Terms of Business

warners solicitors

This leaflet is to help you to understand the basis on which we act for you. Please let us know if any of it is unclear to you. In these terms of business, the terms "we", "us", "our" and "Warners" are, where the context requires, used to refer to Warners Law LLP, a limited liability partnership (registration number OC320151) whose registered office is at Bank House, Bank Street, Tonbridge, Kent TN9 1BL. We are authorised and regulated by the Solicitors Regulation Authority ("SRA"). Our SRA Number is 00446201. Our VAT Number is GB 209841457.

1. Client Care

You will be nominated a "Primary Contact" who, if not the person carrying out work on your current matter, you can contact at any time. Your Primary Contact has overall responsibility for managing your relationship with us.

We believe that good communication with our clients is very important, and we will endeavour to keep you up to date as your matter progresses. We do expect you to provide us with clear, timely and accurate instructions. If you delay, it may cause a delay to the progression of your matter and may also increase your costs.

Unless specifically agreed with you in writing, we will not provide you with any tax, financial or accountancy advice in relation to your matter. If you receive any advice or recommendation from a third-party adviser that may have a bearing on a matter we are handling for you, you must ensure that such advice is communicated to us in writing as soon as possible.

2. Costs / Estimates / Billing

2.1 Fee calculations

All legal charges are made up of three main elements: our costs, expenses paid on your behalf and VAT.

All time spent by anyone working on your matter is recorded on computer and charged in six minute units at an hourly rate based on the experience of the person doing your work. This hourly rate applies to all work done on your behalf including drafting documents, attending meetings and court, telephone calls, reading and drafting letters and emails and meeting notes, taking statements from witnesses and any travel time. The hourly rate of the people who will be working on your matter will be notified to you in our Letter of Engagement, as will an estimate of the likely cost where possible.

Our hourly rates are reviewed from time to time, and you will be notified of any change in those rates.

Some of our work may involve a value element. If this applies to you it will be mentioned in the Letter of Engagement. This is in accordance with SRA recommendations.

2.2 Estimates

It is sometimes difficult to say in advance how long a matter will take, or what the total costs are likely to be, as it often depends on the response of third parties.

However, we appreciate this is often an area of concern to clients, so we endeavour to provide an estimate of likely costs based on our forecast of the time we expect will be necessary to deal with your matter. It will be as accurate as possible based on the information available to us at the relevant time.

If extra time is necessary because of unexpected difficulties, or if for any other reason our original estimate is exceeded, we reserve the right to amend our estimate and you will be notified of this. If during the course of your matter you would like details of the costs incurred to date, we will be pleased to supply this to you.

2.3 Expenses and Payments on account

In addition to our own fees, we may also incur expenses on your behalf. These vary according to the type of work undertaken for you, but can include expenses such as search fees, court fees, counsel's fees and travelling expenses.

It is our practice to ask you to make payment on account of some of the anticipated costs and expenses before we incur them for you. The payment will be held in our client account until the expenses are incurred and paid or until we deliver a bill to you. This sum is not an agreed fee or an estimate, but only a payment on account.

2.4 Interim Billing

We may submit interim invoices to you for work we have carried out at any time during a matter.

Interim invoices are typically submitted by us at fixed intervals, when the costs figure reaches a pre-determined amount or when the person handling your matter decides it would be appropriate to do so.

Unless expressed as a charge on account, an interim invoice will be a final bill for the work carried out for you during the period specified in the relevant invoice.

We believe this is in our mutual interests as it enables you to budget for costs and keep track of them.

2.5 Settlement of Accounts

All of our invoices, including interim invoices, are subject to VAT at the prevailing rate and are payable on receipt of our invoice. If we do not receive payment we reserve the right to charge interest at the rate payable on judgement debts, currently 8%. We also reserve the right to recover from you any costs incurred in obtaining payment from you. In the event of payment of an invoice not being made we reserve the right to decline to continue to act for you and carry out any further work. We are also entitled to retain any documents or papers in our possession until we receive payment in full.

Once an invoice has been delivered the collection is handled by our Accounts Department, who will, as a matter of course, send out statements of account and reminders to you. You should feel free to contact the person handling your matter in the first instance, or alternatively your Primary Contact or the Accounts Department, if you have any queries concerning an invoice.

If you wish to pay your invoice by a credit or debit card please contact our Accounts Department.

2.6 Interest

Clients' money is held in our client account. We are obliged to pay interest at a fair and reasonable rate, but as holding of your funds is incidental to carrying out the legal work, the rate is unlikely to be as high as any rate you can obtain for yourself.

We have to ensure that client money is immediately available which affects interest rates. We align our interest rates to the amount paid on the Nat West Client Deposit Manager. This interest rate will change from time to time.

Where money is held on our general client account, interest is paid without deduction of income tax, so it is your responsibility to notify HMRC of interest received from us. We account to you for a sum in lieu of interest which is calculated on a daily basis on amounts held from the day the funds become cleared for interest payments.

Interest is calculated and credited quarterly, but is not paid where the interest is less than £50. Where money is held on a separate designated deposit account interest is usually paid gross.

