

Client Care Pack

This Client Care Pack contains the following important documents, which should be retained for future reference:

- p.2 Cyber Security Notice
- p.3-8 Terms of Engagement
- p.9-10 Acceptance of Terms Form
- p.11-15 Privacy Policy
- p.16-17 Client Services Document

Should you have any queries regarding the contents of this Client Care Pack, please contact clientservices@dtmlegal.com

PLEASE KEEP THIS DOCUMENT SAFE

Cyber Security Notice

Online crime (“cybercrime”) is now the most common crime in the UK.

Cyber criminals use sophisticated methods to monitor, intercept (“hack”), and alter e-mails passing between innocent parties. This can include:

- Altering banking information on otherwise genuine e-mails, so that payments are diverted away from their intended destination;
- Diverting and manipulating a whole e-mail correspondence trail by using similar e-mails addresses; or,
- Asking for information that is not normally disclosed, such as your PIN number.

In an effort to minimise cybercrime we have a double check process for sending and receiving bank account details.

Sending Our Bank Account Details

Please retain this notice as partial proof of our account details. We confirm:

Bank:	Handelsbanken Chester	
Sort Code:	40 51 62	
Office Account ends:	****7000	for payment of invoices only
Client Account ends:	****7001	for all other payments including search fees, third-party costs and on account of work not yet invoiced

When we ask you to make payment, check the account number matches one of those above. You will also need to use the sort code provided above.

Once you have been provided with our bank details, we are very unlikely to change them during a transaction. If you get an e-mail showing different account details to those above, do not make payment. Please telephone us using the contact methods noted below.

Receiving Your Bank Account Details

If we need to send a payment to you, we will ask you to confirm the details to us twice over, one such confirmation being by telephone.

We will never ask you to provide your PIN number, or the CVV security code from any bank or credit card.

Contacting Us

To verify bank details, please telephone our office using the phone number provided on your Solicitor’s business card, letters we have posted to you, or the Law Society’s “Find A Solicitor” website. Do not rely on any phone number provided within the e-mail because this may also have been changed.

If you have any queries or concerns about this policy, please contact the Solicitor dealing with your file, or e-mail compliance@dtmlegal.com

More information on cybercrime can be found at: www.actionfraud.police.uk

DTM LEGAL LLP
TERMS OF ENGAGEMENT

AHD.DTM6.53.DTM Legal LLP - Miscellaneous Staff Matters

- **Introduction**

These terms and our letter of engagement (“Client Care Letter”) (as amended by any subsequent correspondence) form the contract between us relating to each matter on which we advise you (“Contract”) and may not be varied unless agreed in writing and signed by a Partner. These terms, including the limits on our liability in clause 14, shall apply to work done by us for you including any future work unless we agree different terms with you in writing.

Although your continuing instructions in this matter will amount to your acceptance of these Terms, **we ask that you sign, date, and return the Acceptance of Terms Form contained within this pack.** Your continuing instructions will amount to your acceptance of these terms and the Engagement Letter.

- **About Us**

Where we say “we”, “us” or “our” in these Terms we mean DTM Legal LLP. The term “Partner” refers to a member of the LLP. A list of Partners can be inspected at our registered office: Archway House, Station Road, Chester, CH1 3DR.

We are a limited liability partnership (“LLP”) registered in England & Wales (Company Number: OC37772).

We are authorised and regulated by the Solicitors Regulation Authority (SRA). The SRA is the independent regulatory body of the Law Society of England and Wales, our professional body. Our Firm’s SRA authorisation number is 492779.

We are registered for VAT purposes, and our VAT number is 936992467.

We are not authorised by the Financial Conduct Authority (“FCA”). However, we are included on the register maintained by the FCA so that we can carry on insurance distribution activity, which is broadly the advising on, selling and administration of insurance contracts. This part of our business, including arrangements for complaints or redress if something goes wrong, is regulated by the Solicitors’ Regulation Authority. The register can be accessed via the FCA Website at www.fsa.gov.uk/register.

- **About You**

Where we say “you” or “your” in these Terms, we mean the client identified in the Client Care Letter and anyone authorised to give instructions on the client’s behalf. If the client changes, e.g. work is to be done in a sub-company name, you must notify us of this, and we must acknowledge the change in writing to you.

- **Identification & Due Diligence Requirements**

We are required by law to obtain, verify, and keep documentary evidence of the identity of all our clients (and sometimes related parties) and to understand their financial status and normal business affairs.

In the case of individuals (including as Officers of a company), we usually need to see the original and keep:

- a photocopy of a passport, driving licence photocard, national identity card or similar document as evidence of your identity; and
- a bank statement or utility bill (no more than 3 months old) or council tax bill (for the current year) or similar type of document as additional evidence of your address.

For corporate entities, we will carry out a company search. We will usually also require individual ID for key individuals.

We may undertake electronic identity, source of funds and bank account verification checks as part of our due diligence process. We will only use UK companies who are compliant with current data legislation, such as SmartSearch and ThirdFort. Any paid search will appear on your invoice as an expense. Source of funds check are £21.00+VAT per check, bank verification is £5.00+VAT per account. Identity checks start at £28.55+VAT for a UK individual, and £2.95+VAT for a UK incorporated company. Pricing for overseas individuals and companies varies by type/location.

You may be required to provide further information including evidence of the source of funds to be used in a matter or transaction and we may refuse to proceed if the source and legitimacy of the funds cannot be demonstrated to our satisfaction.

If we receive money from a third party, we may have to conduct identify checks upon that party. This may delay matters and result in additional charges for any necessary checks.

In order to fulfil our contractual obligations to you, we may be asked, in some transactional matters, to provide the other party’s legal representatives with your ID documents as part of their due diligence process.

If there are discrepancies concerning the ownership of a company, we may be required to report this to Companies House. Also, in certain circumstances we are obliged under anti money laundering and terrorist legislation to make a report to the National Crime Agency ("NCA") where we are suspicious that any matter or transaction in which we are instructed involves the proceeds of criminal conduct. We may be prohibited by law from informing you or anyone else when such reports have been made or the reasons for it, and it is possible that we may not be allowed to proceed with the transaction or matter concerned until given permission to do so. Our obligations under this legislation override any inconsistent provisions in these terms or our Client Care Letter which shall be deemed modified accordingly.

By instructing us you accept that we shall not be liable for any loss you may suffer if we are unable to progress your matter following our ID/due diligence checks, including where we have made a report in accordance with our Legal or Regulatory requirements, or, have ceased work whilst we await authority to proceed.

- **Fees and Expenses**

Our charges are based on several factors including the size, value, complexity and novelty of the matter and the speed of response and any specialist knowledge required. Unless otherwise agreed with you we will charge you for the time spent dealing with the matter and such time will be charged at an hourly rate based on the experience and seniority of the person dealing with the matter and, if applicable, the need to work outside normal working hours. The rates applicable to your matter are set out in the Engagement Letter. Our rates are generally reviewed on 1st January and we will notify you in writing of any increase. We will add VAT to our charges at the rate that applies when the work is done.

Time spent on your matter includes meetings with you and others, travelling, waiting, researching, and considering, preparing and working on papers and making file notes. Short correspondence we write or receive and short telephone calls we make or receive will be charged as "units" of one tenth of an hour. Longer correspondence and calls will be charged on a "time spent" basis to the next whole "unit." Our charges for CHAPS transfers are £30 + VAT, and for all other electronic payments, no more than £10 + VAT per transfer.

We will give you estimates of our likely charges and expenses as the matter progresses and at least once every 6 months. We will also inform you if any unforeseen extra work becomes necessary – for example, due to unexpected complexities or difficulties, or if your requirements or the circumstances of the matter change significantly during the matter - and will provide a written estimate of the additional costs prior to embarking on the work.

Expenses, including Land Registry and Companies House fees, search fees, stamp duty (and similar taxes), court, experts', agents', couriers' and barristers' fees, travel expenses and subsistence are charged in addition. We may also include charges for document production, use of online services, international telephone calls and faxes. VAT is payable on certain expenses.

We will discuss with you how you are to pay for our charges and expenses and may ask you to pay money on account on first instruction or from time to time during a matter. These amounts will be shown as paid on your final bill. You will not be credited with any interest which accrues on such monies. If a payment on account is not made when requested, we reserve the right to cease all work on your matters.

If your matter does not proceed to completion, or we are prevented by professional or other reasons from continuing to act, we will charge you for any work done and expenses incurred on the hourly basis set out in the Engagement Letter (but not exceeding any agreed fixed fee).

- **Bills**

Bills may be provided to you by email, post or in person at a meeting. If you prefer a specific method of delivery, you are required to notify us of this, otherwise any method of delivery is deemed accepted by you.

We reserve the right to deliver interim statute bills while the work is in progress as we feel that this will assist you in budgeting for the overall cost of the matter in question.

Our bills are payable within 28 days and we are sure that you will understand that in the event of a payment for expenses not being made when requested, or an interim bill not being paid, then we must reserve the right to cease work on all your matters and decline to carry out any further work on your behalf. We will in any event, send you a bill for our charges and expenses when the work is substantially completed. Bills delivered periodically will be final bills for the period to which they relate but (without prejudice to the final nature of our bills) we may invoice expenses for that period on a subsequent bill.

Where we hold money for you, on account or otherwise, we may use this money toward payment of our bills. We will always advise you when this is being done. If we take any security for our fees, whether from you or any third party, this shall not affect any rights to retain your papers which we have or to which we may become entitled.

It is your responsibility to tell us if you have any form of insurance cover such as legal expenses insurance or if there is a third party who may pay your fees and/or expenses. It is important that you understand that you will be responsible for paying our bill(s) and, even if a third party agrees or is ordered to pay all or part of your costs, you will remain responsible to us for payment until those costs have been paid and will have to pay us in the event that the third party fails to.

If a third party is to make payment for you, we must approve this in advance.

If your account remains unpaid after 28 days then, in the absence of any contrary agreement we may either (if you are a business) charge you interest on the unpaid element under the Late Payment of Commercial Debts (Interest) Act 1998 on a daily basis from the date of the bill until payment whether before or after judgement or (if you are a private individual) charge you interest on the unpaid element at a rate of 8% per annum on a daily basis from the date of the bill until payment whether before or after judgement. You will be responsible for all costs and expenses that we incur, on an indemnity basis, as a result of us having to take action against you for any bills that remain unpaid after 28 days.

If any element of a bill is queried, that part of the bill which has not been queried should be paid in any event.

You will be liable to indemnify us for any costs we may incur where a cheque or money transfer submitted by you or on your behalf is not honoured.

You are entitled to apply for your bill to be assessed under Part III of the Solicitors Act 1974.

- **Costs and Expenses in Litigation Matters**

Even if you are successful the other party may not be ordered to pay all your charges and expenses or these may not be recovered in full. If this happens you will be responsible for paying the balance of our charges and expenses. If the other party is legally aided, you may not get back any of your charges and expenses, even if you win the case. You will also be responsible for paying the charges and expenses of seeking to recover any charges and expenses that the court orders the other party to pay.

If you are successful and the court orders the other party to pay some or all your charges and expenses, interest can be claimed on them from the other party from the date of the Order. We will account to you for such interest to the extent that you have paid our charges or expenses on account, but we are entitled to the rest of that interest.

In addition to paying our charges and expenses, in some circumstances, the court may order you to pay the other party's legal charges and expenses; for example, if you lose the case. We will discuss with you whether our charges and expenses and your liability for another party's charges and expenses may be covered by insurance, and, if not, whether it would be advisable for you to have insurance to meet the other party's charges and expenses.

In Employment Tribunal claims costs are awarded only in exceptional circumstances and rarely is an award made for all of a party's costs and expenses.

- **Cash**

The Firm's general policy is not to accept significant amounts of cash from clients. If you try to avoid this policy by depositing cash directly with our bank, we may charge you for any additional checks we decide are necessary to prove the source of the funds.

Where we send money to you, it will be by cheque or bank transfer. It will not be paid in cash or to a third party.

- **Interest**

If we hold monies on your behalf, we must pay you a rate of interest on those monies which is reasonable both to you and to our firm. We will therefore pay to you the same rate of interest on such monies as we receive from our bank, Svenska Handelsbanken. However, because all client monies we hold must be readily available the rate of interest we receive and pass on to you will invariably be less than you would be able to arrange personally direct with a bank.

When your money is held on our general client account any interest paid to you is paid without any deduction for income tax (unless you are resident overseas – see below). As such it is your responsibility to inform HM Revenue and Customs of amounts of interest received from us.

Under the European Savings Directive Regulations 2003/48/EC we are required to inform HM Revenue and Customs of payment of interest to relevant payees and residual entities in prescribed territories. Where you reside outside the UK and EC, we are required to deduct income tax at the current basic rate and account for this interest to HM Revenue and Customs directly and pay you the net amount.

Interest will be calculated from the time your funds become cleared for interest purposes, on cheques or banker's drafts this will be 5 working days after the cheque or draft has been deposited with our bank. For direct transfers or same day payments the funds become cleared on the day after receipt. Interest will be calculated on a daily basis and calculated on amounts held overnight from the day the funds become cleared for interest purposes. Due to the administrative costs of dealing with interest we will not account to you for any interest that accrues where the amount calculated for the period that cleared funds are held is less than £50.00. Interest will be calculated at the end of the matter upon which we are acting for you and will be credited to you at that time. It will be your responsibility to ensure that arrangements are in place for you to receive the monies we hold for you at the end of the matter.

- **Banking and Related Matters**

We bank with Handelsbanken, which is regulated by the Financial Conduct Authority ("FCA").

If you receive communication purporting to be from us, that claims we have changed our bank account, please contact us immediately. Please see the Cyber Security Notice for more information.

We are not responsible for any losses you suffer as a result of any bank being unable to repay depositors in full. You may, however, be protected by the Financial Services Compensation Scheme ("FSCS"), which may pay up to £85,000 compensation per client in the event of a bank's inability to meet claims against it.

Payments made to our Client Account are considered "pooled accounts" by the Joint Money Laundering Steering Group, and on occasion, our bank may ask us to provide them with your ID documents. Payment to our Client Account is taken as your acceptance that we can disclose your information to our bank.

