

## **Doing Business with Excello Law**

### **Standard Terms and Conditions**

#### **1. INTRODUCTION**

Some of our standard terms of engagement may not be immediately relevant to you. Our objective is to build a relationship with all of our clients which will last over years and we think it helpful if we provide you at the outset with a description of the terms on which we provide all our services. These terms are accompanied by a Letter of Engagement which includes the detailed terms of our engagement with you and expands on some of the terms which follow.

In order to avoid repeating your name and ours in this document, we have used the expressions “we”, “us” and “our” to refer to Excello Law and “you” and “your” to refer to you, our client. We have also used the expression “charges” to avoid repeating the expression “fees, disbursements and expenses” all of which are referred to on each occasion this word is used. Further, where we use the word “Director” we are referring to a Director of Excello Law.

#### **2. PERSONAL CLIENTS AND CONSUMER CONTRACTS REGULATIONS 2013**

Your instructions to us will involve the creation of a contract which for personal clients is subject to The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013. As such, you have the right to cancel your agreement with us within 14 days without giving any reason. The cancellation period will expire after 14 days from the day of the conclusion of the contract. You may cancel this contract by e-mail to [info@excellolaw.co.uk](mailto:info@excellolaw.co.uk) or by post addressed to 5 Chancery Lane, London, WC2A 1LG or by fax on +44 (0) 207 406 7403.

##### **Effects of cancellation**

If you cancel this contract within 14 days, we will reimburse to you all payments received from you. 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.

##### **Commencement of work within 14 days**

Should you require us to commence work on your matter within the 14 day cancellation period because, for example, of the urgency of the case, you will need to confirm your agreement for us to

proceed with your matter by signing and returning a copy of the Letter of Engagement. By signing and returning a copy of the Letter of Engagement you are providing your agreement in writing to enable us to commence work within the 14 calendar day cancellation period.

Where you have provided your consent in accordance with this Condition for work to commence within the 14 calendar day cancellation period and you later exercise your right to cancel, you will be liable for any charges and VAT incurred up to the point of cancellation.

### **3. CLIENT AND MATTER DIRECTOR**

We operate a structured system to ensure that you have a single, senior lawyer who will be responsible for maintaining an over-view of your affairs. A Director will supervise those who carry out your work.

It is important that you are kept fully informed of progress and that in handling your work we always act in accordance with your instructions. We shall report to you at such intervals and by such means as you may reasonably require but in any event no less than once every six weeks.

### **4. INSTRUCTIONS AND SERVICE STANDARDS**

We have set out the agreed scope and objectives of your instructions in the Letter of Engagement. Any subsequent change will be discussed with you and, where appropriate, a new Letter of Engagement will be issued.

We shall proceed on the basis of the instructions we have received from you and rely upon you to tell us as soon as possible if anything occurs which renders any information previously given to us incorrect, inaccurate or incomplete.

We shall not be responsible for any failure to advise or comment on any matter which falls outside the scope of your instructions. We cannot accept any responsibility for any event, loss or situation unless it is one against which it is the express purpose of those instructions to provide protection.

Advice given by us is provided in light of the instructions to which it relates and for your benefit only. It may not be used or relied upon for any other purpose or by any person other than you without our prior written consent.

We shall proceed on the basis of the following service standards:

- We will update you (orally (e.g. by telephone or in a meeting), email or in writing) with progress on your matter regularly but in no event less than every six weeks, unless otherwise agreed with you;
- We will communicate with you in plain language;

- We will explain to you (orally (e.g. by telephone or in a meeting), email or in writing) the legal work required as your matter progresses;
- We will update you on the cost of your matter as deemed reasonably appropriate by us but in any event, no less than every six months;
- We will update you on whether the likely outcomes still justify the likely costs and risks associated with your matter whenever there is a material change in circumstances;
- We will update you on the likely timescales for each stage of this matter and any important changes in those estimates;
- We will continue to review whether there are alternative methods by which your matter can be funded.

Conversely however, we would ask that you provide us with timely, accurate and clear instructions and provide all documentation required to complete your matter in a timely manner.

## **5. ANTI-MONEY LAUNDERING LEGISLATION**

Our policy is one of strict compliance with the statutory regulations and therefore we shall not be able to act upon your instructions until we have completed those procedures we deem necessary to satisfy the legislation and regulations to which we are subject. We use third-party search agencies (Quill Pinpoint AML System and Searchpoint) to verify your identity and validate your address solely for the purposes of fulfilling our Anti-Money Laundering obligations. You give us permission to use these third party search agencies and to obtain information about you for these purposes only. We will not charge you for expenses or time arising from our obligation to comply with anti-money laundering regulations unless we request and obtain your approval in advance.

We shall communicate with you separately in respect of the procedures referred to.

## **6. STANDARD FEE BASIS**

Our fees are calculated by taking into account a series of factors established by law. Unless otherwise agreed in writing, these include the amount of time we spend, the complexity of the matter and the level of skill and specialised knowledge involved. In addition, we take into account the value of the matter and its importance to you.

Time spent may include but will not necessarily be limited to:

- Perusing and working on papers and correspondence;
- Telephone calls to third parties;
- Time spent with you on the telephone or in face to face meetings;
- Time spent with others in preparing the case on your behalf (which may include witnesses, experts and counsel);

- Dealing with other parties involved in the matter;
- Travelling and waiting time.

Time is recorded and charged for on a task related basis in units of 1/10th of an hour.

As our time and expertise are the core elements of our service, our fees are normally calculated by reference to the current hourly rates of the lawyers concerned and applicable at the time that the work is carried out for you. The rates currently applicable are set out in the Letter of Engagement.

We do review our charge out rates from time to time. We shall however, notify you in writing of any alterations.

