

Decimus Fearon LLP

Terms of Business

These Terms of Business apply except to the extent (if any) varied in the Engagement Letter with which they are enclosed or subsequently varied in writing between Decimus Fearon LLP ("we", "us", "our") and you.

1. Authority to Instruct, People Responsible For Your Work and Client Responsibility

Unless instructed otherwise, we shall assume that all your employees, directors, officers and representatives who give us instructions are authorised to do so and that we may act on their oral instructions. If you retain us as agent for a third party, or purport to do so, you warrant that you have the actual authority of that third party to do so.

We will let you know who will mainly be responsible for the work and their status. That person may be assisted by others whose names and positions will be notified to you. If the person mainly responsible for the work is not a partner, then we will tell you the name of the Partner who has overall responsibility.

We like to maintain continuity in the people handling your work but, if any change is, we will notify you who is handling it.

You must give us prompt instructions that allow us to do our work properly, not ask us to work in an improper or unreasonable way, not deliberately mislead us, and co-operate with us and any experts or third parties instructed by us on your behalf. We cannot guarantee that instructions sent to us by email or by text message will be received either promptly or at all. It is in your best interests not to use SMS or WhatsApp messaging to provide us with information, authority or instructions.

2. Professional Fees, Disbursements and Expenses

Hourly rates

Our professional fees are usually based on the time we spend dealing with your matter. Time spent on your matters will include without limitation meetings with you and others (including on-line meetings), travelling, time considering, preparing and working on papers and correspondence, and making and receiving emails and telephone calls.

We will charge the applicable rate per hour for the time spent on your matter from instruction until the next review date and will tell you the rates per hour for your matter.

The review date in each year is 1 January. When we review the hourly rates we will notify you in writing of any changes and the new rates will take effect from and including the review date.

Value element

In property transactions, in the administration of estates and in transactions involving a large amount of money or benefit, we may base our professional fees on the time spent and by reference to a value element, such as the price of the property, the size of the estate or the value of the financial benefit.

The value element reflects the importance of the transaction and responsibility placed on us. We will tell you in writing if a value element will apply to your matter.

Fixed fees and other fee arrangements

We may be able to agree with you an alternative charging arrangement such as a fixed fee, a conditional fee or a damages based fee. If our fees are not to be based on time spent, we will write to you separately about this.

We will inform you if any unforeseen extra work becomes necessary, for example, due to unexpected complexities or difficulties or if your requirements or the circumstances change significantly during the

matter. We will inform you of the estimated cost of the extra work. We will attempt to agree an amended charge with you. If we cannot reach agreement, we will do no further work and charge you on an hourly basis for the work done to date.

Expenses and disbursements

Payments we make on your behalf will be charged to you either when they are paid or in your next bill and you will be liable to pay them.

Expenses will include, without limitation, faxes, photocopying, printing, mobile phone calls, international phone calls, conference call facilities, document storage and bank transfer charges.

Disbursements will include, without limitation, Court fees, Barristers' fees, Land Registry and search fees, reasonable travel and accommodation expenses, and subsistence incurred by members of our staff when working for you away from the office.

All disbursements and expenses are charged to you at cost, with the exception of the items listed below where an administrative charge is added:

Expense Item	Basis of charge (excluding VAT)
Internal photocopying (A4 black and white)	20p per side
Internal photocopying (A3 black and white)	40p per side
Internal photocopying (A4 colour)	£1 per side
Internal photocopying (A3 colour)	£1.50 per side
Internal printing (A4 black and white)	15p per side
Internal printing (A3 black and white)	30p per side
Internal printing (A4 colour)	75p per side
Internal printing (A3 colour)	£1.50 per side
Fax	£1 per page plus a charge calculated by reference to the transmission duration and dialling code
International calls	Charge calculated by reference to the call duration and dialling code
Couriers	At cost
Document ID Check	£15 (per Client)
O/S Map search and print	£40
UK CHAPS Charges	£35
Foreign CHAPS Charges	£38
Storage of Deeds	£50
Scanning and Archiving	£75 (if you wish us to store substantial amounts of documents this will be charged at cost)

Unless specifically requested by you, we will not usually ask you before incurring expenses and disbursements and ordinary items. We will, however, usually check with you before incurring non-routine items of expenditure.

