

## Terms and Conditions

### Gorvins Solicitors

Gorvins Solicitors is a trading name of Gorvins LLP a limited liability partnership registered in England and Wales under company number: OC: 430834, whose registered office address is at Dale House, Tiviot Dale, Stockport, Cheshire, SK1 1TA (collectively referred to as "Gorvins", "we", "us" or "our" in these Terms and Conditions).

When instructing Gorvins you will be working with a legal professional who will act on your instruction and advise based upon the instructions provided. It is important to note that we use the title "partner" to both include those persons who are "members" of the LLP and also those who are employees of, or consultants to, Gorvins Solicitors but with appropriate experience and qualification. A list of members and list of other partners, including consultants, is available for inspection at our registered office, or we will provide a copy to you if requested.

### Our Commitment to You

- Gorvins is dedicated to providing all of our clients with the highest quality legal advice, to enable them to make the best decisions in their business and personal dealings.

### Hours of Business

- Our offices are normally open between 9.00am and 5.30pm Monday to Friday.

### Charges

- Our charges are usually calculated on the basis of the time spent working on your matter. This includes meetings with you and others, time spent travelling, considering, preparing and working on papers, correspondence (whether by letter, email or otherwise), making and receiving telephone calls and attending at Court. Time is recorded and charged in 6 minute units. Each activity is charged at a minimum of one 6 minute unit.
- The current hourly rates for those likely to be involved in your matter are set out below. Please note that these rates exclude VAT, which must be added to the bill at the then prevailing rate. At present, VAT is 20 per cent. Our VAT registration number is 355 0602 22.

Case Manager	£ 90 - £115
Trainee Solicitors/Paralegals	£100 - £140
Associates/Legal Executives	£135 - £220
Senior Associates	£185 - £225
Consultants	£225 - £350
Partners	£201 - £250

- If it is possible to give a realistic estimate of the costs of your matter, this will be done in a separate letter.
- We annually review the hourly rates on 1<sup>st</sup> December to reflect inflation and increases in overhead costs. You will be informed in writing of any increase in rates before it takes effect.
- On the basis of the information currently available the above rates are accurate. However, we may have to review these rates to take into account various unforeseen factors. Such factors include, for example, the complexity of the issues, the urgency of action, the expertise or specialist knowledge the matter requires and the need to carry out work outside of normal office hours. Any such increase will always be reasonable and proportionate.
- We may have previously agreed to charge a fixed fee. If that is the case then a separate letter will be forwarded to you setting out the work we have agreed to do and the amount of the fee. Alternatively, we may have agreed a conditional fee. If this is the case you will receive additional information on this.
- We will make a minimum charge of £30 (plus VAT) for electronic transfers of money from bank account to bank account, a minimum charge of £35 (plus VAT) for photocopying and faxes, a charge of £1 (+ VAT) for each A4 colour photocopy and a charge of £5 (+ VAT) for each electronic identification search we make (see Money Laundering Regulations below).

### Payments we may make on your behalf

- We often have to make payments on behalf of clients. These payments are known as disbursements and include (for example) court fees, land registry fees, stamp duty and experts' fees. We may ask you to pay money in advance, or 'on account' in order to fund these payments. We have no obligation to make these payments if you have not provided money on account when requested.

### Third Parties

- You will be responsible for paying our costs in full regardless of any obligation on or undertaking by a third party to pay our costs.
- Our duty is to you at all times and we will not accept or receive instructions from a third party which may give rise to a conflict of interest.
- If your matter involves court or other proceedings where you hope or expect to recover costs from your opponent, our fees may well be greater than the amount that you can recover. Your opponent may not be required to pay or be capable of paying all the charges and expenses you incur with us. Notwithstanding any order for costs, you are responsible for paying our charges and expenses and any amounts that can be recovered will be a contribution towards them.
- If your opponent has a Legal Aid Agency Certificate (Legal Aid) you will be unlikely to recover any of the costs even if you succeed.

- If you are unsuccessful in court proceedings you may be ordered to pay the other party's charges and expenses. That money would be payable in addition to our charges and expenses.
- In some circumstances it is possible that you may have a policy of household insurance that will cover some of our legal costs. Arrangements can also be made to take out insurance to cover liability for your opponent's legal expenses. Please discuss these options with us if you would like us to look into them further.

#### Payment Arrangements

- As mentioned above it is likely that we will ask for payment on account from time to time to fund the charges and expenses that are expected to follow. These will usually be requested in writing. If these requests are not met with prompt payment, delays in your matter may result.
- We will normally invoice you for our costs and expenses every month unless otherwise agreed. Invoices should be paid within one month. If they are not, we may charge interest on the unpaid bill (at the rate of 8% per annum from the date when payment becomes due until the date of actual payment). If you are three or more months in arrears we may cease to act for you. In certain transactions we have the authority to prevent completion until payment has been made.
- By signing and returning our letter of engagement you are agreeing that you can and will pay our fees.
- Upon settlement of a compensation claim it is a term of business that all costs and disbursements are deducted from compensation monies despite the fact that a contribution of costs has been agreed by or ordered against your opponent. We therefore require you to sign an authority, authorising the defendant or the insurers to make payment of the compensation directly to us.

#### Commission, Interest and Recovered Charges

- Any commission or interest (subject to certain minimum amounts) or charges recovered by us in connection with your matter will be paid over after they have been set off against any outstanding costs.

