TERMS AND CONDITIONS OF BUSINESS

If you would prefer to receive this document in a large text format or another format please let us know. This is an important document – please read and keep a copy in a safe place for future reference.

These Terms and Conditions of Business (as updated from time to time), together with our engagement letter and any other letter sent relating to the work we do for you, state the terms upon which we accept instructions from you. Unless otherwise agreed these Terms and Conditions of Business shall apply to any future instructions given to us by you.

These Terms of and Conditions of Business are subject to change from time to time and are updated on our website at https://www.stephens-scown.co.uk/legal-notices/.

Your continuing instructions in this matter will amount to your acceptance of these Terms and Conditions of Business.

Stephens Scown LLP

Stephens Scown LLP is a limited liability partnership registered in England & Wales with number OC356696 and whose registered office is at Curzon House, Southernhay West, Exeter, Devon, EX1 1RS. Stephens Scown LLP is registered with the Solicitors Regulation Authority under registration number 551582. Stephens Scown LLP is authorised and regulated by the Solicitors Regulation Authority (www.sra.org.uk). The detailed professional rules applicable to us can be found in the Solicitors' Handbook, which may be accessed via the SRA website. We trade under the names Stephens Scown, Stephens Scown Solicitors, Stephens Scown LLP, Debtlink and HRExpress. Details of our VAT registration number and compulsory professional indemnity insurance are available on request.

References in these Terms and Conditions of Business to "we", "our" and "us" shall be read as references to Stephens Scown LLP. In these terms 'Partner' means a member of Stephens Scown LLP or an employee or consultant with equivalent standing or qualification but its use does not mean that the members of Stephens Scown LLP are carrying on business as a partnership.

Proof of Identity and Prevention of money laundering and terrorist financing

To comply with regulatory guidance and anti-money laundering and counter-terrorist financing requirements, we are likely to ask you for proof of your identity and we may conduct searches or enquiries for this purpose. We may also be required to identify and verify the identity of other persons such as directors or beneficial owners. If you or they do not provide us with the required information promptly, your matter may be delayed.

You agree that we may make checks using online electronic verification systems or other databases as we may decide. We may invite you to complete our "Know Your Client and ID" due diligence process by submitting your information via our third-party provider, 'Legl'.

Where we ask you to complete an identity check or produce identification documents please do so promptly as we will be limited as to what work we can do until they are received.

You must not send us any money (or ask another party to do so) until we have told you these checks have been completed or have otherwise asked you to do so.

We charge an onboarding fee of £10 (plus VAT) in respect of each new client. For both new and existing clients, we reserve the right to make a further charge where the checks are likely to be significantly more involved than we would normally expect. If that is the case, we will confirm the cost in our engagement letter.

We may ask you to confirm the source of any money you have sent us or will send us. If you do not provide us with that information promptly, your matter may be delayed.

Subject to the Insurance and Limit of our Liability to You section below, we shall not be liable for any loss arising from or connected with our compliance with any statutory obligation, or reasonable belief we may have, to report matters to the relevant authorities under the provisions of the money laundering and/or terrorist financing legislation.

Business Advice, Investment Services and Insurance Distribution Activities

We do not undertake responsibility for advising you on the commercial wisdom of any transaction, investment or other activity in relation to which we act for you.

This firm is an “insurance distributor”. This firm is not authorised by the Financial Conduct Authority. However, we are included on the register maintained by the Financial Conduct Authority so that we can carry on insurance distribution activity, which is broadly the advising on, selling and administration of insurance contracts. This part of our business is regulated by the Solicitors Regulation Authority and arrangements for complaints or redress if something goes wrong, are subject to the jurisdiction of the Legal Ombudsman. The register can be accessed via the Financial Conduct Authority website at www.fca.org.uk/firms/financial-services-register.

We are not authorised by the Financial Conduct Authority (FCA) in relation to consumer credit services. However, because we are regulated by the SRA, we may be able to provide certain limited consumer credit services where these are closely linked to the 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.

We are also not authorised by the FCA to provide investment advice services. If you need advice on investments, we may refer you to someone who is authorised by the FCA to provide the necessary advice. However, because we are regulated by the SRA, we may be able to provide certain limited investment advice services where these are closely linked to the legal work we are doing for you.

The SRA is the independent regulatory arm of the Law Society. The Legal Ombudsman deals with complaints against lawyers. If you are unhappy with any financial service you receive from us, you should raise your concerns with the SRA or Legal Ombudsman.

Tax Advice

Unless we have agreed to do so in writing, we do not advise on tax including whether or not there may be tax consequences from any action that may or may not be taken by you following advice we have given, save for advice on Stamp Duty or Stamp Duty Land Tax arising from any acquisition of assets upon which we are specifically instructed to act. If you require advice upon such taxation consequences, we can recommend appropriate accountants or tax consultants to you. There are circumstances where we can advise upon taxation issues but have no obligation so to do unless that advice is specifically requested and we have agreed in writing to provide such advice.

Client Money, Commissions and Referral Fees

We will hold money on account in a client account and apply it, together with any interest earned against any invoices rendered or disbursements paid. We will ensure that funds are placed with a bank which is supervised by the Financial Conduct Authority ('FCA') to accept deposits. We are ordinarily unable to accept payments from you in cash in excess of £500.00 except by prior arrangement.

Any monies received from you or on your behalf in connection with any matter shall be at your risk until applied by us in accordance with your instructions. We shall not be responsible for any loss or damage arising from failure, refusal or inability of any bank or other financial institution to repay all or any part of such monies, at any time or from their insolvency or failure, or the failure in or of the banking or interbank systems. In such circumstances it may not be possible to complete any matter in accordance with the terms of our engagement. However, nothing in this section shall limit our liability for loss or damage arising out of our reckless disregard of professional obligations, fraud or other liabilities which cannot lawfully be restricted or excluded, nor for loss occasioned by our negligence subject always to the limitation on such liability in these Terms or such other limitation as has been agreed with you in writing.

Under the Financial Services Compensation Scheme (FSCS) the first £85,000 (as at April 2022 but subject to change) of an individual's savings, held with a qualifying UK bank or building society, is protected in the event of that institution's collapse. This level of protection can only be received once under each bank or building society's 'compensation licence'. If you also hold savings with the same bank as that which operates our client account (or with a different brand of the bank which shares its authorisation licence) and the total deposits combined exceed the limit then you will still only by able to make one compensation claim for the maximum £85,000.

We do not normally receive commissions but, if we do, we will credit the amounts received against our fees or pay any commissions received to you.

If we receive money in relation to your matter from an unexpected source, we may charge you for any additional checks we decide are necessary to undertake, for example relating to the source of those funds and there may be a delay in your matter whilst those checks are carried out.

