



General Terms of Business

Thank you for choosing LMD Law. We appreciate your business and look forward to building a strong and productive relationship with you.

These terms set out the general terms on which we provide services to you. When you instruct us to advise on a new matter we will normally send you confirmation of our engagement by letter or email confirming your instructions. The terms of that correspondence (if any) and these general terms & conditions will together form the contract between us for that matter ('Terms of Business').

1. Scope of this Agreement

- 1.1. This agreement sets out the terms and conditions on which we will provide or procure legal advice and services for you. Please read the agreement carefully before you use our Services. You signify that you agree to accept all the terms of this Agreement once you use or access the Services. If you do not accept this Agreement you should let us know in writing straightaway and you may not use the Services.
- 1.2. Legal advice and services are provided by LMD Limited, a limited company registered in England under Company No. 08223995 whose registered office is at 33 Queens Crescent, Hebburn, NE31 2TF. 'LMD Law' is a trading name of LMD Limited.
- 1.3. LMD Limited is regulated by the Bar Standards Board ('BSB') No. ER130388 and operates in accordance with the BSB Handbook. The BSB Handbook sets out the standards and requirements that we are expected to achieve and observe for the benefit of our clients. The Handbook includes the Code of Conduct which contains required outcomes designed to benefit users of legal services and the public at large.

2. Parties to this Agreement and Definitions

2.1. This agreement is between:

- 1) LMD Limited ('LMD Law', 'We' or 'Us')
- 2) 'You', the person or organisation that has subscribed for or requested the Services.

2.2. No other party may rely on this agreement or the advice provided by us without a specific contract with us.

2.3. The following words used in this agreement have specific meanings:

- 1) 'Services' means the legal advice and legal services that we supply or procure on your behalf as 'Fixed Fee Packages' or on an 'Hourly Rate Matter'.
- 2) 'Fixed Fee Packages' means one or more of the services which we provide for a fixed fee.
- 3) 'Hourly Rate Matter' means a specific assignment which you ask us to perform which does not fall within the scope of a Fixed Fee Package but which is performed and billed by reference to an hourly rate.

3. Our appointment

3.1. When you appoint us to act for you in relation to a particular piece of legal work:

- 1) you will be authorising us to take all measures we believe appropriate to protect your interests unless you instruct us specifically to the contrary; and
- 2) you will be authorising us to incur reasonable expenses on your behalf.

- 3.2. Your requests to us for work to be done are called 'Instructions'.
- 3.3. Our advice is provided to you and may not, without our prior written consent, be disclosed to any other party. You will not refer to us or our advice in any public document or communication without our prior written consent.

4. People responsible for your work

- 4.1. Lee Dowling will have overall supervision of the work carried out for you. He is a qualified solicitor (SRA No 489601) and he is subject to the requirements of the Solicitors Regulation Authority's Code of Conduct. He will be assisted by other staff as necessary.
- 4.2. When telephoning to speak to us please use the main telephone number 0800 689 3037. Occasionally, you may be passed through to voicemail. Please be assured that messages are checked regularly and your call will be returned as soon as possible.
- 4.3. Our normal office hours are from 8:30AM to 5:30PM on normal business days in England. If urgent contact is required outside these times, feel free to contact Lee's direct mobile 07791 843 829.
- 4.4. We may allocate work to other qualified or appropriate persons to perform under our direction or control and in such cases we will remain responsible for their performance. We will try our utmost to avoid changing the people who handle your work, but if this were unavoidable, for example due to sickness or holiday, we will inform you promptly who will be handling the matter and why the change was necessary.

5. Service standards

- 5.1. In delivering the Services to you, we will use our reasonable endeavours to ensure that advice, information and documents are prepared and supplied with reasonable care and skill. We will provide the Services by any dates specifically agreed with you and

in any event within a reasonable time having regard to the nature of the instructions.

- 5.2. In order to provide you with the best service, we need you to provide us with information, documents and instructions in a clear, accurate and timely manner. We will need you to be clear and open in stating your objectives and any relevant timescales or other circumstances which may impact on the work that we carry out for you. We ask that if you are not happy with any aspect of our service you tell us straightaway so that we can put it right.
- 5.3. We cannot accept liability for the Services if you fail to follow the advice provided or if you fail to provide us with all the facts relevant to the issue on which you seek our advice or fail to provide adequate instructions, information or documents in good time to meet any relevant deadlines.
- 5.4. Where newsletters, briefings or blog posts are provided to you as part of the Services, this is provided for general guidance only and is not intended to be legal advice on a specific issue.

6. Use of Email

- 6.1. You acknowledge that we may send you documents and correspondence by e-mail unless you specifically request us not to.
- 6.2. In all cases of transmission in electronic format, provided the last known number or address is used, we will not be responsible for inadvertent disclosure of information caused by unauthorised access into computer systems or interception of data. We cannot be held responsible for the accidental transmission of computer viruses – you are advised to take the normal precautions in scanning files received from external sources.