#### Payment of Interest on Client Account Monies

- The Firm pays interest on monies held on your behalf when it is fair and reasonable to do so.
- The level of interest is calculated over the whole period for which the money is held. Interest is usually paid at the conclusion of a matter, or upon a reasonable request or, if appropriate, it can be paid at regular intervals over the course of a matter. The Firm sets a "de-minimis" limit of £20, meaning that interest will only be paid should the total interest accrued exceed £20.
- It is important to note that we are obliged by the Solicitors' Regulation Authority to hold monies on instant access, which results in a materially lower level of interest rates than that available by you personally putting monies on deposit.
- Interest rates payable are subject to change when bank base rates change. The existing rates payable are available upon request.

#### Financial Services Compensation Scheme (FSCS)

FSCS also protects temporary high balances in your account of up to £1million for up to six months. This temporary high balance in your funds in our client bank account could arise by:

- Real estate transactions (property purchase, sale proceeds, equity release - relating to your main residence only).
- Benefits payable under an insurance policy.
- Personal injury compensation (unlimited amount).
- Disability or incapacity (state benefits).
- Claim for compensation for unfair dismissal.
- Redundancy (voluntary or compulsory).
- Marriage or civil partnership.
- Divorce or dissolution of their civil partnership.
- Benefits payable on retirement.
- Benefits payable on death.
- A claim for compensation in respect of a person's death.
- Inheritance.
- Proceeds of a deceased's estate held by their personal representative.
- If requires to prove you've held a temporary high balance you or we may need to provide proof, which could include (but not be limited to) the following:
  - A property sale receipt or agreement.
  - A court judgement.
  - A will.
  - A letter from an insurer regarding an insurance payout.
  - A letter from a lawyer, conveyancer, mortgage provider, former employer, pension trustees.
  - Court orders.
  - Social security statements.
  - Probate/letters of administration.
  - Death/marriage certificate.
  - Land register and HMRC records.
- This list is not exhaustive and the evidence required will depend on the individual circumstances. If relevant supporting evidence is provided then the FSCS will pay you compensation within three months.

### Exclusions and Limitations on our liability to you

- We shall not be liable to you for any loss of opportunity, profit or any indirect loss (whether caused by our negligence or that of our employees, agents or otherwise) which you may claim against us which arise out of or in connection with the provision of our services to you (including any delay in providing or failure to provide the service). This provision applies to commercial clients only and does not apply to you if you are a consumer.
- Our aggregate liability to you, and that of our employees and consultants in any circumstances whatsoever, whether in contract, tort, statute or otherwise and howsoever caused (including our or their negligence) for loss or damage arising from or in connection with this and all other matters shall be limited to the maximum sum of £17,500,000.00 (excluding interest and costs).
- Our liability to you, and that of our employees and consultants, is limited to exclude liability for any loss or damage arising by reason of the failure of any bank to which your money is paid to repay that money when requested to do so, whether by reason of the bank's administration or insolvency or otherwise.
- Neither of the above provisions excluding or limiting our liability to you apply in the case of fraud or reckless conduct on our part.
- A copy of our professional negligence insurance policy is available to be inspected (during normal working hours) at our office in Stockport.

### Authorised Disclosure

- Where we are also acting for a third party involved on your side of the matter, such as a proposed lender or an insurance company then we will have a duty to fully disclose to them all relevant facts about your matter. By instructing us you are authorising us to make such disclosure.

### Tax and Investment Matters

- Unless specifically agreed in writing, we are not advising on any tax or investment aspects of any proposed transaction, which it is assumed will be dealt with by your tax or investment advisors. If you have none, or you have not received tax or investment advice from them, please raise this with us and we can consider with you the best way in which you should receive such advice. We will supply all information requested of us by your tax or investment advisor.
- If you need advice on investments, we may have to 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.
- 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 at [www.fca.gov.uk/register](http://www.fca.gov.uk/register)
- The Solicitors Regulations Authority is the independent regulatory arm of the legal profession in England and Wales. The Legal Ombudsman deals with complaints against lawyers. If you are unhappy with any investment advice you receive from us, you should raise your concerns with either of those bodies.

### Client Satisfaction

- It is important to us that our clients receive the best possible service from Gorvins. Therefore, if you are unhappy with any part of our service or this firm's invoice for those services then please raise your concern with the person responsible for carrying out the work on your case. If you remain unsatisfied please contact the Head of the Department you are concerned with, who will deal with your complaint in full. The Complaints Partner, Andrew Curwen, will thoroughly investigate your complaint if you are still unhappy at this stage. Full written details of our complaints procedure are available on request.
- We are regulated by the Solicitors Regulation Authority under number 801186 and are subject to the SRA Code of Conduct 2011 ([www.sra.org.uk/solicitors/code-of-conduct](http://www.sra.org.uk/solicitors/code-of-conduct)). In the event you feel your complaint has not been properly handled within eight weeks after the Firm received it then you have the right to refer the matter to the Legal Ombudsman ([www.legalombudsman.org.uk](http://www.legalombudsman.org.uk)). PO Box 6806, Wolverhampton, WV1 9WJ, 0300 555 0333. In certain circumstances, you may also be entitled to have our charges reviewed by the Court under sections 70-72 of the Solicitors Act 1974.

