



TERMS OF BUSINESS & CLIENT PRIVACY POLICY

TERMS OF BUSINESS

1 Our responsibilities

We will:

- treat you fairly and with respect;
- communicate with you in plain language;
- review your matter regularly;
- advise you of any changes in the law that affect your matter; and
- advise you of any reasonably foreseeable circumstances and risks that could affect the outcome of your matter

2 Your responsibilities

You will:

- provide us with clear, timely and accurate instructions
- treat us fairly and with respect
- provide all documentation and information that we reasonably request in a timely manner
- safeguard any documents that may be required for your matter, including documents that you may have to disclose to another party
- notify us if your contact details change
- tell us immediately if your expectations change or if you are not sure you understand what we have discussed
- inform us of any time limits or objectives that might not be obvious to us
- let us know about any other changes that may affect the way we deal with your matter, including any changes that may affect your tax status in any jurisdiction

3 Service levels and frequency of communication

We will update you by telephone or in writing with progress on your matter regularly and at least every six weeks. When we use the term 'in writing' we include any form of written electronic communication normally used for business purposes, such as emails

We will explain to you by telephone or in writing the legal work required as your matter progresses.

We will update you on the likely timescales for each stage of this matter and any important changes in those estimates. Whenever there is a material change in circumstances associated with your matter, we will update you on whether the likely outcomes still justify the likely costs and risks.

We will update you on the cost of your matter at the intervals set out in our letter confirming your instructions. If appropriate, we will continue to review whether there are alternative methods by which your matter can be funded.

If you ask us to obtain advice from another law firm, that firm will be responsible for the service and advice they provide.

Unless otherwise agreed in writing, our advice and any documents we prepare are for use only in connection with the specific matter on which we are instructed, can only be relied on by you.

4 Limit of liability

Our maximum aggregate liability to you in this matter will be £10,000,000.00 (ten million pounds) including interest and costs unless we expressly state a different figure in our letter confirming your instructions. If you wish to discuss a variation of this limit, please contact the person dealing with your matter. Agreeing a higher limit on our liability may result in us seeking an increase in our charges for handling your matter.

Where you are instructing us for purposes that are wholly or mainly outside your trade, business, craft or profession we will not be liable for:

- losses that were not foreseeable to you and us when this contract was formed
- losses not caused by any breach on the part of the firm, and
- business losses, including losses sustained by any individual not acting for purposes of their trade, business, craft or profession

Where you are instructing us for other purposes 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 profit or opportunity.

We are not responsible for any failure to advise or comment on matters falling outside the scope of our instructions, as set out in these Terms of Business and the engagement letter.

Your contract is solely with Dutton Gregory LLP, which has sole legal liability for the work done for you and for any act or omission in the course of that work. Any work conducted by any representative, member, officer, employee, agent or consultant of Dutton Gregory LLP (including any act or omission in the course of that work) is done so on behalf of the firm and such representative, member, officer, employee, agent or consultant of Dutton Gregory LLP will not have any personal legal liability for any loss arising in contract, tort (including negligence) or for breach of statutory duty, whether that individual is expressly named in the appointment or not. You acknowledge that such individuals are entitled to enforce this term pursuant to the Contracts (Rights of Third Parties) Act 1999.

We can only limit our liability to the extent the law allows. In particular, we cannot limit liability for death or personal injury caused by negligence.

Please ask if you would like us to explain any of the terms above.

5 Banking

We hold all client money either with Barclays Bank Plc in our undesignated client account or with one or more other UK or Irish Clearing Banks which are regulated by the Financial Conduct Authority (FCA). The nature of the account used is dictated by the Solicitors' Accounts Rules. We are not liable for any losses you suffer as a result of any such banking institution being unable to repay depositors in full. You may, however, be protected by the Financial Services Compensation Scheme (FSCS).

The FSCS is the UK's statutory fund of last resort for customers of banking institutions. The FSCS can pay compensation if a banking institution is unable, or likely to be unable, to pay claims against it.

The current limit is £120,000 per banking institution. If you hold other personal money in the same banking institution as our client accounts, the limit remains £120,000 in total.

Some banking institutions have several brands. The compensation limit is currently £120,000 per institution, not per brand. You should check with your banking institution, the FCA or a financial advisor for more information.

