



SOLICITOR

*With you every step of the way*

## KJ COX SOLICITOR TERMS AND CONDITIONS OF BUSINESS APRIL 2022

This document (which may also be referred to as our “Terms” or “retainer”) sets out the contractual relationship between us.

We are **KJ Cox Solicitor**, which is a trading name of **KJ Cox Solicitor Limited**, a company registered in England and Wales under **Company Number 13380291**.

Our trading address is The BASE, 60 Barbados Road, Bordon, Hampshire, GU35 0FX

Your continuing instructions after delivery of these Terms will amount to your acceptance of them and so it is important that you read through these terms carefully and let us know immediately if you have any queries.

### 1 About Us

1.1 We are authorised and regulated by the Solicitors Regulation Authority (**Firm Number 818914**)

You may contact the Solicitors Regulation Authority on 0370 606 2555 or by writing to the at The Solicitors Regulation Authority, The Cube, 199 Wharfside Street, Birmingham, B1 1RN.

1.2 VAT is applicable to our charges. Our **VAT registration number is: 388 3063 69**.

1.3 Our liability to you shall be limited to three million pounds (£3,000,000.00) for any one claim. We shall not be liable for any consequential, special, or any damages, costs of losses attributed to lost profits or opportunities.

1.4 Our usual office hours are **09:00am to 17.00pm, Monday to Friday** (except Bank and Public Holidays). Appointments can be arranged at other times by prior agreement. You will be notified in good times of any Christmas or other office closures.

1.5 You may contact us by email, however emails sent outside of office hours may not be picked up until the following day.

1.6 We do not accept service of documents by email.

1.7 We are unable to offer financial advice, broker or provide credit agreements.

1.8 We hold client money in the Natwest Bank which is regulated by the Financial Conduct Authority (FCA). We are not liable for any losses you suffer as a result of any such banking institution being unable to repay depositors in full.

1.9 We are Family Law and Private Client specialists and may refuse to take instructions on disciplines for which we do not have the authority to practice, expertise and/or insurance cover.

### 2 Our obligations to you

2.1 We are committed to maintaining the highest level of service. We will conduct your matter with reasonable skill, care and attention and will communicate with you in plain language.

2.2 We will update you by telephone or in writing (letter or email) with progress reports at regular intervals and when we have news to report. Such up-dates are chargeable.

2.3 We will explain the legal work required and advise you of any timescales, the cost and the possible implications so that you may make informed decision at every stage of your matter. We will also offer regular Cost Reviews as well as detailed Cost Estimates prior to any Hearing or Conference. These up-dates are chargeable.

2.4 We will update you regarding costs by sending regular invoices. You may raise enquires as to the items charged for on our invoices and we will respond to these as expeditiously as possible. We will not charge for reasonable enquires regarding invoices or for processing invoices.

2.5 We will try to avoid changing the people who handle your matter but if this cannot be avoided, we will tell you promptly of any change and why it may be necessary.

2.6 The Managing Director of the firm with final responsibility for all work undertaken is Kellie – Jayne Cox.

### 3 Your Obligations to Us

3.1 You agree to:

3.1.1 Provide us with clear, timely and concise instructions. You shall also provide us with documentation and information as requested in a timely and orderly manner. You accept that failure to do so may hinder our ability to conduct your matter for which you agree we shall not be liable for any loss as a consequence. You agree that failure to provide instructions/documentation may also lead to us terminating our retainer with you.

3.2 You agree to be liable for fees incurred dealing with disorderly or excessive amounts of documentation. You agree that you will be liable for fees incurred chasing you for instructions or documentation.

3.3 You agree to safeguard any documents that may be required for your matter (including documents that may be required for disclosure).

3.4 You agree that you will discharge all invoices rendered immediately and, in any event, not later than 30 days after being rendered.

3.5 You agree that you will satisfy all requests for payments on account.

3.6 You agree that failure to discharge our invoices or make sufficient payments on account may lead to a suspension of legal services or us terminating our retainer with you.

3.7 You agree that where we have suspended services because you have failed to discharge an invoice or make sufficient payment on account that we shall not be liable for any loss arising as a consequence.

3.8 You will treat our staff Solicitors, staff and agents with respect. We appreciate emotions can be high in family dispute, but we do not tolerate abusive, aggressive or threatening behaviour directed at our staff. We will terminate our retainer with you in instances where your behaviour or attitude causes our staff and agents distress or makes an ongoing relationship untenable.

