

DOING BUSINESS WITH BTMK

BTMK
SOLICITORS



Introduction

We, BTMK Solicitors Limited, trade with the following trading styles:

- BTMK Solicitors
- BTMK Marcus Baum
- BTMK Todmans
- BTMK Goodson
- BTMK Alan Simpson

Any reference to "BTMK" in these terms of businesses will be a reference to any of our above trading styles.

We are a Limited Company registered at Companies House under Company Registration Number : 05466421.

We are authorised and regulated by the Solicitors Regulation Authority. You can find a copy of the SRA Standards and Regulations, including the SRA Codes of Conduct at www.sra.org.uk/solicitors/standards-regulations/

Our SRA Registration Number is: SRA ID – 620631

Our VAT Registration Number is: 352170678

You can inspect a list of the names of the Directors and Shareholders at BTMK Solicitors Limited at the Companies House Website at <https://beta.companieshouse.gov.uk/>

We offer a complete range of legal services for individuals and businesses. Our website address is www.btmk.co.uk

Our main telephone number is **01702 339222**

Our 24/7 telephone number is 03300 585 222

Our e-mail address is: info@btmk.co.uk

Compliance & Regulation

Our Managing Director is Nitin Khandhia, nitin.khandhia@btmk.co.uk

Our Complaints Director is Nitin Khandhia, nitin.khandhia@btmk.co.uk

Our Data Protection Officer is Lee Emptage, lee.emptage@btmk.co.uk

Our Deputy Data Protection Officer is Rebecca Button, rebecca.button@btmk.co.uk

Our Money Laundering Reporting Officer is Ian Powell ian.powell@btmk.co.uk

Our Deputy Money Laundering Reporting Officer is Lee Emptage,
lee.emptage@btmk.co.uk

Our Compliance Officer for Finance & Administration is Joanna Smith,
joanna.smith@btmk.co.uk

Our Compliance Officer for Legal Practice is Nitin Khandhia, nitin.khandhia@btmk.co.uk

Our Risk and Compliance Manager is Rebecca Button, rebecca.button@btmk.co.uk

Terms of business

The purpose of this document is to confirm the business arrangements between us and you or your business. Your continuing instructions will amount to your acceptance of these Terms of Business and all of their terms. If we act on your behalf in relation to subsequent matters, we will all be bound by these Terms of Business even if they are not sent to you again. These terms of business cover all services provided to you by BTMK Solicitors or our associated firms, BTMK Goodson, BTMK Marcus Baum, BTMK Todmans and BTMK Alan Simpson (collectively referred to as "BTMK").

Table of contents

1. Business hours
2. Our responsibilities
3. Your responsibilities
4. Our services
5. Service levels and frequency of communication
6. Limit of liability
7. Regulated services
8. Data protection & Using your Data
9. Storage and retrieval of files
10. Quality & Regulatory Audits
11. Terminating your instructions
12. Prevention of money laundering and terrorist financing
13. Confidentiality and conflicts of interest
14. Receiving and paying funds
15. Complaints
16. Basis of our charges
17. Quotations and estimates
18. Payments on account
19. Costs in relation to contentious matters
20. Our bill
21. Payment of interest
22. Property Transactions
23. Investment advice services
24. Insurance mediation activity
25. Equality and diversity
26. Publicity
27. Intellectual property rights
28. Applicable law
29. Future instructions
30. Interpretation
31. E-mail Policy
32. Cancellation

1. Business hours

We are normally open between 9.00 am and 5.15 pm from Monday to Friday although arrangements can be made to see you at other times convenient to you. We are closed on all bank holidays and we usually close our offices over the Christmas period. We will always ensure you are aware of any non-standard office closures. We operate a 24/7 telephone service and if your matter is urgent you will always be connected with someone at BTMK via telephone, our website or by e-mail.

2. Our responsibilities

We will:

- treat you fairly and with respect
- communicate with you in plain language
- review your matter regularly
- advise you of any changes in the law that affect your matter
- advise you of any reasonably foreseeable circumstances and risks that could affect the outcome of your matter

3. Your responsibilities

You will ensure, so far as you practicably can, to:

- provide us with your timely instructions, information and materials necessary or desirable for us to perform our professional services for you;
- notify us promptly of any changes or additions to instructions, information and materials previously provided by you or on your behalf;
- ensure that all information provided to us is complete in all material respects and not misleading;
- safeguard any documents that may be required for your matter, including documents that you may have to disclose to another party in the course of your matter;
- pay our bills and any requests for payments on account of costs promptly and without delay to ensure that we can do our job for you.

4. Our services

We only advise on the law of England & Wales. If you require advice on the laws applicable in other jurisdictions, we will, with your agreement, instruct lawyers practising those laws to give you such advice as may be necessary, on the same basis we engage other third parties on your behalf. We are not authorised to provide financial advice to you and we will not do so.

If you do not provide us with relevant materials or information, we cannot be responsible for not providing you with advice on those materials or information.

If you are taking advice on ancillary matters from other professionals such as accountants or financial advisers, then it is important that you tell us so that we can work together with those professionals to meet your objectives.

5. Service levels and frequency of communication

5.1 We will:

- regularly update you by telephone or in writing with progress on your matter;
- explain to you by telephone or in writing the legal work required as your matter progresses;
- update you on the likely timescales for each stage of the matter and any important changes in those estimates. Whenever there is a material change in circumstances associated with your matter, we will update you on whether the likely outcomes still justify the likely costs and risks;
- update you on the cost of your matter at the intervals set out in our letter confirming your instructions. If appropriate, we will continue to review whether there are alternative methods by which your matter can be funded.

5.2. Using Electronic Communications

- If you provide us with your e-mail address and/or mobile number, you agree that we can contact you by electronic communication. We will also use electronic communication with others about your case and in particular those people listed at clause 8.3.
- However, in giving us your permission in clause 5.2, you must accept the following:

5.2.1 We have no control over the internet or telecommunication systems;

5.2.2 We cannot guarantee to you that whoever receives any electronic communication that we send on your case will receive it within a reasonable period of time or at all;

5.3 We do not accept responsibility if:

5.3.1 you or anyone else changes any electronic communication that we send about your case after the time that we have sent it;

5.3.2 we don't receive any electronic communication that you or anyone else sends to us;

5.3.3 we do not receive within a relevant period any urgent electronic communication that you or anyone else sends to us about your case;

5.3.4 you or anyone else changes any electronic communication that is sent to us about your case before we receive it;

5.3.5 you or anyone else does not receive within a relevant period any urgent communication that we send about your case

5.4 The networks that we use to send electronic communication do not guarantee their security or a delivery time. As a result, we cannot give you any guarantees about these matters.

5.5 We always try to ensure that our e-mails and their attachments do not contain viruses by using virus-monitoring software such as Microsoft 365 or similar. We cannot however guarantee any e-mails or their attachments to be virus-free and highly recommend that you check any e-mail that we send to you for viruses that may become attached after we have sent them and before you open our e-mails.

5.6 If you are concerned about the security and confidentiality of using electronic communication or you feel that your e-mails could be accessed by anyone other than yourself (and for this purpose we will assume that when you provide to us an e-mail address or mobile telephone number, only you will have access to that service), please discuss this with us as we may be able to offer password encrypted e-mails or attachments.

