



TERMS AND CONDITIONS

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TERMS AND CONDITIONS

Please read the following Terms and Conditions which apply from May 2025 and if you have any questions, please contact us on 01404 515427 before signing the accompanying Client Agreement. Please contact us if you need these Terms and Conditions in Larger Print.

1. Agreement

These Terms and Conditions form part of a Client Agreement between East Devon Law (“us” or “we”) and the Client (“you”) and apply to the work described in the letter accompanying these Terms and Conditions.

2. Status and Regulation

2.1 East Devon Law is the trading name of East Devon Law LLP a Limited Liability Partnership registered in England and Wales with number OC423017. Registered office: The Old Dairy, Cadhay, Ottery St Mary, Devon, England, EX11 1QT. A list of members and their professional qualifications is available for inspection at the offices of the Firm.

2.2 East Devon Law LLP is authorised and regulated by the Solicitors Regulation Authority (SRA) of The Cube, 199 Wharfedale Street, Birmingham B1 1RN under number 8001300. This means that we are governed by a Code of Conduct and other professional rules which can be accessed through the SRA’s website www.sra.org.uk or by telephoning the SRA on 0870 606 2555.

2.3 A list of our key staff and their qualifications are available on request.

2.4 East Devon Law is an Approved Member of the Trading Standards Buy With Confidence Scheme Membership No: 721. Further details can be found on the Buy With Confidence website www.buywithconfidence.gov.uk or by telephoning 0845 4040506. Also see clause 13.2

Outsourcing

2.5 East Devon Law may also refer you to one of its Trusted Associates if it is unable to provide the legal services you require directly. In this event, you will contract directly with that Trusted Associate in accordance with their own regulator’s requirements and their terms and conditions. Please also see clause 18.2 ‘Limit of our Liability’.

3. Our Charges

3.1 If you have asked us to carry out work for you for a fixed fee, we will provide you with an invoice setting out our charges with our client agreement and Terms and Conditions having given you the initial advice

3.2 Payment for the total shown should be sent to us when returning the signed Client Agreement using the following methods:

- * By cheque made payable to East Devon Law
- * By direct credit to our account with Arbuthnot Latham; our account details appear on the reverse of the Invoice and on the front of the Remittance Slip.
- * In person by Debit or Credit card.
- * Remotely through our online client management system – Smokeball Payments
- * We will accept cash payments up to £500. The cash payment should be the exact amount shown on the invoice.

3.3 We are unable to complete work for you until we have received your payment. Please note that VAT will be charged on our time and any disbursements such as Probate Court fees or expenses, such as ‘Signed For’ postage, or Land Registry Office Copy entry fees we purchase on your behalf (see clause 3.9 below).

3.4 We will hold your money in the firm’s Client Account pending completion of the work for you. When the work has been completed, we will transfer the amount shown on the invoice to our Office Account and a receipt will be provided when your file is closed.

3.5 In the event that the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 apply as referred to in clause 11.1, and you have given us permission to commence work in the cancellation period and subsequently return the Notice of Cancellation within the 14 day period, we reserve the right to charge you for all work completed to the date we receive your notice of cancellation.

3.6 If you ask us to carry out additional work after we have provided the initial agreed fixed fee invoice, we will provide you with an additional invoice covering those new instructions.

3.7 If we have agreed to provide our services to you on an hourly rate basis then an Estimate of our charges and the time it will take to complete the work will be provided with the Client Agreement. We may ask you for an interim payment on account to cover any costs or fees that we may incur on your behalf which will be agreed at our initial meeting and those funds will be held in the firm's client account. If further work is required a revised Estimate setting out the additional work needed will be agreed and sent to you before any further work commences. On completion of the agreed time limit an invoice for our charges will be raised for settlement, taking into account any payment made on account. Time is recorded using a time recording software package (Smokeball) and is charged in units of 1 minute. This software allows us to produce a detailed time/cost breakdown for the work which will be provided to you with the bill. If there is any aspect of the bill with which you disagree, in the first instance please discuss your concerns with the fee earner concerned.

3.8 If your concerns cannot be resolved satisfactorily then you are entitled to object to the bill and apply to the court for an assessment of the bill under Part II of the Solicitors Act 1974. The usual time limit for making such an application is one month from the delivery date of the bill. If the application is made after one month but within twelve months from delivery of the bill, you will require the court's permission to have the bill assessed.