Value Added Tax

VAT at the rate applicable will be added to our professional fees, disbursements and expenses, unless a zero rating or exemption applies.

Limits

You may set a limit on the professional fees, disbursements and expenses to be incurred. You must inform us in advance about any such limit.

This means that you must pay those fees, disbursements and expenses incurred up to any agreed limit without your approval. We will inform you as soon as it appears that any limit may be exceeded and will not exceed it without first obtaining your approval.

Failure to conclude

If, for any reason, your matter does not proceed to a conclusion, we will charge you for work done, expenses and disbursements incurred to date on the basis of time spent or any specific pre-agreement regarding fees for abortive work (if any).

Payment on account

We may ask you to pay sums of money in advance of starting work and from time to time during the matter on account of anticipated professional fees, disbursements and expenses. This helps to avoid delay in the progress of the matter. We will tell you if we require a sum on account to enable us to make payment of disbursements or expenses or to cover our initial professional fees before we start work on your case.

When we put these payments towards your bill we will send you a receipt. We will offset any such payments against your interim or final bill, but the total of our professional fees, disbursements and expenses to you may be greater than any advance payments.

Interest on your money

Any money received from clients will be held in our client account. We maintain an instant access account to facilitate a transaction, but in consequence the amount of interest earned will usually be less than would be earned if the money were held in a deposit account. Interest will be calculated and paid to the client at the rate from time to time payable on Coutts Bank instant access accounts. The period for which interest will be paid will normally run from the date on which funds are received by us until the date of issue of any cheque from our client account. We may retain the first £30 of each amount of interest as and when calculated to help us cover the administrative expenses of arranging these calculations and payments.

Where a client obtains borrowing from a lender in a property transaction, we will ask the lender to arrange that the loan cheque is received by us a minimum of four working days prior to the completion date. If the money can be sent by CHAPS/BACS we will request that we receive it the day before completion. This will enable us to ensure that the necessary funds are available in time for completion. Such clients need to be aware that the lender may charge interest from the date of issue of their loan cheque or the transfer of the payment.

Your client account money

Our main bankers are Coutts & Co. Should you suffer loss of money held in our client account due to failure of the bank it is unlikely that we will be liable for that loss. If we make a claim on your behalf under the Financial Services Compensation Scheme (FSCS) you should note that the £85,000 FSCS indemnity limit applies to each individual. Accordingly, if you hold other money in the same bank the limit will be £85,000 in total (i.e. your other money will be aggregated with the money we hold for you in that bank). Some deposit taking institutions have several brands or trade names and the £85,000 limit applies per institution, not to each brand. You should check either with your bank, the Financial Conduct Authority or a financial adviser for more information.

Awards of costs (contentious matters)

If we are acting for you in a contentious matter and you are successful, the Court or arbitrator may order another party to pay all or part of the costs you have incurred. You should be aware, however, that the party who is ordered to pay all or part of your costs may not

be able to pay them. You will still be liable to pay us the full amount of your costs as set out in, and on receipt of, our invoices. Any sums subsequently recovered from the other party will be credited to your account when received. If the other party is legally aided you may not recover any of your costs, even if you are successful.

In some circumstances (for example, if you lose your case) the Court or arbitrator may order you to pay all or some of the costs of another party or parties. Such costs could include the fees of other parties' solicitors and barristers (and their success fees) and other disbursements and expenses such as expert witnesses' fees and legal expenses insurance premiums. All these sums will be payable by you in addition to your own costs.

Liability for your costs, as well as other parties' costs, might be covered by an existing legal expenses insurance policy that you have in place. It is important that you check your existing policies to see whether such legal costs are covered. If you think you might have such insurance cover you should immediately notify us.

Separately, specially purchased insurance can in certain circumstances be taken out to cover some potential costs liability. If you would like more information about this, please contact us.

If a party is unsuccessful in an interlocutory application (an interim application prior to trial), the Court or arbitrator is likely to assess the successful party's costs and order their payment by the unsuccessful party (usually within 14 days). The unsuccessful party will be responsible for payment of the assessed costs. Failure to make payment within that period may prevent the unsuccessful paying party from continuing its case.