2.7 Third Party Funding

In the event that a third party has agreed to pay your legal costs, you remain liable to the full extent for payment of our fees, disbursements and expenses incurred in relation to the matter, regardless of any agreement you have with a third party as to payment.

We do not carry out Legal Aid work. If you believe that you may obtain funding from the Legal Aid Agency for your matter, you are responsible for investigating this before instructing us.

2.8 Sending and receiving funds

When we send money to you, we will call you on a trusted telephone number (usually one taken from you at the outset of the matter) to confirm the payment before we send funds. The reason that we do this is to reduce the risk of fraud.

We will not put our bank details in an email to avoid the risk of the email being altered by a third party. In any event, before transferring funds to us, we recommend that you confirm the bank details in person or by telephone in order to minimise the possibility of fraud. Please note we will not change our account details during the course of the transaction. If you receive correspondence to advise that the details have changed, please contact us by telephone immediately as the correspondence may be fraudulent.

2.9 Liability for your funds

In the event of a banking collapse or similar event, our liability for money which we hold for you is limited to the amount payable under the Financial Services Compensation Scheme (FSC Scheme) which at present is subject to a limit of £120,000 per person per authorised bank or building society. If we have to make a claim to the FSC Scheme in respect of money held on your behalf, we will ask you for your consent at that time to disclose information about you to the FSC Scheme in order to help them identify clients and the amount to which they are entitled under the scheme.

The FSCS have provisions for the protection of temporary higher balances and we refer you to

www.fscs.org.uk

for further information.

3. Termination

You may end your instructions to us at any time, but we are entitled to retain all your papers and documents while there is still money owed to us. We may decide to stop acting for you only with good reason and we will give you reasonable notice of such decision. If you or we decide that we should stop acting for you, you will pay our charges to that point calculated on an hourly basis, as set out in our Letter of Engagement.

4. Complaints

We are committed to high quality legal service. If you are unhappy about any aspect concerning the handling of your matter, please let us know and we will try to resolve your concerns.

Please ask us if you require a copy of our complaints procedure, which is also available on our website

https://www.warners-solicitors.co.uk/about-us/complaints-procedure

If we are unable to resolve your complaint then you can have the complaint independently looked at by the Legal Ombudsman which investigates complaints about service issues with lawyers. They can be contacted on 0300 555 0333 or via their website

www.legalombudsman.org.uk

All correspondence should be sent to: Legal Ombudsman, PO Box 6167, Slough, SL1 0EH.

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

There are alternative complaint bodies which are competent to deal with complaints about legal services, but we only agree to the matter being referred to the Legal Ombudsman.

You should also be aware that not all clients are entitled to have their complaint considered by the Legal Ombudsman as the service is only open to individuals, small businesses, charities, clubs and trusts. Please check the Legal Ombudsman's website for more information.

5. Regulations

5.1 Anti Money Laundering

To counter the risks of money laundering and terrorist financing, we are required to verify our clients' identity with documents or information from a reliable and independent source and to retain such records.

This also applies to any beneficial owners other than the client (e.g. shareholders, partners and beneficiaries under a trust) and any directors giving us instructions.

In order to comply with our obligations we may use an online service provider to carry out electronic identity verification. In many cases this avoids the need for you to supply documents to us. A small charge to cover the cost of carrying out such checks may be charged at our discretion. In addition to carrying out electronic identity verification, sometimes photographic evidence of identity, such as a passport, will still be required and you agree to supply such additional documentation promptly when requested. We may also require you to provide information and/or documents to verify the source of any funds.

Copies of reports and documents obtained must be retained in our records as required under the regulations (for at least 5 years). We are obliged to carry out such checks when first instructed on each new matter and, on occasions, during the course of your matter. Otherwise we cannot act for you. Our policy is to keep such reports and records for longer than the 5 year minimum; 15 years in paper form and indefinitely electronically although this is restricted (an encryption method) on closure of your file and we ask you to consent to this in our engagement letter. You can ask for such consent to be withdrawn at any time but please note that we may need to keep it for the purpose of legal proceedings (as permitted under the regulations).

5.2 Cash receipts

We are unable to accept any cash payments exceeding £1000 or to send money on your behalf to an unknown third party. We have the right to enquire as to the source of funds or refuse to receive it from a third party. We are also obliged by law to report any reasonable suspicions about instructions received, transactions and activities to the regulatory authorities. This may affect our relationship with you, so far as confidentiality is concerned.

If we are required under legislation (including Money Laundering Regulations and the Proceeds of Crime Act) to refrain from communicating with clients and progressing a matter, we accept no liability for the consequences of being prevented from doing so.

5.3 Cheques and Bank Transfers

If any payment is made by cheque at least seven working days must be allowed for payment to clear before funds can be used. In certain cases therefore, payment by cheque may be inappropriate. If you send money by BACS bank transfer, please ensure that you use your client reference which you can find at the top of the Letter of Engagement. Failure to do so may cause delays in funds being allocated to your matter and may ultimately result in funds being returned to you, causing a delay to the progression of your matter.

5.4 Cooling Off

If you deal with us as an individual rather than as a business then the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 may apply. Please see our Letter of Engagement for further information. Your continuing instructions will amount to acceptance of our terms.