Our intention is that our fees should be fair and reasonable having regard to all the circumstances.

Our aim is to be as flexible as is commercially sensible in our approach to fees and we are prepared to consider alternatives to hourly rates including by way of example, fixed fees, blended rates, percentage fees based upon specific criteria or retainers. The Letter of Engagement sets out the agreement we have reached as to the basis of our fees.

All figures in our Letter of Engagement or any correspondence with you are exclusive of VAT.

## **7. ESTIMATES OF FEES**

Any estimate provided as to fees is only a guide and must not be taken as a firm quotation, unless we have confirmed in writing that we shall charge a fixed fee.

Our estimate will aim to give you a breakdown between likely charges and VAT. Where time is a factor in assessing fees, we will explain clearly to you how we intend to use the time. It is likely that our estimate will be expressed as a range.

Our estimate will include, where possible, details of any third parties to whom you will need to make payments and when those payments are likely to be needed.

Where, in our judgment, it is not possible to provide you with a fixed or realistic estimate of charges, we shall, at your request, give you the best information about the total cost of the next stage of the matter.

We shall review the original estimate regularly and provide you with revised estimates, where applicable, giving the reasons for any changes made.

## **8. CAP ON FEES**

If a cap or limit is agreed on the level of our fees then our fees will not exceed the amount specified in the Letter of Engagement.

However, the application of the cap or limit is agreed on the basis of the instructions and information supplied to us and on any assumption set out in the Letter of Engagement.

Unless the Letter of Engagement states otherwise, expenses and disbursements shall be payable in addition to any cap or other limit on fees.

## 9. **FIXED FEES**

If we have agreed a fixed fee with you, then the Letter of Engagement includes a detailed description of what we have agreed to do for that fee and a summary of the information which you have given to us. In order to provide that description, on which the fixed fee is based, we must have as much information as possible about the work which you want us to do, so that we can estimate the time it will take us.

Expenses and disbursements shall be payable in addition to any fixed fee.

Provided:

- The scope of your instructions does not change; and
- The information in the summary is accurate; and
- There is no material delay in progressing or completing the matter beyond our control

We will complete your instructions for the fixed fee. If any one of the three provisos is not satisfied, we shall advise you that in our view the fixed fee agreement should cease to have effect. If you agree with our view, we shall seek a new agreement with you for a new/revised fixed fee or agree a different method of charging fees.

If you do not agree with our view, then the Complaints Handling Procedure referred to in Condition 19 will operate.

## **EXPENSES AND DISBURSEMENTS**

Your instructions authorise us, unless you instruct us to the contrary, to incur such disbursements and expenses as we consider necessary to comply with your instructions. You will be required to reimburse them to us on request either by payment on account or against submission of a bill.

Examples of common disbursements and expenses are expert's fees, court fees and counsel's fees. Disbursements and expenses are charged at cost.

We reserve the right to charge you for:

- Expenses of travel, accommodation and meals when travelling away from the office (and exceptional costs of in-house provision of food, subsistence items or other amenities) in fulfilling your instructions;
- Late night transport home for Directors or staff or the cost of overnight accommodation where the work necessary to fulfil your instructions must necessarily be undertaken after 21:00;
- Photocopying and scanning expenses incurred on your behalf;



- CHAPS and Faster Payments transfers on your behalf by our bank;

These items will be shown by category on your bill. Current rates of charge are as follows:

- Photocopying and scanning – 25p per copy;
- A4 or smaller colour photocopying and scanning - £1.00 per copy;
- Larger colour photocopying and scanning – at such higher rate as may be reasonable in all the circumstances;
- Computerized legal research – at cost;
- Travel by car – 45p per mile;
- Taxis and other public transport – at cost;
- CHAPS payments – £25 plus VAT;
- BACS payments - £5 plus VAT;
- Faster Payments (*£1,000 and above*) - £10 plus VAT;
- Faster Payments (*less than £1,000*) - £5 plus VAT.

## **10. PAYMENT ON ACCOUNT**

Our standard policy is to ask clients to provide sums in advance to cover charges.

If we do, any payment will be held generally on account of charges which we are likely to incur on your behalf.

We will discuss with you the amount which is appropriate at the outset of any new matter. It will be helpful if you could please meet any requests for payment promptly. However, if there is any difficulty in this respect please contact the person who is dealing with your matter.

Save for any advance payments for expenses and disbursements which may be applied when the expenses or disbursements are incurred, the money will be retained until completion of the matter although, at our discretion, some or all of it may be applied towards any bill which has remained unpaid for more than 28 days. If part or all of the money is used in this way or if for any reason it is reasonable to review the amount held by us, we may ask you to provide a further sum to cover future charges.

All client money is placed in a client account with our bank Lloyds plc (“Lloyds”). Lloyds is covered by the FSCS or the Financial Services Compensation Scheme. The FSCS is the UK’s statutory fund of last resort for customers of financial services companies. The FSCS can pay compensation if a bank is unable (or likely to be unable) to pay claims against it. The compensation limit for eligible claimants is £85,000 with effect from 30 January 2017.

In the event of Lloyds being unable to meet any claim i.e. its collapse, it is unlikely that we will be held liable for any losses resulting from the bank’s collapse but we can make disclosure on your behalf to the FSCS to assist in any claim you may wish to make against the fund of last resort.