If you or the opposing party is ordered to pay costs and such costs are not agreed, then a further Court process will normally take place, whereby those costs are submitted for a detailed assessment. It is rare on any such assessment that the successful party recovers all of the costs it has incurred. Even if you are successful, your opponent is unlikely to be required to repay at most more than approximately 70-80% of your costs. You are responsible for paying the difference between (i) any recovery from your opponent and (ii) the costs due to us. In certain cases, successful parties may only be able to recover a small percentage of their costs from their unsuccessful opponents.

In certain contentious matters we are required to submit costs budgets to the Court on your behalf. You are liable to pay us the full amount of your costs as set out in, and on receipt of, our invoices even if the Court does not approve a costs budget we have prepared.

In matters where one party is ordered to pay all or part of the costs incurred by the other party, interest will be payable by the paying party on the amount of the costs assessed usually from the date on which the order for payment is made but usually only where the costs assessed are £5,000 or more.

You will also be responsible for paying the costs of seeking to recover costs that a Court or arbitrator has ordered the other party to pay you.

3. Billing Arrangements

In relation to most property transactions we will send you a bill for our professional fees, disbursements and expenses prior to completion, for payment on completion and we will usually deduct payment from funds made available on completion.

In relation to the administration of estates, we will usually send you an interim bill on account of our professional fees, disbursements and expenses after the Grant of Probate has been obtained and every 3 months thereafter during the administration of the estate. We will also send you a final bill for

our professional fees, disbursements and expenses, when the administration is completed. If we hold sufficient funds on your behalf, we will usually deduct payment from these funds.

In relation to other matters, we may send you interim bills for our professional fees, disbursements and expenses periodically while the work is in progress. This will enable you to budget as the matter progresses. We will send you a final bill after completion of the work. Where interim bills are appropriate it is generally our practice to issue them on a monthly basis.

Interim bills are for payments on account as the work progresses. An interim bill will conform to the requirements of the Solicitors Act 1974 in that we may sue on that invoice, you may apply for a formal assessment of that invoice and in the absence of any such assessments that invoice shall be deemed 'final' in respect of the work covered and may not be adjusted at a later date.

Unless notified to you separately, our invoices are payable within 28 days of the date of the invoice and we may withdraw from acting for you if they are not paid promptly, whether or not we are holding a deposit on your account.

Unless notified to you separately, payment of our final account is due within 28 days of the date of the invoice.

We reserve the right in the event that any bill (interim or final) is not paid promptly to charge interest for late payment of our bills from the due payment date of such bill at 5 per cent above the base rate from time to time of Coutts Bank, on a daily basis. Where interest is charged for late payment, we reserve the right to invoice you separately for interest accruing on outstanding bills at the same rate.

We are entitled to recover on a full indemnity basis any costs incurred by us in collecting overdue payments (including, without limitation, our professional fees, disbursements, expenses and the costs and expenses of any third parties we may appoint to collect such amounts).

Please read the Notes on the back of our bills which give more information.

4. Storage of Information, Papers and Documents

In the conduct of our business we will need to collect information about you which we will hold as data controllers under the Data Protection Act 2018. We will use this information in order that we may discharge the services agreed under our retainer and for related purposes including upgrading client records, analysis for management purposes, statutory returns, legal and regulatory compliance.

Following the conclusion of your transaction or matter we agree to keep our file of papers (except for any which you asked to be returned to you) for such period as we shall deem appropriate in our absolute discretion. If you require such papers including pre-registration deeds and documents (where the title to the property has been registered at HM Land Registry) to be kept for any specific period, you must give us written notice to that effect. Where such notice is given, we reserve the right to require you to take personal custody of the papers. This provision does not, of course, apply to Wills and Deeds referred to above.

We reserve the right to store any papers or documents (other than any which we have specifically agreed or as required by law to store in physical form) in electronic form only. Within 6 months of completion of property matters we will arrange for your file to be scanned by an independent logistics firm and thereafter the original file of papers will be securely destroyed.

We will not destroy documents you ask us to deposit in safe custody and we may ask you to retain bulky documents yourself. In respect of property matters, a one off charge of £50 plus VAT will be made for such storage. In respect of other matters including construction matters the same one off charge will be applied but we will provide an estimate of any additional anticipated storage and or scanning costs for your approval.

At the end of our retainer we are entitled to keep all your papers and documents while there is money owing to us.

