

SERVICE PLAN
AND
TERMS OF BUSINESS

**Farnworth Shaw
Solicitors Limited**

Registered number: 11802084

Registered Office: 65 Albert Road, Colne, Lancashire BB8 0BZ

February 2025

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1. INTRODUCTION

The purpose of this document is to make clear:

- ◆ The service that we offer
- ◆ The charges that will be made

The information given is in general terms.

The specific details relevant to you and your matter are contained in the first letter sent to you. The two documents need to be read together.

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

2. SERVICE

2.1 INSTRUCTIONS

The work that we have been instructed to undertake on your behalf is set out in the “instructions” section of the first letter.

This is the work to which those Terms accordingly apply. If we were instructed to undertake further work, we would need to make additional charges. An estimate of what these are likely to be would be provided.

2.2 DAY TO DAY CONDUCT

The person in the company having day to day conduct of your matter is shown in the “Person Dealing” section of the accompanying letter.

2.3 DIRECTOR RESPONSIBILITY

The Director with the ultimate responsibility for your matter is shown in the “Director Responsible” section of this letter.

2.4 CASE SUPERVISOR

As part of our internal quality control procedure, we use this person to keep an independent check on the progress of your case. This person may not necessarily be the “Director Responsible” but WILL be a person who has sufficient knowledge and skill to supervise effectively

2.5 TRANSFER

Should it become necessary at any stage to transfer the day to day conduct or overall supervision of your matter to another person within the company, we will notify you of the change together with the reason for it.

2.6 PROBLEMS

As a company we are concerned to maintain the standard of our service. Should you find any problems in this respect during the course of the matter, do please speak to the person having day to day conduct first. If necessary, that person will refer the problem for consideration to the responsible Director.

3. PERFORMANCE

3.1 TIMESCALE

An estimate of the initial timescale in your matter is given in the “Timescale” section of the first letter.

It will depend upon the nature of your matter as to how definite and accurate a timescale estimate can be given. Where the matter is straightforward and control of the work lies entirely in our hands, then a clear timescale estimate can be given at the outset.

Where, however, the matter is complicated or lengthy (e.g. litigation) **OR** progress is dependent upon the actions of others, then there are numerous circumstances which can make even the most careful timescale estimate turn out to be wrong.

We will do our best to keep you informed of the timescale involved throughout your matter. Do please bear in mind the difficulties mentioned above. In particular, please do not make arrangements based upon a timescale estimate without first checking with us whether it is sensible and safe to do so

3.2 ACTION TO BE TAKEN

We will discuss and agree with you the action to be taken by us in your matter at relevant points.

There may also be action to be taken by you. We will explain any such action to you and indicate the time within which it should be taken.

3.3 KEEPING INFORMED

We will communicate regularly with you about the matter. We will send copy correspondence to you for information (unless you have instructed us not to do so).

We will advise you of any significant delays and the reason or reasons for them.

We will indicate at each stage when and how we are next likely to contact you. The "Contact" section of the accompanying letter includes an example of this information.

3.4 CHECKING DOCUMENTATION

If your matter involves the preparation of any statements and/or documents on your behalf, we will check them with you before the final version is produced. Similarly, if we receive any statement or documents in your matter from another party, we will explain them to you and check the contents with you.

3.5 ENQUIRIES

Hopefully, you will always know what is happening in your matter. However, if you do have any queries about the up-to-date position or future progress, do please contact us and we will let you have an answer either immediately or within a reasonable time.

The one point, which we would ask you to bear in mind, is that our time is your money. Therefore, in your own financial interest, unnecessary or lengthy phone calls and emails should be avoided. Please note paragraph 5.3.15 (ii) below.

4. YOUR RESPONSIBILITIES

- 4.1.1 We aim to handle your case as efficiently and effectively as possible, but you must play your part. In particular:
- 4.1.2 If we ask you to contact us to provide us with information, you should do so **AS SOON AS POSSIBLE**
- 4.1.3 In Court cases, unless you have Public Funding, or we have some other arrangement where you are not paying Court Fees, there will be fees to pay to the Court, to get your case listed. If we ask for payment you **MUST** pay by the deadline we set.
- 4.1.4 In Court cases, once we get a trial date, we will tell you straight away and you **MUST** make sure you are available. Adjournments will rarely be granted
- 4.2 If you do not do what we ask, in non-family cases:

4.2.1 You might have to pay the insurance company's or other party's costs straightaway; and /or,

4.2.2 Your case might be missed altogether.

5. CHARGES

5.1 GENERAL

Like anyone else in business we have to be paid for our work.

