

## Client Service Information & Our Terms of Business

Our management procedures have been audited and we have achieved the Law Society Lexcel Standard. We have also achieved the Conveyancing Quality Mark and 3 members of our Private Client Department have achieved TEP status as members of the Society of Trust and Estate Practitioners.



We apologise for the inconvenience but government and professional regulation require us to ask you to provide us with original identification documents and your National Insurance Number. Most clients bring in their passports or photograph card driving licence and 2 formal letters, which could for example be utility bills, a bank statement or a letter from the DWP. We certify copies to retain on your file and return the originals to you.

### Service Standards

We will

- communicate with you in plain English
- update you regularly by post, email or telephone on the progress of your matter
- review your file regularly
- unless a fixed fee is agreed we will keep you informed of costs issues arising.

To progress your matter efficiently we will need you to provide us with timely, adequate and accurate instructions.

### Responsibility for the Conduct of Your Work

We operate as specialists and you will be provided with details of the people and their status conducting your work. In particular the fee earner responsible for day to day conduct of your file will be identified to you. Specialists help each other and cover for holiday and sickness absences. The Department Head has overall responsibility for supervision. Our Director, Judy Dyke, has general responsibility for the quality of the firm's services.

Our specialisms are:

#### Service for Business:

Business Lasting Powers of Attorney, Charities, Commercial Litigation, Commercial Property, Corporate, Employment, & Trust Management

#### Service for Individuals:

Care of the Elderly, Court of Protection & Deputyship, Dispute Resolution & Litigation, Employment, Family Law & Divorce, Family Mediation, Probate & Estate Administration, Property Litigation, Powers of Attorney, Residential Property, Trust & Trust Management, Wills, Will Disputes

Qualified, regulated and insured.

## About Tyndallwoods

- Our website address is: [www.tyndallwoods.co.uk](http://www.tyndallwoods.co.uk)
- Normal hours of business are 9:00 am to 5:00 pm, Mondays to Fridays. Communication and contact outside of these times can be arranged by agreement. Our switchboard is closed between 1.00pm and 2.00pm but you will be able to leave a message or use the appropriate direct dial number.
- Our VAT number is 614 4146 67
- Our bank details are Barclays Bank PLC - Barclays Business Centre Birmingham, 15 Colmore Row, Birmingham, B3 2BY - Tyndallwoods Solicitors Client Account - Sort code 20-07-89 - A/c No 43207870. We will never change our bank details by email or over the telephone. If you receive any correspondence claiming to be from Tyndallwoods advising you that our bank details have changed please contact us directly before making any payments.
- Tyndallwoods Solicitors Limited is registered in England and Wales under Company Number 06074388 and is authorised and regulated by the Solicitors Regulation Authority SRA number 598368. We are subject to the Solicitors Regulation Authority Code of Conduct 2019, which can be found at [www.sra.org.uk/solicitors/standards-regulations](http://www.sra.org.uk/solicitors/standards-regulations)
- Tyndallwoods has worldwide professional indemnity insurance, above the Law Society prescribed minimum levels, provided by AIG UK Limited of 58 Fenchurch Street, London, EC3M 4AB. Contact details will be provided to clients on request.
- We deal exclusively with privately paid work.

## Our Costs

Our general commitment to you is to be up-front and transparent about the basis of how we calculate our charges for your particular case or transaction.

Our charges usually reflect the amount of time spent to provide you with a quality legal service and the seniority of the fee earner working on your file.

- In some areas of work where the scope of the work is certain we offer fixed fees.
- We always offer estimates on the understanding that these will be regularly reviewed and you will be informed if circumstances arise requiring our estimates to be revised. Estimates should not be regarded as fixed quotations.
- For contentious matters relevant additional financial information will be provided, as required.

## Our Policies and Procedures

### • PROBLEMS & COMPLAINTS

We are committed to high quality legal advice and client care. If you are unhappy about any aspect of the service you have received or about the bill, we encourage clients to raise problems at an early stage with the person responsible for day to day conduct of their case, or their supervisor. If difficulties persist, please request details of our complaints procedure. Letters of complaint can be sent to our Client Care Director, Judy Dyke. If you are not satisfied with our handling of your complaint you can ask the Legal Ombudsman to consider the complaint. The Legal Ombudsman can be contacted at PO Box 6167, Slough, SL1 0EH email: [enquiries@legalombudsman.org.uk](mailto:enquiries@legalombudsman.org.uk) tel: 0300 555 0333 website: [www.legalombudsman.org.uk](http://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.

Their general time limits are not later than:

- One year from the date of the act or omission complained of; or
- One year from the date when the complainant should have realised that there was cause for complaint.

In relation to complaints about our bill you may also apply to the Court for an assessment of the invoice under sections 70, 71 and 72 of the Solicitors Act 1974 etc. The Legal Ombudsman may not consider a complaint about the invoice if you have applied to the court for an assessment of it.