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

Interest Policy

Our objective is to achieve what we believe is a fair outcome for both the client and the firm. We have issued a Policy in respect of interest on money held on behalf of Clients a copy of which can be found on our web site www.stephens-scown.co.uk or which can be obtained by requesting a copy from the person dealing with your matter. We will review this policy from time to time.

Under our Interest Policy, where calculated interest exceeds £40.00 it will usually be paid to you at the conclusion of your matter without deduction of tax. It is your obligation to account for any taxation payable on such interest. We will discuss with you, in appropriate circumstances, bespoke arrangements suitable for your particular needs.

Confidentiality

We are under a professional and legal obligation to keep the affairs of our clients confidential. We will keep your information confidential, unless (a) you consent to the disclosure of that information: (b) disclosure of the information is required or permitted by law or the regulatory requirements that apply to us; or (c) these Terms and Conditions of Business state otherwise. Examples of organisations we may be required to disclose your information to include (a) the National Crime Agency - Where a lawyer knows or suspects that a transaction on behalf of a client involves money-laundering, the lawyer may be required to make a money-laundering disclosure. If this happens, we may not be able to inform you that a disclosure has been made or the reasons for it; (b) domestic and international tax authorities; (c) regulatory authorities such as the SRA; (d) our professional indemnity insurer – if we have to make a notification to our insurer we will disclose to them such relevant information about you or your matter as the insurer may require; (e) Financial Services Compensation Scheme (FSCS) – if we make a claim under the FSCS in respect of client money on your behalf, we will give certain client information to the FSCS to help them identify clients and any amounts to which they are entitled; (f) Our bank – in the event of our bank requesting information about the beneficial owners of our pooled client account, we have a legal obligation to disclose any information we have gathered as part of our client due diligence; (g) Companies House – we are under an obligation to report to Companies House any discrepancies between the beneficial ownership information recorded on the company register and information that we gather during the client due diligence process; (h) External organisations – as set out in Quality Standards below (i) Other – 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, please let us know as soon as possible.

Quality Standards

Our quality management system has achieved the Law Society Lexcel standard and the Law Society Conveyancing Quality Scheme standard. We need to allow external auditors to inspect certain files, which may include yours. Other external organisations such as the Information Commissioner’s Office and the SRA may conduct audit or quality checks on our practice from

time to time. They may wish to audit or quality check your file and related papers for this purpose. We will require that these external organisations maintain confidentiality in relation to any files and papers which are audited or quality checked. The inspection is only for the purpose of assessing that we are handling your work in accordance with the relevant quality standard, and the auditors inspecting such files give an undertaking of confidentiality. If you object to a file being inspected please tell us but unless you do so we will assume that you agree to any file being inspected.

At the end of your instructions we may invite you to take part in a client questionnaire either online or on paper and we hope you will take part to help us improve our quality of service. If you are not asked but would nonetheless like to take part, please send an e-mail to marketing@stephens-scown.co.uk and ask to be sent the link to the on-line questionnaire.

Service Level Guarantee

We pride ourselves on delivering an excellent level of service to our clients. If you do not consider that you have had excellent service from us during the course of our retainer, you may unilaterally reduce the amount payable to us for our services by up to 10%. The reduction will apply to the most recent invoice sent to you at the time you invoke this guarantee, not to all fees billed during the matter. All we ask is that if you invoke this service level guarantee that you do so in a principled and fair manner and that:

- You share with us in writing the way(s) in which we needed to improve our service levels and that you will agree to meet with us to discuss your concerns before you pay the reduced sum;
- You pay the reduced sum due within 7 days of discussing with us your reasons for invoking the guarantee;

Please note this is a service guarantee and not a results or outcome guarantee. Your concerns that lead you to invoke the guarantee must relate to the service provided. The guarantee is available to our clients and not third parties (such as other parties to a dispute or beneficiaries) and applies to our legal fees and not to any disbursements incurred which will remain payable in full. The guarantee is not available for matters funded via legal aid, through conditional or contingency fee arrangements or for clients on an annual retainer.

Storage of Documents and Destruction of Files

We may create and hold client files in hard copy, electronically or a combination of both.

We store client files for a minimum period of six years after the conclusion of the matter. Unless you instruct us to the contrary, we may destroy paper documents and scan them onto our system to be stored electronically. Following the minimum period of six years, our file may be destroyed without further reference to you.

We will not destroy original documents such as wills, deeds and other securities that we have agreed to hold in safe custody but we may, on reasonable notice, send or return them to you. We will not charge for storing these original documents in safe custody unless we consider the nature or volume of papers are such that a storage charge would be appropriate, in which case we will advise you of those charges in case you wish to make alternative arrangements. If you require copies of or advice concerning documents we are holding, we reserve the right to charge you for such assistance. Our Privacy Policy below contains more information about

how long we keep personal data.

Consumer Contracts Regulations 2013

This section applies only if you are a "consumer" and we receive your initial instructions other than in a face to face meeting on our premises –such as by letter, phone or e-mail.

Under the current legislation you generally have the right to cancel those instructions without any cost to you within 14 days of the day after you receive these Terms and Conditions of Business. If however you have asked us to begin to provide our services within that 14 day period, you must pay for services provided even if the contract is later cancelled. The payment must be:

- based on the supply of the service for the period for which it is supplied, ending when we are notified of your decision to cancel.
- in proportion to what has been supplied in comparison with the full contracted service.

To exercise the right to cancel your instructions you must inform us of your decision to cancel by a clear statement. You may use post, fax, email, or personal delivery. You may use the statutory "model form" set out below, or simply state that you wish to cancel.

By continuing your instructions you are agreeing that we may start work straightaway, and charge you for the reasonable costs of any work we do up to cancellation even if you exercise your cancellation rights.

You do not have any right to cancel once we have completed our work.

By your continuing instructions you are also agreeing that any period referred to in the current legislation within which a contract should be completed is not applicable, and the contract period will run until the work is fully completed in accordance with your instructions and the timetable agreed between us, or our engagement is otherwise terminated under the next paragraph.

Model form of Cancellation Notice

To: Stephens Scown LLP, Curzon House, Southernhay West, Exeter, EX1 1RS, fax 01392 274010

I/We hereby give you notice that I/we cancel our instructions to you.

Name of client[s]:

Address of client[s]

Signature of clients [only if notice given on paper]

Date:

Our Charges and billing

In some cases we can agree a fixed fee with you or one based on an agreed formula. Where this is not possible our charges are calculated mainly by reference to the amount of time spent on the file, but we can also take into account the complexity of the matter, its importance and urgency and the amount of any property or money involved. The time spent on the file will include, but is not limited to, making notes of meetings, telephone calls, file reviews, preparation for meetings. We reserve the right to recover any additional costs that may be incurred in undertaking client due diligence and conducting money laundering searches or enquiries. Overall there is a requirement that our charges should be fair and reasonable.

VAT will be added at the prevailing rate. We may also need to make payment to others on your behalf (disbursements) and these may also be subject to VAT.

