

Freeths Trustees Limited

Terms of Business

We are a non-trading limited company and trust corporation, registered in England and Wales, company number 10006863 and our registered office is at 80 Mount Street Nottingham NG1 6HH.

We are a wholly owned subsidiary of Freeths LLP, a limited liability partnership registered at Companies House under registered number OC304688. If we use the word “partner” here or in any letter or e-mail we send you we mean a member of the limited liability partners of Freeths LLP.

We are authorised and regulated by the Solicitors Regulation Authority. You can find a copy of the SRA Handbook which includes the SRA Code of Conduct at www.sra.org.uk/handbook.

You can inspect a list of the names of the members of Freeths LLP and the names of the directors of Freeths Trustees Limited at our registered office during normal business hours.

1. Our appointment

- 1.1. Where Freeths Trustees Limited (“we”, “us”, “our”) is appointed (the “appointment”) to be:
 - 1.1.1. a Court appointed Deputy
 - 1.1.2. an attorney under a power of attorney (general or lasting)
 - 1.1.3. a personal representative in probate matters, or
 - 1.1.4. a trustee

we will engage the services of Freeths LLP to carry out legal work on our behalf in accordance with Freeths LLP’s terms of business for the time being. It is Freeths Trustees Limited that is appointed and not Freeths LLP or its directors, employees or consultants.
- 1.2. We do not charge for our appointment. Freeths LLP will charge for the work it does and its fees and expenses and payment terms will be in accordance with its terms of business.
- 1.3. Unless a particular way of communication has been agreed, we will choose whether we communicate in writing, in person, by phone, by e-mail or other agreed method of communication or instruct Freeths LLP to communicate on our behalf (see paragraph 6).
- 1.4. If more than one person appoints us, if at any time we feel that there is a conflict between some or all of those people, on any aspect of our appointment we will discuss that with them as necessary. Similarly, if a person feels at any time that there is such a conflict they should let us know.

2. Our liability

- 2.1. No single employee, director, consultant or member of ours accepts personal responsibility for any advice given or for work that we carry out in relation to our appointed role. No claim should be brought against any employee, director, consultant or member of Freeths Trustees Limited or Freeths LLP for services they provide on our behalf.
- 2.2. We do not accept that we have a legal responsibility to our appointor or to others in connection with our appointment (“the interested parties”) for any of the following losses, even if we had been told that people may suffer them:
 - 2.2.1. losses that could not have been expected when we were appointed;
 - 2.2.2. losses not caused by us breaking the terms of our appointment;
 - 2.2.3. business losses, including losses of any individual not acting for purposes of their trade, business, craft or profession may suffer; or
 - 2.2.4. damages, costs or losses linked to the loss of use or corruption of software, data or information.
- 2.3. If we are legally responsible, despite paragraphs 2.1 and 2.2, unless we agree separately with you in writing a further level of cover which might be appropriate to some case circumstances, we will pay you for any one claim (‘one claim’ defined as: (a) all claims against us arising from: (i) one act or omission; (ii) one series of related acts or omissions; (iii) the same act or omission, in a series of related matters or transactions; (iv) similar acts or omissions, in a series of related matters or transactions; and (b) all claims against us arising from one matter or transaction) no more than the minimum level of insurance cover we have to provide to satisfy the Solicitors Regulation Authority, this is £3 million (three million pounds) at the moment.
- 2.4. Nothing in these terms prevents any claim being brought against us by one or more of the interested parties for:
 - 2.4.1. death or personal injury; or
 - 2.4.2. any other liability that we cannot exclude or restrict by law or under our professional regulations.

- 2.5. We hold worldwide 'professional indemnity' insurance with Allianz Global Corporate and Specialty of 27 Leadenhall Street, London EC3A 1AA.
- 2.6. Each of our directors, members, employees and consultants, and those of Freeths LLP, is entitled to the benefit of these terms under the Contracts (Rights of Third Parties) Act 1999. However, we may change or end our terms without their individual consent.
- 2.7. Apart from what we say in paragraph 2.6, our terms cannot be enforced by one or more of the interested parties under the Contracts (Rights of Third Parties) Act 1999. This means nobody other us or either our or Freeths LLP's directors, members, employees and consultants has any right to enforce or rely on any term of our appointment.

3. Data protection and using data

- 3.1. Under data protection law we have given the Information Commissioner formal notice that we handle personal information.
- 3.2. We have to tell the interested parties about their rights under data protection law. Please see the Privacy Notice at the end of these terms of business.
- 3.3. As part of our appointment, we may need to reveal the personal information of one or more of the interested parties to other people. It is impossible to list everyone this includes because this will depend on the nature of the case. However, examples might include:
 - 3.3.1. the court;
 - 3.3.2. Freeths LLP and other people who are involved in the case;
 - 3.3.3. experts;
 - 3.3.4. barristers;
 - 3.3.5. legal agents or inquiry agents; or
 - 3.3.6. other service providers (such as typing services or services Freeths LLP uses to check your identity).
- 3.4. In some instances we may have a legal duty to release personal information about one or more of the interested parties. If we have to release personal information as part of our appointment, we will only release what is reasonable and appropriate. Please ask us if there are concerns about this. Please also see paragraph 5.
- 3.5. If we arrange to set up a company, we may have to release personal information to the companies that set it up and who provide director and secretarial services.
- 3.6. We might also need to share the personal information of one or more of the interested parties with companies or businesses that we control or are connected with us.
- 3.7. Some of our IT is managed by other organisations, which may process personal information for us. As a result, we may need to share with them personal information about one or more of the interested parties so they can maintain our IT systems, such as our electronic filing system and facilitate delivery of services or engagement with you. All these services are provided under a written contract with them to protect personal information and to keep it confidential.
- 3.8. We would like to keep our contacts up to date with information about us, our services, events and legal developments and issues that might interest them. Occasionally, we might also want to tell our contacts about services, products or events other companies offer. We will send an electronic communication to identify whether people would like to receive that information from us in the future and if so what and how they would like to receive it.

4. Money laundering and terrorist financing regulations

- 4.1. Where we are required to we will follow the Money Laundering, Terrorist Financing and Transfer of Funds (Information on the Payer) Regulations 2017. Freeths LLP will also follow the Regulations which may mean that it will do an independent identity

check on any of the interested parties with another service provider and we or Freeths LLP may ask for some form of personal or business documents (as required by the regulations) or to follow an online verification process. The service provider who carried out the check will record the fact that we or Freeths LLP have carried out a search and may also use the details from the search in the future to help other companies confirm people's identities. The provider may also reveal personal information about one or more of the interested parties to a credit reference agency to confirm identities. That agency may keep a record of the search, but they will not carry out a credit check and credit ratings will not be affected.

- 4.2. We have to continually keep to these regulations. There may be a delay in the work we are carrying out in relation to our appointment if you do not promptly provide the information we or Freeths LLP needs. None of us, our directors, members, employees or consultants, or the directors, members, employees or consultants of Freeths LLP, accept any liability to any of the interested parties for any loss or damage caused by that delay.
- 4.3. Solicitors must keep the affairs of clients confidential. However, we have a legal duty in certain circumstances to release information to the National Crime Agency (NCA) if we know or suspect that money laundering, terrorist financing or proliferation financing (providing funds or financial services that are used for producing, providing, having and using nuclear, chemical or biological weapons and their delivery systems) is involved. If this happens, we may not be able to tell that person that their information has been passed by us or Freeths LLP on to the NCA and we and Freeths LLP may have to stop working on your behalf for a period without telling you why.

5. Complaints

- 5.1. If there are any complaints about our appointment, the Freeths LLP lawyer handling the work involved as part of our appointment will aim to resolve things in the first instance.
- 5.2. If it is not felt that he or she has dealt with the complaint satisfactorily, the lawyer's head of the department should then be contacted.
- 5.3. If it is still felt that we have not dealt with the complaint satisfactorily, please contact the complaints partner identified in the engagement between us and Freeths LLP.
- 5.4. The names of the relevant head of department and complaints partner can be provided on request. Alternatively, complaints can be sent to Lucie Wigham, Head of Complaints, Cumberland Court, 80 Mount Street, Nottingham, NG1 6HH or emailed to complaints@freeths.co.uk.
- 5.5. When we receive a complaint, receipt will be confirmed within seven days and it will be investigated within 28 days. At this point, a written response will be sent with the results of our investigation.
- 5.6. If after that it is felt that the way we have handled the complaint is not satisfactory, the Legal Ombudsman can be asked to consider the complaint.
- 5.7. 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, you must take your complaint to them within six months of receiving a final response to your complaint from us, and within one year from the date that:
 - 5.7.1. you first made your complaint about the act (or failure to act); or
 - 5.7.2. you should have known about the act (or failure to act) that your complaint is about
- 5.8. If you would like more information about the Legal Ombudsman, please contact them.
Visit: www.legalombudsman.org.uk.
Call: 0300 555 0333 between 9am to 5pm
Email: enquiries@legalombudsman.co.uk
Write: Legal Ombudsman, PO Box 6167, Slough SL1 0EH

- 5.9. Freeths LLP will operate a similar complaints policy in the context of our engagement of Freeths LLP as part of our appointment and it may be that any complaint is handled through Freeths LLP complaints policy.

6. Using electronic communications (an e-mail or a text message or a multimedia message)

- 6.1. If we have been provided with e-mail addresses or mobile phone numbers, it is agreed that we can communicate through electronic communication using Freeths LLP's IT and electronic communications systems. We will also use electronic communication as a way of communicating with interested parties and others in relation to our appointment. We may also make portal or log-on based facilities available which allow electronic communication and access to information relating to your case. You agree that by logging on or accessing any facilities made available, we can contact you via those services.
- 6.2. Where electronic communication services are facilitated by third parties, they may be subject to third-party terms of business and of use which are in addition to these Terms of Business. Access to and use of electronic communication services created by or made available to support a Freeths service are subject to these Terms of Business but may also be subject to additional terms of use.
- 6.3. However, it is important to realise the following:
- 6.3.1. We have no control over the internet or telecommunications systems.
- 6.3.2. We cannot guarantee that whoever receives any electronic communication that we send will receive it within a reasonable time, if at all.
- 6.3.3. We do not accept responsibility if:
- a anyone changes any electronic communication that we send after we send it;
 - b we do not receive any electronic communication that anyone sends to us;
 - c we do not receive, within the relevant time, any urgent electronic communication that anyone sends;
 - d anyone changes any electronic communication sent to us before we receive it; or
 - e anyone does not receive any electronic communication that we send.
- 6.3.4. The networks we use to send electronic communication do not guarantee their security or delivery standards. As a result, we cannot give any guarantees about these matters.
- 6.3.5. We try to make sure that our e-mails, and their attachments, do not contain viruses by using virus-checking software and services. However, we do not guarantee our e-mail to be virus-free and strongly recommend that any e-mail that we send is checked for viruses by the recipient before opening it.
- 6.4. If there are any concerns about the security and confidentiality of using electronic communication, please discuss this with us. We may be able to use or facilitate use of password-protected attachments or codes, or secure data-transfer services.

7. When our appointment ends

- 7.1. Our appointment will continue until it is ended in accordance with the terms of the appointment.
- 7.2. If the appointment ends for whatever reason, all sums due to us or to Freeths LLP must be paid up until that time and in connection with the ending of the appointment. We will keep all papers and documents until payment is received. If either we or

Freeths LLP have to take steps to remove either or both of ourselves from the court record, that cost must also be paid for as part of the finalisation of our appointment.

8. Confidentiality

- 8.1. We will keep all information about any of the interested parties confidential at all times unless:
 - 8.1.1. that person tells us to release information;
 - 8.1.2. we have to release information by law; or
 - 8.1.3. we must release information because of the nature of the work that we are carrying out.
- 8.2. Our obligation of confidentiality in paragraph 8.1 does not apply to personal information if:
 - 8.2.1. the public has access to it (other than through us breaking our obligation in paragraph 8.1); or
 - 8.2.2. we already had the information before our appointment; or
 - 8.2.3. another person or organisation, with full authority, has given it to us.
- 8.3. All communications are confidential and may also be protected by 'legal professional privilege' which means that no one can be forced to reveal them to anyone else (even the court) except in very limited circumstances. We recommend that our communications and advice are not revealed to anyone else. However, if they are revealed then the privilege or right of confidentiality in them may be lost.
- 8.4. We may use an auditor to occasionally assess our appointments. When these audits take place, we need to allow the auditor to randomly choose a sample of files to audit. We will protect the confidentiality of any file chosen by the auditor.

9. Changing these terms

Any changes in these terms will be confirmed in writing.

10. Invalid terms

If any of these terms is, or at any stage in the future becomes invalid, illegal or cannot be enforced in law, it will not affect the other terms which will stay in force.

11. Law

If there is a dispute about these terms the courts of England and Wales will be the only courts with the power to deal with the dispute and English law will apply.

April 2024

Privacy Notice

Freeths Trustees Limited is a limited company registered in England and Wales with company number 10006863 and our registered office at 80 Mount Street, Nottingham NG1 6HH. We are regulated by the Solicitors Regulation Authority.

Freeths Trustees Limited is registered with the Information Commissioner's Office (ICO), the UK data protection regulator, and will be the 'data controller' for the purposes of data-protection laws in relation to any personal information we hold about you.

We are fully committed to client confidentiality and protecting the personal information in our care. A member of Freeths LLP has been appointed as our Information Officer and representative for data-protection matters.

- Deryck Houghton, Partner
- Email: gdpr@freeths.co.uk
- Phone: 0345 009 4028

Freeths LLP is certified under ISO 27001 (the internationally recognised data and information security standard) and accredited to the UK Government's Cyber Essentials security standards.

We (through Freeths LLP) will need to deal with ('process') personal information relating to clients and other persons connected with the cases and other matters we deal with (an "**Individual**"), so that we can provide legal services.

This privacy notice explains what we will do with that information and the legal rights of Individuals in relation to personal information under the data protection laws which may apply.

Personal Information – and why we need it

We may need to collect some personal information about an Individual so we can provide our services, and create and maintain proper records. This information may include a person's:

- full name;
- date of birth;
- address (business and personal);
- email address;
- phone number; and
- financial details.

We will also need to gather other personal details that are relevant to the work that we are asked to do.

You must tell us if any of your details change, so we can make sure the information we have about you is accurate and up to date.

We collect and use your personal information to provide services to you. If you do not provide personal information we ask for, it may delay or prevent us from providing those services.

Data-protection laws say that we have to have a legal basis for processing someone's personal information. In most cases, we will only process an Individual's personal information:

- so we can carry out our appointment, or to take any steps we are asked or directed to take before taking on an appointment;
- as necessary to keep to any legal obligations we may have (for example, to check their identity, which we need to do under anti-money laundering laws); or

- where necessary for our legitimate interests or those of someone else, as long as those interests take priority over the rights of the individual in the circumstances.

Freeths LLP has produced a table setting out [what it and we use your personal data for and why](#) which you can find at www.freeths.co.uk.

If none of these reasons applies, we may have to ask an Individual for their specific permission. If they give their permission they can withdraw it at any time.

Depending on the type of appointment or the advice needed, we might also need to collect or handle more sensitive or 'special category' information about an Individual, such as:

- racial or ethnic origin;
- political opinions;
- religious or philosophical beliefs;
- trade union membership;
- genetic information;
- identifiable physical, physiological or behavioural characteristics (for example a facial image or fingerprints);
- health;
- sex life or sexuality.

We will:

- only collect or handle this personal information if necessary for the proper performance of our appointment;
- ask an Individual for their specific written permission to process this type of information when required by law; and
- tell the Individual why and how the information will be used.

If we collect personal information about an Individual from someone else we will tell the Individual:

- what that information is; and
- where it has come from

unless the Individual already has that information, or we cannot inform the Individual for legal reasons.

If the information we hold about them is wrong or incomplete, an Individual can ask us to correct it (see 'Rights of Individuals' below).

If we are allowed by law, we may use an Individual's details to contact them with information about our services or legal developments we think may interest them. An Individual can tell us at any time not to send them these messages.

Consent

If we have asked for specific permission (consent) to have and use personal information, the Individual can withdraw that consent at any time by contacting the lawyer at Freeths LLP dealing with our appointment or by phoning us or emailing us.