You should however be aware of the following in relation to the £85,000 FSCS limit:

- The limit is applicable to each individual and so if you hold other personal monies in the same bank, the limit remains £85,000 in total; and
- a corporate body client may not be eligible for compensation from the FSCS if it is not considered a small company. In order to satisfy the “small company” test, a company must satisfy two of three thresholds which currently are: (i) annual turnover must not be more than £6.5m; (ii) the balance sheet total is less than £3.26m; (iii) the average number of employees must be not more than 50; and
- the limit applies per banking licence. Some deposit taking institutions have several brands i.e. where the same institution is trading under different names but under one licence. Therefore it may be possible to have money deposited with several deposit taking institution brands but for them to be covered by only one licence. In these circumstances only the first £85,000 is protected for each individual. You should therefore check with your bank, the FSA or a financial adviser for more information.

Money held in our client account will earn interest at the prevailing rate offered by Lloyds and unless agreed otherwise in writing this will normally be passed to you as a payment in lieu of interest without any tax deduction at source. You should therefore declare any such payment received on your tax return.

We are required to hold the money in an account which facilitates transactions and our client account is therefore an instant access account. For this reason, any interest that will be earned on the funds is likely to be less than the interest you could earn by depositing the funds elsewhere.

We normally calculate interest on money held in the client account on a monthly basis. The interest calculation will be made on cleared funds only and it is the firm’s policy that cheques are only treated as cleared funds 6 working days after the cheque has been banked.

Payments in lieu of interest will only be made to you if the calculated interest exceeds the firm’s de minimis limit of £25. The firm believes that any amount up to £25 is reasonably retained to cover the costs of administration.

Unless otherwise agreed, where we are conducting more than one matter for you, client account balances will not be aggregated and each of your matters will be treated separately for the calculation of interest earned and payment in lieu of interest if any.

## **11. INTERIM BILLING**

We will bill charges on the basis set out in the Letter of Engagement. Payment of interim bills helps us to spread our charges fairly between clients for whom we are working over different periods of time.

## **12. GENERAL PROVISIONS ABOUT BILLS**

Bills will contain a brief description of the work performed during each billable period but not a detailed narrative. If you require such a narrative or need any additional explanation, please let the person dealing with your matter know. Bills may be sent by post or by email.

Bills are due for payment within 14 days of delivery unless that period is extended, in writing, by a Director. Our bills will also, where appropriate, add a sum for VAT. Our VAT number is GB 974 7183 77.

If you wish to make payment by way of bank transfer, we will provide you with our bank details with each bill or at your request.

You may settle our bills (or put funds on account with us for fees to be incurred) by card online at <https://payments.excellolaw.co.uk>. There is no charge for paying by debit or credit card. Card payments normally take two to five working days to be credited to our account. Card payments are made subject to our Refunds Policy, which can be viewed on our website at the following location [www.excellolaw.co.uk/refund-policy](http://www.excellolaw.co.uk/refund-policy).

We reserve the right to charge interest (both before and after judgment) on any sum which remains outstanding for more than 28 days after delivery of the bill at the rate then payable in accordance with the Late Payment of Commercial Debts (Interest) Act 1998, together with fixed sums and recovery costs as permitted by that Act, whether or not that Act would otherwise apply.

We may, in order to secure payment of our charges, have first call upon any money or other property recovered or preserved for you by our efforts pursuant to Section 73 of the Solicitors Act 1974.

If a third party undertakes responsibility for payment of some or all of our charges on your behalf, and payment is not made as set out above then you will be responsible for settling any outstanding amount.

If a bill remains unpaid for more than 14 days or if you decline or fail to meet a request for a payment on account of our charges, we may decline to act any further.

If our instructions are given by or on behalf of more than one person or company each person or company for whom we are acting will be responsible for the payment of the full amount of our charges regardless of whether our bills are addressed only to one or some of such parties.

Excello Law is committed to high quality legal advice and client care. If you are unhappy about any aspect of the service you have received or about a bill, please contact a Director on 0845 257 9449 by e-mail ([info@excellolaw.co.uk](mailto:info@excellolaw.co.uk)) or by post to our office. If you are not satisfied with our handling of your complaint you can ask the Legal Ombudsman Complaints Service (contact details at <https://www.legalombudsman.org.uk/>) to consider the complaint if you are eligible under the Legal Ombudsman scheme.



### **13. TERMINATION OF INSTRUCTIONS**

You may terminate our instructions at any time by giving us written notice.

In some circumstances, for good reason, we may decide to cease acting for you. Examples of circumstances where we might so decide include a failure on your part to provide us with adequate instructions or when we find ourselves unable to comply with your instructions or when our invoice remains unpaid outside an agreed payment timetable or when a payment on account is not made in accordance with these Standard Terms and Conditions and our Letter of Engagement.

We will give you reasonable prior written notice if we decide for whatever reason that we are no longer willing or able to act for you. If we are on the court record on your behalf you must, if we have given such notice, arrange for other solicitors to file a Notice of Acting on your behalf or file a Notice of Acting in Person. If you fail to do so we shall rely upon this Condition in applying to be removed from the record as acting for you.

In circumstances where our instructions are terminated or we cease to act for you, we will be entitled to receive payment for our reasonable charges. In the case of a fixed fee, please refer to the Letter of Engagement.

### **14. TRANSFER OR ASSIGNMENT OF INSTRUCTIONS**

We may transfer our rights under this contract to any organisation within which our practice may continue in the future (and in such an instance you agree that our obligations under the contract will be assumed by such organisation). We will not otherwise transfer our rights unless we get your written permission first.

### **15. THIRD PARTIES**

Except as expressly provided in the Letter of Engagement and as set out above at Condition 14, no person other than a party to the agreement established by the Letter of Engagement may enforce any terms of such agreement by virtue of the Contracts (Rights of Third Parties) Act 1999 (“the Act”). Notwithstanding any benefits or rights conferred by such agreement on any third party by virtue of the Act, the parties to such agreement may agree to vary or rescind any of its terms without any third party’s consent.