We keep detailed records of time spent which is recorded in 6-minute units, save for certain categories of work undertaken on a fixed fee basis. The hourly rates for our lawyers are based upon seniority and experience. In some matters we are entitled to apply an uplift due to accreditations granted to the person dealing with the matter. Rates are periodically reviewed, and we will advise you of any changes. We may deliver interim bills (including for those matters for which we have agreed a fixed fee) unless other arrangements are agreed with you.

We will review the costs position regularly as the matter progresses and update any estimate if necessary. You may, of course, request an update on the costs estimate at any time. We may require a payment on account of our charges and disbursements at the commencement of our

instructions and as the matter progresses. We will not ordinarily pay a third party on your behalf unless we hold money on account.

All bills are payable upon delivery of the bill unless otherwise agreed in writing. Even if a third party has agreed or been ordered to be additionally responsible for the payment of the charges and disbursements on a matter, the primary liability for payment remains with you. If you would like a third party to be responsible for paying our bills we must approve this in advance and will need the party's name, contact details and any other information or identification documents we request.

We may deliver our bills to you by email and we shall assume this is acceptable to you unless you advise us to the contrary in advance of delivery.

We reserve the right to charge interest and other charges on any unpaid bill from the date of delivery until final payment at either the rate payable pursuant to the Late Payment of Commercial Debts (Interest) Act 1998 or in respect of sums due from individuals, interest at the equivalent rate allowable under the Late Payment of Commercial Debts (Interest) Act 1998. We are also entitled to retain all papers and documents until payment of all our outstanding bill(s) has been received.

We accept payment of our fees by credit or debit card, but we do not accept payment of significant disbursements by this method. We will charge a standard administration fee of £40.00 plus VAT for each telegraphic transfer (if any) we are required to make on your behalf. We also charge a standard onboarding fee of £10 plus VAT per person.

If you object to our bill you also have the right to apply to the Court for an assessment of our charges under Part III of the Solicitors Act 1974.

Ceasing to Act

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

We will only decide to stop acting for you with good reason, e.g. where we feel that the relationship has broken down, if you do not pay a bill, if you provide us with misleading information, a conflict of interest arises, a failure to provide us with any client due diligence documentation or information requested, or for any other good reason and upon reasonable notice.

If you or we decide that we should stop acting for you, we will be entitled to invoice you for work done up to the date of termination and including any additional costs we have to incur in complying with any obligation to notify others of the termination of our instructions. You will also be liable for the costs incurred in transferring your papers to another advisor should that situation arise.

We are not responsible for reminding you about important dates and/or any deadlines after the conclusion of your instructions on a particular matter or rendering our final invoice, which shall include any termination in accordance with this section.

Problems

We aim to provide a high quality service for our clients. However, if at any point you become unhappy or concerned about the service we have provided, please let us know. We will try to resolve any problem quickly and we operate an internal complaints handling service to help us resolve the problem between ourselves. We have issued a policy for addressing complaints, a copy of which can be found on our web site www.stephens-scown.co.uk or which can be obtained by requesting a copy from the person dealing with your matter.

You should first discuss the matter with the person dealing with the matter, but if this does not resolve the problem please contact the Team Leader, whose name is given in our engagement letter. If at that stage the problem is not resolved please contact Mark Richardson, a Partner at our Exeter office, who has overall responsibility for complaints. He may also be contacted via e-mail at clientcare@stephens-scown.co.uk.

We have eight weeks to consider your complaint. If we have not resolved it within this time you may be able to complain to the Legal Ombudsman. Generally, this applies if you are an individual, a business with fewer than 10 employees and turnover or assets not exceeding a certain threshold, a charity or membership organisation with a net annual income of less than £1m, a trustee of a trust with an asset value of less than £1m, or if you fall within certain other categories (you can find out more from the Legal Ombudsman whose contact details are below).

Before accepting a complaint for investigation, the Legal Ombudsman will check that you have tried to resolve your complaint with us first. If you have, then you must take your complaint to the Legal Ombudsman within six months of receiving our final response to your complaint; **and** no more than one year from the date of act/omission being complained about; or no more than one year from when you should reasonably have known there was cause for complaint.

The Legal Ombudsman will not accept complaints where the act or date of awareness was before 6 October 2010.

If you would like more information, you can contact the Legal Ombudsman by:

(a) visiting www.legalombudsman.org.uk
(b) calling 0300 555 0333 between 9.00 to 17.00
(c) emailing enquiries@legalombudsman.org.uk
(d) writing to Legal Ombudsman PO Box 6167 Slough SL1 0EH

The Solicitors Regulation Authority (SRA) can help 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.

The SRA's website contains information relating to raising concerns about solicitors and law firms.

Our Complaints Procedure can be found on our website www.stephens-scown.co.uk You may find "The Solicitors Handbook" a helpful reference: it is available on the Solicitors' Regulation Authority's website (www.sra.org.uk).

Insurance and Limit of our Liability to You

While we do not expect things to go wrong, our liability to you is limited. Please ensure you have read this section of this document and understand it. If you have any doubt or concerns please speak to us straight away before continuing your instructions.

We maintain Professional Indemnity Insurance in accordance with the rules of the Solicitors Regulation Authority. Details of the insurers and the territorial coverage of the policy are available on request.

Stephens Scown LLP has a duty to work for you with reasonable skill and care. The nature of many types of legal work means that it is not possible to guarantee a particular outcome.

Your contract is solely with Stephens Scown LLP, which has sole legal liability for the work done for you and any act or omission in the course of that work. There is no contract between you and any of our members, employees or consultants. Any advice or work done for you by them is done on our behalf and not in their individual capacity. No such person therefore assumes any personal responsibility to you for the advice or work. Accordingly you agree that if, as a matter of law, any of our members, employees or consultants would otherwise owe you a duty of care that duty is excluded by our contract with you. You agree not to make any claim or take any action personally against any of our members, employees or consultants for any matter arising out of providing services to you. This does not alter or reduce any liability that Stephens Scown LLP may have to you but any claim you wish to make may be made only against Stephens Scown LLP.

Stephens Scown LLP shall not be liable for any consequential or indirect losses which arise out of the work we do for you such as (amongst other things) loss of revenues or anticipated revenues, loss of profits, loss of opportunity, loss of use, loss of production, loss of contract, loss of or corruption to data, loss of savings, discount or rebate, or harm to reputation or loss of goodwill (whether or not it might have been foreseeable at the commencement of the matter).

We are not responsible for any failure to advise or comment on matters falling outside the scope of our instructions, as set out in these Terms and Conditions of Business and our engagement letter.

Our maximum liability to you (or any other party we have expressly agreed may rely on our services) in relation to any single matter or any group of connected matters which may be aggregated by our insurers will be £3 million including interest and costs, unless we expressly agree a different amount with you in writing. This agreement with you does not limit our liability for personal injury or death caused by our negligence, or damage caused by intentional or fraudulent misrepresentation, or restrict our liability other than as permitted by law. For the purposes of determining our maximum liability all claims arising from the same act or omission or from a series of related acts or omissions or from the same act or omission in a series of related matters or transactions will be regarded as one claim.

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

Zero Tolerance of Harassment and Third Party Conduct

Stephens Scown is committed to providing a safe, respectful, and inclusive environment for all its employees, free from all forms of harassment, including sexual harassment. Stephens Scown will not tolerate sexual harassment or abuse by third-parties of any kind, including clients. Action arising may include warning the third party about their behaviour, banning them from our premises or from contacting certain persons, limiting the extent to which we are prepared to deal with them in future, reporting any criminal acts to the police and sharing information internally or with external agencies or regulatory bodies

Third Parties

The instructions you give us create a contract between you and Stephens Scown LLP for the provision of services to you. Our contract with you is personal. It may be enforced by, and confer benefits on, you and Stephens Scown LLP but not on any third party (save that any of our members, employees or consultants shall be entitled to the benefit of, and to enforce, the provisions of the section headed “Insurance and Limit of our liability to you”).

Unless otherwise agreed in writing, our advice and any documents we prepare are for use only in connection with the specific matter on which we are instructed; can only be relied on by you; and reflect the law in force at the relevant time.

We do not owe, nor do we accept, any duty to any person other than you; and we do not accept any liability or responsibility for any consequences arising from reliance upon our advice by any person other than you.

If you intend to use an Artificial Intelligence (AI) note-taking tool, you must notify us as soon as reasonably possible. Notes generated by AI will not be regarded as an accurate or official record of any meetings or discussions, as AI tools are not infallible and may generate inaccurate or misleading information.

Outsourcing and Data Protection

We hold data on a cloud-based practice management computer system run by a third-party supplier. We require that any cloud-based supplier will comply with the obligations of the UK General Data Protection Regulation (UK GDPR) by providing an adequate level of protection to any personal data that is transferred.

From time to time we also outsource certain other activities to third parties, for example to a typing service or to a process server. This is usually done to provide a quicker and/or cheaper service to clients. Confidentiality is of the utmost importance and where we outsource services we require the third party not to disclose any information they may obtain to anyone else. If however you prefer that none of your work is outsourced in that way, please let us know so that your preference is respected.

In the course of providing services to you we may hold personal data about you and others including, your family, your business and colleagues. We will use such personal data to provide legal services to you and for related services including, without limit: creating and updating client records, managing our practice, legal and statutory returns, to carry out credit checks and identity checks. We may also pass your personal data to other people or organisations (‘data processors’) to carry out those activities on our behalf in order to provide

you with our services.

The data that we collect from you may be transferred to, and stored at, a destination outside the European Economic Area ("EEA"). It may also be processed by staff operating outside the EEA who work for us or for one of our suppliers. Such staff may be engaged in, among other things, the provision of support services. We may use third party service providers that process personal data outside the European Economic Area (EEA).

We may retain your information, including personal data, after your contract with us has concluded.

We will require third party data processors to put in place suitable measures to protect your personal data.

By providing your data (or the data of others) you give consent to this transfer, storing or processing of data provided to or held by us (or you have obtained necessary consents from individuals concerned).

For more information see our Privacy Notice (attached, which forms part of these terms of business).

Use of Microsoft CoPilot (AI)

Please see our artificial intelligence statement here

Your use of AI and risk

To help protect your confidentiality and legal privilege, you should not enter our legal advice or other confidential information relating to this matter into any artificial intelligence system. This is because information may be stored, retained, accessed by others, used to improve the system or later synchronised with external services, even where the system is not connected to the internet when used, which could affect confidentiality or legal privilege. Use of artificial intelligence systems may waive your right to confidentiality or legal privilege, for which we cannot be liable.

Professional Oversight & Responsibility Clause

All work—whether drafted, reviewed, or refined using CoPilot—is reviewed and approved by our qualified legal team. We remain fully responsible for the accuracy, advice, and professional judgments made in your matter. CoPilot does not replace our expertise or duty of care.

Confidentiality and Data Protection Clause

Any information you share with us will remain fully confidential. We will not input any identifiable client data into CoPilot's public systems or platforms. Use of CoPilot takes place only in secure environments that comply with the strictest confidentiality and data protection standards.

Limitation of AI Clause

While CoPilot increases efficiency by streamlining repetitive or time-sensitive tasks, it is not infallible. It may produce errors or omit context. Our legal advisors will always verify and validate its output, using the tool only as an assistant and never as a substitute for human judgment or legal expertise.

Transparency and Client Consent Clause

By proceeding with our services, you consent to our use of CoPilot in this supportive capacity. If you would prefer we handle your matter without the assistance of such tools—or wish to discuss any aspect of their use—please let us know and we will accommodate your preference.

CLIENT AUTHORITY

Your continuing instructions in this matter will amount to your acceptance of these Terms and Conditions of Business.

STEPHENS SCOWN PRIVACY POLICY

VERSION 11

1. INTRODUCTION AND TERMS

Stephens Scown LLP ("We" or "us") are committed to protecting and respecting your personal data and privacy.

This privacy policy relates to how we use and collect personal data from you through your use of this website, our mobile application or when you purchase a product or service from us.

It also relates to our use of any personal information you provide to us by telephone, in written correspondence (including letter and email), by SMS and in person.

Please note that this website, our mobile application is not intended for children under the age of 18 and we do not knowingly collect data relating to children through this channel.

Whenever you provide personal data, we are legally obliged to use your information in line with all applicable laws concerning the protection of such information; including the Data Protection Act 1998 and 2018 (DPA), and The UK General Data Protection Regulation 2016 (UKGDPR) together, and with other subsequent laws passed to bring the UKGDPR in to effect in England and Wales after 31 December 2020 "**Data Protection Laws**".

This privacy policy is part of our terms of business and is not intended to override them (see clause 3). This policy may be amended or updated from time to time and any revisions will be posted to https://www.stephens-scown.co.uk/legal-notices/privacy-statement/.

2. WHO WE ARE AND HOW TO CONTACT US

2.1 For the purpose of the Data Protection Laws, the data controller is Stephens Scown LLP, registered company number OC356696. If you want to request more information about our privacy policy or information regarding data protection you should contact us using the details provided below:

FAO: Robert Brooks (Privacy Officer)

Stephens Scown LLP, Curzon House, Southernhay West, Exeter, Devon, EX1 1RS

Email: privacyofficer@stephens-scown.co.uk

Telephone: 01392 210700 and ask to speak to the Privacy Officer.

If you wish to use an AI note taker during a meeting or call, you must notify us at the start of the call and confirm that the note taker is yours.

We may also use transcription tools during our call/meeting.