6. Limit of liability

We have professional indemnity insurance giving cover for claims against BTMK. Details of this insurance, including contact details of our insurer and the territorial coverage of the policy, can be inspected at our Head Office or made available on request. Each of our Directors, Shareholders and lawyers are entitled to the benefit of these terms under the Contracts (Rights of Third Parties) Act 1999. However, we may change or end our contact with you without their permission.

Our maximum aggregate liability to you in this matter will be £15 million including interest and costs unless we expressly state a different figure in our letter confirming your instructions.

If you wish to discuss a variation of this limit, please contact the person dealing with your matter. Agreeing a higher limit on our liability may result in us seeking an increase in our charges for handling your matter. Please note that no variation in the limit will be deemed to be varied unless it is in writing and signed by two Directors in BTMK.

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 profit or opportunity.

BTMK Solicitors Limited is a company incorporated in England and Wales. This means that the Directors and Shareholders of the Company and our lawyers are not personally liable for any acts or omissions by them, unless the law requires otherwise. This does not limit or exclude liability of the company for the acts or omissions of its employees. You hereby agree that you will not bring a claim against any employee, lawyer, Director or Shareholder for services they provide on behalf of BTMK unless they are acting outside of BTMK.

We can only limit our liability to the extent the law allows. In particular, we cannot limit liability for death or personal injury caused by negligence.

If you are a Company, we are not responsible for advising your shareholders, directors or employees, unless they have specifically asked us to. If we do so, the advice we provide will be under a separate agreement with them.

Apart from what we say above in this clause, our contract with you cannot be enforced under the Contracts (Rights of Third Parties) Act 1999. This means that nobody other than you, us or our employees has any right to enforce or rely on any term of our contract with you.

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

7. Regulated services

BTMK Solicitors Limited is authorised and regulated by the Solicitors Regulation Authority, The Cube, 199 Wharfside Street, Birmingham, B1 1RN ("the SRA"). Our SRA ID is 620631. Our obligations to our Regulator will usually always trump our obligations to you as our client in terms of complying with any investigation or audit. We have to keep to the rules of the Solicitors Regulation Authority when acting for you.

8. Data protection and using your data

This section should be read in conjunction with our Privacy Policy which forms part of these Terms of Business.

- 8.1 Under data protection law we have given the Information Commissioner formal notice that we hold personal information;
- 8.2 We have to tell you about your rights under data protection law. Please see the Privacy Policy at the end of these Terms of Business.
- 8.3 As part of providing our services to you, we may need to reveal personal information about you to other people. It is not possible to list everyone that this may include because that will depend on the nature of your case or matter. Examples are as follows:
 - 8.3.1 The Court or Tribunal(s);
 - 8.3.2 Your opponent or their lawyers;
 - 8.3.3 Experts of any nature
 - 8.3.4 Barristers that we instruct on your behalf;
 - 8.3.5 Enquiry, Tracing or other Legal Agents;
 - 8.3.6 Foreign lawyers in Europe or in other jurisdictions
 - 8.3.7 Other services that we use at BTMK such as outsourcing of typing services, website or social media providers, third party telephony suppliers

Your continuing instructions to us in relation to your matter will automatically be considered your deemed consent to our sharing your personal information for the matter in relation to which we are being instructed.

- 8.4 In some cases we have a legal duty to release information about you. If we do have to release information about you or your business, and as part of the services that we are providing to you, we will only release what is reasonable and appropriate. Please ask us if you are concerned about this. Please also see the section about the Prevention of Money Laundering and Terrorist Financing.

8.5 If we set up a Company for you, we may have to release personal information about you to the companies that set it up and who provide director and secretarial services.

8.6 We might also need to share personal information about you with companies or businesses that we control or are connected with. We will share your information within BTMK whether you instruct BTMK, BTMK Goodson, BTMK Marcus Baum, BTMK Todmans or BTMK Alan Simpson.

8.7 We use cloud storage for client files. Our cloud software is provided by LEAP and Microsoft. LEAP's cloud infrastructure is provided and maintained by Amazon Web Service, who comply with internationally recognised standards, the EU Data Protection Directive, the General Data Protection Regulation and the Data Protection Act 2018.

8.8 Almost all of our IT is managed by another organisation, which may process your information for us. As a result, we may need to share with them personal information about you so that they can maintain our IT systems, such as an electronic filing system. All of these services are provided under a written contract with them to protect your details to keep them confidential.

8.9 We will also keep you up to date with information about us, our services, events, legal developments and issues that might interest you. It is often the case that you may have instructed us in relation to one area of the law but which also requires you to be kept up to date in relation to another area of the law. If we believe that your interests will be best served by providing this information to you, then we will provide that information to you.

8.10 You are required to notify us that you agree to these Terms of Business. As part of that agreement we would also invite you to agree that we may communicate with you about the topics set out in 8.8 above so that we may provide the best possible service to you. Your continuing instructions will confirm your acceptance of these terms of business in the event that you do not provide your express consent as requested.

8.11 If we are served with, for example, a Production Order by the Court in relation to your files or papers in relation to your current or previous matters or in relation to assets or property that the authorities believe may be owned by you, then we have to comply with these Orders and we have no liability to you if action is taken against you as a result of such compliance or if your matter is delayed as a result of such compliance or even to tell you about such an order unless the order itself provides that we may do so.

8.12 We use the information you provide primarily for the provision of legal services to you and for related purposes including:

- updating and enhancing client records
- analysis to help us manage our practice
- statutory returns
- legal and regulatory compliance

Our use of that information is subject to your instructions, the Data Protection Act 2018 (DPA 2018), and the UK General Data Protection Regulation (UK GDPR) and our duty of confidentiality. Under data protection legislation you have a right of access to the personal data that we hold about you.

8.13 Outsourcing of work

From time to time, we outsource different tasks and elements of our legal work to third parties. This is to ensure that these tasks are handled promptly and efficiently. We will always seek a confidentiality agreement with these outsourced providers. If you do not want your file to be outsourced, please let us know as soon as possible. .

9. Storage and retrieval of files

9.1 After finishing your case, we will store files and any other papers about it for:

- 9.1.1 the amount of time we are required to store them by law, which will not be less than 6 years; or
- 9.1.2 in line with our Information Retention and Data Protection policies and with UK GDPR

whichever is the longest. We cannot be held liable for any losses or otherwise for the destruction of papers at any time after the period provided for by the law.

9.2 After completing the work, we will be entitled to keep all of your original papers and documents while there is still money owed to us for fees and expenses. For information on solicitor's lien see paragraph 11.3. Copy documents and scanned documents will be retained nevertheless subject to 9.1 above.

9.3 We will not destroy documents you ask us to deposit in safe custody.

9.4 Should you wish the file to be retrieved from storage there could be a charge for this. However if we take papers or documents out of storage in relation to continuing or new instructions to act for you, we will not normally charge for the retrieval. However we may charge you for:

- time spent producing stored papers that are requested
- reading, correspondence or other work necessary to comply with your instructions in relation to the retrieved papers

9.5 We may store files and other papers in electronic form and at our election. If we do, we may destroy the hard-copy documents. In this case, we will keep the electronic copies according to 9.1 above.