5.5 Data Protection

We use the information you provide us with primarily for the provision of legal services to you but we may also use it to comply with legal obligations and for our legitimate interests to develop our services and grow our business including analysis for managing our firm and marketing our services to you. Our use of personal data is explained in more detail in our privacy notices accessible on our website. You always have the right to opt-out of receiving marketing materials by emailing dataprotection@warners.law

5.6 Facilitation of Tax Evasion

Under the Criminal Finances Act 2017, a firm of solicitors that fails to take reasonable measures to prevent the facilitation of tax evasion is guilty of a criminal offence, and we therefore have a policy of zero tolerance towards tax evasion and the facilitation of tax evasion.

6. Insurance and our liability

6.1 Professional Indemnity Insurance

We are required to carry a minimum £3 million worth of professional indemnity cover. However, we provide a much higher level of insurance cover of £20 million. The territorial coverage of the policy is worldwide. Our insurers and their contact details are:

Starr International (Europe) Ltd - 4th Floor, 30 Fenchurch Avenue, London, United Kingdom, EC3M 5AD

Zurich Insurance - Company Limited –The Zurich Centre, 3000 Parkway, Whiteley, Fareham, Hampshire, PO15 7JZ

6.2 Limits of our liability

We draw your attention to the following in particular

In this section a "claim" means any claim whether arising out of your matter or otherwise, and whether such a claim is made in contract, tort, on the ground of breach of trust or on any other basis.

In connection with the services provided by us, any claim can only be brought against Warners Law LLP and not against its individual members, officers, employees or consultants. As stated above, we have in place indemnity insurance of at least the minimum cover required by the SRA and we are responsible for the actions of individuals undertaking work on our behalf. You agree that it is not reasonable to impose any additional legal duty on individuals and our services are provided on the basis that you are not entitled to do so. If you have any concerns in relation to this please raise them with us before agreeing to these terms.

Where a person is called a 'partner', the purpose is to indicate that person's status. All partners are acting in their capacity as members or employees of Warners Law LLP.

Our Civil Liability to you for any one claim (both terms having the same meaning as in the SRA's Minimum Terms and Conditions of Professional Indemnity Insurance) is limited to £3,000,000 (three million pounds sterling). Although in the great majority of cases this limit is more than adequate, if you consider that a higher limitation amount might be reasonable in your circumstances, then you must contact us and we will consider increasing the limit to ensure that it is reasonable. This may result in an increased level of charges to reflect a change to the sharing of risk between us. Any agreed modified limit will be confirmed in an amended letter of engagement.

We will not be liable for any loss, damage, costs or expenses of an indirect or consequential, special or exemplary nature, including without limitation any economic loss or other loss of turnover, profits, opportunities, business or goodwill.

We limit our liability only as far as the law permits. We do not limit our liability where, because of our negligence, we cause death or personal injury to occur or for claims based on fraud.

The services that we provide are solely for you and (except with our express written agreement) no other person shall be entitled to receive copies of or to rely on our advice for any purpose and we shall have no duties to any third party.

7. Other Information

7.1 Document storage

In contrast to most banks and other institutions we currently make no charge for storing clients' wills, deeds or other securities in our strong rooms. However, we reserve the right to review this policy from time to time and will notify you in writing of any changes.

7.2 Your files and papers

For audit and quality control purposes the files and papers we hold for you may from time to time be reviewed by third parties.

7.3 Financial Services/ Insurance Distribution

Warners is not authorised by the Financial Conduct Authority. However we are included on the register maintained by the Financial Conduct Authority so that we can carry on insurance distribution activity, which is broadly the advising on, selling and administration of insurance contracts. This part of our business, including arrangements for complaints or redress if something goes wrong, is regulated by the SRA. The register can be accessed via the Financial Conduct Authority website at

www.FCA.org.uk/register

The Law Society is a designated professional body for the purposes of the Financial Services and Markets Act 2000.

7.4 Standards and Regulations 2019

The standards expected of solicitors and firms are contained in the SRA's Standards and Regulations 2019. These are available on the SRA's website:

www.sra.org

7.5 Equality and Diversity

We are committed to promoting equality and diversity in all of our dealings with clients, third parties and employees. A copy of our Equality and Diversity Policy is available on request.

Terms of Business

Supplementary sheet- Litigation Clients

warners solicitors

8. Litigation (non-criminal)

8.1 Liability for adverse costs

If you were to lose your case, or for some other reason the court made a costs award against you, then you would have to pay in the region of 70% to 90% of the other party's legal costs.

8.2 Costs recovery

If you are involved in a successful court action, you may receive payment of your costs from the other party. However, it is rare for this system of "assessment of costs" (as it is known) to result in the other party having to pay the full amount of your costs.

Costs recovery is normally in the region of 70-90% but may be less if the court decides that your costs were disproportionate to the amount or issues at stake. You will remain liable to us for the balance of the costs.

Unless you can reach agreement as to the amount of your costs which your opponent is willing to pay, your costs will be assessed at a hearing before a costs judge. This process is known as "detailed assessment" and a detailed assessment hearing is likely to be a year or more after trial or settlement. The detailed assessment process is extremely expensive and can cost as much as tens of thousands of pounds in complex and expensive cases. These costs are likely to include significant fees for Counsel and our costs draftsman. There is also a risk of being ordered to pay your opponent's legal costs of the detailed assessment process.