Please note that the AI-generated notes will not be considered an accurate record of the meeting or discussion, as AI is not infallible and can produce inaccuracies.

We do not permit the use of recording devices when visiting any of our offices or taking part in online meetings. This includes wearable technology, mobile phones, cameras, or any other device capable of capturing audio, images or video.

3. THE DATA WE COLLECT ABOUT YOU

3.1 We collect and process personal data. Typically the personal data we collect and process will include identity, contract, financial, transactional, technical, profile, usage and marketing and communications data such as:

3.1.1 **Identity Data** includes first name, maiden name, last name, username or similar identifier, marital status, title, date of birth, gender and images.

3.1.2 **Contact Data** includes billing address, delivery address, email address and telephone numbers.

3.1.3 **Financial Data** includes bank account and payment card details.

3.1.4 **Employment** Your previous, current or future employment details.

3.1.5 **Transaction Data** includes details about payments to and from you and other details of products and services you have purchased from us.

3.1.6 **Technical Data** includes internet protocol (IP) address, your login data, browser type and version, time zone setting and location, browser plug-in types and versions, operating system and platform, and other technology on the devices you use to access this website.

3.1.7 **Profile Data** includes your username and password, purchases or orders made by you, your interests, preferences, feedback and survey responses.

3.1.8 **Usage Data** includes information about how you use our website, products and services.

3.1.9 **Marketing and Communications** data includes your preferences in receiving marketing from us and our third parties and your communication preferences.

3.1.10 **Monitoring** If you visit one of our offices your image may be recorded on CCTV for security purposes.

Please note that we may collect and/or process other personal data from time to time.

3.2 We also collect, use and share aggregated data, such as statistical or demographic data for any purpose. Aggregated data could be derived from your personal data, but is not considered to be personal data in law as it will not directly or indirectly reveal your identity. For example, we may aggregate your usage data to calculate a percentage of users accessing a specific feature of our services. However, if we combine or connect your aggregated data with your personal data so that it can directly or indirectly identify you, we treat the combined data as personal data which will be used solely in accordance with this policy.

3.3 We may collect the following **special categories of personal data** about you: details about your race or ethnicity, religious or philosophical beliefs, sex life, sexual orientation, political opinions, trade union membership, information about your genetic and biometric data.

3.4 Financial and criminal record data in relation to matter or as part of employment checks.

3.5 We only collect data from you directly or via third parties (see the section *Third Parties* below).

4. IF YOU FAIL TO PROVIDE PERSONAL DATA

Where we need to collect personal data by law, or under the terms of a contract we have with you, and you fail to provide that data when requested, we may not be able to perform the contract we have or are trying to enter into with you (for example, to provide you with our services). In this case, we may have to cancel a product or service you have with us but we will notify you if this is the case at the time.

5. HOW YOUR DATA WILL BE USED

5.1 We use information held about you to:

5.1.1 carry out our obligations arising from any contracts entered into between you and us and provide our services;

5.1.2 carry out feedback and research on our services; and

5.1.3 notify you about changes to our services.

5.2 We never sell your data to third parties.

5.3 We share your data with third parties where there is a legal obligation for us to do so or we have identified a valid lawful basis as set out in the table below (please also see clause 7 below, lawful basis). We may process your personal data without your knowledge or consent where this is required or permitted by law.

5.4 You can ask us or third parties to stop sending you marketing messages at any time by following the opt-out links on any marketing message sent to you.

5.5 We have set out below in a table format, a description of all the ways we plan to use your personal data, and which of the legal bases we rely on to do so. We have also identified what our legitimate interests are where appropriate. Note that we may process your personal data for more than one lawful ground depending on the specific purpose for which we are using your data. Please contact us if you need details about the specific legal ground we are relying on to process your personal data where more than one ground has been set out in the table below.

Purpose/Activity	**Type of data**	**Lawful basis for processing including basis of legitimate interest**
To register you as a new user and customer	(a) Identity (b) Contact	Performance of a contract with you
To process your enquiry before you are registered as a customer	(a) Identity (b) Contact	Necessary for our legitimate interests (to keep a record of your enquiry to pass on to relevant legal advisors)
To process and deliver our services including: (a) Manage payments, fees and charges (b) Collect and recover money owed to us (c) Provide legal services	(a) Identity (b) Contact (c) Financial (d) Transaction (e) Marketing and Communications (f) Special Category	(a) Performance of a contract with you (b) Necessary for our legitimate interests (to recover debts due to us) (c) Legal
To manage our relationship with you which will include: (a) Notifying you about changes to our terms or privacy policy (b) Asking you to leave a review or take a survey	(a) Identity (b) Contact (c) Profile (d) Marketing and Communications	(a) Performance of a contract with you (b) Necessary to comply with a legal obligation (c) Necessary for our legitimate interests (to keep our records updated and to study how customers use our products/services)
To enable you to partake in a prize draw, competition or	(a) Identity	(a) Performance of a contract with

complete a survey	(b) Contact (c) Profile (d) Usage (e) Marketing and Communications	you (b) Necessary for our legitimate interests (to study how customers use our products/services, to develop them and grow our business)
To administer and protect our business, this website (including troubleshooting, data analysis, testing, system maintenance, support, reporting and hosting of data) and our mobile application.	(a) Identity (b) Contact (c) Technical	(a) Necessary for our legitimate interests (for running our business, provision of administration and IT services, network security, to prevent fraud and in the context of a business reorganisation or group restructuring exercise) (b) Necessary to comply with a legal obligation
To deliver relevant website and mobile application content and advertisements to you and measure or understand the effectiveness of the advertising we serve to you – See Cookie Policy	(a) Identity (b) Contact (c) Profile (d) Usage (e) Marketing and Communications (f) Technical	Consent
To use data analytics to improve our website, mobile application, products/services, marketing, customer relationships and experiences	(a) Technical (b) Usage	Consent
To make suggestions and recommendations to you about goods or services that may be of interest to you	(a) Identity (b) Contact (c) Technical (d) Usage (e) Profile (f) Marketing and Communications	Necessary for our legitimate interests (to develop our products/services and grow our business) Consent – Via website forms.
Employment (working for Stephens Scown)	(a) Identity (b) Contact (c) Financial (d) Health (e) Criminal Records (f) Credit Checks	Performance of a contract with you. Employment. Legal. Necessary for our legitimate interests. Explicit Consent.

6. NEW TECHNOLOGIES

6.1 We make use of Microsoft Copilot as part of delivering our legal services, as set out in our terms of business. Copilot is fully integrated within our Microsoft 365 environment and operates exclusively within our secure tenancy. Accordingly, client data remains within our controlled systems at all times,

is not made publicly available, and is not used to train external or general AI models. Its use is governed by the same access controls, security measures, and professional confidentiality obligations that apply across all of our systems.