Payment will either be by yourself or a third party (e.g. an Insurance Company).

A privately paid matter may be subject to fixed charges (e.g. conveyancing) or variable charges (e.g. litigation). The following sections deal with charges firstly in Publicly Funded matters and secondly in privately paid matters. Please refer to whichever sections are relevant to you.

5.2 LEGAL HELP AND HELP AT COURT AND CLAIMS SCHEME

We have in the past provided services that could be funded by Legal Aid, this is no longer the case and all matters are to be privately paid.

5.3 Privately Paid

5.3.1 Public Funding Assessment

If you have been assessed and found to be not eligible for advice and assistance under the Legal Help/Help at Court/Claims 10 Scheme charges have to be paid by you.

The first letter confirms that the matter is privately paid in the "Costs" section.

5.3.2 Basis of Charging

The charges that we will make in this matter cover the work that we have been instructed to undertake as shown in the "Instructions" section of the first letter.

If we are instructed to undertake further work we would need to make additional charges. An estimate of what these are likely to be could be provided.

Our charges will be calculated by references to the time spent by legal and executive staff dealing with your matter.

5.3.3 Charge Rate

A preliminary point needs to be stressed. The hourly rates quoted may appear at a high level. However, please bear in mind the hourly rate, which you pay, must cover not only training, knowledge and expertise of the Solicitor but also staff and office running costs.

All letters and telephone calls (whether made or received) are counted as a minimum of 6 minutes. If a letter or telephone call represents a longer time involvement, then the time will be specifically noted on the file and will be costed accordingly.

The company's current rates are:-

- | | |
|---|------|
| 1. Solicitors and Chartered Legal Executives with over eight years post qualification experience. | £282 |
| 2. Solicitors and Chartered Legal Executives with over four years post qualification experience. | £242 |

3. Other Solicitors and Chartered Legal Executives and fee earners of equivalent experience	£196
4. Trainee Solicitors, paralegals and other fee earners	£139

In addition to the time spent, we may take into account a number of factors that include the complexity of the issues, the speed at which the action must be taken, the expertise or specialist knowledge that the case requires and, if appropriate, the value of the property of the subject matter involved. In this case, the hourly rates may be higher. If you have any query about the revised rates notified to you, please contact the fee earner straight away.

Please bear in mind that **OUR TIME IS YOUR MONEY**. Therefore whatever you can do to reduce our time involvement will save you money. For our part we will try to work as efficiently and effectively as possible. For example, we will not send unnecessary letters nor make unnecessary phone calls.

HELP US TO HELP YOU.

5.3.4 Annual rates review

The charge rates are reviewed annually in April and therefore, if your matter has not been concluded before the next review, the rates applicable will increase. We will let you know the new rates as soon as they have been set.

5.3.5 Charge Rates

The Charge rates shown **DO NOT** include VAT which will be added to the bill and is currently charged at 20%.

5.3.6 Fixed Charges

In a matter where the charges for the work instructed are fixed, these are stated in the "Costs" section of the first letter.

If work has to be done which is additional to the work instructed, we would need to make additional charges.

5.3.7 Estimates of charges

In a matter where the charges for the work instructed are variable, an estimate or series of estimates of the anticipated total charges will need to be given.

You can at any time set a limit to the costs to be incurred. We would then need to discuss with you the up-to-date position, review the further work required and obtain your authorisation to an extension of the costs limit before we could incur charges beyond the limit set.

An initial estimate of the hours to be spent on your matter including letters and telephone calls and if the resulting costs plus VAT (currently 20%) are stated in the "Costs" section of the first letter.

Please bear in mind that any time and charges estimates can be affected in numerous ways beyond our knowledge or control. If this happens, a revised time and charges estimate will need to be supplied to you.

5.3.8 Disbursements

Disbursements are payable in addition to the costs plus VAT (currently 20%). We will let you know in our initial letter whether any disbursements attract VAT.

The disbursements, which we anticipate incurring in your matter, are listed in the "Disbursements" section of the first letter.

If it becomes apparent that additional disbursements will be involved, we will let you know.