### Storage and Retrieval of Documents

- After completing the work or the termination of your instructions (please see below) we are entitled to keep all your papers and documents where there is money owed to us for our charges and expenses.
- We will keep our file of papers (except for those papers and documents that you have requested be returned to you) for a limited number of years depending on the type of matter (please ask the person responsible for your matter if you would like to know how long this is). We will keep the file on the understanding that we have the authority to destroy it after this period of time. We will not destroy documents that you ask us to deposit in safe custody.
- We will not normally charge for retrieving papers or documents from storage that are in relation to continuing or new instructions. We may charge for time spent producing the papers or documents, reading or performing other work at your request.

### Data Protection

- At Gorvins Solicitors we respect your privacy and we are committed to protecting your personal data.

- Details of our privacy notice which informs you as to how we collect and use any personal information about you, tells you about your privacy rights and how the law protects you is set out in the Appendix to this Terms of Business and is also available online at [www.gorvins.com/privacy-policy/](http://www.gorvins.com/privacy-policy/)
- If you have any questions about our use of your information or if you wish to let us know about changes to your personal details then please write to The Data Protection Partner, Gorvins Solicitors, Dale House, Tiviot Dale, Stockport, SK1 1TA or email [dataprotection@govins.com](mailto:dataprotection@govins.com)

#### Cancellation - Consumer Clients Only

- We are required to inform you that where you are a new consumer client of the firm, and have not attended our offices in person, but have either instructed us using a form of "Distance Communications" such as telephone or e-mail, or where you have instructed us during a visit to your home or place of work by us or our agents, then you have a right to withdraw your instructions, in accordance with the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations, 2013, within 14 working days from first instructing us without any charge being made by us. This may be done by giving us a notice in writing or e-mail at any time during the 14 day period. However this cancellation right does not apply if we start work within the 14 day period with your prior consent.
- If you requested to begin the performance of services during the cancellation period, you shall pay us an amount which is in proportion to what has been performed until you have communicated us your cancellation from this contract, in comparison with the full coverage of the contract.

#### Termination

- You may terminate your instructions with us in writing at any time. However, we may (as stated above) keep all papers and documents belonging to you where there is money owing to us.
- We may only decide to stop acting for you with good reason, for example, if you do not pay an interim bill. We must give you reasonable notice that we will stop acting for you.
- If you or we decide that we should stop acting for you, you will pay our charges up until that point. These will be calculated on a hourly rate basis or as a proportion of any agreed fee, plus expenses.

#### Money Laundering Regulations

- The laws relating to money laundering dictate that identification be obtained from all clients when taking instructions on certain types of matters. This identification must be copied and records of it kept for at least six years. As this is a legal requirement please do not be offended when it is requested.
- In order to verify your identity and satisfy our obligations under the money laundering regulations, we may use an electronic identity checking facility provided by a third party for which a charge of £5.00 plus VAT per search will be made. This will verify the personal information you have already supplied to us by checking information on certain databases such as the Electoral Roll, DVLA database and your credit file. Although this search will show on your credit file it will have no impact on your credit rating. By instructing us to act on your behalf, you are consenting to us undertaking such electronic searches.
- Clients will appreciate that Money Laundering is a very serious offence and you should note that any suspicious transactions will be reported to the appropriate authorities in the UK without further reference to yourself, unless legal professional privilege applies to protect your matter from disclosure. We are not liable for damages arising out of delays or any other cause relating to our adherence to the Money Laundering Regulations and all other connected legislation.
- As a matter of policy we will not accept payment of cash in excess of £1,000 for whatever purpose.

#### Confidentiality

- Whilst we assure you confidentiality whilst handling your matter, it sometimes becomes necessary for us to seek advice or assistance from third parties who will also be subject to rules of confidentiality. By instructing us you are giving us the authorisation to work with such third parties where necessary to progress your matter.
- We may hold information on another client's file which is material to the work we are doing for you. However that information may not be available to the public and it would be a breach of client confidentiality for us to pass that information onto you. By instructing us, you agree that in these circumstances you do not require us to pass such information on to you and relieve us from our obligation to do so. We will, of course, apply the same standard of confidentiality to your files.

#### Quality Standards

- Gorvins adopts stringent quality control measures. As a result of this we may become subject to periodic checks by outside assessors. This could mean that your file is selected for checking, in which case we would need your consent for inspection to occur. All inspections are, of course, conducted in confidence. Since very few of our clients do object to this we will assume that we do have your consent unless you notify us to the contrary.

#### Equality and diversity

- As solicitors, we have a duty not to discriminate, either directly or indirectly, against any person on the grounds of race or racial group, sex, sexual orientation, religion or belief, age or disability. We will take all reasonable steps to comply with the terms of our equality and diversity policy in the progression of your matter and in all of our dealings with employees, partners, barristers, other lawyers, clients and third parties. We will be happy to provide you with a copy of our equality and diversity policy upon request.

#### Applicable Law

- Our contract for the provision of services will be governed by English Law.

Agreement

- Unless otherwise agreed, these Terms and Conditions will also apply to any future instructions you give us. Your continuing instructions in this matter will amount to your acceptance of these Terms and Conditions.

I agree to instruct Gorvins Solicitors in accordance with the above Terms and Conditions.

Signed by: **Mr Test Case**

Signature:.....

Date: .....

Signed by: **Mr Chris Walker**

Signature:.....

Date: .....

File No. 9999999.277

**Cancellation Notice Form**

To Gorvins Solicitors of Dale House, Tiviot Dale, Stockport SK1 1TA, fax number 0161 930 5252 and email; [enquiries@gorvins.com](mailto:enquiries@gorvins.com):

I/We hereby give notice that I/we cancel my/our contract for the supply of the legal services as agreed to be provided on the.....day of.....2020.

Surname:.....

First Name:.....

Address:.....  
.....  
.....

Post Code: .....

Solicitors Name:.....

Gorvins Reference:.....

## Appendix - Gorvins Solicitors - Privacy Notice

### **Introduction**

Welcome to the Gorvins Solicitors' privacy notice.

Gorvins Solicitors is a trading name of Gorvins LLP (Company number: OC 430834) (collectively referred to as "Gorvins", "we", "us" or "our" in this privacy notice) respects your privacy and is committed to protecting your personal data. This privacy notice will inform you as to how we collect and use any personal information about you and tell you about your privacy rights and how the law protects you.

### **1. Important information and who we are**

#### **Controller**

Gorvins Solicitors is the "data controller" and is responsible for your personal data.

We have appointed a Data Protection Partner (DPP) who is responsible for overseeing questions in relation to this privacy notice. If you have any questions about this privacy notice, including any requests to exercise your legal rights, please contact the DPP using the details set out below.

#### **Contact details**

Our full details are: Gorvins Solicitors is a trading name of Gorvins LLP a limited liability partnership registered in England and Wales under company number: OC 430834

Registered Office and postal address: Dale House, Tiviot Dale, Stockport, Cheshire, SK1 1TA

Name of Data Protection Partner: Christian Mancier

Email address: dataprotection@govins.com

Telephone number: 0161 930 5151

ICO registration number: ZA767572

You have the right to make a complaint at any time to the Information Commissioner's Office (ICO), the UK supervisory authority for data protection issues ([www.ico.org.uk](http://www.ico.org.uk) Wycliffe House, Water Lane, Wilmslow, Cheshire, SK9 5AF). We would, however, appreciate the chance to deal with your concerns before you approach the ICO so please contact us in the first instance.

#### **Purpose of this privacy notice**

This privacy notice aims to give you information on how we, Gorvins Solicitors, collects and processes your personal data which we may collect from you, whether that be in the process of providing legal services to you or any organisation you represent, when we meet you, communicate with you via e-mail or hard copy correspondence, engage with us via social media, when you attend (or register to attend) one of our events or through your use of the Gorvins website or app, including any data you may provide through our website and/or app when you sign up to our newsletter or take part in a competition.

It is important that you read this privacy notice together with any other privacy notice or fair processing notice we may provide on specific occasions when we are collecting or processing personal data about you so that you are fully aware of how and why we are using your data. This privacy notice supplements the other notices and is not intended to override them.

We collect information from you when you fall into one (or more) of the following categories:

**"Clients"** means any individual natural person who has engaged us to provide legal advice to them (alone or jointly) in their personal capacity.

**"Instructing Officers"** means individual natural persons who have instructed us to provide legal services either on behalf of another person (e.g. a minor or individual lacking mental capacity) or to a company, partnership, trust, estate, agency, department, other forms of corporate entities or any other group or organisation (whether incorporated or unincorporated) whom they represent.

**"Subscribers"** means any individual natural person who has signed up to one of our newsletters or bulletins, has attended (or registered to attend) any of our events (whether those events be put on by Gorvins or by Gorvins in conjunction with a third party), follows us on social media or has made an enquiry to Gorvins relating to the possible provision of legal services, whether via our website, app or otherwise, either in their capacity as a potential Client or a potential Instructing Officer.

Please note you may fall into one or more of the above categories and as a result we may hold your personal information in a number of different capacities.

#### **Changes to the privacy notice and your duty to inform us of changes**

This version was last updated on 25th May 2018 and historic versions can be obtained by contacting us.

It is important that the personal data we hold about you is accurate and current. Please keep us informed if your personal data changes during your relationship with us.

### **Third-party links**

The Gorvins website and app may include links to third-party websites, plug-ins and applications. Clicking on those links or enabling those connections may allow third parties to collect or share data about you. We do not control these third-party websites and are not responsible for their privacy statements. When you leave our website or app, we encourage you to read the privacy notice of every website you visit.

### **Employees, partners and consultants.**

We have a separate privacy notice for those who are (or have been) employees, consultants or partners of Gorvins which sets out the additional information we may hold about employees, consultants or partners of Gorvins. If you are (or were) an employee, consultant or partner of Gorvins then please contact the DPP via [dataprotection@gorvins.com](mailto:dataprotection@gorvins.com) for further information.

## **2. The data protection principles**

We adhere to the principles relating to Processing of Personal Data set out in the General Data Protection Regulation (GDPR) which require Personal Data to be:

- (a) Used lawfully, fairly and in a transparent way.
- (b) Collected only for valid purposes that we have clearly explained to you and not used in any way that is incompatible with those purposes.
- (c) Relevant to the purposes we have told you about and limited only to those purposes.
- (d) Accurate and up to date.
- (e) Kept as long as necessary for the purposes we have told you about.
- (f) Kept securely.