### **16. DATA PROTECTION AND GDPR**

#### **INTRODUCTION**

Your privacy is important to Excello Law and we explain here how we process your personal data, including how we collect, use and process your personal data, and how, in doing so, we comply with our legal obligations. Your privacy is important to us, and we are committed to protecting and safeguarding your data privacy rights.

The term “Personal Data” means any information relating to an identified or identifiable natural person; an identifiable person is one who can be identified, directly or indirectly, in particular by reference to one or more factors specific to their physical, physiological, mental, economic, cultural or social identity.

In relation to the applicable data protection legislation (including but not limited to the General Data Protection Regulation (Regulation (EU) 2016/679) (the "GDPR")), the entity responsible for your personal data is Excello Law Limited of 5 Chancery Lane, London, WC2A 1LG, England.

## **WHAT TYPE OF PERSONAL INFORMATION DO WE COLLECT?**

We may collect contact details or the details of individual contacts at your organisation (such as names, telephone numbers, job title and email or postal addresses) in order to ensure our retainer runs smoothly, efficiently and effectively. We may also collect date of birth, payment details, tax residence information, copies of photo identifications such as your driving licence and/or passport/identity card, information about nationality/citizenship/place of birth, your national identification number and identity verification documents in order to comply with our legal and regulatory obligations. We also hold information relating to your online engagement with material published by Excello Law, which we use to ensure that our marketing communications to you are relevant, timely and in accordance with your marketing preferences. Where relevant, we may also hold additional information that someone in your organisation has chosen to disclose to us. If we need any additional personal data for any reason, we will inform you.

## **HOW DO WE COLLECT YOUR PERSONAL DATA?**

We collect client personal data in three ways:

- Personal data that we receive directly from you;
- Personal data that we receive from other sources; and
- Personal data that we collect automatically.

### **Personal data that we receive directly from you**

We will receive data directly from you in three ways:

- Where we meet;
- Where you contact us proactively, usually by phone or email; and/or
- Where we contact you, whether by phone or email or any other form of communication.

### **Personal data we receive from other sources**

Where appropriate and in accordance with any local laws and requirements, we may seek more information about you or your colleagues from other sources generally by way of due diligence or other market intelligence including:

- From third party market research and by analysing online and offline media (which we may do ourselves, or employ other organisations to do so for us);
- From delegate lists at relevant events; and
- From other limited sources and third parties, to the extent that they provide us with your details in accordance with any regulatory requirements.

## **CCTV Surveillance**

An external CCTV entry system may be installed at some of our offices. All external CCTV cameras are clearly visible to all staff and visitors. The camera will usually be positioned outside the entrance to the office building and/or the reception area but may be repositioned from time to time to ensure their effective use. This is primarily to assist with security and safety of our staff and visitors to our offices.

## **HOW DO WE USE YOUR PERSONAL DATA?**

Obtained data is then utilised to enhance our professional relationship with you. We use client information for:

- Professional Services Activities;
- Marketing Activities; and
- To help us to establish, exercise or defend legal claims.

Here are some more details about each:

### **Professional Services Activities**

Below are the various ways in which we use your data in order to ensure the smooth running of our agreements and dealings with you:

- Processing your data in order to carry out anti-money laundering and "Know Your Client" checks in accordance with our legal and regulatory obligations;
- Storing your details (and updating them when necessary) on our database, so that we can contact you in relation to our relevant activities; and
- Keeping records of our conversations and meetings, so that we can provide targeted services to you and in order to comply with our legal and regulatory obligations.
- We may use your personal data for these purposes if we deem this to be necessary for our legitimate interests.

### **Marketing Activities**

We may process your data for the purpose of targeting you with appropriate marketing and PR campaigns. Subject to any applicable local laws and requirements, we will only send you marketing and PR information.

If you are not happy about this, you have the right to opt out of receiving marketing and PR materials from us and can find out more about how to do so by emailing [info@excellolaw.co.uk](mailto:info@excellolaw.co.uk)

#### **To help us to establish, exercise or defend legal claims**

In more unusual circumstances, we may use your personal data to help us to establish, exercise or defend legal claims.

#### **WHAT ARE OUR LEGAL BASES FOR PROCESSING YOUR DATA?**

##### **Legitimate Interests**

Article 6(1)(f) of the GDPR says that we can process your data where it "is necessary for the purposes of the legitimate interests pursued by [us] or by a third party, except where such interests are overridden by the interests or fundamental rights or freedoms of [you] which require protection of personal data."

You have the right to object to us processing your personal data on this basis. If you would like to know more about how to do so, please contact [info@excellolaw.co.uk](mailto:info@excellolaw.co.uk)

To ensure that we provide you with the best service possible, we use and store your personal data and/or the personal data of individual contacts at your organisation as well as keeping records of our conversations and meetings.

We want to provide you with relevant information which we believe you may be interested in. We therefore think it's reasonable for us to process your data to make sure that we send you the most appropriate content.

We think this is reasonable – we deem these uses of your personal data to be necessary for our legitimate interests in order to carry out our business activities.

We have to make sure our business runs smoothly, so that we can carry on providing services. We therefore also need to use your data for our internal administrative activities, such as invoicing where relevant.

We have our own obligations under the law, which is a legitimate interest of ours to insist on meeting. If we believe in good faith that it is necessary, we may therefore share your data in connection with crime detection or tax collection.

##### **Consent**

In certain circumstances, we are required to obtain your consent to the processing of your personal data in relation to certain activities. Depending on exactly what we are doing with your information, this consent will be opt-in consent or soft opt-in consent.

