



TERMS & CONDITIONS

Introduction

We set out below in what we hope is clear and straightforward language are our terms of business. These should be read together with our letter of engagement, in which we set out the nature and scope of the legal work we will do on your behalf and the basis on which this work is funded.

Regulation and professional code of conduct

The firm is regulated by the Solicitors Regulation Authority (“SRA”). Firm Reference: 200942. Law firms must at all times act according the principles set out in the Solicitors Code of Conduct 2011.

These principles require us to:

- act with integrity;
- not allow our independence to be compromised;
- act in the best interests of each client;
- provide a proper standard of service to our clients;
- behave in a way that maintains the trust the public places in us and in the provision of legal services;
- comply with our legal and regulatory obligations and deal with our regulator and ombudsmen in an open, timely and co-operative manner;
- run our business effectively and in accordance with proper governance, sound financial and risk management principles and in a way that encourages equality of opportunity and respect for diversity; and
- protect client money and assets

Documents, files and storage

We will keep a paper and/or an electronic file for each new matter. You are entitled to receive a copy of your file, comprising all documents prepared on your behalf including letters, emails or other electronic messages received from third parties or sent out on your behalf. We will aim to provide the latter within 14 days of any request and there is no charge for this. Where the latter comprises more than 1000 pages of material, in exceptional circumstances, it may take us longer than 14 days to provide you with your documents.

At the end of your case we will retain a copy of your file. Your physical file is normally converted into a digital file. Physical files are normally then destroyed. We will in all cases retain a copy of your electronic file for 6 years at which point the need for further storage is assessed. Other than in exceptional circumstances or where you specifically ask us to retain your file



electronically for longer, electronic files will normally be deleted after 12 years.

Confidentiality, data protection and disclosure

Confidentiality

We take your privacy and the confidentiality of your case very seriously. We will not disclose your personal data to third parties without your consent, subject to our statutory reporting duties to crime prevention agencies.

In exceptional circumstances and as a last resort where we have grounds to believe there is a serious risk of harm to you or someone else, we reserve the right to make limited disclosure of those concerns to an appropriate third party.

Data protection law

As a “data controller” we act in accordance with the General Data Protection Regulation 2018 and the Data Protection Act 2018. We are registered with the Information Commissioner’s Office, whose head office is based at Wycliffe House Water Lane, Wilmslow, and Cheshire, SK9 5AF.

Personal data

We collect personal data about you in order to provide you with legal assistance and also as required by third parties such as the SRA and Legal Aid Agency. If you do not provide us with relevant information, this may prevent us from providing services to you.

We will take all reasonable measures to protect your data from unauthorised or unlawful processing or disclosure or loss or destruction.

Use of personal data

We can only use your personal data if we have a lawful reason for doing so, such reasons include:

- Complying with our legal and regulatory obligations
- For the performance of our contract with you
- For our legitimate business interests provided this does not infringe your rights
- Where you have given consent

All our normal law firm activities fall under the first three of the above categories, for anything else – for instance passing on your details to a third party as a referee – we would obtain your specific prior consent.



Who we share your personal data with?

We will share your personal data with:

- Other professional advisors who we instruct (i.e. barristers, independent experts, interpreters)
- Government agencies where necessary to carry out your instructions
- Courts and tribunals
- The Legal Aid Agency (where your case is publicly funded)
- Our accountant, bank (in respect of financial information) and insurers
- IT professionals

We only share your personal data to the extent that this is necessary to follow your instructions and conduct your case and where we are satisfied that the other agency or individual has appropriate systems in place to protect your data.

Rarely, and as required by law, we may disclose your personal data to the police or other law enforcement agencies.

How long will your personal data be kept?

We are required by our insurers to keep client files for at least 6 years. After that, unless you instruct us otherwise, we will normally retain within a separate part of our server an electronic copy of your file for up to 12 years. We will, unless you instruct us otherwise, also retain a very limited amount of personal data (comprising name, address, date of birth, nationality and a basic case description on our client database) for up to 25 years.

Right to rectification

Where you believe that we hold inaccurate personal data please inform us of this as you have a right to have inaccurate information corrected. We aim to do this within 7 days.

Right to object

You have an enforceable right to object to the processing of your personal data in relation to direct marketing campaigns, statistical purposes or a purposes related to what the firm considers is either its own legitimate interest or the wider public interest. This is unlikely to apply to our clients.

Communication with Fee Earner

We encourage you to contact our fee earner by email, post or by calling our office telephone. If you choose to communicate with us by other methods apart from the above mentioned, such as text message or Whatsapp, etc. You will be deemed to have accepted that these types of communication tools may involve specific risks, i.e. in the event a mobile device is stolen.



CAMPBELL-TAYLOR SOLICITORS

Specialists in capacity, health and social care law

Insurance

The firm is obliged to carry professional indemnity insurance at all times. Clients are insured up to a limit of 2 million pounds. The firm also maintains public liability insurance at all times.

Legal aid

The firm has contracts with the Legal Aid Agency in mental health and community care. All legal aid work must be carried out in accordance with the Legal Aid, Sentencing and Punishment of Offenders Act 2012, the 2018 Standard Civil Contract and associated regulations.

The firm has a duty to continually assess whether you and your case continue to be eligible for legal aid.

Privately funded work

The firm operates a range of hourly rates and, where appropriate, fixed fees. These can be found on the firm's website at <https://www.rhctlegal.co.uk/>

If you have a query about a bill you should bring it to the attention of the person dealing with your case as soon as possible.

If you have a complaint about a bill, you are entitled to ask for it to be dealt with under the firm's complaints procedure (see below).

You may have a right to refer the matter to the Legal Ombudsman or apply to the court for detailed assessment under the procedure under part 8 of the CPR.

You are required to notify us immediately if you are/or become subject to, or are placed under, any UK government sanctions.

Interest on client monies

The firm holds a client's trust account. The rate of interest on funds held in this account at the current time [see version date below] is [0.05%]. We will account to clients for accrued interest on funds held in the firm's client account where the accrued amount is £25 or more.

Complaints procedure

The firm takes all complaints seriously. The person designated to deal with complaints is **Rod Campbell-Taylor**. Subject to your agreement and the nature of the concern, the staff member with conduct of your case will initially attempt to deal with complaint, and then where agreement is reached confirm this in writing, ensuring that a copy is placed in the complaints file, and a copy then given to the firm's complaints designated manager.



Beyond the above informal procedure Rod Campbell-Taylor will undertake a full investigation and provide a full written response within 14 days (although in exceptional circumstances this may be extended up to 28 days). The decision to escalate the matter to Rod Campbell-Taylor depends on your wishes, however a low threshold test should be adopted. A copy of the latter response will be placed in the complaints file, and on the client's file.

In the event that you remain dissatisfied you are entitled at that stage to bring your complaint to the Legal Ombudsman, PO Box 6167, Wolverhampton, WV1 9WJ (Telephone: 0300 555 0333).

According to the Legal Ombudsman Scheme Rules, Scheme Rule 4: Time limits: From 1 April 2023, **the time limits for referring a complaint to LeO are no later than one year from the date:**

- **of the act or omission being complained about; or**
- **when the complainant should have realised that there was cause for complaint.**

Termination of retainer

You may terminate your instructions to us in writing at any time.

We may unilaterally terminate the retainer (contract) with you where:

- your behaviour is unreasonable, abusive or threatening
- your instructions are persistently unreasonable
- you fail to provide timely instructions
- there has been a breakdown of trust and confidence
- there is a conflict of interest

Or in relation to publicly funded work:

- your file no longer satisfies the "sufficient benefit" test set out in paragraphs 3.30 and 3.64 of the 2018 Civil Contract Specification and regulation 32 of the Civil Legal Aid (Merits Criteria) Regulation 2013

These terms apply to any current and future instructions you give us. Your continuing instructions in this matter will be deemed as your acceptance of these terms and conditions of business. If there is anything you do not understand or wish to discuss please do not hesitate to contact the person dealing with your case.