Anthony Collins

TERMS AND CONDITIONS

Anthony Collins Solicitors LLP is a limited liability partnership registered in England and Wales (partnership number OC313432). Our registered office is at 134 Edmund Street, Birmingham, B3 2ES

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Terms and conditions of business for

Anthony Collins Solicitors LLP trading as Anthony Collins

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Interpretation

We or **us** or **our:** refers to Anthony Collins Solicitors LLP

You or **your**: refers to you as the instructing client or clients on a matter.

Disbursement: A fee paid to another person or organisation that will be paid for by you in advance or paid by us on your behalf and recovered from you.

1 General

1.1 These terms and conditions apply to work that you have instructed us to carry out. Together with our client care letter or proposal document they form our contract with you. They can be found in the “what we do” pages of our web site.

1.2 If there are any inconsistencies between these terms and conditions and our client care letter and/or proposal document, the client care letter and/or proposal document will prevail.

1.3 Unless we agree otherwise with you, these terms and conditions will apply to any future instructions you give us. We will notify you about any substantive changes to terms and conditions during the period that we are working with you.

1.4 Your continuing instructions confirm that you accept these terms and conditions but please sign and date the copy of our client care letter and/or proposal document and return it to us immediately. This will help us to be confident that you understand the basis on which we will act for you.

1.5 We are a limited liability partnership ("LLP"). References to "partners" in these terms and conditions of business and in our client care letter and/or proposal document are to "members" of Anthony Collins Solicitors LLP.

2 Responsibility for your work

2.1 The person who will carry out most of the work in this matter and the person with responsibility for its supervision will be set out in our client care letter and/or proposal document.

2.2 Trainee solicitors and paralegals may do work for you under the supervision of solicitors. Their use is cost effective where they perform tasks such as research, administration and preparing first drafts of documents and letters. You may ask for details of all those working for you at any time.

2.3 If for any reason any of the advisers assisting you in this matter are unavailable, please ask for their secretary or another member of their team who will try to assist or take any message for you.

2.4 Some of the people advising you may not be solicitors although they work under the

supervision of solicitors. We believe that this can benefit you because we can, where appropriate, introduce a range of disciplines and backgrounds to help us with the particular issues involved with your work. We accept responsibility for the work they do in the same way as we do for all our solicitors. We will be happy to provide you with a list of the non-solicitors working for us should you request it and we will always tell you if a non-solicitor is assisting with your matter.

2.5 We may sub-contract aspects of your work to appropriate specialists. If we do so, we will inform you and we accept responsibility for their work, unless we agree otherwise with you.

3 Contact Service standards

3.1 **Telephone calls:** We will return all calls within one working day. Where the recipient of the call is not available we will inform you when you can expect a response from the person you have contacted or a suitable alternative person.

3.2 **Voice mail:** We will always use a voicemail service that provides you with the option to speak to a person. Where messages are left on a voicemail, the person you have called will contact you as soon as possible. Before a period of absence, we will either set up call transfer to a suitable person or arrange for someone to pick up and respond to messages left on voicemail. When responding to a voicemail message for a person who is away from work, we will ask you to indicate the urgency of your enquiry and when a response is required by.

3.3 **E-mails:** We will respond to emails within one working day. When available, but not able to provide an immediate substantive response; we will send a short email confirming when we expect to make contact. We will provide a substantive response by the deadline agreed or provide an update of our progress.

3.4 When away from work, “automatic reply” messages will state when we return and who can be contacted if you have an urgent enquiry. In these circumstances the automatic reply message will fulfil our service standard. When someone is away from work for an extended period we will arrange for someone else to cover their email traffic.

3.5 **Letters:** We will reply to letters within three working days. Involved or detailed responses may be preceded by and acknowledgment saying when a full reply will follow.

3.6 **Instructions:** We will acknowledge new instructions and identify the legal practitioner who will deal with your new matter within two working days.

3.7 **Keeping you up to date**: We will keep you updated monthly or at agreed periods on all live instructions. All live files are monitored at least monthly.

3.8 **Use of language**: We will deliver our service to you in plain English.

4 What you can expect from us and what we expect from you

4.1 Our responsibility to you is to conduct the work we do for you in a professional, competent, expeditious and cost effective way. We will:

- represent your best interests and keep your business confidential;
- explain to you the legal work which may be required and the prospects of achieving your desired outcome;
- ensure that you understand the likely degree of financial risk which you will be taking on;
- advise you if alternative legal funding might be available to you;

4.2 Your responsibility to us is to ensure that:

- you give us all the information we need as quickly as possible when requested and to let us know of any information that comes to your knowledge that is in any way relevant to the work we are doing for you as soon as you receive it;
- you put us in funds in respect of any payments (disbursements) we need to make on your behalf in good time so as to ensure there is no delay in us being able to make such payments, and to pay all bills promptly upon receipt so as to ensure that we are able to continue working for you without interruption and so that you do not incur interest charges;
- you ensure you attend punctually for all appointments - if you are late, we may not be able to spend as long with you as we need to if we have another commitment scheduled after your appointment.
- if you are unable to attend an appointment, or you know you are going to be late, you contact us in advance, giving us at least 24 hours’ notice if possible.