Article 4(11) of the GDPR states that (opt-in) consent is "any freely given, specific, informed and unambiguous indication of the data subject's wishes by which he or she, by a statement or by a clear affirmative action, signifies agreement to the processing of personal data relating to him or her." In plain language, this means that:

- you have to give us your consent freely, without us putting you under any type of pressure;
- you have to know what you are consenting to – so we'll make sure we give you enough information;
- you should have control over which processing activities you consent to and which you do not; and
- you need to take positive and affirmative action in giving us your consent – we're likely to provide a tick box for you to check so that this requirement is met in a clear and unambiguous fashion.

We will keep records of the consents that you have given in this way.

In some cases, we will be able to rely on soft opt-in consent. We are allowed to market products or services to you which are related to the services we provide as long as you do not actively opt-out from these communications.

You have the right to withdraw your consent to these activities. You can do so at any time by emailing [info@excellolaw.co.uk](mailto:info@excellolaw.co.uk)

## **Legal Obligations**

We also have legal and regulatory obligations that we need to comply with. Article (6)(1)(c) of the GDPR states that we can process your personal data where this processing "is necessary for compliance with a legal obligation to which [we] are subject".

If we believe in good faith that it is necessary, we may share your data in connection with crime detection or tax collection.

We also may share your data with regulatory agencies or other relevant bodies in order to comply with our regulatory obligations.

We will keep records of your personal data (including personal data contained in communications and calls) in accordance with our legal and regulatory obligations.

## **Contract**

Article 6(1)(b) of the GDPR says that we can process your data where we are carrying out necessary steps in relation to a contract to which you are party or prior to you entering into a contract e.g. because you wish to instruct us to carry out legal services for you.

## **Establishing, Exercising or Defending Legal Claims**

Sometimes it may be necessary for us to process personal data and, where appropriate and in accordance with local laws and requirements, sensitive personal data, in connection with exercising or defending legal claims. Article 9(2)(f) of the GDPR allows this where the processing "is necessary for the establishment, exercise or defence of legal claims or whenever courts are acting in their judicial capacity".

This may arise for example where we need to take legal advice in relation to legal proceedings or are required by law to preserve or disclose certain information as part of the legal process.

## **WHO DO WE SHARE YOUR PERSONAL DATA WITH?**

Where appropriate and in accordance with local laws and requirements, we may share your personal data, in various ways and for various reasons, with the following categories of people:

- Any of our offices;
- Tax, audit, regulatory bodies or other authorities, when we believe in good faith that the law or other regulation requires us to share this data (for example, because of a request by a tax authority, in connection with any anticipated litigation or in compliance with our legal and regulatory obligations);
- Third party service providers (including suppliers) who perform functions on our behalf external consultants, business associates and professional advisers such as lawyers, auditors and accountants, surveyors, architects, service agents, medical professionals, experts, transport and distribution suppliers, technical support functions and IT consultants carrying out testing and development work on our business technology systems);
- Third party outsourced IT and document storage providers where we have an appropriate processing agreement (or similar protections) in place;
- Marketing technology platforms and suppliers; and
- If Excello Law merges with or is acquired by another business or company in the future, we may share your personal data with the new owners of the business or company (and provide you with notice of this disclosure). We do not sell any personally identifiable information provided to us to any unrelated third party, but, as set out above, we may share it with related entities or with unrelated third parties in connection with our own marketing activities, or as may be legally required.

## **HOW DO WE SAFEGUARD YOUR PERSONAL DATA?**

We are committed to taking all reasonable and appropriate steps to protect the personal information that we hold from misuse, loss, or unauthorised access. We do this by having in place a range of

appropriate technical and organisational measures. These include measures to deal with any suspected data breach.

#### **HOW LONG DO WE KEEP YOUR PERSONAL DATA FOR?**

We will ordinarily process your data throughout the course of our interactions and will then generally retain it for an appropriate amount of time after we have parted ways, depending on local law requirements and our legitimate business and risk-management needs. The periods of time for which we retain your data will vary depending on the type of data in question and any overarching legal, regulatory or risk-management requirements to retain it for certain minimum periods. We may, for example, be required to retain certain data for the purposes of tax reporting or responding to tax queries. In other instances, there may be some other legal, regulatory or risk-management requirements to retain data, including where certain data might be relevant to any potential litigation (bearing in mind relevant limitation periods).

In determining the appropriate retention period for various types of personal data, in addition to ensuring that we comply with our legal, regulatory and risk-management obligations, 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 need to process your personal data and whether we can achieve those purposes through other means, and the applicable legal requirements.

A copy our retention policy may be obtained by sending an email request to [info@excellolaw.co.uk](mailto:info@excellolaw.co.uk)

#### **HOW CAN YOU ACCESS, AMEND OR TAKE BACK THE PERSONAL DATA THAT YOU HAVE GIVEN TO US?**

One of the GDPR's main objectives is to protect and clarify the rights of citizens and individuals with regards to data privacy. This means that you retain various rights in respect of your data, even once you have given it to us. These are described in more detail below.

To get in touch about these rights, please contact us at [info@excellolaw.co.uk](mailto:info@excellolaw.co.uk) We will seek to deal with your request without undue delay, and in any event within one month (subject to any extensions to which we are lawfully entitled). Please note that we may keep a record of your communications to help us resolve any issues which you raise.

##### **Right to object**

This right enables you to object to us processing your personal data where we do so for one of the following four reasons: (i) our legitimate interests; (ii) to enable us to perform a task in the public interest or exercise official authority; (iii) to send you direct marketing materials; and (iv) for scientific, historical, research, or statistical purposes.

The "legitimate interests" and "direct marketing" categories above are the ones most likely to apply. If your objection relates to us processing your personal data because we deem it necessary for our legitimate interests, we must act on your objection by ceasing the activity in question unless:

- we can show that we have compelling legitimate grounds for processing which overrides your interests; or
- we are processing your data for the establishment, exercise or defence of a legal claim.