6.2 Copilot functions solely as a supporting tool within our work. All legal advice, drafting, and decision-making are carried out, reviewed, and led by our lawyers, with the same level of care, expertise, and professional judgement applied throughout. The tool is used to support efficiency—for example, by assisting with structuring or articulating content—but it does not replace legal skill, analysis, or oversight. All client materials are stored and managed within our internal document management systems, in the same manner as emails and other correspondence, with appropriate access restrictions, audit trails, and security protocols in place. We do not share client information with third parties unless this is necessary for the provision of our services and subject to appropriate contractual confidentiality and data protection safeguards

7. LAWFUL BASIS FOR PROCESSING

7.1 We only process your data (which may include providing it to a third party) where we have identified a valid lawful basis to do so. These are as follows:

7.1.1 **Consent** – Where possible, we will seek to obtain your consent to process your data outside our contractual obligations (see above) unless we have identified a Legitimate Interest (see below).

7.1.2 **Contractual –** Where processing is necessary for the performance of a contract with you.

7.1.3 **Legal obligation** – Where processing is necessary to comply with the law (e.g. safeguarding).

7.1.4 **Legitimate Interest** - Where we use legitimate interests we will record our decision on making this decision. We rely on legitimate interest where processing of the data we hold on you does not, in our opinion, affect your rights or freedoms and is proportionate to our interests e.g. our use of CCTV, keeping you up to date with legal updates, event invitations or obtaining your feedback on our service.

We may on rare occasions process your data where we have identified a valid lawful basis.

6.1.5 **Vital interests** – Where we need to protect someone's life.

6.1.6 **Public task** – Where processing is necessary for the performance of a task carried out in the public interest or in the exercise of official authority vested in the controller

8. THIRD PARTIES AND SHARING INFORMATION

8.1 We will keep your information within the organisation except where disclosure is required or permitted by law or when we use third party service providers (data processors) to supply and support our services to you.

We have contracts in place with our data processors. This means that they cannot do anything with your personal data unless we have instructed them to do so. They will not share your personal data with any organisation apart from us. They will hold it securely and retain it for the period we instruct.

8.2 Please see below the list which sets out the categories of recipients of personal data.

SERVICE PROVIDERS WHO MAY RECEIVE YOUR PERSONAL DATA
pport Services

Provider
e document disposal service
payment providers
and Vehicle Licensing Agency
and Vehicle Standards Agency
ntants
ors
ack aggregators and collectors
ty professionals (e.g. medical professionals)
ication and verification providers
Checks
hony 'call back' providers

8.3 In addition third parties may provide us with personal data and they should only do so where the law allows them to.

9. **WHERE YOUR DATA IS HELD**

Your data is stored by us and our processors in the UK, EEA or in a country where an adequacy decision has been made by the European Data Protection Board (EDPB). Where we or any of our service providers transfer your personal data outside of the EEA, we will ensure that all appropriate technological and organisational measures are in place to provide your data with the levels of protection as required under the Data Protection Laws.

10. **APPLICATIONS TO WORK FOR US**

If you apply to work for us (directly or indirectly) in any role we may receive data about you from third parties. In addition, we will keep the details of your application and any additional information provided to us by you or others during your application so that we can keep you informed of future opportunities that you may be interested in. If you do not wish for us to keep your details for this reason, please let us know by contacting us using the details provided in this policy.

Please note that we are required to undertake Disclosure Barring Service checks for certain applicants. If this is the case you will be notified. Criminal conviction data will not be stored for unsuccessful applicants.

11. **DATA RETENTION**

Our data retention policy is dictated by the Data Protection Laws and is available for inspection by submitting a written request using the contact details provided in this policy.

12. **YOUR RIGHTS**

12.1 Under the Data Protection Laws your rights are:

12.1.1 **To be informed** – We must make this privacy policy (sometimes referred to as a privacy notice) available with the emphasis on transparency over how we process your data.

12.1.2 **Access** – You are entitled to find out what details we may hold about you and why. We strive to be as open as we can be in terms of giving people access to their personal data. Individuals can find out if we hold any of their Personal Data by making a formal request under the Data Protection Laws. Such requests should be in writing to the contact details provided in this policy. If we do not hold information about you we will confirm this in writing at the earliest opportunity. If we do hold your personal data we will respond in writing within one calendar month of your request (where that request was submitted in accordance with this policy). The information we supply will:

(a) confirm that your data is being processed;

(b) verify the lawfulness and the purpose of the processing;

(c) confirm the categories of personal data being processed;

(d) confirm the type of recipient to whom the personal data have been or will be disclosed; and

(e) let you have a copy of the data in format we deem suitable or as reasonably required by you.

12.1.3 **Rectification** – We are obliged to correct or update your details. We will correct or update your data without delay provided you make the request in writing to the contact details provided in this policy, clearly specifying which data is incorrect or out of date.

12.1.4 **Erasure** – This is also known as the request to be forgotten. Under Data Protection Laws you have the right to erasure under specific circumstances. A request for your personal data to be deleted will be decided on a case by case basis and should be submitted in writing to the contact details provided in this policy.

12.1.5 **Restrict processing** – You have the right to 'block' or suppress the processing by us of your personal data.

12.1.6 **Portability** – You have the right to obtain and reuse your personal data that you have provided to us.

12.1.7 **Object** – You have the right to object to us processing your data in relation to direct marketing and or profiling.

12.1.8 **Rights in relation to automated decision making and profiling** – We do not use automatic decision making or profiling.

12.2 Please note that you may need to provide identification in order to prove who you are if you wish to invoke any of your rights as provided by the Data Protection Laws and as summarised above.

12.3 If you agree, we will try to deal with your request informally, for example by providing you with the specific information you need over the telephone.

13. CHANGES

We keep our privacy policy under regular review and you should check back regularly to ensure you are aware of changes to it. We may display this notice to you from time to time to help ensure you are aware of its contents.

14. COMPLAINTS

You have the right to complain about the processing of your personal data. Please contact us using the details provided above. If you are still unsatisfied you have the right to complain to the Information Commissioners Office.

15. INTRODUCTION AND TERMS

Stephens Scown LLP ("We" or "us") are committed to protecting and respecting your personal data and privacy.

This privacy policy relates to how we use and collect personal data from you through your use of this website, our mobile application or when you purchase a product or service from us.

It also relates to our use of any personal information you provide to us by telephone, in written correspondence (including letter and email), by SMS and in person.

Please note that this website, our mobile application is not intended for children under the age of 18 and we do not knowingly collect data relating to children through this channel.

Whenever you provide personal data, we are legally obliged to use your information in line with all applicable laws concerning the protection of such information; including the Data Protection Act 1998 and 2018 (DPA), and The UK General Data Protection Regulation 2016 (UKGDPR) together, and with other subsequent laws passed to bring the UKGDPR in to effect in England and Wales after 31 December 2020 "**Data Protection Laws**".

