

**TERMS AND CONDITIONS OF BUSINESS (ACCEPTANCE) REVISED 2024
CLIENT INFORMATION GUIDE
GENERAL DATA PROTECTION REGULATION (GDPR) 2018 PRIVACY POLICY**

The person handling your matter is:-

whose position is:-

The Member with ultimate responsibility
for your case is:-

I/We acknowledge receipt of and accept the attached terms and conditions of business

Signed.....

Print Name:

Signed.....

Print Name:

Date.....

Our Ref/File No:

Due to Law Society's Regulations, we would ask you to kindly let us have a copy of your passport, driving licence or other form of photographic identification together with copies of two of your utility bills when returning the duplicate copy of these terms and conditions.

Companies

1. In the case of companies this document should be signed by two directors and/or director and company secretary who should provide the identification requested.
2. We draw your attention to Clause 6. By signing these terms and conditions you will become personally responsible to pay our fees incurred by your Company.

TERMS AND CONDITIONS OF BUSINESS

(Revised 2024)

Definitions

- **We, us, our or Comptons** means Comptons Solicitors LLP (as the context requires).
- **Assistant Solicitor** means an associate of Comptons.
- **Partner** means a Member, Associate Member or Non-Member Partner of Comptons.
- **Senior Partner** means Stephen Compton as his capacity as a Member of Comptons.
- **Executive** means a fee earner or paralegal who is not an Assistant Solicitor or a Partner.
- **Trainee Solicitor** means a trainee solicitor under the supervision of their training principal.

1. Places and hours of business

Our offices are located at 90-92 Parkway, Regents Park, London, NW1 7AN. The normal hours of opening are between 9.15 am and 5.15 pm on weekdays. Appointments can be arranged outside these hours when essential to the interests of a client.

2. Terms

These terms and conditions will apply to all work undertaken by us on your behalf whether signed or not.

3. Conduct of your legal work

3.1. The person dealing with the matter on your behalf will carry out most of the work personally, but you could also contact that person's secretary or assistant who will be familiar with your file. If they are unable to help you then they will be pleased to take a message for you.

3.2. If your work is carried out on a day to day basis by an Assistant Solicitor; Trainee Solicitor or Executive, a Partner of this firm will ultimately be responsible for your case.

3.3. We aim to offer all our clients an efficient and effective service and we are more than confident that we will do so in your case. Should there be any aspect of our service with which you are unhappy and which you feel cannot be resolved you may raise the matter with the Senior Partner Stephen Compton.

3.4. Please appreciate that the person dealing with your matter may have a heavy case load and will often be out of the office at Court or otherwise engaged with other clients. We will endeavour to respond to your letters and telephone enquiries as expeditiously as possible.

3.5 We do not provide tax or valuation advice and you should rely on your own tax/valuation advisor.

4. Fees

4.1. Under The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 you will have a right to cancel this contract within 14 days of signing these terms and conditions. If you wish us to conduct your legal work during the cancellation period then this will be on the agreed basis that by signing these terms and conditions you authorise us to commence acting for you and any costs and disbursements incurred by us in accordance with your instructions will be payable by you in full notwithstanding subsequent cancellation and that your authority to us to act on your behalf and/or go on the record in proceedings will stand notwithstanding subsequent cancellation. The contract will last as long as our retainer is in place and/or a final invoice is delivered and paid by you whichever is the later. Further details of the services provided to you may be set out in a letter which accompanies this guide.

4.2. Right to cancel

You have the right to cancel this contract within 14 days without giving any reason. The cancellation period will expire after 14 days from the day of the conclusion of the contract (occurring when you sign our firm's terms and conditions supplied with our Client Care Letter). To exercise the right to cancel, you must inform us at Comptons Solicitors LLP, 90-92 Parkway, London NW1 7AN (tel: 0207 485 0888, email advice@comptons.co.uk) of your decision to cancel this contract by a clear statement. You may use the following wording: - "I, [insert name] of [insert address] have decided to cancel my instructions with you relating to [insert description of matter]. Such wording is not obligatory. To meet the cancellation deadline, it is sufficient for you to send your communication concerning your exercise of the right to cancel before the cancellation period has expired.