#### 4. Legal Aid and Funding Assistance

4.1 We do not offer services funded by Legal Aid. If, during your matter is becomes apparent to us that you may be eligible for Legal Aid, we will notify you. In the meantime, you may wish to check your own eligibility online at <https://www.gov.uk/check-legal-aid>.

4.2 You should make your own enquires into any financial products or Union membership you hold which may offer assistance towards your legal fees.

#### 5. How our charges are calculated

5.1 There are three main elements in relation to the legal costs of any matter:

5.1.1 Our charges (to which VAT will be applied)

5.1.2 Expenses payable to third parties (known as disbursements)

5.1.3 Costs that you must pay to another party.

5.2 Payment for our services is not contingent upon outcome.

5.3 Our charges will include all time it has taken to carry out your instructions as well as out peripheral duties and responsibilities. These include adherence to the Solicitors Code of Conduct and rules pertaining to data protection.

5.4 Our charges will typically include (but not be limited to):

5.4.1 attending to you/others (in person, on the telephone or via some other form of communication including SKYPE, ZOOM, Teams or conferencing)

5.4.2 supervision by senior staff overseeing tasks and duties delegated to junior staff in the progression of your case

5.4.3 considering and preparing documentation, forms and other pleadings

5.4.4 considering and researching legislation, case law and regulations that may be pertinent to your matter

5.4.5 considering and preparing correspondence (which includes emails) pertinent to your matter

5.4.6 collating documents and photocopying for pleadings, disclosure, release of files, Court Bundles or Briefs to Counsel

5.4.7 administrative tasks attributed to the provision of legal services (as outlines at 5.3 above) including undertaking anti-money laundering checks, file reviews and cost reviews

5.4.8 preparing for, travel to, waiting at and attending Court Hearings, Tribunal, Mediation Sessions, Conference with Counsel. Round Table Meetings or any other event we are instructed to represent you at

5.4.9 dealing with litigation funders or third-party funders as to the status or progression of your matter

5.5 Travel and waiting times are charged at half the hourly rate plus VAT for the Fee earner undertaking the specific task.

5.6 Mileage (if applicable) is charged out at £0.45 per mile plus VAT (Totalling £0.54 per mile).

5.7 You agree that in instances where there is urgency, or where we are required to set aside other work in order to deal with your matter as a priority, or where we are required to work outside normal office hours, then normal charging rate may (at our discretion) be increased by up to 50% to reflect this. This will be recorded on our invoices as "Care and Conduct" and may be applied without notice where it is appropriate.

5.8 Our time is centrally recorded on a computerised time recording system and is calculated in 6-minute increments known as "units". Our different levels of Solicitor attract different hourly rates (all rates quoted are not of VAT). The rates we apply to our Solicitors are in line with the recommendations of the Supreme Court Costs Office:

Category	Fee Rate
Director	£250
Associate Solicitor and Consultants	£225
Solicitors and Chartered Legal Executives	£200
Graduate CILEx, Trainee Solicitors and Paralegals	£195

5.9 Grades of solicitor are based on how many years of post-qualification experience they have. We are always willing to have a conversation with clients or potential clients about the cost of legal services and negotiate a suitable charge out rate based on their circumstances and the work to be done.

5.10 Our hourly rates are reviewed annually in April. Should our charges increase, you will be given not less than 28 days' notice.

5.11 Hourly rates for individual solicitors may change from time to time, depending on qualifications and seniority. In the event of any increase, you will be given not less than 28 days' notice.

5.12 Where you have been given notice of an increase and continue to instruct us and incur legal fees, you will be deemed to have accepted the increase. Increases to hourly rates will not affect cost estimates previously given in relation to your matter.

5.13 If, for any reason, this matter does not proceed to completion, we will be entitled to charge you for work done and expenses incurred.

#### 6. Disbursements

6.1 You agree that you will discharge the cost and VAT of any third-party expenses paid out or incurred on your behalf which may include (but not limited to) Land Registry fees, Court fees, Counsel fees, The National Will Register fees, Courier costs and expert fees. You agree that where demanded, you will pay the cost of such third-party expenses before they are incurred. In this regard, see 3.6 above.

6.2 **Counsel's Fees** – Counsel fees are incurred when a Barrister is instructed to represent you at a Court Hearing, attend you in Conference or provide an Opinion/Advice. The level of Counsel's fee will vary depending on seniority and the work required, Should Counsel be required in your matter we will discuss this with you.