- **Copyright**

Unless we agree otherwise, all copyright subsisting in the documents and other materials that we create whilst carrying out work for you will remain the property of DTM LEGAL LLP. You will have the right to use such documents and materials for the purposes for which they are created and agree not to make them available to third parties without our prior written permission. We accept no responsibility to third parties for any aspect of our professional services or work that is made available to them.

- **Storage of Documents and Deeds**

After completing the work, we are entitled to keep "your file" while money is owed to us. "Your file" includes any papers, documents or media (whether stored electronically, on paper, or in another durable medium), over which you hold proprietary rights. One year after delivery of the final invoice, or confirmation that the matter has concluded (whichever is earliest), ownership of your file passes in its entirety to DTM LEGAL LLP. The file may be stored off-site at a secure facility for 6 years (or longer by written agreement) unless you ask for your file to be returned to you. Closed files held beyond this period may be securely destroyed without further reference to you. We will not destroy documents which you ask us to deposit in safe custody, but we will pass on to you, on a cost only basis, the storage charges rendered to us by our external storage company.

We do not normally make a charge for retrieving closed files or Deeds in response to continuing or new instructions for you. However, we will pass on the cost of retrieving papers to simply return them to you or someone of your choice, again on a cost only basis, including reasonable copying and postage costs. If the file is to be sent to a third-party, we require prior signed authority from you. If the file is to be collected by a third party (after your authority has been received by us) they must attend our office with photographic ID, which we will photocopy for our records.

- **Termination**

You may terminate your instructions to us in writing at any time, but we will be entitled to keep all your documents while there is money owing to us (including costs which have not yet been billed).

We may terminate your instructions but only on reasonable notice and for good reason, including where you have not given us sufficient instructions, provided appropriate identification evidence or you have lost confidence in us.

If any account is unpaid for 28 days we may cease acting for you. We may also cease acting for you if you do not pay an amount which we have requested on account of costs within 28 days of a request (or sooner if specified in the request). We are entitled to keep all your documents while money is owing to us.

If we cease acting for you, we shall, where relevant, apply at your expense to remove ourselves from the court or employment tribunal record.

We are not responsible for reminding you about important dates and/or any deadlines post termination.

- **Limitation of Liability**

We believe that the limitations on our liability as set out in this agreement are reasonable having regard to the availability and cost of professional indemnity insurance and possible changes in its availability and costs. We are, however, happy to discuss this limit with you if you consider it insufficient for your purposes and will investigate options for providing further cover which may be at extra cost.

Details of our Professional Indemnity Insurance are available on request.

We will perform our obligations to you with reasonable skill and care and accept liability without limit for the consequences of fraud by DTM Legal LLP or any of its Partners or employees within the course of practice and for any other liability which we are not permitted by law or rules of professional conduct to limit or exclude. If any part of this agreement (including provisions as to amount or time limits) which seeks to exclude, limit or restrict 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 shall continue to be effective. We do not seek to reduce our liability below the minimum prescribed by the Solicitors' Regulation Authority, which is £3 million.

Save as provided above, the total aggregate liability of DTM Legal LLP, its Partners, consultants and employees to you (and where we are instructed jointly by more than one party, all of you collectively and in total and also including anyone claiming through you) arising from or in connection with this agreement (including any addition or variation to the same) shall not exceed £5 million unless otherwise agreed with you in writing.

You agree that you will not bring any claims or proceedings against our individual Partners, consultants or employees. This clause shall not operate so as to exclude any liability which a Partner, consultant, or employee is not permitted by law or rules of professional conduct to limit or exclude. This clause is intended to benefit such Partners and employees who may enforce this clause pursuant to the Contracts (Rights of Third Parties) Act 1999 ("the Act"). Notwithstanding any benefits or rights conferred by this agreement on any third party by virtue of the Act, the parties to this agreement may agree to vary or rescind this agreement without any third party's consent. Other than as expressly provided in these terms, the provisions of the Act are excluded.

If we are liable to you either jointly or jointly and severally with any other party, we shall only be liable to pay you the portion which, due to our fault, is found to be fair and reasonable. We shall not be liable to pay you the portion which is due to the fault of another party (irrespective of any limitation provision which may apply to the liability of such other party); and any sum due from us to you shall be reduced by the proportion for which another party would have been found liable if either you had also brought proceedings or made a claim against them; or we had brought proceedings or made a claim against them under the Civil Liability (Contribution) Act 1978 or any similar enactment under any other relevant jurisdiction.

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 matters to the relevant authorities under the provisions of any anti-money laundering or other legislation which may apply from time to time.

- **Guarantee**

If we undertake work for a limited company we require a director of the company to sign these Terms as guarantor of the company's obligations to us in the following terms.

In consideration of our undertaking work for the Company, the Guarantor hereby unconditionally guarantees to us and our successors, transferees and assigns the due and punctual performance, observance and discharge by the Company of all its obligations and liabilities to DTM LEGAL LLP.