5 Charges and expenses

5.1 Our charges are set out in our client care letter and/or proposal document. Charges are based upon the time we spend dealing with your matter. We may be able to agree an alternative charging arrangement such as a fixed fee.

5.2 **Disbursements and expenses:** In addition to our charges, we will charge you for disbursements and expenses if these occur in your matter. These may include, telegraphic transfer fees paid to our bank, court fees, counsel's fees, agent's and expert's fees, search fees, stamp duty, stamp duty land tax, registration fees, courier fees, costs draftsman's fees, company searches, telephone conference calls, secretarial support outside normal business hours and travel. Expenses will generally be itemised in our bills. The cost of routine telephone calls, postage and

photocopying is included in our charges and will not be charged as a separate expense.

5.3 **VAT:** We will charge VAT on our charges at the applicable rate at the time our bill is issued to you. If we have agreed a fixed fee with you we will add VAT to our charge at the rate that applies when the work is done. VAT will also be payable on certain expenses and disbursements.

5.4 Our charging rates are reviewed on 1 May in each calendar year. We may also review our rates at any other time. Please also note that the qualification levels of solicitors and their associated charging rate may increase during the course of the matter. Should rates change before the matter is concluded we will inform you of the new rates.

5.5 If we do not complete the work, we will charge you for the prior work done and expenses incurred.

5.6 Please remember that you can at any time ask for full details of the charges and expenses that have been incurred in respect of your matter.

6 Estimates

6.1 In our client care letter and/or proposal document we give the best estimate possible about the likely overall costs, including a breakdown between charges, VAT and expenses. The detail and accuracy of the estimate will depend on the nature of your instructions.

6.2 Unless we agree otherwise, all estimates, quotations or other indications of cost are intended as a guide and are subject to change.

6.3 **Additional work:** We will inform you if any unforeseen extra work becomes necessary. We will also inform you in writing as soon as it appears that a costs estimate or agreed upper limit may or will be exceeded. If we are asked to provide any additional services, then these services will be subject to a separate charge outside any costs that we have agreed.

7 Payments in advance

7.1 We may ask you to make payments in advance. These will be used to reduce any unpaid bills that you have. It is important for you to recognise that the total fees and expenses may be higher than the advance payments that you make.

8 Paying third parties

8.1 We will try to give advance warning of the likely payments you may have to make to third parties, such as to barristers and for registration fees, and at what stages they are likely to be required.

8.2 Where other professionals are engaged to act on your behalf, for example accountants, engineers and other lawyers who are not consultants or sub-contractors of this firm, we may require you to contract with them and to pay their charges directly. Where we engage other professionals on your behalf, we do so as your agent. We will take care in engaging them, but we will not be liable for any act or omission of those professionals.

9 Invoicing and payments

9.1 We may invoice you monthly for the work that we have carried out and more frequently for disbursements or other expenses. These invoices will not be subject to any adjustment once the work has concluded. If we make a request for an advanced payment on account of costs this will be marked clearly and may be subject to adjustment when the final invoice is provided upon completion of the work.

9.2 Unless agreed otherwise, all bills will be issued in pounds sterling.

9.3 **Account settlement:** Accounts must be settled within 28 days. We may charge interest on invoices which are not paid in full within that time at the fixed rate of 8% or at the rate of 4% a year above the base lending rate of the Bank of England, whichever is the higher. This interest will accrue daily from the due date until payment is made.

9.4 If you do not settle an account within 28 days, we may pass your details on to a tracing agent and/or credit reference agent for the purpose of obtaining payment from you.

9.5 We reserve the right to cease acting for you if payments are not made when requested.

9.6 **Outstanding fees and expenses:** If we have issued you with a final bill and there is outstanding money due to a third party for fees or expenses incurred on your behalf, we may send you a further bill or bills to cover these disbursements.

9.7 **Payment by third parties:** Generally, you as the client are responsible for our bill. There may be exceptions to this but do not assume that an exception will apply; if there is an issue with you paying our bill you must discuss this with the fee earner who is handling your matter first. If you request us to issue a bill marked as being payable by a third party and we agree to the request, you will remain liable for any VAT due on it. You will also be liable to pay the bill or any part of it if the third party does not pay it by the due date.

9.8 We may keep all property which we hold on your behalf (including papers and documents) belonging to you while money is owing to us. This is known as a lien.

9.9 If you instruct us to respond to a letter from your auditors on your behalf, we may charge you the cost of doing so at our hourly rates applicable at the time of that instruction.

9.10 **Disputed invoices:** If you have any query or concern about your account, you should contact the partner of this firm with ultimate responsibility for this work straight away. You can also complain to the firm's complaints handling partner as set out in paragraph 18 below.

9.11 If you remain unhappy about your account (which we hope will not be the case) you also have a right to object to the bill by making a complaint to the Legal Ombudsman at www.legalombudsman.org.uk and/or by applying to the court for an assessment of the bill under Part III of the Solicitors Act 1974. Please note that the Legal Ombudsman may not consider a complaint about your bill if you have applied to the court for assessment under Part III of the Solicitors Act 1974.

