

BEXLEY BEAUMONT

TERMS OF BUSINESS

BEXLEY BEAUMONT LIMITED

We, Bexley Beaumont Limited (**BB**), are a limited company, registered in England and Wales with company number 12216664 and our registered office is at Centurion House, 129 Deansgate, Manchester M3 3WR. Our VAT registration number is 340 0785 25. The word/title **partner** or **associate** at BB is used as a marketing term and means either a director, employee or consultant with equivalent standing and qualifications. References to the terms **we**, **us** or **our** means BB. A consultant at BB only has the title partner or associate as a marketing term and not as a director of BB.

We are authorised and regulated by the Solicitors Regulation Authority. You can find a copy of the SRA Standards and Regulations, which includes the SRA Codes of Conduct, at www.sra.org.uk.

We are a corporate and commercial boutique law firm and you can find further details by visiting our website at www.bexleybeaumont.com.

These terms and conditions of business (**Terms and Conditions**), read together with our client care letter (**CCL**) (collectively, the **Terms**), sets out the basis upon which we will provide services to you, the Client (as defined below). References to **you** or **your** are references to the Client. All work undertaken by us is subject to the Terms, unless otherwise agreed in writing and signed by a BB partner.

Where there is any inconsistency between the Terms of Business and the information set out in the CCL, the CCL shall take precedence. These Terms constitute the entire agreement between us and the Client and supersede any previous agreement or understanding in relation to the Work (as defined below). No amendment or variation to the Terms shall be effective unless it is made in writing and signed by a BB partner.

1 YOUR INSTRUCTIONS

- 1.1 We will take your instructions on your particular matter and give you advice according to English law. Our client in relation to the Work (as defined below) we undertake is the client identified in the CCL (the **Client**). We are under no duty, nor do we accept any responsibility, to any party other than our Client, unless that other party is also a client of BB in relation to the work done. If we need separate advice from foreign lawyers, we will ask you first and the costs of the advice will then be an expense on your interim or final invoice. If you do not tell us something relevant, we cannot be responsible for not giving you advice on that.
- 1.2 We are advising and preparing documents for you and not anyone else. We do not accept any responsibility if anyone else relies on our advice unless we have agreed that with you.
- 1.3 Save in respect of paragraph 10.16 below, you and we agree that our services are provided solely for the benefit of the Client/you and, for the purposes of the Contracts (Rights of Third Parties) Act 1999, the agreement under which we provides our services to you is enforceable only by us and you and not by any other party.
- 1.4 You agree to 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.
- 1.5 When instructed on a new matter we will discuss with you the information we require in order to help you achieve your goals. We will need you and any other professional advisers who are also engaged on the matter to provide us with accurate information promptly.
- 1.6 If more than one person instructs us, we will not accept instructions to act for all of you if we believe that there might be a conflict between your individual interests. However, we will discuss this with you, if necessary/if we identify a potential conflict of interest(s). If at any time you feel that there is a conflict between some or all of you on any aspect of your matter, you must let us know.
- 1.7 Unless we have agreed it separately with you, we will not be giving you tax advice on your matter.
- 1.8 We will keep you informed of progress on your matter, but you must let us know if you would like us to discuss particular reporting requirements with you.

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2 COMMUNICATIONS WITH YOU

- 2.1 Unless we agree a particular way of communicating with you, we will choose whether we contact you in writing, in person, by phone or by email.
- 2.2 Unless we are expressly instructed to the contrary, we shall be entitled to assume that whoever provides instructions to us has actual authority to do so. We may rely on any information given to us by that person. Where instructions have been provided on behalf of a body corporate or other organisation or entity, we can assume that our Terms have been properly authorised by the board of directors or other appropriate decision-making body of the organisation or entity. We may act upon such instructions whether given orally, in writing or by email or other form of electronic communication.
- 2.3 Where we communicate with you by email or other electronic form of communication, you accept the risks inherent in that form of communication, including but not limited to the risk of interception and unauthorised access. We cannot guarantee that our emails will be virus free. We do not accept any liability for loss resulting from the use of email for communication between you and us or between us and third parties.
- 2.4 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.

3. OUR FEES

- 3.1 We charge for our time and expertise.
- 3.2 We may agree charges up to a certain level, fixed charges or charges that depend on circumstances. In some matters, we might also agree to do set amounts of work in return for a fixed charge each year. Alternatively, we may record the time that we spend working on your matter in units of six minutes so that there are 10 units for each hour. In working out our charges, we may also take into account factors such as how complex or urgent the matter is.
- 3.3 If the lawyer is time recording, they will have an hourly charging rate which depends on seniority and experience. We will normally review and change our lawyers' hourly charging rates once a year.
- 3.4 We will give you an estimate of our charges however our actual charges may be less or more. Any estimate we give you is not a binding quote unless we agree with you that it is. If we do agree a quote with you, it will be based on your specific instructions and if there is any change to these instructions or Work we may have to agree an extra quote or estimate with you.
- 3.5 VAT (where relevant and at the appropriate rate) will be charged as at the date of our invoice on our charges and on any expenses that we pay or agree to pay whilst acting for you.
- 3.6 For UK clients we will apply a standard administration fee of £25 plus VAT where we are acting for an individual and £40 plus VAT where we are acting for an organisation in respect of various administrative functions and identity verification searches that we are required to undertake (**File Opening Fee**) however in the event that we incur further costs to satisfy our regulatory requirements we will inform you of such costs and charge these to you, including (without limitation) costs in relation to searches of international registries. We may also charge the File Opening Fee at our discretion (or such revised fee as shall be charged for such administrative functions and identity searches at that time) periodically to meet the ongoing regulatory requirements under paragraph 15.1, including (without limitation) should you instruct us on a further matter more than one year (or, at our sole discretion, two years) after these searches have been performed, or when relevant should we act for you on any given matter for an extended period irrespective of whether or not a new matter is opened.
- 3.7 The scope of the work to be undertaken by us (the **Work**), and our fees for the Work (or the method by which those fees are to be calculated) are set out in the CCL. The Work may be extended or varied in accordance with any subsequent instructions agreed with you.
- 3.8 We may ask that you pay our fees and/or disbursements upfront and we may charge you for any Work (including all disbursements) that we do not complete (for whatever reason).
- 3.9 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 – our Fees	Fee (+VAT)
Winding up Searches	£5.94 per search

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Special or Recorded Post	Royal Mail Rate
Bank Transfer up to £1,000,000	No charge
Bank transfers over £1,000,000 or by CHAPS, BACS or Next Day	£15
Bank transfers outside of the United Kingdom	£15 or as advised
Bank transfers in any currency other than GBP	£15 or as advised

3.10 If applicable, we will apply a fee for administrative functions in relation to the set up and ongoing support of an online data room. These fees will be different on a case by case basis depending on the extent of the online data room and will be set out in your CCL.

3.11 We are required to comply with various statutory and regulatory requirements (such as the Money Laundering Regulations) in relation to our retainer with you. The work done, and any other actions that we may be required to take, in order to comply with those requirements, form part of the Work and we may include the cost of any such work (together with VAT, as applicable) in the fees payable by you.

4. **DISBURSEMENTS AND EXPENSES**

4.1 In addition to our fees, we 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 CCL. These may be incurred in the course of a matter without your prior approval.

4.2 When you instruct us, you are giving us permission to incur and pay disbursements on your behalf that are relevant to your matter. These disbursements, by way of example, might include court fees, registration fees, search fees, valuation fees, courier fees, stamp duty, stamp duty land tax, land registry fees, barrister fees and expert fees.

4.3 We may ask you to pay us upfront for any disbursements we pay or agree to while working on your matter.

4.4 If we do not ask you to pay us upfront for disbursements and we pay them on your behalf, we will either send you an interim invoice (which you must pay no later than 7 days from the date given on it) or we will include the disbursements on your final invoice.

4.5 We will also charge you for certain other services that we provide for you. These services may include expenses and processing charges, for example, photocopying and scanning documents, travel and subsistence expenses, same-day bank transfer fees and fees for forming a company for you.

5. **INVOICES AND PAYMENT**

5.1 We will send you invoices during the time we are acting for you; these are called interim invoices and we may send these monthly to you (they will cover the work undertaken to date, any disbursements incurred and any applicable VAT). At the end of your matter we will send you a final invoice.

5.2 You are responsible for payment of our fees, disbursements and VAT (where applicable). Our invoices will always be addressed to you as our Client and are payable by you as our Client in accordance with the terms of payment as set out in the Terms.

5.3 You may agree with a third party that a third party will pay our fees, disbursements and VAT on your behalf. We will not, however, be a party to that agreement and will expect you to make payment of our invoices in the event that the third party fails for any reason to make payment within the time set out in the Terms.

5.4 You must pay our invoices no later than 7 days from the date given on them unless we write to tell you that a different payment date applies. If you do not pay us within 14 days of that date, we may charge you interest under the Late Payment of Commercial Debts (Interest) Act 1998 on the amount you have not paid. This act currently allows us to charge you interest of 8% above the base lending rate of the Bank of England.

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- 5.5 If an invoice is overdue for payment, we may on reasonable written notice 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.
- 5.6 Unless otherwise previously agreed in writing, we shall be entitled to payment of our fees, disbursements and VAT regardless of whether a particular matter has been successfully concluded or completed.
- 5.7 You must pay our invoices without taking off or withholding any amount for any tax, unless you have to do so by law. If you need to take off or withhold an amount you must make sure that the money received by us is enough to pay the full amount of our invoices.
- 5.8 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.
- 5.9 If we hold money on your behalf (or if you are a company, on behalf of another company in your group), including any interest which may have built up, we may use this to pay or part pay our invoice(s).
- 5.10 If our invoice(s) 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.
- 5.11 If we owe you money or, if you are a company, another company in your group, we can reduce the amount you owe us under any invoice we have sent to you by the amount we owe you.
- 5.12 If you do not pay all or some of our invoice, we may be entitled to charge you interest on the unpaid amount under article 5 of the Solicitors' (Non-Contentious Business) Remuneration Order 2009.
- 5.13 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.
- 5.14 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 must, 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 you make are sent to the correct account as payment to any other account will not be accepted as settlement of or payment towards the debt.
- 5.15 In contentious matters you may obtain a Court Order requiring a third party to pay a contribution towards your costs. Any such order shall not relieve you of your obligation to pay our fees and disbursements and you shall not be entitled to withhold or delay payment of our invoices pending receipt of payment under the Court Order. You will remain responsible for payment of our invoices irrespective of the outcome of any contentious matter and any money recovered from another party will be applied against any outstanding invoices and any interest on them.
- 5.16 If you disagree with the amount of any of our interim or final invoices, you have a right under the Solicitors Act 1974 to ask the court to assess our invoice. You must do so within one month from the date we deliver the invoice. If it is after that but before 12 months from the date the invoice is delivered, you will have to ask the court's permission for the invoice to be assessed. Unless there are special circumstances, the court will not usually order an invoice to be assessed after (i) 12 months after the invoice has been delivered (ii) a judgement has been made to recover the costs under the invoice or (iii) the invoice has been paid, even if this is within 12 months.

Our policy on credit

- 5.17 If you do not pay any of our invoices on time, we may (i) take legal actions against you to get back the amount you owe (and this may include us instructing a collection agent) and/or (ii) stop working on any matter for you and/or (iii) keep your documents and papers and our papers until you have paid all the monies that you owe us.
- 5.18 If we take action against you as described at 5.17 above, we may claim interest from you under section 69 of the County Court Act 1984. We will also include our costs in connection with the proceedings. The rate of interest under this act is currently 8%.

6. VAT

- 6.1 Unless otherwise expressly stated, the fees set out in our CCL are exclusive of VAT and are subject, where applicable, to VAT at the prevailing rate.

7. MONEY, INTEREST AND CURRENCY

- 7.1 Any money that we hold on your behalf will be deposited in a designated client bank account or client deposit account with a clearing bank. We will not be responsible for any mistake or failure by the bank.

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- 7.2 Unless the money that we hold is for a specific purpose, we may apply any money held on your behalf towards the discharge of our invoices.
- 7.3 Where we hold monies on your behalf in our client account (and such monies are not being held to the order of a third party) for a period longer than 3 business days, we will ensure that a fair and reasonable sum in lieu of interest is paid to you in respect of the period for which client money is held after the first 3 business days calculated by using the interest rate applicable to our client account from time to time. No sum in lieu of interest is payable if the amount calculated on the monies held is £50.00 or less.
- 7.4 Unless we agree that a different currency will apply, our invoices will be in pounds sterling. You must also pay us in that currency. If we agree with you that our invoices will be in another currency, or that you can pay our invoices in another currency, you must make sure that the money you send us is enough to pay the amount in full after the exchange rate conversion. The exchange rate that will apply will be the rate on the day that you pay the invoice. If there is a change in the exchange rate and, as a result, there is a shortfall in the money we hold for you, you will have to pay the shortfall immediately.
- 7.5 You must pay us any bank charges which we have to pay for any currency conversion.
- 7.6 If the money we hold for you for payment of our invoices is greater than the amount of those invoices as a result of a change in the exchange rate, we will pay you the difference back.

8. COMMISSION

- 8.1 Unless we agree otherwise with you, we will pay you for any commission that any person or company pays us resulting from your matter.

9 SUSPENSION AND TERMINATION OF THE WORK

- 9.1 You may terminate the Work at any time by giving written notice to us.
- 9.2 We may in our absolute discretion suspend or terminate the Work forthwith in the event that (i) you fail to make a payment on account of fees and/or disbursements and/or VAT and/or (ii) you fail to pay any invoice within 14 days of the date given on the invoice and/or (iii) you persistently fail to pay invoices in accordance with these Terms and/or (iv) you persistently fail to provide us with instructions in relation to the Work and/or (v) your instructions may result in us 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 us or breach of our duty under the Solicitors Regulation Authority Standards and Regulations and/or (vi) the Proceeds of Crime Act 2002, The Money Laundering Regulations 2017, or any legislation of like or similar effect prohibits us from continuing to act for you and/or (vii) the relationship between us and you has otherwise irretrievably broken down.
- 9.3 In the event that you or we suspend or terminate the Work, we shall be entitled to invoice you 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 us from the Court Register as acting for you) that may reasonably be necessary following such suspension or termination. Any invoice raised by us as a result of work being suspended or terminated shall be payable within 7 days of the date given on the invoice.

10. LIABILITY

- 10.1 **You agree that we (Bexley Beaumont Limited) are acting for you. Our lawyers and consultants are not providing services on a personal basis to you - they are employees, consultants or directors of Bexley Beaumont Limited.**
- 10.2 **No single employee, consultant or director accepts any personal responsibility to you for any advice given to you or for work that we carry out for you. You agree that you will not bring a claim against any employee, consultant or director or partner or associate of Bexley Beaumont Limited for services they provide on our behalf.**
- 10.3 **You agree that the liability of Bexley Beaumont Limited, its partners, associates, employees, subcontractors and consultants shall not be increased by any limitation, exclusion or restriction of liability that you may have agreed with any other advisor, by your inability to recover against any of your advisors, or by your decision not to recover from any of your advisors. You agree that you will inform us if you agree, or are asked to agree, to limit the liability of any of your other advisors in relation to the Work.**
- 10.4 **If you instruct us in the course of your trade, business, craft or profession, we do not accept that we have a legal responsibility to you or to others in connection with your matter for any consequential, special, indirect or exemplary damages, costs or losses or any damages, costs or losses linked to lost profit or lost opportunity.**
- 10.5 **Unless otherwise agreed in writing, our aggregate liability shall not exceed £3,000,000 or the minimum required by law, whichever is the greater:**
- 10.5.1 **whether to you or any third party;**

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- 10.5.2 on the part of us or our partners, associates, 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.
- 10.6 Our fees chargeable to you in respect of the Work have been calculated by reference to (i) the risk to us associated with the Work (ii) the general provision of the Terms and (iii) the level of indemnity insurance carried by us and (iv) particularly, the limitations on our liability contained in this section 10.
- 10.7 If you wish us to accept a greater risk and/or increased limit of liability, we may be prepared to do so although we may, in these circumstances, include a surcharge referable to the additional risk accepted by us and/or the cost to us of any additional insurance cover that may be required.
- 10.8 We shall not in any circumstances be liable to you 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.
- 10.9 If goods and/or services are supplied or provided by any third party (Third Party) in connection with the Work, and regardless of whether we have recommended the Third Party to you and/or have engaged the Third Party on your behalf, we do not accept any responsibility for the performance, acts or omissions of the Third Party nor do we give any warranty, guarantee or other representation as to the benefit of any warranty, guarantee or representation given by the Third Party. Where we instruct 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 these Terms.
- 10.10 We can only limit our liability to the extent the law allows. In particular, we cannot limit our liability for death or personal injury caused by our negligence.
- 10.11 All work done and advice provided by us is for your use and 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.
- 10.12 We shall have no liability for any loss or damage suffered by you as a result 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.
- 10.13 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.
- 10.14 If you instruct us as a consumer (a person acting for purposes which are totally or mainly outside their trade, business, craft or profession), we do not accept that we have a legal responsibility to you or to others in connection with your matter for any of the following losses, even if we had been told that you or other people may suffer them:
- 10.14.1 losses that you could not expect when you instructed us;
 - 10.14.2 losses not caused by us breaking our contract with you;
 - 10.14.3 business losses, including losses of any individual not acting for purposes of their trade, business, craft or profession may suffer.
- 10.15 If you are a company, we are not responsible for advising your shareholders, directors or employees, unless they have specifically asked us to do so. If we do so, the advice will be under a separate agreement with them.
- 10.16 Each of our directors, employees and consultants is entitled to the benefit of these Terms under the Contracts (Right of Third Parties) Act 1999. However, we may change or end our contract with you without their permission.
- 10.17 Apart from what we say above at paragraph 10.16, our contract with you cannot be enforced under the Contracts (Rights of Third Parties) Act 1999. This means nobody other than you, us or our employees, consultants or directors has any right to enforce or rely on any term of our contract with you.
- 11. TAX AND INVESTMENT MATTERS**
- 11.1 There may be aspects of the Work where you require tax advice. Unless expressly stated to the contrary, these are not matters upon which we will advise you and you are expected to have your own tax advisors.
- 11.2 We are not authorised by the Financial Conduct Authority (FCA). If, while we are acting for you, you need advice on investments, we may have to refer you to someone who is authorised to provide the necessary advice. However, we may provide certain limited investment advice services where these are closely linked to the legal work we are doing for you. This is because we are members of the Law Society of England and Wales, which is a designated professional body for the purposes of the Financial Services and Markets Act 2000. The Solicitors Regulation Authority is the

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independent regulatory arm of the Law Society. The Legal Ombudsman deals with complaints against lawyers. If you are unhappy with any investment advice you receive from us, you should raise your concerns with either of those bodies.

- 11.3 If you are required to comply with the Disclosure Rules made by the FCA to comply with the Market Abuse Directive, we shall draw up and maintain an insider list of persons acting on your behalf and with access to inside information relating to you in accordance with the requirements set out in the Disclosure Rules. For this purpose, we rely on you to let us know when information to which we have access is inside information. We will ensure that every person on our insider list acknowledges the legal and regulatory duties entailed and is aware of the sanctions attaching to the misuse or improper circulation of inside information. We will provide a copy of the list to you as soon as possible after being requested to do so by any of your directors or your company secretary. The list will be kept for five years from the date it is drawn up or, if later, from the date it is updated.

Insurance Distribution Activity

- 11.4 We are not authorised by the FCA. However, we are included on the register maintained by the FCA 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 Solicitors Regulation Authority. The register can be accessed via the Financial Conduct authority website at www.fca.org.uk/firms/financialservices-register. If you are unhappy with any insurance advice you receive from us, you should raise your concerns with either the Solicitors Regulation Authority or the Legal Ombudsman, whose address details are in these Terms.

12. DISCLOSURE, STORAGE AND RETRIEVAL OF FILES AND DOCUMENTS

- 12.1 After completing the Work, or following the termination or suspension of the Work, we are entitled to keep all your papers and documents while there is money owed to us for our fees and disbursements and any applicable VAT (whether in respect of the Work or otherwise).
- 12.2 We will retain our electronic file of working papers (the **File**) in accordance with the table below.

Client Files

Matter Type	Retention Period
Matters under Deed	13 years from end of matter
Matters on behalf of minors	7 years from the date of the client attaining 18 years
Wills	Indefinitely
Other matters	7 years from the end of matter

- 12.3 We will not normally charge for retrieving papers or documents from storage that are in relation to continuing or new instructions. We may, however, charge you for time spent producing papers or documents to you (or a third party at your request), or for other related work (including work done reading and responding to correspondence).
- 12.4 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. Do not destroy or delete or allow to be destroyed or deleted any documents that relate to the matter in any way as your position in any proceedings may be seriously damaged if you do.

13 INTELLECTUAL PROPERTY

- 13.1 In working for you we will use our know-how and experience. We will share this with you by giving you advice and preparing documents on your matter. This is our confidential information. All copyright and other intellectual property rights in all documents, reports, written advices or other materials of whatever nature provided by us to you (the **Work Product**) remain vested in us.

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- 13.2 You have the full right and licence to distribute copies of the Work Product within your own organisation in relation solely to the Work. If you wish to distribute copies of the Work Product within your own organisation for other purposes and/or to third parties outside your own organisation (for any purpose), it will require our prior written permission to do so.
- 13.3 You may be required to provide documents, materials and/or other property (the **Materials**) to us for the purposes of the Work. Subject to the provisions of this paragraph 13, any rights that you may have in the Materials shall not be affected by the provision of the Materials to us and, subject to our right to exercise a lien over the Materials in respect of any sums owing by you to us (whether in respect of the Work or otherwise), we will at your request return the Materials to you when the Work to which the Materials relate has been completed.
- 13.4 As part of the Work we may (in our 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 we may (in our absolute discretion) deem appropriate. If we do so you will (i) be deemed to have granted without charge to us a permanent irrevocable royalty free licence for us to use such rights that you may have in the Materials as are required by us to copy and/or incorporate and/or use the Materials and/or Work Product in the manner aforesaid and (ii) at your own expense obtain all third party licences and/or consents as may be required to enable us to copy and/or incorporate and/or use the Materials and/or Work Product in the manner aforesaid and you shall fully and effectively indemnify and hold us harmless in respect of any claims made by any third party that the use made by us of the Materials and/or Work Product contravenes any of such third party's rights in the Materials.
- 13.5 To avoid any doubt, if you do not pay our invoices, we may cancel your right to use our confidential information and intellectual property.

14. DATA PROTECTION AND USING DATA

- 14.1 Under data protection law we have given the Information Commissioner's Office formal notice that we handle personal information. We have to tell you about your rights under data protection law. Please see the Privacy Notice at the end of these Terms.
- 14.2 In this paragraph the following terms have the meanings set opposite them:

Data Protection Law;	(i) the UK GDPR and any national implementing laws, regulations and secondary legislation, as amended or updated from time to time, in the UK, unless and until such time as the UK GDPR is no longer applicable in the UK; and then any successor legislation to the UK GDPR and (ii) the Data Protection Act 2018.
UK GDPR	UK General Data Protection Regulation (<i>Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, as it forms part of the law of England and Wales, Scotland and Northern Ireland by virtue of section 3 of the European Union (Withdrawal) Act 2018</i>).
Personal Data; Process; Processing; Data Controller; and Data Processor	shall have the meanings ascribed to those definitions in Data Protection Law.

- 14.3 All information that we hold concerning you will be held and processed by us strictly in accordance with Data Protection Law and in accordance with the Solicitors Regulation Authority Standards and Regulations (**SRA Standards and Regulations**). If any breach of data protection occurs, we will act in accordance with Data Protection Law and the SRA Standards and Regulations. Your information, including any Personal Data, will be used by us to provide you with the services set out in our CCL or otherwise as you have requested. It may also be used, unless you provide us 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.
- 14.4 We will not, without your consent, give your name, address or contact details to any third party unless (i) this is necessary or, in our opinion in your best interests, to provide you with the services set out in the terms of the CCL and/or (ii) this is necessary to comply with our professional duties under the law or the SRA Standards and Regulations.
- 14.5 We may need to reveal personal information about you to other people. It is impossible to list everyone this includes because it will depend on your matter. However, examples include the court, experts, barristers' legal agents, other people involved in your legal action, enquiry agents or other service providers.

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- 14.6 In some cases we may have a legal duty to release information about you. If we have to release personal information about you as part of the Work, we will only release what is reasonable and appropriate.
- 14.7 We might need to share personal information about you with companies or businesses that we control or are connected to us.
- 14.8 Our IT, document production, finance and accounting functions, document storage, verification and checking processes, and telephone answering service are managed by other organisations and in addition many of our Partners are acting as consultants for us and each of these organisations may process your information for us. As a result, we may need to share with them personal information about you so they can maintain our systems and processes.
- 14.9 As you are instructing us to provide professional services to you, we will be a Data Controller of your Personal Data.
- 14.10 You understand that we will use your Personal Data to provide you with the services set out in our CCL or otherwise as you have requested. To this extent you instruct us to use your Personal Data to provide those services. Any personal data we receive from you for the purposes of our money laundering checks will be processed only for the purposes of preventing money laundering and terrorist financing, or as otherwise permitted by law or with your consent.
- 14.11 Please ensure that before you transfer any Personal Data to us, you have the necessary authority and consent to enable such Personal Data to be lawfully transferred to us.
- 14.12 You consent to us appointing third party suppliers as processors of your Personal Data (data processors). Data processors include solicitors who we engage as consultants to provide legal services to clients on our behalf. We have entered into or (as the case may be) will be entering into with those data-processors, a written agreement incorporating terms which are substantially similar to those set out in this paragraph.
- 14.13 Individuals, under Data Protection Law, have the right to obtain information from us, including a description of the Personal Data that we hold about them. To make a Data Protection Act request or to ask any questions about data protection and privacy, please read the Privacy Notice at the end of these Terms or speak to our Data Protection Officer.
- 15. MONEY LAUNDERING AND TERRORIST FINANCING REGULATIONS**
- 15.1 The law requires solicitors to obtain satisfactory evidence of the identity of our clients and sometimes people related to them (this includes beneficial owners so people who own or control a client). 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 and take measures periodically to ensure such evidence is valid and up to date.
- 15.2 We will use any personal information about you for the purposes of preventing money laundering and terrorism.
- 15.3 We may do an independent computer identity check on you with another service provider and we may ask you to show us some form of personal or business documents (in order to comply with the Money Laundering, Terrorist Financing, and Transfer of Funds (Information on the Payer) Regulations 2017) (as amended from time to time) (**Money Laundering Regulations**).
- 15.4 The service provider who carried out the check will record the fact that we have carried out a search and may also use the details from our search in the future to help other companies confirm people's identities. The provider may also reveal your information to a credit reference agency to confirm your identity. That agency may keep a record of the search, but they will not carry out a credit check and your credit rating will not be affected.
- 15.5 We have to keep to these **Money Laundering** Regulations continually, and this may mean that there is a delay in the work we are carrying out for you. Neither we, nor our employees, consultants or directors accept any liability to you for any loss or damage caused by that delay.
- 15.6 We are professionally and legally obliged to keep your affairs confidential. However, solicitors may be required by law to make a disclosure to the National Crime Agency (**NCA**) where they know or suspect that a transaction may involve money laundering or terrorist financing. If we make a disclosure in relation to your matter, we may not be able to tell you that a disclosure has been made. We may have to stop working on your matter for a period of time and may not be able to tell you why. The NCA will then decide whether or not to allow us to continue acting for you. If the NCA gives permission for us to act, it can still pass the information to any relevant body (for example, HM Revenue and Customs) and an investigation may take place at any time in the future. If the NCA finds evidence for our suspicions any privacy will be lost and we can discuss the matter with other people including showing them your letters, emails, phone call records and so on.
- 16 CONFIDENTIALITY, LEGAL PRIVILEGE AND CONFLICTS OF INTEREST**
- 16.1 Any information that you provide to us or which we receive in relation to the Work from third parties during the course of our retainer for you (other than information that is already in the public domain) is confidential and shall

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- not (other than as is required by our compliance with the law or where we must release information because of the nature of the work we are carrying out for you) be disclosed to third parties without your consent, subject to the provisions of these Terms.
- 16.2 Any advice that we give to you in relation to your 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. We will not (other than as is required by our compliance with the law) disclose any privileged information to third parties without your prior consent, subject to the provisions of these Terms.
- 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, (e) to our auditors or other professional advisers in connection with the performance of our duties (f) where we already held the information before we worked for you or (g) another person or organisation, with full authority, has given it to us.
- 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.
- 16.5 We may make your file about your matter available to our current or any future professional indemnity insurers.
- 16.6 For the purposes of this paragraph 16, the term Bexley Beaumont Limited or we or us shall include, without limitation, our directors, employees and consultants, and such individuals shall not be deemed to be a third party.
- 16.7 Our professional rules say that we cannot act or continue to act for you if there is an actual or possible conflict between your interests and the interests of another of our clients or our own interests. If this happens we may have to stop acting for you but we may continue to act for the other client.

17. CLIENT SATISFACTION AND COMPLAINTS

- 17.1 We aim to provide you with commercial and efficient service. You will have a partner who will be responsible for liaising with you on all the matters we undertake for you.
- 17.2 In the event that you have any concern with the service you have received from us, then you should raise your concern with the partner supervising the Work, who will do their best to resolve your concerns. If, however, you are not satisfied by the action taken or do not feel you can address the concern with the partner supervising the Work, you should ask to have your concerns reviewed by our CEO namely Karen Bexley, who will provide you with full written details of our complaints procedure and will investigate your concerns. When we receive your complaint, we will let you know within 7 days that we have received it and we will investigate it within 28 days. At this point we will write to you with the results of our investigation.
- 17.3 In the event that 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. The contact details for the Legal Ombudsman are:
- Telephone: 0300 555 0333
 - Minicom: 0300 555 1777
 - E-mail: enquiries@legalombudsman.org.uk
 - Website: www.legalombudsman.org.uk
 - Address: Legal Ombudsman, PO Box 6806, Wolverhampton WV1 9WJ
- 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:
- more than six years have elapsed from the date of the act or omission giving rise to the complaint; or
 - more than three years have elapsed from the time when you should have known about the complaint; or
 - the date of the alleged act or omission giving rise to the complaint was before 6th October 2010.
- You may also be able to object to our invoice 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 invoice 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.
- 17.4 The Solicitors Regulation Authority can also help you if you are concerned about our behaviour.

18. ELECTRONIC COMMUNICATIONS

- 18.1 If you give us your e-mail address or mobile phone number, you agree that we can contact you by electronic communication. We will also use electronic communications as a way of communicating with others about your matter.

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- 18.2 You should be aware and note that we have no control over the internet or telecommunications systems. We cannot guarantee that whoever receives any electronic communication that we send on your matter will receive it within a reasonable time and or at all.
- 18.3 We do not accept responsibility if (i) you or anyone else changes any electronic communication that we send about your matter after we send it (ii) we do not receive any electronic communication that anyone (including you) sends to us about your matter (iii) we do not receive (within the relevant time period) any urgent electronic communication that anyone sends us about your matter (iv) anyone changes any electronic communications sent to us about your matter before we receive it or (v) anyone does not receive any electronic communication that we send about your matter. The networks we use to send electronic communications do not guarantee their security or delivery standards.
- 18.4 We work closely with our IT service provider to try to ensure that our e-mails and attachments do not contain viruses. However, we do not guarantee our e-mail to be virus free and strongly recommend that you check any e-mail that we send to you for viruses before you open it.

19. INSURANCE

- 19.1 You must let us know before we start to act for you if you have an insurance policy relevant to your matter. Kindly send us a copy if you have an indemnity policy or a legal expenses insurance policy before we undertake any work for you.
- 19.2 If you have a relevant insurance policy you are still responsible for our fees, charges and disbursements in accordance with these Terms until your insurers confirm cover and until they refund them.
- 19.3 For matters involving legal action there are some insurances products available, called “after the event” insurance. We would be more than happy to discuss these with you if you would like us to do so.

20. PROFESSIONAL INDEMNITY INSURANCE

- 20.1 In accordance with the disclosure requirements of The Provision of Services Regulations 2009, our professional indemnity insurers are Travelers Insurance Company Limited. The territorial coverage of our policy is worldwide.

21. EQUALITY AND DIVERSITY

- 21.1 To promote equality and diversity in the way we operate our business and in our dealings with third parties and employees a copy of our diversity policy is available on request.

22. OUTSOURCED RETENTION AND ESCROW ACCOUNTS

- 22.1 We do not provide access to any retention and/or escrow accounts. We outsource the set up and ongoing maintenance of retention and escrow accounts to a third party should they be required by you. The outsourced third party will contract directly with you and will invoice you direct for this service (these fees are in addition to our fees). We shall not be responsible for and take no liability for the set up and/or ongoing maintenance of any such retention/escrow accounts.

23. MATTERS INVOLVING LEGAL PROCEEDINGS

- 23.1 This paragraph is relevant if you are making a claim or defending legal proceedings.
- 23.2 You are responsible for paying our invoices whether you are successful in your matter or not and even if the court eventually orders another person or company (**Other Party**) to pay or part pay your legal costs. The Other Party will not be responsible for paying the VAT part of your costs if you can recover that yourself. You should assume that even if you are successful you will have to pay legal costs over any amount of money that the Other Party has to pay you. This is because our hourly rates are higher than the guideline rates set by the court.
- 23.3 If you decide not to carry on with the case you may have to pay the Other Party's costs.
- 23.4 If you are not successful in any legal action as well as having to pay our charges, disbursements and expenses, the court will probably order you to pay part or all of the Other Party's costs.
- 23.4 The process of agreeing costs or having the court assess them can mean a delay between the court making an order for costs and the Other Party actually paying them. If the Other Party has to pay your costs at the end of the case, it may take several months for the court to decide the amount and for them to pay you. The court will expect you to have paid our charges, disbursements and expenses (and so will we) before you can recover them from the Other Party.
- 23.5 If we have to prepare a very detailed invoice (for example, if the court has to decide the question of costs) it will include itemising all the work we have done on your matter. You will have to pay us for preparing this invoice and also for the court fee(s).
- 23.6 During a matter/case, any person involved in it can apply for the court to decide a point of procedure or law. The court will often make each person provide details of their costs for preparing or responding to the application. Once

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the court has made its decision, it will usually decide which person will pay the costs of the application. You may have to pay some of the other person's costs during the proceedings.

- 23.7 You should be aware that in some matters/cases, there are different rules about costs.
- 23.8 During your matter, you will have to hand over to the Other Party all documents that relate in any way to the issues in the dispute that you have, have had or keep with your accountants or bankers and so on. Documents can include correspondence, notes, diaries, electronic communications, video tapes, any documents stored electronically or in paper format, documents that you may consider to be private or confidential and any other items that could damage your case. Your obligation to provide these documents is an ongoing obligation until the court proceedings are finished.
- 23.9 You must keep all relevant documents safe and you should not destroy any of them.

24. CONDITIONAL-FEE, DISCOUNTED-FEE AND DAMAGES-BASED AGREEMENTS

- 24.1 In certain circumstances and for some types of work, we may agree a conditional-fee, a discounted-fee or a damages-based agreement for our charges. If we do, we will send you a separate written agreement between us which gives full details of the terms that will apply between us.
- 24.2 In a conditional-fee agreement, we agree that we will aim to recover our charges, disbursements and expenses from the other person in your case/matter against you. If the court decides the case in your favour, or we can negotiate a settlement for you, the other person will pay our charges, disbursements and expenses. If the court decides against you, you will not have to pay our charges, disbursements and expenses.
- 24.3 We charge a success fee when working on a confidential fee basis. This is because it is a business risk for us as we may not be able to recover our charges, disbursements or expenses.
- 24.4 In a discounted-fee agreement, we agree that we will aim to recover our charges, disbursements and expenses for working for you from the other person in your matter/case. If the court decides in your favour, or we can negotiate a settlement for you, the other person will pay our charges, disbursements and expenses. If the court decides against you, you will have to pay our charges, disbursements and expenses which will be set out in a separate discounted-fee agreement with you.
- 24.5 In a damages-based agreement, our charges, disbursements and expenses will be based on a percentage (that we will agree with you beforehand) of the damages that we can recover from the other person on the other side.
- 24.6 If we start court proceedings for you and your case is not successful, you will have to pay the other person's charges, disbursements and expenses. Your case will not be successful if the court decides against you or you have to withdraw your claim. You should take out insurance so that you can reduce the risk (as far as possible) of having to pay the other person's charges, disbursements and expenses. We may refuse to act for you on a conditional-fee, discounted-fee or damages-based agreement basis if you do not have insurance.

25. CONSUMER CONTRACTS REGULATIONS 2013

- 25.1 If you are a consumer 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, or you may use the enclosed model cancellation form, but it is not obligatory. We cannot commence work within the cancellation period without your express request to do so, by completing and returning the enclosed "commencement of work request". If you sign and return the form you will still have the right to cancel the contract within 14 days, but you will be required to pay a reasonable amount for the work done up to the point at which you notify us of the cancellation.

26. NO CASH ACCEPTED

- 26.1 Our policy is not to accept any cash from you either in payment of an invoice or as a source of funds for your transaction.

27. REGULATION

- 27.1 We have to keep to the rules of the Solicitors Regulation Authority in our relationship with you.

28. INVALID TERMS

- 29.1 If any of these Terms is or at any stage in the future becomes invalid, illegal or cannot be enforced in law, it will not affect the other terms which will stay in force.

29. APPLICABLE LAW AND JURISDICTION

- 29.1 Our agreement with you is deemed to have been negotiated and made in England and is in all respects governed by and shall be construed in accordance with English Law. Any non-contractual obligations arising out of or in connection

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with our contract with you shall also be governed by and shall be construed in accordance with English Law. The English Courts shall have exclusive jurisdiction over any dispute between us and you.

30. EXTERNAL AUDITS

- 30.1 To provide a high-quality service to you, we do our best to meet quality standards set by other organisations.
- 30.2 So that we can make sure that we keep to these quality standards, we will use an auditor to occasionally assess our performance.
- 30.3 When these audits take place, we need to allow the auditor to randomly choose a sample of files to audit. If the auditor chooses a file relating to your case, we will protect your confidentiality as described in paragraph 16.

31. PROPERTY PURCHASES – SELLER’S SOLICITOR CHECK

- 31.1 In order to protect both you and your lender, our policy on matters involving the purchase of an interest in property is to check the identity of your seller’s solicitor using Lawyer Checker at a cost of £18 plus VAT. Unfortunately, criminals aren’t only stealing the identities of individuals; there are a number of cases where criminals are stealing the identities of legitimate legal firms in order to steal property purchase funds and we want to protect you from this threat.
- 31.2 Lawyer Checker allows us to check the account details of the seller’s solicitor’s firm against a database of previous property transactions. The results provided by the service will help us to better assess the risk associated with sending your money.
- 31.3 Unless you specifically authorise us not to do this check, we will carry it out and include it on your completion bill where applicable.

32. NOTICES

- 32.1 Any notice (which for the purposes of this Agreement shall include, without limitation, formal documents, our invoices to you and issuing proceedings) given to a party under or in connection with this Agreement shall be in writing and shall be:
 - 32.1.1 delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case); or
 - 32.1.2 sent by email to:
 - (a) in respect of notice to us, bb@bexleybeaumont.com; and
 - (b) in respect of notices to you, any email address we have used to correspond with you previously (or, where we have not corresponded with you via email previously, any publicly listed email address associated with you), or any email address substituted in writing by you.
- 32.2 Any notice shall be deemed to have been received:
 - 32.2.1 if delivered by hand, at the time the notice is left at the proper address; or
 - 32.2.2 if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the business day after posting; or
 - 32.2.3 if sent by email, at the time of transmission, or, if this time falls outside business hours in the place of receipt, when business hours resume.
- 32.3 Each party irrevocably consents to any process in any legal action or proceedings being served on them by any of the methods listed in, and in accordance with the provisions of, this paragraph 32. Nothing contained in this Agreement shall affect the right to serve process in any other manner permitted by law.

Updated: December 2022

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Privacy Notice for Clients

How we use your information

Bexley Beaumont Limited (**BB**) is a limited company, registered in England and Wales with company number 12216664 and our registered office is at Centurion House, Deansgate, Manchester, M3 3WR. Our VAT registration number is 340 0785 25. The word/title **partner** or **associate** at BB is used as a marketing term and means either a director, employee or consultant with equivalent standing and qualifications. References to the terms **we**, **us** or **our** means BB. A consultant at BB only has the title partner or associate as a marketing term and not as a director of BB.

We are authorised and regulated by the Solicitors Regulation Authority. You can find a copy of the SRA Standards and Regulations, which includes the SRA Codes of Conduct, at www.sra.org.uk.

We are registered with the Information Commissioner's Office (**ICO**), the UK data-protection regulator and we will be the data controller for the purposes of Data Protection Laws in relation to any personal information we hold about you. Our registration number with the ICO is ZA570885.

We are fully committed to client confidentiality and protecting your personal information. We have appointed a director of this firm as our Data Protection Officer and representative for data protection matters.

- Name: Karen Bexley
- Email: karenbexley@bexleybeaumont.com

Your personal information

We will need to deal with your personal information so that we can provide legal services to you. This privacy notice tells you what we will do with that information and your legal rights in relation to it under the Data Protection Laws which may apply. We will collect information about you and may keep this on our computers, in our email, in cloud storage and on paper for a certain period of time. The main reasons for this are to:

- deliver the legal services we have agreed in contract to provide to you. For example, we may use your information to write letters on your behalf or prepare legal documents to help you with your matter;
- comply with the law. For example, as solicitors we have to perform 'conflicts of interest' checks for new cases against a list of current and former clients. We also have a legal duty to report suspicious activity to the National Crime Agency (**NCA**) if we suspect money laundering.

Data Protection Laws say that we have to have a legal basis for processing your information.

In some cases we may hold more 'sensitive' information about you such as about health, racial or ethnic origin, genetic information, religious or philosophical beliefs, sexuality, trade union membership and so on. This may be necessary to pursue your legal matter. We are permitted to use such information to provide legal advice to you or in connection with equality legislation.

Consent

You can withdraw consent to your information being used in a particular way but this may limit what more we can do for you (if anything).

As a client we may also in the future send you a newsletter or similar and find that most clients find this helpful. We rely upon the 'legitimate interest' we have in maintaining contact with current and former clients to do this under Data Protection Laws and your agreement for the purposes of the Privacy & Electronic Communications Regulations (which can be implied under these Regulations). However, we will never share your information with third parties to market to you and will not contact you about non-legal services. We will make it quick and easy to 'opt out' of future communications in every communication sent. If you already know that you don't want to receive these messages then you can opt out now by emailing karenbexley@bexleybeaumont.com.

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Your information may be kept on computer servers within the UK. If at any point information is stored on computer servers outside of the UK we have selected countries which are either approved for this purpose or are located where we are happy that the safeguards in place in that country to protect your information are appropriate (in either case, under Article 45 of the UK GDPR).

We do not use your personal information to make 'automated decisions' which affect you.

Will you share my information with anyone else?

Generally speaking, we will not share your information with third parties unless this is part of the work on your legal matter. For example, we may need to send certain information about you to other lawyers working on the case including consultants working for us, to Court or to government bodies such as HM Land Registry, to barristers, to medical practitioners and specialists, to other experts and professional and other trusted suppliers. In rare circumstances we sometimes need to make reports of suspicious activity to the NCA. We do also work with some trusted contractors or consultants who may have access to your information such as outsourced service providers, including IT support, IT software providers, document production, document storage, legal cashing and accounting services, secretarial, telephone answering service or copiers. All contractors have a contract with us which requires that your information is accessed appropriately and kept confidential (among other UK GDPR requirements).

How long will you keep my information?

Generally speaking, files are destroyed after 7 years. However, we will need to keep your personal information for different time periods depending on the nature of the matter and the purpose for which it was collected. Certain original documents or files may need to be kept longer if there is a big risk of destroying something which is needed. Usually we will have to keep personal information even after we have completed the work you asked us to do. We will also always keep a small amount of information after file closure to do conflicts of interest searches in the future to comply with our professional duties.

Can I see what information you hold about me?

We do normally have a right to payment of any outstanding costs before releasing a whole file but you do have a separate right under the UK GDPR to access your 'personal data' without charge. This may include having it in a particular electronic 'portable' format. Please contact Karen Bexley at karenbexley@bexleybeaumont.com if you would like to request a copy of your personal data.

What if I have other questions or concerns?

Our Data Protection Officer is: Karen Bexley at karenbexley@bexleybeaumont.com. Contact this individual if you want to exercise one of your data protection 'rights' and in particular if you:

- wish to complain about how your personal data is being used; or
- wish to request that our records about your personal information be corrected or deleted.

If you have a complaint about how your personal information is being used which we have not been able to address, please note that you may be able to make a complaint to the Information Commissioner's Office (ICO) directly.

Updated: December 2022