This privacy policy is part of our terms of business and is not intended to override them (see clause 3). This policy may be amended or updated from time to time and any revisions will be posted to https://www.stephens-scown.co.uk/legal-notices/privacy-statement/.

16. WHO WE ARE AND HOW TO CONTACT US

16.1 For the purpose of the Data Protection Laws, the data controller is Stephens Scown LLP, registered company number OC356696. If you want to request more information about our privacy policy or information regarding data protection you should contact us using the details provided below:

FAO: Robert Brooks (Privacy Officer)

Stephens Scown LLP, Curzon House, Southernhay West, Exeter, Devon, EX1 1RS

Email: privacyofficer@stephens-scown.co.uk

Telephone: 01392 210700 and ask to speak to the Privacy Officer.

If you wish to use an AI note taker during a meeting or call, you must notify us at the start of the call and confirm that the note taker is yours.

We may also use transcription tools during our call/meeting.

Please note that the AI-generated notes will not be considered an accurate record of the meeting or discussion, as AI is not infallible and can produce inaccuracies.

We do not permit the use of recording devices when visiting any of our offices or taking part in online meetings. This includes wearable technology, mobile phones, cameras, or any other device capable of capturing audio, images or video.

17. THE DATA WE COLLECT ABOUT YOU

17.1 We collect and process personal data. Typically the personal data we collect and process will include identity, contract, financial, transactional, technical, profile, usage and marketing and communications data such as:

17.1.1 **Identity Data** includes first name, maiden name, last name, username or similar identifier, marital status, title, date of birth, gender and images.

17.1.2 **Contact Data** includes billing address, delivery address, email address and telephone numbers.

17.1.3 **Financial Data** includes bank account and payment card details.

17.1.4 **Employment** Your previous, current or future employment details.

17.1.5 **Transaction Data** includes details about payments to and from you and other details of products and services you have purchased from us.

17.1.6 **Technical Data** includes internet protocol (IP) address, your login data, browser type and version, time zone setting and location, browser plug-in types and versions, operating system and platform, and other technology on the devices you use to access this website.

17.1.7 **Profile Data** includes your username and password, purchases or orders made by you, your interests, preferences, feedback and survey responses.

17.1.8 **Usage Data** includes information about how you use our website, products and services.

17.1.9 **Marketing and Communications** data includes your preferences in receiving marketing from us and our third parties and your communication preferences.

17.1.10 **Monitoring** If you visit one of our offices your image may be recorded on CCTV for security purposes.

Please note that we may collect and/or process other personal data from time to time.

17.2 We also collect, use and share aggregated data, such as statistical or demographic data for any purpose. Aggregated data could be derived from your personal data, but is not considered to be personal data in law as it will not directly or indirectly reveal your identity. For example, we may aggregate your usage data to calculate a percentage of users accessing a specific feature of our services. However, if we combine or connect your aggregated data with your personal data so that it can directly or indirectly identify you, we treat the combined data as personal data which will be used solely in accordance with this policy.

17.3 We may collect the following **special categories of personal data** about you: details about your race or ethnicity, religious or philosophical beliefs, sex life, sexual orientation, political opinions, trade union membership, information about your genetic and biometric data.

17.4 Financial and criminal record data in relation to matter or as part of employment checks.

17.5 We only collect data from you directly or via third parties (see the section *Third Parties* below).

18. IF YOU FAIL TO PROVIDE PERSONAL DATA

Where we need to collect personal data by law, or under the terms of a contract we have with you, and you fail to provide that data when requested, we may not be able to perform the contract we have or are trying to enter into with you (for example, to provide you with our services). In this case, we may have to cancel a product or service you have with us but we will notify you if this is the case at the time.

19. HOW YOUR DATA WILL BE USED

19.1 We use information held about you to:

19.1.1 carry out our obligations arising from any contracts entered into between you and us and provide our services;

19.1.2 carry out feedback and research on our services; and

19.1.3 notify you about changes to our services.

19.2 We never sell your data to third parties.

19.3 We share your data with third parties where there is a legal obligation for us to do so or we have identified a valid lawful basis as set out in the table below (please also see clause 7 below, lawful basis). We may process your personal data without your knowledge or consent where this is required or permitted by law.

19.4 You can ask us or third parties to stop sending you marketing messages at any time by following the opt-out links on any marketing message sent to you.

19.5 We have set out below in a table format, a description of all the ways we plan to use your personal data, and which of the legal bases we rely on to do so. We have also identified what our legitimate interests are where appropriate. Note that we may process your personal data for more than one lawful ground depending on the specific purpose for which we are using your data. Please contact us if you need details about the specific legal ground we are relying on to process your personal data where more than one ground has been set out in the table below.

Purpose/Activity	**Type of data**	**Lawful basis for processing including basis of legitimate interest**
To register you as a new user and customer	(a) Identity (b) Contact	Performance of a contract with you
To process your enquiry before you are registered as a customer	(a) Identity (b) Contact	Necessary for our legitimate interests (to keep a record of your enquiry to pass on to relevant legal advisors)
To process and deliver our services including: (a) Manage payments, fees and charges (b) Collect and recover money owed to us (c) Provide legal services	(a) Identity (b) Contact (c) Financial (d) Transaction (e) Marketing and Communications (f) Special Category	(a) Performance of a contract with you (b) Necessary for our legitimate interests (to recover debts due to us) (c) Legal
To manage our relationship with you which will include: (a) Notifying you about changes to our terms or privacy policy (b) Asking you to leave a review or take a survey	(a) Identity (b) Contact (c) Profile (d) Marketing and Communications	(a) Performance of a contract with you (b) Necessary to comply with a legal obligation (c) Necessary for our legitimate interests (to keep our records updated and to study how customers use our products/services)
To enable you to partake in a prize draw, competition or	(a) Identity	(a) Performance of a contract with

complete a survey	(b) Contact (c) Profile (d) Usage (e) Marketing and Communications	you (b) Necessary for our legitimate interests (to study how customers use our products/services, to develop them and grow our business)
To administer and protect our business, this website (including troubleshooting, data analysis, testing, system maintenance, support, reporting and hosting of data) and our mobile application.	(a) Identity (b) Contact (c) Technical	(a) Necessary for our legitimate interests (for running our business, provision of administration and IT services, network security, to prevent fraud and in the context of a business reorganisation or group restructuring exercise) (b) Necessary to comply with a legal obligation
To deliver relevant website and mobile application content and advertisements to you and measure or understand the effectiveness of the advertising we serve to you – See Cookie Policy	(a) Identity (b) Contact (c) Profile (d) Usage (e) Marketing and Communications (f) Technical	Consent
To use data analytics to improve our website, mobile application, products/services, marketing, customer relationships and experiences	(a) Technical (b) Usage	Consent
To make suggestions and recommendations to you about goods or services that may be of interest to you	(a) Identity (b) Contact (c) Technical (d) Usage (e) Profile (f) Marketing and Communications	Necessary for our legitimate interests (to develop our products/services and grow our business) Consent – Via website forms.
Employment (working for Stephens Scown)	(a) Identity (b) Contact (c) Financial (d) Health (e) Criminal Records (f) Credit Checks	Performance of a contract with you. Employment. Legal. Necessary for our legitimate interests. Explicit Consent.