10 Recovering costs in litigation matters

10.1 If you have a legal expenses insurance policy, you should check with your insurers the level and extent of your cover before instructing us to carry out work on your behalf. Cover can rarely be obtained under the policy retrospectively. If you have a policy, it may be a stand-alone policy, or it could be attached to a household insurance or motor insurance policy or to a credit card.

10.2 In litigation the usual rule is for the losing party to pay the successful party their reasonable charges and expenses. These would be assessed by the Court if they were unable to be agreed between the parties. Ultimately, the Court may order the other party to pay only some of your legal charges and expenses and not all of them.

10.3 We will try to recover the maximum sum for your legal charges and expenses from the other party if you are successful. You will, however, remain responsible for any shortfall and for paying the whole of your legal charges and expenses if the other party defaults on payment for any reason.

10.4 In some circumstances (usually if you lose all or part of your case or in the circumstances set out in paragraph 8.7 below) the Court may order you to pay the legal charges and expenses of the other party. These will be payable in addition to your own legal charges and expenses. It is sometimes possible to insure against this risk and we will provide you with advice where appropriate.

10.5 **Your responsibility to pay:** If you are unsuccessful at a Court hearing during your case, the Court may order you to pay certain legal charges and expenses immediately or within a certain specified time.

10.6 Different rules apply to:

- The recovery of legal charges and expenses in lower value cases (usually £5,000 or less) which fall within the Small Claims Court procedure. As a rule in such cases each party will be responsible for their own legal charges and expenses.
- Matrimonial proceedings where the Civil Procedure Rules ("CPR") do not apply; we will advise you about costs in matrimonial proceedings in our client care letter and as your matter progresses.

10.7 The Court has a wide discretion in deciding how the costs of a case should be paid. Whilst we will provide advice where it is possible that an adverse costs order may be made against you, some common scenarios of where adverse costs are likely to be awarded even where you do not lose all or part of your case, are listed below:

10.7.1 Withdrawal from Court Proceedings; this will usually occur where you decide that you no longer want to invest the cost/time in pursuing the matter. Where you choose to withdraw from Court Proceedings once commenced the opposing party is entitled to apply to the Court to recover the costs that they have incurred in dealing with the Court Proceedings to the date of the withdrawal unless you agree other arrangements with them.

10.7.2 Refusal of Alternative Dispute Resolution ("ADR"); ADR is the term used for any method of dispute resolution that does not involve formal proceedings such as Arbitration or the Court.
Parties are encouraged at all stages of Court proceedings to use ADR to try and settle disputes, where appropriate, to minimise the time and cost of lengthy proceedings. A common form of ADR is mediation. We will advise where ADR is appropriate, as where ADR is unreasonably refused by a party the Court may penalise that party in relation to the recovery of their legal costs, even if they win their case.

10.7.3 As a consequence of Part 36 offers; Part 36 enables any party to a dispute that is governed by the Civil Procedure Rules (CPR) to set out formal offers to settle the matter either before or after Court proceedings have been issued. If such offers are not accepted by the other party or parties, within prescribed time periods, this may have an adverse impact on the recovery of costs at the conclusion of the case if the Court considers that the offers should have been accepted.

10.7.4 Failure to accept a reasonable Without Prejudice Offer; a without prejudice offer of settlement can be made at any time during a dispute. Similar to Part 36 offers, such offers can be brought to the attention of the Court when it is considering costs at the conclusion of the case. Where a reasonable offer of settlement has been refused, the Court may use its discretion to penalise a party in relation to their recovery of legal costs. We will provide detailed advice to you as your

matter proceeds to enable you to assess the risks/benefits of continuing with your case as against either making or accepting an offer to settle under CPR Part 36 or as a without prejudice offer.

10.7.5 Where an Order is made against you; where an Order is made against you, by a Court, Adjudicator or Arbitrator, and you fail to comply with the terms of that Order within any prescribed time limits, you may face increased costs of any action taken by the opposing party to enforce the terms of the Order. The levels of costs will depend on the action taken to enforce the Order. Please be aware that interest may also accrue on monetary awards contained in an Order.

11 Barristers' opinions

11.1 If you instruct us to obtain the opinion of a barrister, subject to us receiving the consent of the barrister concerned to do so, we may store a copy of the opinion, electronically or otherwise, in our internal know-how system.

12 E-mails and storage of papers and deeds

12.1 Unless you instruct us to the contrary, we may use e-mail facilities when acting for you. With e-mails security cannot be guaranteed so please let us know if this causes you concern.

12.2 Following completion of the matter, we will keep our file of papers (except for any of your papers which you ask to be returned to you) for a minimum of 6 years after sending you our final bill. We may destroy our file after that time. We will not destroy documents you ask us to deposit in safe custody, but we reserve the right to charge a fee for storage.

12.3 We do not normally make a charge for retrieving stored papers or deeds in response to continuing or new instructions to act for you. However, we may charge you for the time we spend on reading papers, writing letters or other work necessary to comply with the instructions or to send the papers back to you or to other solicitors.