10. Quality & Regulatory Audits

10.1 In order to maintain a high quality service, external firms or organisations may conduct audit or quality checks on our practice. This may mean that your file is selected for checking, in which case we would need your consent for inspection to occur. By agreeing to these terms and conditions, you hereby agree that (i) your file or matter may be selected for audit (ii) subject to confidentiality provisions, we may disclose your file for this purpose

10.2 Our professional regulator, the Solicitors Regulation Authority ("SRA"), may also request information from us in relation to your matter. This may take the form of requesting us to compile a report or them inspecting your file. Our obligations to the SRA will ordinarily trump any obligations to you and we may be requested to provide information in a redacted or unredacted form. You hereby agree to this taking place if necessary.

10.3 All inspections are conducted in confidence. If you prefer to withhold consent, work on your file will not be affected in any way. Since very few of our Clients do object to this we will assume that we have your consent unless you notify us to the contrary. We will also assume, unless you indicate otherwise, that consent on this occasion will extend to all future matters which we conduct on your behalf.

10.4 Your files may also be reviewed in a due diligence exercise relating to the sale or transfer of all or part of our business, the acquisition of another business by us or the acquisition of new business. If you do not wish your file to be used in this way or for this purpose, please let us know as soon as possible. Otherwise we will assume that subject to strict confidentiality and non-disclosure agreements, you consent to this when relevant.

11. Terminating your instructions

11.1 You may end your instructions at any time, by giving us notice in writing but we can keep all your papers and documents (except for private medical records in health matters) while our charges or disbursements are outstanding.

11.2 We can only decide to stop acting for you with good reason and we must give you reasonable notice and must do so in writing. Some examples of why we may stop acting for you on a matter are as follows:

- 11.2.1 if you fail to pay our bills in full on the date you should have paid them or fail to pay us in advance when we ask you;
- 11.2.2 if the rules and regulations governing how we operate mean we have to stop acting for you;
- 11.2.3 if you repeatedly fail to give us proper instructions
- 11.2.4 if you or a business that is owned, operated or controlled (wholly or in part) by you owe to us money in relation to another matter that we are or were instructed in relation to;
- 11.2.5 where there are circumstances which break the required trust and confidence between a solicitor and client.

11.3 Unless we are not allowed to do so under the SRA Accounts Rules, we may take the amount of any overdue invoice from any money we hold on your behalf. We may exercise a lien (a charge) over any property or papers in our possession until all fees, disbursements and other expenses are paid for all matters we have carried out on your behalf. This will apply to any property or papers we hold on behalf of anyone jointly instructing us with you.

11.4 If we have to take steps to remove ourselves from the Court record as acting for you or your business on this or another matter, you must pay for that if it is because you have stopped instructing us or because you owe money to us. If we stop acting for you with good reason, we will bear the costs of such an application, unless you unreasonably refuse to sign a Notice of Change of Solicitor.

12. Prevention of money laundering and terrorist financing

- 12.1 In addition to what we say above in Clause 8 of these Terms of Business, we will also use any personal information about you for the purposes of preventing money laundering and terrorism.
- 12.2 The Money Laundering, Terrorist Financing and Transfer of Funds (Information on the Payer) Regulations 2017 as amended say we must, in most cases, gather evidence of the identity of our clients and of any “beneficial owners” i.e. those who own or control a client or client company.
- 12.3 As a result we will carry out an independent computer identity check on you with another service provider and we may ask you to show us some form of personal or business documents as required by the regulations in order for us to be able to identify you or your business. Our service provider who carries out the check is authorised by you in these Terms of Business to receive your personal data and for us to send it to them.
- 12.4 Our service provider that carries out the identification check pursuant to 12.3 above will record the fact that we have carried out a search and may also use the details from the search in the future to help other search providers to confirm the identity of other identities. The provider may also reveal your information to a credit referencing agency to confirm your identity.
- 12.5 If you are a new client or an existing client who has not supplied information below within the last year, you are requested to supply both of the following; one item from List A and one item from List B (please note we require certified copies if you are sending these by post or if you are bringing in the original documents to our offices - we will make certified copies here).

LIST A - Proof of Identity

1. Current fully signed Passport
2. Current full UK Photocard Driving Licence

LIST B - Address Verification

1. A bill for the supply of electricity, gas, water or telephone services (provided it is fewer than three (3) months old). Mobile phone bills are not acceptable.
2. House or motor insurance certificate.
3. Council Tax bill (provided it is fewer than three (3) months old).
4. Recent Tax Coding Notice.
5. Recent Mortgage Statement.
6. Credit Card/Bank Statement (provided it is fewer than three (3) months old) showing current address.

- 12.6 Solicitors must keep the affairs of their clients confidential. Changes in recent legislation on money laundering and terrorist financing place a legal duty on solicitors in some circumstances to provide information to the National Crime Agency (“NCA”). If a solicitor knows or suspects that money laundering is involved when, for example a client buys or sells a property, we may have to tell the NCA. If this happens it may not be possible to tell you that your information has been passed to the NCA as we may would not be permitted to “tip off” a client. The NCA will then decide if we can continue to act for you. Even if we can continue to act for you, the NCA may pass the information to another government or non-government third party and the matter could be investigated.
- 12.7 If we provide information to the NCA to comply with our own obligations and if there is no evidence for our suspicions, all of our letters, telephone calls, e-mails and communications will remain private. If however the NCA finds that there is evidence for our suspicions, then the expectation of privacy in relation to your communications with us will be lost and we will then be able to discuss your matter in greater detail as required by the authorities.
- 12.8 There is no liability on BTMK for any loss or damage where we are complying with our obligations.
- 12.9 For all retainers where identification checks are required, the information will need to be updated where there is:
 - any indication that the identity of the client has changed;
 - a gap in the retainer of one year or more.
- 12.10 The cost of obtaining identification checks will be charged to you as a recharge, and will be billed at the cost charged to us.

13. Confidentiality and conflicts of interest

We will keep information about your business and affairs confidential and will not disclose it to any other person except (a) with your consent, (b) to your other professional advisors, (c) where disclosure is required or permitted by law, (d) to any body which regulates us (such as The Solicitors Regulation Authority) (e) to the extent that such information enters, or has entered, the public domain or (f) (in confidence only) to our professional indemnity insurers, brokers, auditors or professional advisers. This section is expressly subject to clauses 8 & 12 above.

We shall be under no duty to disclose to you (or take into account during the course of providing our services to you) any information acquired by us in acting for any other client or any information in respect of which we owe a duty of confidentiality to a third party, howsoever that duty arose (whether contractual or because the third party is a client);

Our advice and other communications with you are confidential and may not, without our consent, be disclosed by you to any third party (other than to your employees and agents who require access and who do not disclose it further) or otherwise made public except as required by law or other regulatory authority to which you are subject. No third party may in any event rely on our advice.

If a result of our acting on your behalf, you acquire any information in respect of which we notify you that we owe a duty of confidentiality to a third party, you will keep it confidential and not use it without our consent.

We will not act in relation to a matter where there is a conflict of interest in relation to that matter, or a related matter, or there is a significant risk that there is a conflict of this kind unless we are permitted to do so by the professional rules from time to time of The Solicitors Regulation Authority and, where required by those rules, with your consent.