From 1st October 2023, new procedures relating to the recovery of costs were introduced and apply to cases worth between £25,000 and £100,000. It is likely that the introduction of these rules on Fixed Recoverable Costs will reduce still further (and possibly quite significantly) the amount of costs which can be recovered from the losing party.

8.3 Enforcement

If you do obtain a costs and/or damages award against your opponent, there is no guarantee that your opponent will be willing or even able to pay. If your opponent does not pay, then you may have to incur further legal costs in taking enforcement measures against your opponent in order to extract payment.

8.4 Disclosure of documents

You should be aware of the obligation on both parties to give disclosure of all documents relevant to your case. The definition of what is included in the term "documents" is very wide indeed. It includes any kind of record, however stored, and includes electronically stored documents such as emails, spreadsheets, word processed documents and electronic diaries from any source whether computers, backed-up tapes, servers, mobiles, PDAs or web-based applications. Certain documents are what are called "privileged" from disclosure, but we will identify those during the course of the disclosure process. You should also bear in mind that we will be under obligation, once lists of documents are exchanged, to allow your opponent/his solicitors to inspect (or take copies of on payment of our firm's photocopying charges) the originals of all documents disclosed.

It is therefore essential that you should not destroy any document which could conceivably be relevant however unimportant it may appear to you. Furthermore, you should bear this in mind that your opponent/ his solicitors will be entitled to inspect any new documents you create which are not privileged. We would therefore wish to be involved in the formulation of anything relevant to this matter which you may wish to commit to writing. Among other heads of privilege all communications between this firm and you relating to this case, and all communications between this firm and third parties for the same reason, will broadly be protected from compulsory disclosure by privilege.

8.5 Alternative dispute resolution

Attempting to settle your dispute either before or during the course of the case by means of alternative dispute resolution ("ADR") is something you should consider.

It would usually involve bringing in a paid mediator who would attempt to reach a settlement between you and your opponent. Mediation services can also be provided free of charge by the court, although our experience is that this is not as effective as engaging a paid mediator.

There are a variety of other forms of ADR which we can discuss if you would like:

- Early neutral evaluation: a preliminary assessment of the facts, evidence or legal merits to give guidance as to how a dispute would be determined to assist a negotiated settlement.
- Expert determination: appointment of independent expert or third party to decide the dispute.
- Med-arb: a more developed form of mediation which would allow the mediator to arbitrate the dispute and make a binding decision, if mediation was unsuccessful.

Both sides would have to agree to ADR in advance and each side would have to pay its own legal costs and the mediator's fees (except in the case of the appointment of a court mediator).

The process would be on a without prejudice basis and you would not therefore be committing yourself to a settlement imposed by a third party (except in the case of binding arbitration). Please let us know if you would like to explore this possibility further.

8.6 Third party payment of legal costs

If another person has agreed to pay all or part of our charges or expenses, you will still remain liable for those costs. You accept we may keep that third party informed about the progress of any dispute and the costs and expenses which are incurred. Third party funding may be provided, for example, under a legal expenses or public liability policy. Such policies are often added to household, business or motor insurance policies. You should therefore check any such policies carefully.

If we have not been notified about third party funding, we will proceed on the basis that no such funding is available to you.

8.7 After the event insurance

If you do not have the benefit of legal fees insurance through an existing policy and your case has sufficient merit, it may be possible to obtain after the event ("ATE") insurance cover against your obligation to pay your opponent's costs in the event that your case is unsuccessful. Such cover, when provided, often does not require a premium to be paid until the conclusion of the case, but the premium is not recoverable from your opponent as part of your costs if the claim is successful. If your case is unsuccessful, the policy, in addition to paying your opponent's costs, often insures the premium. We have established contacts with a reputable ATE insurer which we can contact if your case has sufficient merit and you instruct us to do so. Please note that we do not act as an insurance broker and at all times you are free to contact such a broker yourself or to instruct us to do so on your behalf to seek quotations for such cover. We will charge you for the time we spend in dealing with insurers and/or brokers in seeking and/or obtaining such ATE insurance.

8.8 No win no fee

It is possible to pursue or defend most types of case under a conditional fee agreement or damages based agreement (also known as a contingency fee agreement). We do not normally enter into agreements of this kind.

8.9 Unbundling of legal services

We are conscious that the cost of litigation is often very high and sometimes unaffordable for some clients. As an alternative to you instructing us to "come on the record" at court as acting for you in litigation and handling every aspect of the case for you, you may wish to consider instead acting as a litigant in person and asking us from time to time to handle only one aspect of the case. This is known as the "unbundling" of legal services and we are prepared to consider acting on this basis, in order to keep your costs down. We would only agree to do this after discussing this with you, because it would mean that you would be acting in person and primarily responsible for handling the case yourself and you would have to agree that we would not be held liable for any problems which arise in the case in relation to aspects of it (including meeting court deadlines) other than those which you have specifically instructed us to handle.