4.3. Effects of cancellation

If you cancel this contract, we will reimburse to you all payments received from you provided that if you requested us to begin the performance of services during the cancellation period, you shall pay us an amount which is equal to the cost of any work we have carried out and the disbursements that we have paid out on your behalf for the supply of the service for the period for which it is supplied, ending with the time when we are informed of

your decision to cancel the contract. Such costs and disbursements will be in proportion to what has been supplied, in comparison with the full estimated cost of our services. The costs are to be calculated — (a) on the basis of the total estimate in the Client Care Letter or (b) if the total price is excessive, on the basis of the market value of the services supplied, calculated by comparing prices for equivalent services supplied by other solicitors.

We will make the reimbursement without undue delay, and not later than 14 days after the day on which we are informed about your decision to cancel this contract. We will make the reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of the reimbursement save as provided above.

4.4. Unless and until either an alternative fee arrangement has been agreed and confirmed in writing by us the basis for the calculation of our fees is described below and is mainly by reference to the time spent by the Partner and other staff dealing with the transaction or case; the time charged being all time spent on your affairs. This includes attendances upon you and others; travelling and waiting time; considering, preparing and working on papers and correspondence; making and receiving telephone calls; preparing for Court or Tribunal hearings; instructing and attending on Counsel; instructing agents or experts on your behalf; legal and factual research. There may be other factors which will increase our charges such as exceptional urgency, value, complexity, or the need to work unsocial hours.

4.5. The time of the persons set out in paragraph 4.6 below is charged at an hourly rate which reflects overhead costs. Letters and telephone calls are charged in six minute units.

4.6. The current hourly rates are set out below. These rates do not include Value Added Tax which will be added when an invoice is prepared.

Members of the LLP (Grade A) (Over 8 Years Post Qualification Experience)	£400
Senior Solicitors and Licensed Conveyancers (Grade A) (Over 8 Years Post Qualification Experience)	£400

Solicitors and Licensed Conveyancers (Grade B) (Over 4 years Post Qualification Experience)	£330
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Solicitors, Licensed Conveyancers and fee earners of equivalent experience (Grade C)	£300
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Paralegals	£280
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Trainee Solicitors	£200
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4.7. Where the instructions of the client require that interviews take place, or other work is carried out, necessarily outside of our normal office hours, we reserve the right to increase the level of the hourly rate.

4.8. The hourly rates set out above are reviewed from time to time to take account of changes in salary and other overhead costs. Details of any revision of the rates occurring during the continuance of a case or transaction will be supplied to a client on request. These rates may not be appropriate in cases of exceptional complexity or urgency. Where it becomes apparent that such circumstances exist, we reserve the right to terminate the retainer unless revised rates are agreed in substitution.

4.9. In property transactions, the administration of estates and in transactions involving a substantial financial consideration or benefit to the client, fees may be calculated both by reference to the time spent and also by reference to a value element based for example on the price of the property, the size of the estate, or the value of the financial benefit. The value element reflects the importance of the transaction and consequent responsibility falling on the firm.

4.10. Disbursements include payments made by us on behalf of the client for example, Court fees, Counsel's fees, fees for medical reports, search fees, Land or Probate Registry fees etc. We will require funds in advance/on account for that purpose. VAT is payable on certain disbursements.

4.11. Fees are payable whether or not cases are successfully concluded or a transaction completed. If any case or transaction does not proceed to a completion for any reason during the period in which we are instructed, then we should be entitled to a charge for work done on the basis set out above but, in its absolute discretion the firm may waive part of all such entitlement to fees without obligation.

4.12. If a conveyancing transaction becomes abortive for any reason, the level of our fees will depend upon the stage the transaction has reached and will be based upon the hourly rate of the fee earner concerned. Such abortive fees are subject to a minimum of £100 plus VAT. If the matter becomes abortive at the stage of exchange of contracts, then it is likely that fees will be at or close to the figure quoted for the full transaction. We will also charge you for any disbursements (searches etc) which we have paid out on your behalf. We record on our computer all work done for you and so you may at any time ask us to inform you of the current level of fees and disbursements.

4.13. If an indication of charges is given in advance, please note that this is an estimate and is approximately only. Estimates are given on the assumption that the matter is not, or does not become, unusually urgent, complicated or time consuming.

4.14. We will give you an estimate of what our fees are likely to amount to, based on available information and will also seek to estimate your prospects for success in your case. It is not possible to know at the outset of contentious matters how they will develop or how much time will be spent and therefore exactly what our fees will be. An estimate is not a fixed fee agreement. If you subsequently ask us to undertake additional work or change your mind and alter earlier instructions this will increase our work and therefore our fees. As the matter progresses we will let you know upon request if it becomes apparent that an estimate will be greatly exceeded for any reason, or if our advice as to the basis of our charges will be affected by any review of our charged rate. If at any stage you are concerned about costs, please consult us.