14. Receiving and paying funds

Our policy is to only accept cash up to £500. If you try to avoid this policy by depositing cash directly with our bank, we may have to charge you for any additional checks we decide are necessary to prove the source of the funds. Where we have to pay money to you, it will be paid by bank transfer wherever possible. It will not be paid in cash or to a third party.

The Solicitors Accounts Rules prevent us from being able to make payments on your behalf to third parties that you are able to make yourself. Please ensure you allow sufficient time for transfer of funds.

Any money received on your behalf will either be held in our general client account with Barclays Bank Plc or at other banks authorised by the Financial Conduct Authority with a view to spreading risk. We are not liable for any losses you suffer as a result of any such banking institution being unable to repay depositors in full. You may, however, be protected by the Financial Services Compensation Scheme (FSCS).

The FSCS is the UK's statutory fund of last resort for customers of banking institutions. The FSCS can pay compensation up to £85,000 if a banking institution is unable, or likely to be unable, to pay claims against it.

The limit is £85,000 per banking institution. If you hold other personal money in the same banking institution as our client account[s], the limit remains £85,000 in total.

Some banking institutions have several brands. The compensation limit is £85,000 per institution, not per brand. You should check with your banking institution, the FCA or a financial advisor for more information.

The FSCS also provides up to £1m of short-term protection for certain high balances, eg relating to property transactions, inheritance, divorce or dissolution of a civil partnership, unfair dismissal, redundancy and personal injury compensation (there is no financial limit on protection for personal injury compensation). This is called the temporary high balance scheme and, if it applies, protection lasts for a maximum of six months.

The FSCS (including the temporary high balance scheme) will apply to qualifying balances held in our client account. In the unlikely event of a deposit-taking institution failure, we will presume (unless we hear from you in writing to the contrary) we have your consent to disclose necessary client details to the FSCS.

15. Complaints

We are committed to providing high quality legal advice and client care. If you are unhappy about any aspect of the service you receive or about the bill, please contact the person with overall responsibility for supervision of your matter. If that person is unable to resolve matters then please contact our complaints director, Nitin Khandhia on 01702 238542 (email: nitin.khandhia@btmk.co.uk) or by post to Nitin Khandhia, BTMK Solicitors Limited, Chillingstone House, 26 Eastwood Road, Rayleigh, Essex SS6 7JQ. We have a written procedure that sets out how we handle complaints. A copy can be made available to you on request.

We have eight weeks to consider your complaint. If we have not resolved it within this time you may complain to the Legal Ombudsman. If you are not satisfied with our handling of your complaint you can ask the Legal Ombudsman to consider the complaint. The Legal Ombudsman's contact details are:

Legal Ombudsman PO Box 6167, Slough, SL1 0EH

0300 555 0333—from 9.00am to 5.00pm

enquiries@legalombudsman.org.uk

www.legalombudsman.org.uk

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 or within one year of the act or omission about which you are complaining occurring (or if outside of this period, within one year of when you should reasonably have been aware of it).

The Legal Ombudsman deals with complaints by consumers and very small businesses. This means some clients may not have the right to complain to the Legal Ombudsman, eg charities or clubs with an annual income of more than £1 million, trustees of trusts with asset value of more than £1 million and most businesses (unless they are defined as micro-enterprises). This does not prevent you from making a complaint directly to us about the service you have received or about the bill.

The Solicitors Regulation Authority can help you if you are concerned about our behaviour. This could be for things like dishonesty, taking or losing your money or treating you unfairly because of your age, a disability or other characteristic. You can raise your concerns through their website: <https://www.sra.org.uk/consumers/problems/report-solicitor/>

16. Basis of our charges

- 16.1 We will discuss with you, at the outset of a matter, usually at various intervals as it progresses and at completion, what we consider to be an appropriate charge for our services. Unless otherwise agreed in our Engagement Letter, our fees will be calculated mainly by reference to the time spent by us in providing the services at the standard hourly rates applicable to the relevant staff.
- 16.2 We may, in accordance with professional guidelines, also charge a premium, where reasonable to do so, to take account of the nature, complexity, value and urgency of the services we provide to you and other criteria specified in those guidelines.
- 16.3 The standard hourly rates of our directors, solicitors, trainee solicitors, paralegals and other staff are reviewed from time to time and we will notify you of any charges upon request and as rates change.
- 16.4 We record the time either electronically or on our files for the time that we spend working on your matter in units of six minutes so that there are ten units in every hour.
- 16.5 We give each of our lawyers an hourly charging rate. Some of our lawyers have more experience and so we set their hourly rates higher. Sometimes we may also "blend" an hourly rate so that we use a single hourly rate for both senior and junior lawyers
- 16.6 You will pay the expenses we incur in the course of providing our services to you (including travel and subsistence expenses, search and filing fees, court fees and barristers', foreign lawyers' and other third parties' fees and expenses).
- 16.7 For the avoidance of doubt, any information on costs we give you is exclusive of value added tax at the prevailing rate and any expenses which we incur on your behalf.
- 16.8 Grades of fee earner:

The grades of fee earner have been agreed between representatives of the Supreme Court Costs Office, the Association of District Judges and Law Society. The categories are as follows:

 - 16.8.1 Solicitors with over eight years post qualification experience.
 - 16.8.2 Solicitors and legal executives with over four years post qualification experience.
 - 16.8.3 Other solicitors and legal executives and fee earners of equivalent experience.
 - 16.8.4 Trainee solicitors, paralegals and other fee earners.
- 16.9 Payment may be made by VISA or MASTERCARD and no fee is chargeable by us when making payment by credit or debit card.

- 16.10 We may incur certain expenses on your behalf (such as search fees, stamp duty, court fees, copying charges and couriers' charges). We will not incur any material expenses (such as counsel's fees or foreign lawyer's fees) without your approval and it is our policy when incurring such charges including our own charges to obtain money from you before that time is incurred.
- 16.11 In certain circumstances we may receive a commission for work relating to the introduction of third parties. BTMK will not benefit from these commissions directly but will donate them to charity or use them to pay for services provided by third parties with charitable connections or donate them to other non-charitable but worthy causes.
- 16.12 We may also charge you for photocopying, telephone calls, video conferencing or other services provided by BTMK Solicitors Limited at our standard rates from time to time.
- 16.13 We may agree with you not to use hourly rates and the time that we spend as the basis of our charges. We are also able to agree charges up to a certain level, fixed charges that depend on certain circumstances and in some cases we may also agree a "retainer" which is to do certain amounts of work for a fixed charge each year.

17. Quotations and estimates

The provision of figures (orally or in writing) from time to time for the likely cost of a piece of work is an estimate only and does not constitute a contract to carry out the work at that cost. Such an estimate may also only relate to the first stage of work that we carry out for you and our actual charges may be more or less than our estimate.

The provision of a written quotation for work constitutes an offer to carry out the work at that cost and does not become a contract until you accept the quotation.

Where we are required to carry out work which falls outside of an accepted quotation, we may charge fees at our standard hourly rates in addition to the quoted or estimated fee. We may also charge additional fees on the same basis for work within the scope of such a quotation or estimate which is made more time consuming, complicated or urgent as a result of

- (a) circumstances or information which we did not know or could not reasonably have anticipated at the time of the quotation or estimate being given, whether or not you were aware of such information;
- (b) your, or your agents' act or omission.

18. Payments on account

It is the firm's policy always to obtain from you a payment on account of our fees and any expenses which we may incur on your behalf unless specifically agreed with you at the outset of your matter. However, the total fees and expenses actually incurred in relation to a matter may be more than your payment on account. We pay interest in accordance with the terms of our interest policy.

If you do not pay when requested to do so a sum on account of your legal costs when required to do so, this will usually be grounds for us to terminate our contract with you to provide legal services.

We are entitled to ask you to make a payment on account of costs even if the likely fees we are to charge is fixed or by reference to an event that may take place in the future.

19. Costs in relation to contentious matters

The general rule, in relation to litigation conducted in England & Wales, is that after trial the losing party is (subject to the discretion of the court) ordered to pay the fees and expenses of the successful party except in the case of Personal Injury and Clinical Negligence matters and in some specialist tribunals. These costs are as assessed by the court and are unlikely to cover all of the fees and expenses actually incurred by the successful party. This is all subject to highly technical rules regarding offers that may be made or received during the course of any proceedings.

This means that, if we are acting for you in relation to a contentious matter and you are successful, the unsuccessful party may be ordered to pay a sum towards your fees and expenses but this is unlikely to cover your total costs and you will always remain liable for these.

In addition, the court has power to order that the costs of any interim applications be paid immediately by the unsuccessful applicant to the successful applicant. Therefore, even if you are ultimately successful at trial, you may be liable for the costs of interim applications during the course of litigation.

If the other side is or becomes legally aided, it is highly unlikely that you will recover your costs even if you are successful.

Legal expenses insurance may be included in your contracts of insurance and you should check your policies to see if you are covered. The responsibility is on you to check if your legal costs or those of your opponent may be covered and by instructing us and paying us for your legal services that we provide to you, we will assume that you have checked your policy or policies accordingly.

Your policy may cover your costs and/or your liability to pay the other side's costs. If you believe you are covered, please discuss this with us so that we can assist you in notifying your insurer. If you do not have legal expenses insurance, you may be able to purchase insurance to cover you in the event that you have to pay other side's costs.

A conditional fee agreement is an agreement whereby we would be entitled to charge you an increased fee if you were successful, and would charge you no fee or a reduced fee if you were not successful. You might be able to take out an insurance policy to cover you in the event that you were ordered to pay the other side's costs. Not all matters are suitable for funding of this type but we are happy to discuss this further with you at your request.

In relation to any legal costs insurance cover that you may have, you are entitled to instruct a solicitor of your own choice but this usually only applies after court proceedings have commenced. If you have chosen to instruct BTMK then we may only be able to charge your insurer an agreed rate that they have in place with other panel solicitors. If this is the case then you may be liable for the shortfall in our hourly rate and we will discuss this with you beforehand. It is your responsibility to find out the rate that your insurer will pay to us.

In certain types of cases, we can secure insurance to cover your adverse (opponent's) costs and disbursements in the event that you are unsuccessful and you are ordered to pay costs. It is your responsibility to ask as if you wish to enquire about this type of insurance however these terms of business confirm only that this type of insurance may be available, but not that it is suitable or appropriate for your particular case. Please enquire with your lawyer if you require further information.

20. Our bills

- 20.1 You are liable to pay legal costs as set out in our letter confirming your instructions. We will also usually discuss this at our initial meeting with you.
- 20.2 If you and another person or company give us instructions on your case, you are responsible for paying our bills individually as well as a group. This means that we can demand payment from one of you or all of you, whichever we choose.
- 20.3 Our bills will be addressed to you and you will be liable to us for our fees and expenses. This will be the case even if our bill acknowledges that another person may pay it on your behalf. We are not permitted to prepare a Bill to any person who is not our client including any business or company that may ultimately be owned by you.
- 20.4 In some circumstances you may have a right of recovery or indemnity against a third party in respect of all or part of our invoices, but we are not permitted to issue a VAT invoice to any person other than you in any circumstances, and you remain liable to us to pay our invoices notwithstanding such a right.
- 20.5 Bills should be paid within 14 days and in sterling (unless otherwise agreed). We may charge interest on overdue bills at 4% above the base rate of the Bank of England.
- 20.6 We may cease acting for you if an interim bill remains unpaid after 14 days or if our reasonable request for a payment on account of costs is not met.
- 20.7 Where we require payment from you or others for the completion of your matter we may postpone completion until we are in receipt of cleared funds. For the avoidance of doubt, our costs and disbursements for property transactions must be paid in full prior to completion, even if that is less than 14 days from the delivery of the invoice. We accept no liability for any loss arising from delay in the clearance of funds which is not attributable to us. We reserve the right to charge interest at 4% above the Bank of England base rate.
- 20.8 You have the right to challenge or complain about our bill. Please see the Complaints section above for details of how to complain about our bill.
- 20.9 You may have the right to challenge our bill by applying to the court to assess the bill under Part III of the Solicitors Act 1974. The usual time limit for making such an application is one month from the date of delivery of the bill. If the application is made after one month but before twelve months from delivery of the bill, the court's permission is required for the bill to be assessed.
- 20.10 Unless there are special circumstances, the court will not usually order a bill to be assessed after:
 - twelve months from delivery of the bill;
 - a judgment has been obtained for the recovery of the costs covered by the bill
 - the bill has been paid, even if this is within 12 months
- 20.11 We can keep all your papers and documents while there is still money owed to us for fees and expenses.
- 20.12 Our bills will always be prepared in £GBP (sterling). If we agree that you can pay our bills in another currency then you must ensure that the money you send to us is enough to pay the amount in full after any exchange rate conversion. You will be responsible for any change in the exchange rate and for any bank charges we have to pay for such a currency conversion.
- 20.13 In relation to a joint and several retainer, if you instruct BTMK with one or more other parties, individuals or corporate entities, you are jointly and severally liable for our fees and charges until such time as the retainer is terminated or unless there is a variation to this provision in writing and signed on behalf of BTMK.

21. Payment of interest

Our policy for paying interest where we hold money in client account is contained in our Interest Policy a copy of which is attached. The policy refers to our Compliance Officer for Finance and Administration (COFA) who is Joanna Smith who can be contacted on 01702-238575 (email: joanna.smith@btmk.co.uk) or by post to **Joanna Smith, BTMK Solicitors Limited, Chillingstone House, 26 Eastwood Road, Rayleigh, Essex SS6 7JQ.**

22. Property Transactions

22.1 BTMK Solicitors is an accredited member of the Law Society Conveyancing Quality Scheme (CQS). The CQS provides a recognised quality standard for residential conveyancing practices which we must comply with ensuring that we

- meet our duties to you and your lender where we act for them
- take action to prevent fraud in the conveyancing process
- deal with other parties in a fair and honest manner, which includes not withholding relevant information; and
- respond to other parties in accordance with agreed timeframes.

22.2 Where we also act for your lender in the transaction we have a duty to make full disclosure to the lender of all relevant facts relating to you, your purchase and the mortgage. This will include disclosure of any discrepancies between the mortgage application and information provided to us during the transaction and any cashback payments or discount schemes which a seller is providing you. If a conflict arises we must cease to act for your lender in this matter and in some circumstances we must cease to act for you as well.

22.3 Unless expressly instructed otherwise, we will not deal with any issues post-completion, other than dealing with registration of the property.

22.4 Unless expressly agreed between us otherwise, as part of our standard fee, we will not deal with any issues relating to the apportionment of liability for service charges, either pre-or-post completion and any work which we are required to carry out in relation to these issues will be charged for separately and where necessary, by referral to our litigation and dispute resolution team.

22.5 Where we pay money to you, it will be paid by bank transfer wherever possible. It will not be paid in cash or to a third party.

22.6 **Register of Overseas Entities** - We will not act as a relevant person for the purposes of the Economic Crime (Transparency and Enforcement) Act 2022 and the Verification Regulations 2022. In the case of any relevant property transaction, you must, if you are an overseas entity, ensure you have fulfilled the requirements set out in the legislation. Where we act in any relevant transaction, we will require evidence of registration on the Register of Overseas Entities maintained by Companies House. In the absence of sufficient evidence of registration, we may decline to act or, where we are already acting, cease to act.

23. Investment advice services

We are not authorised by the Financial Conduct Authority. If, while we are acting for you, you need advice on investments, we may refer you to someone who is authorised to provide the necessary advice and we do so without incurring any liability whatsoever for the advice given to you.

However, we may provide certain limited investment advice services where these are closely linked to the legal work we are doing for you. This is because we are members of the Law Society of England and Wales, which is a designated professional body for the purposes of the Financial Services and Markets Act 2000.

The Solicitors Regulation Authority is the independent regulatory arm of the Law Society. The Legal Ombudsman deals with complaints against lawyers. If you are unhappy with any investment advice you receive from us, you should raise your concerns with either of those bodies.

BTMK are registered with the SRA for provision of tax adviser services, where we provide tax advice, assistance or material aid to assist clients in complying with their tax responsibilities.

24. Insurance mediation activity

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 may carry on insurance distribution activity, which is broadly the advising on, selling and administration of insurance contracts. This part of our business, including arrangements for complaints or redress if something goes wrong, is authorised and regulated by the Solicitors Regulation Authority. The register can be accessed via the Financial Conduct Authority website at www.fca.org.uk/firms/financial-services-register.

The Law Society of England and Wales is a designated professional body for the purposes of the Financial Services and Markets Act 2000. The Solicitors Regulation Authority is the independent regulatory arm of the Law Society. The Legal Ombudsman deals with complaints against lawyers. If you are unhappy with any insurance advice you receive from us, you should raise your concerns with either of those bodies.

25. BTMK Financial Services

Where appropriate and necessary, and in full compliance with our regulatory obligations, we may refer you to BTMK Financial Services. BTMK Financial Services is a trading style of Landmark IFA Ltd which is authorised and regulated by the Financial Conduct Authority (firm reference no. 225538).

You must be aware that BTMK Solicitors Ltd is only authorised to provide legal advice. It is not authorised to provide any financial or other advice and will not do so.

If you authorise a referral to BTMK Financial Services, you agree to us sharing your data and information with BTMK Financial Services Ltd.

26. Equality and diversity

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

27. Publicity

Unless you have directed us otherwise, we may disclose to others that you are a client. In addition, once a matter has been announced or comes into the public domain, we may disclose that we acted for you in relation to that matter and indicate the general nature or category of the work we have done. Disclosures of this kind will be made principally for the purposes of directory entries or newsworthy articles. We will always discuss this with you first.

28. Intellectual property rights

Copyright: We retain copyright and all other intellectual property rights in all documents and other works we develop or generate for you in providing the services (including know-how, working materials, as well as drafts and final copies). We are granting to you non-exclusive, non-transferable licence to use such materials or other works solely for the matter to which the services of developing or generating them relate and not otherwise. If you do not pay us in full for our services in relation to the matter in accordance with paragraph 9.2, we may, on giving you notice revoke that licence and only re-grant it to you once full payment is made.

Opinions from Barristers and Third Parties: We may retain, for our subsequent use, a copy of the advice or opinion of any barrister or third party given in writing obtained in the course of providing services to you. If we retain a copy of any advice or opinion in this manner, we will take all reasonable steps to redact from such advice details (such as names, addresses or descriptions) which might reasonably enable you to be identified.

29. Applicable law

Any dispute or legal issue arising from our Terms of Business will be determined by the law of England and Wales, and considered exclusively by the English and Welsh courts.

30. Future instructions

Unless otherwise agreed, these Terms of Business will apply to all future instructions you or a business owned or controlled by you give to us on this or any other matter. We do not need to provide you with Terms of Business on every new matter.

31. Interpretation

These terms and conditions (as amended from time to time) apply to the particular matter in relation to which we are acting for you and to all further matters in relation to which we accept instructions to act for you. Each matter is referred to in these terms and conditions as a "retainer" or a "matter".

A solicitor and client relationship will exist between us only if, at the relevant point in time, we have been instructed by you to act in relation to a matter, we have accepted those instructions and we are working on that matter.

References to "you" in these terms and conditions are to the person instructing BTMK Solicitors Limited to act in relation to a particular matter. That person is the entity for whom our services are provided and, unless otherwise agreed in writing by one of our directors, no other person has any rights to enforce the terms of the relevant retainer or to rely on advice given by us during the course of that retainer.

References to "we" in these terms and conditions are to the directors from time to time in the company known as BTMK Solicitors Limited whose principal place of business is at Chillingstone House, 26 Eastwood Road, Rayleigh, Essex SS6 7JQ.

32. Email policy

- 31.1 Email communications have many benefits. It is very fast compared to post and can be sent and received 24/7, 365 days a year. Consequently, during the course of your matter it is likely that we will receive a substantial amount of e-mail traffic.
- 31.2 We respond to e-mails in the same way that we respond to postal or document-exchange or fax correspondence. This means that incoming communications are processed according to a number of factors, including but not limited to:
 - 30.2.1 Date of receipt
 - 30.2.2 The particular stage of the client matter to which the e-mail or communication relates
 - 30.2.3 The level of urgency and importance of the e-mail or letter as perceived by us;
 - 30.2.4 The level of fee earner or lawyer required and the time it will take to respond effectively and comprehensively to that e-mail or communication;
- 31.3 Incoming and outgoing emails are routinely monitored. Whilst we utilise virus protection software we cannot guarantee that emails sent by us will be virus free. It is your responsibility to carry out virus checks before opening any email sent by us to you.
- 31.4 Emails pass through unregulated service providers and may be subject to interception by governments or others. We do not encrypt emails and they may therefore be vulnerable to these risks. Your acceptance of these terms of business specifically operates as your consent to include confidential information to you and third parties in non-encrypted email. If you do not wish us to communicate with you or third parties in connection with your matter by email you must confirm this instruction to us in writing.
- 31.5 In practice this means that some e-mails will receive our response sooner than others. It also means that on some occasions an e-mail will not require a response or receive a response from us in order to progress your matter. We may also choose not to forward to you every e-mail communication that we receive about your matter.
- 31.6 We also have a “reasonable” use policy in relation to incoming e-mails or communications. If we consider that the amount of e-mails or letters that we receive in relation to your matter, and particularly in relation to fixed fee matters is becoming unreasonably excessive or is outside of the usual scope of your transaction, we reserve the right to revise our fee estimate. If we do this we will tell you.
- 31.7 We will allocate and store to your matter on our system each e-mail or communication that we receive about your matter.
- 31.8 Email related fraud is on the increase. We will only send you business-related emails from the @btmk.co.uk domain address. Our website will only be www.btmksolicitors.co.uk accessed directly or via btmk.co.uk which automatically diverts to the full website address. Please be aware of emails purporting to be from BTMK where there is a change in tone, or spelling or grammatical errors. We will never notify you of a change of bank details by email and, where our bank details are provided, these will be as a branded PDF attachment.

33. Cancellation

- 32.1 Should you decide to cancel your instructions with us and your matter is funded by legal aid then we have a duty to make you aware that there would be potential difficulties in re-applying for legal aid for the same issue if the contract is terminated.
- 32.2 Notice of the right to Cancel - If you have not attended our offices in person and have instead been visited in your home or place of work by a solicitor or agent on our behalf, and have entered into an agreement for our services, then you may cancel that agreement within 14 days from the date of first instructing us, without any charge being made by us. You must give us notice in writing, either by post or electronically, or alternatively by sending us the cancellation notice slip which is enclosed with the Engagement Letter (where applicable). The notice of cancellation will be deemed as having been served on us as soon as it has been posted, or sent electronically. Please note that if you agree in writing that we should undertake work on your behalf before the end of the cancellation period, then even if you cancel your agreement with us you may still be required to pay for services supplied before the cancellation date.
- 32.3 If you have instructed us using a form of ‘distance communication’ such as telephone or email then you may withdraw your instructions within 14 days from first instructing us without any charge being made by us. You must give us notice in writing, either by post or electronically. The notice of cancellation will be deemed as having been served on us as soon as it has been posted, or sent electronically. Please note that your right to cancel does not apply if we undertake work on your behalf, with your prior consent, within the 14 day period.
- 32.4 The cancellation conditions above apply if you are a consumer (an individual acting for purposes wholly or mainly outside of your trade, business, craft or profession) and where the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 (“the Regulations”) apply.

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 Data Protection Act 2018 (DPA 2018), and the UK General Data Protection Regulation (UK GDPR) 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

BTMK Solicitors Limited ("BTMK") whose principal office is at Chillingstone House, 26 Eastwood Road, Rayleigh, Essex SS6 7JQ – including the following which are trading names of BTMK:

- BTMK Solicitors
- BTMK Goodson
- BTMK Marcus Baum
- BTMK Todmans
- BTMK Alan Simpson

Our data protection officer

Mr Lee Emptage
BTMK Solicitors Limited, Hockley Road, Rayleigh, Essex SS6 8EH
Email: lee.emptage@btmk.co.uk Tel: 01702 339222

Our deputy data protection officer

Rebecca Button
BTMK Solicitors Limited, Chillingstone House, 26 Eastwood Rd, Rayleigh SS6 7JQ
Email: rebecca.button@btmk.co.uk Tel: 01702 339222

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 information 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
--------------------------------------	---

Information to enable us to check and verify your identity, e.g. your date of birth or passport details	Your name, address and telephone number Your National Insurance and tax details Your bank and/or building society details
---	---

Electronic contact details, e.g. your email address and mobile phone number	Details of your professional online presence, e.g. LinkedIn profile
---	---

Personal data we will collect	Personal data we may collect depending on why you have instructed us
Information relating to the matter in which you are seeking our advice or representation	Details of your spouse/ partner and dependents or other family member, e.g. if you instruct us on a family matter or a will
Information to enable us to undertake a credit or other financial checks on you	Your employment status and details including salary and benefits, e.g. if you instruct us on a matter related to your employment or in which your employment status or income is relevant
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	Your nationality and immigration status and information from related documents, such as your passport or other identification, and immigration information, e.g. if you instruct us on an immigration matter
	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
	Your employment records including, where relevant, records relating to sickness and attendance, performance, disciplinary, conduct and grievances (including relevant special category personal data), e.g. if you instruct us on a matter related to your employment or in which your employment records are relevant
	Your racial or ethnic origin, gender and sexual orientation, religious or similar beliefs, e.g. if you instruct us on a discrimination claim
	Your trade union membership, e.g. if you instruct us on a discrimination claim or your matter is funded by a trade union
	Personal identifying information, such as your hair or eye colour or your parents' names
	Your medical records, e.g. if we are acting for you in a personal injury claim

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. 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;

In circumstances where you are not our client

We may collect information relating to you where your data has been provided to us by our client (for example where you have been named as a beneficiary in a will and the client is now deceased, or where you have contributed funds to a property purchase that you are not a party to) so that we can communicate with you about that matter.

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
- 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 following table 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
Conducting checks to identify our clients and verify their identity	
Screening for financial and other sanctions or embargoes	
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	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
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

What we use your personal data for	Our reasons
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 deliver the best service for you at the best price
Ensuring the confidentiality of commercially sensitive information	For our legitimate interests or those of a third party, i.e. to protect our intellectual property and other commercially valuable information i.e. to comply with our legal and regulatory obligations
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 deliver 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 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; —third parties who have previously expressed an interest in our services; —third parties with whom we have had no previous dealings	For our legitimate interests or those of a third party, i.e. to promote our business to existing and former clients
Credit reference checks via external credit reference agencies	For our legitimate interests or 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 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 for the establishment, exercise or defence of legal claims or 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 OR share it with other organisations outside BTMK for marketing purposes.

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

- contacting us by email, telephone or post
- 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, 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. Further details on this are available in our Information Retention and Data Protection Policies.

When it is no longer necessary to retain your personal data, we will delete or anonymise it.

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.

If you would like further information please contact our Data Protection Officer (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: <ul style="list-style-type: none">—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 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 our website www.btmk.co.uk or
- email, call or write to our Data Protection Officer—see below: 'How to contact us'; and
- let us have enough information to identify you (eg 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.

How to complain

We hope that our Data Protection Officer 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 1 May 2018 and last updated on 28th February 2023.

We may change this privacy policy from time to time; when we do we will inform you by email or post.

How to contact us

Please contact us and/or our Data Protection Officer 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

Chillingstone House,
26 Eastwood Road,
Rayleigh, Essex SS6 7JQ

Our Data Protection Officer's contact details

Mr Lee Emptage
BTMK Solicitors Limited, Hockley Road, Rayleigh, Essex SS6 8EH
Email: lee.emptage@btmk.co.uk
Tel: 01702 339222

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).

Interest Policy

1. This policy sets out how BTMK applies interest in relation to funds held in our client bank account.
2. SRA Accounts Rules 2019 7.1 and 7.2 state that:
 - You account to clients or third parties for a fair sum of interest on any client money held by you on their behalf
 - You may by a written agreement come to a different arrangement with the client or the third party for whom the money is held as to the payment of interest, but you must provide sufficient information to enable them to give informed consent

Responsibility for payment of interest

3. The directors are responsible for agreeing the interest rates stated in this policy.
4. The COFA is responsible for:
 - devising and implementing this interest policy, in consultation with the directors
 - providing assistance to individuals and/or teams who have responsibility for calculating or paying interest
 - reviewing on a quarterly basis, or when the base rate changes, the interest rates we receive and pay
 - monitoring compliance with this policy
 - reporting on a quarterly basis to the directors on BTMK's interest arrangements

When do we pay interest?

5. We do not pay interest:
 - on money held to pay a professional disbursement, if the intended recipient has requested that we delay in paying them
 - on money held for the Legal Aid Agency
 - on money that we have paid into a client account as an advance from BTMK to fund a payment on behalf of a client or trust in excess of funds held for that client or trust
 - if we have a specific agreement with the recipient to contract out of our obligation to pay interest
 - if the amount of interest, calculated in accordance with this policy, is less than £50
6. We will pay interest on all other monies held on client account, including any monies we should have held on client account but failed to do so.
7. Interest will be calculated and paid in accordance with this policy. The amount of interest paid to each recipient will take into account:
 - the amount held
 - how long we held cleared funds
 - the requirement to provide instant access to funds held in client account
 - the rate of interest payable on the amount held in an instant access account at the bank where we have our client account
 - the practice of the bank where we have our client account on how often interest is compounded
8. Interest is paid on client funds at the Barclays Bank Published rate for Client Account with Interest, as is generally published by Barclays Bank and which is reviewed from time to time by Barclays.
9. BTMK will have the right to charge appropriately for complex interest calculations on an hourly rate basis, for example (but not limited to) Probate or Estate Administration matters where funds are received at different stages and interest is to be calculated over a prolonged period.

Types of client account

10. Client account monies can be held in two different ways:
 - in a separate designated client account (SDCA)—in some cases we can open a separate bank or building society account for a specific client or trust, etc.
 - in our general client account—this is where we hold monies for clients or trusts that are not held in an SDCA
 - unless otherwise requested by a client, client account monies at BTMK will always be held in our general client account.

Interest on monies held in our general client account

11. The interest rate is likely to change from time to time.
12. Interest will be paid before deduction of tax. It will be the recipient's responsibility to declare interest received to HMRC.

Best available rate

13. We are required by the Solicitors Regulation Authority (SRA) to deposit monies in instant access accounts only. This means that the interest rate paid on monies in an SDCA or our general client account may not be as high as the recipient can achieve by placing the money on deposit themselves. We will ensure that the recipient is aware of this and, where appropriate, has the opportunity to make alternative arrangements.

Interest period

14. Where interest is payable by BTMK, it will be calculated over the whole period that we hold the monies, starting from the date the monies are treated by us as cleared funds.
15. Unless we are notified by our bank to the contrary, we will treat monies as cleared funds in accordance with the table shown below:

Method of payment	When are monies treated as cleared funds
cheque	3 working days after the money has been paid into our client account
debit or credit card	date of actual receipt into the account
direct transfer	the following working day

16. We will apply the same time periods when calculating the date that monies leave our account.

Monies held on more than one matter

17. Where we hold monies on more than one matter for a recipient, interest will be calculated separately for each individual instruction—unless it is fair and reasonable to aggregate the interest.

Payment dates

18. Generally, interest will be paid at the conclusion of the retainer unless otherwise agreed. However, there may be instances where it might be more appropriate to account for interest at intervals throughout the matter.

Special cases

19. This policy does not apply when we act as liquidator, trustee in bankruptcy, Court of Protection deputy or the trustee of occupational pension scheme. We will comply with the appropriate statutory rules and any other relevant provisions of the SRA Accounts Rules 2019 regarding payment of interest.
20. If we hold money jointly with a client, the interest earned will belong to the client, unless we agree otherwise.
21. If we hold money jointly with another practice, we will agree with the other practice how interest will be allocated.

Unpresented cheques

22. Where we pay monies to clients by cheque, some clients will delay in paying the cheque into their bank. We will pay additional interest only where it is reasonable in all the circumstances to do so.
23. Where we do recalculate interest and/or issue a further cheque, we reserve the right to charge for the additional work involved.

Informing clients of our interest policy

24. We will notify clients of our interest policy in our client care letter and/or terms of business.
25. Where amendments to this interest policy are made, the revised policy will be sent to affected clients. Any revised policy will supersede the previous version.

Contracting out

26. Contracting out usually takes the form of agreeing that we will pay no interest or a reduced amount of interest. It can also include agreeing to pay 100% of the interest received on monies held on general client account, where this exceeds the amount that would normally be paid under this policy.
27. We may, by written agreement with the client and/or recipient, contract out of the terms of this interest policy.
28. We will only contract out where doing so provides a fair outcome. This will depend on all the circumstances, e.g.:
 - the amounts involved—the larger the sum of interest, the greater the onus on us to show that the client has been treated fairly
 - the status and bargaining position of the client—it may be less appropriate to contract out if the client is a private individual with little legal exposure than for a commercial client where the interest represents a very modest proportion of the overall transaction
 - whether there are specific reasons for contracting out, e.g. tax reasons or religious belief
29. When agreeing to contract out, we will:
 - act fairly towards our client
 - provide sufficient information to enable the client to give informed consent

Failure to comply with this policy

30. We are required to notify the SRA if we breach the SRA Accounts Rules, including the rules relating to payment of interest. If you suspect that we have breached this policy, please report your concerns to our COFA or COLP using the process described in our separate Compliance failure policy.

Training

31. All staff will receive training, as necessary, on our interest policy including:
 - regular training for existing staff
 - training for new staff at induction
 - updates following any changes to the policy that affect staff
 - focused training for individual staff or teams responsible for specific interest actions

Acceptance...

of our Terms of Business and Opt-In to BTMK Communications

- I/We hereby accept the terms and conditions which have been sent to me together with the information provided to me in the client care letter from BTMK Solicitors. If signing this confirmation on behalf of a business or company, I can confirm that I have the appropriate authority to provide these instructions and to sign this confirmation.
- I/We hereby accept the BTMK terms and conditions of engagement.

NAME (PLEASE PRINT):

SIGNED:

- Information about BTMK and up to date articles which may be of importance to you or your business are available on our website at www.btmk.co.uk We would suggest that you refer to these.
- In relation to future marketing, we want to be able to keep in touch with you and, from time to time, to provide you with useful information that we think will be of assistance to you or your business. This information may be information that is not directly connected with the matter that you originally instructed BTMK for and it may be about developments in our own business that could affect you. We ask you to provide your e-mail address and give specific confirmation to us that you want to opt-in to us sending this information to you in the future.
- If you provide your consent, you can withdraw it at any time by contacting us to confirm that you no longer want us to contact you. If you provide your consent we may use third party software or services to assist us in relation to the processing of our marketing communications but we always ensure that we have suitable confidentiality agreements in place and will never disclose your information to third parties for their own marketing purposes..
- If you are an existing client of BTMK and we are holding your important documents such as Wills, Powers of Attorney or Deeds, we may as the law permits rely on "legitimate interests" as the reason for contacting you in the future.
- The use of your data will always be subject to our privacy policy which is set out in this document.

- I/We hereby agree to "opt in" to BTMK Solicitors Ltd contacting me/us for marketing purposes in the future.

NAME (PLEASE PRINT):

SIGNED:

EMAIL ADDRESS:

BTMK

SOLICITORS

BTMK Solicitors Ltd, company registration number 5466421. VAT number 352170678.
BTMK Solicitors Ltd are authorised & regulated by the SRA (Solicitors Regulation Authority)
BTMK Solicitors, does not accept service of documents by email.
A list of Directors is available from our registered office in Southend, address as above.