12.4 If at any time, whether during or after the end of a matter, any legal duty requires us to disclose documentation or give information orally or in writing relating to you or to the matter, we may recover from you the cost of complying with such duty. If any such document is subject to legal privilege, we shall notify you and ask you whether you want to waive privilege. If you do not waive privilege, we may charge you for any time spent and expenses incurred by us in preserving privilege on your behalf at such hourly rates applicable at that time.

13 Confidentiality

13.1 We will respect the confidentiality of information we receive from you and others on your behalf while acting for you. Save as necessary to give effect to your instructions we will not disclose such information to others without your prior consent unless we are required to do so for legal or regulatory reasons.

13.2 You will appreciate that we owe the same duties of confidentiality to all our clients and cannot therefore disclose to you confidential information held for them without their consent.

13.3 Occasionally information which we hold for you may be relevant to an instruction from another client or potential client. In that event we will make you aware of this at the earliest possible stage and discuss/correspond with you as to whether the duty of confidentiality which we owe to you can be satisfied by putting effective safeguards in place, in accordance with the applicable rules of our regulator, to ensure that access to confidential information within the firm is restricted.

13.4 You shall not, without our prior written consent, input, upload, or otherwise disclose any advice, documents, or other materials provided by us into any publicly available or third-party artificial intelligence or machine learning system (including large language models).

13.4.1 You acknowledge that:

a) disclosure of the materials listed in 13.4 to such systems may constitute disclosure to a third party;
b) such disclosure may result in a loss of confidentiality; and
c) loss of confidentiality may result in your waiver of legal professional privilege under the laws of England and Wales.

13.4.2 We shall have no responsibility for any loss of privilege or confidentiality arising from any breach by you of this clause.

14 Data protection technology and information security

14.1 We will protect information that you provide to us whether we are the controller of that data or are processing that data on your behalf. We apply organisational controls, policies and procedures that are compliant with the requirements of the General Data Protection Regulations and the Data Protection Act 2018 (DPA).

14.2 If we are processing personal data on your behalf we will only do this in accordance with your instructions, in compliance with the principles set out in the DPA and subject to paragraph 12.3 below.

14.3 If we are processing data on your behalf, we will notify you without undue delay if we have become aware of a personal data breach. We will cooperate with you to address an identified breach and to uphold the rights of a data subject.

14.4 Your personal data will be used only for the purposes of providing our services to you, general administration, giving advice on your

matter, issuing bills, collecting payment of bills or for any other purposes stated in our Privacy Statement which is at Annex 1 of this document. By instructing us you accept our Privacy Statement.

14.5 Any technology which we use may include artificial intelligence ("AI"), data analysis and advice relating to the same. We may use AI technologies, including machine learning and automated data analysis tools, to assist in the delivery of our legal services and to enhance the efficiency, accuracy, and security of our operations. AI may be used to help review documents, identify relevant information, support compliance checks, and improve client service. Any personal data processed using AI will be handled in accordance with applicable data protection laws, our internal policies, and the safeguards described in this section. We do not use AI for automated decision-making that produces legal effects or similarly significant impacts on individuals without appropriate human oversight. If you have any questions or concerns about our use of AI, please contact our Data Protection Coordinator.

14.6 If you are a data controller or data processor for others, and you provide us with personal data relating to others, then you confirm to us that you have a lawful basis for doing so under data protection law. Where that basis is consent, then you confirm you have secured the consent of the data subject for us to use that data to act for you.

14.7 If you engage us together with one or more other client(s), you authorise us to share with the other(s) any information provided by you unless a separate arrangement has been made with us in writing.

14.8 Your personal data will not be passed on to third parties except where we are legally obliged to do so, where this is part of delivering our service to you or where you have been otherwise notified in these terms and conditions or in our Privacy Statement. We will not notify any third party of the fact that we act or have acted for you personally unless you consent to us doing so.

14.9 We hold Cyber Essentials Plus accreditation and will maintain a secure environment to protect your data from theft and corruption. Client data that we store is held on our own servers or by third party providers that operate to the ISO27001 standard. All client data is held in the UK. We will not store your data in another jurisdiction unless there is a legal condition which permits us to do so.

14.10 We accept no liability for data which has been supplied by 3rd parties and no liability for breaches which occur in these circumstances.

14.11 There may be occasions where your data is routed through countries outside of the EU for processing to help us complete work for you. Where we do this, we will ensure that your data is adequately protected in accordance with UK data protection legislation.

14.12 When transferring sensitive data, we can use email encryption subject to your agreement. We can also share data through a secure portal for fixed periods when working with large volumes of information.

15 Audit and your information

15.1 We operate a quality assurance system. Under this system, a solicitor not responsible for your matter may review your file.

15.2 For the purposes of financial and quality auditing, your file may be subject to review by external bodies. If you do not want your matter to be made available for review, please contact us in writing to request that it is not included.

16 Anti-money laundering

16.1 We are subject to UK requirements to identify clients for the purposes of anti-money laundering legislation. We will therefore ask you to provide us with appropriate evidence of identity and address or other information, which we will retain. If we are accepting instructions from you without having met you in person, we may be obliged to carry out additional checks on your identity including electronic verification. If satisfactory evidence or information is not provided within a reasonable time of our request, we may have to stop working for you. In that event you will be charged for the work done up to the time we stop acting.

16.2 Solicitors are under a professional and legal obligation to keep the affairs of clients confidential. This obligation, however, is subject to statutory exception: legislation on money laundering and terrorist financing has placed solicitors under a legal duty for in excess of 20 years in certain circumstances to disclose information to the National Crime Agency. Where a solicitor knows or suspects that a transaction on behalf of a client involves money laundering, the solicitor may be required to make a money laundering disclosure. If, while we are acting for you, it becomes necessary to make a money laundering disclosure, we are unlikely to be able to inform you that a disclosure has been made or of the reasons for it because the Proceeds of Crime Act 2002 prohibits this.

16.3 We may use personal data provided by you to conduct appropriate anti-fraud checks. Personal data that you provide may be disclosed to a credit reference or fraud prevention agency, which may keep a record of that information.

17 Anti-bribery and anti-corruption

17.1 We are committed to upholding all applicable laws relating to anti-bribery and anti-corruption, including the Bribery Act 2010. We are not able to accept instructions that compromise our position in relation to these requirements. If we are asked or required as a result of your

instructions to take any action that may compromise our position in relation to these requirements, we may have to stop working for you. In that event you will be charged for the work done up to the time we stop acting.

18 Interest policy

18.1 We have a separate policy on the payment of interest in respect of monies held on behalf of a client. This can be found on our website.

19 Liability

YOUR ATTENTION IS PARTICULARLY DRAWN TO THIS CLAUSE

19.1 We will use our reasonable skill and care in providing the services set out in our client care letter and/or proposal document or any written variation or addition to them ("the services").

19.2 We seek to limit the personal liability and exposure to litigation of our employees, partners, and consultants, since they will act at all times for and on behalf of Anthony Collins Solicitors LLP and not in a personal capacity. Accordingly, by accepting our terms and conditions of business, you agree that any claim of any kind arising out of or in connection with the services (or any other advice provided by us to you of whatever nature) shall be brought only against Anthony Collins Solicitors LLP and that no claims will be brought personally against any of our partners, employees or consultants involved in the provision of the services to you.

19.3 We will accept liability to you for any loss or damage you may suffer in accordance with the laws of England and Wales subject to the following provisions:

19.3.1 our liability to you will be limited to that proportion of your loss and damage which is just and equitable having regard to the extent of your own responsibility for the loss and damage and that of any other party who may also be liable to you in respect of it. For the avoidance of doubt, in considering whether other parties may be liable to you, no account is to be taken of any inability on your part to enforce remedies against another party by reason of causes of action against that party becoming time-barred, or the party's lack of means or the party's reliance on exclusions or limitations of liability.

19.3.2 our maximum liability to you relating to any one claim, or group of connected matters which may be aggregated by our insurers, shall not exceed the limit of three million pounds inclusive of interest and costs or, if different, the figure set out in our letter of engagement and/or proposal document (or any written variation or addition to them);

19.3.3 our liability in respect of damages for losses of money we place with a bank or building society arising from banking failure shall not exceed the minimum level of cover required for the time being in relation to us by the Solicitors' Indemnity Insurance Rules for a policy of qualifying insurance (at the date of publication of these terms and conditions of business, three million pounds inclusive of interest and your costs).

19.3.4 our liability in respect of the acts or omissions of third parties shall be limited in accordance with paragraph 19.2; and

19.3.5 we will not be liable for any loss, damage, cost, or expense arising in any way from your (to include your directors, trustees, members, employees or agents):

(a) fraudulent acts, misrepresentations or wilful default.

(b) failure to properly advise us or give us the correct information.

(c) delay in instructing us or providing us with information that we request.

19.4 Paragraphs 19.2 and 19.3 do not apply in respect of:

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

19.5 If you would like the contact details of our Professional Indemnity Insurer, please let us know and we will send this information to you.

20 Raising queries or concerns with us

20.1 We are confident that we will give you a high quality of service in all respects. If you have any queries or concerns about our work for you or the amount which you have been invoiced for charges and expenses, please take them up first with the person with whom you have most contact in relation to a particular matter. If that does not resolve the problem to your satisfaction or you would prefer not to speak to that person then please speak to the partner with ultimate responsibility for the work or the client care partner set out in the client care letter and/or proposal document or this firm's designated complaints handler Sam Coley.

20.2 All firms of solicitors are obliged to attempt to resolve problems that clients may have with the service provided. It is, therefore, important that you immediately raise your concerns with us. We value you and would not wish to think you have any reason to be unhappy with us. We aim to be proactive and innovative with our clients, responding to their needs effectively and

objectively. We have a procedure in place detailing how we handle complaints which can be made available on request at any time and is set out on our website at www.anthonycollins.com

20.3 If you feel that we have not dealt with your complaint adequately you are entitled to contact the Legal Ombudsman. Any complaint to the Legal Ombudsman should usually only be made after we have issued our formal written response to your complaint, or we have already had eight weeks to resolve it. Any complaint must be referred to the Legal Ombudsman within six months of the date of our formal written response to your complaint.

20.4 Finally, your complaint must be made no later than one year from the act/omission or one year from when you should reasonably have known there was a cause for complaint. For further information you should contact the Legal Ombudsman on 0300 555 0333 or at enquiries@legalombudsman.org.uk or write to them at P O Box 6167 Slough SL1 0EH. It is possible if the Ombudsman considers it fair and reasonable for them to extend the one-year time limits. Alternative complaints bodies such as Pro Mediate exist which are competent to deal with complaints about legal services where there is agreement to do this between a client and their solicitor. We do not agree to use of an alternative complaints body because complaints about law firms can be referred to the Legal Ombudsman.

21 Ending our contract

21.1 You may end your contract with us in writing at any time.

21.2 We expect and hope to act for you until completion of your matter. We may end our contract by giving you reasonable notice. We may only decide to stop acting for you with good reason such as, for example, if we are unable to secure clear or proper instructions from you, the relationship of trust and confidence between us breaks down or you fail to pay our charges and expenses in accordance with these terms. This will be regardless of the stage that we have reached in proceedings. You will be responsible for our charges and any expenses incurred on your behalf up to the point where the contract between us ends.

21.3 If you or we decide that we will stop acting for you we will charge you for the work done and expenses incurred as stated in Paragraph 3.5 plus any charges and expenses for work necessary in connection with the transfer of the matter to another adviser of your choice and/or removing ourselves from the court record (if applicable). When the contract ends you will remain liable for any interest owing on unpaid bills in accordance with Paragraph 9.3.

21.4 Once we have completed a matter and closed our file we are not responsible for dates and deadlines that may arise as a result of that matter. For example, you should diarise critical dates for service of documents, expiry of time limits, exercise of options, renewal of leases and rent reviews.

22 Financial and tax advice

22.1 If during the course of instructing us you need advice on investments, we can refer you to someone who is authorised by the Financial Conduct Authority, as we are not. However, as we are regulated by the Solicitors Regulation Authority, we may be able to provide certain limited investment services where these are closely linked to the legal work, we are doing for you.

22.2 We are not authorised by the Financial Conduct Authority. However, we are included on the register maintained by the Financial Conduct Authority so that we can carry on insurance mediation activity, which is broadly the advising on, selling and administration of insurance contracts. This part of our business, including arrangements for complaints or redress if something goes wrong, is regulated by the Solicitors Regulation Authority. The register can be accessed via the Financial Conduct Authority website: https://register.fca.org.uk/s/

22.3 The Law Society is a designated professional body for the purposes of the Financial Services and Markets Act 2000 but responsibility for regulation and complaints handling has been separated from the Law Society's representative functions. The Solicitors Regulation Authority is the independent regulatory body of the Law Society, and the Legal Ombudsman is the independent complaints handling body.

22.4 Generally where financial services are involved, we recommend that you involve an independent specialist adviser who has appropriate regulatory authorisation. We do not advise on pensions investments.

22.5 We will not provide any advice on the direct and/or indirect tax issues arising in connection with a matter unless we agree to do so in writing. If during a matter, tax information becomes available to us, we may pass this on to you, but this will not mean that we have taken on the role of providing tax advice, unless we have expressly agreed to do so in writing.

23 Relevant laws and regulations

23.1 The provisions of these terms and conditions of business and our client care letter and/or proposal document are between you and Anthony Collins Solicitors LLP and do not confer any benefit or right to enforce any of their terms on a person who is not a party to this Agreement.

23.2 Advice that we give you must not be passed on to others without our prior written consent. The advice which we give is confidential and for the exclusive use of you as our client. You may not assign all or any part of the benefit of, or your rights and benefits under, the agreement of

which these standard terms and conditions form part.

23.3 If you are a consumer (i.e. a person not instructing us for the purpose of your business) and if your instructions have not been given to us at a face to face meeting or have been given to us at a meeting away from our offices the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2014 apply and we ask that you sign and return a copy of our client care letter incorporating these terms and conditions and return it to us as quickly as possible. On receipt of this we will regard ourselves as acting on your behalf.

23.4 If the Regulations apply you generally have the right to cancel your instructions to us without any cost to you within fourteen days of our receiving these written instructions. You would cancel the agreement in writing by either delivering a note cancelling your instructions to our office or by sending it by post, facsimile or email.

23.5 You may not, however, cancel the agreement once we have, with your permission, started to work on your behalf. By signing and returning a copy of our client care letter you are agreeing that, to avoid delay in the transaction, we may start work on your behalf straightaway and we do not have to wait for the cancellation period to expire.

23.6 We shall carry out your instructions as efficiently as possible but the nature of the instructions may mean that we are unlikely to be able to perform the services within the maximum period of 30 days as laid down by the Regulations. By signing and returning a copy of our client care letter you are, therefore, agreeing that we do not need to complete the services you have asked us to undertake within a maximum of 30 days.

23.7 In addition, if you are a consumer nothing in these terms and conditions of business will affect your statutory rights.

23.8 These terms and conditions of business and our client care letter and/or proposal document will be governed by English law and the parties agree to submit to the exclusive jurisdiction of the courts of England and Wales.

23.9 Each provision of these terms and conditions of business and the client care letter and/or proposal document is severable and distinct from every other provision. If any such provision is or becomes illegal, void or unenforceable the remaining provisions will continue in force as though that provision had not been included.