7. Communication Between You & Us

- 7.1. We will update you regularly by telephone or email on the progress of matters we are handling for you. We will review your account regularly and update you on the likely timescales for each stage of any project and any important changes in those estimates.
- 7.2. We will explain to you by telephone or by email any further legal work required as your matter progresses. We will communicate with you in plain language.
- 7.3. We will also communicate with you in writing, and this will usually be in email or letter format. If you have an email address then we may communicate with you via email.
- 7.4. It is imperative that you regularly check your post and, if applicable, your email account, as we may have sent important information to you.
- 7.5. You must advise us immediately if your contact details change. Failure to do so may affect the progression of your case if we are unable to contact you. Please also advise us within a reasonable time beforehand if you plan to spend time away from the UK.
- 7.6. If you telephone us and are unable to speak to the person dealing with your case, we will endeavour to return your call by close of business that day. However, I may not be able to do so where I am otherwise engaged such as at Court or in appointments.
- 7.7. I aim to address issues raised by any incoming correspondence within 3 working days of receipt.
- 7.8. We will also keep you regularly updated as to the progress in your case, and send you copies of important correspondence or documents received by us.

- 7.9. Where applicable we make use of a secure client portal and it is important that you check this regularly or when prompted to do so in order to keep updated with your matter.

8. Hourly Rates Charges

- 8.1. Hourly rates set from 31 March 2020:

1)	Lee Dowling (Grade A fee earner)	£250 per hour
2)	Grade B fee earners	£200 per hour
3)	Grade C fee earners	£150 per hour
4)	Grade D fee earners and other staff	£125 per hour

- 8.2. Note that our hourly rates are reviewed as from 31 March annually and the fees for Fixed Fee Packages will be reviewed on or prior to each renewal date.

9. Fixed Fee Packages

- 9.1. In most cases we will provide you with an agreed fixed fee price estimate for your matter (which may be subject to a set of assumptions for factors outside our control).
- 9.2. Unless otherwise agreed in writing, the fees for Fixed Fee Packages will be payable in full in advance of work commencing on your matter.

10. Payment of Fees

- 10.1. In all cases our fees are exclusive of VAT, expenses and disbursements (see below).
- 10.2. If a purchase order is a pre-requisite to payment of our fees, please supply us with a purchase order prior to us commencing our work. After work has commenced, the absence of a purchase

order number issued by you will not be a valid reason to delay payment to us.

- 10.3. Except where a Fixed Fee Package applies, our invoices are payable within 14 days of the date of invoice. If the invoice is not paid within this time we reserve the right to charge interest on the amount due from that date to the date of payment at 5% above the base rate of Barclays Bank plc from time to time in force.

11. Expenses and Disbursements

- 11.1. Our fee estimates do not include any expenses or payments to third parties which we may have to incur during your matter on your behalf. These are known as “disbursements”. Examples of disbursements are travel expenses, phone call charges, fax and photocopying charges, experts’ (including costs draftsmen) fees, Counsels’ fees, stamp duty and search fees. These will generally be billed at the same time as we invoice you for our fees, but may sometimes be billed at another time.
- 11.2. In some cases of litigation or disputes you may have to pay the legal costs of a third party. If this is the case, we will discuss this with you. Our fees for the Services do not include third party legal costs.
- 11.3. If we have to incur additional expenses for staff, other than lawyers, working overtime on evenings or weekends in order to provide an effective service to you, we may include these expenses as a separate item on our invoice to you

12. Outsourced Activities

Sometimes we may ask other companies or people to do typing, printing, copying, IT support or other work on our files or data to ensure this is done promptly and cost-effectively. We will always seek a confidentiality agreement with these outsourced providers.

13. Value Added Tax

- 13.1. All quotations or estimates of fees that we give are subject to the addition of Value Added Tax where applicable. Most expenses that we pay on your behalf will also be subject to the addition of Value Added Tax. LMD Limited is not currently registered for VAT.
- 13.2. If our services are subject to Value Added Tax, you hereby indemnify us in full on demand for any interest, penalties or legal costs incurred as a result of any information you provide to us in relation to your Value Added Tax status not being correct.

14. Billing & Payments

- 14.1. Our invoices are payable no later than 14 days from the invoice date unless we have agreed with you otherwise in writing. We may change these payment terms at any time by giving at least 30 days notice in writing. If an account is not paid in full within that period we may charge you interest on any amount outstanding from the date of the invoice until the date the bill is paid at 8% p/a, or such percentage equivalent to the statutory rate of interest prescribed for judgments from time to time in place. In the alternative and where appropriate, we reserve the right to claim interest pursuant to the Late Payment of Commercial Debts (Interest) Act 1998.
- 14.2. If you are unhappy with any bill which we send you please contact your lawyer in the first instance who will try to resolve your query.
- 14.3. If an account remains unpaid and we decide to commence legal proceedings against you in order to recover the sums you owe us then we will be entitled to recover from you the legal costs that we incur in connection with those proceedings at our standard hourly rates, together with all disbursements (including fees of

Counsel and any overseas lawyers engaged by us in our attempts to recover payment from you).

- 14.4. Where an account is overdue we are entitled to exercise a lien over files and documents belonging to you until our account is settled. We also reserve the right to cease continuing work for you.
- 14.5. If instructions for a piece of work are given by more than one person or company, we may recover our fees, disbursements and Value Added Tax from any one or more of them. This includes situations where one person or company instructs on behalf of another.
- 14.6. If arrangements are made for a third party to pay any of our fees or disbursements, or a Court orders a third party to pay any part of our fees or disbursements, you remain liable to pay them to the extent that the third party does not pay them when due.
- 14.7. If we act for you on a contentious matter you will be responsible to us for all the legal fees and expenses that you incur although you may be able to recover some of them from your opponent. In some cases, particularly where your opponent is legally aided and in cases before the Employment Tribunal, your opponent is unlikely to be ordered to pay any or all of your fees and expenses, even if you are wholly successful in your action. Even where a Court orders your opponent to pay your costs and expenses you may encounter an insolvent opponent who cannot pay. In these circumstances you are still liable to pay us for all the legal fees and expenses that you incur. You will also be responsible for paying the charges and expenses of seeking to recover any charges and expenses that the Court orders your opponent to pay. If the Court does order your opponent to pay some or all of your charges and expenses, in that case, interest can be claimed from your opponent from the date of the Court Order.

- 14.8. You agree to be liable for our charges and expenses, on the basis agreed between us in the letter of engagement and these terms (and subject to any changes notified to you), notwithstanding that this amount may exceed the amount of costs which you would be permitted to recover from any other party. If you are unsuccessful the Court may order you to pay all or a significant proportion of your opponent's fees and expenses (together with interest). You may also have to make payments in respect of your opponent's fees and expenses at various stages in the course of the action. If you withdraw from a case you will usually be ordered to pay your opponent's fees and expenses.

15. Handling of Client Funds

Please note in accordance with the BSB Handbook, we are not permitted to receive, handle or control client money. However, we may occasionally make use of third party payment services approved by the Bar Standards Board for fees paid to our agents, disbursements or settlement moneys. Please note that these services may not be covered by the Financial Services Compensation Scheme.

16. Intellectual Property

All copyright and other intellectual property rights of whatever nature attaching to our work product, including all documents, reports, written advice, audio or video belong to us and remain our property. You have a licence to use this material for the particular purpose for which it is prepared. If you wish to use it for other purposes, you must first obtain our written permission. The moral rights in the work product are asserted by us.

17. Legal Aid

We are not able to carry out legally aided work.

18. Document storage

- 18.1. After completing the Services we are entitled to keep all your papers and documents while money is owing to us. We will keep our file of papers (except for any of your papers which you ask to be returned to you) for no more than 6 years and on the understanding that we have your authority to destroy the file 6 years after completing the Services. We may send the files to you for your storage after a period has elapsed since completion.
- 18.2. This policy does not apply to the storage of title documents, title deeds and other valuable documents and we will not destroy any documents which you specifically ask us to keep in safe custody. Charges may apply for papers you ask us to keep in safe custody – please ask us for details.
- 18.3. If we retrieve papers or documents from storage in relation to continuing or new instructions to act in connection with your affairs, we will normally charge you for the cost to us of that retrieval. We may charge you both for time spent recalling stored papers that are requested and reading, correspondence or other work necessary to comply with your instructions in relation to the retrieved papers.

19. Confidentiality and Disclosure

- 19.1. We have a professional duty to keep the affairs of our clients and former clients confidential except where disclosure is required or permitted by law or by the clients or former clients concerned.
- 19.2. We are also required to disclose to you all information of which we are aware or may become aware which is material to your case or project. However, we may not disclose this information if we already owe a duty of confidence to another client in relation to that information. If this happens, we will bring the matter to your

attention and you will be able to decide whether you wish us to continue to act.

- 19.3. This obligation of confidentiality does not apply if the information is already in the public domain without any breach of confidentiality, if you give us permission to disclose the information, or if we are required or permitted to disclose it by any regulatory or fiscal authority.
- 19.4. Please note that documents filed at Court such as the Particulars of Claim, Defence and Reply, together with orders made in open Court are available to the public. This does not apply to any documents attached to statements of case or to such orders.
- 19.5. Should we receive requests, either directly from you, or from your accountants and or auditors, for confirmation as to whether we are instructed on your behalf, our response shall always be addressed directly to you for onward transmission. Such requests may require us to confirm whether any matters are of a litigious nature, whether any deeds or documents are retained by us on your behalf and also whether there are any outstanding bills owed by you to us or any work in progress at any given point in time.
- 19.6. We reserve the right to charge on a time basis for work undertaken in responding to such requests.
- 19.7. In certain circumstances, such as in order to comply with Money Laundering Regulations and the law relating to terrorist financing from time to time in force, we may be required to provide information relating to a client or former client to regulators, including the National Crime Agency. We may also be prevented from informing such clients or former clients that a disclosure has been made or of the reasons for it because the law prevents “tipping off”.

19.8. You also agree that we may, when required by our insurers or other advisers, provide details to them of a matter or matters on which we have acted for you.

19.9. From time to time, we may mention in our marketing literature that we have been involved with a particular project or case without the bounds of client confidentiality; we propose to assume that you have no objection to this, unless you notify us in writing.

20. Conflicts and Confidentiality

20.1. Conflicts between your interests and those of another client may arise. If there is a conflict of interest, we might have to stop acting for you.

20.2. All fees and disbursements and any applicable VAT up to the date of termination will be charged and become due.

20.3. You agree that we will not be under any obligation to disclose to you, or use on your behalf, any documents or other information in respect of which we owe a duty of confidentiality to another client, former client or third party.

21. Data Protection

21.1. The attached Privacy Policy explains how and why we collect, store, use and share your personal data. It also explains your rights in relation to your personal data and how to contact us or supervisory authorities in the event you have a complaint. Please read it carefully.

21.2. Our use of your personal data is subject to your instructions, the EU General Data Protection Regulation (GDPR), other relevant UK and EU legislation and our professional duty of confidentiality.

21.3. Under data protection law, we can only use your personal data if we have a proper reason for doing so. Generally, we process your personal data:

- 1) to comply with our legal and regulatory obligations
- 2) for the performance of our contract with you or to take steps at your request before entering into a contract, or
- 3) for our legitimate interests or those of a third party

21.4. However, this does not apply to processing sensitive personal data about you such as, for example, your medical records. It is necessary to process sensitive personal data from time to time to establish the nature and extent of certain facts about your project or case. If we need to process such sensitive personal data we will need your explicit consent for doing so and will, in that case, provide an authority form for you to complete and sign. You can withdraw your consent at any time by contacting us.

22. Promotional Communications

22.1. We may use your personal data to send you updates (by email, text, telephone or post) about legal developments that might be of interest to you and/or information about our services, including exclusive offers, promotions or new services or products. You have the right to opt out of receiving promotional communications at any time, by:

22.2. contacting us by emailing hello@lmd.law or writing to us;

22.3. using the 'unsubscribe' link in emails or 'STOP' number in texts

23. Professional Indemnity Insurance

We hold professional indemnity insurance with Bar Mutual Indemnity Fund in respect of all our activities in the UK. Further details can be provided on request.

24. Limitation of Liability

- 24.1. **IMPORTANT:** In accordance with our usual practice, the aggregate liability of LMD Limited, its directors, employees and consultants or any of them for any Loss shall not exceed £1 million. "Loss" here means the aggregate of all losses or damages (including interest thereon if any) and any costs suffered or incurred, directly or indirectly by you under or in connection with this agreement or the Services. This includes loss arising from a breach of contract, breach of statutory duty, tort (including negligence) or other act or omission by us, but excludes any such losses damages or costs arising from fraud or dishonesty or in respect of liabilities which cannot be lawfully limited or excluded.
- 24.2. We will not be liable for any consequential, special, indirect or exemplary damages, costs or losses or any damages, costs or losses attributable to lost profits or opportunities.
- 24.3. You agree not to bring any claim against any director, employee or consultant of LMD Law in their personal capacity.
- 24.4. You agree that the limitations set out above are reasonable in the context of the services delivered and the competitive fees charged. Please ask if you would like us to explain any of the terms above.

25. Complaints

- 25.1. We value you as an individual and as a client, and would not wish to think that you have reason to be unhappy with our work. We are committed to high quality legal advice and client care and

are confident in providing a high quality service in all respects and hope that you will never have occasion to be dissatisfied with the service provided by LMD Law. If this does happen to be the case for any reason, however, then please do raise any issues openly and frankly and it is important to do so as soon as possible.

- 25.2. If you are unhappy about any aspect of the service you have received or about our charges, then please contact the person handling your matter in the first instance. It is important that you raise any issues that you may have immediately or as soon as possible so that they can be resolved to your satisfaction
- 25.3. If however, you would prefer to make your complaint in writing then please either use the contact form on this website to submit your complaint online or write to us at LMD Law Client Care, LMD Law, 33 Queens Crescent, Hebburn, NE31 2TF.
- 25.4. We can also provide you with a copy of the LMD Law complaints procedure, which details how we handle complaints, and we will be happy to supply you with a copy upon request. All lawyers are obliged to attempt to resolve problems that clients may have with service provided. We have eight weeks to consider your complaint.
- 25.5. We treat any complaint about our services seriously and aim to deal with these efficiently and appropriately. Mr Lee Dowling is the person responsible overall for client care and complaints at LMD Law.
- 25.6. You must have tried resolving your complaint with us first but if we are unable to help or you are not satisfied with our internal complaints handling then you then you can have the complaint independently looked at by the Legal Ombudsman. You can find out more at legalombudsman.org.uk, telephone 0300 555 0333.

25.7. The Legal Ombudsman investigates problems about poor service from lawyers. 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. Their contact details are 0300 555 0333 and enquiries@legalombudsman.org.uk. Their time limits for investigating complaints are:

- 1) Within six months of receiving a final response to your complaint; and
- 2) Six years from the date of act/omission; or
- 3) Three years from when you should reasonably have known there was cause for complaint (if the act took place more than six years ago).

25.8. You can usually only complain to the Ombudsman if you are a member of the public, a very small business, a charity (with annual income of less than £1 million), a club (with annual income of less than £1 million) or a trust (with an asset value of less than £1 million).

25.9. Certain issues can be referred to our regulator, the Bar Standards Board. You can find out more at barstandardsboard.org.uk, telephone 020 7611 1444.

If you have questions, please do not hesitate to contact us at hello@lmd.law or by phone on 0800 689 3037.

26. Money Laundering – General Provisions

26.1. LMD Law is required by law to comply with Money Laundering regulations. These regulations exist to combat the laundering of the proceeds of crime and terrorism and may require lawyers to obtain proof of a client's identity before acting for them and in some cases other related parties who may have an interest

in a transaction. In the absence of satisfactory evidence of identity, we may not be able to provide the Services to you.

26.2. require us to obtain satisfactory evidence of your identity, and, where relevant, the source of any funds to be provided by you. We would be grateful if you could assist us in this regard by providing us with documents to assist in establishing your identity and address details.

26.3. In most cases we will need to see and take copies of documents such as passport, photocard driving licence, proof of address such as a bank statement or utility bill (usually dated within the last 3 months), and for corporate clients a company search or equivalent. If you do not have such documents then please contact us and we can advise you of alternative documents which we can accept.

26.4. You acknowledge that we may use third party sources to confirm identity checks in some cases including electronic verification services and you consent to our use of such services and to pay any reasonable charges involved (usually around £5).

26.5. As a result of Government Regulations, lawyers must have regard to the source of any funds to be used by their clients in any transaction; consequently, we may require you to disclose the details of any source of funds to be used in a transaction. If you are unable to do so, we may terminate our retainer.

26.6. You should be aware that all lawyers have an obligation by law to report any knowledge or suspicion of certain criminal activities to the National Crime Agency. This could include knowledge of tax evasion or possession of criminal property by anyone involved in a transaction in whatever capacity. In most cases, this report must be made without reference to you, or without your consent.

26.7. If we make a report in relation to your project or case, we may not be able to tell you that a report has been made. We may have to stop working on your projects for a period of time and may not be able to tell you why.

27. Cancellation for Consumers

27.1. The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 may apply to your matter. This means you have the right to cancel your instructions to us within 14 calendar days of receiving this letter. You can cancel your instructions by contacting us by post or by email to this office.

27.2. If we have started work on your file, you may be charged if you cancel your instructions. If you would like us to commence work on your file within the next 14 days, please sign these terms and conditions and return it to this office by email or post.

28. Termination

28.1. You may terminate the Services in writing at any time by email or letter to us.

28.2. We can decide to stop providing the Services to you only with good reason (e.g. you do not pay our invoices or a conflict of interest occurs) and on giving you reasonable notice. If you cancel or we decide to stop acting for you, you must pay our charges up until that point.

28.3. This agreement will terminate automatically if we have an obligation under the BSB Handbook or otherwise to withdraw from a case or to cease to act.

I hereby give notice that I wish LMD Law to immediately commence acting in relation to my contract for the supply of legal services and that by providing instructions this constitutes a commencement of work

request pursuant to the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013.

I have read and understood the above and confirm my agreement to the terms set out above.

Signed: _____

Name: << MATTER.CLIENT.NAME >>

Title:

Date: + _____

Notice of the Right to Cancel

Under the terms of this agreement you have 14 days from the date that you receive this notice in which to cancel the agreement with LMD Law.

This must be given by serving the cancellation notice below, by delivering personally or sending (by electronic mail) the notice to the person named in the notice. This notice may be served at any time within the period of 14 days, starting with the day of receipt of a notice in writing of the right to cancel the contract.

The notice of cancellation is deemed to be served as soon as it is posted or sent to LMD Law, 33 Queens Crescent, Hebburn, NE31 2TF or in the case of an electronic communication from the day it is sent to hello@lmd.law

You may use the example form at the end of this document if you want to but you do not have to.

If you do cancel within these 14 days you may be required to pay for the goods or services supplied, if the performance of the contract has begun with your written agreement before the end of the cancellation period.

Privacy Policy

We take your privacy very seriously. Please read this privacy policy carefully as it contains important information on who we are and how and why we collect, store, use and share your personal data. It also explains your rights in relation to your personal data and how to contact us or supervisory authorities in the event you have a complaint.

When we use your personal data we are regulated under the General Data Protection Regulation (GDPR) which applies across the European Union (including in the United Kingdom) and we are responsible as ‘controller’ of that personal data for the purposes of the GDPR. Our use of your personal data is subject to your instructions, the GDPR, other relevant UK and EU legislation and our professional duty of confidentiality.

Key terms

It would be helpful to start by explaining some key terms used in this policy:

We, us, our	LMD Limited trading as LMD Law, mysolicitor.co, pacis, helpLET and EMPlawyer
Personal data	Any information relating to an identified or identifiable individual
Special category personal data	Personal data revealing racial or ethnic origin, political opinions, religious beliefs, philosophical beliefs or trade union membership Genetic and biometric data Data concerning health, sex life or sexual orientation

Personal data we collect about you

The table below sets out the personal data we will or may collect in the course of advising and/or acting for you.

Personal data we will collect	Personal data we may collect depending on why you have instructed us
<p>Your name, address and telephone number</p> <p>Information to enable us to check and verify your identity, e.g. your date of birth or passport details</p> <p>Electronic contact details, e.g. your email address and mobile phone number</p> <p>Information relating to the matter in which you are seeking our advice or representation</p> <p>Information to enable us to undertake a credit or other financial checks on you</p> <p>Your financial details so far as relevant to your instructions, e.g. the source of your funds if you are instructing on a purchase transaction</p> <p>Information about your use of our IT, communication and other systems, and other monitoring information, e.g. if using</p>	<p>Your National Insurance and tax details</p> <p>Your bank and/or building society details</p> <p>Details of your professional online presence, e.g. LinkedIn profile</p> <p>Details of your spouse/partner and dependants or other family members, e.g. if you instruct us on a family matter or a Will</p> <p>Your employment status and details including salary and benefits, e.g. if you instruct us on matter related to your employment or in which your employment status or income is relevant.</p> <p>Your nationality and immigration status and information from related documents, such as your passport or other identification, and immigration information</p> <p>Details of your pension arrangements, e.g. if you instruct us on a pension matter or in relation to financial arrangements following breakdown of a relationship</p> <p>Your employment records including, where relevant, records relating to sickness and attendance, performance, disciplinary, conduct and grievances (including relevant special category</p>

Personal data we will collect	Personal data we may collect depending on why you have instructed us
our secure online client portal	<p>personal data), e.g. if you instruct us on matter related to your employment or in which your employment records are relevant</p> <p>Your racial or ethnic origin, gender and sexual orientation, religious or similar beliefs, e.g. if you instruct us on discrimination claim</p> <p>Your trade union membership, e.g. if you instruct us on discrimination claim or your matter is funded by a trade union</p> <p>Personal identifying information, such as your hair or eye colour or your parents' names, e.g. if you instruct us in a corporate matter</p> <p>Your medical records, e.g. if we are acting for you in a personal injury claim</p>

This personal data is required to enable us to provide our service to you. If you do not provide personal data we ask for, it may delay or prevent us from providing services to you.

How your personal data is collected

We collect most of this information from you, direct or via our secure online client portal. However, we may also collect information:

- from publicly accessible sources, e.g. Companies House or HM Land Registry;
- directly from a third party, e.g.:
- sanctions screening providers;
- credit reference agencies;
- client due diligence providers.

from a third party with your consent, e.g.:

- your bank or building society, another financial institution or advisor;
- consultants and other professionals we may engage in relation to your matter;
- your employer and/or trade union, professional body or pension administrators;
- your doctors, medical and occupational health professionals;
- via our website—we use cookies on our website (for more information on cookies, please see our cookies policy)
- via our information technology (IT) systems, e.g.:
- case management, document management and time recording systems;
- door entry systems and reception logs;
- automated monitoring of our websites and other technical systems, such as our computer networks and connections, CCTV and access control systems, communications systems, email and instant messaging systems.

How and why we use your personal data

Under data protection law, we can only use your personal data if we have a proper reason for doing so, e.g.:

- to comply with our legal and regulatory obligations;
- for the performance of our contract with you or to take steps at your request before entering into a contract;
- for our legitimate interests or those of a third party; or

- where you have given consent.

A legitimate interest is when we have a business or commercial reason to use your information, so long as this is not overridden by your own rights and interests.

The table below explains what we use (process) your personal data for and our reasons for doing so:

What we use your personal data for	Our reasons
To provide legal services to you	For the performance of our contract with you or to take steps at your request before entering into a contract
<p>Conducting checks to identify our clients and verify their identity</p> <p>Screening for financial and other sanctions or embargoes</p> <p>Other processing necessary to comply with professional, legal and regulatory obligations that apply to our business, e.g. under health and safety regulation or rules issued by our professional regulator</p>	To comply with our legal and regulatory obligations
Gathering and providing information required by or relating to audits, enquiries or investigations by regulatory bodies	To comply with our legal and regulatory obligations

What we use your personal data for	Our reasons
Ensuring business policies are adhered to, e.g. policies covering security and internet use	For our legitimate interests or those of a third party, i.e. to make sure we are following our own internal procedures so we can deliver the best service to you
Operational reasons, such as improving efficiency, training and quality control	For our legitimate interests or those of a third party, i.e. to be as efficient as we can so we can delivery the best service for you at the best price
Ensuring the confidentiality of commercially sensitive information	<p>For our legitimate interests or those of a third party, i.e. to protect our intellectual property and other commercially valuable information</p> <p>To comply with our legal and regulatory obligations</p>
Statistical analysis to help us manage our practice, e.g. in relation to our financial performance, client base, work type or other efficiency measures	For our legitimate interests or those of a third party, i.e. to be as efficient as we can so we can delivery the best service for you at the best price
Preventing unauthorised access and modifications to systems	For our legitimate interests or those of a third party, i.e. to prevent and detect criminal activity that could be damaging for us and for you

What we use your personal data for	Our reasons
	To comply with our legal and regulatory obligations
Updating and enhancing client records	For the performance of our contract with you or to take steps at your request before entering into a contract To comply with our legal and regulatory obligations For our legitimate interests or those of a third party, e.g. making sure that we can keep in touch with our clients about existing and new services
Statutory returns	To comply with our legal and regulatory obligations
Ensuring safe working practices, staff administration and assessments	To comply with our legal and regulatory obligations For our legitimate interests or those of a third party, e.g. to make sure we are following our own internal procedures and working efficiently so we can deliver the best service to you
Marketing our services and those of selected third parties to: —existing and former clients;	For our legitimate interests or those of a third party, i.e. to promote our business to existing and former clients

What we use your personal data for	Our reasons
—third parties who have previously expressed an interest in our services; —third parties with whom we have had no previous dealings.	
Credit reference checks via external credit reference agencies	For our legitimate interests or a those of a third party, i.e. for credit control and to ensure our clients are likely to be able to pay for our services
External audits and quality checks, e.g. for Lexcel, ISO or Investors in People accreditation and the audit of our accounts	For our legitimate interests or a those of a third party, i.e. to maintain our accreditations so we can demonstrate we operate at the highest standards To comply with our legal and regulatory obligations

The above table does not apply to special category personal data, which we will only process with your explicit consent.

Promotional communications

We may use your personal data to send you updates (by email, text message, telephone or post) about legal developments that might be of interest to you and/or information about our services, including exclusive offers, promotions or new services or products.

We have a legitimate interest in processing your personal data for promotional purposes (see above '**How and why we use your personal data**'). This means we do not usually need your consent to send you

promotional communications. However, where consent is needed, we will ask for this consent separately and clearly.

We will always treat your personal data with the utmost respect and never sell it with other organisations outside LMD Limited for marketing purposes.

You have the right to opt out of receiving promotional communications at any time by:

- contacting us by emailing
- using the 'unsubscribe' link in emails or 'STOP' number in texts

We may ask you to confirm or update your marketing preferences if you instruct us to provide further services in the future, or if there are changes in the law, regulation, or the structure of our business.

Who we share your personal data with

We routinely share personal data with:

- professional advisers who we instruct on your behalf or refer you to, e.g. barristers, medical professionals, accountants, tax advisors or other experts;
- other third parties where necessary to carry out your instructions, e.g. your mortgage provider or HM Land Registry in the case of a property transaction or Companies House;
- credit reference agencies;
- our insurers and brokers;
- external auditors, e.g. in relation to ISO or Lexcel accreditation and the audit of our accounts;
- our banks;
- external service suppliers, representatives and agents that we use to make our business more efficient, e.g. typing services, marketing agencies, document collation or analysis suppliers.

We only allow our service providers to handle your personal data if we are satisfied they take appropriate measures to protect your personal data. We

also impose contractual obligations on service providers relating to ensure they can only use your personal data to provide services to us and to you.

We may disclose and exchange information with law enforcement agencies and regulatory bodies to comply with our legal and regulatory obligations.

We may also need to share some personal data with other parties, such as potential buyers of some or all of our business or during a re-structuring. Usually, information will be anonymised but this may not always be possible. The recipient of the information will be bound by confidentiality obligations.

Where your personal data is held

Information may be held at our offices and those of our third party agencies, service providers, representatives and agents as described above (see '**Who we share your personal data with**').

Some of these third parties may be based outside the European Economic Area. For more information, including on how we safeguard your personal data when this occurs, see below: '**Transferring your personal data out of the EEA**'.

How long your personal data will be kept

We will keep your personal data after we have finished advising or acting for you. We will do so for one of these reasons:

to respond to any questions, complaints or claims made by you or on your behalf;

to show that we treated you fairly;

to keep records required by law.

We will not retain your data for longer than necessary for the purposes set out in this policy. Different retention periods apply for different types of data.

Transferring your personal data out of the EEA

To deliver services to you, it is sometimes necessary for us to share your personal data outside the European Economic Area (EEA), e.g.:

- with your and our service providers located outside the EEA;
- if you are based outside the EEA;
- where there is an international dimension to the matter in which we are advising you.

These transfers are subject to special rules under European and UK data protection law.

Non-EEA countries do not have the same data protection laws as the United Kingdom and EEA. We will, however, ensure the transfer complies with data protection law and all personal data will be secure. Our standard practice is to use standard data protection contract clauses which have been approved by the European Commission. To obtain a copy of those clauses please contact us for further details.

If you would like further information please contact us (see ‘How to contact us’ below).

Your rights

You have the following rights, which you can exercise free of charge:

Access	The right to be provided with a copy of your personal data
Rectification	The right to require us to correct any mistakes in your personal data
To be forgotten	The right to require us to delete your personal data—in certain situations
Restriction of processing	The right to require us to restrict processing of your personal data—in certain circumstances, e.g. if you contest the accuracy of the data
Data portability	The right to receive the personal data you provided to us, in a structured, commonly used

	and machine-readable format and/or transmit that data to a third party—in certain situations
To object	The right to object: —at any time to your personal data being processed for direct marketing (including profiling); —in certain other situations to our continued processing of your personal data, e.g. processing carried out for the purpose of our legitimate interests.
Not to be subject to automated individual decision-making	The right not to be subject to a decision based solely on automated processing (including profiling) that produces legal effects concerning you or similarly significantly affects you

For further information on each of those rights, including the circumstances in which they apply, please contact us or see the [Guidance from the UK Information Commissioner’s Office \(ICO\) on individuals’ rights under the General Data Protection Regulation](#).

If you would like to exercise any of those rights, please:

- complete a data subject request form—available on request; or
- email, call or write to us—see below: ‘**How to contact us**’; and
- let us have enough information to identify you (e.g. your full name, address and client or matter reference number);
- let us have proof of your identity and address (a copy of your driving licence or passport and a recent utility or credit card bill); and
- let us know what right you want to exercise and the information to which your request relates.

Keeping your personal data secure

We have appropriate security measures to prevent personal data from being accidentally lost, or used or accessed unlawfully. We limit access to your personal data to those who have a genuine business need to access it.

Those processing your information will do so only in an authorised manner and are subject to a duty of confidentiality.

We also have procedures in place to deal with any suspected data security breach. We will notify you and any applicable regulator of a suspected data security breach where we are legally required to do so.

We maintain up to date computer virus protection software as well as a suite of internet security software. Our third party services, such as Clio case management systems use high grade encryption technologies.

If you want detailed information from Get Safe Online on how to protect your information and your computers and devices against fraud, identity theft, viruses and many other online problems, please visit www.getsafeonline.org. Get Safe Online is supported by HM Government and leading businesses.

How to complain

We hope that we can resolve any query or concern you may raise about our use of your information.

The General Data Protection Regulation also gives you right to lodge a complaint with a supervisory authority, in particular in the European Union (or European Economic Area) state where you work, normally live or where any alleged infringement of data protection laws occurred. The supervisory authority in the UK is the Information Commissioner who may be contacted at <https://ico.org.uk/concerns> or telephone: 0303 123 1113.

Changes to this privacy policy

This privacy policy was published on 23.04.2018 and last updated on 23.04.2018.

We may change this privacy policy from time to time, when we do we will inform you via our website or by contacting you directly in writing or by email.

How to contact us

Please contact us by post, email or telephone if you have any questions about this privacy policy or the information we hold about you.

Our contact details are shown below:

Our contact details	33 Queens Crescent, Hebburn, Tyne and Wear, NE31 2TF hello@lmd.law	0800 689 3037
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Do you need extra help?

If you would like this policy in another format (for example audio, large print, braille) please contact us (see 'How to contact us' above).

Cancellation Notice

(Complete, detach and return this form ONLY IF YOU WISH TO CANCEL THE CONTRACT.)

To: (insert your lawyer's name) LMD Law, 33 Queens Crescent, Hebburn, NE31 2TF.

I/We (delete as appropriate) hereby give notice that I/we (delete as appropriate) wish to cancel my/our (delete as appropriate) contract.

Signed:

Name:

Address:

Date: