



BWB Compliance

part of Bates Wells &
Braithwaite London LLP

Terms and Conditions

5 DECEMBER 2018

1. Terminology

- 1.1 In these terms and conditions and the associated engagement letter(s), references to 'you' and 'your' are to the client or clients named in the engagement letter(s). References to 'we', 'us' and 'our' are to Bates Wells & Braithwaite London LLP.
- 1.2 Your contract is with Bates Wells & Braithwaite London LLP (referred to in these terms and conditions as 'the LLP'), a limited liability partnership registered in England and Wales (OC325522). We are authorised and regulated by the Solicitors Regulation Authority (SRA ID: 465497) and we are authorised and regulated by the Financial Conduct Authority (Ref no. 466148).
- 1.3 Senior members of the LLP may sometimes be referred to as 'partners'. Any reference in these terms and conditions to a 'partner', in relation to the LLP, is a reference to a member of the LLP or to a consultant or employee of the LLP, with equivalent standing and qualifications. They are not in partnership with each other and the LLP is not in partnership with any of them.
- 1.4 These terms and conditions are subject to change from time to time and are updated on our website at www.bwblp.com.
- 1.5 References to BWB Compliance refer to a division of the LLP.

2. Our service

- 2.1 We undertake to give you a reliable, prompt and responsive service. If you have any problems, please let us know straight away (see section 3 below).

3. Complaints

If you do not feel that the service we have provided met your expectations then it is important to us that you let us know. Please raise any concerns with the partner responsible for your matter, whether about the service itself or with any aspect of your bill. Their contact details were provided to you when you first instructed us. Our aim will always be to deal with your concerns as quickly as possible and without recourse to any formal complaints procedure, if that is possible. If you are an organisation client then we would also encourage you to raise your concerns with the partner who manages the relationship with your organisation.

If it is clear that you remain dissatisfied then you will be sent a copy of this document setting out our formal complaints procedure.

Stage 1

You should write to our Compliance Officer for Legal Practice, Rebecca Bell, at r.bell@bwblp.com who heads up our Professional Standards & Risk team. Please clearly mark your letter 'Formal Complaint' and outline the cause of your dissatisfaction and if possible any action you would like us to take to remedy your concerns. If there are any circumstances which make it difficult for you to make a complaint in writing, please call our Professional Standards & Risk team on 020 7551 7777 who will do all they can to assist you.

Stage 2

We will acknowledge receipt of your complaint within five working days and inform you of the name of the person who will look into your complaint. We take any form of complaint very seriously and as a result of our ongoing commitment to ensuring good client care and quality of service, we might outsource stage 2 of our complaints procedure to an Independent

Complaints Handler. We believe that in some circumstances this can benefit our clients as it allows us to obtain an independent view on any complaints and gain constructive feedback on how our services can be improved. If your concerns are referred out to them, they will acknowledge your complaint within 5 working days and undertake a detailed investigation.

Stage 3

The person investigating the complaint will have full access to all the information and personnel that they require to investigate your complaint properly. They may contact you directly to discuss and confirm your heads of complaints and request any further information from you to assist the investigation. For more information, please see our [Privacy Notice](#).

We will ask the person investigating the complaint to recommend the action which they believe would be recommended by the Legal Ombudsman if the complaint was referred to the Legal Ombudsman.

Stage 4

The person investigating your complaint will provide you with an assessment report together setting out their findings and any relevant recommendations in respect of the issues you raise. A copy of the report will be first be forwarded to us. We will generally follow the recommendations made but if we think they are not appropriate we will explain our reasons to you.

We will investigate your complaint and provide our final response to you within 8 weeks of the date we receive it. We will not charge you for our time spent dealing with the complaint.

If we have to change any of the timescales above, we will contact you to explain why.

Stage 5

If for any reason you are not satisfied with the outcome, you can request a review of the findings by our Managing Partner. The review will take the form of a further investigation but merely focus on the report and findings from our Professional Standards & Risk team or Independent Complaints Handler. The request should be made in writing to m.bunch@bwblp.com. We will acknowledge receipt of your request within five working days.

3.1 Legal Ombudsman

If you are still not satisfied, the next step is for you to contact the Legal Ombudsman (<http://www.legalombudsman.org.uk/>) by one of the following methods:

- Telephone: 0300 555 0333
- Telephone outside the UK: + 44 12245 3050
- Email: enquiries@legalombudsman.org.uk
- By post: PO Box 6806, Wolverhampton, WV1 9WJ

The Ombudsman service is only available to members of the public, very small businesses, charities, clubs and trusts. If you are unclear about your position, you should contact the Legal Ombudsman direct to clarify whether or not they can deal with your complaint. Alternatively, please refer to the Legal Ombudsman's scheme rules which are available by clicking on the following link:

<http://www.legalombudsman.org.uk/downloads/documents/publications/Scheme-Rules.pdf>

You have the right to complain to the Legal Ombudsman at the conclusion of our complaints process providing you do so within 6 months of the date of our final written response. If you do not refer your complaint within that 6 month period your complaint may not be accepted by the Legal Ombudsman. You may also lose your right to refer a complaint to the Legal Ombudsman if it is more than 6 years since the event of which you are complaining or 3 years since you should have realised that you had a possible complaint.

3.2 Financial Ombudsman

If you have a complaint which relates to financial services (we will advise you if this is the case and provide you with an electronic copy of their consumer leaflet), when you have received our final response you can ask the Financial Ombudsman Service (www.financial-ombudsman.org.uk) to look into your complaint for you. This is a free independent service for resolving disputes between customers and financial services institutions. You have the right to complain to the Financial Ombudsman at the conclusion of our complaints process providing you do so within 6 months of the date of our final written response. If you do not refer your complaint within that 6 month period your complaint may not be accepted by the Financial Ombudsman. You may also lose our right to refer a complain to the Financial Ombudsman if it is more than 6 years since the event of which you are complaining or 3 years since you should have realised that you had a possible complaint.

They will ask to see the letter as a summary of our investigation of your complaint. The Financial Ombudsman Service details are as follows:

- Telephone: 0800 0234 567
- Email: complaint.info@financial-ombudsman.org.uk
- By post: Exchange Tower, Harbour Exchange, London E14 9SR

3.3 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.

We would hope that any concerns of this nature would be raised with the partner in charge of your matter but you can raise your concerns with the [Solicitors Regulation Authority](http://www.sra.org.uk).

Alternative complaints bodies such as ProMediate (<http://www.promediate.co.uk/>) exist, which are competent to deal with complaints about legal services should both you and our firm wish to use such a scheme. BWB does not agree to use ProMediate as we prefer the Legal Ombudsman's clear adjudication process.

3.4 Complaints about Fees

If you are dissatisfied with our bill, you also have the right to apply to the High Court for an assessment of our charges by an Officer of the Court under Part III of the Solicitors Act 1974. We hope that before making such an application you would first use our complaints procedure explained above.

The Legal Ombudsman may not consider a complaint about a bill if you have applied to the court for assessment of it. Interest may be payable on all or part of a bill if it is unpaid.

4. Limitation of liability

- 4.1 No individual member, employee or consultant of the LLP contracts with you personally, or assumes legal responsibility to you personally, for work performed on behalf of the LLP.

All communications with you in the course of our work, whether oral or written and whether signed by a member, consultant or employee, shall always be treated as having been sent or made on behalf of the LLP.

By engaging us, you agree that any claim of any sort shall be brought only against the LLP and that no claims will be brought personally against any of our members, employees or consultants who are involved in your work.

4.2 Our maximum liability in contract for contentious matters and in both contract and negligence for non-contentious matters is £3,000,000 (three million pounds).

This limit of liability applies to the total of all claims made against us by all of the clients named in the engagement letter. It does not apply separately to each individual client, or to each incident of loss or damage.

4.3 Paragraph 4.2 does not apply in respect of:

- death or personal injury;
- loss or damage arising from fraud or wilful default on our part; or
- any other situation in which the limitation of liability is prohibited by law.

4.4 We accept no responsibility other than to you. In particular, we accept no responsibility to your bankers, creditors, shareholders or investors, or to your other professional advisers.

If we are asked and agree in writing to give an opinion that might be relied on by someone other than you, we will write separately to set out the terms on which we are giving the opinion.

4.5 Our responsibility is limited to advising on the matters specified in our engagement letter. We will have no responsibility to advise on changes in the law that take place after our advice is given.

4.6 We advise only on the regulatory regime applicable to financial services firms in the United Kingdom. You will need to obtain advice on in relation to other jurisdictions separately. We can normally arrange this.

4.7 If you ask us to suggest another adviser, or if we suggest that you consult another adviser, either legal or otherwise, we assume no liability for their performance or actions, whether constituting an act or omission of negligence, breach of contract or otherwise.

If we instruct such advisers on your behalf, we will do so as your agent and you will be responsible for payment of their charges.

4.8 The role of BWB Compliance is to provide you with advice as regulatory experts; it is not part of our role to provide legal advice or tax advice, unless specifically agreed in an engagement letter.

4.9 Our advice can only be given on the basis of the information you provide. It is essential that you provide us with the information we need to carry out our work, and that the information is up to date, accurate and complete. You should notify us as soon as possible of any changes to the information you have given us and of any new information that may be relevant to our work for you. We reserve the right to stop acting for you if you do not provide us with important information, or changes in information, relating to your work.

5. **Billing**

5.1 How we bill you will depend on the work we are doing for you. In most cases, we produce regular interim bills (usually monthly and, if not monthly, quarterly) and a final bill at the end. Unless otherwise stated, interim bills will be payment on account of our final bill and will not necessarily reflect our full charges to the date of the interim bill. We may send you invoices by email.

If you have a question about a bill, please contact the partner responsible for your matter as soon as possible.

5.2 In the case of sale transactions, our fees will be payable out of the proceeds of the sale, when it completes, subject to any earlier payments that are needed. We reserve the right to deduct our fees from the proceeds, even if you have not agreed to them. This is subject to any adjustment in our fees that we agree to subsequently.

5.3 If you are a corporate client in the European Union, you should provide us with a copy of your headed notepaper showing your registration number for VAT, TVA or equivalent, to ensure we are not obliged to charge these.

5.4 For security reasons, we prefer all bill payments and payments on account to us to be made by bank transfer. Our bank details are as follows:

Coutts & Co. 440 Strand, London, WC2R OQS

Account No: 05398177 Sort Code: 18-00-02

Ref: Bates Wells & Braithwaite London LLP/File number and fee earner reference

Transfers from outside the UK will require the IBAN number:

GB27COUT18000205398177

6. Unpaid bills

6.1 Bills are payable 21 days from the date you receive them. After 21 days from the date of receipt, unpaid bills will carry interest at 4% above Coutts & Co's base rate. We reserve the right to charge such interest without notice.

6.2 We are allowed to hold any deeds or documents or other property belonging to you until you have paid any outstanding bills.

6.3 If you do not pay a bill, we reserve the right to stop working on any matters for you, and to ask for payment in full of all bills for work carried out for you to that date.

6.4 We may apply any funds in our client account, which are not held for a specific purpose, towards the settlement of outstanding bills.

7. Charges

7.1 We reserve the right, without notice, to increase our fees, from 1 April each year, by either 5% or in line with inflation (whichever is the greater) and, at any time, for individuals, when they move into a new charging band because of increased experience.

7.2 Our charges are exclusive of VAT and any expenses (disbursements) that we incur on your behalf, such as FCA application fees, couriers, copying and travel etc.

We will tell you about any major expenses before we incur them. It is likely that we will ask you to pay us in advance (including VAT) for any major expenses (such as for counsel's fees), to enable us to make payment when we receive the invoice.

It is a condition of this firm's retainer (our agreement to act for you) that you pay us for any expenses we incur or will incur on your behalf, as soon as we request payment from you.

- 7.3 It is our normal practice to ask new clients to make a payment on account when we start work for you. The payment will be credited against your bill, but it is important that you understand your total charges and expenses may be greater than any advance payments on account.

We reserve the right to stop working for you if any request for payment on account is not met promptly or if any bill is not paid in accordance with these terms.

- 7.4 Where we act for more than one client in relation to a matter, each client will, unless otherwise agreed by us in writing, be jointly and severally liable for our charges. In other words, each person is legally responsible for the full amount of our fees, disbursements and VAT as well as sharing the responsibility with the group of clients.

- 7.5 We give estimates of our charges in good faith but, unless otherwise agreed, our charges may be higher or lower than our estimates.

- 7.6 Appendix 1 details our policy with regard to the payment of interest to clients where we hold money within our client bank account.

8. Responsible individuals

- 8.1 Where our client is a private company, it is our usual practice to require one or more of the directors or shareholders ('responsible individuals') to be potentially personally responsible for payment of our fees and expenses. Whilst we would normally expect payment by the company, we reserve the right to recover payment from responsible individuals.

- 8.2 If there is more than one responsible individual, liability is joint and several, which means that each of them is individually responsible for paying the full amount of our fees and expenses - although, if that were to occur, that individual would normally have the right to recover a share from the others.

- 8.3 The liability of 'responsible individuals' is a primary, rather than a secondary, liability. This means that we are entitled to claim against responsible individuals directly, without having made claim against the company. We would only do this if absolutely necessary.

9. Maintaining your Confidentiality

- 9.1 As a regulated entity we have a professional duty to keep your affairs and anything we know about you confidential.

- 9.2 Unless otherwise authorised by you, we will keep confidential any information which we are provided with about you, unless:

- 9.2.1 it is information which is already in the public domain; or

- 9.2.2 it is information which is already lawfully in our possession at the time it is communicated by you to us; or

- 9.2.3 we are required to disclose any such information:

- (a) to our auditors, external assessors/ organisations who may conduct audits on our practice or other advisors or for the purposes of our professional indemnity insurance;
- (b) by law or other regulatory authority to which we are subject;

- (c) to any third party under the terms of an arrangement, authorised by you, regarding the funding of our charges and disbursements; and/or
- (d) to any third party to assist in the recovery of costs from your opponent.

Any such disclosure shall of course be conducted in confidence.

- 9.3 We have attained a number of quality standards as a result of which we are subject to periodic checks by external auditors or assessors. This could mean that your file is selected for checking. If you do not wish your file to be subject to such reviews then please notify us in writing. These external organisations are required to maintain confidentiality in relation to your file.
- 9.4 Your files may also be reviewed in any due diligence exercise relating to the sale or transfer of all or part of our business, the acquisition of another business by us or the acquisition of new business, or as part of our complaints handling procedure as set out above. We will ensure that such arrangements have express confidentiality agreements in place.
- 9.5 If you or we engage other professional advisers to assist with a matter we will assume, unless you notify us otherwise, that we may disclose information to such other advisers as necessary. We will ensure that express confidentiality agreements are in place with professional advisors appointed by us.
- 9.6 We may from time to time outsource some of our services, but only when it is cost effective to do so or required to provide advice on a niche area of expertise e.g. word processing/typing, translation services, company secretarial work, discrete areas of law. We will assume, unless you notify us otherwise, that we may disclose information to such outsourcing agents as necessary. All of our outsourcing arrangements have express confidentiality agreements in place.

10. Retention of papers and documents generally

- 10.1 The LLP will not necessarily keep a working file of papers as we are increasingly using electronic files.
- 10.2 If you do not make arrangements to collect any documents and/or if you fail to pay our bill and we retain documents and other information on your behalf, whether in paper/hard copy form or whether held in electronic/soft copy form, we reserve the right, upon giving you notice, to destroy or otherwise dispose of some or all of them as we see fit. We shall be entitled to recover the costs of doing so from you as a debt due and shall be entitled to keep any proceeds of sale or disposal. You agree that we will have no liability to you for any loss or damage you may suffer as a result of the disposal or destruction of such documents and/or data.
- 10.3 We reserve the right to destroy any historic working file of papers and other correspondence currently held in storage (but not original documents or deeds which remain in force) at any time after 12 years from the date of creation. If you object to this, please let us know. We will not destroy documents that you ask us to deposit in safe custody, but we reserve the right to charge for storage.

11. Data protection

- 11.1 As a general rule we are a data controller in respect of personal data that you give us in relation to our services. We will comply with the Data Protection Act 2018 and the General Data Protection Regulation in connection with all personal data that we receive from you relating to the services. Our use of that information is subject to your instructions, applicable data protection laws and regulations and our duty of confidentiality. Unless it is in accordance with our instructions from you, or as detailed in clause 12 of these terms, we will not disclose

personal data. We will take all reasonable steps to ensure that appropriate technical and organisational measures are in place to protect the security of personal data.

11.2 We will collect and process any personal data you provide to us in accordance with our Privacy Notice included at Appendix 2 and set out on our website at www.bwbllp.com. In summary we will process personal data for the following reasons: to provide you with the services you have requested; to comply with applicable laws and regulations; for administrative purposes; and to provide you with information about us and our services, including legal updates.

11.3 If, at any time, you do not wish to receive further information about us and our services, please let us know by

- emailing your request to contactus@bwbllp.com; or
- using the 'unsubscribe' link in emails

12. Intellectual property

12.1 Unless otherwise agreed in writing, we own any intellectual property in anything we produce under our retainer with you. Unless we inform you to the contrary in writing, a perpetual non-exclusive licence to use our intellectual property for the purposes in respect of which you have instructed us is automatically granted to you. In the event of non-payment of our costs, we may immediately terminate any licence granted and require the immediate delivery up or destruction of intellectual property.

13. Anti-money laundering, terrorist financing and financial crime

13.1 In order to comply with The Money Laundering, Terrorist Financing and Transfer of Funds (Information on the Payer) Regulations 2017 and the Proceeds of Crime Act 2002 (and any subsequent amendments) (the 'Regulations') we are required to satisfy ourselves that we are not unwittingly involved in money laundering or terrorist financing. The legislation contains comprehensive requirements regarding client identification, record keeping and mandatory reporting. These requirements are embedded within our client inception procedures.

13.2 In respect of work governed by these Regulations, the obligations require us to confirm and verify the identity of individuals and organisations which instruct the LLP and any beneficial owners before accepting new instructions, and to review this from time to time. BWB does not distinguish between work which is governed by the Regulations and that which is not. We apply a basic standard of diligence to all of our clients with enhanced requirements as assessed in accordance with the Regulations. To avoid the need to request detailed identity information from you, we may use external service providers or conduct electronic verification of your identity which includes searching databases containing publicly available information. We may additionally ask for further evidence of your identity and address. When acting for a company or other organisation we need to identify the individual providing us with instructions and may request evidence that the individual has the necessary authority to instruct us. Types of evidence we may request include: certified copies of documents evidencing the identity and address of an individual e.g. passport/ driving licence and of a recent gas, electricity, water or council tax bill or a bank statement addressed to you at your home address; constitutional documents e.g. memorandum and articles of association or trust deeds; or the most recent accounts of an organisation. If you do not provide satisfactory evidence or information within a reasonable time, we may have to stop acting for you.

13.3 From time to time we may require evidence of the identity of other connected parties so that we may comply with our statutory or regulatory obligations.

13.4 Solicitors are under a professional and legal obligation to keep clients' affairs confidential. This obligation is subject to certain statutory exceptions. Legislation on money laundering

and financing terrorism has placed solicitors under a positive obligation to notify the National Crime Agency if, for example, we have suspicions of money laundering activities. You acknowledge, as a condition of these terms, that this obligation will in certain circumstances override our duty of confidentiality. We may not be able to tell you that we have made such a report, nor may we tell you the reasons for it or do anything which could prejudice any money laundering or other investigation that is being or is about to be conducted. If we were to do so we would ourselves be committing a criminal offence. In such circumstances, we may have to delay or stop acting for you in the matter.

14. Disclosures to HM Revenue & Customs

- 14.1 Legislation may require us to disclose to HM Revenue & Customs details of transactions that may result in a tax advantage. If we consider that this is the case, we will tell you, and you agree to give us the information and assistance that is necessary for us to meet our obligations in this regard, within the time required by law.

We will aim to secure your consent to such disclosure, but we may be required to make disclosure whether you consent or not. We will not be responsible for any loss (including, without limitation, additional tax, interest or penalties) that may happen as a result of our having done so.

15. Conflicts of interest

- 15.1 We have procedures in place to identify conflicts of interest at the start and throughout the course of your matter and will always carefully consider our professional obligations in relation to instructions from you or any other client. Conflicts of interest can and do arise and, if this happens, we might have to stop acting for you. This might be, for example, because we have discovered information, while acting for another client, which we would normally have to tell you, but telling you would conflict with our duty to the other client. In these circumstances we reserve the right to withhold this information and to stop acting for you.
- 15.2 Where our professional rules allow, and no conflict exists, you agree that after we cease to act for you, we may act or continue to act for another client in circumstances where we hold information which is confidential to you and material to the engagement with that other client. We will not, however, disclose your confidential information to that client.
- 15.3 We act for many clients at any one time; some of them may operate in the same industry or sector as you do. You agree that the fact that other current or future clients may have, or may develop, commercial interests adverse to you will not of itself prevent us from acting for them.
- 15.4 We maintain databases of know-how, to which advice and documentation relating to your work may be added. These databases are securely maintained and will not affect our obligations of confidentiality to you.

16. Termination

We may terminate instructions at any stage if:

- we consider it inappropriate to continue acting;
- you do not accept our advice;
- you fail to pay bills or sums on account promptly;
- we cannot get clear instructions from you

If we stop acting for you, you will be liable to pay our charges for work done to the date of termination and any charges that result from it.

17. Agreement

17.1 Your continuing instructions will amount to your acceptance of these terms and conditions.

17.2 The laws of England and Wales govern all contracts between us and our clients and any 'responsible individual'. It is a term of our retainer (agreement to act for you) that any claim made against us must be made in the courts of England, which will have exclusive jurisdiction in respect of any such claim, subject to our rights to commence proceedings in any other jurisdiction.