The FSCS also provides up to £1,400,000.00 of short-term protection for certain high balances, for example relating to property transactions, inheritance, divorce or dissolution of a civil partnership, unfair dismissal, redundancy and personal injury compensation (there is no financial limit on protection for personal injury compensation). This is called the temporary high balance scheme and, if it applies, protection lasts for a maximum of six months.

The FSCS (including the temporary high balance scheme) will apply to qualifying balances held in our client account. In the unlikely event of a deposit-taking institution failure, we will presume (unless we hear from you in writing to the contrary) we have your consent to disclose necessary client details to the FSCS.

6 Regulated services

Dutton Gregory LLP is authorised and regulated by the Solicitors Regulation Authority, The Cube, 199 Wharfside Street, Birmingham, B1 1RN (the SRA).

This means that we are governed by a Code of Conduct and other professional rules, which you can access on the SRA's website (www.sra.org.uk) or by calling 0370 606 2555.

7 Professional indemnity insurance

We have professional indemnity insurance giving cover for claims against the firm. Details of this insurance, including contact details of our insurer and the territorial coverage of the policy, can be inspected at our office or made available on request.

To comply with our regulatory obligations and the terms of our professional indemnity insurance, we may disclose relevant documents and information to insurers, brokers and insurance advisers on a confidential basis. This could include details of any circumstances arising from our work for you that might give rise to a claim against us. Unless you notify us to the contrary, you consent to such disclosure by us even if the documents and information in question are confidential and/or subject to legal professional privilege.

8 Data protection

We use your personal data primarily to provide legal services to you, but also for related purposes as described in the attached Client Privacy Policy.

Our use of your personal data is subject to your instructions, the UK General Data Protection Regulation (GDPR), other relevant UK legislation and our professional duty of confidentiality.

Dutton Gregory LLP is a data controller for the purpose of the GDPR and other relevant data protection legislation.

We take your privacy very seriously. Please read the attached Client Privacy Policy carefully as it contains important information on:

- what personal data we collect about you and how that data is collected
- how, why and on what grounds we use your personal data
- who we share your personal data with
- where your personal data is held and how long it will be kept
- your rights in relation to the personal data we hold or use
- the steps we take to secure your personal data
- how to make a complaint in relation to our use of your personal data
- how to contact us with any queries or concerns in relation to your personal data

9 Promotional communications

We may use your personal data to send you updates (by email, text, telephone or post) about legal developments that might be of interest to you and/or information about our services, including exclusive offers, promotions or new services or products. You have the right to opt out of receiving promotional communications at any time, by emailing us to contact@duttongregory.co.uk.

10 Storage and retrieval of files

After completing the work, we will be entitled to keep all your papers and documents while there is still money owed to us for fees and expenses. Thereafter, we will keep your files for at least 7 years, except those papers you ask to be returned to you. Where possible, we will store your file information electronically only apart from original documents which we will normally return to you. We may charge an annual fee for storing original documents in safe custody. We will notify you of our storage rates at the appropriate time.

We store files on the understanding that we can destroy them at the appropriate period after the date of the final bill. We will not destroy documents you ask us to deposit in safe custody.

If we retrieve your file from storage (including electronic storage) in relation to continuing or new instructions to act for you, we will not normally charge for the retrieval.

If we retrieve your file from storage for another reason, we may charge you for:

- time spent retrieving the paper and electronic file and producing it to you
- reading, correspondence or other work necessary to comply with your instructions in relation to the retrieved file
- providing additional copies of any documents

We will provide you with an electronic copy only of the file where appropriate.

For information on how long we will hold your personal data, please see the attached Client Privacy Policy.

11 Outsourcing

Sometimes we ask other companies or people to carry out certain tasks, for example photocopying, on our files to ensure this is done promptly and in the most cost-effective manner. We will always seek a confidentiality agreement with these outsourced providers. For information on outsourcing in relation to your personal data, please see the attached Client Privacy Policy.

12 External auditing and due diligence

External firms or organisations may conduct audit or quality checks on our practice from time to time. They may wish to audit or quality check your file and related papers for this purpose. It is a specific requirement imposed by us that these external firms or organisations fully maintain confidentiality in relation to any files and papers which are audited or quality checked.

Your files may also be reviewed in a due diligence exercise relating to the sale or transfer of all or part of our business, the acquisition of another business by us or the acquisition of new business. If you do not wish your file to be used in this way, please let us know as soon as possible.

For information on external auditing and due diligence in relation to your personal data, please see the attached Client Privacy Policy.