If your objection relates to direct marketing, we must act on your objection by ceasing this activity.

### **Right to withdraw consent**

Where we have obtained your consent to process your personal data for certain activities, you may withdraw this consent at any time and we will cease to carry out the particular activity that you previously consented to unless we consider that there is an alternative reason to justify our continued processing of your data for this purpose in which case we will inform you of this condition.

### **Data subject access requests (DSAR)**

You may ask us to confirm what information we hold about you at any time, and request us to modify, update or delete such information. We may ask you to verify your identity and for more information about your request. If we provide you with access to the information we hold about you, we will not charge you for this unless your request is "manifestly unfounded or excessive". If you request further copies of this information from us, we may charge you a reasonable administrative cost where legally permissible. Where we are legally permitted to do so, we may refuse your request. If we refuse your request we will always tell you the reasons for doing so.

### **Right to erasure**

You have the right to request that we erase your personal data in certain circumstances. Normally, the information must meet one of the following criteria:

- the data are no longer necessary for the purpose for which we originally collected and/or processed them;
- where previously given, you have withdrawn your consent to us processing your data, and there is no other valid reason for us to continue processing;
- the data has been processed unlawfully (i.e. in a manner which does not comply with the GDPR);
- it is necessary for the data to be erased in order for us to comply with our legal obligations as a data controller; or
- if we process the data because we believe it necessary to do so for our legitimate interests, you object to the processing and we are unable to demonstrate overriding legitimate grounds for our continued processing.

We would only be entitled to refuse to comply with your request for erasure for one of the following reasons:

- to exercise the right of freedom of expression and information;
- to comply with legal obligations or for the performance of a public interest task or exercise of official authority;
- for public health reasons in the public interest;
- for archival, research or statistical purposes; or
- to exercise or defend a legal claim.

When complying with a valid request for the erasure of data we will take all reasonably practicable steps to delete the relevant data. Please however note that it is virtually impossible to guarantee the permanent and irretrievable deletion of electronic data. In addition, sometimes we may be obliged by law or regulation, or need for risk-management reasons, to retain the ability to access certain elements of personal data.

### **Right to restrict processing**

You have the right to request that we restrict our processing of your personal data in certain circumstances. This means that we can only continue to store your data and will not be able to carry out any further processing activities with it until either: (i) one of the circumstances listed below is resolved; (ii) you consent; or (iii) further processing is necessary for either the establishment, exercise or defence of legal claims, the protection of the rights of another individual, or reasons of important EU or Member State public interest.

The circumstances in which you are entitled to request that we restrict the processing of your personal data are:

- where you dispute the accuracy of the personal data that we are processing about you. In this case, our processing of your personal data will be restricted for the period during which the accuracy of the data is verified;
- where you object to our processing of your personal data for our legitimate interests. Here, you can request that the data be restricted while we verify our grounds for processing your personal data;
- where our processing of your data is unlawful, but you would prefer us to restrict our processing of it rather than erasing it; and
- where we have no further need to process your personal data but you require the data to establish, exercise, or defend legal claims.

If we have shared your personal data with third parties, we will notify them about the restricted processing unless this is impossible or involves disproportionate effort. We will, of course, notify you before lifting any restriction on processing your personal data.

## **Right to rectification**

You also have the right to request that we rectify any inaccurate or incomplete personal data that we hold about you. If we have shared this personal data with third parties, we will notify them about the rectification unless this is impossible or involves disproportionate effort. Where appropriate, we will also tell you which third parties we have disclosed the inaccurate or incomplete personal data to. Where we think that it is reasonable for us not to comply with your request, we will explain our reasons for this decision.

## **Right of data portability**

If you wish, you have the right to transfer your personal data between data controllers. In effect, this means that you are able to transfer your Excello Law account details to another online platform. To allow you to do so, we will provide you with your data in a commonly used machine-readable format that is password-protected so that you can transfer the data to another online platform.

Alternatively, we may directly transfer the data for you. This right of data portability applies to: (i) personal data that we process automatically (i.e. without any human intervention); (ii) personal data provided by you; and (iii) personal data that we process based on your consent or in order to fulfil a contract.

## **Right to lodge a complaint with a supervisory authority**

You also have the right to lodge a complaint with the Information Commissioner. The relevant contact details are:

Phone: 0303 123 1113

Email: [casework@ico.org.uk](mailto:casework@ico.org.uk)

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

You may ask to unsubscribe from direct marketing at any time.

It is important that the personal information we hold about you is accurate and current. Please keep us informed if your personal information changes during the period for which we hold your data.

If you have any comments or suggestions or you would like to exercise any of the rights referred to above then please contact our D.P.O. George Bisnought via [info@excellolaw.co.uk](mailto:info@excellolaw.co.uk) We take privacy seriously and will get back to you as soon as possible.

## **TRANSFERRING YOUR DATA INTERNATIONALLY?**

In order to provide you with the best service and to carry out the purposes described, your data may be transferred:

- to third parties (such as regulatory authorities, advisers or other suppliers to Excello Law);
- to overseas clients;

- to clients within your country who may, in turn, transfer your data internationally;
- to a cloud-based storage provider; and
- to other third parties.