Appendix 1 – Payment of interest in relation to monies held on behalf of clients

1. When we receive money from or on behalf of a client (“Client Money”), it will be paid into a general client account with our bank.
2. We will account for interest on Client Money to such extent as it is fair and reasonable to do so in all the circumstances in order to achieve a fair outcome for both the client and ourselves. We seek to comply with Rules 22 & 23 of the SRA Accounts Rules 2011.
3. We do not pay the full rate of interest that we earn on general client funds as this is at an enhanced rate that we can secure from holding large levels of client funds in aggregate. Under Rule 13.8 of the SRA Accounts Rules 2011 money held in a client account must be immediately available, even at the sacrifice of interest, unless the client otherwise instructs, or the circumstances clearly indicate otherwise. Accordingly we pay the same rate of interest as set by Coutts & Co in relation to its Client Account; we believe this enables clients to receive a fair market rate of interest whilst providing us with a return for administering and managing client funds, which have to be audited annually at our expense.
4. The interest payable will be calculated from the date of receipt of cleared funds to the likely date of receipt of interest by the client. We will allow 5 working days for cheque clearance. BACS payments received by us will be treated as cleared funds on the date of receipt. The interest will be calculated on the balance of Client Money held from time to time during the period in question. It will not be compounded.
5. In the event that the total calculated interest due to the client on a specific matter is £30.00 or less, then no interest will be payable to the client, as it is considered that such a sum may reasonably be retained by us to cover the administrative cost of managing those funds. If Client Money is held in relation to separate matters for the same client, other person or trust, we will normally treat the money as relating to the different matters separately unless otherwise specifically agreed in writing.
6. We will generally calculate and pay interest at the conclusion of a matter the interest will be paid gross of tax and the client has the responsibility of declaring the interest received to HMRC for taxation purposes.
7. Clients may undertake alternative arrangements to hold their funds privately during the course of any matter or they may request that the funds are held by us in a separate designated client deposit account. In the event of any client undertaking such special arrangements, we reserve the right to make a charge at the fee earner rates applicable to the matter for any reasonable additional time or third party costs incurred in satisfying the client’s request in relation to their funds.
8. We will review and reserve the right to amend this policy on a quarterly basis and also whenever there is a change to the Bank of England Base Rate.

Appendix 2
Bates Wells & Braithwaite London LLP
Privacy Notice

Bates Wells & Braithwaite London LLP (referred to as "BWB") is a limited liability partnership registered in England and Wales with registered number OC325522.

Our registered office and principal place of business is 10 Queen Street Place London EC4R 1BE and our registration number for Value Added Tax in the UK is GB244270186. BWB is authorised and regulated by the Solicitors Regulation Authority (SRA) and authorised and regulated by the Financial Conduct Authority (FCA). BWB is also registered with the Information Commissioners Office (ICO) for data protection purposes. We use the word 'partner' throughout the site to refer to a member of the LLP, or an employee or consultant with equivalent standing and qualifications and a full list of partners is available on this website (here) and at our office.

Client confidentiality and the protection of information is a fundamental feature of our relationship with our clients. As a professional services firm, regulated by the Solicitors Regulation Authority and the Financial Conduct Authority, BWB has specific statutory, common law and regulatory obligations regarding the maintenance of client confidentiality and the protection and processing of Personal Data.

This Privacy Notice (together with any other documents referred to in it) sets out how and why we process any Personal Data we collect from you, or that you provide to us.

Please read This Notice carefully as it contains important information on who we are and how and why we collect, store, use and share your Personal Data. It also explains your rights and how to contact us or our supervisory authority in the event you have any concerns we are unable to address.

When we use your Personal Data we are required to do so in accordance with the General Data Protection Regulation (GDPR). We are responsible as 'controller' of your Personal Data for the purposes of the GDPR. We will use your Personal Data in accordance with your engagement with us and your instructions, the GDPR, other relevant UK and EU legislation and our professional duty of confidentiality.

1. **Frequently used terms**

Term	Meaning
Criminal Offences Data	means Personal Data relating to criminal convictions and offences, allegations, proceedings, and related security measures;
Data Security Breach	means any act or omission that may or may already have compromised the security of Personal Data, e.g. accidental loss, destruction, theft, corruption or unauthorised disclosure of Personal Data;
Data Controller	is the entity which determines the purposes for which, and the manner in which, any Personal Data is processed. It has a responsibility to establish practices and policies in line with the Act. BWB is the data controller of all Personal Data used in its business;
Data Processor	includes any person who processes Personal Data on behalf of a Data Controller. Employees of Data Controllers are excluded from this

	definition but it will include suppliers which handle Personal Data on BWB's behalf such as outsourced service providers;
Data Subject	means the individual to whom the Personal Data relates;
EEA	means the European Economic Area;
GDPR	General Data Protection Regulation which applies across the European Union (including in the United Kingdom);
ICO	means the Information Commissioner's Office, the UK's independent data protection and information regulator;
Our Professional Regulators	Solicitors Regulation Authority (00465497); and Financial Conduct Authority (466148);
Personal Data	means information relating to identifiable individuals such as clients, contacts, suppliers, job applicants. This includes expression of opinion about the individual and any indication of someone else's intentions towards the individual. Personal Data includes Special Category Personal Data and Criminal Offences Data;
Processing Information	means obtaining, recording, organising, storing, amending, retrieving, disclosing and/or destroying information, or using or doing anything with it. Processing also includes transferring Personal Data to third parties;
Special Category Personal Data	Personal Data revealing racial or ethnic origin, political opinions, religious beliefs, philosophical beliefs or trade union membership, Genetic and biometric data, and data concerning health, sex life or sexual orientation;
This Notice	this Privacy Notice; and
We, us, our	Bates Wells & Braithwaite London LLP trading as Bates Wells Braithwaite and BWB.

2. **Personal Data we collect about you**

This Notice sets out the information we collect about:

- People who use or enquire about using our services
- Visitors to our website
- Job applicants and potential job applicants
- Complainants
- People whose services we use
- Third parties whose Personal Data we are required to process in the course of providing professional services

3. **People who use or enquire about using our services**

We ask for your Personal Data as it enables us to provide our service to you. If you do not provide the Personal Data we request, it may delay or prevent us from providing services to you.

Personal Data we collect in the course of advising and/or acting for you may include:

Personal Data we will collect	Personal Data we may collect depending on why you have instructed us
<ul style="list-style-type: none"> - Your name, address and telephone number - Information to enable us to check and verify your identity, e.g. your date of birth or passport details - Electronic contact details, e.g. your email address and mobile phone number - Information relating to the matter in which you are seeking our advice or representation - Your financial details so far as relevant to your instructions, e.g. the source of your funds if you are instructing on a purchase transaction - Your use of our IT, communication and other systems, and other monitoring information, e.g. if using our secure online client portal. 	<ul style="list-style-type: none"> - Your National Insurance/National ID and tax details - Your bank and/or building society details - Details of your professional online presence, e.g. LinkedIn profile - Details of your marital status/civil partnership <ul style="list-style-type: none"> - spouse/partner and dependants or other family members including children (consent required from parent or guardian) - Your employment status and details including salary and benefits - Your nationality and immigration status and information from related documents, such as your passport or other identification, and immigration information - Details of your pension arrangements - Your employment records including, where relevant, records relating to sickness and attendance, performance, disciplinary, conduct and grievances (including relevant special category Personal Data) - Your racial or ethnic origin, gender and sexual orientation, religious or similar beliefs - Your trade union membership - Personal identifying information, such as your eye colour or your parents' names - Your medical records

4. Processing of Special Category Personal Data

The GDPR recognises certain categories of personal information as sensitive and therefore requiring more protection, for example information about your health, ethnicity and political opinions (please see the definition of Special Category Personal Data above for more details).

In certain situations, we may collect and/or use these Special Category Personal Data (for example, if we are providing you with employment advice in relation to discrimination). We will only process Special Category Personal Data if there is a valid reason for doing so and where the GDPR allows us to do so.

5. Visitors to our website

Our website uses cookies to record visits to the website (www.bwbllp.com). This helps us to improve our website and in turn provide you with a better experience when you are browsing. When someone visits our website we use a third party service, Google Analytics, to collect standard internet log information and details of visitor behaviour patterns. 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 anyone. We do not make any attempt to find out the identities of those visiting our website. If we do want to collect personally identifiable information through our website, we will be up front about this. We will make it clear when we collect Personal Data and will explain what we intend to do with it.

Please see our [Cookie Policy](#) for more information.

The Personal Data we collect from visitors to our website also applies to people who subscribe to our newsletters, seminars or other publications.

Personal Data we may collect depending on why you use our website

- Your name, email address, telephone number and home address
- Name of your organisation and job title
- Information relating to the matter in which you are contacting us about
- Payment details
- Dietary or access requirements

6. Job applicants and potential job applicants

Within the definition of job applicants, we include individuals applying for vacation scheme placements or work experience. Personal Data we may collect includes:

Personal Data we will collect	Personal Data we may collect depending on your relationship with us
<ul style="list-style-type: none"> - Your name - Your qualifications - Work history 	<ul style="list-style-type: none"> - Your address and phone number - Your date of birth/age - Professional membership details - Details of your professional and personal online presence, e.g. LinkedIn or Facebook profile - Details of your marital status/civil partnership - Your employment status and details including salary and benefits - Your nationality and immigration status - Your racial or ethnic origin, gender and sexual orientation, religious or similar beliefs to assist with our internal diversity monitoring procedures and to meet our regulatory requirements - Pregnancy and maternity status - Your trade union membership - Information about any disability you may have - Information about criminal offences - Your National Insurance/National ID and tax details - Electronic contact details, e.g. your email address and mobile phone number - Any interview notes or assessments you may have completed - References and other information relating to past employment - Your photograph

7. Complainants

We are committed to providing a high-quality service to all our clients, however when concerns are raised with us, we may collect Personal Data such as:

Personal Data we may collect depending on the nature of your complaint

- Your name, address, telephone number, email address and mobile phone number
- Information relating to the matter in which you sought our advice
- Your bank and/or building society details
- Details of your spouse/partner and dependants or other family members
- Your nationality and immigration status and information from related documents, such as your passport or other identification, and immigration information
- Your racial or ethnic origin, gender and sexual orientation, religious or similar beliefs (only where this is necessary in order to address your complaint).

For more information about our Complaints Procedure, [please click here.](#)

8. People whose services we use

Where we engage individuals or organisations to carry out services for us we may be required to process Personal Data of the service provider or its personnel in order to facilitate the provision of the service. We may also collect and retain information to enable us to evaluate that service.

Any such processing will be governed by contractual terms between us and the service provider, but the general provisions as to data security retention periods etc. as set out in This Notice will apply.

9. Third parties whose Personal Data we process in the course of providing professional services

We are often required to process Personal Data of third parties as part of the service we offer to our clients.

We will not usually inform you that we are processing your Personal Data in this way, because your Personal Data will be subject to legal professional privilege, and so be exempt from the transparency requirements of Article 14 GDPR. In accordance with the same provisions, we are not required to respond to a subject data access request to our firm where the Personal Data requested is covered by legal professional privilege

However, we will observe all of the provisions of the GDPR where we are not exempted by reason of legal professional privilege. In particular, we will take appropriate technological and organisational measures to ensure that such Personal Data are kept secure and not retained for longer than is necessary.

10. How your Personal Data is collected

We collect most of this information directly from you. However, we may also collect information from other sources:

Where we may collect data	Examples
Publicly accessible sources	<ul style="list-style-type: none"> - Companies House, - Charity Commission - HM Land Registry - Intellectual Property Office
Directly from a third party (consent will be sought where)	<ul style="list-style-type: none"> - Sanctions screening providers - Credit reference agencies - Client due diligence providers - Professional Regulators and other Professional bodies

required)	<ul style="list-style-type: none"> - From our clients where your personal information is relevant to the matter on which they have instructed us - Your bank or building society, another financial institution or advisor - Consultants and other professionals we may engage in relation to your matter - Your employer and/or trade union, professional body or pension administrators; - Your doctors, medical and occupational health professionals - Recruitment agencies
Via our own or our landlord's information technology systems	<ul style="list-style-type: none"> - Case management, document management and financial management systems - Door entry systems and reception logs; - Automated monitoring of our websites and other technical systems, such as our computer networks and connections, CCTV and access control systems, communications systems, email and instant messaging systems
Via Social Media Platforms	<ul style="list-style-type: none"> - Depending on your privacy settings for social media services, we may also access information from those accounts or service - When you interact with us on Facebook, Twitter, or LinkedIn

11. How and why we use your Personal Data

We can only use your Personal Data if we have a proper reason for doing so, e.g.

- to comply with our legal and regulatory obligations;
- for or in the performance of our contract with you or to take steps at your request before entering into a contract;
- for our legitimate interests or those of a third party; or
- where you have given consent.

We won't share your information with any other organisations for marketing, market research or commercial purposes, and we don't pass on your details to other websites.

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

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

What we use your Personal Data for	Our reasons and the legal basis for processing
<ul style="list-style-type: none"> - To provide professional services to you (or in relation to you - not directly to you) including sharing data with the courts in the course of litigation. 	<ul style="list-style-type: none"> - For the performance of our contract with you or to take steps at your request before entering into a contract.
<ul style="list-style-type: none"> - Conducting checks to identify our clients and verify their identity; Screening for financial and other sanctions or embargoes; Other processing necessary to comply with professional, legal and regulatory obligations that apply to our business, e.g. under health 	<ul style="list-style-type: none"> - To comply with our legal and regulatory obligations.

What we use your Personal Data for	Our reasons and the legal basis for processing
and safety regulation or rules issued by our Professional Regulators.	
- Gathering and providing information required by or relating to audits, enquiries or investigations by our Professional Regulators or other regulatory bodies and external assessors from our global certification providers.	- To comply with our legal and regulatory obligations. For our legitimate interests or those of a third party, e.g. to make sure we are following our own internal procedures so we can continuously improve our service to you
- Ensuring business policies are adhered to and operational reasons, such as improving efficiency, training and quality control.	- For our legitimate interests or those of a third party, e.g. to make sure we are following our own internal procedures so we can continuously improve our service to you.
- Ensuring the confidentiality of commercially sensitive information.	- For our legitimate interests or those of a third party, e.g. to protect our intellectual property and other commercially valuable information. To comply with our legal and regulatory obligations, for instance regulations to combat insider trading and other market abuse.
- Statistical analysis to help us manage our practice, e.g. in relation to our financial performance, client base, work type or other efficiency measures or in relation to diversity monitoring.	- For our legitimate interests or those of a third party, e.g. to make sure we are following our own internal procedures so we can continuously improve our service to you.
- Preventing unauthorised access and modifications to systems.	- For our legitimate interests or those of a third party, e.g. to prevent and detect criminal activity that could be damaging for us and for you - To comply with our legal and regulatory obligations
- Updating client records.	- For the performance of our contract with you or to take steps at your request before entering into a contract. To comply with our legal and regulatory obligations. For our legitimate interests or those of a third party, e.g. making sure that we can keep in touch with our clients about existing and new services
- Statutory returns and regulatory returns	- To comply with our legal and regulatory obligations
- Ensuring safe working practices, staff administration and assessments	- To comply with our legal and regulatory obligations - For our legitimate interests or those of a third party, e.g. to protect the wellbeing and ensure the safety of you and our people
- Marketing our services to: existing and former clients; and third parties who have expressed an interest in our services	- For our legitimate interests or those of a third party, i.e. to promote our business to existing and former clients

12. **How we use personal data relating to other individuals collected from you**

In the course of providing you with our services, you may provide us with personal data of individuals who are not aware of our involvement or of our processing of their personal data (for instance, personal data of employees in the course of a corporate acquisition). In such situations, we are not likely to have any direct contact with individuals whose personal data

we are processing, or it may for other reasons (for instance, to maintain confidentiality) not be appropriate for us to provide them with a privacy notice setting out how we process their personal data. Before you pass any such personal data to us, you must therefore ensure that the relevant individuals have received any requisite privacy notices in connection with the performance of our services. Additionally, please direct any individuals who interact with us on your behalf to this Privacy Notice, a link to which is also contained in the footer of our emails.

13. Promotional communications

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

We have a legitimate interest in processing your Personal Data for these purposes (see above 'How and why we use your Personal Data'). This means we do not usually need your consent to send you these communications. However, where consent is needed, we will ask for this consent separately and clearly. You have the right to withdraw this consent at any time.

We will always treat your Personal Data with the utmost respect and never sell OR share it with other organisations outside this Firm for marketing purposes.

If you would prefer not to receive any promotional communications, you can request this at any time by:

- emailing your request to contactus@bwbllp.com; or
- using the 'unsubscribe' link in emails.

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

14. Who we share your Personal Data with

Who we may share your Personal Data with	Examples
- Professional advisers who we instruct on your behalf or refer you to	- Barristers, solicitors, accountants, tax advisors or other experts
- Other third parties where necessary to carry out your instructions	- Mortgage or loan provider, HM Land Registry, Companies House, Charity Commission, Intellectual Property Office, Home Office and other experts
- Insurers and brokers	- Professional Indemnity, Employers Liability and Public Liability Insurance
- External auditors	- In relation to ISO accreditation and the audit of our accounts
- Our banks	- Pooled client account
- External service suppliers, representatives and agents that we use to make our business more efficient	- Word processing/typing, translation services, company secretarial work and discrete areas of law
- Law enforcement agencies and regulatory bodies	- To comply with our legal and regulatory obligations with our Professional Regulators and other bodies such as the National Crime Agency

We only allow our service providers to handle your Personal Data if we are satisfied they take appropriate measures to protect your Personal Data. We also impose contractual obligations on service providers to ensure your confidentiality is maintained.

We may also need to share some Personal Data with other parties, such as potential buyers of some or all of our business or during a re-structuring. We would ensure that any recipient of the information would be bound by confidentiality obligations.

15. Where your Personal Data is held

All electronic information is held on servers within BWB's offices. Backup servers are held offsite within the UK. Our network is protected by Cisco firewalls https://www.cisco.com/c/en_uk/index.html and the firm has obtained Cyber Essentials Plus accreditation (<https://www.cyberessentials.ncsc.gov.uk/> <https://www.gov.uk/government/publications/cyber-essentials-scheme-overview>). This accreditation is a government backed scheme supported by the National Cyber Security Centre (<https://www.ncsc.gov.uk/>). The firm undertakes audits and testing of the robustness of its protections.

Information may also be held by other third parties as described above (see '**Who we share your Personal Data with**').

To deliver services or manage our relationship with you, it is sometimes necessary for us to share your Personal Data outside the European Economic Area (EEA), e.g. -

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

Many non-EEA countries do not have the same data protection laws as the United Kingdom and EEA. We will, however, take reasonable steps to ensure any such supplier has in place appropriate measures to protect your information and any contract includes appropriate clauses about the use of data e.g. if the company is based in the USA, we will confirm whether it is accredited under the EU-US Privacy Shield.

16. How long your Personal Data will be kept

We will keep your Personal Data after our relationship has come to an end. We will do so for one of these reasons:

- to respond to any questions, complaints or claims made by you or on your behalf;
- to show that we treated you fairly;
- to keep records required by our Professional Regulators or any applicable law or regulation;
- for business management purposes.

We will not keep your Personal Data for longer than necessary for the purposes you provide it to us and as set out in This Notice. Different retention periods apply for different types of data depending on the nature of the matter you have asked us to advise on and the purpose for which it was collected. Further details are available on request.

17. **Your rights explained**

It is important that you understand what rights you have in respect of the Personal Data and Special Category Personal Data that we hold about you. To let us know that you wish us to exercise any of your rights outlined below, unless stated otherwise, please do this by either contacting the individual responsible for your matter or by emailing risk@bwblip.com or writing to the Compliance Officer for Legal Practice at this Firm's address.

The right to be informed (knowing how we will use your data)	You have the right to be told how we will use your Personal Data – which is set out in This Notice. We also provide you with additional notices when you provide us with your Personal Data.
The right of access (being provided with copies of your data)	You have the right to ask us to provide you with a copy of your Personal Data. We will supply any information you ask for as soon as possible but may take up to 1 month once we are satisfied as to your identity. We will not charge you for this. This is called a data subject access request.
The right to rectification (changing incorrect information we hold)	If you believe our records are inaccurate you have the right to ask for those records concerning you to be updated. Contact details for any requests can be found above.
The right to be forgotten (erasure) (requesting deletion of your Personal Data)	In some cases, you have the right to be forgotten (i.e. to have your Personal Data deleted from our database). Where you have requested that we do not send you marketing materials we will need to keep some limited information in order to ensure that you are not contacted in the future.
The right to restrict processing (limiting how we use your data)	In certain situations you have the right to ask for processing of your Personal Data to be restricted because there is some disagreement about its accuracy or legitimate usage.
The right to data portability (moving your data in a useable format)	You have the right to request the Personal Data you provided to us, in a structured, commonly used and machine-readable format and/or transmit that data to a third party—in certain situations
The right to object (when we must stop processing your data)	You have the right to object to us processing data purely for our legitimate interests. If you make such a request, we must stop processing your Personal Data unless: <ul style="list-style-type: none"> - we can demonstrate compelling legitimate grounds for the processing, which override your interests, rights and freedoms; or - the processing is for the establishment, exercise or defence of legal claims.
Right not to be subject to automated decision making including profiling (making a decision solely by automated means without any human involvement)	The right not to be subject to a decision based solely on automated processing (including profiling) that produces legal effects concerning you or similarly significantly affects you. BWB does not undertake automated decision making or profiling.

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

18. **Keeping your Personal Data secure**

We have appropriate security measures to prevent Personal Data from being accidentally lost, or used or accessed unlawfully. We limit access to your Personal Data to those who

have a genuine business need to access it. Those processing your information will do so only in an authorised manner and are subject to a duty of confidentiality.

We also have procedures in place to deal with any suspected Data Security Breach. We will notify you and any of our Professional Regulators or other applicable regulator of a suspected Data Security Breach where we are legally required to do so. For further information, please contact our Professional Standards & Risk department at risk@bwblp.com.

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. **How to raise a concern**

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

In the event that we are unable to satisfy your concerns, the GDPR also gives you right to raise your concerns with a supervisory authority. The supervisory authority in the UK is the Information Commissioner who may be contacted at <https://ico.org.uk/concerns> or telephone: 0303 123 1113.

The ICO's address is: Information Commissioner's Office, Wycliffe House, Water Lane, Wilmslow, Cheshire, SK9 5AF.

20. **Changes to the terms of This Notice**

This Notice was published in May 2018.

We may change This Notice from time to time, when we make any significant changes we will inform you via a notice on our website and within our email footers. Where it is practicable, we will notify you directly if there are any material changes to This Notice. However, we encourage you to review This Notice periodically to be informed of how we use your Personal Data.

We will only notify individuals who are directly engaging with us about these changes. We will not notify any third parties whose Personal Data we process during the provision of our services.

21. **How to contact us**

Please contact our Professional Standards & Risk department if you have any questions about This Notice or the information we hold about you. You can contact them by:

Post Bates Wells Braithwaite, 10 Queen Street
Place, London, EC4R 1BE

Email risk@bwblp.com

Phone 020 7551 7777

Please use the same contact details if you would like This Notice in another format (for example audio, large print, braille).

Notice dated May 2018