6.3 If you are dissatisfied with the service provided by Counsel, you may instruct us to assist you to make a complaint to Chambers or the Legal Ombudsman, You agree to pay our fees for doing so.

6.4 Where Counsel is required you agree to let us have payment on account of their likely fees no later than 14 days prior to the Hearing or Conference, irrespective of whether or not papers have been received by Counsel.

6.5 Where Counsel is booked for a Hearing or Conference and then stood down less than 7 days before the event, their Chambers may still charge a Brief Fee. You agree you will discharge any Brief Fee incurred.

6.6 **Court Fees** The impact of any likely Court Fee will be included in any Cost Estimate given to you.

## 7. Billing Policy

7.1 You accept that we can only give estimates based on the work ordinarily anticipated in the circumstances known to us at the time the estimate was given. You agree that in the event there has been work undertaken not ordinarily required of a matter such as yours or if there have been unexpected delays, complication or protraction, that you will discharge full amount of the legal fees incurred by you notwithstanding our original estimate.

7.2 Any interim bill we send you will be a self-contained invoice for the work done during the period it covers. We will send you a final bill at the end of your matter which will cover our work from the date of the last interim bill. It is intended that our interim bills are enforceable in the event they are not discharged.

7.3 You have the right to challenge any interim bill or the final bill by applying to the Court to assess our costs under Part III of the Solicitors Act 1974. The time limit for making an application is one month from the date of the delivery of the bill.

7.4 Notwithstanding your right under any relevant data protection act to access "personal data" held by us, you agree that we are permitted to exercise a lien over your file all the while there remains outstanding fees owed to us (billed or unbilled). This is known as a Solicitors' Lien.

7.5 If you have any queries regarding an invoice or an item listed on the schedule, please let us know **within 5 days of receiving the invoice**. Enquiries should be directed in the first instance to the Solicitor dealing with your matter.

7.6 You agree that invoices will be deemed to have been accepted by you as correct and valid in the event you have not raised enquiries pursuant to 7.5 above.

7.7 You further agree to discharge our invoices immediately and in any event within 30 days. You also agree that you will pay interest on any overdue amounts at the rate of 8% per annum where required.

7.8 VAT will be applied to our invoices and where applicable we will include any disbursements (payments to third parties) incurred on your behalf pursuant to above.

7.9 You agree that we may off set any monies received/held on your behalf against any sums due from you whatsoever and howsoever arising.

7.10 You agree that we will suspend our services in the event there are legal fees outstanding or overdue and you further agree that we shall not be liable for any loss or damage arising from delays caused by failures to settle our invoices as described herein.

## 8 Payment on Account

8.1 We will typically request a payment on account at the outset of the matter and then again in anticipation of substantial work being required or prior to incurring a disbursement on your behalf, You agree that until we have received the required amount requested, we are not compelled to undertake any work on your behalf or that the work we do undertake may be limited to the amount held on account at any given time.

8.2 Where we hold the sum in excess of £1,000 on account for a period in excess of 14 days, interest shall be payable at the UK bank base rate less 1.5%. Should the bank base rate be 1.5% or less, interest payable shall be 0%.

8.3 Any money received on your behalf will be held in our Client Account. Subject to certain minimum amounts and periods of time set out in the Solicitors' Accounts Rules 1998, interest will be calculated and paid to you at the rate from time to time payable in accordance with the Solicitors' Account Rules 1998. The period for which interest will be paid will normally run from the date on which funds are received by us until the date of issue of any cheque from our Client Account.

## 9 Making Payments

9.1 Payments in relation to invoices or payments on account may be made with a valid debit or credit card (over the telephone) or via BACS to Natwest Bank, Account name - KJ Cox Solicitor Limited, Account number 48391018, Sort Code 60 01 13 or by cheque (made payable to KJ Cox Solicitor Limited).

9.2 We do not accept cash payments exceeding £500 in any 28-day period. Cash cannot be paid directly into our bank account.

9.3 In the event a third party makes payment on your behalf we will require them to undergo our anti-money laundering checks. Until these checks are satisfied, we reserve the right not to accept payments and to demand them from you instead.

## 10 Costs that you may have to pay to another party/ recovery of costs

10.1 Depending on the outcome of your case and the stage at which it concludes you may be entitled to recover some of your legal costs from the other party (legal fees, VAT and possibly disbursements). If costs cannot be agreed, then the Court may be asked to make an assessment.