We want to make sure that your data are stored and transferred in a way which is secure. We will therefore only transfer data outside of the European Economic Area or EEA (i.e. the Member States of the European Union, together with Norway, Iceland and Liechtenstein) where it is compliant with data protection legislation and the means of transfer provides adequate safeguards in relation to your data, for example:

- by way of data transfer agreement, incorporating the current standard contractual clauses adopted by the European Commission for the transfer of personal data by data controllers in the EEA to data controllers and processors in jurisdictions without adequate data protection laws; or
- by signing up to the EU-U.S. Privacy Shield Framework for the transfer of personal data from entities in the EU to entities in the United States of America or any equivalent agreement in respect of other jurisdictions; or
- transferring your data to a country where there has been a finding of adequacy by the European Commission in respect of that country's levels of data protection via its legislation; or
- where it is necessary for the conclusion or performance of a contract between ourselves and a third party and the transfer is in your interests for the purposes of that contract (for example, if we need to transfer data outside the EEA in order to meet our obligations under that contract if you are a client of ours); or
- where you have consented to the data transfer.

To ensure that your personal information receives an adequate level of protection, we have put in place appropriate procedures with the third parties we share your personal data with to ensure that your personal information is treated by those third parties in a way that is consistent with and which respects the law on data protection.

## **17. STORAGE OF PAPER DEEDS**

Upon completion of any matter for you or earlier termination of our instructions we are entitled to retain your papers, documents or other property held by us if there is any money owing to us in respect of our charges until you have paid any outstanding amount, including interest.

We shall keep our files of papers (except for any of your papers which you ask to be returned to you) in storage but in the understanding that we have your authority to destroy the file seven (7) years from the date of delivery of our final invoice in respect of the matter.

We shall not however, destroy documents which you specifically ask us to deposit in safe custody.



We do not normally make a charge for retrieving stored papers or deeds in respect of continuing or new instructions to act for you. However, we reserve the right to make a charge based upon the time we spend reading papers, writing letters and other work necessary to comply with your instructions.

## **18. ELECTRONIC COMMUNICATION**

We are able to communicate electronically with our clients and other parties using electronic mail (both direct and via the internet) and using computer disks. If we communicate electronically with or for you, you acknowledge and agree as follows:

- There are some delivery risks in using electronic mail and you accept the risk of interception by third parties or of non-receipt or delayed receipt of the message;
- Computer viruses and similar damaging items can be transmitted through e-mails and by introducing computer disks into your system; we use virus scanning software to reduce these risks and ask that you do the same; however, it is not possible to completely eliminate the risk of introducing viruses;
- You release us from all claims, losses, expenses and liabilities caused by any of the risks referred to above and arising directly or indirectly out of that communication.

## **19. SRA CODE OF CONDUCT & COMPLAINTS HANDLING PROCEDURE**

The Solicitors Regulation Authority (SRA) regulates solicitors in England and Wales. The SRA issues the principles against which all solicitors in England and Wales must conduct themselves. These principles or rules are known as the SRA Code of Conduct and a copy can be found at <http://www.sra.org.uk/rules/>

As a valued client, you should know that we take every care in providing the service that you are entitled to expect. We recognise however, that occasionally things can go wrong and you may wish to complain about the service you have received and/or about a bill. We have a formal Complaints Handling Procedure and we want you to understand how it works. The procedure will ensure that:

- Complaints are taken seriously and get a prompt response; and
- Any complainant knows as soon as possible whether or not we agree that the complaint is justified.

If you wish to make a complaint then you may do so by telephone, e-mail or letter. In our view, it is best if it is made in writing and addressed to a Director. A Director may be contacted by telephone on 0845 257 9449 or by e-mail on [info@excellolaw.co.uk](mailto:info@excellolaw.co.uk) or by post to our office. The Director will then follow the Complaints Handling Procedure, a copy of which will be supplied on request. If your complaint relates to a bill, you do have the right to have such bill assessed under Part III of the

Solicitors Act 1974. However, the Legal Ombudsman may not consider the complaint about a bill where you have applied to court for an assessment.

Although we would always hope to deal with and resolve any complaints satisfactorily, you should understand that if you are not satisfied with our handling of the matter, you may ask the Legal Ombudsman to consider the complaint if you are eligible under the Legal Ombudsman scheme. The address of the Legal Ombudsman is PO Box 6806, Wolverhampton, WV1 9WJ. Any complaint to the Legal Ombudsman must usually be made within six months of receiving a final written response from us about your complaint. For further information, you should contact the Legal Ombudsman on 0300 555 0333 or at [enquiries@legalombudsman.org.uk](mailto:enquiries@legalombudsman.org.uk)

## **20. RISK ASSESSMENT**

Where a member of our dispute resolution team is instructed, we will always endeavour to resolve a dispute without reverting to litigation unless there are clear commercial or personal reasons for doing so. However, litigation is a risky and uncertain course of action.

Should litigation prove necessary, we shall discuss with you and keep under review, whether the likely outcome in the matter justifies the expense and risk involved including, where relevant, the potential liability for an opponent's costs.

We shall explain to you in writing the cost consequences of pursuing litigation in the various courts, tribunal and arbitration proceedings.

We shall explain to you in writing the various approaches the court takes in assessing costs.

In any event, unless we have entered into a separate Conditional Fee Arrangement with you, you will be liable to pay our invoice(s) in full regardless of any costs award made against another party. Similarly, you will be liable for any costs of enforcing any order for costs against another party if enforcement measures prove necessary.

## **21. DOCUMENTS**

It is likely that, as the matter progresses, we will need to review all of the documents which are relevant to it (please note "documents" includes electronic generated documents) as well as audio and video tapes and computer records. In any event, in the normal course of proceedings, the parties are obliged to disclose to each other all documents which they have or have had at any time, relating in any way to the issues between them. For those reasons, it is extremely important that any documents which you may already have are carefully preserved. This entails keeping them safe and ensuring they are not marked, altered or otherwise tampered with.