We are responsible for and must be able to demonstrate compliance with the data protection principles listed above.

## **3. The data we collect about you**

Personal data, or personal information, means any information about an individual from which that person can be identified. It does not include data where the identity has been removed (anonymous data).

We may collect, use, store and transfer different kinds of personal data about you which we have grouped together follows:

- **Identity Data** includes first name, maiden name, last name, username or similar identifier, marital status, title, date of birth, gender, job title, photographic identification, proof of address identification, credit check and electronic ID verification.
- **Contact Data** includes billing address, correspondence address, email address and telephone numbers.
- **Financial Data** includes bank account and payment card details.
- **Matter Data** includes details we may hold about you which are connected to the specific matter where we are instructed to provide legal advice to you or the organisation or person(s) you represent, whether in your capacity as a Client or Instructing Officer. This will vary depending on the nature of the matter and legal advice you are seeking. By way of example this may include information such as employment information, tax details, marriage/relationship information, directorship and/or shareholding details, personal correspondence and personal financial information.
- **Relationship Data** includes Identity Data and Contact Data along with other information regarding your relationship with Gorvins which will include details of the length of relationship with Gorvins, those matters where you have instructed Gorvins, members of staff at Gorvins you have worked with, details of your attendance at events run by Gorvins and dietary information where you have attended a Gorvins event.
- **Transaction Data** includes details about payments to and from you and other details of products and services we have provided you with.
- **Technical Data** includes internet protocol (IP) address, your login data, browser type and version, time zone setting and location, browser plug-in types and versions, operating system and platform and other technology on the devices you use to access our website and/or app.
- **Profile Data** includes your username and password used to log into our website or app, your interests, preferences, feedback and survey responses.
- **Usage Data** includes information about how you use our website or app, products and services.
- **Marketing and Communications Data** includes your preferences in receiving marketing from us and our third parties, your communication preferences, information on click throughs, open rates, bounce rates and return to sender notifications relating to e-mail communications and details of your attendance at events run by Gorvins.
- **Social Media Data** including usernames, company details and engagement information (such as likes, shares, retweets, comments) when you engage with our social media accounts on Twitter, Facebook, Linked In and You Tube.
- **Monitoring Data** includes CCTV images and visitor registration data (name, company, person you are seeing, vehicle registration details, time in and time out) when you visit our offices.

We also collect, use and share **Aggregated Data** such as statistical or demographic data for any purpose. Aggregated Data may be derived from your personal data but is not considered personal data in law as this data does **not** directly or indirectly reveal your identity. For example, we may aggregate your Usage Data to calculate the percentage of users accessing a specific website or app feature. However, if we combine or connect Aggregated Data with your personal data so that it can directly or indirectly identify you, we treat the combined data as personal data which will be used in accordance with this privacy notice.

## **Special Categories of Personal Data**

We may collect Special Categories of Personal Data about you (this includes details about your race or ethnicity, religious or philosophical beliefs, sex life, sexual orientation, political opinions, trade union membership, information about your health, genetic and biometric data and criminal convictions and offences). This will be collected only to the extent it is relevant to the legal advice you are asking us to provide. For example where we are acting on a personal injury matter we will need to process medical details relating to your injury. If we are providing advice in relation to a matrimonial matter we may need to process details relating to your sexual life, sexual orientation, medical and health records and criminal convictions and offences. Where we collect any of this information from a third party we will always ask you to confirm the accuracy of the information.

## **If you fail to 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 fail to provide that data when requested, we may not be able to perform the contract we have or are trying to enter into with you (for example, to provide you with goods or services). In this case, we may have to cancel a product or service you have with us but we will notify you if this is the case at the time.

## **4. How is your personal data collected?**

We use different methods to collect data from and about you including through:

- **Direct interactions.** You may give us your Identity, Contact, Marketing and Communications, Social Media and Financial Data by filling in forms or by corresponding with us by post, phone, email or otherwise. This includes personal data you provide when you:
  - ask us to provide you with legal services;
  - make an enquiry via our website;
  - use our app;
  - visit our offices or meet with us;
  - subscribe to our online services or publications;
  - request marketing to be sent to you;
  - enter a competition, promotion or survey;
  - engage with us via social media; or
  - give us some feedback.
- **Automated technologies or interactions.** As you interact with our website or app, we may automatically collect Technical Data about your equipment, browsing actions and patterns. We collect this personal data by using cookies, server logs and other similar technologies. We may also receive Technical Data about you if you visit other websites employing our cookies. Please see our cookie policy ([www.govins.com/cookie-ususage-and-data-collection/](http://www.govins.com/cookie-ususage-and-data-collection/)) for further details.
- **Third parties or publicly available sources.** We may receive personal data about you from various third parties and public sources as set out below:

Technical Data from the following parties:

- (a) analytics providers such as Google based outside the European Economic Area (EEA);
  - (b) advertising networks such as Google Ads, Facebook and Twitter based outside the EEA; and
  - (c) search information providers such as Experian (via its 192.com service), Credit Safe, CRIF and Legalinx as well as credit reference agencies and other background check agencies based inside the EEA.
- Contact, Financial and Transaction Data from providers of technical, payment and delivery services such as National Westminster Bank plc and Worldpay based inside the EEA.
  - Identity and Contact Data from publicly available sources such as Companies House and the Electoral Register based inside the EEA.

## **5. How we use your personal data**

We will only use your personal data when the law allows us to. Most commonly, we will use your personal data in the following circumstances:

- Where we need to perform the contract we are about to enter into or have entered into with you (whether that be in your capacity as a Client or where you are an Instructing Officer on behalf of our ultimate client).
- Where it is necessary for our legitimate interests (or those of a third party) and your interests and fundamental rights do not override those interests.
- Where we need to comply with a legal or regulatory obligation.

Please see the *Glossary* section at paragraph 11 of this Privacy Policy to find out more about the types of lawful basis that we will rely on to process your personal data.

Generally we do not rely on consent as a legal basis for processing your personal data other than in relation to sending third party direct marketing communications to you via email or text message. You have the right to withdraw consent to marketing at any time by contacting us using the contact details set out at paragraph 1 of this Privacy Policy.

#### Purposes for which we will use your personal data

We have set out below, in a table format, a description of all the ways we plan to use your personal data, and which of the legal bases we rely on to do so. We have also identified what our legitimate interests are where appropriate.

Note that we may process your personal data for more than one lawful ground depending on the specific purpose for which we are using your data. Please contact us using the contact details set out at paragraph 1 of this Privacy policy if you need details about the specific legal ground we are relying on to process your personal data where more than one ground has been set out in the table below.

Purpose/Activity	Type of data	Lawful basis for processing including basis of legitimate interest
To register you (or the organisation you represent where you are an Instructing Officer) as a new customer, avoid any conflict of interest and to comply with our “know your client” and anti-money laundering obligations	(a) Identity  (b) Contact	(a) Performance of a contract with you (or the organisation you represent where you are an Instructing Officer)  (b) Necessary for the legitimate interests of the organisation you represent where you are an Instructing Officer  (c) Necessary for the vital interests of the person(s) you represent where you are an Instructing Officer on behalf of another person (e.g. a minor or individual lacking mental or physical capacity)
To process and deliver legal services to you (or the organisation you represent where you are an Instructing Officer) including:  (a) Communicating with you, taking instructions and giving legal advice  (b) Managing payments, fees and charges  (b) Collecting and recovering money owed to us	(a) Identity  (b) Contact  (c) Financial  (d) Matter  (e) Transaction  (f) Marketing Communications	(a) Performance of a contract with you (or the organisation you represent where you are an Instructing Officer)  (b) Necessary for the legitimate interests of the organisation you represent where you are an Instructing Officer  (c) Necessary for the vital interests of the person(s) you represent where you are an Instructing Officer on behalf of another person (e.g. a minor or individual lacking mental or physical capacity)  (d) Necessary for our legitimate interests (to recover debts due to us)
To manage our relationship with you (or the organisation you represent where you are an Instructing Officer) which will include:  (a) Notifying you about changes to our terms or privacy policy  (b) Asking you to leave a review or take a survey  (c) Providing you with a safe environment when you visit our offices	(a) Identity  (b) Contact  (c) Profile  (d) Relationship  (e) Marketing Communications  (f) Social Media  (g) Monitoring Data	(a) Performance of a contract with you (or the organisation you represent where you are an Instructing Officer)  (b) Necessary for the legitimate interests of the organisation you represent where you are an Instructing Officer  (c) Necessary to comply with a legal obligation  (d) Necessary for our legitimate interests (to keep our records updated, to study how customers use our services, to collate feedback on our services and to provide you with a safe environment when you visit our offices)
To enable you to partake in a prize draw, competition or complete a survey	(a) Identity  (b) Contact  (c) Profile  (d) Usage  (e) Marketing	(a) Performance of a contract with you (or the organisation you represent where you are an Instructing Officer)  (b) Necessary for our legitimate interests (to study how Clients, Instructing Officers and Subscribers use our services, to develop them and grow our business)

	Communications (f) Social Media	
To administer and protect our business, website and app (including troubleshooting, data analysis, testing, system maintenance, support, reporting and hosting of data)	(a) Identity (b) Contact (c) Technical (d) Profile	(a) Necessary for our legitimate interests (for running our business, provision of administration and IT services, network security, to prevent fraud and in the context of a business reorganisation or group restructuring exercise)  (b) Necessary to comply with a legal obligation
To deliver relevant website and app content and advertisements to you and measure or understand the effectiveness of the advertising we serve to you	(a) Identity (b) Contact (c) Profile (d) Usage (e) Marketing and Communications (f) Technical	Necessary for our legitimate interests (to study how Clients, Instructing Officers and Subscribers use our services, to develop them, to grow our business and to inform our marketing strategy)
To use data analytics to improve our website and app, products/services, marketing, customer relationships and experiences	(a) Technical (b) Usage (c) Social Media	Necessary for our legitimate interests (to define types of customers for our services, to keep our website and app updated and relevant, to develop our business and to inform our marketing strategy)
To make suggestions and recommendations to you about services or events that may be of interest to you and to provide you with newsletters, bulletins and other information about our services	(a) Identity (b) Contact (c) Technical (d) Usage (e) Profile (f) Social Media Data (g) Marketing and Communications Data	(a) Necessary for our legitimate interests (to develop our services and grow our business)  (b) With your consent
To operate our social media accounts and engage with you via these accounts	(a) Identity (b) Profile (c) Marketing Communications (d) Social Media	Necessary for our legitimate interests (in maintaining a relevant, visible and engaging social media presence)

## Marketing

We strive to provide you with choices regarding certain personal data uses, particularly around marketing and advertising. You have the right to withdraw your consent or amend your marketing preferences at any time by contacting [dataprotection@govins.com](mailto:dataprotection@govins.com)

### Promotional offers from us

We may use your Identity, Contact, Technical, Usage, Profile, Relationship, Marketing and Communications and Social Media Data to form a view on what we think you may want or need, or what may be of interest to you. This is how we decide which products, services and offers may be relevant for you (we call this marketing).