4.15. In some cases e.g. those allocated to the small claims track or the fast track the recovery of costs against your opponent may be fixed by the Court at a relatively small sum, or in the case of proceedings allocated to the small claims track, the Court has very limited jurisdiction to order any costs to be paid by your opponent even if you win. In all cases there is a risk that you will not recover all of your legal costs. You agree by signing these terms and conditions that if appropriate we may charge you a greater sum than you are able to recover against your opponent.

4.16. We may pay agents commission to any solicitor who refers work to us. If we do so we confirm that such fee sharing arrangement will not in any way increase the

amount of costs payable by you to us in respect of your case.

5. Payment of Accounts

5.1. To avoid the possibility of Cyber Crime and online fraud please note that our client account bank details are not given in full. These will be disclosed as soon as signed Terms and Conditions are received.

By signing and returning these terms and conditions you are acknowledging that these are our bank details. We will never ask you to send monies to any other account. Please ensure when sending monies to us the bank details are the same as those details set out above. If in doubt, please telephone one of the partners to confirm that our bank details are genuine. We do not accept any liability for funds which do not reach us having been sent to the wrong account.

5.2. Our invoices should be settled straightaway. If the invoice is not paid in full within 28 days of receipt, interest will be charged at the rate of 3% over the bank base rate then enforced until payment is made.

5.3. There are provisions in Sections 70, 71 and 72 of the Solicitors Act 1974 concerning the detailed assessment of costs which may give you the right to have the bill assessed by an Officer of the High Court.

6. Payment of fees

6.1. Property transactions: an account would normally be rendered following exchange of contracts and payment is required prior to or upon completion. If sufficient funds are payable to the client upon completion, amounts due to us will be deducted from such funds unless otherwise agreed.

6.2. Administration of estates: it is our usual practice to deliver interim accounts at intervals during the administration. An interim bill will normally be submitted when the grant has been obtained. If it then transpires that it will take some time to complete the administration, further interim accounts would be rendered periodically and the final account will be presented when the estate accounts are delivered for approval.

6.3. Other cases: it is normal practice to ask clients to pay sums of money from time to time on account of the fees and disbursements which are anticipated in the following weeks or months. It is helpful if clients meet such requests with prompt payment to avoid any delay in the progress of their case. In transactions or cases likely to continue for

more than one month, interim accounts covering the work already carried out will normally be rendered quarterly. In some cases, accounts may be rendered more frequently when a considerable amount of time is spent within a short period. This procedure enables clients to budget for costs as the matter progresses. In the event of any such account or request for payment on account not being paid, we reserve the right to decline to act further in the case. The full amount of work done up to that date will be the subject of a final account rendered and will be a debt due from the client. Interest will be charged at 3% over the base rate from time to time from the date of delivery of an account in cases of payment not made within the 28 days of such delivery. For further information please refer to your client care letter.

6.4. In the event of payment not being made in the terms set out in this paragraph (6) (even if our costs exceed the estimate(s) given to you) we reserve the right to suspend work on your matter for which the account is unpaid and/or on any other matters being dealt with for you, and ultimately, to decline to represent you further. In these circumstances we will bill you for any expenses that we have to incur in the collection of any amount due from you.

6.5 In accordance with the Solicitors Accounts Rules we are entitled to deduct/set off invoiced costs against monies held by us to your account.

6.6 Unless other arrangements are specifically made, the persons signing our terms and conditions on behalf of private limited companies shall be responsible for the payment of all bills rendered to their company.

6.7 In cases of transactions continuing for some period of time, we may ask you to make regular payments on account by way of bank standing orders. If this method of payment is required you will need to provide us with your bank details and complete a bank standing order mandate in the agreed amount.

6.8 We usually ask clients to deposit an advance payment on account of fees and disbursements. We will reserve the right to make the receipt of such payment a condition of accepting instructions.

6.9 Where interim bills are rendered we confirm that such bills will not necessarily cover all work done but this will be made clear to you. When sending an interim account any payment made on account will be shown, we may ask for further funds on account so that we can continue to

work on the matter. In all cases the payment of an interim bill will constitute a payment on account of our total costs and disbursements incurred in that matter.