23.10 Copyright in any document created by us is and remains vested in us and will not be transferred to you. We may object to any misuse of such document.

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Solicitors Regulation Authority number: 424137

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Anthony Collins Solicitors
Privacy Notice

Introduction

We, Anthony Collins Solicitors LLP (ACS), are the 'controllers' of the information that we collect about you ('personal data'). Being controllers of your personal data, we are responsible for how your data is processed. The word 'process' covers most things that can be done with personal data, including collecting, storing, using and destroying that data.

This notice explains why and how we process your data, and explains the rights you have around your data, including the right to access it and to object to the way it is processed. Please see the section on 'Your rights as a data subject' for more information.

We are a law firm and our contact details are:

Address:	Anthony Collins Solicitors LLP 134 Edmund Street Birmingham B3 2ES
Email:	info@anthonycollins.com
Telephone number:	0121 200 3242

Our Data Protection Coordinator is Sam Coley, Head of Risk, Compliance and Knowledge, who you can contact at sam.coley@anthonycollins.com or on 0121 212 7475 if you would like further information about this Notice.

Personal Data

'Personal data' is any information that relates to a living, identifiable person. This can include your name, contact details, and other information we gather as part of our relationship with you.

It can also include 'special categories' personal data (sometimes referred to as 'sensitive personal data'), which is information about a person's race or ethnic origin, religious, political or other beliefs, physical or mental health, trade union membership, genetic or biometric data, sex life or sexual orientation. The collection and use of these types of data is subject to stricter controls. Similarly, information about criminal convictions and offences is also limited in the way it can be processed.

We are committed to protecting your personal data, whether it is 'special categories' or not, and we only process data if we need to for a specific purpose, as explained below.

We collect your personal data mostly through our contact with you, and the data is usually provided by you, but in some instances we may receive data about you from other people/organisations. We will explain when this might happen in this Notice.

Contacting you about events or areas of interest

As an individual we will only send general invitations or updates to you if you have provided your consent for us to do so. If you represent an organisation we may write to you from time to time unless you have told us that you do not wish to receive further mailings.

Our marketing and briefing emails will provide you with the option to opt out of future mailings. You can also use this option to manage the type of mailings that you receive from us.

If you do not provide personal data

Where we need to collect personal data by law, or under the terms of a contract we have with you and you do not provide that data when requested, we may not be able to perform the contract we have or are trying to enter into with you. In this case, we may stop providing that service but we will notify you if this is the case at the time.

Personal data received from third parties

Information from our clients, the courts and other legal professionals may include personal data about individuals that is relevant to a legal matter that we are working on. We are committed to protecting all personal data that we hold and will treat this data with the same care that we treat data held about our clients. Where personal information about another person is shared with us by a client, we require that they have considered the bases under which they have supplied that information and that they have sought permission to do so where required.

Processing your data to provide you with our services

In general terms we process your data to fulfil our responsibilities in the relationship that we have with you. The table below lists more specific purposes for processing your data, and the legal basis for each type of processing.

Data we may process to provide our services to you.	**Legal basis for processing**
1. Your contact details so that we can share information with you.	Where the processing is necessary for the: i. performance of a contract (for the provision of legal advice) to which you are a party, or to take steps at the request of the data subject prior to entering into a contract; and/or ii. purposes of legitimate interests pursued by a controller or by a third party, except where such interests are overridden by the interests or fundamental rights and freedoms of the data subject which require protection of personal data.
2. Information that you provide to us to confirm your identity when you first instruct us so that we can meet anti money laundering requirements.	Where the processing is necessary for compliance with a legal obligation that we are subject to.
3. Information about you, and if you have them, your customers, employees or third parties contained in documents, emails or other correspondence from you and records of telephone calls or meetings with you so that we can: • Understand your objectives • provide you with advice • carry out your instructions.	Where the processing is necessary for the: I. performance of a contract (for the provision of legal advice) to which you are a party, or to take steps at the request of the data subject prior to entering into a contract; and/or II. purposes of legitimate interests pursued by a controller or by a third party, except where such interests are overridden by the interests or fundamental rights and freedoms of the data subject which require protection of personal data.
4. Survey data which you may choose to provide that we use for research purposes.	When processing is designed to meet our legitimate interest such as improving or expanding our client service.
5. Details of transactions you carry out through us and of the fulfilment of our services to you so that we can: • Monitor progress • Deliver our services • Complete financial transactions • Issue bills and arrange payment with you.	Where the processing is necessary for the: i. performance of a contract to which the data subject is party or in the order to take steps at the request of the data subject prior to entering into a contract; ii. for compliance with a legal obligation to which the controller is subject; and/or iii. performance of a task carried out in the public interest or in the exercise of official authority vested in the controller;
6. Details of your preferences where you have requested to be contacted about events, products or services, legal updates and/or news which we feel may interest you,	Where you have given your consent for us to process your personal data i.e. to send you marketing communications or general updates.
7. Information about you that we retain on your behalf.	Where the processing is necessary for: i. the performance of a contract to which the data subject is party or in order to take steps at the request of the data subject prior to entering into

