

Terms of Business

1 Our business

- 1.1 Joseph A Jones & Co LLP is a Limited Liability Partnership authorised and regulated by the Solicitors Regulation Authority (SRA). Our SRA number is 628464.
- 1.2 Our VAT number is 153 9188 44.
- 1.3 Our practice maintains compulsory professional indemnity insurance in accordance with the rules of the SRA. The contact details of our insurer and the territorial coverage of our policy are available to inspect at our office.
- 1.4 We aim to offer our clients quality legal advice with a personal service at a fair cost. As a start, we hope it is helpful to you to set out in this statement the basis on which we will provide our professional services.

2 These terms and conditions

- 2.1 These terms and conditions apply to all the work that we undertake for you.
- 2.2 These terms and conditions should be read in conjunction with our letter of engagement. In the event of any inconsistency the provisions of the letter of engagement shall apply.
- 2.3 Although your continuing instructions on this matter will amount to an acceptance of these Terms and Conditions of Business, it may not be possible for us to start work on your behalf until the enclosed Form of Acceptance (if any) has been returned to us.
- 2.4 Unless otherwise agreed, and subject to the application of then current hourly rates, the Terms and Conditions of Business shall apply to any future instructions given by you to this firm.

3 Respective responsibilities

- 3.1 We are committed to providing you with a proper standard of service which takes into account your individual needs and circumstances. In order to benefit our clients and the public we adhere to the Solicitors Regulation Authority (SRA) Standards and Regulations. More details can be found on the SRA website at www.sra.org.uk/solicitors/standards-regulations
- 3.2 In order to provide a proper standard of service, you must give us prompt and clear instructions and provide us with any requested information and documentation needed for your matter. This includes promptly notifying us of all material changes.

4 Our hours of business

The normal hours of opening at our offices are between 9.00 am and 5.00 pm on weekdays. Messages can be left on the answerphone outside those hours and appointments can be arranged at other times where essential. Please note that our opening hours are subject to change during the COVID-19 pandemic. Further details of the changes in force at any given time can be found on our website, a poster on our office windows and our answerphone message.

5 Charges and expenses

- 5.1 This matter will be charged on the basis set out in our engagement letter. In addition to the time spent, we may take into account a number of factors including any need to carry out work outside our normal office hours, the complexity of the issues, the speed at which action has to be taken and any particular specialist expertise which the case may demand. An increase in the rates may be applied to reflect such factors. In benefit to a client, a charge reflecting, for example, the price of the property, the size of the estate, or the value of the financial benefit may be considered. It is not always possible to indicate how these aspects may arise but on present information we would expect them to be

sufficiently taken into account in the rates which we have quoted. Where an increase in the rates or a charge reflecting any value element is to be added we will explain this to you.

- 5.2 For your information there are some basic guidelines listed below:-

Fixed fee services

- 5.3 Where our engagement letter states we are charging on a fixed fee basis, additional services can be provided at your request. An additional charge will be incurred for these services either on a fixed fee or calculated on an hourly rate.

Hourly rate services

- 5.4 Where our engagement letter states we are charging on an hourly basis, our charges will be calculated by reference to the time actually spent by the solicitors and other staff in respect of any work which they do on your behalf. This may include meetings with you and perhaps others; reading, preparing and working on papers including keeping records of our attendances; making and receiving telephone calls, e-mails, faxes; preparation of any detailed costs, estimates, schedules and bills; attending at court; and time necessarily spent travelling away from the office.
- 5.5 Routine letters and e-mails that we send and receive together with routine telephone calls that we make and receive are charged at one-tenth of the hourly rate. Other letters, e-mails and calls are charged on a time spent basis.
- 5.6 The current hourly rates are set out below. We will add VAT to these at the rate that applies when the work is done. At present, VAT is 20%.

Partners and Consultants	£250
Solicitors / Legal Executives	£200
Probate Administrators/Trainee Solicitors	£125
Assistants	£ 75

- 5.7 These hourly rates have to be reviewed periodically to reflect increases in overhead costs and inflation. Normally the rates are reviewed with effect from 1 April each year. If a review is carried out before this matter has been concluded, we will inform you of any variation on the rate before it takes effect.
- 5.8 Solicitors have to pay out various other expenses on behalf of clients ranging from Land or Probate Registry fees, court fees, experts' fees, and so on. We have no obligation to make such payments unless you have provided us with the funds for that purpose. VAT is payable on certain expenses. We refer to such payments generally as 'disbursements'.
- 5.9 If your matter does not proceed to completion or we are prevented from acting for professional or other reasons, we will be entitled to charge you for work done and expenses incurred on the hourly basis set out above (but not exceeding any agreed fixed fee as specified in our engagement letter).