10.2 It would be unusual for an Order to be made allowing you to recover all your legal costs, Further, the other party may be incapable or unwilling to pay your costs or may be legally aided. In instances where a Court Order is made in your favour for costs, you agree to discharge your legal costs to us in the first instance and to then seek reimbursement at your own cost from your opponent by enforcing the Cost Order you have been awarded. You acknowledge that there is nothing in these Terms that compel us to take steps to enforce a Cost Order awarded in your favour.

10.3 If the outcome of the case is not favourable to you it is possible that you will have to pay the other party's costs as well as your own. In these circumstances, you agree that you will discharge your legal costs to us **before** you discharge any liability you have under a Cost Order.

## 11 Complaints Policy

11.1 We are committed to resolving any queries or complaints regarding our service as swiftly as possible and if you have any concerns as to the manner in which your matter is being dealt with, please first raise this with the solicitor advising you. If you would prefer, you may direct your concerns to the Director Kellie-Jayne Cox.

11.2 We will endeavour to deal with your query or concern as quickly as possible. However, where you or we escalate a concern to a "formal complaint" we will have up to eight weeks to consider your complaint in detail and respond.

11.3 If we have not resolved your complaint within this time or if we have not resolved your complaint to your satisfaction. You may ultimately complain to the Legal Ombudsman at PO Box 6806, Wolverhampton, WV1 9WJ or <http://legalombudsman.org.uk/helping-the-public>. You may wish to call the Legal Ombudsman on 0300 555 0333 or you can email [enquiries@legalombudsman.org.uk](mailto:enquiries@legalombudsman.org.uk)

11.4 Please note, there is nothing in contract law allowing you to withhold payment of legal fees pending resolution of a query/concern/complaint and you agree to settle any outstanding fees owed to us within the terms of our Billing Policy as detailed above notwithstanding whether you have a complaint pending with us or the Legal Ombudsman.

11.5 You acknowledge that you have been notified that you should refer a complaint to the Legal Ombudsman within six months of receiving our final written response.

11.6 Alternative complaints bodies exist although we are not members of any Scheme, and we do not agree to use an alternative complaint body.

11.7 If we are unable to resolve your complaint, and it relates to a contract we entered into online or by other electronic means, you may be able to submit your complaint to a certified alternative dispute resolution provider in the UK via the EU 'ODR platform' <http://ec.europa.eu/odr>

11.8 A hard copy of our Complaints Procedure is available upon request.

## 12 Solicitors Act Charge

12.1 You acknowledge that we may apply to the Court under s73 of the Solicitors Act 1974 for a charge on any property or assets recovered as a result of litigation (including family litigation) which we have acted for you in relation to in the event of unpaid legal fees.

12.2 In the absence of a Charge under the Solicitors Act 1974, you agree that we may deduct from any monies received on your behalf any sums due from you whatsoever and howsoever arising before sending the balance on to you.

## 13 Duties to the Court

13.1 KJ Cox Solicitor is a regulated legal practice, and our solicitors have a duty to uphold the rule of law and the proper administration of justice. We must comply with our duties to the Court, even in instances where they conflict with our obligations to clients.

This means that our solicitors will not:

- 13.1.1 Attempt to deceive or knowingly or recklessly mislead the court
- 13.1.2 Be complicit in any another person deceiving or misleading the court
- 13.1.3 Place ourselves in contempt of court

- 13.1.4 Make or offer payments to witnesses who depend on their evidence or the outcome of the case
- 13.1.5 We must also comply with Court Orders that put obligations on the firm and ensure that evidence relating to sensitive issues is not misused.
- 13.1.6 If you ask us to act in a way which is contrary to our professional ethics. Unlawful or immoral. We reserve the right to refuse to act in the manner instructed or even to cease acting for you.

## 14 Storage of Documents

14.1 KJ Cox Solicitor operates a paperless office as far as possible. This means that your file is stored in a cloud-based system, which can only be accessed by employees of the Firm and is protected in accordance with online IT security and authentication processes.

14.2 Following completion of your matter, your file will be retained for a period of 6 years before being destroyed. Any original papers that you have supplied us with will be returned to you either during your matter or at the point your file is closed.

14.3 You are entitled to keep your own file of papers and if you wish to receive these, please let the solicitor dealing with your matter have your request in writing.

14.4 You agree that once papers are released by us, they will become your responsibility and we will not be under an obligation to take the papers back nor will we be responsible for any loss of damage arising.