3.9 We are a small business and try to keep our charging rates low, meaning we have to insist on prompt payment of our invoices. If an invoice has not been settled within 14 days of issue, interest will then be charged on the outstanding balance at the statutory rate applicable under the Judgement Debts (Rates of Interest) Order 1993 which changes from time to time but is currently 8%. No further work will then be carried out on your matter, and we reserve the right to retain all documents on your file until our outstanding invoice is settled in full. If you are going to have difficulty settling our charges in full within this timescale, please contact our Accounts Manager at the earliest opportunity to discuss setting up a suitable payment plan.

3.10 We will advise you of any payments that have to be made on your behalf to third parties for example Court of Protection or OPG fees. Cheques in payment of these fees should be made payable to the third party. Details of any such payment required will be provided in the Invoice or Estimate or Client Care letter. Should you ask us to instruct other professionals on your behalf to carry out work for you which we would include in our Invoice (e.g. medical report fees) then those charges will also be subject to VAT even if the provider of them is not VAT registered, unless you pay those charges direct.

3.11 The firm reviews its Fixed Fees and hourly rate Fees annually on 1st March and you will be advised of any changes in these rates on any existing work being conducted. In relation to hourly rate fees the new revised hourly rates will apply from 1st March onwards and the firm's time recording system will be amended to reflect this. We need to conduct this annual review of our fees due to rising costs of postages and materials, wages, insurance premiums and operating costs. That increase will never be less than 5% per annum or the current rate of the consumer prices index with houses (CPIH) whichever is the greater.

4. Communication & Business Hours

4.1 We will communicate with you by letter, telephone or email. Please let us know if you have a preference.

4.2 We will endeavour to respond to any communication on the working day it is received. We are contactable between the hours of 9.00am and 5.00pm Monday to Friday, outside of these times by prior arrangement only.

4.3 If you would like us to communicate with you by email or mobile phone, please provide your email address or mobile phone number in the appropriate box on the Client Agreement

that accompanies these Terms and Conditions. Please note that whilst we take every reasonable precaution, email cannot be guaranteed to be secure. We cannot absolutely guarantee against viruses and any attachment received by you from us should be scanned with your own up-to-date virus detection software. We will not be responsible for any loss or damage caused to your computer, hardware or software, resulting from a transmission sent by us.

4.4 Please ensure that any documentation sent to us by post is done so securely, clearly stating your return address on the envelope or if sending original deeds or documents, or confidential information or personal data then we recommend that these are sent by registered post or special delivery at your own expense. Until we receive the documents or papers at our offices, we cannot accept any responsibility for its loss or destruction or failure to deliver.

4.5 Please note that we will not advise you of changes to important business information, such as our bank account details, by email. You should regard any e-mail that provides or requests bank details as potentially fraudulent and should telephone us immediately to clarify its validity.

4.6 To allow sufficient time for us to process complex cases or drafting, it is our policy to only read and respond to email communications between 9am and 11am and between 3pm and 5pm. If your matter requires urgent attention outside of these times, please telephone the office to advise and we can then give the matter our full attention.

5. Confidentiality

5.1 We have a professional and legal obligation to keep your business with us confidential and all our staff have signed confidentiality agreements and all client facing staff hold appropriate DBS certificates.

5.2 We are continually seeking to improve the quality and efficiency of our services, and this means that from time to time East Devon Law may be subject to audit or quality checks by an external legal accreditation firm or organisation, and your file may be selected for checking. All auditors and assessors are required to sign a confidentiality agreement. If you agree to your file to be inspected in this way, please tick the appropriate box on the accompanying Client Agreement.

5.3 Our Professional Regulators may seek access to your papers and in these circumstances, we will grant that Regulator access unless you object. Please let us know before you sign the accompanying Client Agreement.

5.4 If you instruct us to assist you in the administration of an estate, we will assume that you have given us consent to provide a list of the deceased's assets to the appropriate authority if required to do so by the Social Security Administration Act 1992.

5.5 As a result of legislation on money laundering and terrorist financing has placed law firms under a legal duty to disclose information to the National Crime Agency in certain circumstances. If we become aware or suspect that a transaction on behalf of a client involves money laundering, we may be required to make formal disclosure. If this happens, we will not be able to inform you that a disclosure has been made or the reasons for it because the law prohibits "tipping-off". Where permitted, we will tell you about any potential money laundering problem and explain the actions we may need to take.

6. Data Protection

6.1 East Devon Law is registered as a Data Controller with the Information Commissioner's Office. The registered Data Controller is Ian Hunt under Register number ZA538180. Further information about how we process your personal information can be found on the accompanying Data Protection Privacy Notice. Please contact us if you have any queries.

6.2 If you would like to receive information on other services provided by us which we believe may be of interest to you, please indicate by ticking the appropriate box on the accompanying Client Agreement.

6.3 Any personal data received from you as a client in order to comply with the Regulations will only be processed for the purpose of preventing money laundering or terrorist financing

unless such processing is permitted by law or you as the client consent to any alternative use of that data.

7. Equality and Diversity

7.1 We are committed to promoting equality and diversity in all our dealings with clients, employees and third parties.

7.2 Further details are contained in our Equality and Diversity Policy a copy of which is available on request.

8. Identity & Source of Funds Verification

8.1 We are required by law to obtain evidence that you are who you say you are. We will provide you with our leaflets "Client Identity" and where money handling is involved "New Clients – Checks we are required to make" which explain these requirements in more detail, copies of both are also available to download from our website.

8.2 We reserve the right to refuse to act for you and/or accept any money from you if we are not satisfied as to your identity.

8.3 Before we commence any work for you, we are required to ask you to identify the source of any funds you will be using.

8.4 We are required to complete and then save for a period of five years an AML/Risk Assessment form recording the information provided by you accompanied by copies of your relevant identity documents. In addition we must also complete a separate Proliferation Risk Assessment form which is retained for a similar period of time.

9. Document storage

We are unable to store Wills, Deeds, Securities or other similar documents on your behalf at our offices long term as we do not have a strongroom and our insurers only cover us for short term storage in our fireproof safe. We can, however, arrange safe long term storage on your behalf through National Will Safe, a specialist storage company, and they will provide that service direct to you. They provide that service by way of an annual fee payable by Direct Debit, the details of which we will discuss with you during the conduct of your matter so that we are aware of your wishes.

10. Storage of Files

All documents relating to the work we carry out for you will be saved and/or scanned to an electronic file identified with your unique reference number and your name. On completion of the work your electronic file will be transferred to our offline archive system and stored securely for varying periods of time depending on the type of work, and in accordance with our File Retention Policy a copy of which is available on request. Six years after completion of the work, all remaining hard copies will be destroyed without further reference to you. Any original documents belonging to you will be returned to you on completion of the matter.

11. Ceasing to Act

11.1 If you sign the Client Agreement at your home or place of work, you will be handed a Notice of Right to Cancel which gives you 14 days in which to cancel your instructions. However, you may cancel your instructions at any time provided you advise us in writing. Please also see clause 14 Our Charges.

11.2 We will only decline to act, or cease acting for you if there is a good reason for example a conflict of interest or if we believe you are providing instructions under duress or undue influence. In these circumstances we will give you reasonable notice in writing and, so far as we are able, a full explanation.

11.3 If you, or we, decide that we should stop acting for you, you are liable for our charges up until that point. These are calculated by reference to our initial client care letter to you that accompanies these Terms & Conditions.

12. Conflicts of Interest

12.1 We are usually unable to act, or continue to act, for you where there is a conflict of interest or a significant risk that a conflict may arise. This includes conflicts between us and you and between you and another client.

12.2 Further details are contained in our Conflicts Policy a copy of which is available on request.

12.3 To avoid any conflict with either lay Executors or Attorneys, it is the firm's policy that partners will not be appointed to act jointly with other lay Executors or Attorneys because of the potential of disputes or claims in which the partners would then be jointly and severally liable. Partners can be appointed but only to act alone either as main or replacement Executors or Attorneys.

13. Complaints

13.1 East Devon Law is committed to providing high quality legal advice with a professional, caring and all round service. If for any reason you are unhappy about any aspect of our service including our costs, you should first raise the problem with our Practice Manager.