You will receive marketing communications from us if you have requested information from us or purchased services from us or have attended one of our events or if you provided us with your details when you entered a competition or registered for a promotion and, in each case, you have not opted out of receiving that marketing.

### Third-party marketing

We will get your express opt-in consent before we share your personal data with any organisation outside of Govins for marketing purposes.

## **Opting out**

You can ask us or third parties to stop sending you marketing messages at any time by following the opt-out links on any marketing message sent to you or by contacting us using the contact details set out at paragraph 1 of this Privacy Policy at any time.

Where you opt out of receiving these marketing messages, this will not apply to personal data provided to us as a result of the provision of legal advice (where this is necessary for the performance of a contract) or on a legitimate interest basis.

## **Cookies**

You can set your browser to refuse all or some browser cookies, or to alert you when websites set or access cookies. If you disable or refuse cookies, please note that some parts of this website may become inaccessible or not function properly. Please see our cookie policy ([www.gorvins.com/cookie-ususage-and-data-collection/](http://www.gorvins.com/cookie-ususage-and-data-collection/)) for further details.

## **Change of purpose**

We will only use your personal data for the purposes for which we collected it, unless we reasonably consider that we need to use it for another reason and that reason is compatible with the original purpose. If you wish to get an explanation as to how the processing for the new purpose is compatible with the original purpose, please contact us using the contact details set out at paragraph 1 of this Privacy Policy at any time.

If we need to use your personal data for an unrelated purpose, we will notify you and we will explain the legal basis which allows us to do so.

Please note that we may process your personal data without your knowledge or consent, in compliance with the above rules, where this is required or permitted by law.

## **6. Disclosures of your personal data**

We may have to share your personal data with the parties set out below for the purposes set out in the table in paragraph 4 above.

- External Third Parties as set out in the Glossary at paragraph 11 of this Privacy Notice.
- Third parties to whom we may choose to sell, transfer, or merge parts of our business or our assets. Alternatively, we may seek to acquire other businesses or merge with them. If a change happens to our business, then the new owners may use your personal data in the same way as set out in this privacy notice.

We require all third parties to respect the security of your personal data and to treat it in accordance with the law. We do not allow our third-party service providers to use your personal data for their own purposes and only permit them to process your personal data for specified purposes and in accordance with our instructions.

## **7. International transfers**

Many of our external third parties are based outside the EEA so their processing of your personal data will involve a transfer of data outside the EEA.

Whenever we transfer your personal data out of the EEA, we ensure a similar degree of protection is afforded to it by ensuring at least one of the following adequate safeguards is implemented:

- We will only transfer your personal data to countries that have been deemed to provide an adequate level of protection for personal data by the European Commission. For further details, see European Commission: Adequacy of the protection of personal data in non-EU countries.
- Where we use certain service providers, we may use specific contracts approved by the European Commission which give personal data the same protection it has in Europe. For further details, see European Commission: Model contracts for the transfer of personal data to third countries.
- Where we use providers based in the US, we may transfer data to them if they are part of the Privacy Shield which requires them to provide similar protection to personal data shared between the Europe and the US. For further details, see European Commission: EU-US Privacy Shield.

Please contact us using the contact details set out at paragraph 1 of this Privacy Policy at any time if you want further information on the specific mechanism used by us when transferring your personal data out of the EEA.

## **8. Data security**

We have put in place appropriate security measures to prevent your personal data from being accidentally lost, used or accessed in an unauthorised way, altered or disclosed. In addition, we limit access to your personal data to those employees, agents, contractors and other third parties who have a business need to know. They will only process your personal data on our instructions and they are subject to a duty of confidentiality.

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

## 9. Data retention

### How long will you use my personal data for?

We will only retain your personal data for as long as necessary to fulfil the purposes we collected it for, including for the purposes of satisfying any legal, accounting, regulatory or reporting requirements.

To determine the appropriate retention period for personal data, we consider the amount, nature, and sensitivity of the personal data, the potential risk of harm from unauthorised use or disclosure of your personal data, the purposes for which we process your personal data and whether we can achieve those purposes through other means, and the applicable legal requirements.

Details of retention periods for different aspects of your personal data are available in our retention policy which you can request from us by contacting us using the contact details set out at paragraph 1 of this Privacy Policy at any time.

By law we have to keep basic information about our customers (including Contact, Identity, Financial and Transaction Data) for six years after they cease being customers for tax and regulatory purposes.

In some circumstances we may anonymise your personal data (so that it can no longer be associated with you) for research or statistical purposes in which case we may use this information indefinitely without further notice to you.

## 10. Your legal rights

You have the right to:

**Request access** to your personal data (commonly known as a "data subject access request"). This enables you to receive a copy of the personal data we hold about you and to check that we are lawfully processing it.

**Request correction** of the personal data that we hold about you. This enables you to have any incomplete or inaccurate data we hold about you corrected, though we may need to verify the accuracy of the new data you provide to us.

**Request erasure** of your personal data. This enables you to ask us to delete or remove personal data where there is no good reason for us continuing to process it. You also have the right to ask us to delete or remove your personal data where you have successfully exercised your right to object to processing (see below), where we may have processed your information unlawfully or where we are required to erase your personal data to comply with local law. Note, however, that we may not always be able to comply with your request of erasure for specific legal reasons which will be notified to you, if applicable, at the time of your request.

**Object to processing** of your personal data where we are relying on a legitimate interest (or those of a third party) and there is something about your particular situation which makes you want to object to processing on this ground as you feel it impacts on your fundamental rights and freedoms. You also have the right to object where we are processing your personal data for direct marketing purposes. In some cases, we may demonstrate that we have compelling legitimate grounds to process your information which override your rights and freedoms.

**Request restriction of processing** of your personal data. This enables you to ask us to suspend the processing of your personal data in the following scenarios: (a) if you want us to establish the data's accuracy; (b) where our use of the data is unlawful but you do not want us to erase it; (c) where you need us to hold the data even if we no longer require it as you need it to establish, exercise or defend legal claims; or (d) you have objected to our use of your data but we need to verify whether we have overriding legitimate grounds to use it.

**Request the transfer** of your personal data to you or to a third party. We will provide to you, or a third party you have chosen, your personal data in a structured, commonly used, machine-readable format. Note that this right only applies to automated information which you initially provided consent for us to use or where we used the information to perform a contract with you.

**Withdraw consent** at any time where we are relying on consent to process your personal data. However, this will not affect the lawfulness of any processing carried out before you withdraw your consent. If you withdraw your consent, we may not be able to provide certain products or services to you. We will advise you if this is the case at the time you withdraw your consent.

If you wish to exercise any of the rights set out above, please contact us using the contact details set out at paragraph 1 of this Privacy Policy at any time.

### No fee usually required

You will not have to pay a fee to access your personal data (or to exercise any of the other rights). However, we may charge a reasonable fee if your request is clearly unfounded, repetitive or excessive. Alternatively, we may refuse to comply with your request in these circumstances.

## **What we may need from you**

We may need to request specific information from you to help us confirm your identity and ensure your right to access your personal data (or to exercise any of your other rights). This is a security measure to ensure that personal data is not disclosed to any person who has no right to receive it. We may also contact you to ask you for further information in relation to your request to speed up our response.

### **Time limit to respond**

We try to respond to all legitimate requests within one month. Occasionally it may take us longer than a month if your request is particularly complex or you have made a number of requests. In this case, we will notify you and keep you updated.

## **11. Glossary**

### **LAWFUL BASIS**

**Legitimate Interest** means the interest of our business in conducting and managing our business to enable us to give you the best service/product and the best and most secure experience. We make sure we consider and balance any potential impact on you (both positive and negative) and your rights before we process your personal data for our legitimate interests. We do not use your personal data for activities where our interests are overridden by the impact on you (unless we have your consent or are otherwise required or permitted to by law). You can obtain further information about how we assess our legitimate interests against any potential impact on you in respect of specific activities by contacting us using the contact details set out at paragraph 1 of this Privacy Policy at any time.

**Performance of Contract** means processing your data where it is necessary for the performance of a contract to which you are a party or to take steps at your request before entering into such a contract.

**Comply with a legal or regulatory obligation** means processing your personal data where it is necessary for compliance with a legal or regulatory obligation that we are subject to.

### **THIRD PARTIES**

#### **External Third Parties**

- Service providers acting as processors based inside and outside of the EEA who provide IT and system administration services.
- Professional advisers acting as processors or joint controllers including lawyers, bankers, auditors and insurers based within the United Kingdom who provide consultancy, banking, legal, insurance and accounting services.
- HM Revenue & Customs, regulators and other authorities acting as processors or joint controllers based in the United Kingdom who require reporting of processing activities in certain circumstances.
- The National Crime Agency (based in the United Kingdom) where we are under a legal or regulatory obligation to report issues relating to fraud and fraud prevention.
- The Law Society of England and Wales, The Solicitors Regulation Authority and the Legal Ombudsman, all based in the United Kingdom, for the purposes of regulatory compliance and complaints handling.
- Our insurers for matters relating to our professional indemnity insurance in relation to any legal advice we may give you.
- Third party service providers who perform ancillary legal activities on our behalf which are necessary to progress matters where we are providing legal advice to you. This would include company formation agents, expert witnesses, virtual data room providers, process servers, costs draftspersons, medical agencies, tracing agents, legal expense insurers, barristers and other solicitors.
- Third party organisations who we may have to work in conjunction with to progress legal activities on your behalf. This would include estate agents, surveyors, accountants, independent financial advisors, stock brokers, mortgage brokers, insurance brokers, corporate finance advisors and other brokers.
- Third party service providers who require access to your data in the course of providing their services to us. This would include organisations providing the following services: public relations and marketing, IT support, digital dictation services, practice/case/document management systems, printing and reprographics support, event hosting services, e-mail marketing management systems (e.g. mailchimp), survey, polling and market research/insights services (e.g. survey monkey).