13 Terminating your instructions

You may end your instructions at any time, by giving us notice in writing. We can keep all your papers and documents while our charges or disbursements are outstanding.

We will only decide to stop acting for you with good reason, for example where we feel that the relationship has broken down, if you do not pay a bill, if you provide us with misleading information, or if you act in an abusive or offensive manner. We will give you reasonable notice before we stop acting for you.

If you or we decide that we should stop acting for you, you are liable to pay our charges up until that point. These are calculated on the basis set out in our letter confirming your instructions.

We are not responsible for reminding you about important dates and/or any deadlines after our appointment has been terminated.

14 Prevention of money laundering and terrorist financing

We are professionally and legally obliged to keep your affairs confidential. However, solicitors may be required by statute to make a disclosure to the National Crime Agency where they know or suspect that a transaction may involve money laundering or terrorist financing. If we make a disclosure in relation to your matter, we may not be able to tell you that a disclosure has been made. We may have to stop working on your matter for a period of time and may not be able to tell you why.

15 Confidentiality

The information and documentation you provide us is confidential and subject to legal professional privilege unless:

- stated otherwise in this document or our letter confirming your instructions, or
- we advise you otherwise during the course of your matter

We cannot absolutely guarantee the security of information communicated by email or mobile phone.

Unless we hear from you to the contrary, we will assume that you consent for us to use these methods of communication.

16 Receiving and paying funds

Our policy is to only accept cash up to £500.00 in respect of any one instruction. 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. Where we have to pay money to you, it will be paid by cheque or bank transfer. It will not be paid in cash or to a third party. Please be aware that we do not notify changes to important business information, such as bank account details, by email.

17 Complaints

Procedure and timing:

- If you have any cause for complaint during the course of the case then please raise it with the person handling your case immediately. It is to be hoped the matter can be resolved between you both at that stage.
- If the complaint cannot be resolved with the person handling your case then you may refer the matter to the person supervising the work whose name will have been given to you.
- If the supervisor cannot resolve your concerns then the procedure is for you to raise the issue in writing with Jonathan Brown, Complaints Handling Officer, Dutton Gregory LLP, 44 Jewry Street, Winchester, SO23 8RY
(j.brown@duttongregory.co.uk)
- If the Complaints Handling Officer is the person you are dealing with then the procedure is for you to raise the issue in writing with the Managing Partner, Dutton Gregory LLP, Concept House, 6 Stoneycroft Rise, Chandler's Ford, Eastleigh, SO53 3LD.

We have eight weeks to consider your complaint. If we have not resolved it within this time, you may be able to complain to the Legal Ombudsman. This applies if you are an individual, a business with fewer than 10 employees and turnover or assets not exceeding a certain threshold, a charity or trust with a net income of less than £1m, or if you fall within certain other categories (you can find out more from the Legal Ombudsman—www.legalombudsman.org.uk). The Legal Ombudsman will look at your complaint independently and it will not affect how we handle your matter.

Before accepting a complaint for investigation, the Legal Ombudsman will check that you have tried to resolve your complaint with us first. If you have, then you must take your complaint to the Legal Ombudsman:

- within six months of receiving a final written response from us about your complaint
and
- no more than one year from the date of the act or omission being complained about;
or
- no more than one year from the date you should reasonably have known there was a cause for complaint.

The Legal Ombudsman's contact details are:

Legal Ombudsman PO Box 6167 Slough SL1 0EH

0300 555 0333—from 9.00am to 4.00pm

enquiries@legalombudsman.org.uk

www.legalombudsman.org.uk

18 Our bill

You are liable to pay legal fees as set out in our letter confirming your instructions. We will also usually discuss this at our initial meeting with you.

By providing instructions to us you agree that we may deliver bills to you by email.

Bills should be paid as set out on the bill. Where we are holding any funds for which we would otherwise be required to account to you we intend to apply those funds to payment of our bill. We may charge interest on overdue bills at 4% above the Barclays Bank base rate applicable for the duration of the outstanding account (or the Court rate of 8% whichever is the higher).

We may cease acting for you if an interim bill remains unpaid after 14 days or if our reasonable request of a payment on account of fees is not met.

If our bill remains unpaid after 14 days and legal action is taken against you to recover the debt, you will be liable to pay all and any costs incurred by us or our authorised agent. Such costs shall include (without limitation) legal fees, disbursements, and VAT.