As an independent and primary obligation, without prejudice to the guarantee above, the Guarantor hereby unconditionally and irrevocably agrees to indemnify and keep indemnified DTM Legal LLP against any losses, costs, claims, liabilities, damages, demands and expenses suffered or incurred by DTM Legal LLP arising from failure by the Company to comply with any of its obligations or discharge any of its liabilities to DTM Legal LLP.

This guarantee and indemnity shall be a continuing guarantee and indemnity and shall continue in full force and effect until all liabilities of the Company have been paid, discharged or satisfied in full and notwithstanding any insolvency of the Company or any change in the status of the Company.

The Guarantor shall not be exonerated or discharged nor shall his or her liability be affected by any forbearance, whether as to payment, time, performance or otherwise howsoever or by any other indulgence given to the Company or by any act, thing, omission or means whatsoever which, but for this provision, might operate to exonerate or discharge the Guarantor from this guarantee and indemnity.

- **Raising Queries or Concerns with Us**

We are confident that we will give you a high-quality service in all respects. However, if at any time you would like to discuss with us how our service to you could be improved or if you are dissatisfied with the service you are receiving, please contact the partner responsible for the matter. If you are still dissatisfied, please contact our Client Care Partner, Alison Brennan, who will investigate in accordance with our Complaints Handling Policy enclosed with these Terms of Engagement.

- **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.

- **General**

Excluding public holidays our offices are usually open from 9am to 5.30pm Monday to Thursday and 9am to 4.30pm on Fridays.

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 English and Welsh courts.

THIS IS AN IMPORTANT DOCUMENT WHICH WE WOULD URGE YOU TO KEEP IN A SAFE PLACE FOR FUTURE REFERENCE

(Reverse of Terms of Engagement)

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DTM LEGAL LLP
ACCEPTANCE OF TERMS

I/We confirm that I/we have read and accept the Terms of Engagement as set out in this Client Care Pack, in respect of matter DTM6-53-DTM Legal LLP - Miscellaneous Staff Matters–Gena Pickering - Misc Non-Chargeable Staff File

Client Signature:	Joint Client Signature:
Print Name:	Print Name:
Date:	Date:

Guarantor Signature (if applicable):	Joint Guarantor Signature (if applicable):
Print Name:	Print Name:
Date:	Date:

(Reverse of Acceptance of Terms)

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DTM LEGAL LLP PRIVACY POLICY

Introduction

DTM Legal respects your privacy and is committed to protecting your personal data. This privacy notice will inform you as to how we look after your personal data tell you about your privacy rights and how the law protects you.

1. Important Information And Who We Are

This privacy notice aims to give you information on the types of data we collect and process about you, what we do with your personal data and why we use your personal data.

DTM Legal LLP is the data controller and responsible for your personal data (collectively referred to as "DTM Legal", "we", "us" or "our" in this privacy notice). Edward Barnes is our Data Protection Partner.

You have the right to make a complaint at any time to the Information Commissioner's Office (ICO), the UK supervisory authority for data protection issues (www.ico.org.uk). We would, however, appreciate the chance to deal with your concerns before you approach the ICO so please contact us in the first instance.

2. Your Personal Data

Personal data, or personal information, means any information about an individual from which that person can be identified. It does not include data where the identity has been removed (anonymous data).

We may collect, use, store and transfer different kinds of personal data about you which we have grouped together follows:

- **Identity Data** includes first name, maiden name, last name, driving licence number, passport number, national insurance number or similar identifier, marital status, title, date of birth and gender.
- **Contact Data** includes address, email address, telephone numbers and job title.
- **Financial Data** includes bank account details.
- **Technical Data** includes internet protocol (IP) address, your login data, browser type and version, time zone setting and location, browser plug-in types and versions, operating system and platform and other technology on the devices you use to access our website.
- **Profile Data** includes your interests, preferences, feedback and survey responses.
- **Usage Data** includes information about how you use our website and services.
- **Marketing and Communications Data** includes your preferences in receiving marketing from us and our third parties and your communication preferences.

In certain circumstances we may collect any **Special Categories of Personal Data** about you (this can include details about your race or ethnicity, religious or philosophical beliefs, sex life, sexual orientation, political opinions, trade union membership, information about your health and genetic and biometric data).

It is important that the personal data we hold about you is accurate and current. Please keep us informed if your personal data changes during your relationship with us.

Third-Party Links

Our website may include links to third-party websites, plug-ins and applications. Clicking on those links or enabling those connections may allow third parties to collect or share data about you. We do not control these third-party websites and are not responsible for their privacy statements. When you leave our website, we encourage you to read the privacy notice of every website you visit.

Internet Cookies

You can set your browser to refuse all or some browser cookies, or to alert you when websites set or access cookies. If you disable or refuse cookies, please note that some parts of our website may become inaccessible or not function properly. For more information about the cookies we use, please see <https://www.dtmlegal.com/cookie-policy/>

3. How We Use Your Personal Data

We will only use your personal data when the law allows us to. Most commonly, we will use your personal data in the following circumstances:

- Where we need to perform the contract we are about to enter into or have entered into with you.
- Where it is necessary for our legitimate interests (or those of a third party) and your interests and fundamental rights do not override those interests.
- Where we need to comply with a legal or regulatory obligation, including the completion of Client Due Diligence and Anti-Money Laundering checks.

Where you have positively opted into receive marketing communications from us, we will rely on consent as a legal basis for processing your personal data. You have the right to withdraw consent to marketing at any time by contacting us.

Purposes For Which We Will Use Your Personal Data

We have set out below, in a table format, a description of all the ways we plan to use your personal data, and which of the legal bases we rely on to do so. We have also identified what our legitimate interests are where appropriate.

Note that we may process your personal data for more than one lawful ground depending on the specific purpose for which we are using your data.

Purpose/Activity	Type of data	Lawful basis for processing including basis of legitimate interest
To register your interest as a new client	(a) Identity (b) Contact	Performance of a contract with you
To deliver our service to you including managing payments	(a) Identity (b) Contact (c) Financial (d) Transaction (e) Marketing and Communications	(a) Performance of a contract with you (b) Necessary for our legitimate interests
To manage our relationship with you which will include: (a) Notifying you about changes to our terms or privacy policy (b) Asking you to leave a review or take a survey	(a) Identity (b) Contact (c) Profile (d) Marketing and Communications	(a) Performance of a contract with you (b) Necessary to comply with a legal obligation (c) Necessary for our legitimate interests (to keep our records updated and to study how clients use our services)
To enable you to partake in a survey or attend social/networking events	(a) Identity (b) Contact (c) Profile (d) Marketing and Communications	(a) Performance of a contract with you (b) Necessary for our legitimate interests (to study how clients use our services, to develop them and grow our business)
To administer and protect our business and this website (including troubleshooting, data analysis, testing, system maintenance, support, reporting and hosting of data)	(a) Identity (b) Contact (c) Technical	(a) Necessary for our legitimate interests (for running our business, provision of administration and IT services, network security, to prevent fraud and in the context of a business reorganisation or group restructuring exercise) (b) Necessary to comply with a legal obligation
To give advice tailored to your needs, as part of our Client Due Diligence process, and to respond to queries after the matter concludes	(a) Identity (b) Contact (c) Financial (d) Transaction (e) Profile	(a) Necessary for our legitimate interests (responding to claims and complaints) (b) Necessary to comply with a legal obligation

To deliver relevant website content to you and measure or understand the effectiveness of the advertising we serve to you	(a) Identity (b) Contact (c) Marketing and Communications (d) Technical	Necessary for our legitimate interests (to study how clients use our services, to develop them, to grow our business and to inform our marketing strategy)
To use data analytics to improve our website, services, marketing, client relationships and experiences	(a) Technical (b) Usage	Necessary for our legitimate interests (to keep our website updated and relevant, to develop our business and to inform our marketing strategy)
To make suggestions and recommendations to you about our services that may be relevant to you, to include: (a) Newsletters; & (b) Invitations to sector specific seminars/workshops	(a) Identity (b) Contact (c) Technical (d) Usage	Necessary for our legitimate interests (to develop our products/services and grow our business) Necessary for the legitimate interests of clients (e.g. providing updates on changes to legislation).

Lawful Basis Glossary

- **Legitimate Interest** means the interest of our business in conducting and managing our business to enable us to give you the best service/product and the best and most secure experience. We make sure 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. 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). You can obtain further information about how we assess our legitimate interests against any potential impact on you in respect of specific activities by contacting us.
- **Performance of contract** means processing your data where it is necessary for the performance of a contract to which you are a party or to take steps at your request before entering into such a contract.
- **Comply with a legal or regulatory obligation** means processing your personal data where it is necessary for compliance with a legal or regulatory obligation that we are subject to.

Marketing

We may use your Identity, Contact, Technical, Usage and Profile Data to form a view on what we think you may want or need, or what may be of interest to you. This is how we decide which services and offers may be relevant for you (we call this marketing).

Opting Out

You can ask us to stop sending you marketing messages at any time by following unsubscribe links as applicable or by notifying marketing@dtmlegal.com.

Change Of Purpose

We will only use your personal data for the purposes for which we collected it, unless we reasonably consider that we need to use it for another reason and that reason is compatible with the original purpose.

If we need to use your personal data for an unrelated purpose, we will notify you and we will explain the legal basis which allows us to do so.

Please note that we may process your personal data without your knowledge or consent, in compliance with the above rules, where this is required or permitted by law.