5.3.9 Payment Arrangements

We require costs to be paid in one of the following ways:-

- ◆ By utilising monies held on our client's account
- ◆ Upon delivery of a bill, whether quarterly or final
- ◆ By alternative agreement as set out in our initial letter to you i.e. on an interim basis when work in progress on your matter reaches a certain amount.

The method of payment agreed with yourself is set out in the "Payment Arrangements" section of the first letter.

5.3.10 Delivery of Bill

In matters conducted over several months or years, we deliver bills monthly or quarterly depending on the size of matter.

In shorter matters, the bill is usually delivered at the completion of the work.

5.3.11 Abortive Matters

If your matter does not proceed for whatever reason, a bill is delivered in respect of the work that has already been completed.

VAT at 20% is payable on that amount and you are also billed for any disbursements incurred. Depending upon the amount of work done, this may be a small proportion of the estimated charges or it may be almost the full amount.

5.3.12 Settlement Terms

Bills are to be settled within 28 days unless a monthly payment arrangement had been made at the beginning of the matter.

5.3.13 Interest

Interest is charged on bills that are not paid within 28 days at the statutory rate (currently 8%)

5.3.14 Non-payment and ceasing to act

If a required payment on account is not made or a bill is not settled in accordance with these Terms or a monthly payment arrangement is not maintained, you will understand that we must reserve the right to decline to act any further for you. The full amount of work done up to that date will be charged to you.

5.3.15 Order for Costs

You are personally responsible for payment of our bill of costs regardless of any order for costs made against your opponent. It is important for you to understand this point, particularly in the situation where the opponent is financially unable to pay the order for costs **OR** can only pay over a period of time.

It is never possible to predict precisely the outcome of the case in relation to costs. This is because the award of costs is in the discretion of the Court. Having said this, the general rule is that the winner is entitled to an order for his or her costs except in certain Family proceedings, where the Courts prefer to make no Order in respect to costs.

If you lose your case, it is possible that you will have to pay your opponent's costs as well as your own unless we are dealing with your case under a Conditional Fee Agreement and you lose your case. If we do enter into a Conditional Fee Agreement with you, the terms will be set out in a separate document.

If you win your case, it is probable that you will get an Order or an agreement for payment of your costs by your opponent. However, this statement is subject to 4 qualifications:-

- (i) If your opponent is publicly funded, an order for costs may not be made against him or her.

- (ii) Your Opponent will only pay for our time in progressing your case. They will not, without good reason, pay for the time we spend with you updating you on the case or answering your queries about progress. If you make any unnecessary or prolonged appointments, telephone calls or emails you may have to pay for these yourself out of any compensation received.
- (iii) Any Order made may not cover the full amount of the costs, which you have incurred.
- (iv) The opponent may not be in a financial position to pay the costs ordered.

In any civil litigation matter careful consideration needs to be given both at the outset and throughout the case as to whether the likely outcome will justify the expense and/or risk involved.

On settlement you will authorise us to get damages payments payable to us. We will agree the costs and take them from the compensation and then pursue a claim for costs from the Opponents.

5.3.16 Payment by a third party

You may be covered by legal costs Insurance so that our charges will be paid from this source in any event.

Your opponent may have Insurance cover so that in the event of an agreed settlement or a Court Judgment in your favour, our charges will be paid by the Insurance Company.

In the first situation, any terms and conditions of the legal costs Insurance needs to be considered and observed to ensure that our charges are covered.

In the second situation, the payment by the Insurance Company may not cover all our charges and disbursements. For example, the Insurance Company may not be prepared for any work carried out in connection with an Application for a CLS Funding Certificate or for any disbursement paid for a Report or other document which is not used.

6. VARIATION

Any alteration or variation of the Terms set out in this document and the first letter **MUST BE:-**

- (i) Made by the person having day to day conduct of your matter or the Director responsible (no other member of staff has any permission or authority to do so)
- (ii) In writing.

7. TERMINATION (SEE ALSO 5.3.14)

You may terminate your instructions to us at any time in writing but we may be entitled to keep some of your papers and documents whilst there is money owing to us for our charges once we have rendered an account, unless you have a current C.L.S. Funding certificate, when the papers will be retained until we are authorised by the Legal Services Commission to pass them on to another firm.

In some circumstances, we may consider we ought to stop acting for you, for example, if you cannot give clear or proper instructions on how we are to proceed, or if it is clear that you have lost confidence in how we are carrying out your work.