For the avoidance of doubt, by accepting these terms, you expressly agree to opt out of Part 45 of the Civil Procedure Rules regarding fixed costs in its entirety and to fully indemnify us for any loss incurred in ensuring payment of our bill.

You have the right to challenge or complain about our bill. Please see the 'Complaints' section above for details of how to complain about our bill.

You have the right to challenge our bill by applying to the court to assess the bill under Part III of the Solicitors Act 1974. The usual time limit for making such an application is one month from the date of delivery of the bill. If the application is made after one month but before 12 months from delivery of the bill, the court's permission is required for the bill to be assessed.

Unless there are special circumstances, the court will not usually order a bill to be assessed after:

- 12 months from delivery of the bill
- a judgment has been obtained for the recovery of the costs covered by the bill
- the bill has been paid, even if this is within 12 months

19 Payment of interest

We will:

- pay interest when it is fair and reasonable to do so in all the circumstances

- pay a fair and reasonable sum calculated over the whole period for which any money is held

When will we pay interest?

We will not pay interest:

- on money held to pay a professional disbursement, once the intended recipient has requested that we delay in paying them
- on money held for the Legal Aid Agency
- on money that we have paid into client account as an advance from the firm to fund a payment on behalf of a client or trust in excess of funds held for that client or trust
- if we have agreed with the recipient to contract out of our obligation to pay interest
- on monies that we are instructed to hold outside a client account in a manner that does not attract interest, eg cash held in our safe
- where the amount of interest, calculated in accordance with this policy, is less than £50
- on money received on account of fees and disbursements (however long the money is held) except in circumstances where a refund becomes due and then is still subject to the minimum amounts referred to above

We will pay interest on all other monies held on client account, including any monies we should have held on client account but failed to do so.

Interest will be calculated and paid in accordance with this policy. The amount of interest paid to each recipient will take into account various factors that are explained in our Interest policy.

Types of client account

Client account monies can be held in two different ways:

- in a separate designated client account (SDCA)
- in our general client account

Interest on monies held in separate designated client account

We will advise which bank will be used where we hold monies in an SDCA.

Unless we are instructed to the contrary, we will pay 100% of the interest received on monies deposited in an SDCA to the recipient to whom we ultimately pay the monies on deposit. Where the monies on deposit are divided between more than one recipient, we will divide the interest in the same proportions.

Interest will be paid net of tax unless the recipient has signed a declaration that they are entitled to receive gross interest.

Interest on monies held in our general client account

Any money not held in a SDCA will be held in our general client account. The interest rate will be in accordance with Barclays Bank plc's published rates for Solicitors Client Accounts for the average balance that was held for you.

The interest rate is likely to change from time to time.

Interest will be paid before deduction of tax. It will be the recipient's responsibility to declare interest received to HMRC.

Interest on more than one matter

Where we hold monies on more than one matter for a recipient, interest will be calculated separately for each individual instruction—unless it is fair and reasonable to aggregate the interest.

Best available interest rate

We are required by the Solicitors Regulation Authority (SRA) to deposit monies in instant access accounts only. This means that the interest rate paid on monies in an SDCA or in our general client account may not be as high as the recipient can achieve by placing the money on deposit themselves. Please contact us if you wish to discuss making alternative arrangements.

Interest payment dates

Interest will be paid at the conclusion of the matter or at other intervals reasonably requested by you in writing. Interest will be calculated over the whole period that we hold the monies, starting from the date the monies are treated by us as cleared funds.

Special cases

If we hold money jointly with a client, the interest earned will belong to the client, unless we agree otherwise.

If we hold money jointly with another firm, we will agree with the other firm how interest will be allocated.

Unpresented cheques

Where we pay money by cheque to a recipient who delays in paying the cheque into their bank, we will pay additional interest only where it is reasonable in all the circumstances to do so. We reserve the right to charge for the additional work involved.

Contracting out

We may, by written agreement with you, contract out of the terms of this interest policy.

We will contract out only where doing so provides a fair outcome. This will depend on all the circumstances.

When agreeing to contract out, we will:

- act fairly towards you
- provide sufficient information to enable you to give informed consent

We are not authorised by the Financial Conduct Authority. If, while we are acting for you, you need advice on investments, we may 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 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 the SRA or Legal Ombudsman.

21 Consumer credit services

We are not authorised by the Financial Conduct Authority in relation to consumer credit services. We may, however, provide certain limited consumer credit services where these are incidental to the professional services we provide. 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 independent regulatory arm of the Law Society. The Legal Ombudsman deals with complaints against lawyers. If you are unhappy with any consumer credit services you receive from us, you should raise your concerns with the SRA or Legal Ombudsman.

22 Insurance distribution activity

We are not authorised by the Financial Conduct Authority. However, we are included on the register maintained by the Financial Conduct Authority so that we may 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 authorised and 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

The Law Society of England and Wales is a designated professional body for the purposes of the Financial Services and Markets Act 2000. The Solicitors Regulation Authority is the independent regulatory arm of the Law Society. The Legal Ombudsman deals with complaints against lawyers. If you are unhappy with any insurance advice you receive from us, you should raise your concerns with the SRA or Legal Ombudsman.

23 Equality and diversity

We are committed to promoting equality and diversity in all our dealings with clients, third parties and employees. Please contact us if you would like a copy of our equality and diversity policy which is also available on our website.

24 Consumer Contracts Regulations

If the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 (the Regulations) apply to the contract made between us and the contract is an off-premises contract or a distance contract (as set out in the Regulations) then the following provisions apply.

Right to cancel

You have the right to cancel this contract within 14 days from the day the contract was entered into without giving any reason.

The cancellation period will expire after 14 days from the day the contract was entered into.

To exercise the right to cancel, you must inform us of your decision to cancel this contract by a clear statement (e.g. a letter sent by post, fax or e-mail). You may use the attached model cancellation form, but it is not obligatory.

To meet the cancellation deadline, it is sufficient for you to send your communication concerning your exercise of the right to cancel before the cancellation period has expired.

Effects of cancellation

If you cancel this contract, we will reimburse to you all payments received from you.

We will make the reimbursement without undue delay, and not later than 14 days after the day on which we are informed about your decision to cancel this contract.

We will make the reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of the reimbursement.

If you requested us to begin the performance of services during the cancellation period, you shall pay us an amount which is in proportion to what has been performed until you have communicated to us your cancellation of the contract, in comparison with the full fees for the work we would otherwise have carried out.

25 Applicable law

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

26 Future instructions

Unless otherwise agreed, these Terms of Business will apply to all future instructions you give us on this or any other matter.

Cancellation Form (see section 24)

To Dutton Gregory LLP fax email

I/We* hereby give notice that I/We* cancel my/our* contract for the supply of the following service:

.....

Ordered on/ received on*:

Name of consumer(s):

Address of consumer(s):

.....

Signature of consumer(s):

.....

Date:

* *Delete as appropriate*

CLIENT PRIVACY POLICY

We take your privacy very seriously. Please read this privacy policy carefully as it contains important information on who we are and how and why we collect, store, use and share your personal data. It also explains your rights in relation to your personal data and how to contact us or supervisory authorities in the event you have a complaint.

When we use your personal data we are regulated under the UK General Data Protection Regulation (GDPR) and we are responsible as 'controller' of that personal data for the purposes of the GDPR. Our use of your personal data is subject to your instructions, the GDPR, other relevant UK legislation and our professional duty of confidentiality.

Key terms

It would be helpful to start by explaining some key terms used in this policy:

We, us, our	Dutton Gregory LLP
Personal data	Any information relating to an identified or identifiable individual
Special category personal data	Personal data revealing racial or ethnic origin, political opinions, religious beliefs, philosophical beliefs or trade union membership Genetic and biometric data Data concerning health, sex life or sexual orientation

Personal data we collect about you

The table below sets out the personal data we will or may collect in the course of advising and/or acting for you.

Personal data we will collect	Personal data we may collect depending on why you have instructed us
Your name, address and telephone number Information to enable us to check and verify your identity, eg your date of birth or passport details Electronic contact details, eg your email address and mobile phone number Information relating to the matter in which you are seeking our advice or representation Information to enable us to undertake a credit or other financial checks on you Your financial details so far as relevant to your instructions, eg the source of your funds if you are instructing on a purchase transaction Information about your use of our IT, communication and other systems, and other	Your National Insurance and tax details Your bank and/or building society details Details of your professional online presence, eg LinkedIn profile Details of your spouse/partner and dependants or other family members, eg if you instruct us on a family matter or a will Your employment status and details including salary and benefits, eg if you instruct us on matter related to your employment or in which your employment status or income is relevant Details of your pension arrangements, eg if you instruct us on a pension matter or in relation to financial arrangements following breakdown of a relationship Your employment records including, where relevant, records relating to sickness and attendance, performance, disciplinary, conduct and grievances (including relevant special category personal data), eg if you instruct us on matter related to your employment or in which your employment records are relevant Your racial or ethnic origin, gender and sexual orientation, religious or similar beliefs, eg if you instruct

Personal data we will collect	Personal data we may collect depending on why you have instructed us
monitoring information	<p>us on a discrimination claim</p> <p>Your trade union membership, eg if you instruct us on discrimination claim or your matter is funded by a trade union</p> <p>Personal identifying information, such as your hair or eye colour or your parents' names, eg if you instruct us to incorporate a company for you</p> <p>Your medical records, eg if we are acting for you in a personal injury claim</p>

This personal data is required to enable us to provide our service to you. If you do not provide personal data we ask for, it may delay or prevent us from providing services to you.

How your personal data is collected

We collect most of this information from you direct. However, we may also collect information:

- from publicly accessible sources, eg Companies House or HM Land Registry;
- directly from a third party, eg:
 - sanctions screening providers;
 - credit reference agencies;
 - client due diligence providers;
- from a third party with your consent, eg:
 - your bank or building society, another financial institution or advisor;
 - consultants and other professionals we may engage in relation to your matter;
 - your employer and/or trade union, professional body or pension administrators;
 - your doctors, medical and occupational health professionals;
- via our website
- via our information technology (IT) systems, eg:
 - case management, document management and time recording systems;
 - reception logs;
 - automated monitoring of our websites and other technical systems, such as our computer networks and connections, CCTV and access control systems, communications systems, email and instant messaging systems.

How and why we use your personal data

Under data protection law, we can only use your personal data if we have a proper reason for doing so, eg:

- to comply with our legal and regulatory obligations;

- for the performance of our contract with you or to take steps at your request before entering into a contract;
- for our legitimate interests or those of a third party;
- where use of the personal data is permitted under an enactment other than the Money Laundering, Terrorist Financing and Transfer of Funds (Information on the Payer) Regulations 2017 or the GDPR; or
- where you have given consent.

A legitimate interest is when we have a business or commercial reason to use your information, so long as this is not overridden by your own rights and interests.

The table below explains what we use (process) your personal data for and our reasons for doing so:

What we use your personal data for	Our reasons
To provide legal services to you	For the performance of our contract with you or to take steps at your request before entering into a contract
For the purposes of preventing money laundering and terrorist financing Conducting checks to identify our clients and verify their identity Screening for financial and other sanctions or embargoes Other processing necessary to comply with professional, legal and regulatory obligations that apply to our business, eg under health and safety regulation or rules issued by our professional regulator	To comply with our legal and regulatory obligations
Gathering and providing information required by or relating to audits, enquiries or investigations by regulatory bodies	To comply with our legal and regulatory obligations
Ensuring business policies are adhered to, eg policies covering security and internet use	For our legitimate interests or those of a third party, ie to make sure we are following our own internal procedures so we can deliver the best service to you
Operational reasons, such as improving efficiency, training and quality control	For our legitimate interests or those of a third party, i.e. to be as efficient as we can so we can deliver the best service for you at the best price
Ensuring the confidentiality of commercially sensitive information	For our legitimate interests or those of a third party, i.e. to protect our intellectual property and other commercially valuable information To comply with our legal and regulatory obligations
Statistical analysis to help us manage our practice, eg in relation to our financial performance, client base, work type or other efficiency measures	For our legitimate interests or those of a third party, i.e. to be as efficient as we can so we can deliver the best service for you at the best price
Preventing unauthorised access and	For our legitimate interests or those of a

What we use your personal data for	Our reasons
modifications to systems	<p>third party, ie to prevent and detect criminal activity that could be damaging for us and for you</p> <p>To comply with our legal and regulatory obligations</p>
Updating and enhancing client records	<p>For the performance of our contract with you or to take steps at your request before entering into a contract</p> <p>To comply with our legal and regulatory obligations</p> <p>For our legitimate interests or those of a third party, eg making sure that we can keep in touch with our clients about existing and new services</p>
Statutory returns	To comply with our legal and regulatory obligations
Ensuring safe working practices, staff administration and assessments	<p>To comply with our legal and regulatory obligations</p> <p>For our legitimate interests or those of a third party, eg to make sure we are following our own internal procedures and working efficiently so we can deliver the best service to you</p>
<p>Marketing our services to:</p> <ul style="list-style-type: none"> — existing and former clients; — third parties who have previously expressed an interest in our services; — third parties with whom we have had no previous dealings. 	For our legitimate interests or those of a third party, i.e. to promote our business to existing and former clients
Credit reference checks via external credit reference agencies	For our legitimate interests or those of a third party, i.e. for credit control and to ensure our clients are likely to be able to pay for our services
External audits and quality checks, eg for Lexcel accreditation and the audit of our accounts	<p>For our legitimate interests or those of a third party, i.e. to maintain our accreditations so we can demonstrate we operate at the highest standards</p> <p>To comply with our legal and regulatory obligations</p>

How and why we use special category personal data

Under data protection law, we can only use special category personal data where:

- we have a proper reason for doing so (see above: **How and why we use personal data**), and
- one of the 'grounds' for using special category personal data applies

There are ten potential grounds for using special category personal data under data protection law. Generally, where we use special category personal data, we will do so on the

ground that this is necessary for establishing, exercising or defending legal claims. This includes using special category personal data, where necessary, for:

- actual or prospective court proceedings;
- obtaining legal advice; or
- establishing, exercising or defending legal rights in any other way.

Where this does not apply, we will seek explicit consent to process special category personal data.

Promotional communications

We may use your personal data to send you updates (by email, text message, telephone or post) about legal developments that might be of interest to you and/or information about our services, including exclusive offers, promotions or new services or products.

We have a legitimate interest in processing your personal data for promotional purposes (see above '**How and why we use your personal data**'). This means we do not usually need your consent to send you promotional communications. However, where consent is needed, we will ask for this consent separately and clearly.

We will always treat your personal data with the utmost respect and never sell or share it with other organisations for marketing purposes.

You have the right to opt out of receiving promotional communications at any time by emailing us to contact@duftongregory.co.uk

We may ask you to confirm or update your marketing preferences if you instruct us to provide further services in the future, or if there are changes in the law, regulation, or the structure of our business.

Who we share your personal data with

We routinely share personal data with:

- professional advisers who we instruct on your behalf or refer you to, eg barristers, medical professionals, accountants, tax advisors or other experts;
- other third parties where necessary to carry out your instructions, eg your mortgage provider or HM Land Registry in the case of a property transaction or Companies House;
- credit reference agencies;
- our insurers and brokers;
- external auditors, eg in relation to Lexcel accreditation and the audit of our accounts;
- our banks;
- external service suppliers, representatives and agents that we use to make our business more efficient, eg marketing agencies, document collation or analysis suppliers.

We only allow our service providers to handle your personal data if we are satisfied they take appropriate measures to protect your personal data. We also seek to impose contractual obligations on service providers relating to ensure they can only use your personal data to provide services to us and to you.

We may disclose and exchange information with law enforcement agencies and regulatory bodies to comply with our legal and regulatory obligations.

We may also need to share some personal data with other parties, such as potential buyers of some or all of our business or during a re-structuring. Usually, information will be anonymised but this may not always be possible. The recipient of the information will be bound by confidentiality obligations.

Where your personal data is held

Information may be held at our offices and those of our third party agencies, service providers, representatives and agents as described above (see '**Who we share your personal data with**').

Some of these third parties may be based outside the UK. For more information, including on how we safeguard your personal data when this occurs, see below: '**Transferring your personal data out of the UK**'.

How long your personal data will be kept

We will keep your personal data after we have finished advising or acting for you. We will do so for one of these reasons:

- to respond to any questions, complaints or claims made by you or on your behalf;
- to show that we treated you fairly;
- to keep records required by law.

We will not retain your data for longer than necessary for the purposes set out in this policy. Different retention periods apply for different types of data. Further details on this are available on request.

Transferring your personal data out of the UK

To deliver services to you, it is sometimes necessary for us to share your personal data outside the UK, eg:

- with your and our service providers located outside the UK;
- if you are based outside the UK;
- where there is an international dimension to the matter in which we are advising you.

Under data protection law, we can only transfer your personal data to a country or international organisation outside the UK where:

- the UK government has decided the particular country or international organisation ensures an adequate level of protection of personal data (known as an 'adequacy decision');
- there are appropriate safeguards in place, together with enforceable rights and effective legal remedies for data subjects; or
- a specific exception applies under data protection law

These are explained below.

Adequacy decision

We may transfer your personal data to certain countries, on the basis of an adequacy decision. These include:

- all European Union countries, plus Iceland, Liechtenstein and Norway (collectively known as the 'EEA');
- Gibraltar; and
- Andorra, Argentina, Canada, Faroe Islands, Guernsey, Israel, Isle of Man, Japan, Jersey, New Zealand, Switzerland and Uruguay.

The list of countries that benefit from adequacy decisions will change from time to time. We will always seek to rely on an adequacy decision, where one exists.

Other countries we are likely to transfer personal data to do not have the benefit of an adequacy decision. This does not necessarily mean they provide poor protection for personal data, but we must look at alternative grounds for transferring the personal data, such as ensuring appropriate safeguards are in place or relying on an exception, as explained below.

Transfers with appropriate safeguards

Where there is no adequacy decision, we may transfer your personal data to another country if we are satisfied the transfer complies with data protection law, appropriate safeguards are in place, and enforceable rights and effective legal remedies are available for data subjects.

The safeguards will usually include using legally-approved standard data protection contract clauses.

Transfers under an exception

In the absence of an adequacy decision or appropriate safeguards, we may transfer personal data to a third country or international organisation where an exception applies under data protection law, eg:

- you have explicitly consented to the proposed transfer after having been informed of the possible risks;
- the transfer is necessary for the performance of a contract between us or to take pre-contract measures at your request;
- the transfer is necessary for a contract in your interests, between us and another person; or
- the transfer is necessary to establish, exercise or defend legal claims

We may also transfer information for the purpose of our compelling legitimate interests, so long as those interests are not overridden by your interests, rights and freedoms. Specific conditions apply to such transfers and we will provide relevant information if and when we seek to transfer your personal data on this ground.

If you would like further information please contact us (see 'How to contact us' below).

Your rights

You have the following rights, which you can exercise free of charge:

Access	The right to be provided with a copy of your personal data
Rectification	The right to require us to correct any mistakes in your personal data
To be forgotten	The right to require us to delete your personal data—in certain

	situations
Restriction of processing	The right to require us to restrict processing of your personal data—in certain circumstances, eg if you contest the accuracy of the data
Data portability	The right to receive the personal data you provided to us, in a structured, commonly used and machine-readable format and/or transmit that data to a third party—in certain situations
To object	The right to object: —at any time to your personal data being processed for direct marketing (including profiling); —in certain other situations to our continued processing of your personal data, eg processing carried out for the purpose of our legitimate interests.
Not to be subject to automated individual decision-making	The right not to be subject to a decision based solely on automated processing (including profiling) that produces legal effects concerning you or similarly significantly affects you

For further information on each of those rights, including the circumstances in which they apply, please contact us or see the [Guidance from the UK Information Commissioner's Office \(ICO\) on individuals' rights under the General Data Protection Regulation](#).

If you would like to exercise any of those rights, please:

- email, call or write to us—see below: '**How to contact us**'; and
- let us have enough information to identify you (eg your full name, address and client or matter reference number);
- let us have proof of your identity and address (a copy of your driving licence or passport and a recent utility or credit card bill); and
- let us know what right you want to exercise and the information to which your request relates.

Keeping your personal data secure

We have appropriate security measures to prevent personal data from being accidentally lost, or used or accessed unlawfully. We limit access to your personal data to those who have a genuine business need to access it. Those processing your information will do so only in an authorised manner and are subject to a duty of confidentiality.

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

How to complain

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

You also have the right to lodge a complaint with the Information Commissioner. The Information Commissioner may be contacted at <https://ico.org.uk/make-a-complaint> or by telephone: 0303 123 1113.

Changes to this privacy policy

This privacy policy was published on 25 May 2018 and last updated on 19 May 2021.

We may change this privacy policy from time to time, when we do we will inform you.

How to contact us

Please contact us by post, email or telephone if you have any questions about this privacy policy or the information we hold about you.

Our contact details are shown below:

Dutton Gregory LLP
Concept House
6 Stoneycroft Rise
Chandler's Ford
SO53 3LD

email: contact@duttongregory.co.uk
tel: 02380 221344

Do you need extra help?

If you would like this policy in another format (for example audio, large print, braille) please contact us (see 'How to contact us' above).