. Our firm is registered with the Information Commissioner's Office. Information held by us is confidential and will not be disclosed by us to a third party without your consent unless we are required to do so by law, including but not limited to, under the rules of professional conduct; following a request by the police or other law enforcement organisations; or under Money Laundering Regulations that we are obliged to comply with from time to time. In instructing us you give us consent to disclose such information as may be necessary for the successful and efficient conclusion of the matter upon which your instructions are based (see Clause 24 for full details relating your data and privacy).

- 21.4 It is important that you tell us in writing of any change in your address (postal or email) as soon as possible but in any event within seven days. Unless you do so we shall be entitled to treat your last such address known to us as your address for all purposes including correspondence; emails; notices; and proceedings.
- 21.5 Any failure to enforce at any time or for any period any one or more of these terms shall not be a waiver of them or of the right at any time subsequently to enforce all or any applicable terms and conditions.
- 21.6 Any dispute or legal issue arising from our Terms and Conditions will be determined by the law of England and Wales, and considered exclusively by the English and Welsh Courts.

22. EQUALITY & DIVERSITY

- 22.1 Brewer Wallace Solicitors is committed to promoting equality and diversity in all of its dealings with clients, third parties and employees. Please contact us if you would like a copy of our equality and diversity policy.

23. STORAGE OF PAPERS AND DOCUMENTS

- 23.1 After completing the work, we are entitled to keep all your papers and documents while there is money owing to us for our charges and expenses. In addition, we will keep your original documents such as wills; deeds and other securities in storage for not less than one year. After that, storage is on the clear understanding that we have the right to destroy it after such period as we consider reasonable or to make a charge for storage if we ask you to collect your documents and you fail to do so.
- 23.2 We will not of course destroy any such documents which you ask us to hold in safe custody, on agreed terms.
- 23.3 If we retrieve papers or documents from storage in relation to continuing or new instructions to act in connection with your affairs, we will not normally charge for such retrieval.
- 23.4 However, we may make a charge based on time spent for producing stored papers or documents to you or another at your request. We may also charge for reading, correspondence or other work necessary to comply with your instructions. Such charges shall be based on the hourly rates set out in Clause 7.5, or as otherwise revised in accordance with Clause 7.6 above.

24. YOUR DATA AND PRIVACY

- 24.1 During the course of our business 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 the Data Protection Act 2018. We are responsible as 'Controller' of that personal information for the purposes of those laws.
- 24.2 **Information collected by us**
In the course of us advising and/or acting for you we may collect personal information from you relating to your:
- Name, address and contact details

- Family and lifestyle
- Education and training
- Health and medical history
- Employment
- Finances, and
- Contractual commitments

In some circumstances, where necessary, you may provide us with more sensitive information concerning matters such as your race; ethnic origin; religious beliefs; trade union membership; sex life; and sexual orientation.

24.3 Information collected from other sources

We may also obtain personal information from other sources as follows:

- Estate Agents
- Accountants
- Banks and financial organisations such as mortgage advisers/brokers
- ID and Credit Check Providers, and
- Any other third party.

The type of personal information we collect from other sources will vary depending on your instructions and our legal obligations, but may include the information listed above under the heading “Information collected by us”.

24.4 How we use your personal information

We use your personal information to carry out your instructions. This includes advising you and acting on your behalf, and helping to improve the services which we provide. We may from time to time use your information to provide you with details of related services which we think may be of interest to you.

24.5 Whether information has to be provided by you, and if so why

Personal information is required from you to enable us to carry out our contract with you.

24.6 Who we share your personal information with

We routinely share your personal information with the following third parties:

- Our accountants for the purpose of preparing our quarterly VAT Returns and annual accounts. The information provided relates to your personal details only (name and contact details)
- Genesis IT Ltd (“Genesis”) who have access to our electronically stored personal information for the purpose of providing us with IT support services. Sharing information with Genesis allows us to minimise the risk of personal information being lost or destroyed
- Pracctice Ltd (“Pracctice”) who have access to our electronically stored personal information for the purpose of providing us with our cloud based case management system (Osprey Approach). Sharing information with Pracctice allows us to further minimise the risk of personal information being lost or destroyed, and efficiently run and maintain Osprey Approach
- Certainty National Will Register who provide us with Will search facilities
- H M Revenue and Customs, our regulator or other authorities if required by applicable law
- ID and credit check agencies

- Insurance brokers and insurers for the purposes of any insurance distribution activities required as part of our services to you (see above), or as may be requested from any professional indemnity insurer as part of any claim (or potential claim) by us,
- Any document storage provider with whom we have a Data Sharing Agreement, and
- Any other third party, where sharing your personal information is necessary to carry out your instructions

We will not share your personal information with any other third party without your permission.

24.7 How long your personal information will be kept

Unless we notify you otherwise, we will retain personal information for a period which we (at our sole discretion) decide is appropriate for legal and professional purposes, up to the following periods :

Type of Instruction	Expected File Retention Period
Property Sale	7 years from date of completion
Property Purchase and Mortgage	15 years from date of completion
Trusts	7 years after the last action the Trust takes, or 7 years after a relevant minor reaches the age of 18 (whichever is the later)
Wills/ Codicils and Probate	Indefinitely if the file contains the original Will or up to 21 years otherwise
Family, including divorce, separation, custody and contact, injunctions, child protection and Court of Protection	15 years from date file is closed
Business, including company/ partnership formation, insolvency, trademark/copyright/patent	12 years from the date file is closed
Leasehold and tenancy	7 years or length of term plus three years (if longer)
Personal Injury	7-15 years, depending on seriousness of injury and complexity of case (or longer if the matter involves children or complex issues such as lifetime or provisional damages awarded)
Medical Negligence	12 years from date file is closed (or longer if the client is under a disability – in which case 7 years from the date when the disability ends)
Private client non-litigation advice, e.g. employment, pensions, powers of attorney, change of name, debt, personal insolvency, housing disrepair	7 years from the date file is closed

24.8 **Reasons we can collect and use your personal information**

We will typically collect and use your personal information for the following purposes:

- for the performance of our contract with you, or to take steps to enter such a contract
- for compliance with a legal obligation to which we are subject (including any obligations imposed upon us by our regulator) and/or,
- for the purpose of our legitimate interests or those of a third party, but only if these are not overridden by your interests.

Our legitimate interests are that you are a client of ours and we are required to carry out your instructions and act in your best interests (and maintain accurate records of having done so).

Where we collect and use more sensitive personal information, including that related to your race, ethnic origin, religious beliefs, trade union membership, sex life and sexual orientation we usually do so for the purpose your instructions.

24.9 **Your rights**

Under the [General Data Protection Regulation](#) you have a number of important rights, which you can exercise at no cost to you. In summary, those include rights to:

- fair processing of information and transparency over how we use your personal information
- access to your personal information and to certain other supplementary information that this section of these Terms and Conditions is already designed to address
- require us to correct any mistakes in your information which we hold
- require the erasure of personal information concerning you in certain situations
- receive the personal information concerning you which you have provided to us, in a structured, commonly used and machine-readable format and have the right to transmit that data to a third party in certain situations
- object at any time to processing of personal information concerning you for direct marketing
- object to decisions being taken by automated means which produce legal effects concerning you or similarly significantly affect you
- object in certain other situations to our continued processing of your personal information
- otherwise restrict our processing of your personal information in certain circumstances

For further information on each of those rights, including the circumstances in which they apply, 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 us and let us know the information to which your request relates (see Contact details in Clause 24.13 below).

24.10 **Keeping your personal information secure**

We have appropriate security measures in place to prevent personal information from being accidentally lost, or used or accessed in an unauthorised way. We limit access to your personal information to those who have a genuine business need to

know 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.

24.11 How to complain

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

The [General Data Protection Regulation](#) also gives you the right to lodge a complaint with a supervisory authority. 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 (between 9am and 5pm Weekdays).

24.12 Changes to this Clause 24

We may change this privacy notice from time to time. When we do so we will inform you in writing.

24.13 How To Contact Us

Please contact us if you have any questions about this privacy notice or the information we hold about you.

If you wish to contact us, please call our Compliance Manager on 01482 228808; write to him at 2 Parliament Street, Hull, HU1 2AP; or email to sg@brewerwallace.co.uk .

SIGNATURES

<u>ALL</u> PARTIES TO THE TRANSACTION MUST PLEASE SIGN AND DATE THESE TERMS AND CONDITIONS OF BUSINESS		
<p>I/We confirm I/we have read and understood and accept these Terms and Conditions of Business, and having read the enclosed Notice of Right to Cancel</p> <p><i>(please tick as appropriate)</i></p> <p><input type="checkbox"/> I/ We wish you to start work immediately</p> <p><input type="checkbox"/> I/ We wish you to delay starting work for 14 days</p> <p>I/We also confirm that we have received, read and understood Brewer Wallace’s notice relating to email scams which fraudulently use business names, and have noted the precautionary measures referred to therein.</p>		
Signed :		Date: