

## **TERMS OF BUSINESS – Updated as of 18th September 2023**

### 1. Introduction

The aim of these Terms of Business is to set out some important details about the basis on which we propose to provide our services to you and how you can help us to do the best job possible for you. This is an important document – especially if you might become unhappy with our services in any way – and we recommend that you keep it for future reference. Unless we agree otherwise, the terms that are set out in this leaflet form the basis of the contract between you and this firm on this occasion and in any future work that we do for you. These terms can only be varied in writing.

### 2. Appointments and Office Hours

Our normal office opening hours are 9am to 5pm, Monday to Friday. Please help us to maintain a high standard of service by making an appointment if you want to see your lawyer. If you call in to see someone urgently we will do our best to see you if possible, but without an appointment this might not be possible.

### 3. Service Standards

We are committed to providing the best possible service to you and will endeavor to keep you advised regularly in relation to progress, costs and likely timescales relating to the matter. As the work we do on your behalf (your 'matter') progresses we will:

- Communicate with you in plain language;
- Advise you on the likely timescale of the matter, where it is possible to do so, and keep you informed of any changes to it;
- Do our best to reply quickly to correspondence;
- Keep you informed of progress and the work that we are doing on your behalf, including any changes to the law that might have a bearing on your instructions;
- Tell you about any delays and explain the reasons;
- Explain the effect of any important documents;
- Tell you about staff changes that might affect you;
- Advise you of any circumstances and risks of which we are aware or consider to be reasonably foreseeable that could affect the outcome of your matter;
- Update you on the costs position and tell you if our original costs estimate needs to be reviewed;
- Continue to review whether there are alternative methods by which your matter can be funded;
- Update you on whether the likely outcomes still justify the likely costs and risks associated with your matter whenever there is a material change in circumstances.

You can help us by:

- Giving us clear instructions;
- Safeguarding any documents that will be important in this matter;
- Letting us know if you are unsure over any aspect of your matter;
- Telling us about any important time limits that you are under, or if you are going to be away for any length of time;
- Respond promptly to any questions that arise.

Where we are instructed by more than one person, firm or company to represent their legal

interests we will only be able to do so on the basis that we can be fully open about the instructions to all clients. We will be unable to act where one client to a matter requests us to keep certain information from another client who is involved in the same matter. Where we act for two or more clients jointly, it is on the clear understanding that we are authorised to act on instructions from either, both or any of them.

#### 4.Exclusions

We advise on the laws of England and Wales, so if you do require advice on the laws of other jurisdictions, we will, with your agreement, instruct local lawyers to assist in your matter on the same basis as we engage other third parties on your behalf. We will also not provide advice on the taxation implications of your instructions unless specifically stated to the contrary in your retainer letter.

#### 5.Contact by Email and Viruses

If you give us your e-mail address we will assume we can use it to send e-mail and other documents unless you ask us not to. Please remember that the internet is not completely secure and that some confidential and sensitive material is best sent by other means. We apply normal virus checking software in relation to all messages sent from and received by the firm, but will accept no liability in connection with any virus or defect in any electronic communication other than where such claim or loss arises from deliberate default. We will not be responsible for any damage caused to any hardware or software (or any consequential loss or damage thus caused) through any electronic communication from this firm.

#### 6.Joint Clients

Where we are instructed by more than one person the responsibility to pay our charges will be joint and several, meaning that any one joint client will be responsible for all the charges and other expenses due to this firm. It is also a condition of our accepting instructions from joint clients that we may be completely open with all other joint clients as to any information which would be subject to our normal professional duty of disclosure. If our ability to meet our duty of disclosure to each joint client is restricted in any way, or if a conflict of interest arises between joint clients, we may cease to act for one or more or all of the joint clients.

#### 7.Professional Regulation and Professional Indemnity Insurance

As a firm of solicitors we are authorised and regulated by the Solicitors Regulation Authority, whose rules can be found on their website at [www.sra.org.uk/handbook](http://www.sra.org.uk/handbook). In accordance with their rules we maintain indemnity insurance to a limit of £3 million. A copy of the policy may be inspected at our office/any of our offices.

#### 8.Consumer Contract Regulations 2013

If you are a client instructing us other than in the course of business the provisions of the Consumer Contracts Regulations 2013 might apply to the work we undertake for you in which case certain cancellation or 'cooling-off' rights will arise in certain circumstances. You will be advised when this is the case.

#### 9. Financial Regulation and Insurance Distribution

This firm is not authorised by the Financial Conduct Authority. However, we are included on the register maintained by the Financial Conduct Authority so that we can carry on insurance distribution activity, which is broadly the advising on, selling and administration of insurance contracts. This part of our business, including arrangements for complaints or redress if something goes wrong, is regulated by the Solicitors Regulation Authority. The register can be accessed via the Financial Conduct Authority website at [www.fca.org.uk/firms/financial-services-register](http://www.fca.org.uk/firms/financial-services-register). Please note that we operate for these purposes as Ancillary Insurance Intermediaries only and we do not develop or sell insurance policies directly.

## 10. Termination of Instructions

You may end your instructions to us in writing at any time. For example, you may decide you cannot give us clear or proper instructions or how to proceed, or if, for any reason, you are not satisfied with or have lost confidence in how we are carrying out your work. We are entitled to keep all your papers and documents while money is owing to us for our charges or expenses. We may decide to stop acting for you only with good reason, for example, if you do not pay an interim bill, provide satisfactory identification documentation or comply with our request for a payment on account. We must give you reasonable notice that we will.

## 11. Limitation of Liability

Our liability to you for a breach of your instructions shall be limited to £3 million, unless we expressly state a higher amount in the letter accompanying these Terms of Business. We will not be liable for any consequential, special, indirect or exemplary damages, costs or losses, or any damages, costs or losses attributable to lost profits or opportunities. We can only limit our liability to the extent that law allows. In particular, we cannot limit our liability for death or personal injury caused by our negligence.

## 12. Fees and Expenses

We will do our best to give you an estimate (based on the information available to us at the time) of what the charges for the work are likely to amount to including fees, VAT and disbursements. If this is not possible we will advise you of the basis upon which we will charge up to the point at which we are able to give you an estimate of the fees involved. In these circumstances you may wish to suggest a costs ceiling which we will not exceed without your further instructions. Please note that an estimate is not the same thing as a fixed fee and is liable to change. In other cases we might be able to agree a fixed fee in which case you will be charged that amount for the Fixed Fee Work as defined in your retainer/engagement letter. Any work which is different from or supplemental to the Fixed Fee Work will be charged separately and, where possible, we will notify you in advance of what will be involved in this and any different terms that might apply to such work and the fees we would intend to charge.

## 13. How we Calculate our Fees

Our fees (including fixed pricing) are calculated mainly by reference to the time that is spent in dealing with your instructions. As fixed prices are set at the outset then they are based on our experience of similar types of work. Fixed pricing gives you certainty as to the amount that you will pay for the work that you instruct us to do at the outset. Where we are charging on an hourly rate, different hourly rates may be charged for different types of work, and according to the seniority of the person who handles it for you. Time spent on dealing with your instructions will include:

- Meetings with you and perhaps others;
- Negotiating with others on your behalf in meetings, by letter, e-mail, fax and by telephone;
- Considering, preparing and working on papers, deeds, etc;
- Preparing for Court or Tribunal hearings, including travelling and waiting time;
- Instructing third parties on your behalf;
- Legal and factual research;
- Correspondence and communications (sent and received including by letter, e-mail, fax and text);
- Making and receiving telephone calls; and<sup>↑</sup>
- Preparing detailed costs calculations.

Where we are acting for you on an hourly rate charge basis, any lawyer who spends time. Time is recorded in 'units' of 6 minutes (and the time recorded is rounded up to the nearest whole unit) for all work undertaken on your behalf and this is then charged at the appropriate percentage of the relevant hourly rate. Sometimes, where the nature of the work warrants a different basis for charging, we may calculate our fixed price or estimate and subsequent fees

taking into account additional factors other than time spent. Such factors may include the complexity of the issues, the speed at which action must be taken, the expertise or specialist knowledge which the case requires or, if appropriate, the value of the property or subject matter involved. In such cases, the basis of our charges will be made clear to you at the outset, or when it becomes apparent that such factors will influence the estimate or basis of the charge. Minor expenses, e.g. postage, telephone calls and reasonable photocopying done internally, are included in our fees.

#### 14.Changes to our Rates

Our hourly rates are reviewed annually in January and we will inform you, in advance, if any increased rates will be applied to your work. Otherwise, our hourly rates are fixed at the outset of a matter

#### 15.Payment to Third Parties

Some types of work (e.g. property purchases and settlement of claims) may require you to make payments to third parties, in addition to legal fees and VAT. Such payments to third parties will be made by us on your behalf as work progresses, and might include court fees, search fees, barristers' fees, etc. Payments will be made from your money held by us in our client bank account. Please respond quickly to any request for payment in advance of expected disbursements, as any delay in providing cleared funds to us may delay your transaction. We may not be able to take the next step if the money is not available to use as cleared funds. Where disbursements are relatively small, we may exercise discretion and make payments without your specific instructions. If you prefer, however, we are willing to undertake not to make such payments without reference to you, although this may cause delay

#### 16.Your Liability for Legal Costs

It is important to be aware that this firm is employed by you and that you are personally responsible for the payment of our fees regardless of any order for costs made against opponents. In addition, if your case is unsuccessful, you will probably have to make a contribution to your opponent's costs as well as being required to pay all of your own. Please ask us if you would like further advice on your potential liability for your opponent's costs. If you are successful in your case it is important to note that the most that you can usually hope for is that the other party will be ordered to pay part of your costs and you will therefore have to pay the remainder. There are also circumstances in which you will still have to pay all of our fees even though you have been successful, such as where your opponent is in receipt of legal aid ('public funding') or your opponent is bankrupt.

#### 17.Interim Invoices

If work is completed within a short period of time, it will normally be invoiced in full on completion. Otherwise, interim invoices will be raised at regular intervals as work progresses – generally monthly or as otherwise indicated in our engagement letter to you. They will not necessarily cover all work done but this will be made clear to you. When sending an interim invoice any payments made on account will be shown and we may ask for further funds on account so that we can continue work on the file. Interim invoices for fixed price work may be calculated either by reference to the time spent on the matter or to the particular stage reached in the matter, or as a percentage of the total fixed fee.

#### 18.Final Invoices

Once the matter is concluded we will render a final invoice for all outstanding fees, disbursements and VAT, excluding any charges already included in interim invoices. Sometimes, the final invoice will include an allowance for concluding work that will be necessary to close your file after the legal transaction is completed, but this will be explained

to you. Any money due to you will be paid by cheque or bank transfer: it will not be paid in cash or to a third party.

#### 19.VAT Status

We are registered for VAT under registration number 290 6677 68. We are therefore required to add VAT to our charges at the rate in force at the time (currently 20%) to fixed prices, estimates and invoices. VAT may also be added to some disbursements.

#### 20.Part Performance of Work

In the event that either you or we decide to end our involvement on your case you will be liable to pay any charges and expenses that are already outstanding, and for the work done up to that point which has not been billed. Our fees will be calculated on an hourly rate basis plus expenses, or by proportion of an agreed fixed fee if that is the basis on which we are acting for you.

If work which we have undertaken for you does not proceed to a conclusion, we will charge only for work done up to the point where the matter proves abortive and for any disbursements paid on your behalf.

In the case of fixed fee work charges will not exceed the fixed fee or, if we have agreed fixed fees in relation to stages of work, the charges will not exceed the fixed fees up to the end of the stage that we are involved in at that time. If we are acting for you on a Conditional Fee Agreement basis, the Agreement will set out in detail the basis upon which you or we may decide that we will no longer act for you and how that affects your liability to pay this Firm's outstanding charges and expenses.

#### 21.Payment of Invoices

In the event that either you or we decide to end our involvement on your case you will be liable to pay any charges and expenses that are already outstanding, and for the work done up to that point which has not been billed. Our fees will be calculated on an hourly rate basis plus expenses, or by proportion of an agreed fixed fee if that is the basis on which we are acting for you.

If work which we have undertaken for you does not proceed to a conclusion, we will charge only for work done up to the point where the matter proves abortive and for any disbursements paid on your behalf. In the case of fixed fee work charges will not exceed the fixed fee or, if we have agreed fixed fees in relation to stages of work, the charges will not exceed the fixed fees up to the end of the stage that we are involved in at that time.

Invoices are payable within 7 days.

#### 22. Interest on unpaid Invoices

Commercial Services: If we are engaged to provide legal services to a business client as a 'business to business' arrangement, and payment of any invoice is not made within the above-mentioned 7 day period, we are entitled to claim repayment of our fees as a debt, together with interest at the 'statutory interest' rate of 8% plus the Bank of England base rate, together with any other available remedies (such as late payment compensation and reasonable legal costs of recovery of the debt), under the Late Payment of Commercial Debts (Interest) Act 1998 and The Late Payment of Commercial Debt Regulations 2013, (as amended). Please visit the following link for any further information about the statutory regulations on Late Commercial Payments: <https://www.gov.uk/late-commercial-payments-interest-debt-recovery>

Consumer Services: If we are engaged to provide consumer legal services to a private client which is not a 'business to business' arrangement, and payment of any invoice is not made

within the above-mentioned 7 day period, we are entitled to claim repayment of our fees as a debt, together with interest at the court rate of 8%, together with any other available remedies.

For the avoidance of doubt, a 'consumer' client is any natural person who is acting for purposes which are outside his trade or profession and a "commercial client" is a customer who is not a consumer.

### 23.Cleared Funds

It is essential that we have cleared funds from you for any completion monies or other payments to be made. In particular, if you are paying by cheque we will need to be in receipt of this seven days in advance of the monies being needed by us in order that we can be sure that the payment will have cleared through the banking system in time to be used.

### 24.Transmission of Funds

In many cases it will be quicker and more convenient to transmit and receive funds electronically by telegraphic transfer and we will advise you when this is appropriate. When we transmit funds by telegraphic transfer on your behalf we make a charge for this service which will include the actual bank charge to us for the transfer.

### 25.Cash Handling

Our practice's policy is to only accept cash up to £1,000. If you try to avoid this policy by depositing cash directly with our bank, we may decide to charge you for any additional checks we decide are necessary to prove the source of the funds.

### 26.Payment of Interest

Our policy on the payment of interest in relation to money that we hold on your behalf is to account to you for all sums earned if the total exceeds £20. Below this sum we will retain any such sums earned without accounting to you for them. We believe that this policy is fair and reasonable, and we keep it under continual review in the light of changing interest rates in particular. General payments of interest are made without deduction of tax but tax is deducted at source on specific deposits. Please note that the rates of interest that we might earn on your behalf are likely to be lower than you might otherwise obtain since we need to have instant access to all such funds.

We align our interest rates paid on monies held on general client account to the rates offered by Lloyds Bank. This rate is likely to change from time to time. Interest will not be paid if the sum of money held is not exceeding the amount shown in the left column below for a time not exceeding the period indicated in the right column:

Amount	Period
£1,000	8 weeks
£2,000	4 weeks
£10,000	2 weeks
£20,000	1 week

### 27.Full Complaints Information

Please tell us if you are not happy with any aspect of the service you receive or a bill that you have received. We would ask you initially to raise any queries or concerns about our work for you with the lawyer responsible for the day-to-day handling of your work, or their supervisor if applicable. Either of these persons will do their best to resolve any problems quickly and to your satisfaction. If they are unable to do so, however, or if you would prefer to speak to someone else about it, then please contact Victoria Evans, who is based at our office: 20 – 24

Mathew Street, Liverpool, L2 6RE by post or e-mail: [vevans@gadlegal.co.uk](mailto:vevans@gadlegal.co.uk) or by telephone on 0151 236 5000. A copy of our complaints handling procedure can be obtained, on request, from her. We are required to deal with your complaint within eight weeks.

In the event that you are not satisfied with the firm's 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). 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 one year has elapsed from the date of the act or omission giving rise to the complaint;
- More than one year has elapsed from the time when you should have known about the complaint.

The contact details for the Legal Ombudsman are:

- Telephone: 0300 555 0333
- Minicom: 0300 555 1777
- Email: [enquiries@legalombudsman.org.uk](mailto:enquiries@legalombudsman.org.uk)
- Website: [www.legalombudsman.org.uk](http://www.legalombudsman.org.uk)
- Address: Legal Ombudsman, PO Box 6806, Wolverhampton WV1 9WJ

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 if 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.

The Solicitors Regulation Authority can help if you are concerned about our behaviour. Visit their website at [www.sra.org.uk](http://www.sra.org.uk) to see how you can raise your concerns with them.

#### 28.Storage and Destruction of Papers

After completing the work, we are entitled to keep all your papers and documents while there is money owing to us. We will usually keep our file of papers, except for any of your paper that you ask to be returned to you, for six years on the understanding that we have the authority to destroy it six years after sending you our final bill. We will not destroy documents you ask us to deposit in safe custody. We do not normally make a charge for retrieving stored papers or deeds in response to continuing or new instructions to act for you. However, we reserve the right to make a charge based on the time we spend on reading the papers, writing letters or other work necessary to comply with the instructions.

- We may from time to time send you information which we think might be of interest to you. If you do not wish to receive that information, please notify our office in writing.

#### 29.Equality and Diversity

We are committed to equality and diversity in all of our dealings with clients, employees and others. Please contact us if you would like a copy of the Firm's equality and diversity policy.

#### 30.Outsourcing

Sometimes we ask other companies or people to do other work on our files to ensure this is done promptly. We will always seek a confidentiality agreement with these outsourced providers. If you do not want your file to be outsourced, please tell us as soon as possible.

#### 31.Auditing and Vetting of Files

External firms or organisations may conduct audit or quality checks on our Practice. These external firms or organisations are required to maintain confidentiality in relation to our files.

### 32. Jurisdiction

Any dispute or legal issue arising from our Terms of Business will be determined by the law of England and Wales, and considered exclusively by the courts of this jurisdiction.

### 33. Force Majeure

Neither you nor we shall be liable for any failure to perform, or delay in performing, any obligations (other than payment and indemnity obligations) if, beyond the control of either yourself or this firm, the performance of this contract becomes impossible through acts of terrorism, fuel strikes, severe weather, computer failure, power supply, industrial disputes and the significant absence of personnel due to illness or injury.

### 34. Work Undertaken after Completion of Your Matter

If you request additional work to be carried out after your matter has been completed, we reserve the right to make a charge for this work equal to the hourly rates as set out in your initial letter from us. There will also be a minimum charge of £35 plus V.A.T (at the current rate) for retrieval of your matter file from archive.

### 35. Agreement to these Terms of Business

These terms of business will be deemed to have been accepted by you upon our subsequent receipt from you or your agent of any instructions, verbal or written, in any matter. Unless otherwise agreed, these terms apply to any future instructions you give to us. In the event of our retainer being from more than one individual or company, the liability for our costs will be joint and several. So that we can be sure that you agree to these terms of business please sign the Acceptance Form and return it to us in the envelope provided.

### 36. Data Protection

We use the information you provide primarily for the provision of legal services to you and for related purposes including:

- updating and enhancing client records
- analysis to help us manage our practice
- statutory returns
- legal and regulatory compliance

Our use of that information is subject to your instructions, the EU General Data Protection Regulation 2018 and our duty of confidentiality. Please note that our work for you may require us to give information to third parties such as expert witnesses and other professional advisers. You have a right of access under data protection legislation to the personal data that we hold about you.

We may from time to time send you information that we think might be of interest to you. If you do not wish to receive that information please notify our office in writing.

### 37. Regulatory Status

Gregory Abrams Davidson Solicitors is a trading name of National Law Partners Limited authorised and regulated by the Solicitors Regulation Authority, registered in England and

Wales under number 08312439. A full list of directors is available at the registered office 20-24 Mathew Street, Liverpool, L2 6RE.

**Dated: 18th September 2023**

**BACKGROUND:**

National Law Partners Limited trading as Gregory Abrams Davidson Solicitors understands that your privacy is important to you and that you care about how your personal data is used. We respect and value the privacy of all of our clients and will only collect and use personal data in ways that are described here, and in a way that is consistent with our obligations and your rights under the law.

**Information About Us**

National Law Partners Limited trading as Gregory Abrams Davidson Solicitors.

Limited Company registered in England under company number 8312439.

Registered address and Head Office: 20-24 Mathew Street, Liverpool, L2 6RE.

VAT number:290 6677 68

Person responsible for Data Protection: Jonathan Abrams

Email address: [dataprotection@gadlegal.co.uk](mailto:dataprotection@gadlegal.co.uk)

Telephone number: 0151 236 5000

Postal Address: 746 Finchley Road, Temple Fortune, Golders Green, London, NW11 7TH

We are authorised and regulated by the Solicitors Regulation Authority under number 646548 [www.sra.org.uk](http://www.sra.org.uk)

**What Does This Notice Cover?**

This privacy information explains how we use your personal data: how it is collected, how it is held, and how it is processed. It also explains your rights under the law relating to your personal data.

**What is Personal Data?**

Personal data is defined by the General Data Protection Regulation (EU Regulation 2016/679) (the “GDPR”) as ‘any information relating to an identifiable person who can be directly or indirectly identified in particular by reference to an identifier’.

Personal data is, in simpler terms, any information about you that enables you to be identified. Personal data covers obvious information such as your name and contact details, but it also covers less obvious information such as identification numbers, electronic location data, and other online identifiers.

The personal data that we use is set out in Part 5, below.

**What Are My Rights?**

Under the GDPR, you have the following rights, which we will always work to uphold:

The right to be informed about our collection and use of your personal data. This Privacy Notice should tell you everything you need to know, but you can always contact us to find out more or to ask any questions using the details in Part 11.

The right to access the personal data we hold about you. Part 10 will tell you how to do this.

The right to have your personal data rectified if any of your personal data held by us is inaccurate or incomplete.

The right to be forgotten, i.e. the right to ask us to delete or otherwise dispose of any of your personal data that we have.

The right to restrict (i.e. prevent) the processing of your personal data.

The right to object to us using your personal data for a particular purpose or purposes.

The right to data portability. This means that, if you have provided personal data to us directly, we are using it with your consent or for the performance of a contract, and that data is processed using automated means, you can ask us for a copy of that personal data to re-use with another service or business in many cases.

Rights relating to automated decision-making and profiling. We do not use your personal data in this way.

For more information about our use of your personal data or exercising your rights as outlined above, please contact us using the details provided in Section 1.

Further information about your rights can also be obtained from the Information Commissioner's Office or your local Citizens Advice Bureau.

### **What Personal Data Do You Collect?**

We may collect some or all of the following personal data (this may vary according to your relationship with us):

- **Contact Information:** including your name, home address, email address, telephone and fax numbers and gender
- **Employer Information:** including job title, profession and employer details,
- **Documents for ID Purposes:** including date of birth and photographic identification documents
- **Financial Data:** including bank account details and payment card details
- **Details of your Visits to our Offices**
- **Special Categories of Personal Data (Sensitive Personal Data):** where necessary and legally permitted, we may also collect data such as diversity and health data. We will only use this type of personal data where:
  - we have your explicit consent;
  - it is necessary for us to use this personal data in order to protect your vital interests or this of another person where it is not possible to obtain consent;
  - it is necessary for us to do so in connection with the establishment, exercise or defence of legal claims or whenever courts are acting in their judicial capacity; or
  - In exceptional circumstances, another of the grounds for processing

special categories of personal data are met.

Where you have provided us with explicit consent to use the special categories of personal data about you, you may withdraw your consent for us to use this information at any time. Please note that if you choose to withdraw your consent for us to use special categories of personal data about you, this may impact our ability to provide legal or support services to you.

### **Personal Data Obtained from Other Sources**

**Third Parties** - we may receive personal data from third parties. This can include identity data, contact data, financial data, professional information and Special Categories of Personal Data such as medical reports when we:

- Provide our client services or other parties send us your personal data to enable the provision of those services;
- Conduct our “know your client” and other background checks;
- You provide your personal data to a third party for the purpose of sharing it with us;
- We interact with Government or regulatory bodies or other authorities (for instance HM Land Registry) in relation to you or on your behalf.

**Publicly Available Sources** – we may collect identity data, contact data, financial data, professional information, professional history from publicly available sources including from:

- Public registers of sanctioned persons and entities (such as HM Treasury);
- Other public sources including services accessible on the internet.

### **How Do You Use My Personal Data?**

We will only process (use) your personal data when the law allows us to, that is, when we have a legal basis for processing. Section 8 below sets out the information about legal bases that we rely on to process your personal data. Under the GDPR, we must always have a lawful basis for using personal data. This may be because the data is necessary for our performance of a contract with you, because you have consented to our use of your personal data, or because it is in our legitimate business interests to use it. Your personal data will be used for or may be used for one of the following purposes:

- **“performance of a contract”**: where we need to perform a contract which we are about to enter into or have entered into with you as a party or to take steps at your request before entering into such a contract;
- **“legal or regulatory obligation”**: where we need to comply with a legal or regulatory obligation that we are subject to;
- **“legitimate interests”**: where necessary for our interests (or those of a third party), provided that your fundamental rights are not overridden by such interests. We make sure that we consider and balance any potential impact on you (both positive and negative) and your rights before we process your personal data for our legitimate interests; and
- **“consent and explicit consent”**: where you have provided your consent and

explicit consent to us processing your personal data.

We do not use your personal data for activities where our interests are overridden by the impact on you (unless we have your consent or are otherwise required or permitted to by law).

With your permission and/or where permitted by law, we may also use your personal data for marketing purposes, which may include contacting you by email and/or post with information, news, and offers on our services. You will not be sent any unlawful marketing or spam. We will always work to fully protect your rights and comply with our obligations under the GDPR and the Privacy and Electronic Communications (EC Directive) Regulations 2003, and you will always have the opportunity to opt-out or unsubscribe or by contacting us at [dataprotection@gadlegal.co.uk](mailto:dataprotection@gadlegal.co.uk).

### **Purpose and Legal Basis for which we will use Your Personal Data**

It is necessary for us to use your personal data:

- In order to perform our obligations in accordance with any contract that we may have with you;
- It is in our legitimate interest or a third party's legitimate interest to use personal data in such a way to ensure that we provide our services to you in the best way we can;
- It is our legal obligation to use your personal data to comply with any legal obligations imposed upon us

### **How Long Will You Keep My Personal Data?**

We will not keep your personal data for any longer than is necessary in light of the reason(s) for which it was first collected. Your personal data will therefore be kept for 6 years following the closure of your matter.

If personal data is only useful for a short period of time e.g. for specific marketing campaigns, then we may delete it.

### **How and Where Do You Store or Transfer My Personal Data?**

We will only store or transfer your personal data in the UK. This means that it will be fully protected under the GDPR.

We are committed to keeping your personal data secure and we have implemented appropriate information security management policies, rules and technical measure to protect personal data that we hold under our control from unauthorised access, improper use or disclosure, unauthorised modification and unlawful destruction or accidental loss.

All of our directors, partners, employees, consultants, workers and data processors (i.e. those who process your personal information on our behalf for the purposes listed above) who have access to, and are associated with the processing of your personal data, are obliged to respect the confidentiality of such personal information.

## **Do You Share My Personal Data?**

We may have to share your personal data with the entities and persons set out below for the purpose for which we collected the personal data, as detailed in Sections 8 and 9 above.

Where required we will (subject to our professional obligations and any terms of business we may enter into with you) disclose your personal data to:-

- I. Any person or entity to whom we are required or requested to make such disclosure by any court of competent jurisdiction or by any governmental, taxation or regulatory authority, law enforcement agency or similar body (e.g. the Solicitors Regulation Authority or Law Society);
- II. Our professional advisers or consultants, including lawyers, bankers, auditors, accountants and insurers;
- III. Third parties to whom we outsource certain services such as, without limitation, document processing and translation services, confidential waste disposal, IT systems or software providers, IT support service providers, document and information storage providers.
- IV. Third parties engaged in the course of the service/s we provide to you including, but not limited to, counsel, arbitrators, mediators, medical experts, clerks, witnesses, cost draftsmen, court, opposing parties and their lawyers and advisers and other experts;
- V. Third party service providers to assist us with client insight analytics, such as Google Analytics;
- VI. Third party postal providers or couriers who assist us in delivering documents related to your legal matter or our postal marketing campaigns to you.

Please note this is not an exhaustive list and there may be other examples where we need to share your personal data with other parties in order to provide our services as effectively as we can.

If any of your personal data is required by a third party, as described above, we will take steps to ensure that your personal data is handled safely, securely, and in accordance with your rights, our obligations, and the third party's obligations under the law.

Credit/debit Card Payments – all payment information is handled using encrypted technology and we are compliant with the Payment Card Industry Data Security Standards (PCI-DSS), where you make a payment to us by credit or debit card, we will use the payment card information only for the purpose of processing that specific transaction. No credit or debit card details are stored once your payment has been processed and the transaction is completed

## **How Can I Access My Personal Data?**

If you want to know what personal data we have about you, you can ask us for details of that personal data and for a copy of it (where any such personal data is held). This is known as a “subject access request”.

All subject access requests should be made in writing and sent to the email or postal

addresses shown in Section 1. To make this as easy as possible for you, a Subject Access Request Form is available for you to use. You do not have to use this form, but it is the easiest way to tell us everything we need to know to respond to your request as quickly as possible.

There is not normally any charge for a subject access request. If your request is 'manifestly unfounded or excessive' (for example, if you make repetitive requests) a fee may be charged to cover our administrative costs in responding.

We will respond to your subject access request within one month of receiving it. Normally, we aim to provide a complete response, including a copy of your personal data within that time. In some cases, however, particularly if your request is more complex, more time may be required up to a maximum of three months from the date we receive your request. You will be kept fully informed of our progress.

## Other Rights

**Your Right to Rectification:** if the personal data we hold about you is inaccurate or incomplete, you are entitled to request to have it rectified. If you are entitled to rectification and we've shared your personal data with others, we will let them know about the rectification where possible. If you ask us, where possible and lawful to do so, we will tell you who we have shared your personal data with so that you can contact them directly.

**Your Right to Erasure:** You can ask us to delete or remove personal data in some circumstances such as where we no longer need it or if you withdraw your consent (where applicable). If you are entitled to erasure and if we have shared your personal data with others, we will let them know about the erasure, where possible. If you ask us, where possible and lawful to do so, we will tell you who we have shared your personal data with so that you can contact them directly.

**Your Right to Restrict Processing:** You can ask us to 'block' or suppress the processing of your personal data in certain circumstances, such as where you contest the accuracy of that personal data. If you are entitled to erasure and if we have shared your personal data with others, we will let them know about the erasure, where possible. If you ask us, where possible and lawful to do so, we will tell you who we have shared your personal data with so that you can contact them directly.

**Your Right to Data Portability:** You have the right, in certain circumstances, to obtain the personal data you have provided to us (in a structured, commonly used and machine-readable format) and to reuse it elsewhere or to ask us to transfer this to a third party of your choice.

**Your Right to Withdraw Consent:** If we rely on your consent (or explicit consent) as our legal basis for processing your personal data, you have the right to withdraw consent at any time.

**Your Right to lodge a Complaint with the Supervisory Body:** You have the right to complain to the Information Commissioner's Office ("ICO") if you are concerned about the way we have processed your personal data. Please visit the ICO's website for further details [www.ico.org.uk](http://www.ico.org.uk).

## How Do I Contact You?

To contact us about anything to do with your personal data and data protection, including to make a subject access request, please use the details contained in Section 1.

## Changes to this Privacy Notice

We may change this Privacy Notice from time to time. This may be necessary, for example, if the law changes, or if we change our business in a way that affects personal data protection.

Any changes will be made available to you.