6 Payment arrangements

- 6.1 *Property transactions.* We will normally send you our bill for our fees following the exchange of contracts and payment is required on a purchase prior to completion; and at completion on a sale. We will also periodically issues bills for disbursements such as search fees (when searches are submitted) and Land Registry fees (when registration applications are submitted). If sufficient funds are available, and we have sent you a bill, we will deduct our charges and expenses from the monies held on your behalf in our Client Account.
- 6.2 *Administration of estates.* We will normally submit an interim bill at regular stages during the administration, starting once the Grant has been obtained. The final account will be prepared when the Estate Accounts are ready for approval.
- 6.3 *Other cases or transactions.* It is normal practice to ask clients to pay interim bills and sums of money from time to time on account of the charges and expenses which are expected in the following weeks

or months. We find that this helps clients in budgeting for costs as well as keeping them informed of the legal expenses which are being incurred. If such requests are not met with prompt payment, delay in the progress of the case may result. In the unlikely event of any bill or request for payment not being met, this firm must reserve the right to stop acting for you further.

- 6.4 We may also ask you to pay monies on account of costs, expenses on first instruction or from time to time during the course a matter.
- 6.5 It is your responsibility to tell us if you have any form of insurance cover such as legal expenses cover that will pay our fees. You must also tell us if there is a third party who may pay your fees.
- 6.6 Please note that our Solicitors' Accounts rules say that we ought not to pay out on any cheque we receive until it is cleared funds. This means that if we are paying money to a third party, based on a cheque that you have let us have, we cannot do so until your cheque has cleared. This will normally mean you letting us have your cheque 7 working days (depending on the bank in question) before payment is due.
- 6.7 If we are advising more than one person (including individuals, companies or other entities) we will, unless otherwise specifically agreed with you in writing, act for those persons jointly or severally. If we are asked to deliver bills to only one person those bills will nevertheless be binding on all other persons we act under this agreement.
- 6.8 Payment is due to us within 28 days of our sending you a bill. Interest will be charged at the rate of 4% above the base rate of National Westminster Bank Plc from time to time from the date of the bill in cases where payment is not made within 28 days of delivery by us of the bill.
- 6.9 The common law entitles us to retain any money, papers or other property belonging to you which properly come into our possession pending payment of our costs, whether or not the property is acquired in connection with the matter for which the costs were incurred. This is known as a 'general lien'. We are not entitled to sell property held under a lien but we are entitled to hold property, other than money, even if the value of it greatly exceeds the amount due to us in respect of costs.
- 6.10 If we are conducting litigation for you, we have additional rights in any property recovered or preserved for you whether it is in our possession or not and in respect of all costs incurred, whether billed or unbilled. We also have a right to ask the court to make a charging order in our favour for any assessed costs.
- 6.11 We do not accept payments to us in cash in excess of £300. Monies due to you from us will be paid by cheque or bank transfer, but not in cash, and will not be made payable to a third party.
- 6.12 Despite our best endeavours, there may be times when we hold a small balance due to you in our Client Bank Account following conclusion of your matter. Due to the costs involved in postage and bank charges if the amount due to you is less than £5, we will donate these monies to our nominated Charity of the Year. In all other circumstances, we will return these monies to your nominated bank account. If you would prefer us to return all monies to you then please indicate this on your Form of Acceptance. It is your responsibility to advise us of any changes to your bank details and we accept no liability where you have changed bank accounts and failed to inform us.

7 Other parties' charges and expenses

- 7.1 In some cases and transactions a client may be entitled to payment of costs by some other person. It is important that you understand that in such circumstances, the other person may not be required to pay all the charges and expenses which you incur with us. You have to pay our charges and expenses in the first place and any amounts which can be recovered will be a contribution towards them. If the other party is in receipt of legal aid no costs are likely to be recovered.
- 7.2 If you are successful and a court orders another party to pay some or all of your charges and expenses, interest can be claimed on them from the party from the date of the court order. We will account to you for such interest to the extent that you have paid our charges or expenses on account, but we are entitled to the rest of that interest.

- 7.3 You will also be responsible for paying our charges and expenses of seeking to recover any costs that the court orders the other party to pay to you.
- 7.4 A client who is unsuccessful in a court case may be ordered to pay the other party's legal charges and expenses. That money would be payable in addition to our charges and expenses. Arrangements can be made to take out insurance to cover liability for such legal expenses. Please discuss this with us if you are interested in this possibility.

8 Interest payment

- 8.1 Any money received on your behalf will be held in our Client Account. Interest will be calculated in accordance with our Interest Policy. This policy can be found on our website or a copy can be provided upon request. Interest will not be payable if the amount calculated is £20 or less.
- 8.2 Where a client obtains borrowing from a lender in a property transaction, we will ask the lender to telegraphically transfer the loan to our Client Account the day before completion. This will enable us to ensure that the necessary funds are available in time for completion. Such clients need to be aware that the lender may charge interest from the date that they send the payment to us.

9 Storage of papers and documents

- 9.1 After completing the work, we are entitled to keep all your papers and documents while there is money owing to us for our charges and expenses. In addition, we will keep your file of papers for you in storage for not less than six years. Your file may be retained for a longer period in accordance with our Archiving Policy dependent upon work type. After that, storage is on the clear understanding that we have the right to destroy it after such period as we consider reasonable.
- 9.2 We will not of course destroy any documents such as wills, deeds and other securities, which you ask us to hold in safe custody. No charge will be made to you for such storage unless prior notice in writing is given to you of a charge to be made from a future date which may be specified in that notice.
- 9.3 If we retrieve papers or documents from storage in relation to continuing or new instructions to act in connection with your affairs, we will not normally charge for such retrieval. However, we may make a charge based on the time spent at our usual hourly rates for producing stored papers or documents to you or another at your request. We may also charge for reading, correspondence or other work necessary to comply with your instructions.
- 9.4 Following completion of your matter we may store your file in an offsite storage location which is operated by a third party. We will always seek a confidentiality agreement with these outsourced providers.

10 Financial services and insurance contracts

- 10.1 If, while we are acting for you, you need advice on investments, we may have to refer you to someone who is authorised by the Financial Services Authorities, as we are not. However, as we are regulated by the Solicitors Regulation Authority, we may be able to provide certain limited investment services where these are closely linked to the legal work we are doing for you.
- 10.2 We are not authorised by the Financial Conduct Authority. However, we are included on the register maintained by the Financial Conduct Authority so that we can carry on insurance mediation activity, which is broadly the advising on, selling and administration of insurance contracts. Insurance mediation activities and investment services, including arrangements for complaints or redress if something goes wrong, are regulated by the Solicitors Regulation Authority. The register can be accessed via the Financial Conduct Authority website at <https://register.fca.org.uk/>.

11 Termination

- 11.1 You may terminate your instructions to us in writing at any time but we will be entitled to keep all your papers and documents while there is money owing to us for our charges and expenses. If at any

stage you do not wish us to continue doing work and/or incurring charges and expenses on your behalf, you must tell us this clearly in writing.

- 11.2 We may stop acting for you where we have reasonable grounds for doing so, including a failure or refusal by you to pay an interim bill or comply with the request for a payment on account. In this circumstance we will tell you the reason and give you notice in writing. Please note that you will still be liable to pay our fees and third party disbursements incurred up to the date of the termination of the contract between us.
- 11.3 Under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013, for some non-business instructions, you may have the right to withdraw, without charge, within fourteen working days of the date on which you asked us to act for you. However, if we start work with your consent within that period, you lose that right to withdraw. Your acceptance of these terms and conditions of business will amount to such a consent. If you seek to withdraw instructions, you should give notice by telephone, e-mail or letter to the person named in these terms of business as being responsible for your work. The Regulations require us to inform you that the work involved is likely to take more than 30 days.

12 Limited companies

When accepting instructions to act on behalf of a limited company, we may require a Director and/or controlling shareholder to sign a form of personal guarantee in respect of the charges and expenses of this firm. If such a request is refused, we will be entitled to stop acting and to require immediate payment of our charges on an hourly basis and expenses as set out earlier.

13 Tax advice

- 13.1 Unless otherwise agreed in writing our services will not include advice on tax related issues. In particular we are not able to offer advice on the income tax or capital gains tax implications of selling transferring or gifting properties and you should seek advice from your accountant or tax advisor before legally committing to the transaction.
- 13.2 Where we are acting a property purchase, we reserve the right to recommend that you seek independent tax advice regarding Stamp Duty Land Tax where the transaction is complex.
- 13.3 If we are unable to assist we may be able to identify a source of assistance for you.

14 Identity, disclosure and confidentiality requirements

- 14.1 In line with our requirements under the Money Laundering Regulations, we are required to carry out due diligence on our Clients. The checks that we have to carry out on our Clients vary by work type but as a general guide, we are required to obtain proof of identity and address for every Client.
- 14.2 In addition, we carry out online Anti-Money Laundering searches on all Clients instructing us on a property related matter and personal representatives of estates. We use an online due diligence platform to provide these searches. We supply personal data provided by you such as your name, address, date of birth, identity document number to the search provider who compare this information to multiple databases to confirm its validity and also to provide additional information which may affect our decision to act on your behalf .
- 14.3 Solicitors are under a professional and legal obligation to keep the affairs of the client confidential. This obligation, however, is subject to a statutory exception: legislation on money laundering and terrorist financing has placed solicitors under a legal duty in certain circumstances to disclose information to the National Crime Agency. Where a solicitor knows or suspects that a transaction on behalf of a client involves money laundering, the solicitor may be required to make a disclosure. If, while we are acting for you, it becomes necessary to make such a disclosure, we may not be able to inform you that it has been made, or the reasons for it, because the law prohibits 'tipping-off'. Where the law permits us, we will tell you about any potential money laundering problem and explain what action we may need to take.

- 14.4 In a property transaction, where we are also acting for your mortgage lender, we have a duty to fully reveal to the lender all relevant facts about the purchase and mortgage. This includes but is not limited to any differences between your mortgage application and information we receive during the transaction and any cashback payments or discount schemes that a seller is giving you.
- 14.5 In probate matters we will assume that you have given your consent to us to provide a list of the deceased's assets to the appropriate authority if required to do so by the Social Security Administration Act.
- 14.6 In order to comply with court and tribunal rules, all documentation relevant to any issues in litigation, however potentially damaging to your case, have to be preserved and may be required to be made available to other side. This aspect of proceedings is known as 'disclosure'. Subject to this, we will not reveal confidential information about your case except as provided by these terms of business and where, for example, your opponent is ordered to pay your costs, we have to meet obligations to reveal details of the case to them and to the court.
- 14.7 External firms and organisations may conduct audit or quality checks on our practice from time to time. They may wish to audit/quality check your file and related papers for this purpose. It is a specific requirement imposed by us that these external firms and organisations fully maintain confidentiality in relation to any files and papers which are audited/quality checked by them. If you do not wish your file to be used in this way, please let us know as soon as possible.
- 14.8 In the unlikely event that we need to make a notification of circumstance/claim under the terms of our professional indemnity policy information about your matter, your file may be seen by our insurers.

15 Data protection

- 15.1 We use the information provided by you primarily for the provision of legal services to you and for related purposes including:-
- Updating and enhancing client records
 - Analysis to help manage our practice
 - Statutory returns
 - Legal and regulatory compliance
- 15.2 For your information, we store Clients' data in a variety of ways including paper files which may be stored at our offices or an offsite storage facility (after archiving), documents held in our strong room at our offices, electronically on a server at our offices (backed up to a facility in Manchester) and via our case management system, LEAP. LEAP is a cloud-based system and some of your data will be backed up on LEAP's servers currently based in Dublin.
- 15.3 Please find attached our Privacy Notice which provides you with further information regarding what data we hold on your behalf, what this data is used for and your rights.

16 Conflicts of Interest

- 16.1 The firm checks for legal and commercial conflicts of interest before opening each new file.
- 16.2 Actual or potential conflicts or legal conflicts of interest between your interests and those of another client of this firm may arise while acting for you.
- 16.3 If this happens, then this firm will as soon as practicable discuss the situation with you and determine the correct and appropriate course of action. This may result in this firm being unable to act for either you the other client or both you and the other client.

17 Complaints

- 17.1 Our aim is to offer all our clients an efficient and effective service at all times. We hope that you will be pleased with the work that we do for you. However, should there be any aspect of our service with which you are unhappy, please raise your concern in the first place with the solicitor responsible for

your work. If you still have queries or concerns, please contact Gary Rycroft who is the Senior Partner to whom any difficulties can be reported.

- 17.2 A complaint could include a complaint about the firm's bill. You may also have a right to object to the bill by applying to the court for an assessment of the bill under Part III of the Solicitors Act 1974.
- 17.3 The firm has a written complaints procedure and a copy of this can be found on our website or a copy can be provided upon request. If you are not satisfied with our handling of your complaint you can ask the Legal Ombudsman at PO Box 6806, Wolverhampton, WV1 9WJ to consider the complaint. Normally, you will need to bring a complaint to the Legal Ombudsman within six months of receiving a final written response from us about your complaint.

18 Communication between you and us

- 18.1 We will aim to communicate with you by such method as you may request. If you have any particular requirements please make this clear to us at the outset of the matter.
- 18.2 Where we act for two or more clients jointly it is on the clear understanding that we are authorised to act on instructions from either, both or any of them.

19 Governing Law

These Terms of Business and the accompanying engagement letter and other documents shall be governed by, and construed, in accordance with English Law.

20 Contracts (Rights of Third Parties) Act 1999

It is not intended by the parties that any term which may be construed as conferring a benefit on any person who is not a party to this agreement should be enforceable by such party.

21 Limiting Liability

Our liability to you for a breach of your instructions shall be limited to £3,000,000.00, unless we expressly state a higher amount in our engagement letter accompanying these terms of business. 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 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.

Privacy notice

What is this?

1. When you deal with **Joseph A Jones & Co** you trust us with your information. We take privacy seriously and we are committed to protecting the data you provide to us.
2. This notice explains when and why we collect personal data about you, how this data is used, the conditions under which it may be disclosed to others and how it is kept secure.
3. This notice may change from time to time so please revisit this page occasionally to ensure that you are happy with any changes.

Who we are

4. We are **Joseph A Jones & Co LLP of 6 Fenton Street Lancaster LA1 1TE** trading as **Joseph A Jones & Co**. We are a limited liability partnership, registered with Companies House under company number OC403120. Joseph A Jones & Co is the controller of your personal data when you engage it to provide services to you; this means that Joseph A Jones & Co decides why and how your personal data is processed. Joseph A Jones & Co is registered with the Information Commissioner under registration number Z9054792. (The Information Commissioner can be contacted at The Information Commissioner's Office, Wycliffe House, Water Lane, Wilmslow, Cheshire SK9 5AF. Telephone: 0303 123 1113. Fax: 01625 524510. Website: www.ico.org.uk)
5. Where this policy refers to 'Joseph A Jones & Co', 'we', 'our' or 'us' below, unless it mentions otherwise, it is referring to the particular company that is the controller of your personal data.

What is personal data?

6. 'Personal data' means any information relating to an individual person, known as a 'data subject'. The types of personal data that we may process may include your contact details, identification information, financial information, employment information and details included in any correspondence and information about you in connection with any matter on which we are engaged or may be engaged to advise our client. It may also include 'special categories of personal data' (please see paragraph 14 below).

How we collect your personal data

7. We may collect and process the following information about you in the following ways.
8. We may receive information about you from you or third parties when we are acting for, or considering acting for, a client and we are required to obtain information about you, for example if you are a beneficiary of an estate. Where we receive information about you, we will only use that information for the purposes of the legal transaction, case or matter ('matter').

Information that you give to us

9. You provide information about yourself when you make an enquiry to **Joseph A Jones & Co** or ask us to provide legal services to you, or when entering information via our website, opt-in/consent forms, or
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by communicating with us by in person, by phone, post, email or otherwise. It includes additional information that you provide to us during the course of any matter.

10. The information you give to us mainly includes your contact details, identification information, financial or billing information, employment information, details included in any correspondence and information about you in connection with any matter on which we are engaged to advise to help us in the course of a transaction or to pursue or defend a case.

Information we receive from other sources

11. We may receive information about you from third parties. For example:

In transactional matters

Law firms, accountants and other professional advisers acting for you where you or our client is a party to or otherwise concerned in the course of, for example:

- a commercial or domestic property transaction;
- a family, trust or probate matter; and
- due diligence.

In litigation, arbitration, mediation and other forms of dispute resolution

Law firms, counsel, experts and other professional advisers acting for you or our client, or from third parties, where you or our client is a party to or otherwise concerned in the course of, for example:

- dispute resolution whether potential or current;
- disclosure, exchange of witness or expert evidence;
- obtaining employment, health, educational records or reports; or
- liaising with court agents, court officers (i.e. sheriffs and enforcement officers) or trace agents in order to progress or respond to a matter.

From financial institutions

Banks, building societies and finance companies, who are clients of ours or from whom we are given or request information, where you are their customer/debtor.

From clients acting in a representative capacity

Personal representatives, attorneys, trustees, deputies and litigation friends who may provide us with information in connection with a matter, whether non-contentious or not, in which we are acting for you or a client.

Friends, family members or colleagues who may provide information about you as part of the work we undertake, for example where you are or may be:

- a beneficiary of an estate or trust;
- appointed by them in some representative capacity, such as executor; or
- a party in or a witness to a dispute.

From people connected to recruitment

- Recruitment consultants who may provide information about you to us in relation to a potential job at Joseph A Jones & Co.

- Employers who may provide a reference about you to us.

From regulatory bodies

- Regulatory bodies when making regulatory enquiries;
- The police when making enquiries into potential criminal offences.

From introducers and referrers

- Professional advisers who may refer your matter to us;
- Any other introducer of a matter to us.

12. We may supplement the personal data collected about you with information from publicly available sources, such as information to validate your identity or address, or to perform a credit check.
13. The information that we receive about you from others includes contact details, biographical, behavioural, fraud and billing information.
14. The information that we receive about you from others can include both personal and special category data. Special categories of personal data are personal data about an individual's:
 - (a) race;
 - (b) ethnic origin;
 - (c) politics;
 - (d) religion;
 - (e) trade union membership;
 - (f) genetics;
 - (g) biometrics (when used for ID purposes);
 - (h) health;
 - (i) sex;
 - (j) sexual orientation.
15. Criminal convictions or offences must be treated in the same way as special category data.
16. Data about children will be handled carefully as they require particular protection.

Information we collect about you

17. We may automatically collect information about you that we may observe, detect or create without directly asking you to provide the information to us. In common with most other businesses, this will mainly include information gathered automatically through your use of our website or online services.

Mandatory information

18. If you are a client, please note that your provision of documents for identity verification purposes is necessary for us to comply with our legal and statutory obligations. Failure to provide these documents will result in our being unable to undertake identity verification as required by the Money Laundering, Terrorist Financing and Transfer of Funds (Information on the Payer) Regulations 2017 and, subsequently, we will not be able to act for you or the organisation instructing us, as applicable.

Type of personal data we process about you

19. As a legal practice dealing with cases and matters, we may process a range of personal data about you. To make it easier to understand the information that we use about you, we have divided this information into categories in the table below and provided a short explanation of the type of information each category covers (please note that not all categories may be applicable to you):

Category	Personal data included in this category
Banking/billing	Information used to send/receive funds to/from you or that appears on your bills
Behavioural	Your activities, actions and behaviours
Biographical	Your life experiences and circumstances
Cardholder	Your payment card details
Contact	Information that can be used to address, send or otherwise communicate a message to you (i.e. email address, postal address, employer name and job title)
Correspondence	Information contained in our correspondence or other communications with you or about you, about our products, services or business
Employment	Your previous, current or future employment details
Identification	Information contained in a formal identification document or social security or other unique reference relating to you
Legal	Information relating to legal claims made by you or against you or the claims process
Special categories of personal data	Your racial or ethnic origin, political opinions, religious or philosophical beliefs or trade union membership, any personal data that relates to your health, sex life, sexual orientation or criminal offences or records or any genetic or biometric data about you

How and why we use your personal data

20. We may use the information we collect about you in the following ways:

Where it is necessary for us to perform a CONTRACT with you

21. We may use and process your personal data where we have supplied you (or continue to supply you) with any legal services, where we have arranged for the supply of another firm's services to you, or where you are in discussions with us about a particular matter on which you are considering taking advice.
22. We will use your information in connection with the contract for the provision of services when it is necessary to carry out that contract or for you to enter into it.
23. We may also use and process your personal data in connection with our recruitment activities, if you apply for a position with us (whether directly or through a third party) or send your details to us on a speculative basis.

Where we have a LEGITIMATE INTEREST

24. We may use and process your personal data where it is necessary for us to pursue our legitimate interests as a business for the following purposes:

- to carry out our conflict checks so we are able to provide services to you;
- to enter into and perform the contract we have with you or your business;
- for the prevention of fraud and other criminal activities;
- to verify the accuracy of the data that we hold about you and to create a better understanding of you as a client and our clients' customers (where applicable);
- to create a profile of you based on any preferences you have indicated to enable us to decide what products and services to offer to you for marketing purposes;
- to undertake analysis to inform our business and marketing strategy;
- to allow external firms and organisations to conduct audit or quality checks on our practice from time to time.
- to manage and deliver internal projects for business improvement;
- for network and information security purposes to enable us to take steps to protect your personal data against loss or damage, theft or unauthorised access;
- to comply with a request from you in connection with the exercise of your rights (for example, where you have asked us not to contact you for marketing purposes, we will keep a record of this on our suppression lists in order to be able to comply with your request);
- to assist in the management of queries, complaints or claims;
- to notify you or your business of changes in the law that might affect you or your business; and
- for the establishment, exercise or defence of our legal rights.

Where you have provided CONSENT

25. Where you have given us your consent (via our opt-in consent process), we will use and process your personal data to send you email communications about events, products and news updates and relevant news and announcements set out in Marketing below. Such communications may include content on relevant legal updates, seminar and event invitations and other news/announcements.
26. Please note that your information may be used to send you details of our products or services that we have identified as likely to be of interest to you, based on the preferences you have indicated to us.
27. We will seek separate and specific consent from you in circumstances where we wish to feature your identity in a published case study, press release, advertisement or testimonial or wish to include your image in a photograph or video in connection with public relations or promotional activities.
28. You have the right to withdraw your consent at any time. Please see 'Withdrawing your consent' for further details.

Where required by LAW

29. Where you engage us to provide legal services to you, we will process your personal data and the personal data of third parties in order to comply with our legal obligations, for example under the Civil Procedure Rules. We also have a legal obligation to comply with the SRA's Standards and Regulations.
30. It is also a legal requirement for you to provide us with information to verify your identity in connection with anti-money laundering and criminal financing legislation. We will use that information for the purpose of complying with the Money Laundering, Terrorist Financing and Transfer of Funds (Information on the Payer) Regulations 2017 (or such other legislation that may replace or supersede these Regulations from time to time) unless we have obtained your consent to use it for any other purpose.
31. We may also use and process your personal data in order to comply with other legal obligations to which we are subject, as follows:
- to maintain a register of corporate gifts and hospitality to comply with anti-bribery laws;
 - to maintain a record of undertakings where you are either a beneficiary of an undertaking or the person obliged to perform it;
 - to maintain a record of undertakings where Joseph A Jones & Co is the giver or receiver of an undertaking; and
 - to comply with our other legal and regulatory obligations, e.g. undertaking conflict checks.

In the VITAL INTERESTS of the individual

32. From time to time when representing individuals who may be troubled, in danger, very young or otherwise unable to exercise due care for their own safety, we may in extreme circumstances use information about you or a person connected with you in order to take action to protect you or them.

Special categories of personal data

33. We may have to process sensitive personal data (known as 'special categories of personal data') about you or others associated with you, for example your family. We will only use this kind of information where:
- we have your explicit consent;
- it is necessary for us to use this information to protect your vital interests or those of another person where it is not possible to obtain consent;
- it is necessary to do so in connection with the establishment, exercise or defence of legal claims or whenever courts are acting in their judicial capacity; or
- in exceptional circumstances, another ground for processing special categories of personal data is met.
34. Where you have provided us with explicit consent to use special categories of personal data about you, you may withdraw your consent for us to process this data at any time. Please see 'Withdrawing your consent' for further details.
35. Please note that if you withdraw your consent for us to process special categories of personal data about you, this may impact our ability to provide legal or support services to you.

Others who may receive or have access to your personal data

Our suppliers and service providers

36. Our work for you, or a client, may require us to provide information to third parties who will use your information for the purposes of providing services to us or directly to you on our behalf. Such third parties may include insurers or IT support, for example.

Others involved in your case or matter

37. Our work for you, or a client, may require us to provide information to third parties such as law firms, accountants, counsel, expert witnesses, medical professionals and other professional advisers, who will use your information in connection with the matter. They may provide their own services directly to you.
38. Where we are engaged by a third party, such as a bank or lender in connection with your contract with them, we may share information with that third party about the progress of the case.
39. Any third party to whom we disclose information about you will be under an obligation to keep your information secure and not to use it for any purpose other than that for which it was disclosed unless you agree with them otherwise.

Other ways in which we may share your personal data

40. We may transfer your personal data to a third party as part of a sale of some or all of our business and assets to any third party or as part of any business restructuring or reorganisation. We may also transfer your personal data if we are under a duty to disclose or share it to comply with any legal obligation, to detect or report a crime, to protect your vital interests, to enforce or apply the terms of our contracts or to protect the rights, property or safety of our visitors and clients. However, we will ensure that your privacy rights continue to be protected.

Where we store your personal data

41. Your personal data may be kept in physical form either at our business premises or at an external storage facility provided by a third-party supplier. Your personal data may also be stored electronically on our secure servers or on secure third party ('cloud') servers, which are located within the UK and the European Economic Area (EEA).

How long we will keep your personal data for

42. If we collect your personal data, the length of time for which we retain it is determined by a number of factors including the type of data, the purpose for which we use that data and our regulatory and legal obligations attached to its use. We do not retain personal data in an identifiable format for longer than is necessary.
43. We maintain internally a full schedule of types of data and the specified period of time we will retain this for.
44. Typically, the retention criteria are as follows for the following data types:

Data category/ document	Retention period/criteria
Client/customer data	<p>Retention in case of queries or claims. We will retain client files for a minimum of six years.</p> <p>Furthermore, we retain probate files for a minimum period of 10 years, property purchase files for a minimum period of 15 years and Will files will be kept for a minimum period of 15 years but more usually until the death of the testator.</p> <p>Retention of data about potential instructions. We will keep this data for a period of up to six years.</p> <p>Retention in accordance with legal and regulatory requirements. We will consider whether we must retain your personal data after the period described above in case of a legal or regulatory requirement.</p>
Recruitment data	We will retain your application data for up to 12 months following receipt of your application.

45. The only exceptions to this are where:
- the law requires us to hold your personal data for a longer period or to delete it sooner;
 - you exercise your right to have the data erased (where it applies) and it is not necessary for our firm to hold it in connection with any of the reasons permitted or required under the law (see 'Erasing your personal data or restricting its processing'); or
 - in limited cases, the law permits us to keep your personal data indefinitely provided we have certain protections in place.

Your rights

46. You have various rights in relation to your personal data under data protection legislation. In relation to certain rights, we may ask you for information to confirm your identity and, where applicable, to help us to search for your personal data. Except in rare cases, we will respond to you within 30 days from either (i) the date that we have confirmed your identity; or (ii) where we do not need to do this because we already have this information, from the date we received your request.

Accessing your personal data

47. You have the right to ask for a copy of the data that we hold about you by emailing or writing to us at the address at the end of this policy. We may not provide you with a copy of your personal data in certain circumstances but we will explain why we are unable to provide the data.

Correcting and updating your personal data

48. The accuracy of your data is important to us.
49. If you change your name or address/email address, or you discover that any of the other data we hold is inaccurate or out of date, please contact us using the details at the end of this policy.

Withdrawing your consent

50. Where we rely on your consent as the legal basis for processing your personal data, as set out under 'How we use your personal data', you may withdraw your consent at any time by emailing Jennifer.sammons@jajsolicitors.co.uk (please use 'Withdrawal of consent' as the subject heading of your email).
51. If you would like to withdraw your consent to receiving any email communications as described under paragraphs 24-26 to which you previously opted in, you can do so by emailing Jennifer.sammons@jajsolicitors.co.uk (please use 'Withdrawal of consent' as the subject heading of your email)
52. If you withdraw your consent, our use of your personal data before you withdraw your consent is still lawful.