9. Employment Disputes – Important Information

9.1 Recovery of costs

It is almost impossible to recover legal costs in employment tribunal claims; even if you win you should assume that costs will not be awarded. Costs are an exception, are rarely awarded and it is very difficult to persuade an employment tribunal to make an award in the limited circumstances that apply. An employment tribunal must make a costs or preparation time order in unfair dismissal proceedings in limited specified circumstances. Otherwise, an award may only be made against a party or their representative where a tribunal finds that they have acted vexatiously, abusively, disruptively, or otherwise unreasonably in the bringing or conducting of proceedings, or a part of them, or if any claim in the proceedings has no reasonable prospect of success. A costs order may also be made if a party is in breach of any order or practice direction or a hearing has been postponed or adjourned on the application of a party made less than 7 days before the date of the hearing.

9.2 Third party payment of legal costs

If another person has agreed to pay all or part of our charges or expenses, you will still remain liable for those costs. You accept we may keep that third party informed about the progress of any dispute and the costs and expenses which are incurred. Third party funding may be provided, for example, under a legal expenses policy. Such policies are often added to household, business or motor insurance policies. You should therefore check any such policies carefully. If we have not been notified about third party funding, we will proceed on the basis that no such funding is available to you.

9.3 ACAS Conciliation

Most employment disputes require a party to contact Acas before a claim can be issued in the employment tribunal, unless one of the limited exceptions applies. If both parties agree, you will enter into a conciliation period which aims to settle the claim without the need for proceedings; this can last up to six weeks. There are strict time limits for bringing an employment tribunal claim, which must be adhered to but may be extended by up to a month where mandatory conciliation takes place. The exact time limit is complicated and you should take legal advice on this.

Client Privacy Notice

warners solicitors

What is the purpose of this document?

Warners Solicitors are committed to protecting the privacy and security of personal information.

This privacy notice describes how we collect and use personal information of our clients, in accordance with the UK General Data Protection Regulation (UK GDPR).

It applies to all of our clients, whether personal or business.

Warners Law LLP (our corporate name, Warners Solicitors is our trading name) is a "data controller". This means that we are responsible for deciding how we hold and use personal information about you, or your representatives (such as your directors, officers and employees) if you are a business client.

This notice applies to all of our current and former clients. This notice is not contractual in nature. We may update this notice at any time and make a copy of the update available to you. The most current version is always available to view on our website, www.warners-solicitors.co.uk.

It is important that you read this notice, together with any other privacy notice we may provide on specific occasions when we are collecting or processing personal information about you (or your representatives if you are a business client), so that you are aware of how and why we are using such information.

Data protection principles

We will comply with data protection law. This says that the personal information we hold about you or your representatives must be:

1. Used lawfully, fairly and in a transparent way.

2. Collected only for valid purposes that we have clearly explained to you and not used in any way that is incompatible with those purposes.

3. Relevant to the purposes we have told you about and limited only to those purposes.

4. Accurate and kept up to date.

5. Kept only as long as necessary for the purposes we have told you about.

6. Kept securely.

The kind of information we hold about you

Personal data, or personal information, means any information about an individual from which that person can be identified. It does not include data where the identity has been removed (anonymous data).

There are "special categories" of more sensitive personal data which require a higher level of protection.

We may collect, store, and use the following categories of personal information about you and possibly some of these categories of personal information about your representatives if you are a business client:

- Personal contact details such as name, title, addresses, telephone numbers, and personal and/or work email addresses.
- Date of birth.
- Gender.
- Marital status and dependants.
- Copy of passport, including your passport number.
- Copy of driving licence, including your licence number.
- National Insurance number.
- VAT number (to the extent that you are a sole trader or in a small partnership).
- Unique Taxpayers Reference Number (UTR) used by HM Revenue & Customs.
- Bank account details.
- Payroll records.
- Tax status information.
- Employment records (including salary, annual leave, pension and benefits information, job titles, work history, working hours, training records and professional memberships).
- Car registration.
- Photographs.

We may also collect, store and use the following "special categories" of more sensitive personal information:

- Information about your race or ethnicity, religious beliefs, sexual orientation and political opinions.
- Information about your health, including any medical condition, health and sickness records.
- Genetic information and biometric data.
- Information about criminal convictions and offences.

How is client personal information collected?

We typically collect personal information about individuals when taking instructions or dealing with their legal matter for them, either directly from the individual themselves or sometimes from our own background checks. We may sometimes collect additional information from third parties including referrers, solicitors on the other side of the matter or transaction, trustees, attorneys, other representatives of a business client and background check agencies.

We will collect additional personal information throughout the period of us acting for you in the course of the matter or transaction.

How we will use information about you or your representatives

We will only use the personal information of you or your representatives when the law allows us to. Most commonly, we will use personal information in the following circumstances:

1. Where we need to perform the contract we have entered into with you, i.e. when providing our legal services to you.

2. Where we need to comply with a legal obligation.

3. Where it is necessary for our legitimate interests (or those of a third party) and the individual's interests and fundamental rights do not override those interests.