4. Disclosures Of Your Personal Data

In certain circumstances, we may be legally required to share certain data held by us, which may include your personal data, for example where we are complying with legal obligations, a court order, or a governmental authority.

In providing streamlined services to our clients and in complying with our legal obligations, we may share your personal data with the following third parties:

- Suppliers and service providers, including IT service providers, system administrators, courier services.
- Search providers including financial organisations, credit reference, fraud prevention, identity verification and tracing agencies.

- Professional advisers, including lawyers, financiers, brokers, estate & property agents, insurers, experts, and medical practitioners.
- HM Revenue & Customs, government agencies, regulators, and other authorities.

We may have to share your personal data with third parties to whom we may choose to sell, transfer, or merge parts of our business or our assets. Alternatively, we may seek to acquire other businesses or merge with them. If a change happens to our business, then the new owners may use your personal data in the same way as set out in this privacy notice.

We require all third parties to respect the security of your personal data and to treat it in accordance with the law. We do not allow our third-party service providers to use your personal data for their own purposes and only permit them to process your personal data for specified purposes and in accordance with our instructions.

5. International Transfers

We do not transfer your personal data outside the European Economic Area (**EEA**) unless your specific matter requires that we do or unless it is necessary due to your geographic location and you have given your prior consent.

If it is necessary for us to transfer your personal data outside of the EEA to the US, we use providers in the US if they are part of the Privacy Shield between the EU and US.

6. Data Security

We have put in place appropriate security measures to prevent your personal data from being accidentally lost, used, or accessed in an unauthorised way, altered or disclosed. In addition, we limit access to your personal data to those employees, agents, contractors and other third parties who have a business need to know. They will only process your personal data on our instructions, and they are subject to a duty of confidentiality.

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

7. Data Retention

How long will you use my personal data for?

We will only retain your personal data for as long as necessary to fulfil the purposes we collected it for, including for the purposes of satisfying any legal, accounting, or reporting requirements.

To determine the appropriate retention period for personal data, we consider the amount, nature, and sensitivity of the personal data, the potential risk of harm from unauthorised use or disclosure of your personal data, the purposes for which we process your personal data and whether we can achieve those purposes through other means, and the applicable legal requirements.

In some circumstances you can ask us to delete your data see below for further information. However, by law we must keep basic information about our clients (including Contact, Identity, Financial and Transaction Data) for six years after they cease being clients for tax purposes.

8. Your Legal Rights

Under certain circumstances, you have rights under data protection laws in relation to your personal data:

- **Request access** to your personal data. This enables you to receive a copy of the personal data we hold about you and to check that we are lawfully processing it.
- **Request correction** of the personal data that we hold about you. This enables you to have any incomplete or inaccurate data we hold about you corrected, though we may need to verify the accuracy of the new data you provide to us.
- **Request erasure** of your personal data. This enables you to ask us to delete or remove personal data where there is no good reason for us continuing to process it. You also have the right to ask us to delete or remove your personal data where you have successfully exercised your right to object to processing (see below), where we may have processed your information unlawfully or where we are required to erase your personal data to comply with local law. Note, however, that we may not always be able to comply with your request of erasure for specific legal reasons which will be notified to you, if applicable, at the time of your request.
- **Object to processing** of your personal data where we are relying on a legitimate interest (or those of a third party) and there is something about your particular situation which makes you want to object to processing on this ground as you feel it impacts on your fundamental rights and freedoms. You also have the right to object where we are processing your personal data for direct marketing purposes. In some cases, we may demonstrate that we have compelling legitimate grounds to process your information which override your rights and freedoms.

- **Request restriction of processing** of your personal data. This enables you to ask us to suspend the processing of your personal data in the following scenarios: (a) if you want us to establish the data's accuracy; (b) where our use of the data is unlawful but you do not want us to erase it; (c) where you need us to hold the data even if we no longer require it as you need it to establish, exercise or defend legal claims; or (d) you have objected to our use of your data but we need to verify whether we have overriding legitimate grounds to use it.
- **Request the transfer** of your personal data to you or to a third party. We will provide to you, or a third party you have chosen, your personal data in a structured, commonly used, machine-readable format. Note that this right only applies to automated information which you initially provided consent for us to use or where we used the information to perform a contract with you.
- **Withdraw consent at any time** where we are relying on consent to process your personal data. However, this will not affect the lawfulness of any processing carried out before you withdraw your consent. If you withdraw your consent, we may not be able to provide certain products or services to you. We will advise you if this is the case at the time you withdraw your consent.

If you wish to exercise any of the rights set out above, please contact us.

No Fee Usually Required

You will not have to pay a fee to access your personal data (or to exercise any of the other rights). However, we may charge a reasonable fee if your request is clearly unfounded, repetitive, or excessive. Alternatively, we may refuse to comply with your request in these circumstances.

What We May Need From You

We may need to request specific information from you to help us confirm your identity and ensure your right to access your personal data (or to exercise any of your other rights). This is a security measure to ensure that personal data is not disclosed to any person who has no right to receive it. We may also contact you to ask you for further information in relation to your request to speed up our response.

Time Limit To Respond

We try to respond to all legitimate requests within one month. Occasionally it may take us longer than a month if your request is particularly complex or you have made a number of requests. In this case, we will notify you and keep you updated.

DTM LEGAL LLP – CLIENT SERVICES

Our aim is to always provide excellent client care, and the feedback from our Clients is that most of the time, we succeed.

However, sometimes we do get things wrong. When this happens, we want to know, so that we can put matters right. If you are unhappy with any aspect of our service, we ask that you contact us to discuss your concerns.

WHO CAN COMPLAIN ABOUT OUR SERVICE?

We are only able to accept service complaints from;

- 🔗 Clients;
- 🔗 Prospective Clients; or
- 🔗 Beneficiaries of an Estate, where the complaint relates to work done for the Estate.

If you are entitled to raise a complaint, you may authorise someone to deal with the complaint on your behalf.

Generally, we will only consider a complaint if it relates to work we have done for you, or refused to do for you, within the previous six years.

HOW TO RAISE A CONCERN

You can raise your concerns by phone, e-mail, post, or face to face.

Initially we recommend that you speak to the person with conduct of your matter. We expect all staff to deal with your concerns promptly, professionally, and sympathetically.

However, you may not wish to do this if you feel:

- 🔗 the client/lawyer relationship has broken down;
- 🔗 the matter is particularly serious; or
- 🔗 you would be uncomfortable talking to that person.

In such instances, you are welcome to contact a member of our Client Services Team by e-mailing clientservices@dtmlegal.com or phoning 01244 354800. The Client Services Team operates independently of all legal teams, and is supervised by Alison Brennan, our Client Services Partner.

RESPONDING TO YOUR CONCERNS

We will respond to your concerns using the most suitable method of communication, based on a number of factors including your needs, the seriousness and urgency of the matter, and the degree to which we need to obtain further information from you. If your complaint is of a detailed or serious nature, we may ask that you put this in writing to us. Such a request will never be made to deter you from raising an issue.

We will seek to resolve the issues as promptly as possible. Immediate and informal resolution will be appropriate in most instances. However, our formal complaints process will be used where necessary, for example, if there is a need to conduct a full investigation.

In order to help us decide if a formal complaint needs to be conducted, we may suggest a Client Services call with you, so that we can gather information and ask you what action you would like us to take. This Client Services call may be conducted by the person dealing with your file, or with a member of the Client Services Team.

FORMAL COMPLAINT RESOLUTION

If your concerns are to be addressed under our formal complaints policy, we will:

- 🔗 Acknowledge your complaint within 3 working days;
- 🔗 Refer to the matter to our Client Services Team, who may arrange a Client Services call with you, or otherwise contact you for more information;
- 🔗 Assign the matter to the Complaints Partner, or another impartial Partner as appropriate; &

- ☉ Upon receipt of all necessary information, respond to your complaint within 15 working days.

Our response will explain our findings, and if there has been a finding of fault, outline what remedial steps we are able to take.

UNSATISFACTORY RESOLUTION

If we have tried to resolve a matter informally and you are not happy with the outcome, you may raise the issue as a formal complaint. In such circumstances, we will follow the above procedure for Formal Complaint Resolution.

If you are unhappy with the outcome of the Formal Complaints Resolution process, you may be able to contact the Legal Ombudsman (“LeO”), the Solicitors Regulation Authority (“SRA”) or an Alternative Dispute Resolution (“ADR”) mediator.

LeO are an independent body who handles service complaints and who can be contacted by the following methods: email - enquiries@legalombudsman.org.uk, post – PO Box 6167, Slough, SL1 0EH, phone – 0300 555 0333, or website – www.legalombudsman.org.uk. In such instances, our response letter will serve as our “Final Letter.”

Generally, you should refer your complaint to LeO:

- ☉ within 6 months of receiving our “Final Letter”;
- and
- ☉ no more than one year from the date of the act or omission; or
- ☉ no more than one year after you should have known there was a cause for complaint.

The SRA deal with conduct issues. In the unlikely event you have a conduct concern, you can contact the SRA through their website – www.sra.org.uk.

We are willing to enter into an ADR process with ProMediate - www.promediate.co.uk, subject to your agreement.

NON-SERVICE-RELATED ISSUES

For issues relating to negligence or misconduct, please contact compliance@dtmlegal.com

DIGNITY AT WORK

We will not tolerate derogatory or threatening behaviour directed towards our staff. Such behaviour will be referred to our Compliance Team. Staff have the authority to: terminate abusive calls; to refuse in-person meetings or ask for a third party to also attend; or ultimately, to cease acting in a matter.

Last reviewed – Aug 23 - GP