20. **NEW TECHNOLOGIES**

20.1 We make use of Microsoft Copilot as part of delivering our legal services, as set out in our terms of business. Copilot is fully integrated within our Microsoft 365 environment and operates exclusively within our secure tenancy. Accordingly, client data remains within our controlled systems at all times,

is not made publicly available, and is not used to train external or general AI models. Its use is governed by the same access controls, security measures, and professional confidentiality obligations that apply across all of our systems.

20.2 Copilot functions solely as a supporting tool within our work. All legal advice, drafting, and decision-making are carried out, reviewed, and led by our lawyers, with the same level of care, expertise, and professional judgement applied throughout. The tool is used to support efficiency—for example, by assisting with structuring or articulating content—but it does not replace legal skill, analysis, or oversight. All client materials are stored and managed within our internal document management systems, in the same manner as emails and other correspondence, with appropriate access restrictions, audit trails, and security protocols in place. We do not share client information with third parties unless this is necessary for the provision of our services and subject to appropriate contractual confidentiality and data protection safeguards

21. LAWFUL BASIS FOR PROCESSING

21.1 We only process your data (which may include providing it to a third party) where we have identified a valid lawful basis to do so. These are as follows:

21.1.1 **Consent** – Where possible, we will seek to obtain your consent to process your data outside our contractual obligations (see above) unless we have identified a Legitimate Interest (see below).

21.1.2 **Contractual –** Where processing is necessary for the performance of a contract with you.

21.1.3 **Legal obligation** – Where processing is necessary to comply with the law (e.g. safeguarding).

21.1.4 **Legitimate Interest** - Where we use legitimate interests we will record our decision on making this decision. We rely on legitimate interest where processing of the data we hold on you does not, in our opinion, affect your rights or freedoms and is proportionate to our interests e.g. our use of CCTV, keeping you up to date with legal updates, event invitations or obtaining your feedback on our service.

We may on rare occasions process your data where we have identified a valid lawful basis.

6.1.5 **Vital interests** – Where we need to protect someone's life.

6.1.6 **Public task** – Where processing is necessary for the performance of a task carried out in the public interest or in the exercise of official authority vested in the controller

22. THIRD PARTIES AND SHARING INFORMATION

22.1 We will keep your information within the organisation except where disclosure is required or permitted by law or when we use third party service providers (data processors) to supply and support our services to you.

We have contracts in place with our data processors. This means that they cannot do anything with your personal data unless we have instructed them to do so. They will not share your personal data with any organisation apart from us. They will hold it securely and retain it for the period we instruct.

22.2 Please see below the list which sets out the categories of recipients of personal data.

SERVICE PROVIDERS WHO MAY RECEIVE YOUR PERSONAL DATA
pport Services

Provider
e document disposal service
payment providers
and Vehicle Licensing Agency
and Vehicle Standards Agency
ntants
ors
ack aggregators and collectors
ty professionals (e.g. medical professionals)
ication and verification providers
Checks
hony 'call back' providers

22.3 In addition third parties may provide us with personal data and they should only do so where the law allows them to.

23. **WHERE YOUR DATA IS HELD**

Your data is stored by us and our processors in the UK, EEA or in a country where an adequacy decision has been made by the European Data Protection Board (EDPB). Where we or any of our service providers transfer your personal data outside of the EEA, we will ensure that all appropriate technological and organisational measures are in place to provide your data with the levels of protection as required under the Data Protection Laws.

24. **APPLICATIONS TO WORK FOR US**

If you apply to work for us (directly or indirectly) in any role we may receive data about you from third parties. In addition, we will keep the details of your application and any additional information provided to us by you or others during your application so that we can keep you informed of future opportunities that you may be interested in. If you do not wish for us to keep your details for this reason, please let us know by contacting us using the details provided in this policy.

Please note that we are required to undertake Disclosure Barring Service checks for certain applicants. If this is the case you will be notified. Criminal conviction data will not be stored for unsuccessful applicants.

25. **DATA RETENTION**

Our data retention policy is dictated by the Data Protection Laws and is available for inspection by submitting a written request using the contact details provided in this policy.

26. **YOUR RIGHTS**

26.1 Under the Data Protection Laws your rights are:

26.1.1 **To be informed** – We must make this privacy policy (sometimes referred to as a privacy notice) available with the emphasis on transparency over how we process your data.

26.1.2 **Access** – You are entitled to find out what details we may hold about you and why. We strive to be as open as we can be in terms of giving people access to their personal data. Individuals can find out if we hold any of their Personal Data by making a formal request under the Data Protection Laws. Such requests should be in writing to the contact details provided in this policy. If we do not hold information about you we will confirm this in writing at the earliest opportunity. If we do hold your personal data we will respond in writing within one calendar month of your request (where that request was submitted in accordance with this policy). The information we supply will:

(a) confirm that your data is being processed;

(b) verify the lawfulness and the purpose of the processing;

(c) confirm the categories of personal data being processed;

(d) confirm the type of recipient to whom the personal data have been or will be disclosed; and

(e) let you have a copy of the data in format we deem suitable or as reasonably required by you.

26.1.3 **Rectification** – We are obliged to correct or update your details. We will correct or update your data without delay provided you make the request in writing to the contact details provided in this policy, clearly specifying which data is incorrect or out of date.

26.1.4 **Erasure** – This is also known as the request to be forgotten. Under Data Protection Laws you have the right to erasure under specific circumstances. A request for your personal data to be deleted will be decided on a case by case basis and should be submitted in writing to the contact details provided in this policy.

26.1.5 **Restrict processing** – You have the right to 'block' or suppress the processing by us of your personal data.

26.1.6 **Portability** – You have the right to obtain and reuse your personal data that you have provided to us.

26.1.7 **Object** – You have the right to object to us processing your data in relation to direct marketing and or profiling.

26.1.8 **Rights in relation to automated decision making and profiling** – We do not use automatic decision making or profiling.

26.2 Please note that you may need to provide identification in order to prove who you are if you wish to invoke any of your rights as provided by the Data Protection Laws and as summarised above.

26.3 If you agree, we will try to deal with your request informally, for example by providing you with the specific information you need over the telephone.

27. CHANGES

We keep our privacy policy under regular review and you should check back regularly to ensure you are aware of changes to it. We may display this notice to you from time to time to help ensure you are aware of its contents.

28. COMPLAINTS

You have the right to complain about the processing of your personal data. Please contact us using the details provided above. If you are still unsatisfied you have the right to complain to the Information Commissioners Office.

Sept 2026