Objecting to our use of your personal data and automated decisions made about you

53. Where we rely on our legitimate interests as the legal basis for processing your personal data for any purpose(s), as set out under 'How we use your personal data', you may object to our using your personal data for these purposes by emailing or writing to us at the address at the end of this policy. Except for the purposes for which we are satisfied we can continue to process your personal data, we will temporarily stop processing your personal data in line with your objection until we have investigated the matter. If we agree that your objection is justified in accordance with your rights under data protection legislation, we will permanently stop processing your data for those purposes. Otherwise, we will provide you with our justification as to why we have to continue processing your data.
54. You may object to our processing your personal data for direct marketing purposes and we will immediately comply with your request. If you would like to do so, please do so by emailing your request to Jennifer.sammons@jajsolicitors.co.uk
55. You may also contest a decision made about you based on automated decision making by emailing or writing to us at the address at the end of this policy.

Erasing your personal data or restricting its processing

56. In certain circumstances, you may ask for your personal data to be removed from our systems by emailing or writing to us at the address at the end of this policy. Provided we do not have any continuing lawful basis to continue processing or holding your personal data, we will make reasonable efforts to comply with your request.
57. You may also ask us to restrict processing your personal data where you believe our processing is unlawful, you contest its accuracy, you have objected to its use and our investigation is pending, or you require us to keep it in connection with legal proceedings. We may only process your personal data while its processing is restricted if we have your consent or are legally permitted to do so, for example for storage purposes, to protect the rights of another individual or company or in connection with legal proceedings.

Transferring your personal data in a structured data file

58. Where we rely on your consent as the legal basis for processing your personal data or have to process it in connection with your contract, as set out under 'How we use your personal data', you may ask us to provide you with a copy of that data in a structured data file. We will provide this to you electronically in a structured, commonly used and machine-readable form.
59. You can ask us to send your personal data directly to another service provider, and we will do so if this is technically possible. We may not provide you with a copy of your personal data in certain circumstances but we will explain why we are unable to provide the data.

Complaining to the UK data protection regulator

60. You have the right to complain to the Information Commissioner's Office (ICO) if you are concerned about the way we have processed your personal data. Please visit the ICO's website (ico.org.uk) for further details.

Security and links to other sites

Security measures we put in place to protect your personal data

61. The transmission of information via the internet is not completely secure. Although we will do our best to protect your personal data, we cannot guarantee the security of your data transmitted to our website, and any transmission is at your own risk. Once we have received your personal data, we have in place reasonable and appropriate controls to ensure that it remains secure against accidental or unlawful destruction, loss, alteration or unauthorised access.
62. Where we have given you (or where you have chosen) a password that enables you to access any of our online or electronic resources, you are responsible for keeping this password confidential. We advise you not to share your password with anyone.

Links to other websites

63. Our website may contain links to other websites run by other organisations. We are not responsible for the privacy policies and practices of other websites even if you access them using links that we provide, and their security cannot be guaranteed.
64. If you linked to our website from a third party website, we cannot be responsible for the privacy policies and practices of the owners and operators of that third party website and recommend that you check the policy of that third party website.

Cookies

Use of cookies

65. Like many other websites, our website uses cookies. Cookies are small pieces of information sent to your computer and stored on its hard drive to allow our website to recognise you when you visit.
66. It is possible to switch off cookies by setting your browser preferences. For more information on how we use cookies and how to switch them off, please see our cookies policy.

Marketing and other communications

67. You will only receive communications from Joseph A Jones & Co (including information about our products and services, relevant legal updates, seminar and event invitations and other news/announcements) if you indicate to us a preference ('opt in') to do so. You will be invited to complete a client consent/opt-in process by email as a result of any of the following:
- you or your employer becoming a client of Joseph A Jones & Co.
 - your attendance at an event or seminar hosted, or co-hosted, by or with Joseph A Jones & Co.
 - your attendance at a 'public' event organised or co-hosted by Joseph A Jones & Co that has been promoted via social media or other advertisements;
 - your providing a business card directly to an employee of Joseph A Jones & Co at (for example) a trade or networking/business event;
 - an email request from you to attend an event we have advertised via social media or on our website or via a third party.
68. If you are a client or contact of Joseph A Jones & Co, we may contact you personally to notify you of changes in the law that might affect you or your business, or specific events/information that may benefit you or your business.
69. We will never share your information with third party partners for their own marketing uses, although we may use service providers to assist us with our own marketing.
70. If you would like to change your preferences at any point, or wish to withdraw your consent, please see 'Withdrawing your consent' and 'Objecting to our use of your personal data and automated decisions made about you' above for further details on how you can do this.

Contact us

71. The person responsible for data protection at Joseph A Jones & Co is Jennifer Sammons. Please direct any queries about this policy or about the way we process your personal data to her at the contact details below.
72. Please write to Jennifer Sammons at Joseph A Jones & Co, 6 Fenton Street, Lancaster LA1 1TE. Our email address for data protection queries is jennifer.sammons@jajsolicitors.co.uk. If you would prefer to speak to us by phone, please call 01524 63371.