

## TERMS OF ENGAGEMENT

The following Terms of Engagement apply to all work carried out for you by Level Law Ltd ("**Level**"), except as otherwise agreed. The expressions "we", "us", and "our" refer to Level, and "you" and "your" refer to our client.

These Terms of Engagement will apply to any services which we provide to you. They may be supplemented and/or amended by a letter, email or other communication in writing. Any supplementary letter that deals, amongst other things, with the specific services to be provided and the fees payable will hereinafter be referred to as our ("**Engagement Letter**"). References in these terms of engagement to "this agreement" refer to any such Engagement Letter together with these Terms of Engagement.

### 1. Our Services

#### Scope of our Services

The scope of the services we have agreed to provide for you in any matter will be agreed between us and confirmed in our Engagement Letter. You agree that you do not require us to provide you with advice or further services in relation to any aspect outside of the scope of the services so agreed.

Unless otherwise agreed in writing, our advice and any documents we prepare are for use solely in connection with the specific matter on which we are instructed, can only be relied on by you, and only reflect the law in force at the relevant time.

#### Updates

We will regularly update you by telephone or in writing with any progress on your matter(s), in particular following key events or stages in your matter(s).

We will update you on the cost of your matters upon request. Whenever there is a material change in circumstances, we will update you on whether the likely outcomes still justify the likely costs and risks associated with your matter(s). We will continually review whether there are alternative methods by which your matter can be funded.

We will update you on the likely timescales for each stage of the matter and any important changes in those estimates.

#### Joint Instructions

Where we are jointly instructed by you and another client to act in a matter, we will assume that either of you are authorised to give us instructions unless either of you advise us otherwise. In addition, as matters progress, we may need to act on instructions of other people from whom we consider it is reasonable to take instructions, in order to progress the matter within the timescales set. Unless informed of any change, we will assume that this remains the case until our work is completed.

#### Provision of Information

To assist us in carrying out the work as efficiently as possible, you will need to ensure that all information provided to us is, to the best of your knowledge, complete, accurate and up to date. You should also notify us of any changes or variations to that information which may arise after the date it is passed to us and of any new circumstances that might be relevant to the work we are undertaking.

### 2. Responsibility for Work

The name of the person who will carry out most of the work in your matter(s) and, if different, the partner with overall responsibility for your matter(s) will be confirmed in our Engagement Letter. They may, from time to time, be assisted by other members of our team.

However, you will be notified of this either in the Engagement Letter or in writing when applicable.

### 3. Complaints

We are committed to high quality legal advice and client care and aim to offer all our clients an efficient and effective service. We are confident that we will do so in this case. However, if you would like to discuss, for example, how the service to you could be improved or, the level of your bill, or should there be any aspect of our service with which you are not satisfied, please contact the partner with overall responsibility for your matter (as set out in the Engagement Letter). If that does not resolve the issue to your complete satisfaction, then we have a procedure in place which details how we handle complaints, and this will be immediately sent to you.

If you would like to see a copy of our complaints procedure at any other time, please let us know, and we will arrange for a copy of it to be sent to you.

We have eight weeks to consider your complaint. If for any reason we are unable to resolve the problem between us within that timeframe, then you may ask the Legal Ombudsman to consider the complaint. Generally, you are entitled to ask the Legal Ombudsman to consider your complaint if you are an individual, a business with fewer than 10 employees and turnover or assets not exceeding a certain threshold, a charity or membership organisation with a net annual income of less than £1m, a trustee of a trust with an asset value of less than £1m, or if you fall within certain other categories (you can find out more from the Legal Ombudsman). The Legal Ombudsman will look at your complaint independently and it will not affect how we handle your matter(s).

Before accepting a complaint for investigation, the Legal Ombudsman will check that you have tried to resolve your complaint with us first. If you have, then you must take your complaint to the Legal Ombudsman:

- (a) within six months of receiving our final response to your complaint; and
- (b) no more than one year from the date of the act or omission being complained about; or
- (c) no more than one year from the date when you should reasonably have known there was cause for complaint.