We may also use personal information in the following situations, which are likely to be rare:

1. Where we need to protect your or your representatives interests (or someone else's interests).

2. Where it is needed in the public interest or for official purposes.

Situations in which we will use your personal information

We need all the categories of information in the list above (see ***The kind of information we hold about you***) primarily to allow us to provide legal services for you and to enable us to comply with legal obligations.

In some cases we may use personal information to pursue legitimate interests of our own or those of third parties, provided your or your representatives' interests and fundamental rights do not override those interests. The situations in which we will process personal information this way are listed below.

- Using contact details for marketing our legal services and our newsletter (provided the individual has an opportunity to object and to unsubscribe).
- To keep our records updated and to study how we provide our services and grow our business.
- To establish, exercise or defend a legal claim (against us or you).
- Complying with health and safety obligations.
- To prevent fraud or other criminal offences.
- To recover debts and involve debt collection agencies.
- To ensure network and information security, including preventing unauthorised access to our computer systems and electronic communications systems and preventing malicious software distribution.
- To conduct data analytics studies to review and better understand client retention and attrition rates.

Some of the above grounds for processing will overlap and there may be several grounds which justify our use of your or your representatives' personal information.

If you fail to provide personal information

If you fail to provide certain information when requested, we may not be able to provide legal services to you, or we may be prevented from complying with our legal obligations.

Change of purpose

We will only use your or your representatives' personal information for the purposes for which we collected it, unless we reasonably consider that we need to use it for another reason and that reason is compatible with the original purpose. If we need to use personal information for an unrelated purpose we will notify you and we will explain the legal basis which allows us to do so.

Please note that we may process personal information without your or your representatives' knowledge or consent, in compliance with the above rules, where this is required or permitted by law.

How we use particularly sensitive personal information

"Special categories" of particularly sensitive personal information require higher levels of protection. We need to have further justification for collecting, storing and using this type of personal information. We may process special categories of personal information in the following circumstances:

1. In limited circumstances, with your explicit written consent.

2. Where we need to carry out our legal obligations.

3. Where it is needed in the public interest, such as for equal opportunities monitoring.

4. Where it is needed to assess your capacity on health grounds, for example in private client services (e.g. wills or powers of attorney), subject to appropriate confidentiality safeguards.

Less commonly, we may process this type of information where it is needed in relation to legal claims or where it is needed to protect your or your representatives' interests (or someone else's interests) and you are not capable of giving or procuring consent, or where you or your representatives have already made the information public. We may also process such information in the course of legitimate business activities with the appropriate safeguards.

Our obligations

We will use your or your representatives' particularly sensitive personal information in the following ways:

- We will use information to comply with applicable laws.
- We will use information about your physical or mental health, or disability status, to ensure we give the correct legal advice (for example in private client services when documents are being executed or in matrimonial or family services when advising or representing you at court in divorce or children matters).
- We will use information about your race or national or ethnic origin, religious, philosophical or moral beliefs, or your sexual life or sexual orientation, to provide correct legal advice.

Do we need your consent?

We do not need your consent if we use special categories of your or your representatives' personal information for the establishment, exercise or defence of legal claims or to exercise specific rights pursuant to applicable law. In limited circumstances, we may approach you for written consent to allow us to process certain particularly sensitive data. If we do so, we will provide you with full details of the information that we would like and the reason we need it, so that you or your applicable representatives can carefully consider whether you or they wish to consent. You should be aware that it is not a condition of your legal retainer with us that you agree to or procure any request for consent from us.

Information about criminal convictions

We may only use information relating to criminal convictions where the law allows us to do so. This will usually be where such processing is necessary to carry out our obligations.

Less commonly, we may use information relating to criminal convictions where it is necessary in relation to legal claims, where it is necessary to protect your or your representatives' interests (or someone else's interests) and you or your representatives are not capable of giving consent, or where you or your representatives have already made the information public.

We may also process such information in the course of legitimate business activities with the appropriate safeguards.

We do not envisage that we will hold much information about criminal convictions.

However, we will collect information about criminal convictions if it is appropriate given the nature of the legal services required and where we are legally able to do so. Where appropriate, we may be notified of such information directly by you in the course of taking your instructions.

Automated decision-making

Automated decision-making takes place when an electronic system uses personal information to make a decision without human intervention. We are allowed to use automated decision-making in the following circumstances:

1. Where we have notified you of the decision and given you 21 days to request a reconsideration.

2. Where it is necessary to provide legal services to you and appropriate measures are in place to safeguard your rights.

3. In limited circumstances, with your or your representatives' explicit written consent and where appropriate measures are in place to safeguard your rights.

If we make an automated decision on the basis of any particularly sensitive personal information, we must have either explicit written consent or it must be justified in the public interest, and we must also put in place appropriate measures to safeguard your rights.

You and your representatives will not be subject to decisions that will have a significant impact on you or them based solely on automated decision-making, unless we have a lawful basis for doing so and we have notified you.

We do not envisage that any decisions will be taken about you or your representatives using automated means, however we will notify you in writing if this position changes.

Data sharing

We may have to share your or your representatives data with third parties, including third-party service providers.

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

We may transfer personal information outside the UK.

If we do, you can expect a similar degree of protection in respect of that personal information.

Why might you share personal information with third parties?