We may decide to stop acting for you only for good reason and with reasonable notice that we will stop acting for you.

8. STORAGE OF PAPERS AND DOCUMENTS

After completing the work, we are entitled to keep all your papers and documents whilst there is money owing to us for our charges and expenses. We will keep our file of papers (except for any of your papers which you ask to be returned to you) for the following timeframes, depending on the type of matter:-

Personal injury	7 years
Sales (of whole)	15 years
Sales (of part)	15 years
Sales (leasehold)	15 years
Children	7 years from the child's 18 th birthday
Commercial property	15 years
Matrimonial matters	15 years
Probate	15 years
Purchases (residential)	15 years
Secured lending	15 years

From January 2023, the following types of file will be retained indefinitely:-

Change of name*
Company formation
Court of Protection*
Personal Injury Trusts/Lifetime Awards
Powers of Attorney*
Trusts*
Wills & Codicils*

* These files will be reviewed and/or destroyed upon notification of the death of the client.

We keep the file on the understanding that we have the authority to destroy it in accordance with the above timescales after the date of the final bill we send you for this matter. We will not destroy your documents that you ask us to keep in safe custody.

If we retrieve papers or documents from storage in relation to continuing or new instructions to act in connection with your affairs, we will not normally charge for such retrieval. However, we may make a charge based on time spent 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 instructions given by you or on your behalf.

9. DATA PROTECTION AND CONFIDENTIALITY

Although, all of your dealings with our company are confidential, to improve and maintain our service to you, we hold data concerning your affairs on computer as well as in our paper files. Your instructions to us to act for you are confirmation of your agreement of this. We are bound by our professional duty of confidentiality to ensure that all such data is kept secure. If you wish to have access to data, we hold on you, please make your request to the person dealing with your matter.

Pursuant to the Data Protection (Subject Access) (Fees and Miscellaneous Provisions) Regulations 2000 we are entitled to make a charge in relation to such a request in certain circumstances.

We attach a copy of our data controllers registration which makes it clear what type of records we, and most Solicitors keep and also those people we work with who might also have access to that data and, for the avoidance of any doubt, those we deal with in business do include any experts including Barristers and Doctors, insurers, regulators or auditors who may inspect files for compliance purposes and, of course those who maintain and support our IT systems. All those people are bound by the same confidentiality obligations as we are as a condition of us doing business with them.

Please see the GDPR requirements for Data Processors and Controllers which is attached.

10. MONEY LAUNDERING

In order for us to comply with the new Money Laundering, Terrorist Financing and Transfer of Funds (Information on the Payer) Regulations 2017 which came into effect on the 26th June 2017 we may need to electronically verify your identity. Usually this is in relation to conveyancing transactions but occasionally we have to do this for other types of work too. The cost of this is £5.00 plus VAT at 20% for each person which we will need you to pay and will be added to your bill. If your case is one where we feel that we need to electronically verify your identity then you will be advised of this at the outset.

In any event we will need you to provide us with documentary proof of your identity in the form of your Passport and your Photocard Driving Licence together with at least one of the following:

1. A recent utility bill dated within the last three months,
2. Council Tax or Water Bill dated within the last twelve months
3. Original bank statement
4. Firearms certificate
5. Benefits letter or letter from the HMRC dated within the last year
6. National Insurance contribution letter
7. Mortgage Statement
8. Marriage and or birth certificate
9. Bus pass with a photograph

If you have trouble providing us with the above documentation then please speak with us straightaway.

The regulations have strict requirements for us to follow if we are dealing with a Politically Exposed Person including members of their immediate family. If you think that you fall into this category then please speak with your legal advisor about this immediately. Failure to notify us of this may result in your matter being delayed or may result in us having to terminate our retainer with you.

Finally, under the new regulations we are only authorised to retain your identity documentation for five years after your matter has ended. It is our policy to retain the documentation until your file is destroyed in accordance with the timescales at section 8 above. By signing and returning a copy of the Client Care Letter to us, you are consenting to us retaining your identity documentation in accordance with our company's policy and procedures until the file is destroyed.

The Practice will accept no liability for any loss or adverse consequences incurred as a result of the practices obligation to comply with any Money Laundering Regulations.