For further information, you should contact the Legal Ombudsman on 0300 555 0333 or visit [www.legalombudsman.org.uk](http://www.legalombudsman.org.uk).

The Solicitors Regulation Authority (SRA) can help if you are concerned about our behaviour. The SRA's website [www.sra.org.uk](http://www.sra.org.uk) contains information about raising concerns about solicitors and law firms.

#### 4. Regulation

We are authorised and regulated by the Solicitors Regulation Authority (SRA). Our SRA number is 639722.

The firm and our solicitors are governed by Codes of Conduct and other professional rules, which you can access on the SRA's website at [www.sra.org.uk](http://www.sra.org.uk) or by calling 0370 606 2555.

Level Law Limited is a limited liability company which is registered in England and Wales with registration number 10829874. A list of our directors and their professional qualifications is open to inspection at our registered office which is at The Deck, 8-14 Meard Street, London W1F 0EQ.

#### 5. Contacting Us

Our office is located at The Deck, 8-14 Meard Street, London W1F 0EQ. The normal hours of opening are between 09.00 and 18.00 on weekdays. Appointments can, however, be arranged outside those hours.

We will only send you emails from the @level.law domain address. If you receive an email from another email address that purports to be from someone from Level, please contact us immediately.

#### 6. Our Charges

##### Professional Fees

Unless and until an alternative fee arrangement has been agreed and confirmed in writing by us, the basis for calculation of our fees is primarily by reference to the time spent by the fee earner(s) dealing with the matter and the time spent will be charged at an hourly rate.

Where relevant, the hourly rates applicable to your matter will be confirmed to you in our Engagement Letter. We reserve the right to change our hourly rates on one month's written notice.

All fees are quoted exclusive of VAT, which will be added where appropriate.

##### Matter not concluded

Unless otherwise agreed in writing, our fees are payable whether or not a matter is successfully concluded.

##### Estimate of Costs

We will provide you at the outset of a matter with the best possible information on our costs and will update this information as the matter progresses. As you will appreciate however, a matter can often end up taking quite a different shape from that envisaged when it commenced and from when the legal advisers were instructed. Accordingly, it can be difficult to come up with a clear estimate. However, as matters progress, we likely will be able to provide you with more detailed estimates of our likely costs and will keep this under review with you.

##### Limits

Whilst it is often not possible to estimate charges in advance, it is open to you to notify us of any limit which you wish to impose on our charges after which further reference will be made to you. We will advise you when it appears that any costs estimates or limits are close to being exceeded. Notwithstanding any costs estimates or limits, however, where we have agreed that our services will be charged for on an hourly rate basis, the final bill will be a product of the amount of time our fee earners spend on the matter and our agreed fee rates. Unless otherwise agreed, any estimates provided are neither intended to be a cap nor a target billing figure. Therefore, if significant further work is required in addition to that currently envisaged or if the timetable is extended significantly, our fees will be greater than our indicative estimates. Should it become apparent at any time during the course of the matter that significant further work will be required, we shall of course let you know.

##### Third party responsibility

In certain circumstances, there may be an expectation that a third party (including an insurer) will pay your costs. In the event that the third party does not pay the sums due, you will be required to pay any outstanding costs.

##### Disbursements

We may incur certain expenses on your behalf, (for example, such items as court fees, counsel's fees, search fees, etc). You will have to pay those expenses or reimburse us for them (at our election) in addition to our fees. VAT is payable on certain disbursements.

#### 7. Billing Arrangements

##### Timing of bills

We will invoice you on a monthly basis or at such other times as are appropriate.

##### Payments on account

We may ask you to pay sums of money from time to time on account of the anticipated fees. We will offset any such payments against your invoice(s).