6.9. Debit/Credit/Switch Card Payments: we will accept the payment of fees by credit, debit or switch cards.

6.10. Some types of work, eg. property purchases or settlement of large claims, may involve us making substantial payments to third parties from the monies which we hold in our client bank account. Our client account is operated in accordance with professional rules which govern payments against uncleared funds. When monies are paid to a third party, at least four working days must be allowed for the clearance of any cheques deposited with us for the purpose of making such payments. If possible substantial funds should be sent to us by telegraphic transfer. Any bank charges which arise as a result of requesting special clearance of cheques and for the telegraphic transfer of funds will be billed to you.

6.11. We do not have a contract for Legal Services Funding (formerly Legal Aid).

6.12 By signing these Terms & Conditions you agree that in the event that any recovery action is taken as a result of your non-payment or delayed payment of our fees, then you shall be liable for and shall indemnify us against any and all expenses, costs, losses (including any and all legal fees and disbursements on a full indemnity basis) in relation to any claim or proceedings pursued in respect of the said unpaid fees.

7. Receipt of cash

7.1. As a result of the Proceeds of Crime Act 2002 and Money Laundering Regulations, we cannot accept payments in cash for any sum exceeding £500. All payments should be made by cheque and if cleared funds are required by inter bank transfer or banker's draft.

7.2. We require a certified copy of your passport, driving licence or other form of photographic identification together with copies of two of your utility bills not more than three months old when returning the duplicate copy of these terms and conditions. We will further require details of your bank account.

7.3. In the case of companies, our terms and conditions of business should be signed by two directors and/or director and company secretary who should provide the identification requested in 7.2 above.

8. Insurance Policies

We would advise you to check whether you have any insurance policies (including household or motor insurance) in your possession. These can include legal expenses insurance. You should check this out as soon as possible as there are usually time limits for notifying insurers of a potential claim. After the event insurance may be available to you and we will discuss this potential area of funding and the likely premium levels with you.

9. Professional Agents

During the conduct of your matter we may be required to instruct other professionals (e.g. surveyors) on your behalf. In all such cases those professionals will render their invoices direct to you and you will be responsible for payment of the same on the timescale referred to in 4 above.

10. Costs recovered

10.1. In some litigation cases a successful client may be entitled to the payment of costs by some other party to the proceedings. However, it is rare for the system of "assessment" of costs, as it is known, to result in the other party having to pay the full amount of the costs incurred by the client with their own Solicitor. Further, if the other party is in receipt of Legal Aid no costs are likely to be recovered.

10.2. It is important to be aware that we are employed by the client and that the client is personally responsible for the payment of our fees regardless of any order for costs made against opponents. In addition, if your case is unsuccessful, you will probably have to pay your opponent's costs as well as your own. If you are successful in your case then the other party may be ordered to pay your costs. There are however circumstances in which you will still have to pay some or all of our fees including for example:-

- i) where the other parties do not pay promptly, or at all,
- ii) the Court orders for the other party to pay you less than our fees, leaving a balance which you will need to pay to settle our account,
- iii) where the other person's contributions cannot be recovered, for instance when they are incapable of paying or are legally aided.

In such situations you may like to consider employing us to recover the debt owed to you and we shall be pleased to discuss this when appropriate.

10.3. In the event that a client is successful and costs are payable by the other party, interest may be claimed on those costs against the other party as from the date on which the order for costs was made. To the extent that any of the fees and disbursements due to us have been paid on account by the client, we will account to the client for such interest but will otherwise be entitled to retain it.

11. Keeping fees under control

If you have not used a Solicitor before it may be useful to know that you can help to limit the time we need to spend on your case and, therefore, the charges by:-

- i) bringing to the first interview any relevant papers, letters, documents and in most cases a brief statement of facts;
- ii) telling us if you have any important time limits or dates of which we should be aware for example, holidays;
- iii) dealing properly with our queries, telephone messages and letters;
- iv) making an appointment if you want to see someone. If you call in to see somebody urgently without an appointment we will ensure that you are seen as soon as possible, but you may not be able to see the person whom you would like or at that time;
- v) arriving promptly for appointments and letting us know in advance if you are unable to keep an appointment;
- vi) telephoning us with urgent queries or information. If your Solicitor is unavailable please talk to his or her Secretary who will be able to help or to ensure that your call is dealt with as soon as possible and asking if you are not sure about anything.

12. Interest payment

The Solicitors Accounts (Deposit Interest) Rules govern the conditions under which we pay interest on money which we are holding for you. When required by these rules, we shall account to you for interest less any administration charge. We also maintain records in respect of interest earned as required by the Inland Revenue and our professional rules. Interest will be paid or credited to you gross of tax and you will be responsible for declaring this interest to the Inland Revenue and paying any tax due. For further information regarding Interest kindly refer to the firm's Clients' Account Interest Rate and Financial Compensation Policy which can be found on our website. By signing our Terms and

Conditions you are deemed to have accepted our Clients Account Interest and Financial Compensation Policy.

13. Third Party Disclosure

Where we are also acting for your proposed lender in a property transaction, we have a duty to provide your lender with all relevant facts about that transaction. This includes any differences between your mortgage application we receive during the transaction, any cash back payments or any discount schemes a seller is giving you.

14. Money Laundering Regulations 2017 (MLR 2017) and the Proceeds of Crime Act 2002

14.1. Individuals

In accordance with the Law Society's Regulations, we would ask you to kindly let us have a certified copy of your passport, driving licence or other form of photographic identification, a copy of which is taken by us or another solicitor together with copies of two of your utility bills (no more than 3 months' old) when returning the duplicate copy of these terms and conditions. In the absence of certified identification, electronic verification will be required.

14.2. Companies

In the case of companies two directors and/or director and company secretary and any beneficial owner should provide the identification and documentation requested in 14(1) above.

14.3. AML Searches

From 15th December 2007, solicitors are obliged to carry out searches against every new client for transactions to protect against fraudulent activity and money laundering. We carry out an electronic search to satisfy this requirement on all transactions. Whilst this does leave a "soft footprint" on treasury records, it will have no effect whatsoever on your credit rating, regardless of the number of times a search is carried out against you. Your continuing instructions to us amounts to your consent to our carrying out any such searches against you.

14.4. Dealings

As solicitors we are obliged to carry out money laundering checks on you and the circumstances of your matter to ensure that no part of your transaction involves dealings with proceeds of crime, terrorism, tax evasion, fraud or

other money laundering activities. You must tell us any circumstances you are aware of that would involve any such matters or which may appear to involve any such matters. Your continuing instructions to us constitutes your agreement that you have disclosed or will within 14 days of the date of the signing of these terms and conditions disclose any such matters to us, and will disclose any such notifiable change in circumstances during your transaction, and that you will fully indemnify us against any losses suffered by us as a result of any such activities or any omission to disclose such matters to us.

14.5. Proof of Funds

We have a duty to investigate the source of funds which are paid to us and conduct ongoing monitoring. Therefore, for any sums paid to us we reserve the right to ask you to provide us with a copy of the bank statement showing the funds and provide us with an explanation of the origin of the funds to that account. We may then need to ask you for further proof of that origin. Examples of proof are: solicitor's cash statement for a property sale or inheritance; statement from a broker/banker relating to the sale of investments; court order for divorce settlements; payslips or employment contracts. You must also inform us of any subsequent change in the source of funds.

If we are unable to comply with these Regulations due to insufficient documentation or information, we reserve the right to cease acting.

15. Privacy Policy (General Data Protection Regulation ("GDPR") 2018)

Please see the firm's Privacy Policy attached to these terms and conditions as to the collection and storage of your personal data.

16. Emails

Emails are not secure. It is your responsibility to check that any emails received from us are genuine by telephoning the relevant fee earner. We do not accept responsibility/liability for any emails not sent from Comptons Solicitors LLP.

17. Copyright

17.1 As part of your instructions to us, we may draft documents on your behalf. The copyright in such

documents belongs to us and will not be transferred to you without an agreement in writing.

17.2 From time to time, we may use documents created in relation to your matter as a template for later documents (“precedents”). All precedents are stored in paper copy and as part of an electronic system to which all staff have access. Before your documents are stored in this manner, they are amended to ensure that no private or confidential information is disclosed to any third parties.

18. Storage of papers, Wills and deeds

18.1. Following the conclusion of a transaction or case, we will retain the file of papers for such period as we shall deem appropriate in our absolute discretion. If you require such papers, including pre-registration deeds and documents (where the title to property has been registered with The Land Registry) to be kept for any specific period you must give notice in writing to us to that effect but we then reserve the right to require you to take personal custody of the papers. This provision does not apply to current deeds, Wills and securities.

18.2. At our sole discretion we will provide a safe custody service to clients in respect of Wills and a charge will be made to you for such storage. We do not accept any liability in the event of loss and you should ensure that you have adequate insurance cover of your own and that it will extend to storage at our premises of the items concerned

18.3. Where stored papers, Wills, Deeds or Securities are retrieved from storage by us in connection with continuing or new instructions to us to act in connection with the client’s affairs, a charge of £75 plus VAT will be made for such retrieval. We also reserve the right to make an administration charge based on time spent on perusal, correspondence or other work necessary to comply with your instructions.

19. Future Instructions

Unless otherwise agreed, and subject to the application of then current hourly rates, these terms and conditions of business shall apply to any future instructions given by you to us.

20. Complaints Policy and Handling Procedure

We aim to provide an excellent service. The Partners and Staff of Comptons are always keen to ensure that you are

happy and satisfied with the service which we have provided. However, we also appreciate that from time to time clients may feel grievance or wish to lodge a complaint. Accordingly, we have set up an in-house complaints handling procedure which is to operate in such situations. The procedure is as follows:-

20.1. A complaint should initially be raised with the fee earner involved, preferably in writing and setting out the nature of your complaint or grievance. The fee earner will record your complaint in a central register and acknowledge your complaint within seven days. The fee earner will then investigate your complaint and reply to it.

20.2. If the initial reference to the fee earner does not resolve the complaint within 14 days then the problem should be referred to the Partner with ultimate responsibility for your case. The fee earner will inform you of the name of the Partner if you do not know it. The Partner will review your file and will seek to answer and address your complaint and may ask you to attend to discuss your complaint and your matter generally. You should allow a further period of 14 days for this process.

20.3. If you are still dissatisfied, then please address your complaint to the Senior Partner, Stephen Compton. Mr Compton will then provide a final decision within 14 days. You have six months from the date of our final letter in which to complain to the Legal Ombudsman.

20.4. At the conclusion of the firm’s complaints process if you are still dissatisfied you have the right to complain to the Legal Ombudsman, PO Box 6167, Slough SL1 0EH.

Tel: 0300 555 0333

enquiries@legalombudsman.org.uk

www.legalombudsman.org.uk

You can download a complaint form from the website.

Our Complaints Policy and Handling Procedure can be found on the firm’s website.

21. Comptons Client account

Please note that Comptons Client Account is held with Svenska Handelsbanken AB. We will not be liable to you or anyone else for any losses resulting from a banking failure. You should be aware that the £75,000 Financial Services Compensation Scheme Indemnity limit applies to each individual client, so if you hold money in the same bank as us then the limit will remain £75,000 in total (i.e.

your money will be aggregated with the client money we hold for you in the same bank). You should be aware that some banking institutions have several brands but please note that the £75,000 limit applies per institution (not to each brand). You should check with your bank or the FSA for further information.

22. Professional Indemnity

22.1. In the interest of clients, we maintain professional indemnity insurance. Any liability of the firm to you or those claiming through you shall be limited to £3,000,000 (three million pounds). Details may be given on request.

22.2. We will not accept any liability for any loss caused to you by the failure of any bank in which our client account monies are held.

22.3 By continuing to instruct us you agree not to bring any claims personally against any employee, consultant or member of Comptons Solicitors LLP whether past, present or future. The Contract (Rights of Third Parties) Act 1999 entitles all employees, members and partners to the benefit of this provision.

22.4 We will not accept any liability to any third party that may use, rely upon or be given access to the advice provided to you by us or any documents created by us on your behalf.

22.5 Equally, we accept no liability for the acts or omissions of third parties who we may instruct on your behalf or otherwise or to whom we may refer you.

22.6 We will not be liable to you for any losses you may experience if we become unable to provide our services due to circumstances or events occurring outside our control.

23. Conclusion

The purpose of this guide is to tell you more about us and the way we operate. Your instructions in this matter will amount to an acceptance of these terms and conditions of business and we do hope that we will be able to help you achieve a successful conclusion to your transaction or case.

90-92 Parkway

Regents Park

London NW1 7AN

Tel: 0207 485 0888

Fax: 0207 485 1145

advice@comptons.co.uk

www.comptons.co.uk

PRIVACY POLICY
AS TO THE PROCESSING OF PERSONAL DATA
IN ACCORDANCE WITH THE
General Data Protection Regulation
("GDPR") 2018

Comptons Solicitors LLP ("We") are committed to protecting and respecting your privacy. This policy (together with our terms and conditions, client care information, and any other documents referred to in them or provided to you from time to time) sets out the basis on which any personal data we collect from you, or that you provide to us, will be processed by us.

Please read the following carefully to understand our views and practices regarding your personal data and how we will treat it.

For the purpose of the Data Protection Act 1998 (the **Act**), the data controller is Comptons Solicitors LLP of 90/92 Parkway Regents Park London NW1 7AN.

Our nominated Data Protection Officer for the purpose of the Act is Nicholas Goldreich.

Information about you

We are obliged by the Proceeds of Crime Act 2002 and the Money Laundering Regulations 2017 (MLR 2017) which came into force on 26th June 2017 to obtain and hold documents which will contain your personal data in relation to which the GDPR 2018 will apply.

We will collect and process personal data about you in relation to property transactions including mortgages due to the requirements of that Lender or otherwise to carry out your instructions to us generally. Such data will include taking copies and electronically storing photographic identification (such as passport or drivers licence, bank statements and utility bills) as provided by you. If you do not supply us with the personal data we have requested then we cannot proceed with your instructions given the breach of our statutory requirements. Therefore we do not require your consent to process your data in the above circumstances given we have a legitimate interest under GDPR. In the unlikely event we are required to process your data outside the remit of the above then we will seek your specific consent

to do so. In such an event you have the right to withdraw such consent.

Information you give us.

This is information about you that you give us at any time throughout your matter including (without limitation) any information given in forms or contained in any documents, at a meeting, or by corresponding with us by phone, e-mail or otherwise. The information you give us may include your name, address, e-mail address and phone number, employment information, financial and credit card information, passport, driving licence, bank statements, utility bills, personal description and photograph. This will also include images captured by our office's CCTV and any recorded phone conversations. You consent that we may contact you by phone (including mobile); email and post.

Information we collect about you and Information we receive from other sources.

This is information we may receive about you by virtue of our instruction in your matter and our representation of you. This will include (without limitation) information provided by any third party including other solicitors, barristers opponents, lenders, brokers, agents, experts, other advisors and any information of public record; professional indemnity insurers and brokers, auditors, the Solicitors Regulation Authority and the Law Society other professional advisors; Courts, Land Registry, Companies House and other such public bodies (details of which to be disclosed at the commencement of a transaction/as and when the need arises). Identification, fraud prevention and anti-money laundering checks.

Information you give to us and Information we collect about you and Information we receive

We will use this information required for the purpose for which we are instructed; to carry out our obligations arising from any contracts entered into between you and us and to provide you with the information and services that you request from us; to provide you with information about other services we offer that are similar to those that you have already received or enquired about; and to notify you about changes to our service.

We will only disclose your personal information to third parties

if we are under a duty to disclose or share your personal data in order to comply with any legal obligation, or where

required by statute or otherwise in relation to your matter. This includes exchanging information with other companies and organisations for the purposes of fraud and money laundering protection and instructing or liaising with other professional advisors such as barristers, surveyors or accountants.

We will NOT under any circumstances share your data for marketing purposes or profit but only as required to best deal with your work.

Where we store your personal data

We will take all steps reasonably necessary to ensure that your data is treated securely and in accordance with this privacy policy. All information is stored on our secure servers, in paper files in our office or in a secure storage facility once your matter has come to an end. We will take appropriate technical and organisational measures to keep your information confidential and secure in accordance with our internal procedures covering the storage, access and disclosure of information. Information may be kept on our information technology systems or in paper files. Unfortunately, the internet is not completely secure. Although we will do our best to protect your personal data, we cannot guarantee the security of it but we will use strict procedures and security features to try to prevent unauthorised access. The Law Society Rules require us to store papers for 6 years or in some circumstances depending on the matter 12 years. **When this period has expired we will destroy your paper and data files.**

Access to information

The Data Protection Act gives you the right to access information held about you. Your right of access can be exercised in accordance with the Act. Any access request will be subject to a fee of £10 to meet our costs in providing you with details of the information we hold about you.

Right to lodge a complaint

If you are not satisfied with the service we provide with regard to the protection of your Data you are entitled to contact the Information Commissioner's Office Helpline: 0303 123 1113.

Changes to our privacy policy

Any changes we make to our privacy policy in the future will be posted on this page and, where appropriate,

notified to you by e-mail. Please check back frequently to see any updates or changes to our privacy policy.