

TERMS OF BUSINESS

1. Introduction

- 1.1 These Terms and Conditions of Business ("Terms of Business"), read together with the accompanying Client Care Letter and or No Win No Fee agreement (collectively, the "Terms"), set out the basis upon which Frederick Solicitors Ltd ("Frederick Solicitors") will provide its services to you, the Client. All work undertaken by Frederick Solicitors is subject to the Terms, unless otherwise agreed in writing and signed by a Frederick Solicitors Partner.
- 1.2 You are deemed to have accepted the Terms if you continue to seek our advice, communicate with us or instruct us, in relation to your matter or the work set out in the Client care letter.
- 1.3 References in these Terms of Business to "we", "us" or "our" are references to Frederick Solicitors. References to "you" or "your" are references to the Client.
- 1.4 Any reference to "Partner" means a Partner, Member, Consultant or Employee with equivalent standing and qualifications in the company or one of its affiliates.
- 1.5 Frederick Solicitors is authorised and regulated by the Solicitors Regulation Authority (SRA). The SRA Standards and Regulations can be found on their website at www.sra.org.uk/solicitors/standards-regulations.

2. Our Contract

- 2.1 The Terms constitute the entire Agreement between Frederick Solicitors and the Client and supersede any previous Agreement or understanding in relation to any work undertaken for the Client. No amendment or variation to the Terms shall be effective unless it is made in writing and signed by Frederick Solicitors.
- 2.2 Where there is any inconsistency between the Terms of Business and the information set out in the Client Care Letter, Client Care Letter shall take precedence.

3. Our Client

- 3.1 Frederick Solicitors Client in relation to the Work it undertakes is the Client. Frederick Solicitors is under no duty, nor does it accept any responsibility, to any person or legal entity other than the Client.
- 3.2 The Client and Frederick Solicitors agree that Frederick Solicitors services are provided solely for the benefit of the Client and, for the purposes of the Contracts (Rights of Third Parties) Act 1999, the Agreement under which Frederick Solicitors provides its services to the Client is enforceable only by Frederick Solicitors and the Client and not by any other party.
- 3.3 You instruct us separately in relation to each matter where we provide advice or services and therefore you do not engage us on a permanent basis.

4. Communications with the Client

- 4.1 Unless Frederick Solicitors is expressly instructed to the contrary, Frederick Solicitors shall be entitled to assume that:
 - 4.1.1 Whoever provides instructions to us has actual authority to do so. We may rely on any information given to us by that person.
 - 4.1.2 Where instructions have been provided on behalf of a body corporate or other organisation or entity, we can assume that our Terms of Engagement have been properly authorised by the Board of Directors or other appropriate decision-making body of the organisation or entity; and
 - 4.1.3 Frederick Solicitors may act upon such instructions whether given orally, in writing or by email or other form of electronic communication.
- 4.2 Where Frederick Solicitors communicates with the Client by email or other electronic form of communication, the Client accepts the risks inherent in that form of communication, including but not limited to the risk of interception and unauthorised access. Frederick Solicitors screens all incoming and outgoing email messages for known viruses, but the Client acknowledges and accepts that Frederick Solicitors cannot guarantee that its emails will be virus free. Frederick Solicitors do not accept any liability for loss resulting from the use of email for communication between us or between Frederick Solicitors and third parties.
- 4.3 You agree that we can send out interim; final bill or any legal notice to you via email.
- 4.4 Our advice will be based on our interpretation of the law at the time the advice is provided. Unless specifically agreed otherwise we are not obliged to update our advice in respect of any subsequent changes in the law.

5. Service Standards and Your Right to Complain

- 5.1 Frederick Solicitors is committed to providing all its' Clients with the highest possible levels of service and the best possible legal advice; however, Frederick Solicitors recognises that things can sometimes go wrong.
- 5.2 You will have a Client Relationship Partner who will be responsible for liaising with you on all the matters we undertake for you.
- 5.3 In the event that the Client has any concern with the service the Client has received from Frederick Solicitors, the Client should raise its concern with the Partner supervising the Work, who will do their best to resolve the Client's concerns. If, however, the Client is not satisfied by the action taken or does not feel it can raise the concern with the Partner supervising the Work, the Client should ask to have its concerns reviewed by Jonathan Frederick, Frederick Solicitors' Designated Complaints Handler, who will provide the Client with full written details of Frederick Solicitors' complaints procedure and will thoroughly investigate the Client's concerns.
- 5.4 If you are not satisfied with our response the Legal Ombudsman may be able to consider your complaint. There are, however, restrictions to this service for organisations, as set out on their website (see below). The contact details for the Legal Ombudsman are:

Legal Ombudsman
PO Box 6806
Wolverhampton
WV1 9WJ

Telephone: 0300 555 0333
E-mail: enquiries@legalombudsman.org.uk
Website: www.legalombudsman.org.uk
Minicom: 0300 555 1777

- 5.5 You should bring any complaint to the Legal Ombudsman within six months of the end of our complaints process. In addition, you should be aware that the Legal Ombudsman will not accept your complaint if:
 - 5.5.1 more than one year has elapsed from the date of the act or omission giving rise to the complaint; or
 - 5.5.2 more than one year has elapsed from the time when you should have known about the complaint.

- 5.6 You may also be able to object to our bill by applying to the Court for an assessment under Part III of the Solicitors Act 1974. If you exercise this right, you could be prevented from making a complaint to the Legal Ombudsman. In addition, if you apply to the Court for an assessment and all or part of the bill remains unpaid at the end of that assessment, we are entitled to charge interest. There are strict time limits that apply to this process and you may wish to seek independent legal advice.
- 5.7 The Partners of the firm are either Solicitors or Barristers of England and Wales and are bound by professional rules of conduct which can be accessed via www.sra.org.uk/solicitors/standards-regulations.

6. **Our Fees and Disbursements**

- 6.1 **Frederick Solicitors' Fees:**
- 6.1.1 Save as set out below for new Clients we will apply a fee of £30 plus VAT in respect of various administrative functions and identity searches that we are required to undertake ("File Opening Fee"). We will also charge the File Opening Fee should you instruct us on a further matter more than one year after these searches have been performed, or such revised fee as shall be charged for such administrative functions and identity searches at that time.
- 6.1.2 We will not charge a File Opening Fee at all where a Client is (i) FCA registered (ii) a listed Plc (iii) a UK law firm or (iv) where we in our sole discretion waive the File Opening Fee.
- 6.1.3 The scope of the work to be undertaken by Frederick Solicitors (the "Work"), and Frederick Solicitors' fees for the Work (or the method by which those fees are to be calculated) is set out in the Client Care Letter. The Work may be extended or varied in accordance with any subsequent instructions agreed with the Client.
- 6.1.4 Rates for additional services are set out below. These will be chargeable as appropriate when necessary for the provision of work done on your behalf.

Service Detail	Fee (+ VAT)
Special Recorded Post	Royal Mail Rate
Bank Transfers	£20.00

- 6.1.5 Frederick Solicitors is required to comply with various statutory and regulatory requirements (such as the Money Laundering Regulations) in relation to its Retainer with the Client. The work done, and any other actions that Frederick Solicitors may be required to take, in order to comply with those requirements, form part of the Work and Frederick Solicitors may include the cost of any such work (together with VAT) as applicable in the fees payable by the Client.

6.2 **Disbursements**

In addition to its fees, Frederick Solicitors may also incur disbursements (including VAT, where applicable) in relation to the Work, and the basis on which they are charged are set out in the Client Care Letter. These may be incurred during a matter without your prior approval.

6.3 **Payment of Costs and Disbursements**

- 6.3.1 The Client is responsible for payment of Frederick Solicitors' fees, disbursements, and VAT (where applicable). Frederick Solicitors' invoices will always be addressed to the Client and are payable by the Client in accordance with the terms of payment as set out in the Terms.
- 6.3.2 The Client may agree with a third party that that third party will pay Frederick Solicitors' fees and disbursements on behalf of the Client. Frederick Solicitors will not, however, be a party to that agreement and will expect the Client to make payment of Frederick Solicitors' invoices in the event that the third party fails for any reason to make payment within the time set out in the Terms.
- 6.3.3 In Contentious Matters:
- 6.3.3.1 The Client may obtain a Court Order requiring a third party to pay a contribution toward the Client's costs. Any such Order shall not relieve the Client of its obligation to pay Frederick Solicitors' fees and disbursements and the Client shall not be entitled to withhold or delay payment of Frederick Solicitors' invoices pending receipt of payment under the Court Order. You will remain responsible for payment of our bills irrespective of the outcome of any contentious matter; and
- 6.3.3.2 Any money recovered from another party will be applied against any outstanding bills and any interest on them.

6.4 **VAT**

- 6.4.1 Unless otherwise expressly stated, the fees set out in the Client Care Letter are exclusive of VAT and are subject, where applicable, to VAT at the prevailing rate. Frederick Solicitors' VAT number is 348587940

7. **Invoicing and Payment**

- 7.1 Frederick Solicitors may issue monthly or more frequent invoices to the Client for the Work undertaken to date, any disbursements incurred and any applicable VAT.
- 7.2 Frederick Solicitors' invoices are payable on presentation to the Client. If payment of an invoice is not made in full within 14 days of presentation, Frederick Solicitors reserves the right to charge interest at 8% for the time any balance is outstanding from the date of presentation of the invoice until payment.
- 7.3 If a bill is overdue for payment, we may suspend or terminate the provision of any services to you (and others with whom you are associated) and retain any documents, papers and other materials belonging to you and others with whom you are associated.
- 7.4 Unless otherwise previously agreed in writing, Frederick Solicitors shall be entitled to payment of its fees, disbursements, and VAT regardless of whether a particular matter has been successfully concluded or completed.
- 7.5 When we are instructed on a matter by or on behalf of more than one person or company, each person or company for whom we act will be jointly and severally liable for payment of the full amount of our fees, disbursements, and VAT.
- 7.6 If our bills are not payable by you as our Client but by a third party, you will still be liable for any VAT in respect of our charges. We are only able to issue VAT invoices to you and not to a third party.
- 7.7 If our services are subject to VAT, you must indemnify us fully on demand for any interest, penalties or legal costs which we incur as a result of any incorrect information in relation to your VAT status, which you have provided.

- 7.8 You acknowledge that emails and attachments may not be secure and that there is a risk of third-party interference with communications including the details of invoices. For this reason, we will never notify you of changes to our bank details via email. If you receive an email that appears to come from us, providing different bank details to the ones we supplied at the outset of the matter or indicating a change in our bank details, you must telephone the person dealing with your matter immediately. Please do not reply to the email or act on any information contained in it. We will not accept responsibility if you transfer money into an incorrect account. Where we send invoices or other requests for payment electronically, you will, before making any payment in respect of that invoice or request, first contact us by telephone to confirm our banks details. It is your responsibility to ensure that any payments the Client makes are sent to the correct account as payment to any other account will not be accepted as settlement of or payment towards the debt.
8. **Client Account**
- 8.1 Any money that Frederick Solicitors holds on behalf of the Client will be deposited in a Client bank account. Frederick Solicitors will not be responsible for any mistake or failure by the bank.
- 8.2 Frederick Solicitors may apply any money held on the Client's behalf towards the discharge of Frederick Solicitors invoices.
- 8.3 Where Frederick Solicitors holds monies on account of costs, no interest is payable.
9. **No Cash Accepted**
Frederick Solicitors policy is not to accept any cash from the Client either in payment of an invoice or as a source of funds.
10. **Termination/Suspension of Instructions (The Work)**
- 10.1 The Client may terminate the Work at any time by giving written notice to Frederick Solicitors.
- 10.2 Frederick Solicitors may in its absolute discretion suspend or terminate the Work forthwith if:
- 10.2.1 the Client fails to make a payment on account of fees and/or disbursements and/or VAT;
- 10.2.2 the Client fails to pay any invoice within 14 days of its presentation to the Client;
- 10.2.3 the Client persistently fails to pay invoices in accordance with the terms agreed in the Terms;
- 10.2.4 the Client persistently fails to provide Frederick Solicitors with instructions in relation to the Work
- 10.2.5 the Client's instructions may result in Frederick Solicitors being required to act in a manner that is unlawful and/or may contravene applicable legislative or regulatory requirements and/or may otherwise give rise to unacceptable professional risk to Frederick Solicitors or breach of our duty under the Solicitors Regulation Authority Code of Conduct;
- 10.2.6 the Proceeds of Crime Act 2002, The Money Laundering Regulations 2017, or any legislation of like or similar effect prohibits Frederick Solicitors from continuing to act for the Client;
- 10.2.7 the relationship between Frederick Solicitors and the Client has otherwise irretrievably broken down; or
- 10.2.8 for any other reason.
- 10.3 In the event that the Client or Frederick Solicitors suspends or terminates the Work, Frederick Solicitors shall be entitled to invoice the Client for our fees in respect of the Work done, disbursements incurred and any applicable VAT to the point that the Work was suspended or terminated, and in respect of any work (such as applications to remove Frederick Solicitors from the Court or Tribunal Register as acting for the Client) that may reasonably be necessary following such suspension or termination. Where we have acted for you on a fixed fee or no win no fee basis, we shall be entitled to calculate our costs on the basis of hours spent on your matter multiplied by the fee earners hourly rate, plus VAT, expenses and disbursements. Any invoice raised by Frederick Solicitors as a result of work being suspended or terminated shall be payable immediately upon presentation to the Client.
11. **Liability**
- 11.1 Unless otherwise agreed in writing, the aggregate liability:
- 11.1.1 shall not exceed £3,000,000 or the minimum required by law, whichever is the greater:
- 11.1.1.1 whether to you or any third party;
- 11.1.1.2 on the part of Frederick Solicitors or its Partners, Employees or Consultants together, for any losses incurred by you as a result of or in connection with any breach of contract, breach of trust, breach of fiduciary duty or tort (including negligence) or other civil liability.
- 11.2 Frederick Solicitors fees chargeable to the Client in respect of the Work have been calculated by reference to:
- 11.2.1 the risk to Frederick Solicitors associated with the Work;
- 11.2.2 the general provision of the Terms;
- 11.2.3 the level of indemnity insurance carried by Frederick Solicitors.
- 11.3 If the Client wishes Frederick Solicitors to accept a greater risk and/or increased limit of liability, Frederick Solicitors may be prepared to do so although Frederick Solicitors may, in these circumstances, include a surcharge referable to the additional risk accepted by Frederick Solicitors and/or the cost to Frederick Solicitors of any additional insurance cover that may be required.
- 11.4 Frederick Solicitors shall not in any circumstances be liable to the Client for any loss of profit or any other consequential or indirect loss (howsoever arising). Our liability to you in connection with this matter is limited to the proportion of loss or damage (including interest and costs) suffered by you, which is just and equitable, having regard to the extent of your own responsibility and the contribution of any other person to the loss or damage regardless of any contractual or other limitation of their liability and/or their ability to pay and/or limitation defences available to them.
- 11.5 The Client agrees that the liability of Frederick Solicitors, its Partners, Employees, Subcontractors and Consultants shall not be increased by any limitation, exclusion, or restriction of liability that the Client may have agreed with any other advisor, by the Client's inability to recover against any of its advisors, or by the Client's decision not to recover from any of its advisors. The Client agrees that it will inform Frederick Solicitors if the Client agrees, or is asked to agree, to limit the liability of any of the Client's other advisors in relation to the Work.
- 11.6 If goods and/or services are supplied or provided by any third party ("Third Party") in connection with the Work, and regardless of whether Frederick Solicitors has recommended the Third Party to the Client and/or has engaged the Third Party on the Client's behalf, Frederick Solicitors do not accept any responsibility for the performance, acts or omissions of the Third Party nor do Frederick Solicitors give any warranty, guarantee or other representation as to the suitability or quality of such goods and/or services but may, where applicable, at the request of the Client assign to the Client the benefit of any warranty, guarantee or representation given by the Third Party. Where Frederick Solicitors instructs a Third Party on your behalf, you will be their client and you will be responsible for payment of their fees and expenses. If we pay their fees or expenses, we will invoice you for them and payment will be due in accordance with section 6.
- 11.7 We can only limit our liability to the extent the law allows. We cannot limit our liability for death or personal injury caused by our negligence.

- 11.8 Frederick Solicitors (rather than its Members, Employees, and Consultants as individuals) will provide advice and services to you, and Frederick Solicitors alone will be responsible for the performance of the agreement between Frederick Solicitors and the Client. You agree that you will not bring any claim for any losses incurred by you because of or in connection with any breach of contract, breach of trust, breach of fiduciary duty or tort (including negligence) or other civil liability in connection with any advice and/or services provided to you against any Member, Employee or Consultant of Frederick Solicitors itself for the acts or omissions of its Members, Employees or Consultants.
- 11.9 All work done and advice provided by us is for your use benefit only and may not be passed on to any other person without our prior written approval, and subject to such conditions as we may impose at the time.
- 11.10 We shall have no liability for any loss or damage suffered by you because of our inability to comply with your instructions to transfer monies because of bank insolvency or other inability or mistake of a bank to pay.
- 11.11 Pursuant to various statutes, regulations, or Court Orders, we may, exceptionally, have obligations that lead us to disclosing details of your affairs to the relevant authorities. We will not always be permitted to inform you that this has occurred. In some cases, compliance with these obligations may cause delay in carrying out your instructions or proceeding with the matter and provided we have acted in good faith, we shall have no liability to you for the consequences of such delay.

12. Disclosure, Storage and Retrieval of Documents

- 12.1 After completing the Work, or following the termination or suspension of the Work, Frederick Solicitors is entitled to keep all the Client's papers and documents while there is money owed to Frederick Solicitors for its fees and disbursements and any applicable VAT (whether in respect of the Work or otherwise).
- 12.2 Frederick Solicitors will retain its electronic file of working papers (the "File") in accordance with the below:

Client Files:

Matter Type	Retention Period
All Matters	6 years from the end of the matter

- 12.3 Frederick Solicitors will not normally charge for retrieving papers or documents from storage that are in relation to continuing or new instructions. Frederick Solicitors may, however, charge the Client for time spent producing papers or documents to the Client (or a third party at the Client's request), or for other related work (including work done reading and responding to correspondence).
- 12.4 Please be aware that if a matter on which we act for you is the subject of contested Proceedings/litigation, you are very likely to have to disclose to your opponent and the Court documents including electronic documents (e.g., emails) relevant to the matter. Please make sure that you do not destroy any documents that relate to the matter in any way as your position in Proceedings may be seriously damaged if you do.

13. Intellectual Property Rights

- 13.1 All copyright and other intellectual property rights in all documents, reports, written advices, or other materials of whatever nature provided by Frederick Solicitors to the Client (collectively, the "Work Product") remain vested in Frederick Solicitors.
- 13.2 The Client has the full right and licence to distribute copies of the Work Product within its own organisation in relation solely to the Work. If the Client wishes to distribute copies of the Work Product within its own organisation for other purposes and/or to third parties outside its own organisation (for any purpose), it will require Frederick Solicitors' prior written permission to do so.
- 13.3 The Client may be required to provide documents, materials and/or other property (collectively, the "Materials") to Frederick Solicitors for the purposes of the Work. Subject to the provisions of this section 13 any rights that the Client may have in the Materials shall not be affected by the provision of the Materials to Frederick Solicitors and, subject to Frederick Solicitors' right to exercise a lien over the Materials in respect of any sums owing by the Client to Frederick Solicitors (whether in respect of the Work or otherwise), Frederick Solicitors will at the Client's request return the Materials to the Client when the Work to which the Materials relate has been completed.
- 13.4 As part of the Work Frederick Solicitors may (in its absolute discretion) copy all or any part of the Materials and/or incorporate all or any part of the Materials into the Work Product and make such use of the Work Product incorporating the Materials as Frederick Solicitors may (in its absolute discretion) deem appropriate. If Frederick Solicitors does so the Client will:
 - 13.4.1 be deemed to have granted without charge to Frederick Solicitors a permanent irrevocable royalty free licence for Frederick Solicitors to use such rights that the Client may have in the Materials as are required by Frederick Solicitors to copy and/or incorporate and/or use the Materials and/or Work Product in the manner aforesaid; and
 - 13.4.2 at the Client's own expense obtain all third party licences and/or consents as may be required to enable Frederick Solicitors to copy and/or incorporate and/or use the Materials and/or Work Product in the manner aforesaid and the Client shall fully and effectively indemnify and hold Frederick Solicitors harmless in respect of any claims made by any third party that the use made by Frederick Solicitors of the Materials and/or Work Product contravenes any of such third party's rights in the Materials.

14. Data Protection

- 14.1 In this clause the following defined terms have the meanings set out below:
 - 14.1.1 Data Protection Law: (i) the UK General Data Protection Regulation (the UK GDPR) and the Data Protection Act 2018 (the Data Protection Act). (ii) any successor legislation to the UK GDPR or the Data Protection Act 2018.
 - 14.1.2 Personal Data; Process; Processing; Data Controller; Data Processor and Data Subject; Sub processor Shall have the meanings as described to those definitions in Data Protection Law.
- 14.2 Fair collection notice for Client data.
 - 14.2.1 All information that we hold concerning individual Clients will be held and processed by us strictly in accordance with Data Protection Law and in accordance with The SRA Principles and the SRA Codes of Conduct for Solicitors and for Law Firms. If any breach of data protection occurs, Frederick Solicitors will act in accordance with Data Protection Law and the SRA Codes of Conduct. Your information, including any Personal Data, will be used by us to provide you with the services set out in our Client Care Letter or otherwise as you have requested. It may also be used, unless you provide Frederick Solicitors with written instructions to the contrary, to give you information about our other services and events, which we think may be of interest to you.
 - 14.2.2 We need to process personal data in order to complete our contractual and legal obligations. We process Personal Data in line with our Privacy Notice (copy can be provided upon request). If you have any questions or wish to assert your rights, please contact our Data Protection Manager, Mr Jonathan Frederick on 0113 5132047 or by email to jfrederick@fredericksolicitors.co.uk

15. **Money Laundering Regulation**

- 15.1 The law requires Solicitors to get satisfactory evidence of the identity of their Clients and sometimes people related to them. This is because Solicitors who deal with money and property on behalf of their Client can be used by criminals wanting to launder money. To comply with the law, we need to get evidence of your identity as soon as possible.
- 15.2 We are professionally and legally obliged to keep your affairs confidential. However, Solicitors may be required by statute to make a disclosure to the National Crime Agency where they know or suspect that a transaction may involve money laundering or terrorist financing. If we make a disclosure in relation to your matter, we may not be able to tell you that a disclosure has been made. We may have to stop working on your matter for a period and may not be able to tell you why.
- 15.3 We may be required to undertake source of funds checks in line with our obligations. On request you must provide satisfactory evidence of source of funds and/or source of wealth. This may include the provision of documentary evidence.

16. **Confidentiality and Legal Privilege**

- 16.1 Any information that the Client provides to Frederick Solicitors which Frederick Solicitors receives in relation to the Work from third parties during the course of its retainer for the Client (other than information that is already in the public domain) is confidential and shall not (other than as is required by Frederick Solicitor compliance with the Law) be disclosed to third parties without the Client's consent, subject to any exceptions within these Terms of Business.
- 16.2 Any advice that Frederick Solicitors gives to the Client in relation to the Client's legal rights and obligations is subject to legal privilege, which means that the advice is confidential and cannot be required to be disclosed to third parties. Frederick Solicitors will not (other than as is required by Frederick Solicitors compliance with the Law) disclose any privileged information to third parties without the Client's prior consent, subject to any exceptions within these Terms of Business.
- 16.3 Any commercially sensitive or privileged information may be disclosed to another person in certain circumstances, including but not limited to: (a) with your consent; (b) to your other professional advisers; (c) where disclosure is required by law, court order or any regulatory authority; (d) to the extent that such information enters, or has entered, the public domain, or (e) to our auditors or other professional advisers in connection with the performance of their duties.
- 16.4 We may use external agencies for typing, photocopying, printing and preparation of due diligence and you agree that we may disclose information to third parties for that purpose. There may be occasions where outsourcing of other activities is desirable. We will advise you before outsourcing other activities.
- 16.5 For the purposes of this section 16 the term Frederick Solicitors shall include, without limitation, Frederick Solicitors Members, Employees and Consultants, and such individuals shall not be deemed to be a third party.

17. **Applicable Law and Jurisdiction**

Frederick Solicitors' Agreement with the Client is deemed to have been negotiated and made in England and Wales and is in all respects governed by and shall be construed in accordance with the law of England and Wales. Any non-contractual obligations arising out of or in connection with Frederick Solicitors' Contract with the Client shall also be governed by and shall be construed in accordance with English & Welsh Law. The English & Welsh Courts shall have exclusive jurisdiction over any dispute between Frederick Solicitors and the Client.

18. **Insurance**

In accordance with the disclosure requirements of The Provision of Services Regulations 2009, our professional indemnity insurers are Travelers Insurance Company Limited.

19. **Equality and Diversity**

We are committed to promoting equality and diversity in the way we operate our business and in our dealings with, clients, third parties and employees. A copy of our diversity policy is available on request.

20. **Consumer Contracts Regulations 2013**

If you are a private Client and we have met with you but not at our offices, or you have instructed us remotely i.e., by telephone, letter or email, the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 apply to your matter. If applicable, this means that you have the right to cancel your instructions to us within 14 days of entering into the contract. To exercise the right to cancel, you must inform us by email, or post. We cannot commence work within the cancellation period without your express request to do so. Where you require us to commence work immediately or where the work to be undertaken is of an urgent nature due to time constraints, you still have the right to cancel the contract within 14 days, but you will be required to pay a reasonable sum, calculated at our hourly rate, for the work undertaken up to the point at which you notify us of the cancellation.

PRIVACY NOTICE

Privacy Notice

Frederick Solicitors Ltd is committed to protecting and respecting your privacy. This notice sets out the basis on which any personal data we collect from you, or that you provide to us, will be processed by us. Please read the following carefully to understand how we will treat it, protect it and to understand more about your rights. By providing your personal information to us you are agreeing to us using your information as described in this policy.

Definitions

We or Us:	Frederick Solicitors Ltd, Mr. Jonathan Frederick, 2 Infirmary Street, Leeds, LS1 2JP, jfrederick@fredericksolicitors.co.uk, 01135132047
Personal data:	Any data or information, in electronic or organised hard copy, that identifies you personally or which relates to you when you are identifiable.
Special categories of personal data:	Sensitive information relating to you, namely: health records; information regarding your sex life, sexual orientation, political opinions, religious or philosophical beliefs, racial or ethnic origin, trade union membership; and genetic and biometric data

Personal data we process

- Your name and contact details
- ID and other information we require to conduct due diligence on you
- Personal and financial information relating to your legal matter
- Special categories of personal data, where relevant to your legal matter

Our lawful basis for processing your personal data and special categories of personal data (sensitive information)

You have instructed us to give you legal advice and/or representation. The solicitor-client relationship is a contractual one, and it is a requirement that you agree to our terms of business. To perform this contract, it is unavoidable that this requires us to collect, process and store personal information about you.

We have legal and regulatory duties to process certain personal data, including ID and other information we require to conduct due diligence on you.

The information requested when you instruct us is required to identify you and perform our service for you. If you do not provide the requested information, we will not be able to provide our service to you.

We have a legitimate interest in contacting you to market our services to you.

For special categories of personal data, we are permitted to process your data (e.g., health records) for the purposes of giving legal advice.

In summary, we do not anticipate requiring your explicit consent to process your personal data. If that changes, we will let you know.

How will we use your personal data?

We use information you provide to us in the following ways:

- to identify you and provide you with the legal services you have requested.
- to provide you with information you have requested about services we offer.
- to carry out our obligations arising from any contracts entered into between you and us and to provide you with the information and services that you request from us.
- to notify you about changes to our service.
- to deal with your feedback, query or complaint.
- we also use your information to administer, support, improve and develop our business generally and to enforce our legal rights.

Where we get your personal data from

- You or your representatives
- Public records
- Other parties you instruct us to contact (e.g., doctors, employers, estate agents, accountants, banks, surveyors, medical professionals, courts, regulatory bodies and other advisors and specialists related to your matter.
- Our clients and matter contacts may also provide us information about you if you are involved in a transaction or dispute with one of our clients or have a connection with them such as being a tenant or employee of a client.

Your data rights

You have the right, free of charge, to:

- Access your personal data (known as a subject access request).
- Have mistakes rectified.
- Have your personal data erased by us or restrict the way we process your personal data (subject to certain conditions). 'Port' your personal data to another provider.
- Object to us using your personal data for direct marketing – simply.
- Not be subject to 'automated processing' (often referred to as 'profiling').

You simply need to contact us to exercise any of your rights.

For more information on your legal rights see the Information Commissioner's website (www.ico.org.uk).

Retention of personal data

We are required by our insurers and regulators to keep your file and personal data for minimum periods. We are not however permitted to keep your personal data indefinitely or for longer than is necessary.

Our retention policy is that the minimum period we will keep files and other personal data relating to a legal matter is seven years. We may keep your file for significantly longer than that if it is necessary and in our legitimate interests to do so (for example files relating to wills, property or children, or where you request this). Please refer to paragraph 13.2 of our Terms of Business for further details on this.

We operate a rolling annual program of file destruction. All our files and other documents containing personal data are destroyed securely.

Sharing your personal data

We may need to share your personal data with other professionals who we instruct on your behalf (e.g. barristers and doctors), third parties who are vital to a transaction (e.g. mortgage provider, the courts), providers of services that are necessary to progress a legal matter (e.g. to perform our client due diligence checks on you), and people who you ask us to share your personal data with (such as estate agents, family members or other representatives).

We may also need to share your personal data with our regulators, insurers, and law enforcement agencies.

We may use external auditors to review our files for training, compliance, and quality.

Where we share your personal data with third parties, we will ensure that they have appropriate data protection arrangements in place.

Where we hold your personal data

Your data will be stored at our offices and on our IT equipment, or where your information is shared with a third party, at their premises or on their IT equipment.

Transferring your personal data outside of the EEA

Since we do not have offices outside England & Wales, we have no reason to transfer your personal data outside the European Economic Area unless you or a third party with whom we must share your personal data are based outside the EEA.

Where we use third party IT services (e.g., 'cloud' based software) we shall ensure that their data centres are either within the EEA or that there are lawful safeguards in place to protect your personal data to the same standard as if it were held within the EEA.

Data Protection Officer

We do not have a Data Protection Officer (DPO) but have appointed a Privacy Manager to implement our data protection policies and procedures. Our Privacy Manager's details are:

Name: Mr Jonathan Frederick
Email: jfrederick@fredericksolicitors.co.uk
Telephone: 01135132047

For the purposes of Data Protection legislation, the data controller is Frederick Solicitors Ltd.

Complaints and questions

If you have a complaint or question about our use of your personal data, please contact in the first instance our Data Protection Manager.

You may also make complaints direct to the Information Commissioner's Office (web: www.ico.org.uk/concerns Tel: 0303 123 1113)