

N.C. Morris & Co. LLP
SRA ID: 559651
Standard Terms and Conditions of Business
This document sets out the terms of the contract between us.
Please read it carefully

Charges and expenses

1. Our fees

- 1.1 Our charges are normally based on the time we spend dealing with each matter. In certain cases where we have agreed a fixed fee this will be charged upon completion of the transaction or upon completion of the relevant stage of the transaction. Time spent on the matter will include meeting with you and others; time spent travelling; considering, preparing and working on papers; correspondence; and making and receiving telephone calls.

Each lawyer has a basic hourly rate, based on seniority and experience, at which he or she is charged out. The current hourly rates (exclusive of VAT) for lawyers of different seniority are as follows:

- Partner £440-480
- Solicitor £280-330

- 1.2 Although most charges will be time-related, in assessing a fair and reasonable fee it is not always appropriate to ignore other factors such as the value to you of work done and advice given. In assessing this, the following matters may be taken into account:

- the complexity of the matter and the number and nature of documents involved;
- the difficulty of the matter and any special skills or knowledge involved;
- the value involved;
- where the matter is transacted;
- the importance to you, including urgency.

Where one or more of these factors apply, we reserve the right to adjust the above charging rates. At all times, it is our intention to charge a fee which is both fair and reasonable to you and to ourselves.

- 1.3 Our hourly rates are reviewed at the end of each calendar year with any changes brought into effect from January each year. We will inform you of any changes. We reserve the right to review our charges at any other time during the financial year.

2. Expenses

- 2.1 In addition to our fees, we will charge you for payment made on your behalf (disbursements) we incur on your behalf. Unless they are unusual, they will be

charged to you without the need for prior authority. Unless there is a particular urgency, you will normally be consulted before we instruct counsel, experts or any other professional person on your behalf. Disbursements include but are not limited to counsel's and expert's fees, travelling expenses, delivery and courier charges, company searches and land registry fees, search fee, stamp duty and Court fees.

2.2 Postal and telephone costs, copying and secretarial services are normally included within our general fees.

3. VAT

We will add VAT to our charges where legally required to do so at the prevailing rate that applies when the work is done. At present VAT is 20%. The supply of our services to overseas clients (other than in relation to UK property) may however be VAT zero rated.

4. Billing arrangements

4.1 Unless otherwise agreed, we will send you interim bills for your charges and expenses at agreed intervals. We will send you a final bill after completion of the work.

4.2 We are entitled to charge interest on the outstanding amount of our invoice if it is not paid within one month of presentation in accordance with Article 5 of the Solicitors (Non-Contentious Business) Remuneration Order 2009. Where we hold monies on client account on your behalf, we reserve the right to deduct from such monies (including interest earned thereon) any costs (including interest) that are properly due and owing to this firm whether or not such costs relate to the current matter or to any other matter upon which you have instructed us and whether or not already billed.

4.3 You have the right to challenge or complain about our bill. Please see the complaints section below for details of how to complain about our bill. The procedure challenging a bill varies depending on whether it relates to a matter involving court proceedings. When we send you a bill we will explain the relevant procedure challenging it.

4.4 We can keep all papers and documents while there is still money owed to us for fees and expenses.

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

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

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

We can keep all your papers and documents while there is still money owed to us for fees and expenses.

5. Payments on account

We may ask you for payment on account of fees and/or disbursements in both contentious and non-contentious matters from time to time and it is a condition of our acceptance of your instructions that you agree to make such payments. It should be clearly understood that the total of our fees and disbursements in the matter may amount to more than the payments on account requested from you. In almost all cases, any monies on account will be paid into an interest-bearing N.C. Morris & Co. LLP client account until used for disbursements or until delivery to you of a bill. If at any time you would like confirmation of the monies remaining on account please let us know. If you do not pay promptly any request for money on account, we reserve the right to decline to act further.

6. Payment of interest

We will pay interest when it is fair and reasonable to do so in all circumstances. A copy of our interest policy is available upon request.

7. Instructions from groups

Where we are instructed by a group comprising two or more persons, any one member of the group who instructs us on its behalf shall be deemed to have full authority so to do and to bind the group, unless we are specifically advised in writing to the contrary. All members of the group shall be jointly and severally liable for our costs and all outgoings.

8. Recovering and paying costs in civil court proceedings

8.1 Recoverability of costs as between parties to litigation is entirely at the discretion of the Court. If the matter proceeds to trial and you are successful, the Court is likely, although not bound, to order that the other side pays your costs, in an amount to be agreed between the parties or assessed by the Court. The Court may make such orders based upon success or failure on individual issues rather than on the case as a whole. In deciding whether to make an award of costs, the Court will consider the conduct of all parties, the success or otherwise of each party and any formal offers to settle of which the Court is aware.

8.2 You should be aware that in civil proceedings the Court may order or encourage the parties to mediate or attempt to resolve their disputes by other non-litigious means, e.g. by mediation. If a settlement does ensue, it is unlikely that litigation costs will be recoverable other than by agreement between the parties.