14.5 You agree that we may keep our own copy of files released for regulatory and insurance purposes.

14.6 If papers are released to you or a third party, you agree to reimburse us the copying cost and a reasonable sum to reflect the time taken to produce a copy file.

14.7 We reserve the right to withhold your papers and reserve a lien over your file in the event our fees or associated disbursements remain unpaid and contrary to our terms of business.

## 15 Confidentiality, GDPR and Data Protection

15.1 We are committed to ensuring that client confidentiality remains one of our highest priorities. All staff employed by KJ Cox Solicitor will have access to your information and in addition external firms or organisations may conduct audit checks on this practice and its files. Further details may be given on request.

15.2 Any external firms or organisations who may be given access to your file will be required to maintain confidentiality. That said, if you would rather your file was not audited by external firms or organisations, please let Kellie-Jayne Cox know by email.

15.3 There may be times when other companies or people are engaged by us to undertake typing, photocopying or other work on your file. These individuals will be bound by the same rules of confidentiality as our own staff. That said, if you would rather your file was not audited by external firms or organisations, please let Kellie-Jayne Cox know by email.

15.4 Kellie – Jayne Cox is the appointed Data Protection Officer registered with the ICO. A copy of our GDPR Policy can be provided to you at the outset of your instructions on request.

15.5 Please note that wherever possible, all communications will be conducted via telephone and email as the firm aims to operate on a paperless basis where possible. This also heightens confidentiality and efficiency for clients.

15.6 Please be alert to any email scams. Throughout your matter the Firm's bank details will never change unless we expressly inform you, so please be mindful of potential fraud alerts as solicitors can often be targeted in this way.

15.7 Data protection law requires us to advise you that your personal data is held on our database. Please see our Privacy Notice on our website, which sets out in more detail how we deal with your personal data. If you need a hard copy of this, please contact the solicitor responsible for your matter. You will note in this Privacy Notice that we take your privacy seriously and will only use your personal information to administer your account, and to provide the products and services you have requested from us.

## **16 Terminating your retainer**

16.1 You may end your instructions to us in writing at any time. Where you have exercised this right, you agree that we may retain your papers and documents all the while there is still money owed to us for fees and expenses.

16.2 You acknowledge that we reserve the right to cease acting for you only with good reason and regardless, in the event you breach the terms herein.

16.3 In the event we terminate our retainer with you, you agree to pay our charges up until that point and where required up to and including any application to come off the Court Record.

16.4 Under the Consumer Protection (Distance Selling) Regulations 2000, for some non-business instructions, you may have the right to withdraw, without charge, within seven working days of the date on which you asked us to act for you. However, if we start work with your consent within that period, you lose that right to withdraw. Your acceptance of these terms and conditions of business will amount to such a consent. If you seek to withdraw instructions, you should give notice by telephone, e-mail or letter to the Solicitor responsible for your work. The Regulations require us to inform you that the work involved is likely to take more than 30 days.

## **17 Anti-Money Laundering Policy**

17.1 We employ an Anti-Money Laundering Policy in relation to areas of work where this is mandatory under the Money Laundering, Terrorist Financing and Transfer of Funds (Information on the Payer) Regulations 2017 as well as where it is not.

17.2 Under this policy, we require satisfactory evidence as to the identity of our clients which will also include any party discharging legal fees on their behalf. You agree to comply with any requests we may make, and you agree that we will not undertake work or accept payment until our requirements are satisfied.

17.3 We have a professional and legal duty to keep your affairs confidential. However should an occasion arise where any of the firm's staff suspect a transaction may involve money laundering or terrorist financing, it may be reported to our Money Laundering Reporting Officer who in turn may make a disclosure to the National Crime Agency. If a disclosure is necessary, we may not be able to inform you that it has been made, or of the reasons for it. Where the law permits us, we will tell you about any potential money laundering problems and explain what action we may need to take.

17.4 KJ Cox Solicitors have partnered with **Thirdfort** to give our clients the flexibility to complete the necessary identity checks in an efficient, timely and secure manner. **Thirdfort** is an FCA regulated business that use cutting edge ID verification technology and bank level encryption to allow clients to complete the enhanced ID verification process from the comfort of their own home in a matter of minutes using their smartphone.

## **18 Costs and General Clauses**

18.1 You agree that you will indemnify us our reasonable costs and expenses incurred on a contractual basis in the event enforcement action is necessary should you breach these terms.

18.2 It is agreed if any part of these terms are found to be wholly or partly illegal, invalid or unenforceable that clause or part will be severed from these terms and will be ineffective without modifying any other terms herein.

18.3 It is further agreed that no failure or delay on our part in exercising rights, powers or remedies available to us will be deemed a waiver of any breach.

18.4 Our retainer and any dispute or claim arising out of it will be governed by the laws of England and Wales and subject to the exclusive jurisdiction of the English and Welsh Courts.

18.5 Unless otherwise agreed, and subject to the application of the current hourly rates, these Terms and Conditions of Business shall apply to any future instructions given by you to this firm.

18.6 Where we act for two or more clients jointly it is on the clear understanding that we are authorised to act on instructions from either, both or any of them.

18.7 Your continuing instructions in this matter will amount to an acceptance of these Terms and Conditions of Business. However, it may not be possible for us to start work on your behalf until one copy of them has been signed and returned to us for us to keep on our file.

## **19 Limited companies**

19.1 When accepting instructions to act on behalf of a limited company, we may require a Director and/or controlling shareholder to sign a form of personal guarantee in respect of the charges and expenses of this firm. If such a request is refused, we will be entitled to stop acting and to require immediate payment of our charges on an hourly basis and expenses as set out earlier.

## **20 Tax advice**

20.1 Any work that we do for you may involve tax implications or necessitate the consideration of tax planning strategies. We may not be qualified to advise you on the tax implications of a transaction that you instruct us to carry out, or the likelihood of them arising. If you have any concerns in this respect, please raise them with us immediately. If we can undertake the research necessary to resolve the issue, we will do so and advise you accordingly. If we cannot, we may be able to identify a source of assistance for you.

## 21 Financial services and insurance contracts

21.1 If, while we are acting for you, you need advice on investments, we may have to refer you to someone who is authorised by the Financial Services Authority, as we are not. However, as we are regulated by the Solicitors Regulation Authority, we may be able to provide certain limited investment services where these are closely linked to the legal work we are doing for you.

21.2 We are not authorised by the Financial Services Authority. However, we are included on the register maintained by the Financial Services Authority so that we can carry on insurance mediation activity, which is broadly the advising on, selling and administration of insurance contracts. Insurance mediation activities and investment services, including arrangements for complaints or redress if something goes wrong, are regulated by the Solicitors Regulation Authority. The register can be accessed via the Financial Services Authority website at [www.fsa.gov.uk/register](http://www.fsa.gov.uk/register).

## 22. Distance Selling

### 22.1 Right to cancel

You have the right to cancel this contract within 14 days without giving any reason. The cancellation period will expire after 14 days from the day of the conclusion of the contract. To exercise the right to cancel, you must inform us of your decision to cancel this contract by a clear statement. You should do this by emailing us at [Kellie@kjcox.co.uk](mailto:Kellie@kjcox.co.uk) (marking the email for the attention of your solicitor) or writing to the Office you have been dealing with.

To meet the cancellation deadline, it is sufficient for you to send your communication concerning your exercise of the right to cancel before the cancellation period has expired.

### 22.2 Effects of cancellation

If you cancel this contract, we will reimburse to you all payments received from you unless you asked us to start work during the cancellation period (*see below 'Asking us to start work during the cancellation period'*). We will make the reimbursement without undue delay and not later than 14 days after we have received a signed notice of authority to release payment. You will be reimbursed using the same means of payment as you used for the initial transaction unless you have expressly agreed otherwise. You will not incur any fees as a result of the reimbursement.

22.3 Asking us to start work during the cancellation period. We will not start work during the cancellation period unless you expressly request us to. In most cases, if you ask us to start work during the cancellation period, you will not lose your right to cancel. If you subsequently cancel during the cancellation period, we can charge you for the work we have done on a pro-rata basis. This will be an amount which is in proportion to what has been performed, until you told us you wished to cancel, in comparison with the full coverage of the contract. You will, however, lose the right to cancel and will have to pay in full once the contract has been fully performed (i.e. we complete the work) even if this happens within the cancellation period.

## 23 COVID – 19

23.1 In line with Government guidance, Kellie-Jayne Cox is continuously monitoring how the firm operates during the COVID – 19 pandemic. At the present time, most meetings will continue to take place online or over the telephone. If a face-to-face meeting is to take place at our office, this will be strictly by appointment only and we will set out safety measures in advance of any meetings. This is to ensure the on-going safety of all clients and staff. If meetings are to take place remotely, we must also continue to be mindful of confidentiality and ensure that all meetings are conducted appropriately.