We may share personal information with third parties where required by law, where it is necessary to provide our legal services to you or administer the working relationship with you, or where we have another legitimate interest in doing so. We will often have to share personal information to third parties on the other side of the legal matter or transaction.

Which third-party service providers process personal information?

"Third parties" includes third-party service providers (including contractors and designated agents). The following activities are carried out by third-party service providers:

- Administration.
- IT services.
- Identity Checks.

How secure is the personal information with third-party service providers?

All our third-party service providers are required to take appropriate security measures to protect personal information in line with our policies. We do not allow our third-party service providers to use your or your representatives' personal data for their own purposes. We only permit them to process your personal data for specified purposes and in accordance with our instructions.

What about other third parties?

We may share your or your representatives' personal information with other third parties, for example in the context of the possible sale, merger or restructuring of our business. In this situation we will, so far as possible, share anonymised data with the other parties before the transaction completes. Once the transaction is completed, we will share your personal data with the other parties if and to the extent required under the terms of the transaction.

We may also need to share your personal information with the Solicitors Regulation Authority, another regulator or to otherwise comply with the law.

Transferring information outside the UK

We do not transfer the personal information we collect about you or your representatives outside of the UK unless there is an adequacy regulation in respect of the relevant country, we have put in place appropriate measures to ensure consistency with UK data protection law, a derogation under the UK GDPR applies or we obtain your explicit consent. A common applicable derogation applicable for us will be when the transfer is necessary for the provision of our legal services for you or when the transfer is necessary for the establishment, exercise or defence of legal claims.

Data security

We have put in place measures to protect the security of personal information. Details of these measures are available upon request.

Third-party service providers of ours will only process your or your representatives'' personal information on our instructions and where they have agreed to treat the information confidentially and to keep it secure.

We have put in place appropriate security measures to prevent your and your representatives' personal information from being accidentally lost, used or accessed in an unauthorised way, altered or disclosed. In addition, we limit access to personal information to those employees, our partners, agents, contractors and other third parties who have a business need to know. They will only process personal information on our instructions and they are subject to a duty of confidentiality. This does not apply to personal information shared with third parties on the other side of the legal matter or transaction, or to third parties where we have a legal obligation to do so (e.g. HM Revenue & Customs), who will themselves become a data controller under the UK GDPR and comply with the data protection principles.

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

Data retention

How long will you use the information for?

We retain your and your representatives' personal information for as long as is necessary.

The UK GDPR requires data controllers to retain personal information only for as long as necessary to fulfil the purposes it was collected but this includes for the purposes of satisfying any legal, accounting, or reporting requirements.

As solicitors, we are subject to a number of legal requirements, for example:

- Basic client details must be available many years into the future for conflict checks in accordance with our regulatory obligations (we must adhere to the Solicitors Regulation Authority's (SRA) Code of Conduct, the SRA being the relevant regulatory body under the Legal Services Act 2007).

- Our own regulatory solicitors' accounts rules oblige us to retain certain client account information for at least six years from the date of the last accounting entry.

- The Money Laundering Regulations 2007 require that we retain evidence of identity for at least five years after the business relationship ends and that we retain details of a transaction for a five year period from the date on which all activities taking place in the course of the transaction were completed.

- HM Revenue & Customs can investigate for up to 12 years after any assessment of trust accounts and we, whether advising clients on trusts or when acting as or for a trustee, should retain all tax papers for the period of 12 years after the end of the applicable trust period (which could last a very long time).

- In respect of conveyancing, the UK Finance Mortgage Lenders' Handbook for Conveyancers in England and Wales, which we must adhere to when an applicable lender is involved, obliges us to keep client files for at least six years from the date of the mortgage for evidential purposes.

In addition to obvious legal requirements, we must retain personal data for our own and our clients' legitimate interests:

- Section 14B of the Limitation Act 1980 provides that a negligence claim will be time-barred after 15 years from the date on which the act or omission constituting negligence occurred, even where the cause of action has not yet accrued. Therefore, the very latest point that an action in negligence is likely to be taken is at the end of that 15-year period and we may need applicable evidence from our files during that time in respect of that negligence, to establish, exercise or defend a legal claim, whether for our clients or ourselves.

- We often need to keep paper files for more than 15 years for private client matters where an estate will to be administered many years in the future following the death of the client or in respect of trusts which may need to be administered for up to 125 years.

Accordingly, we will need to retain client files, which will contain personal data, for potentially long periods of time before destruction although, in the vast majority of situations, we will not be using the personal data on them until the specific need arises.

Our general policy on file retention is to destroy our physical paper files after 15 years (given the risk of negligence outlined above) unless we need to keep it longer to satisfy any other requirements and, as stated above, in respect of wills and trusts, this could be indefinitely during your lifetime given the rule on perpetuities relevant to the trust period (which is 125 years). Electronic client files are currently stored indefinitely but where appropriate matter documents may be restricted, password protected or encrypted, accessible only with a password or electronic key under the control of designated staff or anonymised or pseudonymised 15 years after the closure of the matter (as stated above, basic client details must be available after 15 years for conflict checks in accordance with our regulatory obligations and to allow us to retrieve strongroom documents relevant to the matter (see below)).