8.3 An award of costs, whether ordered by the Court or as part of the terms of settlement, does not mean that you will recover the full amount of your costs from an opponent. In our experience, you should anticipate a recovery of approximately 70% of actual costs. You must therefore expect there to be a shortfall between what you recover if you succeed and what you are liable to pay us. It is important that you understand that you are responsible for paying our invoices in full, regardless of any entitlement you may have to recover costs from another party.

8.4 If you are unsuccessful at trial, you will probably be required to pay your opponent's costs. Likewise, you may agree, as part of the settlement, to pay an opponent's costs or to contribute towards them.

8.5 An order for costs is likely to be made by the Court at every hearing before it, whether on an interim application or at the final trial.

8.5.1 Detailed assessment

- (a) For some short and most longer hearings, a detailed assessment of these costs will be ordered. "Assessment" is a formal procedure for determining the precise amount payable in respect of costs, which takes several months to complete. (We will, however, require you to pay the whole of our outstanding fees once we render an invoice and you must therefore be prepared for some delay between your paying our invoice and effecting a recovery from the other side). It may be possible in these circumstances to ask the Court to order the paying party to make an interim payment on account of the costs finally assessed as due.
- (b) If a detailed assessment of your costs is ordered, we will provide the services of a costs draughtsman to prepare all necessary documents and, if necessary, attend the assessment hearing on your behalf. The current hourly rates (exclusive of VAT) for services of costs draughtsman are £150 per hour.

8.5.2 Summary assessment

In respect of hearings which do not last more than one day, the Court also has the power to make a summary assessment of costs. This involves the Court ordering one party to pay a specific sum to the other party in respect of costs instead of having to wait for a detailed assessment. This will be a relatively rough and ready figure (based on short statements of costs filed before the hearing).

8.6 Any order for the payment of costs must be complied with within 14 days failing which the Court has the discretion to strike out the paying party's claim (or defence). We will inform you promptly if a costs order is made against you.

8.7 There is the possibility that at the end of the case, a party ordered to pay your costs may be unable to do so and you will not therefore recover anything. This is a matter which we will review as the case progresses, but it is not always possible to protect against such an outcome. You should also be aware that you will have to pay additional legal fees in order to take enforcement proceedings if that becomes necessary in order to recover costs which are awarded in your favour.

9. Recovering and paying costs in tribunal work

If your case is brought before a tribunal that has no power to award costs, except in exceptional circumstances, you will be unable to recover your costs from the other party even if successful. The same applies to the other party's costs should you lose.

10. Recovering and paying costs in arbitration

10.1 Unless the parties reach an alternative agreement, the arbitrator will have the power to award costs to any party in the proceedings. As with civil proceedings, they can award a party some or all of their costs.

- 10.2 Unless the parties can reach agreement between themselves, the assessment of these costs is dealt with by either the arbitrator or the Courts. The process is as set out in paragraph 7 above. It is important to understand that you are responsible for paying our invoices in full, regardless of any entitlement you may have to recover costs from another party.

11. Receiving and paying funds

Our firm's policy is to only accept cash from clients up to £500. If clients circumvent this policy by depositing cash direct with our bank we reserve the right to charge for any additional checks we deem necessary regarding the source of the funds. Where we have to pay money to you, it will be paid by cheque or bank transfer. It will not be paid in cash to a third party.

12. Property Services

12.1

We specialise in property law and our expertise relating to residential property includes:

- Buying and selling both freehold and leasehold properties.
- Buy-to-let property.
- Property rental.
- New build property.
- Lease extensions and leasehold enfranchisement.
- Transfer of equity and equity release.
- Shared ownership.
- Residential property development.
- Planning law and building regulations.

With regard to commercial property our expertise includes:

- Advice for commercial landlords.
- Advice for business tenants.
- Property development.
- Commercial property conveyancing.

12.2 Timescales for residential property transactions:

Every transaction is different and influenced by a large number of factors so there is no standard transaction. At the outset we will discuss with you what is involved with a particular transaction and try and give you an indication of what is likely to be involved, the matters which need to be dealt with and a realistic timescale bearing in mind the information that you provide; however any transaction will invariably be affected by matters such as:

- Number of parties involved in the chain of transactions.
- Whether finance for a purchase is in place.
- What Local Authority or other searches are appropriate in view of the nature of the transaction, the length of time that the relevant authorities take to provide the results to the searches and also for dealing with issues revealed by the results of the searches.
- Whether a buyer's survey shows up any issues that require further investigations.

- Dealing with the enquiries raised by the buyer..

A typical transaction will take between 8-14 weeks. However, there may well be factors which may increase the time that it will take and additional costs and disbursements may occur. We will discuss this with you as the matter progresses so as to give you a clear picture of how long the transaction is likely to take.