23.2 Please note that because of COVID–19, the Courts are experiencing significant delays and therefore clients can expect for hearings to be delayed, adjourned, or simply take longer to process matters. We will endeavour to manage your expectations in this regard but unfortunately, we expect this to be the case for some time.

I/we confirm that I/we have read and understand KJ Cox Solicitor Terms and Conditions of Business.

By signing below, I/we confirm that I/we agree to be bound by the terms within KJ Cox Solicitor Terms and Conditions of Business.

Signed .....

Print name .....

Signed .....

Print name .....

Date .....



SOLICITOR

*With you every step of the way*

We will pass your personal data on to third parties such as Barristers or Mediators for the purpose of assisting us to fulfil our obligations to you under our retainer with you.

We will also pass your personal data on to third parties such as companies we outsource work to which may include (but not be limited to) accountants, archive and storage companies and information technology consultants, to satisfy our legal obligations and other legitimate interests. We will endeavour to ensure that any such company treats your data with the same level of respect and diligence as we are compelled to.

We will not transfer your information outside of the European Economic Area (EEA) without consulting with you first.

We may share personal information with law enforcement or other authorities if required by applicable law.

We will not share your personal information with any other third party except where provided for in this Privacy Notice.

### **WHAT INFORMATION MUST BE PROVIDED BY YOU**

The provision of personal data such as your name, address and date of birth is required from you to enable us to accept instructions to act on your behalf on a legal matter or to provide you with legal advice generally. Further information may be required from you as your matter progresses and whilst you may withhold this data, doing so will have an impact on the extent of the services we can provide. We will inform you at the point of collecting information from you, whether you are required to provide the information to us.

### **HOW LONG DO WE KEEP YOUR PERSONAL INFORMATION?**

We will hold your personal data for as long as it takes us to complete the purpose for which it was provided to us and thereafter, we will be required to retain this information by applicable UK tax law for a further 6 years. We may retain this information for longer if you do not tick the boxes in the mailing list consent sections below.

### **YOUR RIGHTS:**

You have a number of important rights which may be exercised free of charge. In summary, those include rights to:

- fair processing of information and transparency over how we use your personal information
- access to your personal information and to certain other supplementary information that this Privacy Notice is already designed to address
- require us to correct any mistakes in your information which we hold
- require the erasure of personal information concerning you in certain situations
- receive the personal information concerning you which you have provided to us, in a structured, commonly used and machine-readable format and have the right to transmit those data to a third party in certain situations
- object at any time to processing of personal information concerning you for direct marketing
- object to decisions being taken by automated means which produce legal effects concerning you or similarly significantly affect you

## **PRIVACY NOTICE**

Please read this privacy notice carefully as it contains important information about how we collect, store, use and share personal information. It also sets out your rights in relation to your personal information and on how to contact us and supervisory authorities in the event you have a complaint.

### **WHO WE ARE**

KJ Cox Solicitor Limited trading as KJ Cox Solicitor collects, uses and is responsible for certain personal information about you. When we do so we are regulated under the General Data Protection Regulation which applies across the European Union (including in the United Kingdom) and we are responsible as 'controller' of that personal information for the purposes of those laws. In time, it is envisaged that the requirements of the GDPR will take the form of a new Data Protection Act however at the time of preparing this Notice the Act has not been given assent.

Please contact Kellie-Jayne at The BASE, 60 Barbados Road, Bordon, Hampshire, GU35 0FX/ [kellie@kjcox.co.uk](mailto:kellie@kjcox.co.uk), if you have any questions about this privacy notice or the information we hold about you.

### **THE PERSONAL INFORMATION WE COLLECT AND USE**

While providing legal services, we collect categories of personal data when you provide it to us. We may also obtain personal data pertinent to you from other sources which may be given explicitly or gleaned from documentation provided during our dealings with you. By personal data we mean data such as (but not limited to) names, addresses, telephone numbers, email addresses, dates of birth, occupations etc.

### **WHY WE COLLECT AND HOW WE USE YOUR PERSONAL INFORMATION**

We will collect and use your personal information either because you have given specific consent or:

- to otherwise satisfy our obligations to you under our retainer with you; and/or
- to comply with our legal obligations; and/or
- where it is necessary to perform a task in the public interest or exercise of any official authority we may have; and/or
- to further any other legitimate interests pursued by us or by a third party, except where such interests are overridden by your interests/fundamental rights/freedoms which require protection of personal data.