Emails that may contain your personal information are also stored indefinitely but secured using a cloud-based archiving solution, which requires the mailbox user's identification and password. As emails are relevant to client files, the same retention reasons specified above apply.

We never destroy original documents (e.g. wills, executed contractual documentation and title documents) that are kept in our strongroom. These will be kept indefinitely with client consent until the client requests them or it is safe to destroy them.

As indicated above, in some circumstances we may anonymise personal information so that it can no longer be associated with you or your representatives, in which case we may use such information without further notice to you, and we may also pseudonymise or encypt personal information so that it can no longer be associated with you without implementing technical measures as is permitted under the UK GDPR.

Rights of access, correction, erasure and restriction

Your duty to inform us of changes

It is important that the personal information we hold about you or your representatives is accurate and current. Please keep us informed if any personal information changes during your retainer with us.

Your rights in connection with personal information

Under certain circumstances, by law you and your representatives have the right to:

- **Request access** to personal information (commonly known as a "data subject access request"). This enables an individual to receive a copy of the personal information we hold about him or her and to check that we are lawfully processing it.

- **Request correction** of the personal information that we hold about an individual. This enables any incomplete or inaccurate information we hold about an individual to be corrected.

- **Request erasure** of personal information. This enables an individual to ask us to delete or remove personal information where there is no good reason for us continuing to process it. Also, an individual has the right to ask us to delete or remove personal information where he or she has exercised the right to object to processing (see below).

PLEASE NOTE THOUGH THAT ALTHOUGH AN INDIVIDUAL IS ENTITLED TO REQUEST ERASURE, BECAUSE WE ARE SOLICITORS WE CAN ALWAYS REFUSE TO COMPLY WITH A REQUEST WHERE WE NEED TO PROCESS INFORMATION FOR THE ESTABLISHMENT, EXERCISE OR DEFENCE OF LEGAL CLAIMS OR TO COMPLY WITH A LEGAL OBLIGATION.

- **Object to processing** of personal information where we are relying on a legitimate interest (or those of a third party) and there is something about an individual's particular situation which makes him or her want to object to processing on this ground. For example, an individual always has the right to object where we are processing his or her personal information for direct marketing purposes.

AGAIN, PLEASE NOTE THAT, AS WITH THE RIGHT OF ERASURE, WE MAY WELL NEED TO CONTINUE TO PROCESS THE DATA UNDER APPLICABLE EXEMPTIONS WHICH INCLUDE COMPELLING LEGITIMATE GROUNDS OR FOR THE ESTABLISHMENT, EXERCISE OR DEFENCE OF LEGAL CLAIMS.

- **Request the restriction of processing** of personal information. This enables an individual to ask us to suspend the processing of personal information about him or her, for example to establish its accuracy or the reason for processing it.

PLEASE NOTE THAT, SIMILAR TO THE RIGHT OF ERASURE AND OBJECTION, EVEN IF PROCESSING IS RESTRICTED WE MAY WELL NEED TO CONTINUE TO PROCESS THE DATA UNDER APPLICABLE EXEMPTIONS WHICH INCLUDE THE ESTABLISHMENT, EXERCISE OR DEFENCE OF LEGAL CLAIMS.

- **Request the transfer** of personal information to another party.

If you or your representatives want to review, verify, correct or request erasure of your or their personal information, object to the processing of your personal data, or request that we transfer a copy of the personal information to another party, please contact dataprotection@warners.law or send a letter addressed "Data Protection" to our Tonbridge office on Bank Street.

No fee usually required

No individual will have to pay a fee to access his or her personal information (or to exercise any of the other rights). However, we may charge a reasonable fee if a request for access is clearly unfounded or excessive. Alternatively, we may refuse to comply with the request in such circumstances.

Please note that the personal information of representatives of business clients must be requested by the individual concerned (e.g. the board of directors cannot request the personal data of one of its employees, the employee should request this directly).

What we may need

We may need to request specific information to help us confirm an individual's identity and ensure his or her right to access the information (or to exercise any other rights). This is another appropriate security measure to ensure that personal information is not disclosed to any person who has no right to receive it.

Right to withdraw consent

In circumstances where you or your representatives may have provided your consent to the collection, processing and transfer of your personal information for a specific purpose, that individual has the right to withdraw such consent at any time. To withdraw consent, the individual should contact enquiries@warners.law or send a letter addressed "Data Protection" to our Tonbridge office on Bank Street. Once we have received notification that consent has been withdrawn, we will no longer process the information for the purpose or purposes originally consented to, unless we have another legitimate basis for doing so in law.

No data protection officer

We have not appointed a data protection officer (DPO) but our Risk & Compliance Committee oversees compliance with this privacy notice. If you or your representatives have any questions about this privacy notice or how we handle personal information, please contact dataprotection@warners.law or send a letter addressed "Data Protection" to our Tonbridge office on Bank Street in the first instance. Every individual has the right to make a complaint at any time to the Information Commissioner's Office (ICO), the UK supervisory authority for data protection issues.

Changes to this privacy notice

We reserve the right to update this privacy notice at any time, which will be posted on our website. Please check back frequently to see any updates or changes to this privacy notice. We may also notify you in other ways from time to time about our processing of personal information.