- Phone: 0345 009 4028
- Email: postmaster@freeths.co.uk.

This will not affect any processing of an Individual's personal information carried out before consent was withdrawn.

We will ask the Individual some questions to check their identity, and to allow us to note in our records that they have withdrawn their consent.

If an Individual wants to withdraw permission for receiving marketing communications, they can do this by:

- using the 'unsubscribe facility' in the communication itself (emails);
- emailing us on our web page at unsubscribe@freeths.co.uk; or
- contacting us using the above phone number or email address.

Children

If we are processing personal information for a child (a person under the age of 13 years), we will need the permission of the child's guardian. If the child is over 13 years, we will need the child's permission.

The lawyer from Freeths LLP dealing with the appointment will be able to discuss this in more detail.

Sharing personal information with others

We may have to pass on personal information to other people or organisations during our appointment. These might include:

- barristers;
- other solicitors we instruct to carry out work on our behalf;
- in legal proceedings – the court and others required by law or by the rules or order of the court;
- medical practitioners and specialists;
- other experts and professionals; and
- other trusted suppliers (such as our IT Service providers).

Whenever possible, we will only share an Individual's personal information with a third party on a confidential basis. If we do share information, we will keep to Freeths LLP's ISO 27001 data-security standards.

An Individual's personal information stored on our information systems may be seen by external providers of technical services, if they need access to those systems to fix a technical problem or support our business.

All our service providers must keep to confidentiality obligations agreed with them.

The lawyer from Freeths LLP dealing with an appointment will be able to say why, when and with whom we will share an Individual's personal information.

We will never sell or share an Individual's personal information for marketing purposes.

Transferring personal information to another country

If the work we are doing means we need to transfer personal information to another country, we will discuss this with the Individual beforehand.

We may sometimes have to give our technical service providers access to our information systems and the information stored on them, which may include an Individual's personal information. Depending on the circumstances, the people who get access to that information might be outside the UK and the European Economic Area. However, any access they have will be controlled by a contract which keeps to UK data-protection laws.

How long do we keep personal information?

We will usually have to keep personal information even after we have completed the work we are asked to do. We will need to keep an Individual's personal information for different time periods, in

line with policies in force at the time, to protect our legal interests and to meet our legal and regulatory obligations. How long we keep an Individual's personal information for will depend on the nature of the case, the type of services we provide and the purpose (or purposes) for which we collected the information. We usually keep information for at least six years after we have completed the work we are asked to do.

Individuals can ask the lawyer from Freeths LLP dealing with an appointment for more details about these specific periods.

Rights of individuals

- Right of access – the right to ask for a copy of the personal information we hold.
- Right of rectification – the right to correct any information we hold about the Individual that is not accurate or complete.
- Right to be forgotten – in certain circumstances, the right to ask for personal information we hold about them to be erased from our records.

(If we have another legal obligation to keep personal information which would mean that we could not do this, we will explain that in our response to such a request.)

- Right to restriction of processing – in certain circumstances, an Individual might be able to restrict how we process their information.
- Right of portability – if we hold certain types of personal information an Individual may have the right to have it transferred to another organisation.
- Right to object – the right to object to certain types of processing, such as direct marketing.
- Right to object to important decisions being made about that Individual, or anything about them being evaluated, by an automated process without any human involvement.

We may also be required to send such requests to anyone else with whom we have shared that Individual's personal information, and we will always try to respond to an Individual within one month of receiving their request.

How to complain

If an Individual wants to make a complaint about how we are processing their personal information, or they are not satisfied with how we have handled their complaint, they can raise the matter direct with our Information Officer, or with the ICO.

Freeths LLP Information Officer:

Deryck Houghton, Member

Freeths LLP
Cumberland Court
80 Mount Street
Nottingham
NG1 6 HH

Phone: 0345 009 4028

Email: gdpr@freeths.co.uk

Information Commissioner's Office:

Wycliffe House
Water Lane
Wilmslow
Cheshire
SK9 5AF

Phone: 0303 123 1113 or 01625 545 745

Website: ico.org.uk/concerns/handling/