You should also note that some documents are "privileged" from production to the other party in an action. Broadly, this includes all documents created in anticipation of litigation or otherwise for the purposes of seeking legal advice. You should not assume that all documents created in connection



with this matter will be privileged. We recommend that you seek advice from us before any document is created which might fall into this category. This will be particularly important if you are corresponding directly with the other party or parties on a “without prejudice” basis.

## **22. DISCLOSURE**

Every party to litigation is under a duty to give disclosure. Disclosure is the process whereby documents which are, or have been, in a party’s “control” are disclosed to other parties in the litigation. We shall explain to you, in writing, your rights and obligations under “disclosure” including:

- What you will have to disclose;
- What is a “document” and when is it in your “control”;
- When your duty to disclose arises;
- What is the extent of your duties to search for documents;
- The meaning and status of “privileged” documents;
- The need to retain potentially disclosable documents;
- Your rights to inspect the other parties’ documents.

## **23. COSTS IN LITIGATION CASES**

Should court or arbitration proceedings prove necessary then, at the conclusion of those proceedings, costs will normally be awarded to the successful party. The amount of payment will be assessed by the court or arbitrator. Even if you are successful in your claim it is unlikely that you will recover all of the costs you have paid or become liable to pay.

The court differentiates between costs which have been incurred simply to progress the case (which will generally be payable by the losing party to its opponent) and those costs which are incurred entirely for your benefit (for example regular updates, including telephone advice). You will be liable for any shortfall due to us. You are liable for our charges and expenses whether you win or lose the case and whether or not your opponent is ordered to pay your costs.

There may also be a shortfall if the court decides that the other party should not have to pay the hourly rate which you have contractually agreed with us.

It is equally important for you to note that, if you are ultimately unsuccessful, you may be responsible for the costs incurred by the other party to the action in addition to our costs.

#### **24. ABILITY TO PAY**

We shall, where appropriate, discuss with you whether you may be eligible and therefore should apply for public funding. Please note however, that we do not operate a legal aid practice.

You will advise us if you know of any arrangements available to you for the payment of our charges or to pay any costs which you might be ordered to pay to an opponent. You may, for example, have legal expenses insurance by virtue of your own personal or household insurance or membership of a trade or professional association.

#### **25. OUR LIABILITY TO YOU**

We do not in any circumstances seek to limit our liability below the minimum level of insurance cover required from time to time by the Solicitors Indemnity Insurance Rules. Subject to such minimum our liability to you is limited to losses, damages, costs and expenses (“Losses”) caused by our negligence or wilful default. We will not be liable if such losses are due to the acts or omissions of any other person or due to the provision of incomplete, misleading or false information. The aggregate liability, whether to you or any third party and whether in contract, tort or otherwise, of Excello Law, its directors, solicitors and agents for any Losses in any way connected with any of the services provided to you under the terms of our Letter of Engagement (and Standard Terms and Conditions) (including interest) shall not exceed seven million pounds sterling (£7,000,000). Any director, solicitor or agent of Excello Law may rely upon and enforce this limitation in that person’s own name for the person’s own benefit.

Please note carefully the exclusion of liability (contained in Condition 4) in circumstances where matters fall outside our instructions. We will not be liable for any consequential, special, indirect or exemplary damages, costs or losses or any damages, costs or losses attributable to lost profits or opportunities. Nothing in these Standard Terms and Conditions shall be construed as purporting to exclude or restrict any liability arising from fraud or dishonesty or reckless disregard of our professional obligations or liabilities which cannot be limited or excluded by law or excludes, as opposed to limits, our liability for negligence. In particular, we cannot limit our liability for death or personal injury caused by our negligence.

You acknowledge that we are a limited liability company and that there is no contract between you and any of our individual solicitors or Directors. Any advice given to you by a solicitor or a Director is given by that person on behalf of us and that person does not assume any personal responsibility to you for that advice. Accordingly you will not bring any claim against any individual solicitor or a Director in respect of any losses which you suffer or incur, directly or indirectly, in connection with our services. None of the provisions of this Condition 25 will limit or exclude our liability for the acts or omissions of our solicitors or Directors.

In order to practice as a Company offering general legal services, Excello Law is required to hold Professional Indemnity Insurance. Our primary insurers are Travelers Insurance Company Limited

and may be contacted at Exchequer Court, 33 St. Mary Axe, London, EC3A 8AG, (+44 (0)20 3207 6000), [www.travelers.co.uk](http://www.travelers.co.uk).

Our policy with Travelers has worldwide territorial cover.

## **26. EQUALITY AND DIVERSITY**

We are committed to promoting equality and diversity in all of our dealings with clients, third parties and employees. Please contact us if you would like a copy of our equality and diversity policy.

## **27. VARIATIONS TO THESE STANDARD TERMS AND CONDITIONS**

These Standard Terms and Conditions shall apply to any instructions which you give us. We may change these Standard Terms and Conditions from time to time but if we do so we will notify you of any changes in writing. Together with the Letter of Engagement, they comprise the whole contract between you and us and no variation shall be binding on us unless in writing. In the event of any inconsistency between the provisions of these Standard Terms and Conditions and the Letter of Engagement the latter shall prevail.

## **28. SURVIVORSHIP AND SEVERABILITY OF CONDITIONS**

Any of these Conditions which expressly or impliedly have effect after termination or expiration will continue to be enforceable notwithstanding termination or expiration.

If any part of any of these Conditions is held by the court to be illegal or unenforceable, then the remainder of such Condition and the other Conditions of this contract shall be enforceable notwithstanding such illegality or unenforceability.

## **29. JURISDICTION AND APPLICABLE LAW**

These Standard Terms and Conditions shall be construed in accordance with the law of England and Wales and the parties submit to the exclusive jurisdiction of the English Courts.