11. PROVISION OF SERVICE REGULATIONS 2009

In order to comply with the Provision of Service Regulations 2009 please note the Practice maintains Professional Indemnity Insurance compliant with the minimum terms prescribed from time-to-time by the Solicitors Regulation Authority. Should you need confirmation of details of this insurance we will supply written confirmation of the policy number and name and address of the insurers upon written application to the firm's Compliance Officer for Legal Practice, currently Amanda Marie Howfield at 65 Albert Road, Colne.

You might also wish to access a copy of the Solicitors Regulation Authority code of conduct which governs all Solicitors which can be found at www.sra.org.uk/ or by post at Solicitors Regulation Authority, The Cube, 199 Wharfside Street, Birmingham, B1 1RN.

12. EQUALITY AND DIVERSITY POLICY

It is the policy of the company not to discriminate directly or indirectly on grounds of age, gender, reassignment, sex, pregnancy, maternity, race (which includes colour), nationality and ethnic or national origins) religion or belief, disability, sexual orientation, marital status or because someone is in a civil partnership in the provision of services. A copy of this Policy is available from the Equality and Diversity Officer, currently Elizabeth Angela Louise Desoer, upon written application to 65 Albert Road, Colne, Lancashire, BB8 0BZ.

13. APPLICABLE LAW

The Practice and its terms of business are limited to the Law of England and Wales

14. COMPLAINTS PROCEDURE

The Legal Services Act 2007 came into force on 1st October 2007. Recently that part of the Act which affects complaints handling was implemented. Under our professional rules we are required to notify you of these procedures.

We want to give you the best possible service. However, if at any point you become unhappy or concerned about the service, we have provided then you should inform us immediately, so that we can do our best to resolve the problem. In the event of a problem you are entitled to complain about our service and/or our bills.

Therefore would you please note:-

- (i) In the first instance it may be helpful to contact the person who is working on your case to discuss your concerns and we will do our best to resolve any issues. Making a complaint will not affect how we handle your case. Initially a complaint should be made in writing to the fee earner with conduct of the case.
- (ii) In the event the fee earner cannot resolve your complaint, this should be referred to the Director Responsible for a decision or, in the event that the complaint is about the Director Responsible, to the Case Supervisor.
- (iii) This company has a complaints procedure a copy of which will be made available to you on request or in the event you make a complaint.
- (iv) In the event that you are unhappy with the outcome of your complaint made to the fee earner handling the matter or the final decision made by the Case Supervisor or Director Responsible (as appropriate), you then have a right of appeal to Elizabeth Angela Louise Desoer, our Complaints Compliance Officer who is also a Director in the company, unless the complaint is about Elizabeth Angela Louise Desoer in which case the final appeal within the company should be addressed to Amanda Marie Howfield who is also a Director in the company and Compliance Officer For Legal Practice.
- (v) The Legal Ombudsman can help you if we are unable to resolve your complaint ourselves. They will look at your complaint independently and it will not affect how we handle your case.
- (vi) Before accepting a complaint for investigation, the Legal Ombudsman will check that you have tried to resolve your complaint with us first. If you have, then you must take your complaint to the Legal Ombudsman:

Within six months of receiving our final response to your complaint **AND** no more than one year from the date of the act or omission being complained about; **OR** no more than one year from the date when you should reasonably have known that there was cause for complaint.

For more information about the Legal Ombudsman contact:

www.legalombudsman.org.uk

Call: 0300 555 0333 between 9am to 5pm

Email: enquiries@legalombudsman.org.uk

Legal Ombudsman PO Box 6806, Wolverhampton, WV1 9WJ

- (vii) You also have the right to complain to the Solicitors Regulation Authority (SRA). The SRA can help 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 also report a firm or someone regulated by the SRA for non-payment of professional fees (such as agent or expert fees) if you have a County Court Judgment in respect of the fee, and the judgment relates to the practice in connection with providing a legal service.
- (viii) The SRA can be contacted by completing their report form which can be found on their website (www.sra.org.uk/consumers/problems/report-solicitor) which should be emailed to report@sra.org.uk or posted to Solicitors Regulation Authority, The Cube, 199 Wharfside Street, Birmingham B1 1RN.
- (ix) You may also be entitled to exercise a right to object to our bill by applying to the Court for an assessment of the bill under Part iii of the Solicitors Act 1974.

15. INSURANCE AND LIMITATION OF LIABILITY

The company will not be responsible for loss exceeding the terms of its Indemnity Insurance (currently three million pounds) arranged through HDI Global Specialty SE (UK Branch) care of Global Professional & Financial Risks, A Division of Lockton Companies LLP, The St Botolph Building, 138 Houndsditch, London EC3A 7AG.

The company will only be liable for any proportion of loss attributable to the company's negligence when the negligence of third parties has contributed to the client's loss.

These terms of business will apply to all business current or future between the company and the client but they do not create a general retainer or any obligation to carry out work not specifically agreed in the particular matter generating instructions.

The Practice will not be responsible for any loss to third parties cause as a result of the work carried out at the instruction of the client.

If the company is holding monies on behalf of the client either on deposit or in general clients account, the company will not be liable for loss occasioned by any insolvency event occurring in relation to any deposit provider (e.g. bank) with whom the company has deposited funds save in so far as such loss was caused or contributed to by the company.

16. CLAIMS ON THE COMPENSATION FUND

The company will be authorised to make a claim on the clients behalf to the Financial Services Authority under the Financial Services Scheme limited to £85,000 of the clients total (including personal accounts) deposit with any deposit provider.

17. INTEREST PAYMENT BY THE COMPANY

The company deals with substantial sums on behalf of its clients in relation to many transactions but ordinarily does not hold monies for any individual client for any protracted period and as such does not account for interest for sums held for short periods where to administer the same would be a cost disproportionate to the amounts involved particularly in times of very low/nominal interest rates on general clients account.

However, if the company is unable to distribute funds of a substantial nature (over £10,000) for any period exceeding 14 days the policy is to pay interest on such sums at the amount received and to seek to place the said sum on deposit at the earliest opportunity thereafter and to account in full to the client for any deposit interest received and, for the avoidance of doubt to pay interest on any lesser sum held on a case by case basis as appropriate in the circumstances.

GDPR requirements for data processors and controllers

The following constitutes additions and variations to Farnworth Shaw Solicitors Limited standard terms of business and service plan in place between us to allow us to be compliant with the requirements of GDPR which comes into effect on the 25th May 2018.

DEFINITIONS:

“Agreement” means the agreement between you (the client) and Farnworth Shaw Solicitors Limited.

“Data Protection Legislation” means:

1. The Data Protection Act 1998;
2. The Data Protection Directive 95/46/EC;
3. The Electronic Communications Data Protection Directive 2002/58/EC;
4. The Privacy and Electronic Communications (EC Directive) Regulations 2003;
5. The Regulation of Investigatory Powers Act 2016 and its successor legislation The Investigatory Powers Act 2016
6. The Telecommunications (Lawful Business Practice) (Interception of Communications) Regulations 2000 (SI 2000/2699)
7. The Privacy and Electronic Communications (EC Directive) (Amendment) Regulations 2011;
8. And all applicable laws which replace the above, including the General Data Protection Regulations (GDPR), together with all other applicable laws relating to processing or personal data and privacy that may exist in any relevant jurisdiction, including, where applicable the guidance and codes of practice issued by the regulatory body responsible for privacy and data protection.

“Personal Data” means as set out in the Data Protection Act 1998 and includes the personal data relating to all our clients and contacts. With effect from 25th May 2018 it has the meaning as set out in the GDPR which is any information relating to an identified or identifiable natural person. An identifiable natural person is one who can be identified, directly or indirectly in particular by reference to an identifier such as name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.

“Sensitive Personal Data” has the meaning given in the Data Protection Act 1998 and shall be considered to be any data that falls into one of the “special categories of Personal Data” upon commencement of the GDPR.

“GDPR” means the General Data Protection Regulation (EU) 2016/679 as in force from time to time as transposed into domestic legislation and as amended, replaced or superseded from time to time, including by the GDPR and laws implementing or supplementing GDPR.

- 1.1 During the term of the Agreement and after termination or expiration of this Agreement for any reason whatsoever, Farnworth Shaw Solicitors Limited shall comply with all Data Protection Legislation.
- 1.2 In its performance of the Agreement, Farnworth Shaw Solicitors Limited shall at all times:
 - 1.2.1 Process Personal Data only on documented instructions from the client except where authorised to do so under the current and subsequent litigation
 - 1.2.2 Only process Personal Data in the European Economic Area and shall not transfer, transmit or otherwise store Personal Data outside of the European Economic Area without fully complying with Articles 44-49 of the GDPR;
 - 1.2.3 To ensure that persons authorised to process Personal Data have committed themselves to confidentiality in respect of personal Data on terms no less onerous than those set out in the Agreement
 - 1.2.4 Take all measures required relating to data security. For the avoidance of doubt this may include (but is not limited to):
 - (a) The pseudonymisation and encryption of Personal Data

- (b) Redundancy and back up facilities
- (c) Regular security testing and
- (d) On-going reviews of security measures

1.2.5 Not to appoint a sub-contractor to process Personal Data without:

- (a) a general written authorisation set out in clause 1.9 from the client that Farnworth Shaw Solicitors Limited may approach such sub-contractors
- (b) imposing contractual data protection obligations on such sub-contractor that are no less onerous than those set out in this document

1.2.6 At the choice of the client, delete or return all Personal Data to the client after the end of the provision of matter subject to Farnworth Shaw Solicitors Limited right to retain any such Personal Data in order to comply with its legal obligations and in accordance with our professional rules and regulations concerning the retention of files and information

1.2.7 To make available to the client all information reasonably necessary to demonstrate compliance with the obligations laid down in this clause and contribute to audits, including inspections, conducted by the client or another auditor mandated by the client (including any regulatory bodies or accreditation bodies)

1.2.8 In the event of any Personal Data breach which required notification under GDPR to the relevant regulatory body or the data subject as defined in GDPR (howsoever caused), Farnworth Shaw Solicitors Limited shall, after becoming aware of it, notify the client of such Personal Data breach. Farnworth Shaw Solicitors Limited shall ensure that any notice they give to the client under this clause shall (where such information is known at the time and is available)

1.3.1 describe the nature of the Personal Data breach including, where possible, the categories and approximate number of data subjects concerned and the categories and approximate number of Personal Data records concerned

1.3.2 communicate the name and contact details of Farnworth Shaw Solicitors Limited data protection office or other contact point where more information can be obtained

1.3.3 describe the likely consequences of the Personal Data breach

1.3.4 describe the measures taken or proposed to be taken by Farnworth Shaw Solicitors Limited to address the personal data breach including, where appropriate, measures to mitigate its possible adverse effects;

1.3 Farnworth Shaw Solicitors Limited and its representative shall maintain a record of all categories of data processing activities it carries out on behalf of the client, containing:

1.4.1 the name and contact details of Farnworth Shaw Solicitors Limited, any sub-contractors processing data on Farnworth Shaw Solicitors Limited behalf, the client (on whose behalf Farnworth Shaw Solicitors Limited is acting) and where applicable the clients and/or Farnworth Shaw Solicitors Limited representative and the data protection officer

1.4.2 the categories of processing carried out on behalf of the client

1.4.3 where applicable, transfers of Personal Data to a third country or an international organisation including the identification of that third country or international organisation and where applicable under Data Protection legislation, the documentation of suitable safeguards

1.4.4 where possible a general description of the technical and organisational security measures that have been taken

1.5 The client accepts that Farnworth Shaw Solicitors Limited may disclose Personal Data and Sensitive Personal Data to any providers of services under this Agreement

1.6 The client warrants and represents that they have given their consent to the transfer of their Personal Data and Sensitive Personal Data by Farnworth Shaw Solicitors Limited to third party providers of services

- 1.7 The client acknowledges and hereby provides a general written authorisation that Farnworth Shaw Solicitors Limited has the right to sub-contract the provision of Services to suitably qualified sub-contractors/third parties
- 1.8 Subject to clause 1.8 neither party shall assign or transfer or purport to assign or transfer any of its rights or obligations under the Agreement without prior written consent of the other party

FARNWORTH SHAW SOLICITORS LIMITED – PRIVACY NOTICE

Under the new General Data Protection Regulations (GDPR) we are required by law to give you certain information about

1. our details including the contact details for the Data Protection Officer
2. what type of Data we collect, process, hold and share
3. why we collect and use this information
4. the lawful basis for such collection of data
5. storage of this information
6. who we share this information with and why we share this information and
7. how to request access to your personal data.

1. Who are we?

We are Farnworth Shaw Solicitors Limited. The Directors are Amanda Marie Howfield and Elizabeth Angela Louise Desoer. Our registered office is 65 Albert Road, Colne, BB8 0BZ telephone 01282 865885. The company is regulated by the Law Society. Amanda Marie Howfield is the Data Protection Officer.

2. What type of data do we collect?

When you come to see us and ask for our help we need to collect some basic information about you so that we can contact you during the course of the matter. We will also need to ask you a series of questions to get enough information from you to be able to advise you, allow us to work on your matter in order to bring the matter to a successful conclusion. It is sometimes necessary to obtain information about you from other sources such as the medical profession (GP, Hospitals medical experts), government departments, Estate Agencies, other firms of Solicitors, the Police, Social Services, the Courts as well as other people who may have an interest in the same matter i.e. other people who have an interest in a deceased's estate or are a witness.

The following list is some of the types of information that we may need from you at the outset. This is not necessarily a complete list because it depends on the type of work that we need to do as to what type of information we require from you:

1. Personal information (name, address, date of birth and address)
2. Characteristics (gender, ethnicity and disability)
3. Information relating to your specific matter such as the name and address of other people involved and details of how they are involved as well as details of the issues
4. Client contact data and ID documentation
5. Employment records
6. Property information i.e. charges, mortgages, ownership details, offer details

7. State Benefits information to include both means and non-means tested benefit.
8. Tax and accountants records/reports
9. Financial information and documentation including earnings details, savings details
10. Court papers/documentation
11. Barristers opinions
12. Medical reports and records

We make every effort to ensure that all the information we hold is accurate and up to date and, at points throughout the lifetime of the matter, we may need you to confirm this remains so.

3. Why do we collect and use this information?

In order for us to help you we need to be fully aware of the circumstances of the matter you need help with and in order to do this we need to ask and obtain answers to lots of different questions.

The majority of the information supplied by you will only ever be used by us for the lifetime of your current matter. However, your personal information such as your name, address, national insurance number and date of birth will be retained on our company's computer system for life and may be used as a basis for any new instructions that you give to us once the current matter has ended. The paper records relating to your matter will be retained and subsequently destroyed in line with the company's procedure as contained in the Service Plan and Terms of Business but certain documents such as Title Deeds, Wills, Powers of Attorney, Deeds, Grants of Probate and other original documentation will be stored by us indefinitely UNLESS you notify us in writing that you wish to retain the originals of these documents in which case we may only store copies.

We have to have regard to our professional rules and regulations at all times. We will not use your information for any other purposes and you are entitled to see the information that we have collected about you.

4. The Lawful basis for collection of data

There are six main reasons why we are allowed to collect your data which are:

Consent

Performance of a contract

Compliance with a legal obligation

Collection is in your vital interests

We have a legitimate interest in your data

It is in the public interest or in the exercise of an official authority to collect the data.

As your legal advisors, we rely on your personal data in order to fulfil the contract that we have with you and we also rely on your consent to collect the data.

5. Storage of information

All the information that you supply to us and that which we get from other places will be stored electronically (on our company's computer system) and will also be stored in a paper file.

6. Who we share this information with and why we share it

Occasionally we may need to send your information to a third party such as a medical expert, Barrister, HM Land Registry, HM Revenue and Customs, Department for Work and Pensions, Local Authority, the Courts and other interested parties.

Everyone that we send information to will be vetted prior to the information being sent to ensure that they also comply with their legal obligations to safeguard and protect your Data in accordance with the requirement of the GDPR.

7. How to request access to the information we hold about you (Subject Access Request)

If you require sight of the data we hold about you, then you need to contact Amanda Marie Howfield on 01282 865885 or by email to a.howfield@farnworthshaw.co.uk.

8. Complaints

When we ask you for information, we will comply with the law. If you consider that your information has been handled incorrectly, you can contact the Information Commissioner for independent advice about data protection. You can contact the Information Commissioner at:

Information Commissioner's Office
Wycliffe House
Water Lane
Wilmslow
Cheshire
SK9 5AF
Tel: 0303 123 1113
www.ico.org.uk

Signed.....

Signed.....

Dated this day of 20

Data Protection Registration Certificate

Farnworth Shaw Solicitors Limited

65 Albert Road
Colne
Lancashire, BB8 0BZ

Registration reference: ZA510296

Date registered: 04 April 2019

Registration expires: 03 April 2025



Issued by: Information Commissioner's Office, Wycliffe House,
Water Lane, Wilmslow, Cheshire SK9 5AF

Telephone: 0303 123 1113

Website: ico.org.uk