### **SHARING YOUR PERSONAL INFORMATION**

We will not sell or pass on your personal data to third parties where this might or where the intention is for this information to be used for marketing initiatives.

- object in certain other situations to our continued processing of your personal information
- otherwise restrict our processing of your personal information in certain circumstances
- claim compensation for damages caused by our breach of any data protection laws

For further information on each of those rights, including the circumstances in which they apply, see the Guidance from the UK Information Commissioner's Office (ICO):

<https://ico.org.uk/for-organisations/guide-to-the-general-data-protection-regulation-gdpr/individual-rights/>

## EXERCISING YOUR RIGHTS

If you would like to exercise any of those rights, please email, call or write to Kellie-Jayne at The BASE, 60 Barbados Road, Bordon, Hampshire, GU35 0FX/ [kellie@kjcox.co.uk](mailto:kellie@kjcox.co.uk). In doing so, please:

- let us have enough information to identify you
- let us have proof of your identity and address (such as a copy of your photo driving licence or passport AS WELL as a recent utility or credit card bill).
- let us know the information to which your request relates

## KEEPING YOUR PERSONAL INFORMATION SECURE

We have appropriate security measures and working practices in place to prevent personal information from being accidentally lost, used or accessed in an unauthorised way. We limit access to your personal information to those who have a legitimate need to know it. Those processing your information will do so only in an authorised manner and are subject to a duty of confidentiality. This duty of confidentiality arises not only out of the data protection regulations, but also out of our professional Code of Conduct:

<https://www.sra.org.uk/solicitors/standardsregulations/cod-e-conduct-solicitors/>

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

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

## HOW TO COMPLAIN ABOUT USE OF YOUR DATA

We hope that our Managing Director Kellie-Jayne Cox can resolve any query or concern you raise about our use of your information. Failing that, you may lodge a complaint the Information Commissioner who may be contacted at <https://ico.org.uk/concerns/> or telephone: 0303 123 1113. If you have a complaint about how we have provided our legal services, please ask us about our Complaints Policy.

## CHANGES TO THIS PRIVACY NOTICE

This privacy notice was revised in February 2022 and supersedes any Privacy Policy or Privacy Notice.

We may change this privacy notice from time to time, when we do, we will inform you via email or written correspondence.

## MAILING LIST CONSENT (NOT MARKETING)

We would like to send you occasional news and updates about our services by email, phone and post using the details provided to us by you.

**We will always treat your personal details with the utmost respect and never sell them to or share them with other organisations for marketing purposes.**

If you do not wish to join our mailing list, simply tick one or more of the boxes listed below.

**No**, I/we would not like to receive news and updates from KJ Cox Solicitor via:

- email
- text message [and other electronic means]
- phone
- post

You can unsubscribe at any time by contacting us at The BASE, 60 Barbados Road, Bordon, Hampshire, GU35 0FX/[kellie@kjcox.co.uk](mailto:kellie@kjcox.co.uk)

## MARKETING CONSENT

We would like to send you information about offers, promotions and campaigns by email, phone and post using the details provided to us by you.

We will always treat your personal details with the utmost respect and never sell them to or share them with other organisations for marketing purposes. If you do not agree to being contacted in this way, please tick the relevant boxes below.

**No**, I/we would not like to receive information about offers, promotions and campaigns from KJ Cox Solicitor via:

- email
- text message [and other electronic means]
- phone
- post

You can unsubscribe at any time by contacting us at The BASE, 60 Barbados Road, Bordon, Hampshire, GU35 0FX/[kellie@kjcox.co.uk](mailto:kellie@kjcox.co.uk)

## CONSENT FOR SPECIFIC PROCESSING

This document or notice, eg Privacy Notice explains the ways in which we intend to process your data. We do not need your consent when we process your personal data for the purpose of fulfilling our contractual obligations to you, complying with our own legal obligations, or for our own legitimate interests.

However, some of our processing activities do need your consent. You do not have to give consent and our service is not conditional on you giving consent. You can withdraw your consent at any time by contacting us at The BASE, 60 Barbados Road, Bordon, Hampshire, GU35 0FX/[kellie@kjcox.co.uk](mailto:kellie@kjcox.co.uk)