## • **EQUALITY & DIVERSITY**

Tyndallwoods is committed to meeting the needs of all of its clients and promoting and maintaining equality and diversity in all aspects of its business.

## • **PRIVACY**

Your privacy and maintaining your confidentiality is important to you and to us. Primarily the information you provide is used for providing you with the quality legal service you require. Our full policy sets out more information, details of safeguards and the statutory framework within which we operate. Under the Data Protection Act you may request details of the personal information Tyndallwoods holds about you.

Copies of the full versions of these policies can be obtained by you on request, in large print or audio format if required, and are lodged on our website at [www.tyndallwoods.co.uk](http://www.tyndallwoods.co.uk)

## **TERMS OF BUSINESS**

### **Identity Checks and Money Laundering**

Our primary duty as your solicitors is to act in your best interests and to keep your instructions confidential. There are now however limited circumstances in which this duty is superseded by our legal Anti-money Laundering/Counter Terrorist Financing obligations. By signing your instructions engagement form or letter you agree that we may use personal information provided by you in order to conduct appropriate anti fraud checks. Personal information that you provide may be disclosed to a credit reference or fraud protection agency, which may keep a record of that information. In particular circumstances, we may be obliged to serve notice of suspicions on the Serious Organised Crime Agency. In such circumstances, we may not be permitted to give you specific warning.

### **Inspection of Your File by Auditors and Your Authority to Disclose otherwise Privileged and/or Confidential Information to the Firm's Professional Advisors or Auditors**

- (i) As part of our quality system, auditors will need to occasionally inspect sample files to check quality procedures are being followed. Total confidentiality is assured. We ask clients to specifically notify us if they wish their work to be excluded from this procedure.
- (ii) By signing your copy Instructions Confirmation Engagement form or letter you consent to disclosure of privileged and/or confidential information to the Firm's legal advisors, insurers, accountants and auditors to enable full notification of any professional indemnity circumstances.

### **Conflicts**

An actual or potential conflict between your interests and the interests of another client of Tyndallwoods may arise during the course of us acting for you. If so, we will discuss the position with you and determine the appropriate course of action. Rules of professional conduct may require us to stop acting for you in relation to the matter in which the conflict has arisen.

### **Copyright**

Materials that we generate for you are protected by copyright that belongs to Tyndallwoods. The fee you pay us entitles you to make use of those materials only for the purpose for which they were obtained.

### **Particular Costs, Billing and Interest Issues**

- Our charges (excluding disbursements) are calculated by reference to the time spent by the people who deal with your case at their current hourly rate. We record time in 6-minute units with routine letters and telephone calls charged as one 6-minute unit.

- Charging rates are normally reviewed annually.
- We may ask our clients to pay some money on account. Payments on account will be reviewed as your case progresses. We will deduct any payments made on account against interim and/or final invoices and/or disbursements which have been incurred.
- We account to clients on a fair and reasonable basis for interest on Client funds held by us. The full policy is set out on our website under the title "Payment of Interest Policy". A hard copy of details of the Policy will be supplied on request.
- We will regularly bill you for work carried out during the course of a matter. Our invoices are payable within 30 days of delivery. Interest is chargeable on any invoice not paid within 30 days at the rate of 4% per annum above the Barclays base rate from the date of delivery of the invoice until payment is received.
- If you do not pay your bill or make a payment on account when requested, we reserve the right to decline to act further. We will invoice you for the work carried out to date. If proceedings have been issued, we reserve the right to remove our name from the court record.
- We are happy to accept cases covered by Legal Expenses Insurance. If you think you have Legal Expenses Insurance, please advise us at the outset as the way in which matters are funded cannot be backdated.

### **Termination or Cancellation of Instructions**

You may end your instructions to us in writing at any time but we can keep all your papers, documents and property while you still owe us money.

We may decide to stop acting for you only with good reason (eg if you do not pay an invoice, if there is conflict of interest, or if there is a loss of mutual trust and confidence). We must give you reasonable notice that we will stop acting for you.

If you or we decide that we should stop acting for you, you will pay our charges up until the point when we stop acting for you. These will be calculated on an hourly basis where we are charging on a time spent basis or as a proportion of the agreed fee (according to the proportion of the work carried) where we have agreed a fixed rate.

### **Storage of Papers and Deeds**

We will store deeds, Wills and other valuable documents at your request. In normal circumstances no charge is made. For ordinary documents, after completion of your matter, we advise you about 3 possible storage solutions:

- (i) we scan or store our relevant records in hard copy in case we need to refer back
- (ii) we return the papers to you and keep nothing ourselves
- (iii) if they are unlikely to be of any further use we shred the documents for your privacy.

Our scanned or stored records are retained for a minimum of 6 years. After this time we reserve the right to destroy all records (other than deeds and Wills) at our sole discretion. We reserve the right to charge an administration fee if you require us to retrieve documents from storage or to reconstitute documents which have been scanned.

### **Deletion of any Terms found to be illegal or unenforceable**

If a court or authority of competent jurisdiction finds any part of these terms to be illegal or unenforceable then that part shall be deleted from these terms but without affecting any other provisions of these terms which shall continue to apply.

### **Governing Law & Jurisdiction**

Any dispute or legal issue arising from these terms and my engagement will be determined by the law of England and Wales and considered exclusively by the English and Welsh courts.

## PRIVACY NOTICE

Tyndallwoods is committed to protecting and respecting your privacy.

This notice sets out the basis on which any personal data we collect from you, or that you provide to us, will be processed by us. Please read the following carefully to understand how we will treat it, protect it and to understand more about your rights. By providing your personal information to us you are agreeing to us using your information as described in this policy.

### *Personal data we process*

- Your name and contact details
- ID and other information we require to conduct due diligence on you
- Personal and financial information relating to your legal matter
- Special categories of personal data, where relevant to your legal matter

### *Our lawful basis for processing your personal data and special categories of personal data (sensitive information)*

You have instructed us to give you legal advice and/or representation. The solicitor-client relationship is a contractual one, and it is a requirement that you agree to our terms of business. To perform this contract, it is unavoidable that this requires us to collect, process and store personal information about you.

We have legal and regulatory duties to process certain personal data, including ID and other information we require to for compliance.

The information requested when you instruct us is required in order to identify you and perform our service for you. If you do not provide the requested information we will not be able to provide our service to you.

We have a legitimate interest in contacting you to market our services to you.

For special categories of personal data, we are permitted to process your data (e.g. health records) for the purposes of giving legal advice.

In summary, we **do not** anticipate requiring your explicit consent to process your personal data. If that changes we will let you know.

### *How will we use your personal data*

We use information you provide to us in the following ways:

- to identify you and provide you with the legal services you have requested;
- to provide you with information you have requested about services we offer;
- to carry out our obligations arising from any contracts entered into between you and us and to provide you with the information and services that you request from us;
- to notify you about changes to our service;
- to deal with your feedback, query or complaint;
- we also use your information to administer, support, improve and develop our business generally and
- to enforce our legal rights.

## ***Where we get your personal data from***

- You or your representatives
- Public Records
- Other parties you instruct us to contact (e.g. Doctors, employers, estate agents, accountants, banks, surveyors, medical professionals, courts, regulatory bodies and other advisors and specialists related to your matter.
- Our clients and matter contacts may also provide us with information about you if you are involved in a transaction or dispute with one of our clients or have a connection with them such as being a tenant or employee of a client.

## ***Your data rights***

You have the right, free of charge, to:

- Access your personal data (known as a subject access request)
- Have mistakes rectified
- Have your personal data erased by us or restrict the way we process your personal data (subject to certain conditions)
- ‘Port’ your personal data to another provider
- Object to us using your personal data for direct marketing
- Not be subject to ‘automated processing’ (often referred to as ‘profiling’).

You simply need to contact us to exercise any of your rights. In the case of marketing, there is always an ‘unsubscribe’ button in our marketing emails.

For more information on your legal rights see the Information Commissioner’s website ([www.ico.org.uk](http://www.ico.org.uk)).

## ***Retention of personal data***

We are required by our insurers and regulators to keep your file and personal data. We will not retain indefinitely or for longer than is necessary or in our legitimate interests to do so (for example files relating to wills, property or children, or where you request this).

All our files and other documents containing personal data are destroyed securely.

## ***Sharing your personal data***

We may need to share your personal data with other professionals who we instruct on your behalf (e.g. barristers and doctors), third parties who are vital to a transaction (e.g. mortgage provider, the courts), providers of services that are necessary to progress a legal matter (e.g. to perform our client due diligence checks on you), and people who you ask us to share your personal data with (such as estate agents, family members or other representatives).

We may also need to share your personal data with our regulators, insurers and law enforcement agencies. We use external auditors to review our files for training, compliance and quality. Where we share your personal data with third parties, we will ensure that they have appropriate data protection arrangements in place.

## ***Where we hold your personal data***

Your data will be stored at our offices and on our IT equipment, or where your information is shared with a third party, at their premises or on their IT equipment.

## *Transferring your personal data*

In accordance with the Data Protection Act 2018, we will only transfer personal data outside the UK to consumers and only receive personal data from outside the UK directly from consumers.

## *Data Protection Officer*

We do not have a Data Protection Officer (DPO) but have appointed a Privacy Manager to implement our data protection policies and procedures.

If you have a complaint or question about our use of your personal data, please contact Stephen Harris our Privacy Manager ([sharris@tyndallwoods.co.uk](mailto:sharris@tyndallwoods.co.uk)) or directly to the Information Commissioner's Office (web: [www.ico.org.uk/concerns](http://www.ico.org.uk/concerns) tel: 0303 123 1113).

*Reviewed March 2024*

Qualified, regulated and insured.