	a contract, for example, storing a deed or retaining details of your matter for the court limitation period; ii. compliance with a legal obligation to which we, the controller, are subject; and/or iii. purposes of legitimate interests pursued by a controller or by a third party, except where such interests are overridden by the interests or fundamental rights and freedoms of the data subject which require protection of personal data.
Special Category Personal Data The nature of some of our work dictates that we will hold special category personal data that relates to you, and if you have them, your customers, employees or third parties. This information is processed where necessary: • for the establishment, exercise or defence of legal claims or whenever courts are acting in their judicial capacity; • where you have provided us with explicit consent to process your data; and/or • for reasons of substantial public interest, on the basis of domestic law, which shall be proportionate to the aim pursued, respect the essence of the right to data protection and provide for suitable and specific measures to safeguard the fundamental rights and the interests of the data subject;	

At times, we may further process data which we have already collected. We will only do this if the new purpose for processing it further is compatible with the original purpose that the data was collected for. We will tell you about any further processing before carrying it out, unless legally prohibited from doing so.

Who we share your data with

For some processing purposes we share your data with third parties. This is a list of the information we may share with external recipients, and for what purpose:

Our **IT system providers** have access to data so that we can ensure that our systems operate effectively and that we are running current versions of software.

Financial and quality auditors view data to monitor that we are complying with statutory and regulatory requirements and to confirm that we are complying with the requirements of the Lexcel practice quality mark.

We will share your data with **other legal professionals, costs drafting and other technical experts** when that is appropriate to fulfil the requirements of the service we are providing for you, or where necessary to comply with legal obligations imposed on us or you.
Restore manages our **paper archive records** and manages controlled destruction of the records when they reach the end of their retention period.

We may share your personal data with third parties, where necessary, to allow us to comply with any legal obligations imposed on us.

We may also share your personal data, with your consent, as part of any testimonials or references we may make.

Use of Artificial Intelligence

In delivering our legal and professional services we may use technologies that incorporate artificial intelligence (“AI”), including machine learning, natural language processing, and other automated data analysis tools. These technologies may assist with document review, data and information analysis, data extraction, compliance checks to enhance the efficiency, accuracy, and security of our operations and to improve client service. All AI-assisted work is subject to professional oversight and validation by qualified staff.

Any personal data processed using AI will be handled in accordance with applicable UK data protection legislation, our internal policies, and the safeguards described in this section. We have implemented measures to ensure that Client confidentiality (and legal privilege) are not compromised by our use of AI, and we apply the same duty of confidence to AI-assisted processes as to all other aspects of our work. We do not rely on AI for automated decision-making that produces legal effects or similarly significant impacts on individuals without appropriate human review.

If you have any questions or concerns about our use of AI, please contact our Data Protection Coordinator.

How we store your data

Your personal data is held in both hard copy and electronic formats.

Electronic data, including emails, is stored in our servers, which are all located in the UK. All providers of cloud services that we use are accredited to the ISO27001 standard.

We rarely transfer employee personal data outside the UK. If we need to do this, we will ensure that the recipient: -

- is subject to data protection laws deemed by the UK as meeting the data protection test in relation to the transfer such that the standard of data protection in the third country is not materially lower than in the UK;
- is subject to contractual terms that ensure that the standard of data protection for the data subject in relation to the transferred personal data is not materially lower than in the UK; or

How long we keep your data

If we are providing legal services to you we will notify you about how long we will retain your data for when we close your matter with us.

We maintain a schedule which dictates how long we keep documents for. Our document retention schedule applies dates that meet a statutory requirement, reflect limitation periods for action following completion of a legal transaction or reflect good business practice.

Once the applicable retention period expires, unless we are legally required to keep the data longer, or there are important and justifiable reasons why we should keep it, we will securely delete/destroy the data.

Your rights as a data subject

As a data subject, you have the following rights in relation to your personal data processed by us:

- To be informed about how your data is handled;
- To gain access to your personal data;
- To have errors or inaccuracies in your data changed;
- To have your personal data erased, in limited circumstances;
- To object to the processing of your personal data for marketing purposes or when the processing is based on the public interest or other legitimate interests;
- To restrict the processing of your personal data, in limited circumstances;
- To withdraw your consent (see below);
- To obtain a copy of some of your data in a commonly used electronic form, in limited circumstances;
- Rights around how you are affected by any profiling or automated decisions.

Withdrawing consent

If we are relying on your consent to process your data, you may withdraw your consent at any time.

Exercising your rights, queries and complaints

For more information on your rights, if you wish to exercise any right or for any queries you may have or if you wish to make a complaint, either in relation to how we have processed your personal data or handled any request you have made, please contact our Data Protection Coordinator at sam.coley@anthonycollins.com or on 0121 212 7475.

Complaint to the Information Commissioner

You have a right to complain to the Information Commissioner's Office (ICO) about the way in which we process your personal data. You can make a complaint on the ICO's website https://ico.org.uk.
Please note that the ICO will not generally consider a complaint until you have exhausted our internal complaints process first.
To view our full privacy policy that includes how we use cookies on our website please go to https://www.anthonycollins.com.