These monies will be retained by us in our client account. From time to time, we may ask you to

replenish the client account so that it does not fall below a level we set. Any funds in excess of our charges will be returned to you after the completion or termination of our services. If costs on account are required, we reserve the right not to commence or continue work for you until they have been received.

Total fees may be greater than any advance payments.

**Settlement of bills**

Accounts are to be paid by you when due, whether or not the amounts concerned may ultimately have to be paid by another party. Bills are to be settled in full within 14 days of the date of invoice.

We may charge interest on a daily basis on unpaid bills, starting from 15 days of delivery of the bill and at the rate of 4% above the Bank of England base rate.

If any payment on account is not made or a bill is not settled in accordance with these terms, we reserve the right to decline to act further for you.

**Concerns over your bill**

If you are not satisfied with the amount of our fees please contact us. Objections concerning the amount of our fees will be handled by way of our complaints procedure.

If you remain unhappy about the level of our fees you may be able to make a complaint to the Legal Ombudsman (as more particularly set out above) or you may be entitled to have the bill assessed by the Court in accordance with Part III of the Solicitors Act 1974. Your rights are set out more fully in Sections 70, 71 and 72 of the Solicitors Act 1974.

**Lien over papers and documents**

Following the conclusion of your matter, we are entitled to retain your file of papers and documents while there is money owing to us for fees.

**Client account**

We operate a client account facility which allows for money to be held or transferred in relation to a matter we are working on. However, the facility is operated at our discretion and any unauthorised receipts will be held pending further investigation or returned to the sender. Therefore, we ask that you give us advance warning of any receipts.

Please note that we do not accept cash.

**Client Interest**

We will pay a fair sum of interest to clients or third parties on client money we hold on their behalf. The holding of client money is incidental to the carrying out of clients' instructions and we are required to hold client money in an instant access account to facilitate transactions. As a result, the rates of interest paid under this policy are unlikely to be as high as those obtainable by yourself.

Interest will be paid where the amount of interest calculated exceeds £50.

Where money is held in relation to separate matters for you, we will treat the matters and money as separate, unless the matters are so closely related that they should be considered together.

Where client monies are held in our general client account, we will pay interest without deducting tax at source. You will be responsible for declaring any interest to HM Revenue & Customs. Where client monies are held in a separate designated client account, interest is usually paid net of basic rate income tax.

Interest will be calculated on a daily basis, using the rate of interest offered to business customers on instant access deposit accounts at the bank where we hold general client funds.

Interest will be calculated on cleared client funds. In the case of cheques received, this will be 10 days after the cheque has been deposited with our bank, and for amounts received in cash, or via credit or debit card, standing orders, BACS and CHAPS, interest will accrue from the day of receipt into our client account.

We will normally account to you for interest at the conclusion of the matter. You may contract out of receiving interest by signing a written agreement with us.

This interest policy, including the de minimis limit of £50, will be reviewed periodically, particularly if changes are made to the Bank of England's Base Rate.

It is extremely unlikely that we could be held liable to you if any money held in our client account is lost due to any failure in the banking system including bank collapse. However, you may be entitled to make a claim against the Financial Services Compensation Scheme (FSCS). The FSCS is the UK's statutory fund of last resort for customers of banking institutions. The FSCS can pay compensation of up to £85,000 if a banking institution is unable, or likely to be unable, to pay claims against it.

The limit is £85,000 per banking institution. If you hold other personal money in the same banking institution as our client account(s), the limit remains £85,000 in total. Some banking institutions have several brands. The compensation limit is £85,000 per institution, not per brand.

The FSCS (including the temporary high balance scheme) will apply to qualifying balances held in our client account. In the unlikely event of a deposit-taking institution failure, we will presume (unless we hear from you in writing to the contrary) we have your consent to disclose necessary client details to the FSCS. More information about the FSCS can be found at <https://www.fscs.org.uk>.