12.3 Key stages for residential property transactions

Although each transaction is different there are normally certain key stages and on a purchase a summary of these would be:

- Receiving your initial instructions and giving advice based on the information provided.
- Discussing the finances required for the buyer to fund the transaction.
- Receiving a draft contract package from the sellers with title documents and other practical information and reviewing these with you.
- Submitting searches to the relevant authorities and investigating the legal title.
- If a leasehold property investigating the Lease and advising you on its terms and conditions.
- Settling the contract and explaining the meaning and effect of the contract and the liabilities being entered into and reporting to you in detail with regard to all relevant factors revealed in the legal title, searches and replies to enquiries in readiness for exchange of contracts.
- Exchanging contracts and paying a deposit from funds provided by you.
- Completing the purchase.
- Submitting the SDLT return and paying any Stamp Duty due.
- Applying for registration of your ownership and any mortgage at the Land Registry.

On a sale, a summary of the main stages involved would be as follows:-

- Receiving your instructions and giving advice based on the information provided.
- Dealing with the property information forms for you to complete and advising you on the contents and your replies.
- Preparing and submitting a draft contract together with legal title documents.
- In the case of a leasehold property obtaining detailed information with regard to service charge and management and supplying the information to the buyer.
- Dealing with enquiries from your buyers and liaising with you to prepare responses.
- Settling the contract.
- If relevant applying for the Licence to Assign from the Landlord.
- Exchanging contracts.
- Completing the sale.
- Repaying any secured mortgages/charges and dealing with the release of charge(s) registered at the Land Registry.

13. Complaints Procedure

Introduction

If you are dissatisfied with the service we have provided that you have the right to complain to us. You can also register a complaint with The Legal Ombudsman service. This has been operational since October 6th, 2010 and is ultimately responsible for ensuring that complaints are dealt with appropriately. However, before you contact the Legal Ombudsman you must first register an official complaint with us. Normally, the Legal Ombudsman expects you to give us 8 weeks to try to resolve the matter. If after 8 weeks you are still dissatisfied you can then involve the Legal Ombudsman. For more information on how the Legal Ombudsman works please visit the Legal Ombudsman website – www.legalombudsman.org.uk.

Timescales

In normal circumstances, you are required to register a complaint within one year. You must then give us 8 weeks to try to resolve your complaint before contacting the Legal Ombudsman. A complaint to the Legal Ombudsman must normally be made within six months of the date of the conclusion of our complaints procedure. In summary:

- You must register your complaint with us within one year.
- The Legal Ombudsman expects you to give us 8 weeks to try to resolve your complaint.
- After this time, you can contact the Legal Ombudsman (but you must do so within 6 months).

Getting Started

To register a formal complaint, please write to us and include all the information suggested by the Legal Ombudsman – their website includes some useful checklists and sample letters.

In addition to the Legal Ombudsman, several other complaints bodies exist which are also able to deal with complaints about legal services – these are: Ombudsman Services, ProMediate, Small Claims Mediation and the European Online Dispute Resolution platform. Information about these alternatives can be found at:

- www.ombudsman-services.org
- www.promediate.co.uk
- ec.europa.eu/consumers/odr/

Solicitors Regulation Authority

The Solicitors Regulation Authority can help you if you are concerned about our behaviour. This could be for things like dishonesty, taking or losing your money or treating you unfairly because of your age, a disability or other characteristic.

You can raise your concerns with the Solicitors Regulation Authority – www.sra.org.uk.

13. Storage of papers and documents

13.1 After completing our work and engagement, we are entitled to keep all your papers and documents where there is money owing to us for our charges and expenses. We will, in any event, keep our file of papers (except for any papers which you ask to

be returned to you) for not less than six years. Unless you instruct us to the contrary, you hereby authorise us to destroy them six years after the date of the final bill that we send you for this matter. We will not destroy any documents which you ask us to deposit in safe custody.

- 13.2 If we retrieve papers or documents from storage in relation to continuing or new instructions to act in connection with your affairs, we may make a charge based on time spent for producing stored papers or documents to you or another at your request. We may also charge for reading, correspondence or other work necessary to comply with your instructions.
- 13.3 We will charge an annual fee for storing original documents in safe custody, e.g. Wills and title deeds. We will notify you of our storage rates at the appropriate time.

14. E-mail

- 14.1 All of the lawyers in this firm have individual e-mail addresses. If you wish, you may correspond with us by e-mail. Your e-mail, once received by us, will be kept confidential by us in the same way as we would keep any correspondence received by other confidential means. You shall treat receipt of an email from you as a request to us to communicate with you by e-mail.
- 14.2 We cannot guarantee that e-mails sent to us or by us will not be viewed or intercepted whilst en route. Nor can we guarantee that e-mails sent to us or apparently sent from us are genuine; the nature of e-mail make this impossible. Further, e-mails may be subject to misrouting, delay or the breakdown of service providers on your or our own equipment. This may result in non-receipt or delayed receipt of the e-mail which may not be apparent to the sender or recipient. If you have any concerns, you should consider avoiding the use of e-mail.
- 14.3 We will charge for time spent on e-mails in the same way as other communications but the Courts may not allow such costs to be recovered from another party.
- 14.4 If you do intend to communicate with us by e-mail, by accepting these Terms and Conditions you confirm that you understand the risks and you authorise us to act upon electronic instructions which have been transmitted (or appear to have been transmitted) by you, and communicate with you by e-mail.