13.2 A copy of our Complaints Handling Procedure accompanies these Terms and Conditions and sets out what action you can take if you are not satisfied with the way we have handled your complaint. The Procedure includes contact details of the organisations that may be able to assist you.

14. Feedback

14.1 On completion of the work we carry out for you, we will ask you to complete a Client Response Form which we use to monitor client satisfaction with our services.

14.2 Trading Standards also monitor the service we provide as part of the Buy With Confidence Scheme. On completion of our agreed work, you will be sent a reply paid card to complete and return direct to them and they will use this to ensure that high levels of service are maintained.

15. Financial Arrangements

Receipts

15.1 Money received from you will be held in a General Client Account in the firm's name together with money we hold for other clients with Arbuthnot Latham Bank UK which is regulated by the Financial Conduct Authority (FCA).

15.2 The money that we hold on your behalf must be for a specific documented purpose and for the exact amount shown in the document(s) provided to you.

15.3 Any client money held by East Devon Law remains your property until the work for which it is intended as payment has been completed.

15.4 Please note that your money may not be covered by the Financial Services Compensation Scheme as a result of the failure of our bank or banking systems and we are not liable for any losses you may suffer as a result of the bank being unable to repay depositors in full.

15.5 We can only accept funds or payments direct from you when the payment is by cheque or direct to our bank client account. Ordinarily, we would bank client money within 5 working days, but in extraordinary circumstances - such as a global pandemic, we will endeavour to bank client money within 7 working days. This firm no longer has access to a local bank; therefore, banking cheques will take longer. All cheques over £500 will be banked via the post office service and cheques under £500 will be banked via a mobile device. Please note that cheque payments can take up to 8 working days to clear.

We will only accept cash if the amount is £500 or less. If you circumvent this policy by depositing cash direct with our bank, we reserve the right to charge for any additional checks we deem necessary regarding the source of the funds. Card payments will only be accepted in settlement of our fees.

15.6 We will only accept funds or payments from a third party if we are satisfied as to the third party's identity and we consider the reason for the third party payment is valid. We reserve the right to refuse funds from a third party and will not be responsible for any delays or losses resulting from our refusal.

Payments

15.7 Your money will be returned to you promptly when there is no proper reason for holding it. Payment will only be made by cheque payable to you or paid by BACS to the bank account from which it originated, although this will incur a fee. Payments can only be made to you after a bank verification form has been completed and been verified. Where payments exceeding £5,000 are made by BACS, we reserve the right to make an initial payment of £1 to your account and then await confirmation that the payment has been received before sending the remainder of the funds.

15.8 Please note that payments by bank transfer or which involve a conversion into foreign exchange will incur a fee, details of which are available on request. Payment can only be sent to the party/parties involved in the transaction e.g. if the legal agreement is in joint names then payment must be sent to a verified joint account of those two people.

15.9 We will not make payment to a third party unless we have your specific written request and we are satisfied as to the third party's identity and we consider the reason for the third party payment is valid. We reserve the right to refuse to make payment to a third party and will not be responsible for any delays or losses resulting from our refusal. This may require additional source of funds checks which will incur extra charges for these checks and our time.

Amendments to bank details

15.10 We will only accept changes to your bank account details by post or in person, not via email or telephone and then will be subject to an external source of funds check before being accepted. Please note that we will not notify you of any changes to important business information, such as our bank account details by email.

Deduction of Fees, Disbursements and Expenses and Lien

15.11 We may, as a condition of acting or continuing to act for you, incur disbursements. If the firm has paid for disbursements, such as Probate Court fees or expenses such as Land Registry fees, on your behalf from the firm's office account, then we reserve the right to either request a payment via an interim bill immediately on delivery, to recover the costs, or reimburse the office account from any monies held on your behalf in the client account when there are sufficient monies to do so. If we hold money on your behalf, we will raise a bill of costs for your approval for any outstanding fees or other expenses, such as postal costs, and deduct from such sum before making payment to you. We are also entitled to retain all papers and documents while there is still money owed to us for fees and expenses incurred, this is called a lien.

Interest on Clients' Money

15.12 Interest on the money we hold for you in our Client Bank Account will be paid where we consider it fair and reasonable to do so in accordance with the SRA Accounts Rules. The rate of interest may change from time to time, but this is unlikely to be as high as the interest obtainable had you held and invested the money yourself. Our Client Account interest policy is available on request.

15.13 To cover our administration costs no payment of interest will be made to you if the sum of money held is less than £1,000 or if the money has been held for a short period or if the amount received by us is £35 or less. Further information on the calculation and payment of interest is contained in our Bank Interest Policy which is available on request.

Unclaimed Client Money

15.14 After six months, any unclaimed client monies up to the sum of £250 (for example cheques not presented at a bank or building society) will be paid direct to a charity of our choosing or, if the amount is for more than £500, we will obtain written authorisation from the SRA to pay that sum to charity having taken reasonable steps to trace the rightful owner of the funds. We will seek authorisation from the SRA to recover any costs incurred in tracing the rightful owner.

16. Commission

If you decide to use the services of National Will Safe (referred to in Clause 9 of these Terms and Conditions) once your annual fee has been taken by them by Direct Debit, we may receive

a notional commission from the company which then covers our administration costs in any subsequent dealings with your documents held by the company.

17. Jurisdiction

Any dispute or legal issue arising from our Terms and Conditions will be determined by the law of England and Wales. This applies even if you are resident, domiciled or otherwise situated in a country other than England and Wales, or the matter concerns persons, organisations or property situated outside the jurisdiction of England and Wales, or where we take any steps on your behalf, or incur any liability or expense, outside the jurisdiction of the Courts of England and Wales. Both parties agreed to submit to the non-exclusive jurisdiction of the Courts of England and Wales.

18. Limit of our Liability

18.1 Our liability for any negligence or breach of contract arising from your matter or transaction, including legal costs and expenses, is limited to the amount for which we are insured (except where such limitation is excluded by law). Our current limit is £3,000,000 per claim. You should contact us if you are in any doubt as to whether such a limit is sufficient to cover your potential losses from any negligence or breach of contract on the part of East Devon Law. Details of our Professional Indemnity insurance provider are displayed at our office together with the details of our Public Liability insurance provider. Probate and Estate Administration work is also covered by the SRA compensation arrangements.

18.2 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.

18.3 We can only limit our liability to the extent that the law allows. In particular, we cannot limit our liability for death or personal injury caused by our negligence. Please ask if you would like us to explain anything further.

18.4 If you decide to use the services of one of our Trusted Associates you will contract directly with them and will be subject to their limits of liability. We do not accept liability for any services provided by our Trusted Associates direct to you.

18.5 Unless otherwise agreed our services will not include tax advice on tax related issues unless specifically stated in writing. If we are unable to assist, we may refer you to an appropriate professional tax adviser or specialist.

18.6 We are not authorised by the FCA and therefore are not able to provide advice on investment and insurance matters. If you require such advice, we may be able to refer you to one of our Trusted Associates who specialise in this area.

18.7 Details of our Public Liability Insurance provider are displayed at each of our offices or are available on request.

Complaints Handling Procedure

Introduction

This procedure supplements Clause 13 of our standard Terms and Conditions.

If for any reason you are unhappy about any aspect of our service, you should first raise the problem with our Practice Manager.

- a) By post marked “Confidential” addressed to:

East Devon Law, Barton Chambers, The Old Dairy, Cadhay,
Ottery St Mary, Devon, EX11 1QT

- b) By telephone: 01404 515427

- c) By email: advice@eastdevonlaw.co.uk

Timescale & Process

We will acknowledge your complaint within two working days, and an initial review will be undertaken within 14 days. You will then be invited to a meeting with our Practice Manager to discuss and hopefully resolve your complaint. Written confirmation of the discussion and any agreed solutions will be confirmed in writing within 7 days of the meeting. If your complaint cannot be resolved at this meeting, or if you do not wish to attend a meeting, our written final response will be sent to you within eight weeks of the date of your initial complaint.

Ombudsman

If you are not satisfied with our final response, or you do not receive a response within eight weeks, you can refer your complaint to the Legal Ombudsman (LeO).

You can contact LeO:

By post addressed to: The Legal Ombudsman, PO Box 6167, Slough SL1 0EH

By telephone: 0300 555 0333

By email: enquiries@legalombudsman.org.uk

The website address is: www.legalombudsman.org.uk

Ordinarily, you can ask the Legal Ombudsman to look at your complaint if it meets all three of the conditions below:

1. The problem or when you found out about it, occurred after 5 October 2010; and
2. You are referring your complaint to the Legal Ombudsman within either of the following:
 - 6 years of the problem, or
 - 3 years from when you found out about it, and
3. You are referring your complaint to the Legal Ombudsman within 6 months of our final response.

There might be exceptional situations when you may refer your matter to LeO within the time limits set out above, or without having to first refer your complaint to your service provider.

You can also refer your complaint to an Alternative Dispute Resolution body (such as Pro Mediate UK Limited of Brow Farm, Top Road, Frodsham, Cheshire WA6 6SP) which are competent to deal with complaints about legal services should both you and our firm wish to

use such a scheme. We agree to use Pro Mediate UK Limited. The timescale for contacting them is 12 months.

Chartered Legal Executives

If your complaint relates directly to the conduct of a CILEX member you have the right to complain free of charge to CILEX Regulation. Your complaint to CILEX Regulation should be made within 12 months of the events that gave rise to the complaint or within 12 months of you having knowledge of the events, whichever is the greater. You can contact CILEX Regulation:

By post addressed to: Room 301, Endeavour House, Wrest Park, Silsoe Bedford MK45 4HS

By telephone: 01234 845770

By email: info@cilexregulation.org.uk

The website address is: www.cilexregulation.org.uk Click on 'I am a Consumer', then 'Complaints'

A copy of the CILEX Regulation Complaints Procedure is available on request or direct from CILEX Regulation.

Solicitors

If your complaint relates directly to the conduct of a Solicitor, you have the right to complain free of charge to the Solicitors Regulation Authority (SRA). Your complaint to the SRA should be made within 12 months of the misconduct that gave rise to the complaint or within 12 months of you having knowledge of the misconduct, whichever is the greater. The SRA does not investigate issues about the service you have received from the solicitor, this is only dealt with by the Legal Ombudsman (see above)

You can contact the SRA:

By post addressed to: The Cube, 199 Wharfside Street, Birmingham B1 1RN

By telephone: 0370 606 2555.

By email: contactcentre@sra.org.uk

The website address is: www.sra.org.uk/consumers/problems/report-solicitor/

A copy of the SRA Conduct Report Form is available on request or directly from the SRA.

STEP

If you feel a STEP member has not acted in accordance with STEP's professional standards, you can contact STEP to lodge a complaint:

By post addressed to: The Director of Governance and Professional Standards, STEP, Artillery House (South), 11-19 Artillery Row, London SW1P 1RT

By telephone: 020 7340 0500

By email: Michael.Evans@step.org

A complaint form can be downloaded from the STEP website.

The website address is: www.step.org.uk

Data Handling

If your complaint relates to the way we process your personal information, you may complain to the Information Commissioner's Office – please see the accompanying Data Protection Privacy Notice for details of how to contact them.



Data Privacy Notice

This notice provides details of how we use your personal information, and your rights in relation to that information. Please read carefully and contact us if you have any queries.

Why we process your personal information

Contractual Obligation

We need to process your personal information to provide the legal services described in the attached Client Agreement and accompanying documents. We will record information about you at our initial meeting with you and as your matter progresses.

The information we need includes your name, address, telephone number(s) and (subject to your consent) your email address. We will also record information relating to your instructions including details of your family members and other third parties, and where appropriate, details of the people you wish to appoint as your executors, attorneys, trustees, and beneficiaries in your Will or Trust.

Without this information we would not be able to act for you.

If you provide us with a cheque for payment of third party fees e.g. Court fees, we photocopy your cheque before forwarding it to the third party to provide proof of payment should the cheque be mislaid.

Legitimate Interest

If you provide us with personal information when you initially contact us, we will keep this information in order to contact you in the future unless you instruct us not to. However, we will have to store the information for regulatory purposes, for example to ascertain whether a conflict of interest arises.

Legal Obligation

We will ask you to produce documents that prove you are who you say you are to enable us to confirm that the legal work we are carrying out relates to you and therefore assists us in preventing fraud. We will record details of these documents on your file.

If we are assisting you in administering an estate, managing a trust, or providing you with specific tax advice, we are required by law to hold copies of identification documents under the Money Laundering, Terrorist Financing and Transfer of Funds (Information on the Payer) Regulations 2017 and s7 of the Proceeds of Crime Act 2002.

Consent

Some information we hold requires you to give your consent to the information being used for specific purposes and by authorised third parties. If you decide to withdraw consent for this use, we will amend our records immediately upon receipt of your instructions. You can do this by contacting us at any time during or following our work for you.

Sensitive Data

If, during the course of giving us instructions, you provide us with medical or health information to enable us to prepare documents for you and, in some circumstances, to prepare them within time limits, the medical or health information will be recorded on your file and may remain there for future reference. The information we record is strictly limited to information we require to carry out the work. No other sensitive information will be recorded.

How we store your personal information

We record and store information in electronic files on our computer system and on our Client Relationship Management System (Smokeball). Each file is identifiable by a unique reference number which also appears on all our correspondence with you. Some information originates as “hard copy” and this is stored in a separate paper folder. All paper documents are scanned into the electronic file before it is archived and stored in accordance with our File Retention Policy a copy of which is available on request.

We use archived files to send you reminders about updating documents, to provide evidence in any future claims or disputes, and to ascertain whether a conflict of interest arises. We also store a record of all Wills and Powers of Attorney that we have made for future reference to assist your Executors or Attorneys.

Copy identification documents, archived files and copies of Client Registration forms are all stored on an offline computer which is backed up and stored in a fireproof safe.

Our electronic files are password protected and only accessible to authorised staff. All data is backed up daily to a cloud based server.

Who we share your personal information with

Your personal information will not be shared with any third parties unless:

1. We are required by law to provide information to law enforcement organisations; if this applies, we may not be able to inform you;
2. You provide us with written consent to share specific data with another business or organisation; or
3. We need to send your data to government bodies e.g. Land Registry, Court of Protection, Office of the Public Guardian as part of the work you have contracted us to carry out.
4. We are required by our appropriate Professional Regulators, to give them access to your papers (unless you object – see clause 4.3 of our Terms and Conditions).

Some data may be accessed by an approved external IT contractor which we use to monitor and fix issues relating to our computer systems. All external contractors who carry out work for us are required to sign Confidentiality Agreements before commencing the work.

A limited amount of your personal data will be contained in our business accounts which we submit to our Accountant who has signed a Confidentiality Agreement. We use Sage 50 software to keep our business accounts, and this information (including very limited information about you) is stored using “cloud” storage access to which is password protected.

Your Data Information Rights

Right of Access

If you would like a copy of all the information we hold about you, please contact us. Please be aware that most if not all the information we hold about you has been provided by you. We will provide a copy of your information free of charge provided the request is made in good faith and is not excessive. If we are acting for you jointly, we will require written authority from all or both of you before any data or information contained in your file is released to one named party.

Right to Rectification

You have the right to have your information corrected if you believe we have not recorded it accurately. Please contact us as soon as you become aware of any mistakes.

Right to Erasure

You can ask us to delete all information we hold about you at any time but if you do, we will be unable to carry out the work you have instructed us to do, and we will close our file. However, our file will be archived in accordance with our File Retention policy and deleted only after the appropriate period of time.

Automated Decisions

We do not use your personal information to make automated decisions which affect you.

Jurisdiction

We will not send your data to another business situated outside the EEA without your specific consent and only then if we are satisfied that appropriate safeguards are in place.

Complaints

If you are not satisfied with the way we have dealt with your personal information you can complain to the Information Commissioner's Office Tel: 0303 123 1113 (local rate – calls to this number cost the same as calls to 01 or 02 numbers).

For more information on your data protection rights please visit the Information Commissioner's website: www.ico.gov.uk

You can contact us by:

Post: East Devon Law, Barton Chambers, The Old Dairy, Cadhay,
Ottery St Mary, Devon EX11 1QT

Email: advice@eastdevonlaw.co.uk: Tel: 01404 515427

East Devon Law is registered as a Data Controller with the Information Commissioner's Office. The registered Data Controller is Ian Hunt under Register number ZA538180.