**8. Cybercrime and Email Fraud**

It is unfortunate that Cybercrime and email fraud targeted at law firms and their clients is on the increase.

Fraudsters are using very sophisticated methods to manipulate IT and intercept communications.

*Confirmation of our bank details*

Our bank account details will be confirmed to you at the outset of the matter.

It is very important that you are aware that we will not notify you of changes to our bank account details by email. We will only notify you of changes to important business information, including bank account details, in official correspondence which will be sent by postal mail.

If you ever receive any other communication purporting to come from us which purports to change our bank account details or requests that you send funds to another account, please do not rely on this, and immediately contact by telephone the person at Level handling your matter. Even if the request appears to have come from us, you must never send funds to another account unless you have verified this with us.

We cannot take any responsibility for any losses where funds are transferred to other accounts that have not been verified by us.

*Sending funds to our bank account(s)*

Prior to transferring any funds to our account, we recommend you contact us to verify our account details. Wherever possible, you should contact the person at Level who is handling your matter by telephone.

*Our firm sending funds to you*

We may not agree to send any funds to you unless it is to a pre-agreed bank account which we have verified.

You must take care to protect your own data and bank account details.

For all new matters, the person with conduct of your matter will contact you by telephone to verify your bank account details, prior to our sending funds to you. We are sorry if this causes any delay to the processing of payments, but we do consider that these steps are necessary to help protect you and your money from fraud.

If you are a long-standing client of the firm and/or a client to whom we have previously transferred funds and your bank account details have not changed, we will rely on our previous transactions rather than contact you via telephone for verification unless circumstances exist which increase the level of risk or we otherwise consider it appropriate to do so.

**9. Investment**

Sometimes the work we are likely to carry out for you can involve investments. We are not authorised by the Financial Conduct Authority (previously the Financial Services Authority), and so may refer you to someone

who is authorised to provide any necessary investment advice. However, we can provide certain limited services in relation to investments provided they are closely linked with the legal services we are providing to you, as we are members of the Law Society of England and Wales.

If we recommend a particular firm, agency or business to you to provide you with investment advice, we shall do so in good faith, but we shall not be liable to you for any advice you may be given by them. Furthermore, if that firm, agency or business is not another firm of solicitors, you will not be afforded the regulatory protection of the SRA and shall not be entitled to the benefit of the SRA Compensation Fund.

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

**10. Insurance**

We are not authorised by the Financial Conduct Authority (formerly the Financial Services Authority). However, we are included on the Exempt Professional Firms Register maintained by the Financial Conduct Authority so that we can carry on insurance mediation activity, which is broadly the advising on, selling of and administration of insurance contracts. This part of our business, including arrangements for complaints or redress if something goes wrong, is regulated by the Solicitors Regulation Authority. The register can be accessed via the Financial Conduct Authority website at [www.register.fca.org.uk](http://www.register.fca.org.uk).

We do not generally sell or advise on insurance policies except those that are required in relation to our litigation practice. 'After the event' insurance may be obtained by us on behalf of a client to protect against the costs the client may incur when making a claim. Should we identify a problem that cannot readily be overcome without taking out such a policy, we will inform clients at the appropriate time.

If we are requested to recommend an insurer, we will advise the client about the range of legal indemnity insurers we have checked before recommending a particular policy and, if it is not on a fair market analysis, we will explain the basis upon which the recommendation has been made and will check the suitability of any such policy. If we are requested to assist in the arranging of any insurance on behalf of a client, we will inform the client of all necessary information by means of a written 'demand and needs statement'.

If we recommend a referral to a particular insurer, we shall do so in good faith but we shall not be liable to you for any advice or assistance you may be given by them.

If you are unhappy with any financial service you receive from us, you should raise your concerns with the SRA or Legal Ombudsman.

## 11. Limitation of Liability

### Reliance by third parties

Advice rendered by us is provided for the purpose of the instructions to which it relates and for your benefit. It may not be used or relied on for any other purpose or by any person other than you without our prior agreement.