15. Limitation of liability

- 15.1 We have professional indemnity insurance giving cover for claims against the firm. Details of this insurance, including contact details or our insurer and the terms and coverage of the policy can be inspected at our office or made available on request.
- 15.2 The Law Society of England and Wales is a designated professional body for the purposes of the Financial Services and Markets Act 2000. The Solicitors Regulation Authority is the independent regulatory arm of The Law Society. The Legal Ombudsman deals with complaints against lawyers. If you are unhappy with any insurance advice you receive from us you should raise your concerns with either of these bodies.
- 15.3 The effect of this and the following paragraph is to limit any financial liability to you by this firm or any partner, consultant or employee. The liability referred to may arise from negligence, breach of contract or retainer, misrepresentation, or in any other way except by fraud or fraudulent misrepresentation. However nothing in these

Terms and Conditions excludes or limits our liability in respect of death or personal injury caused by our negligence.

- 15.4 Liability to you (or any one else who may claim to benefit from your instructions to us) is limited in aggregate to the sum of £5,000,000 (Five Million Pounds) for each cause of action. This limit applies in relation to this and each and every transaction and retainer and any subsequent work we undertake for you unless expressly overridden in an subsequent written engagement letter signed by a partner. Further details are available upon request.
- 15.5 We shall not be liable to you for any failure to delay or for the consequence of any failure or delay in performance of your instructions if it is due to any event beyond our reasonable control including, without limitation, acts of god, war, industrial disputes, protests, fire, flood, storm, tempest, explosion, acts of terrorism and national emergencies.
- 15.6 If you accept or have accepted any express exclusion and/or limitation of liability from any of your other professional advisors, our total liability to you arising out of the provision of our services will not exceed the net aggregate of the amount for which we would otherwise have been liable after deducting any amount which we would have been entitled to recover from such advisor as a matter of law whether pursuant to statute or otherwise, but are prevented from doing so as a result of any such exclusion and/or limitation of liability.
- 15.7 N.C. Morris & Co. LLP is a Limited Liability Partnership (LLP). This means that the firm's partners are not personally liable for any acts or omissions by the firm, unless the law requires otherwise. This does not limited or exclude liability of the firm to the acts or omissions of its members.

16. Regulated services

N.C. Morris & Co. LLP is authorised and regulated by the Solicitors Regulation Authority, The Cube, 199 Wharfside Street, Birmingham, BA 1RN ('the SRA'). This means that we are governed by a Code of Conduct and other professional rules which you can assess on the SRA's website www.sra.org.uk or by calling 0370 606 2555.

17. Investment business

- 17.1 We are not authorised by the Financial Conduct Authority, however sometimes conveyancing, probate and company work involves investments and we may refer you to someone who is authorised to provide any necessary advice. In addition, as we are regulated by the Law Society we can provide certain limited services in relation to investments, provided they are closely linked with the legal services we are providing to you.
- 17.2 This is because we are members of the Law Society of England and Wales which is designated professional body for the purposes of the Financial Services and Market Act 2000. The Solicitors Regulatory Authority is the independent regulatory arm of The Law Society. The Legal Ombudsman deals with complaints against lawyers. If you are unhappy with any investment advice you receive from us, you should raise your concerns with either of these bodies.

18. Jurisdiction

These Terms and Conditions are governed by English law and any dispute over them shall be subject to the exclusive jurisdiction of the English Courts.

19. General Data Protection Regulation (GDPR) and the Data Protection Act 2018 etc

19.1 PURPOSE OF THIS NOTICE

This notice describes how we collect and use personal data about you, in accordance with the General Data Protection Regulation (GDPR), the Data Protection Act 2018 and any other national implementing laws, regulations and secondary legislation, as amended or updated from time to time, in the UK ('Data Protection Legislation').

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

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

19.2 THE PERSONAL INFORMATION WE COLLECT AND USE

Personal information provided by you

We collect personal information when you provide it to us, such as your name, postal address, email address, phone numbers, date of birth, payment/financial details and information to enable us to check your identity. If you become a client, we will collect additional information from you in relation to the service(s) you instruct us to provide and we will provide further details of this at the time when we enter into an agreement with you to provide specific service(s).

We also collect personal information from you if you apply for a job with us or work for us for any period of time. In this context, personal information we gather may include: contact details, financial and payment details, details of education, qualifications and skills, marital status, nationality, NI number, job title, and CV.

19.3 Personal information provided by third parties

We may receive information about you from other sources (such as credit reference agencies, HM Revenue & Customs, Companies House, regulatory bodies, other professional advisers or consultants engaged by you or us in relation to the services we provide). We will add this to the information we already hold about you in order to help us provide services to you and to improve and personalise our service to you. If you apply for a job with us, we may receive information from the people who provide references.

19.4 Personal information about other individuals

If you give us information on behalf of someone else as an alternate contact or agent, referee or next of kin, you confirm that the other person has agreed that you can:

- give consent on his/her behalf to the processing of his/her personal data;
- receive on his/her behalf any data protection notices; and

- if relevant, give consent to the transfer of his/her personal data abroad.