If we retrieve papers or documents from storage in relation to further or new instructions on your behalf, we may need to charge for retrieval. We may also make a charge based on time spent.

5. Termination

You may terminate your instructions to us in writing at any time but we will be entitled to keep all your papers and documents while there is any money owing to us for our professional fees, disbursements and expenses.

We may decide to stop acting for you only with good reason, for example if you do not pay an interim bill or comply with our request for a payment on account. In that case, we will give you reasonable notice.

In property transactions where we are also acting for your lenders, we will have to pass them information you give us that might be relevant to their decision whether to finance the purchase. If you tell us things that you do not want the lenders to know and they are relevant to the lenders, we may have to stop acting for the lenders and possibly for you. We will decide to stop acting for you only with good reason and on giving you appropriate notice.

If you or we decide that we will no longer act for you, you will pay our professional fees, disbursements and expenses to the end of the retainer on the basis set out above.

6. Communications Between You and Us

If you have any queries or concerns about our work, please raise them in the first instance with the person mainly responsible for your work or the Partner with overall responsibility. If that does not resolve the problem to your satisfaction, please contact the Officer specified in our Engagement Letter. If for any reason we are unable to resolve the problem with you, then we are regulated by the Solicitors Regulation Authority which also provides a complaints and redress scheme.

All solicitors must attempt to resolve problems that may arise with their services and it is important that you raise with us promptly any concerns you may have.

Letters and telephone conversations between us will be regarded as acceptable to you and secure. You may fax or email us at your risk that the communication could be intercepted or not safely received. You agree to our communicating with you or on your behalf by fax or email unless you expressly instruct us not to. We will not normally confirm fax or email by a hard copy without your express request.

Information given to us is kept confidential and will not be disclosed to third parties except as authorised by you or required by law. If we are working in conjunction with other professional advisers on your behalf, we will assume that we may disclose any relevant aspects of your affairs to them, unless we have your written instructions to the contrary.

7. Investments

Sometimes property, probate, trusts, company and other work involves borrowing and investments. We are not authorised by the Financial Conduct Authority and so may refer you to someone who is authorised to provide any necessary advice. However, we can provide certain limited services in relation to investments, provided they are closely linked with the legal services we are providing to you, as we are regulated by the Solicitors Regulation Authority.

8. Insurance

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 can carry on insurance mediation 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.register.fca.org.uk.

9. Credit Searches

We reserve the right to conduct credit searches in relation to you and any concerned parties for the purposes of our regulatory compliance obligations.

10. Our Liability

Please note the following important provisions which include limiting our overall liability to you to £3,000,000 (three million pounds sterling).

Your relationship is solely with us and we have sole legal liability for the work done for you. No partner or member of staff will have any personal legal liability for that work whether in contract, tort, negligence or otherwise. Even if that individual signs in his or her own name any letter or other document in the course of carrying out that work, it does not mean he or she is assuming any legal liability for that letter or document.

You agree that our liability to you for any breach of our duties is limited in the following respects:

- Any liability is that of Decimus Fearon LLP, not of an individual partner, consultant or member of staff. You agree to make no claim against an individual except for fraud. This clause is for the benefit of, and shall be enforceable by, our partners and staff under the Contracts (Rights of Third Parties) Act 1999
- Our maximum liability for any mistake (except for fraud) is £3 million including contractual and statutory interest (unless we agree a different amount with you in writing – although this will always be above the minimum required by the Solicitors Regulation Authority Indemnity Insurance Rules)
- This overall limit applies whether the mistake affects just one piece of work we do for you or several, so long as it is the same or a similar mistake
- For the purpose of the overall limit, more than one mistake on a matter or transaction is considered as one mistake
- We are liable for loss that we directly cause and for any indirect or consequential loss or loss of anticipated profit or other benefit, provided that that our total liability does not exceed £3 million. Otherwise we have no liability for any indirect or consequential loss or loss of anticipated profit or other benefit
- We are not liable to the extent that our mistake results from something you do or fail to do (such as giving us the wrong information, or not giving us information at the time we ask for it, or not putting us in funds at the correct time)
- Unless we have specifically agreed with you in writing that we will advise on a specific issue relating to any taxation, pensions, accounting or financial matters we will not be liable to you for any loss you sustain as a result of our advice (or lack thereof) or any associated direct or indirect losses
- If others are also responsible for your loss, our liability is limited to that proportion of the loss which is found to be fairly and reasonably due to our fault, whether or not you are able to recover the rest from others. We shall not be liable to pay you the proportion which is due to the fault of another party
- These limits on our liability shall apply to all current and any future work unless we agree different terms with you in writing

- We shall not be liable for any loss arising from or connected with our compliance with any statutory obligation which we may have, or reasonably believe we may have, to report to relevant authorities under the provisions of the money laundering and related legislation, relevant authorities under the provisions of the money laundering and related legislation

We believe the limitations on our liability set out in this section are reasonable having regard to our assessment of:

- The amount of any likely liability to you if we make a mistake
- The availability and cost of professional indemnity insurance, and
- Possible changes in the future availability and cost of insurance

But we are happy to discuss these limits with you. If you consider them insufficient for your purposes, we will consider whether we can provide a higher limit at extra cost.

If you think we have made a mistake we have no liability for any breach of our duties to you unless you let us know in writing about the mistake within 24 months of becoming aware of it, and start any legal proceedings about it within 6 months of giving us that written notice. These limits apply to the extent that they are permitted by law. We cannot, for example, avoid full liability if our mistake causes death or personal injury. If any part of this section of our terms which seeks to limit liability is found by a Court to be void or ineffective on the grounds that it is unreasonable or does not accord with any professional obligation, the remaining provisions will continue to be effective.

Wills, Probate and Trusts

In Wills matters, if you do not furnish us with information within a reasonable time period and/or fail to approve the draft documents, we will not be liable thereafter to you or your Estate or any disappointed beneficiaries.

We shall not be liable for any loss arising from or connected with our compliance with any statutory obligations we may have, or reasonably believe we may have, to report matters to the relevant authorities under the provisions of the money laundering and related legislation.

We shall not be liable for any loss arising from Wills that we prepare but which are executed abroad if these subsequently on death are not accepted for Probate and/or are held to be invalidly executed.

In Probate and Trusts matters, we shall not be liable for any loss relating to any HMRC investigation. If HMRC levy a fine against us for any reason then we will look to recover that fine from you if the figures submitted to them had been approved and/or supplied by you. By agreeing to these terms and conditions, you agree to indemnify us in respect of any fines/penalties.

We shall not be liable for any loss for preparing Wills to cover assets in foreign jurisdictions but which later are not accepted in those jurisdictions. We will always advise that you should speak to a lawyer in the foreign jurisdiction to ensure that the Will(s) are acceptable to cover those assets and to take local succession laws into consideration. The onus is on you to obtain this advice.

11. Severability

If any provision of these arrangements is held to be invalid, illegal or unenforceable (in whole or in part) such provision will to that extent be deemed not to form part of these arrangements and the remainder of these arrangements will continue in full force and effect.

12. Duties owed by Decimus Fearon LLP

Our relationship is with you, and we owe a duty of care only to you. No other person may rely on our advice or on these terms without our prior written agreement.

13. Confidentiality

If you are involved in Court proceedings, it is important to note that members of the public (including the press) are able to obtain copies of judgments, orders and documents you file at Court, including documents containing confidential information. During Court proceedings you will also usually be obliged to provide your opponent(s), and the Court, documents, emails, reports, letters, etc., including confidential documents, which might as a result enter the public arena.

Save for the above and as regards any money laundering disclosures (see paragraph 14 below) which may be required, we shall not disclose to any other person, other than our partners, employees, consultants, agents and sub-contractors, any information which is confidential to you which we obtain or advice that we give as a result of acting for you, except as may be required in order to carry out your instructions in the ordinary course of acting for you or to comply with any overriding legal, regulatory or professional obligations we may have from time to time.

14. Money Laundering

In order to comply with the requirements of the Proceeds of Crime Act in 2002 and the Money Laundering Regulations 2007 (as amended from time to time) it will be necessary for you to produce appropriate evidence to satisfy us as to your identity and that of your organisation. We shall also need to be satisfied as to the constitution of any relevant company and, if we are acting for nominees or trustees, we shall require appropriate evidence as to the identity of those person who control the company or trust or who are the principal beneficiaries of the same. If we do not have a face-to-face meeting with you, and in certain other circumstances, we will need to carry out enhanced due diligence involving further checks. If we ask you to provide us with such evidence and you refuse or the evidence is not satisfactory then we must terminate our relationship with you.

There may be circumstances where we are required to act in accordance with obligations or directions arising or given under the various powers exercisable by the relevant authorities under the Terrorism Act 2000, the Anti-Terrorism, Crime and Security Act 2002, the Money Laundering Regulations 2007, the Law Society Anti-Money Laundering Practice Note and/or any Act or Regulation that replaces or supplements them, irrespective of your instructions to us.

We are obliged to keep our records for 5 years from the date of the last transaction to which they relate. If, within this time, you wish to have your file or papers we must take and keep copies.

In accordance with Solicitors Regulation Authority guidelines it is our policy not to accept cash into our client account.

Solicitors are under a professional and legal obligation to keep the affairs of clients confidential. This obligation is subject to a statutory exception: legislation on money laundering and terrorist financing has placed solicitors under a legal duty in certain circumstances to disclose information to the National Crime Agency. Where a solicitor knows or suspects that a transaction on behalf of a client involved money laundering, the solicitor may be required to make a money laundering disclosure.

If it becomes necessary to make a money laundering disclosure, we may not be able to inform you that a disclosure has been made or of the reasons for it. Where the law permits us to do so, we will tell you about any potential money laundering problems and explain what action we may need to take.

We specifically exclude all and any liability to you for any loss, damage, expense or liability, consequential or otherwise, and howsoever caused, arising from any provision of information regarding identity checks to third parties who are subject to the

relevant regulations and involved in a transaction or otherwise pursuant to compliance with our obligations as set out in this paragraph.

The exclusion of liability set out above in each case does not exclude liability for personal injury or death.

15. Conflict of Interest

If we become aware of a conflict of interest which prevents us from continuing to act for you, we will inform you immediately and we will assist you in finding new legal advisers and will attempt to provide an effective transfer of the relevant matter to your new legal advisers.

You agree to pay our fees, disbursements and expenses to the date of any such transfer in accordance with these terms of business.

16. Data Protection

We are committed to respecting all our clients' privacy.

Information we may process

As a client, we will ask you to provide certain information about yourself (or individuals employed or engaged by you) including name, title, postal address, telephone number and/or email address. We will also need information about your matter and circumstances as well as contact information for you and other parties to the matter. The information that we need will be explained to you by our lawyers and/or set out in our Engagement Letter but may include both personal data and special categories of data (see further below).

We may also receive information about you (or individuals employed or engaged by you) from third parties such as estate agents, accountants, banks, surveyors, medical professionals, courts, regulatory bodies and other advisors and specialists related to your matter. You may also provide us with additional information that you consider relevant as part of your instruction.

How do we use such information?

We will use your information for the specific purpose(s) for which it has been provided to or collected by us e.g. to:

- Provide information that you may request regarding the services that we offer
- Contact you to introduce you to our expert lawyers
- Provide you with legal services including referring you to other specialist advisers both in the UK and overseas
- Comply with our statutory and regulatory requirements
- Verify your identity and check any relevant background circumstances for anti-money laundering and 'know your client' purposes
- Deal with your feedback, query or complaint, or
- Contact you for your views on our services, and also to administer, support, improve and develop our business generally and enforce our legal rights

We may also use the information that we collect about you for marketing and hospitality purposes e.g. to:

- Provide communications about us and other services we provide that may be of interest to you
- Provide you with updates on relevant areas of law and practice
- Contact you about other activities and events that we may undertake
- Invite you for a meal or drinks or other hospitality event

We must have a lawful basis for processing your information; this will vary on the circumstances of how and why we have your information but typical examples include:

- The activities are within our legitimate interests as a law firm seeking to engage with and provide services to prospective

and current clients and personnel e.g. to make our systems and procedures more efficient

- You have given consent for us to process your information, e.g. in relation to certain marketing activities
- We are carrying out necessary steps in relation to our retainer with you to provide legal services for you
- The processing is necessary for compliance with a legal obligation to which we are subject e.g. for us to certify your identity under our anti-money laundering requirements including carrying out electronic ID checks, or
- To protect your vital interests e.g. if you were unfortunate enough to fall ill or suffer an injury on our premises

If we process any special categories of information i.e. information revealing racial or ethnic origin, political opinions, religious or philosophical beliefs or trade union membership, genetic data, processing of biometric data for the purpose of uniquely identifying individuals, health data, or data concerning your sex life or sexual orientation, we must have a further lawful basis for the processing. This may include:

- Where you have given us your explicit consent to do so e.g. to cater for your medical or dietary needs at an event
- Where the processing is necessary to protect your vital interests or someone else's vital interests
- You have made the information public
- The processing being necessary for the establishment, exercise or defence of legal claims
- The processing being necessary for reasons of substantial public interest, e.g. to undertake activities in relation to the prevention or detection of fraud or other unlawful or dishonest activities.

If we process any information relating to your criminal convictions or offences, we will typically rely on one of the following lawful bases:

- Preventing or detecting unlawful acts
- Complying with our regulatory requirements in relation to unlawful acts or dishonesty
- Dealing with suspicions of terrorist financing or money laundering, or
- Where it is necessary for us to obtain legal advice or establish, exercise or defend legal rights

Marketing

As a client, we may use your personal information to invite you to hospitality events or other selected events for clients and/or to send you information that we think may be of interest to you or your business. It is within our legitimate interests as a law firm to use your information in this way.

If you change your mind about being contacted by us in the future, or change address, or if any information that we hold about you is inaccurate or out-of-date, please let us know by emailing:

enquiries@decimusfearon.com

Disclosure of your information

Some of the information you provide to us will be held on our computers and will only be accessed by or given to our staff.

We may also transfer your information to other organisations or professional advisers with whom we are working on your matter or to whom we are referring you for additional or separate advice.

We may also be obliged to disclose data under certain laws or by order of Court or other competent regulatory body or may be permitted to disclose it under applicable data protection laws.

We will take all steps reasonably necessary to ensure that your data is treated securely and in accordance with these terms of business.

Protection of your information

We have in place administrative, technical and physical measures internally designed to guard against and minimise the risk of loss, misuse or unauthorised processing or disclosure of the personal information that we hold.

We keep your personal information no longer than is necessary for the purpose for which it was collected. Information on our destruction dates policy is set out in paragraph 4 above.

Your rights

You (or individuals employed or engaged by you) have certain rights in relation to your personal information, although those rights will not apply in all cases or to all information that we hold about you. For example, we may need to continue to hold and process information to establish, exercise or defend our legal rights. We will tell you if this is the case when you contact us.

You have the right to request that we:

- Provide you with a copy of your personal information that we hold
- Update your personal information where it is out-of-date or incorrect
- Delete personal information that we hold
- Restrict the way in which we process your information, and/or
- Consider any valid objections to our processing of your personal information

We will respond to your request (including providing information on whether the rights apply in the particular circumstances) within the applicable statutory time period. If we are not sure of your identity, we may require you to provide further information in order for us to confirm who you are. If you are requesting information about a third party, we will not be able to provide this to you unless we have received signed written consent from the individual about whom you are requesting information and we are satisfied that such consent is valid.

Changes

We may make changes to our processing of personal data from time to time as our business and internal practices and/or applicable laws change. We will not make any use of your personal information that is inconsistent with the original purpose(s) for which it was collected or obtained (if we intend to do so, we will notify you in advance wherever possible) or otherwise than is permitted by applicable law.

How to contact us

If you would like to get in touch to discuss how we use your personal information, to exercise your rights or to provide feedback or make a complaint about use of your information, please contact us as follows:

David Briggs Risk and Compliance Partner email
dhb@decimusfearon.com

You can also contact the Information Commissioner's Office via <https://ico.org.uk/> for information, advice or to make a complaint.

17. Applicable Law

Our relationship with you will be governed by English Law and will be subject to the exclusive jurisdiction of the English Courts, subject to our sole right to institute proceedings in any other Court of competent jurisdiction.

18. Priority

If there is any conflict between these Terms of Business and the Engagement Letter, the provisions of the Engagement Letter shall prevail.

19. Agreement

Unless otherwise agreed, these Terms of Business apply to any future instructions you give us. Your continuing instructions in this matter will amount to your acceptance of these Terms of Business.