### Liability in respect of other parties

We will use all reasonable endeavours to ensure that all information provided by us is accurate, but we cannot account for the accuracy of information provided by or obtained from third parties. We shall not be liable for any decision made or action taken by you or others based upon reliance on or use of information or advice provided by or obtained from third parties.

Where we are asked to recommend the services of another advisor or service provider, we will do so in good faith, but without liability and without warranting the ability or standing of that person or firm. We will not be responsible for the quality of the services provided by that person or firm.

### Limitation of our liability

**Our total liability, whether in contract, tort or otherwise, for all loss or damage arising from or in connection with your instructions, is limited to £3,000,000. This limit applies to all causes of action against us in respect of, or arising from, or in any way connected with, the work we undertake for you. Where we act for more than one client in a matter, this £3,000,000 limitation applies to our aggregate liability to all of them. 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.**

We can only limit our liability to the extent the law allows. In particular, neither the foregoing provisions nor any other provision of this agreement limit or exclude our liability in respect of: death or personal injury caused by our negligence; fraud or fraudulent misrepresentation; any losses caused by wilful misconduct or dishonesty; or any other losses which cannot be excluded or limited by applicable law.

Please ask if you would like us to explain any of the terms above.

You agree that any claim arising out of or connected to your instructions will be brought only against Level and not against any of Level's shareholders, members, partners, directors, employees, consultants, barristers, solicitors or agents, even if they have been negligent. The fact that an individual person signs in his own name any document in the course of carrying out work for you does not mean that he is assuming any personal legal liability pursuant to that document. Each of our

shareholders, members, partners, directors, employees, consultants, solicitors, barristers and agents are entitled to enforce this paragraph pursuant to the Contracts (Rights of Third Parties) Act 1999 (even if they have been negligent).

In entering into this agreement, you acknowledge that you have not relied on any statement, representation, warranty or assurance from us or from any of our employees, consultants or officers.

We maintain professional indemnity insurance with an insurance company that is approved by the Solicitors Regulation Authority. Summary details of our professional indemnity insurance are available on written request.

It is a condition of our professional indemnity insurance that we notify our insurer and/or broker of any circumstances which may give rise to a claim against us. In doing so, we may disclose documents and information to our insurer, broker and insurance advisers on a confidential basis. Our insurers and brokers are contractually obliged to keep all information we pass to them strictly confidential.

## 12. Confidentiality

We owe you a duty of confidentiality in respect of information relating to you which we obtain during the course of our provision of services to you. All such information will be regarded as and kept confidential at all times unless you instruct us to disclose information or except in the circumstances set out below.

Our duty of confidentiality to you is subject to any disclosures we are required to make in good faith to the police, governmental, regulatory or supervisory authorities in relation to any statutory or regulatory obligations. In particular, we are required, without your knowledge or consent, to report any awareness or suspicion of money laundering in relation to the proceeds of any crime. We can also be ordered by the Government Agencies to disclose information and answer questions about your private affairs, again without your knowledge and consent.

Sometimes, we may ask other companies or people to do typing, photocopying or printing on our files to ensure this is done promptly. We will always seek a confidentiality agreement with, or appropriate confidentiality undertakings from, these outsourced providers. If you do not want your file to be outsourced, please tell us as soon as possible.

Occasionally, our files may need to be examined by external auditors (for quality purposes). In particular, our files may need to be assessed for quality purposes by the SRA and your file may be one of a sample which is to be assessed. These external firms or organisations are required to maintain confidentiality in relation to your files, and any examination will be strictly controlled. Your acceptance of these terms of engagement is deemed to include consent to such disclosure. Please let us know if you have any concerns

about this or if you do not want your files to be examined.