19.5 Sensitive personal information

We will not usually ask you to provide sensitive personal information. We will only ask you to provide sensitive personal information if we need to for a specific reason, for example, if it is necessary in connection with a matter we are handling for you or as part of our recruitment or staff administration processes. If we request such information, we will explain why we are requesting it and how we intend to use it.

Sensitive personal information includes information relating to your ethnic origin, political opinions, religious beliefs, whether you belong to a trade union, your physical or mental health or condition, sexual life, and whether you have committed a criminal offence. We will only collect your sensitive personal information with your explicit consent.

19.6 Children

We do not collect personal data relating to children under the age of 16 unless it is relevant to a matter which we are handling for you, in which case we will only collect such information with the specific consent of the parent or guardian. If you are a parent or guardian of a child under the age of 16 and think that we may have information relating to that child which has not been collected with your consent, please contact us. We will ask you to prove your relationship to the child but if you do so you may (subject to applicable law) request access to and deletion of that child's personal data.

19.7 HOW AND WHEN DO WE COLLECT INFORMATION FROM YOU?

We collect information from visitors to our website, people who we do business with, people who register for or enquire about our services, our current employees and job applicants, people who we meet and exchange contact details with to follow up or for mutual referral of business opportunities. We gather information directly from you face to face if we meet you in person and over the telephone if you ring us to make an enquiry. We collect personal information via our website and other technical systems. We collect this when you use our website to sign up to, participate in or receive a service from us, such as requesting information online. Our website also uses cookies (see "Use of cookies" section below) and collects IP addresses (which means a number that can uniquely identify a specific computer or other device on the internet). We also collect personal information when you contact us or send us feedback or give us instructions in relation to a specific legal matter.

We may monitor and record communications with you (such as telephone conversations and emails). We may do this for a number of reasons, such as to check the quality of our customer service, for training purposes, to prevent fraud or to make sure we are complying with legal requirements.

If you visit our offices, some personal data may be collected from monitoring devices and systems such as closed circuit TV (CCTV) and door entry systems at the site.

19.8 Use of cookies

A cookie is a small text file which is placed onto your computer (or other electronic device such as a mobile telephone or tablet) when you use our website. We use cookies on our website. We do this to find out things such as the number of visitors to the various parts of the site. This information is only processed in a way which does not identify you individually. We use analysis software to look at IP addresses and cookies to improve your experience as a user of our website. We do not use this information to develop a personal profile of you. If we

do collect personally identifiable information, we will be up front about this. We will make it clear when we collect personal information and will explain what we intend to do with it.

You can set your browser not to accept cookies and the websites below tell you how to remove cookies from your browser. However, some of our website features may not function as a result.

For further information on cookies generally visit www.aboutcookies.org or www.allaboutcookies.org.

19.9 REASONS WE CAN COLLECT AND USE YOUR PERSONAL INFORMATION

We rely on a different lawful basis for collecting and using personal data in different situations.

Contract

Where you make enquiries about taking a service from us before you become a client, we need to collect personal information about you so that we can take steps to enter into a contract with you. Once you have become a client, we need to collect and use personal information to provide services to you and to claim our right to be paid in return for our services under our standard terms of business/contract with you. This includes collecting and using your personal information to:

- enable us to follow up on enquiries made by you in relation to our services
- to give you our quote for services;
- do a credit check-see 'Credit checking' section below;
- to prepare an engagement letter which, together with our terms of business, forms our agreement with you;
- provide services to you;
- contact you for reasons related to the services you have signed up for or to provide information you have requested;
- deal with payment for our services;
- notify you of any changes to our website or to our services that may affect you; and
- resolve disputes or collect overdue payments.

If you apply for a job with us, we will collect and use personal information to process your application and check references. If you take a job with us, we will collect and use your personal information to enter into an employment contract with you and to administer the employment relationship, including making payments to you, accounting for tax, ensuring safe working practices, monitoring and managing staff access to systems and facilities, monitoring absences and performance and conducting assessments.

Legal obligations

We collect and use personal information from our clients and staff to comply with our legal obligations. For example, we will take copies of documents that identify you so that we can comply with anti-money laundering and counter-terrorist financing requirements.

Legitimate business interests

Our priority is to make sure we give a high quality and secure service to customers and to follow up effectively on enquiries even though we accept that not all enquiries will lead to a business relationship or contract. We collect personal information to:

- conduct research and analyse website visitor behaviour patterns;
- customise our website and its content to your particular preferences;
- improve our services;
- detect and prevent fraud;
- prevent offensive, inappropriate or objectionable content being sent to or posted on our website to stop any other form of disruption behaviour

We will also communicate with you to, follow up on enquiries and provide updates on matters that may be of interest to you as an existing or former client, or as a person who has expressed an interest in our services or with whom we have exchanged contact details for business reasons. If you would like to stop receiving these communications, you can tell us that you wish to "unsubscribe" at any time by contacting us. See 'What rights do you have?' and 'How to contact us' below for further information. It may take a few days for us to process your request. If you ask us to stop contacting you in this way, you can also ask us to start again at any time.

If we propose to use your information for any other uses we will ensure that we notify you first. If we need your consent to use your information for these other purposes, we will give you the opportunity to opt in or to refuse. If you opt in, you will be able to opt out at any time.

19.10 Credit checking

We may do a credit check on you so that we can make credit decisions about you and people or businesses associated with you. These checks may also be used to help prevent and detect fraud and money laundering.

Our search will be recorded on the files of the credit reference agency.

We may also disclose information about how you conduct your account to credit reference agencies and your information may be linked to records relating to other people living at the same address or who are financially linked to you.

Other credit businesses may use your information to make credit decisions about you and the people with whom you are financially associated, trace debtors, and prevent and detect fraud and money laundering.

If you provide false or inaccurate information to us and we suspect fraud, we will record this.

19.11 When will we contact any other person about you?

If you provide us with details of any other person we can contact to discuss any service we are handling for you, we may contact that person and discuss and share the details of your matter with that person. If you change your mind, you can email or write to us and tell us to stop at any time (see 'How can you contact us?' below).

If you provide us with the details of a person who we can contact for a job reference, we may contact that person in connection with your job application.

19.12 Who your information might be shared with

We may disclose your personal data to:

- any professional adviser or expert who we instruct on your behalf or refer you to in connection with your matters where you have given your consent or

- where you have requested us to do so e.g. barristers, solicitors, other tax advisers, mortgage providers;
- other accountants and business advisers and their clients and professional advisers in the course of acting for you on a service we provide;
- service providers under contract with us to support our business operations, such as fraud prevention, debt collection, payroll, technology services and accounting/audit;
- credit reference agents-see 'Credit checking' above;
- our insurers and insurance brokers;
- regulatory bodies to comply with our legal and regulatory obligations;
- any person or law enforcement agency if we need to share that information to comply with the law or to enforce any agreement we may have with you or to protect the health and safety of any person;
- any person who is your agent or representative, such as the holder of a power of attorney, a legal guardian or person administering a will;
- any person who we are negotiating with as a potential buyer of our business or property or if we are proposing to merge our business with another business;
- credit card associations if specifically required.

We only allow our service providers to handle your personal data if we are satisfied that they take appropriate measures to protect your personal data. We also require them to comply with our instructions in connection with the services they provide for us and not for their own business purposes.

19.13 KEEPING YOUR PERSONAL INFORMATION SECURE

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

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

While we will use all reasonable efforts to keep your personal data safe, you acknowledge that the use of the internet is not entirely secure and, for this reason, we cannot guarantee the security or integrity of any personal data that is transferred from you or to you via the internet. If you have any particular concerns about your information, please contact us (see 'How to contact us' below).

Our website may contain links to websites and applications owned and operated by other people and businesses. These third party sites have their own privacy policies and use their own cookies and we recommend that you review them before you provide them with personal information. They will tell you how your personal information is collected and used whilst you are visiting these other websites. We do not accept any responsibility or liability for the content of these sites or the use of your information collected by any of these other sites and you use these other sites at your own risk.

If you want detailed information from Get Safe Online on how to protect your information and your computers and devices against fraud, identity theft, viruses and many other online problems, please visit www.getsafeonline.org. Get Safe Online is supported by HM Government and leading businesses.

19.14 TRANSFERS OF YOUR PERSONAL INFORMATION OUT OF THE EEA

The information you provide to us will be transferred to and stored on secure servers in the European Economic Area (EEA). However, from time to time, your personal data may be transferred to, stored in, or accessed from a destination outside the EEA. It may also be processed by staff operating outside of the EEA who work for an entity in the KBSP Partners LLP or for one of our suppliers.

These transfers are subject to special rules under European and UK data protection law. These non-EEA countries do not have the same data protection laws as the United Kingdom and EEA. We will, however, ensure the transfer complies with data protection law and all personal data will be secure. Our practice is to use industry standard data protection contract clauses in the style recommended by the European Commission.

19.15 HOW LONG DO WE KEEP YOUR PERSONAL INFORMATION?

We will only retain your personal data for as long as is necessary to fulfil the purposes for which it is collected. We will usually hold your personal information as a client, employee or job applicant on our system for the period we are required to retain this information by applicable UK law. Currently this is a minimum of six years from the end of our contract with you.

For existing clients, when assessing what retention period is appropriate for your personal data, we take into consideration:

- the requirements of our business and the services provided;
- any statutory or legal obligations;
- the purposes for which we originally collected the personal data;
- the lawful grounds on which we based our processing;
- the types of personal data we have collected;
- the amount and categories of your personal data; and
- whether the purpose of the processing could reasonably be fulfilled by other means.

If you are an unsuccessful job applicant, we will hold only your contact information for six months, unless you have told us you want us to delete the information earlier (see section "What rights do you have" below).

Change of purpose

Where we need to use your personal data for another reason, other than for the purpose for which we collected it, we will only use your personal data where that reason is compatible with the original purpose.

Should it be necessary to use your personal data for a new purpose, we will notify you and communicate the legal basis which allows us to do so before starting any new processing.

19.16 WHAT DUTIES AND RIGHTS DO YOU HAVE?

Your duty to inform us of changes

It is important that the personal data we hold about you is accurate and current. Should your personal information change, please notify us of any changes of which we need to be made aware by contacting us, using the contact details below.

Your rights in connection with personal data

Under the General Data Protection Regulation you have a number of important rights to be informed. These include the following:

- request a copy of your information which we hold (subject access request);
- require us to correct any mistakes in your information which we hold;
- require the erasure of personal information concerning you in certain situations
- require us to stop contacting you for direct marketing purposes;
- object in certain other situations to our continued processing of your personal information;
- restrict our processing of your personal information in certain circumstances;
- object to decisions being taken by automated means which produce effects concerning you or which effect you significantly; and
- receive the personal information concerning you which you have provided to us, in a structured, commonly used and machine-readable format and have the right to transmit those data to a third party in certain situations.

Further information on each of these rights is available from the Information Commissioner's Office. If you would like to exercise any of these rights, please:

- email, call or write to us (see 'How to contact us' below)
- let us have proof of your identity and address (a copy of your driving licence or passport and a recent utility or credit card bill), and
- let us know the information to which your request relates, including any matter or reference numbers, if you have them

We will not charge any fee for any of these services in most cases.

19.17 RIGHT TO WITHDRAW CONSENT

In the limited circumstances where you may have provided your consent to the collection, processing and transfer of your personal data for a specific purpose (for example, in relation to direct marketing that you have indicated you would like to receive from us), you have the right to withdraw your consent for that specific processing at any time. To withdraw your consent, please email, call or write to us (see 'How to contact us' below).

Once we have received notification that you have withdrawn your consent, we will no longer process your personal information (personal data) for the purpose or purposes you originally agreed to, unless we have another legitimate basis for doing so in law.

19.18 HOW TO CONTACT US

We hope that we can resolve any query or concern you raise about the way we use your personal information. Please contact us if you have any questions about this privacy policy or the information we hold about you.

If you wish to contact us, please do so:

By email to: nick.morris@ncmorris.co.uk (Subject: Data Protection).

By telephone on: +44 (0) 20 7584 8764 (Please ask for the Data Compliance Manager).

By post at The Data Compliance Manager, N.C. Morris & Co. LLP, 1 Montpelier Street, Knightsbridge, London, SW7 1EX

The General Data Protection Regulation also gives you the right to lodge a complaint with a supervisory authority. The supervisory authority in the UK is the Information Commissioner who may be contacted at:

Information Commissioner's Office
Wycliffe House
Water Lane
Wilmslow
Cheshire
SK9 5AF
Telephone - 0303 123 1113 (local rate) or 01625 545 745
Website – <https://ico.org.uk/concerns>

19.19 CHANGES TO THE PRIVACY NOTICE

This Privacy Notice was published on 1st September 2019. We may change this Privacy Policy from time to time. You should check this Privacy Policy occasionally to ensure you are aware of the most recent version.

20. Money Laundering Regulations

- 20.1 We operate a money laundering and reporting procedure in accordance with the Money Laundering Regulations 2007 (“the Regulations”)
- 20.2 Under the Regulations we are required to obtain identification evidence from clients and this will be implemented in every case.
- 20.3 In appropriate cases information may be disclosed by us to the relevant authorities in accordance with the Regulations and without reference to you or the other parties involved.

21. Prevention of mortgage fraud

Where we also act for a lender in a transaction we have a duty to reveal to the lender all relevant facts about the purchase and mortgage. This includes any differences between your mortgage application and information we receive during the transaction and any cash back payments or discount schemes that a seller is giving you.

22. Limited liability partnership

N.C. Morris & Co. LLP is a Limited Liability Partnership (LLP). Any reference to a Partner means a member of N.C. Morris & Co. LLP or an employee or consultant who is a Lawyer with equivalent standing and qualifications.

23. Termination

- 23.1 You shall be entitled at any time to terminate our appointment to act for you.

- 23.2 We shall be entitled to do likewise but only after giving you at least 14 days' notice in writing or, in any of the following events, without notice:
- 23.2.1 your failure to pay any account in full within one calendar month of it being rendered (unless we have agreed otherwise);
 - 23.2.2 your failure to give proper or full instructions at any time following a written request for the same (including those relating to discover and injunctions);
 - 23.2.3 your failure to provide monies on account within fourteen days of being asked to do so;
 - 23.2.4 if a conflict of interest arises (see below);
 - 23.2.5 if there is a serious breakdown in confidence between us.
- 23.3 On termination of our appointment, for whatever reason, we shall maintain a lien on all your papers, deeds, documents and monies then in our possession until all outstanding costs and disbursements have been settled. If we terminate we will give reasons if we can.

24. Tax Advice/Stamp Duty Land Tax

- 24.1 We do not give advice in relation to any taxation matters, except in relation to Stamp Duty Land Tax. If the nature of your Stamp Duty Land Tax situation is complicated, we may suggest that we on your behalf consult specialist Accountants in relation thereto, in which case we will advise you of the cost to be charged by such Accountants. If you agree this is necessary, we will correspond directly with your Accountants.
- 24.2 In relation to all other taxation matters, you must rely solely on the advice to be sought from your Accountants. Two points to bear in mind when you instruct Accountants are as follows in relation to any sale and purchase by you on which we have been instructed:-
- 24.2.1 If your transaction is the sale of a property in your name(s) which is not your principal residence, then whether or not you have made a profit from the sale, you are nevertheless required to file in England at Her Majesty's Revenue & Customs (HMRC), a Capital Gains Tax (CGT) Return within 60 days of completion.
 - 24.2.2 If you are a company buying, you may need to consider depending on the purpose of your purchase and the use to which you put the property, whether an annual tax called Annual Tax on Envelope Dwelling (ATED) is payable.

25. External auditing and Due Diligence

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

Your files may be reviewed in a due diligence exercise relating to the sale or transfer of all or part of our business, the acquisition or another business by us or the acquisition of new

business if you do not wish your file to be used in this way, please let us know as soon as possible.

26. Communications

- 26.1 We shall communicate with you at the postal and email addresses and the telephone and fax number which you publish unless you ask us to use other addresses and numbers. You will notify us if you regard any communication from us as particularly confidential and the means by which you require us to make such communications and we shall have no liability to you arising out of your failure so to notify us.
- 26.2 Subject to any notification you may make to us under the previous paragraph, we shall not be required to encrypt, password-protect or digitally sign any email, or attachment, sent by us. We shall not be responsible for any loss or damage arising from the unlawful interception, re-direction, copying or reading of emails, including any attachments.
- 26.3 We shall not be responsible for the effect on any hardware or software (or any loss or damage arising from any such effect) of any emails or attachment which may be transmitted by us (save to the extent caused by our negligence or wilful default).

27. Commissions

If we receive commission from a third party arising from work we are doing for you, we will credit you with that commission unless you have agreed otherwise or the amount is less than £20 (excluding VAT).

28. Conflicts of Interest

We may decline to act for you where accepting your instructions would create a conflict of interest or cause us to break an existing agreement with a third party. If, whether through change in circumstances or otherwise, we find that we have agreed to provide services to you in circumstances which give, or could give, rise to a conflict of interest we will discuss with you how to deal with the conflict and may be obliged to stop providing services to you and/or to all other clients affected by the conflict of interest.

29. Critical Dates

Unless we specifically agree to do so in writing, we do not operate a reminder system for important dates such as rent reviews and lease renewals to be drawn to your attention in advance. In the absence of such specific agreement, the responsibility for these time critical dates will be yours.

30. Jurisdiction

Our advice shall not include advice on matters relating to the laws of any jurisdiction other than England and Wales

31. Agreement

- 31.1 Unless otherwise agreed, or until superseded by a further terms of engagement letter and accompanying Terms and Conditions, these Terms and Conditions apply to any future instructions you give us.

- 31.2 These Terms and Conditions together with the letter enclosing them (the “Engagement Letter”) form the basis for the contract between this firm and you. In the event of any conflict between these Terms and Conditions and the Engagement Letter, the Engagement Letter will prevail.
- 31.3 Your continuing instructions in this matter will amount to your acceptance of these Terms. Even so, please sign and date the enclosed copy of these Terms and Conditions and return it to us immediately.
- 31.4 No amendment or variation to these Terms and Conditions shall be effective unless it is in writing and signed by a partner of the firm. We reserve the right to amend, alter or replace these Terms and Conditions upon reasonable notice.

32. N. C. Morris & Co. LLP Client Account

- 32.1 N.C. Morris & Co. LLP will not be liable for losses resulting from a banking failure and all monies received from yourselves for payment into our Client Account will be paid into our Client Account at C. Hoare & Co. 37 Fleet Street London EC4P 4DQ. In the event of banking failure, client details will be disclosed to the FSCS.
- 32.2 The £85,000 Financial Services Compensation Scheme indemnity limit applies to each individual client. Accordingly, if you hold other money in C. Hoare & Co. then the limit will remain £85,000 in total (i.e. your money will be aggregated with the client money we hold for you at C. Hoare & Co.). Some deposit-taking institutions have several brands but the £85,000 limit applies per institution (not for each brand). You should check with your bank or with the Financial Services Authority for more information.
- 32.3 If you are a corporate body, you should check with the FSCS as to the eligibility to compensation.
- 32.4 Our bank details are as follows, and no monies should be sent by you to ourselves, except to the undermentioned bank. This advice is important since fraudsters are able to intercept emails with bank details in them, or bank details as an attachment to an email, and accordingly, when you request our bank details, we will always refer you back to the Standard Terms and Conditions, and accordingly, please keep a record of these details. In any case, before sending us any monies you should telephone our office and speak to the person dealing with your matter and verify with him/her our bank details to which you are sending the monies:-