Our duty of confidentiality does not apply to a disclosure we make to our insurers pursuant to the terms of our professional indemnity insurance policy. In the event of a claim, complaint or the notification of a circumstance which may give rise to a loss or claim, we are obliged to make a notification to our insurers, and this may necessarily result in your file being disclosed to our brokers or insurers. By entering into this agreement with us you are expressly consenting to such disclosure.

### **13. Conflict**

An actual or potential conflict between your interests and the interests of another client of the firm may arise during the course of a matter. If this situation arises during our dealings with you, we will discuss the position with you and determine the appropriate course of action.

### **14. Equality and Diversity**

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

### **15. Money Laundering Regulations**

In accordance with the Money Laundering Regulations 2017, we require documentary proof as to your identity and, where relevant, that of your beneficial owner(s), before we can represent you. This information must be renewed every three years. We may verify your identity by searching a third party database, including carrying out an electronic verification check of your identity if we consider that a saving of time and cost will be achieved by doing so. This may leave a footprint on your credit file, but it will not affect your credit rating.

In some instances, where you are based or registered outside the UK, we may pass on to you, the client, the cost of carrying out electronic verification checks, which will not exceed a total of £150 plus applicable VAT.

We also reserve the right to pass on to you the cost of carrying out electronic verification checks if you are based or registered in the UK. If this is to happen, we will advise you in advance and inform you of the costs.

We may ask you to produce certain original documents or ask you to supply us with copies of the same suitably certified by another solicitor or other regulated professional.

We are professionally and legally obliged to keep your affairs confidential. However, we may be required by statute to make a disclosure to the National Crime Agency where we know or suspect a transaction may involve money laundering or terrorist financing. If we are required to make a disclosure in relation to your

matter, we may need to cease work and may not be able to tell you that a disclosure has been made.

### **16. Referrals**

If your matter has been referred to us by a third party and/or we have a financial arrangement with that third party then we shall disclose all relevant details to you in our Engagement Letter including the name of the referrer and the amount of any payment we make to that third party for referring you to us. Similarly, if we receive a financial benefit as a result of acting for you, we will tell you of the amount in our Engagement Letter.

If the third party is paying us to provide services to you, we will inform you in our Engagement Letter of the amount the third party is paying us to provide services to you and, where applicable, the amount you are obliged to pay the third party.

Despite any financial relationship with a third party, we will provide you with independent advice. You are entitled to, and we hope that you will feel happy to, raise questions with us about any aspect of your matter.

Any information you provide to us or any advice that we give to you, during your matter will not be shared with the third party unless you expressly agree.

However, please note that if we are acting both for you and the third party in this matter, we may have to stop acting for both of you if there is a conflict of interest.

### **17. Termination**

#### **Termination by you**

You may withdraw your instructions at any time by written notice to us.

Should your matter not be carried through to completion then a charge will be made in respect of the work that has already been completed, based upon the fee structure that has been agreed. VAT or similar taxes will be payable on that amount, and you will also be billed for any disbursements incurred.

We will be entitled to keep all your papers and documents whilst there is money owing to us for our fees and expenses.

#### **Termination by us**

In some circumstances, we may consider that we ought to cease acting for you. We will only decline to act further for you where we have reasonable grounds to do so (for example: failure by you to settle invoices in full on the due date or to make payments in advance when so requested; failure by you to give clear and proper instructions on how we are to proceed; if it is clear that you have lost confidence in how we are carrying out your instructions; if by continuing to act we would be in breach of the law or rules of professional conduct). If we do cease to act for you, then we will confirm in writing the reasons why and give you reasonable notice.

**18. Storage of Files**

At the end of the matter, we will be entitled to keep all your papers and documents while there is still money owed to us for fees and expenses.

We will keep our file of your papers in accordance with our data retention and erasure policy (a copy of which is available on request) on the understanding that we can destroy them in accordance with our policy, except those papers that you ask to be returned to you. We keep files on the understanding that we can destroy them 6 years after the date of closure of your matter. We will not destroy documents you ask us to deposit in safe custody. We may keep our file in hard copy and/or digital form.

If we retrieve papers or documents from storage in relation to continuing or renewing instructions to act for you, we will not normally charge for such retrieval. However, we may make a charge based on time spent producing stored papers or documents to you or another or making copies of any documents at your request. We may also charge for reading correspondence or carrying out any other work necessary to comply with the instructions given by you, or on your behalf. Our charges would be based on our hourly rate applicable at the given time and we would always discuss this with you beforehand.

**19. Third Party Rights**

Save as expressly set out in these Terms of Engagement (and save as may be otherwise agreed in writing from time to time), the Contracts (Rights of Third Parties) Act 1999 does not apply to the terms of this agreement.

**20. Enforcement**

In the event that any of the terms of this agreement are held to be invalid, the remainder of the terms of this agreement will remain in full force and effect.

**21. Governing Law**

This agreement shall be governed by, and construed in accordance with, the law of England and Wales.

The Courts of England and Wales shall have exclusive jurisdiction in relation to any claim, dispute or difference concerning this agreement and any matter arising from it.

**22. Future Instructions**

Unless otherwise agreed, these Terms of Engagement shall apply to any future instructions given by you to us.

**23. Notice of Cancellation**

You have the right to cancel this contract within 14 days without giving any reason. The cancellation period will

expire 14 days from the date of the conclusion of the contract.

To exercise the right to cancel, you must inform us of your decision to cancel this contract by a clear statement within 14 days from the date of the conclusion of the contract.

If you request for us to begin the performance of services during the cancellation period and then you cancel the contract, you must pay us for work we have done prior to cancellation.

**PRIVACY NOTICE – USING YOUR PERSONAL INFORMATION****Intended purposes for processing**

In order to provide you with legal services, for the administration of our files and records and, if you agree, to enable us to send you information about other services Level offers, we will be processing (using and storing) your personal data, which includes information that identifies you, such as your name, address, job title and contact information. In some cases we may also process special categories of personal data, such as your health records, racial or ethnic origins, political or religious beliefs and/or criminal conviction and offence records.

**Lawful bases for processing**

We may be required to process your personal data in order to comply with our obligations under legislation such as the Proceeds of Crime Act 2002, the Money Laundering Regulations 2017, the Criminal Finances Act 2017, the Foreign Account Tax Compliance Act 2010 (for clients with US 'person' status) and under common law. We may, on occasion, be required to share your personal data with the relevant authorities. This processing of your personal data is to comply with the law, and we would be unable to act for you without doing so.

In addition, we may process your personal data on the basis that we have a contract with you. Alternatively, in some instances, we may have a legitimate interest in processing your personal data.

Whenever we are processing special categories of personal data and/or criminal conviction and offence records, we will only use that data to deliver the services you have instructed us to provide.

All your personal data will be processed, and erased, in accordance with our Data Retention and Erasure Policy, a copy of which is available upon request from our Data Protection Manager; Daniel Lowen, who is based at The Deck, 8-14 Meard Street, London W1F 0EQ.

**Recipients of your personal data**

In addition to our firm, we may, when required and necessary, share your personal data with other organisations. Depending on the work we are undertaking for you, the other organisations may include:

+ Our firm's 'data processors' who are contractors from whom we obtain operational services, including IT support, message taking, typing and secretarial support, costs draftsmen, secure document storage and shredding.

+ Other 'data controllers' that provide professional or commercial services, such as Counsel, other solicitors, accountants, medical practitioners and other experts that you and we agree are necessary to assist us to progress your matter.

+ Providers of insurance, financial and banking services to you and/or to our firm.

+ HMRC, HM Courts & Tribunals Service, HM Land Registry, Councils, international courts and governing bodies, national and local government bodies.

+ The Solicitors Regulation Authority, the Information Commissioner's Office (ICO) and organisations involved with the preparation, assessment and certification of quality standards for which our firm is seeking or maintaining accreditation.

+ If you agree, to organisations providing marketing services to our firm.

### **Marketing**

We would like to send you information about our services which we believe may be of interest to you. If you consent to being contacted on this basis, please tick the box on our Marketing Opt-In Request form, sign and date the document and send it to us. We may contact you by mail, telephone, email or text. If, at a later date, you change your mind, you may opt-out of receiving marketing information from us. To opt-out, please either write to our Data Protection Manager, whose name and address are above, or send an email to [daniel.lowen@level.law](mailto:daniel.lowen@level.law) with "Stop Marketing" in the subject line.

### **Your rights in relation to your personal data**

You have the right to access to your personal data and to verify the lawfulness of the processing. If you would like a copy of your personal data that we are processing please contact our Data Protection Manager, whose name and address are above. Kindly note that we will need to verify your identity before responding to your request. Normally, we make no charge for doing this, and will endeavour to send it to you within 1 month of receipt of your request. If you notice that any of the information we send to you is inaccurate or incomplete, please tell us and we will rectify it promptly.

If you are dissatisfied with our response, you may complain to a supervisory authority, which, in the UK, is the ICO. The ICO's website is at <https://ico.org.uk/>. There may also be judicial remedies available to you.

### **Erasure of personal data**

We will not erase or restrict the processing of your personal data during the period in which we have a legal obligation to retain that data under the applicable Act, Regulations or in common law.

Where we obtained your personal data to fulfil our contractual obligations to you, or if we have a legitimate interest in processing your personal data for the exercise or defence of legal claims, we will erase that data as soon as it is no longer necessary to retain it in relation to the purpose for which it was originally collected. Please see our Data Retention and Erasure Policy for timescales.

If you consented to us using your personal data for marketing purposes, we will erase the data used for that purpose if and when you inform us that you wish to withdraw your consent.

### **Security**

We are committed to ensuring that all information we hold about you is secure. In order to prevent unauthorised access or disclosure, we have implemented appropriate physical, electronic and managerial procedures to safeguard and protect that information.

Other data controller recipients of your personal data are each responsible for implementing appropriate physical, electronic and managerial procedures to safeguard and protect that information, and to keep it secure.

Data processor recipients of your personal data have provided sufficient guarantees that they have implemented measures to ensure compliance with the GDPR and to protect your rights.

### **Transferring your personal data**

We (including our suppliers) may transfer personal data supplied to us outside the EU, European Economic Area (EEA) and/or the United Kingdom. To the extent that any EU or UK Personal Data is transferred to a country or territory outside the UK, EEA or EU, such transfer shall be subject to appropriate safeguards in accordance with the Data Protection Laws (including Article 46 of the GDPR and the relevant requirements of the Data Protection Act 2018).

"Data Protection Laws" means all data protection laws and regulations including the General Data Protection Regulation (EU) 2016/679, the Data Protection Act 2018, Directive 2002/58/EC (Directive on privacy and electronic communications) and any implementing, derivative or related legislation, rule or regulation of the EEA, European Union ("EU"), a Union member state ("Member State") and any applicable legislation or regulation that transposes, implements, supersedes, amends or replaces these in the European Economic Area, including any applicable national legislation that amends, re-enacts, replaces or supplements these in the United Kingdom in connection with its withdrawal from the Union.



**Personal data concerning a third party**

You should only give us personal data about someone else with their permission. Where you provide us with personal data about someone, or someone else discloses to us personal data about you, it may be added to the personal data we already hold and may be used in the ways described in this Privacy Notice.

**MARKETING OPT-IN REQUEST**

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I hereby consent to my personal data being included in Level's database for marketing purposes and confirm that you may contact me by mail, telephone, email or text.

I understand that if, at a later date, I change my mind I may opt-out of receiving further marketing information, and that the ways in which I could do that are set out in the Privacy Notice you have provided to me.

Signed:

Print name:

Date: