

Standard Terms of Business & Privacy Notice

Updated November 2018

STANDARD TERMS OF BUSINESS

1 Applicable Law

- 1.1 Our engagement letter, the schedule of services and our standard terms and conditions of business are governed by and should be construed in accordance with English law. Each party agrees that the courts of England will have exclusive jurisdiction in relation to any claim, dispute or difference of opinion concerning this engagement letter and any matter arising from it. Each party irrevocably waives any right to object to any action being brought in those Courts, to claim that the action has been brought in an inappropriate forum, or to claim that those Courts do not have jurisdiction.
- 1.2 We will not accept responsibility if you act on advice previously given by us without first confirming with us that the advice is still valid in light of any change in the law or in your circumstances. We will accept no liability for losses arising from changes in the law, or the interpretation thereof, that occur after the date on which the advice was given.

2 Client identification

- 2.1 As with other professional services firms, we are required to identify our clients for the purposes of the UK anti-money laundering legislation. We may request from you, and retain, such information and documentation as we require for these purposes and/or make searches of appropriate databases. If we are not able to obtain satisfactory evidence of your identity, we will not be able to proceed with the engagement.

3 Clients' Money

- 3.1 We may from time to time hold client money on your behalf. Such money will be held in trust in a client bank account, which is segregated from the firm's funds. An example of such funds would be tax repayments claimed on your behalf. The account will be operated, and all funds dealt with, in accordance with the Clients' Money Regulations of the Institute of Chartered Accountants in England and Wales. In order to avoid excessive administration, interest will only be paid to you where the amount would be in excess of £25 calculated using Bank of England base rate.
- 3.2 We will return monies held on your behalf promptly as soon as there is no longer any reason to retain those funds. If any funds remain in our client account that are unclaimed and the client to which they relate has remained untraced for five years or we as a firm cease to practise, then we may pay those monies to a registered charity.
- 3.3 We are required under ICAEW's Client Money Regulations to appoint an alternate to administer the client bank account in the event of the death or incapacity of the Principal.

4 Commissions and other benefits

- 4.1 In some circumstances we may receive commissions or other benefits for introductions to other professionals or in respect of transactions which we arrange for you. Where this happens we will notify you in writing of the amount and terms of payment and receipt of any such commissions or benefits.

5 Complaints and suggestions

- 5.1 If you would like to talk to us about how we could improve our service to you, or if you are unhappy with the service you are receiving, please let us know by telephoning our Practice Director, Jenny Horner.

- 5.2 We will carefully consider any complaint you may make about our service as soon as we receive it and do all we can to explain the position to you. If we do not answer your complaint to your satisfaction, you may of course take up the matter with our professional body, The Institute of Chartered Accountants in England and Wales.
- 5.3 In the unlikely event that we cannot meet our liabilities to you, you may be able to claim compensation under the Chartered Accountants' Compensation Scheme.

6 Confidentiality

- 6.1 Communication between us is confidential and we shall take all reasonable steps to keep confidential your information except where we are required to disclose it by law, by regulatory bodies, by our insurers or as part of an external regulatory review. We may utilise the services of various third parties to assist in the work undertaken and we may make available to them confidential client information as necessary. Third parties may include organisations based locally and/or overseas.
- 6.2 You agree that, if we act for other clients who are or who become your competitors, to comply with our duty of confidentiality it will be sufficient for us to take such steps as we think appropriate to preserve the confidentiality of information given to us by you, both during and after this engagement. These may include taking the same or similar steps as we take in respect of the confidentiality of our own information.
- 6.3 In addition, if we act for other clients whose interests are or may be adverse to yours, we will manage the conflict by implementing additional safeguards to preserve confidentiality.
- 6.4 You agree that the effective implementation of such steps or safeguards as described above will provide adequate measures to avoid any real risk of confidentiality being impaired.
- 6.5 We may, on occasion, subcontract work on your affairs to other tax or accounting professionals. The subcontractors will be bound by our client confidentiality terms. You may additionally need to consider your data protection responsibilities.
- 6.6 If we use external or cloud-based systems, we will ensure confidentiality of your information is maintained.
- 6.7 All or any specialist third parties involved in your affairs will be bound by our client confidentiality terms.
- 6.8 Unless you inform us otherwise we will presume the right, for the purpose of training or for other business purpose, to mention the fact that you are a client. As stated above we will not disclose any confidential information.

7 Conflicts of interest

- 7.1 We will inform you if we become aware of any conflict of interest in our relationship with you or in our relationship with you and another client unless we are unable to do so because of our confidentiality obligations. Where conflicts are identified which cannot be managed in a way that protects your interests then we regret that we will be unable to provide further services.
- 7.2 If there is a conflict of interest that is capable of being addressed successfully by the adoption of suitable safeguards to protect your interests then we will adopt those safeguards. In resolving the conflict, we would be guided by ICAEW's Code of Ethics, which can be viewed at icaew.com/en/membership/regulations-standards-and-guidance/ethics. Where possible this will be done on the basis of your informed consent. We reserve the right to provide services for other clients whose interests are not the same as yours or are adverse to yours subject of course to the obligations of confidentiality referred to above.

8 Data Protection

8.1 In this clause (8), the following definitions shall apply:

- “Client personal data” means any personal data provided to us by you, or on your behalf, for the purpose of providing our services to you, pursuant to our engagement letter with you;
- “Data protection legislation” means all applicable privacy and data protection legislation and regulations including PECR, the GDPR and any applicable national laws, regulations and secondary legislation in the UK relating to the processing of personal data and the privacy of electronic communications, as amended, replaced or updated from time to time;
- “Controller”, “data subject”, “personal data” and “process” shall have the meanings given to them in the data protection legislation;
- “GDPR” means the General Data Protection Regulation ((EU) 2016/679); and
- “PECR” means the Privacy and Electronic Communications (EC Directive) Regulations 2003 (SI 2426/2003).

8.2 We shall each be considered an independent data controller in relation to the client personal data. Each of us will comply with all requirements and obligations applicable to us under the data protection legislation in respect of the client personal data.

8.3 You shall only disclose client personal data to us where:

- You have provided the necessary information to the relevant data subjects regarding its use (and you may use or refer to our privacy notice available at the end of these Terms of Business and on our website – www.stonebridgestewart.co.uk).
- You have a lawful basis upon which to do so which, in the absence of any other lawful basis, shall be with the relevant data subject’s consent; and
- You have complied with the necessary requirements under the data protection legislation to enable you to do so.

8.4 Should you require any further details regarding our treatment of personal data, please contact our Data Protection Point of Contact, Jenny Horner.

8.5 We shall only process the client personal data:

- In order to provide our services to you and perform any other obligations in accordance with our engagement with you;
- In order to comply with our legal or regulatory obligations; and
- Where it is necessary for the purposes of our legitimate interests and those interests are not overridden by the data subjects’ own privacy rights. Our privacy notice (available at the end of these Terms of Business and on our website) contains further details as to how we may process client personal data.

8.6 For the purpose of providing our services to you, pursuant to our engagement letter, we may disclose the client personal data to our regulatory bodies or other third parties (for example, our professional advisors or service providers). We will only disclose client personal data to a third party provided that the transfer is undertaken in compliance with the data protection legislation.

8.7 We shall maintain commercially reasonable and appropriate security measures, including administrative, physical and technical safeguards, to protect against unauthorised or unlawful processing of the client personal data and against accidental loss or destruction of, or damage to, the client personal data.

8.8 In respect of the client personal data, provided that we are legally permitted to do so, we shall promptly notify you in the event that:

- We receive a request, complaint or any adverse correspondence from or on behalf of a relevant data subject, to exercise their data subject rights under the data protection legislation or in respect of our processing of their personal data;
- We are served with an information, enforcement or assessment notice (or any similar notices), or receive any other material communication in respect of our processing of the client personal data from a supervisory authority as defined in the data protection legislation (for example in the UK, the Information Commissioner's Officer); or
- We reasonably believe that there has been any incident which resulted in the accidental or unauthorised access to, or destruction, loss, unauthorised disclosure or alteration of, the client data.

8.9 Upon the reasonable request of the other, we shall each co-operate with the other and take such reasonable commercial steps or provide such information as is necessary to enable each of us to comply with the data protection legislation in respect of the services provided to you in accordance with our engagement letter with you in relation to those services.

9 Disengagement

9.1 Should we resign or be requested to resign we will normally issue a disengagement letter to ensure that our respective responsibilities are clear. Should we have no contact with you for a period of eighteen months or more we may issue to your last known address a disengagement letter and hence cease to act.

10 Electronic communication and online filing requirements

10.1 Unless you instruct us otherwise we may communicate with you and undertake online filing of documents with third parties on your behalf by electronic means. Recipients are responsible for virus checking and other safeguards applying to electronic storage of data.

10.2 With electronic communication there is a risk of non-receipt, delayed receipt, inadvertent misdirection or interception by third parties. We use virus-scanning software to reduce the risk of viruses and similar damaging items being transmitted through electronic data. However electronic communication is not totally secure and we cannot be held responsible for damage or loss caused by viruses nor for communications which are corrupted or altered after despatch. Nor can we accept any liability for problems or accidental errors relating to this means of communication especially in relation to commercially sensitive material. These are risks to be borne in return for greater efficiency and lower costs. We do however take precautions to protect personal information by either sending it through our Secure Document Exchange or using password protected documents (attached to emails) wherever possible. If you do not wish to accept these risks please let us know and we will communicate by paper mail, other than where electronic submission is mandatory.

10.3 For the avoidance of doubt we will take responsibility for the electronic tagging and filing (iXBRL) of financial statements and corporation tax returns, if applicable to your affairs.

10.4 We will also use your email address to send you our newsletter and access our Secure Document Exchange via our website. It is in your legitimate interest to transfer documents safely and for us to be able to keep you up-to-date.

10.5 Any communication by us with you sent through the post system is deemed to arrive at your postal address two working days after the day that the document was sent.

11 Fees and payment terms

- 11.1 Our fees may depend not only upon the time spent on your affairs but also on the level of skill and responsibility and the importance and value of the advice that we provide, as well as the level of risk.
- 11.2 If we provide you with an estimate of our fees for any specific work, then the estimate will be an approximation rather than a contractually binding amount unless we specifically state that that will be the case.
- 11.3 Where requested we may indicate a fixed fee for the provision of specific services or an indicative range of fees for a particular assignment. It is not our practice to identify fixed fees for more than a year ahead as such fee quotes need to be reviewed in the light of events. If it becomes apparent to us, due to unforeseen circumstances, that a fee quote is inadequate, we reserve the right to notify you of a revised figure or range and to seek your agreement thereto.
- 11.4 In some cases, you may be entitled to assistance with your professional fees, particularly in relation to an investigation into your affairs by HM Revenue & Customs. Assistance may be provided through insurance policies you hold or via membership of a professional or trade body. Other than where such cover was arranged by or through ourselves you will need to advise us of any such insurance cover that you have. You will remain liable for our fees regardless of whether all or part are liable to be paid by your insurers.
- 11.5 Our invoices are due for payment upon presentation. Our fees are exclusive of VAT which will be added where it is chargeable. Any disbursements we incur on your behalf and expenses incurred in the course of carrying out our work for you will be added to our invoices where appropriate.
- 11.6 Unless otherwise agreed to the contrary, our fees do not include the costs of any third party, counsel or other professional fees. Should these costs be incurred to fulfil our engagement then such necessary additional charges may be payable by you.
- 11.7 We reserve the right to charge interest on late paid invoices at the rate of 8% above bank base rates under the Late Payment of Commercial Debts (Interest) Act 1998. We also reserve the right to suspend our services or to cease to act for you on giving written notice if payment of any fees is unduly delayed. We intend to exercise these rights only where it is fair and reasonable to do so.
- 11.8 If you do not accept that an invoiced fee is fair and reasonable you must notify us within 21 days of receipt, failing which you will be deemed to have accepted that payment is due.
- 11.9 If a client company, trust or other entity is unable or unwilling to settle our fees we reserve the right to seek payment from the individual giving us instructions on behalf of the client and you agree that we shall be entitled to enforce any sums due.

12 Implementation

- 12.1 We will only assist with implementation of our advice if specifically instructed and agreed in writing.

13 Intellectual property rights and use of our name

- 13.1 We will retain all intellectual property rights in any document prepared by us during the course of carrying out the engagement save where the law specifically provides otherwise.

13.2 You are not permitted to use our name in any statement or document you may issue unless our prior written consent has been obtained. The only exception to this restriction would be statements or documents that, in accordance with applicable law, are to be made public.

14 Internal disputes within a client

14.1 If we become aware of a dispute between the parties who own or are in some way involved in the ownership and management of the business, it should be noted that our client is the business and we would not provide information or services to one party without the express knowledge and permission of all parties. Unless otherwise agreed by all parties we will continue to supply information to the normal place of business for the attention of the directors or proprietors. If conflicting advice, information or instructions are received from different principals in the business we will refer the matter back to the board of directors or the partnership and take no further action until the board or partnership has agreed the action to be taken.

15 Interpretation

15.1 If any provision of our engagement letter, enclosed schedules or these terms of business is held to be void, then that provision will be deemed not to form part of the contract. In the event of any conflict between these terms of business and the engagement letter or appendices, the relevant provision in the engagement letter or schedules will take precedence.

16 Investment advice

16.1 Investment business is regulated by the Financial Services and Markets Act 2000. If, during the provision of professional services to you, you need advice on investments, we may have to refer you to someone who is authorised by the Financial Conduct Authority, as we are not. However, as we are licensed by the Institute of Chartered Accountants in England and Wales, we may be able to provide certain investment services where these are complementary to or arise out of the professional services we are providing to you.

16.2 Should we introduce you to an authorised professional third party (PTP), the PTP will take full responsibility for all aspects of compliance under any regulations required by the Financial Services and Markets Act 2000. We will act as introducers and are not authorised to offer alternative advice. As a result of our introducing you to a PTP we may receive commission. It is our policy as a firm to remit such commission to you, less a charge for work carried out assisting the adviser and yourself with tax or other factual information and support.

17 Lien

17.1 Insofar as we are permitted to do so by law or professional guidelines, we reserve the right to exercise a lien over all funds, documents and records in our possession relating to all engagements for you until all outstanding fees and disbursements are paid in full.

18 Limitation of liability

18.1 We will provide our services with reasonable care and skill. Our liability to you is limited to losses, damages, costs and expenses caused by our negligence or wilful default.

Exclusion of liability for loss caused by others

18.2 We will not be liable if such losses, penalties, surcharges, interest or additional tax liabilities are due to the acts or omissions of any other person or due to the provision to us of incomplete, misleading or false information or if they are due to a failure to act on our advice or a failure to provide us with relevant information.

Exclusion of liability in relation to circumstances beyond our control

18.3 We will not be liable to you for any delay or failure to perform our obligations under this engagement letter if the delay or failure is caused by circumstances outside our reasonable control.

Exclusion of liability relating to the discovery of fraud etc

18.4 We will not be responsible or liable for any loss, damage or expense incurred or sustained if information material to the service we are providing is withheld or concealed from us or misrepresented to us. This applies equally to fraudulent acts, misrepresentation or wilful default on the part of any party to the transaction and their directors, officers, employees, agents or advisers.

18.5 This exclusion shall not apply where such misrepresentation, withholding or concealment is or should (in carrying out the procedures which we have agreed to perform with reasonable care and skill) have been evident to us without further enquiry.

Indemnity of unauthorised disclosure

18.6 You agree to indemnify us and our agents in respect of any claim (including any claim for negligence) arising out of any unauthorised disclosure by you or by any person for whom you are responsible of our advice and opinions, whether in writing or otherwise. This indemnity will extend to the cost of defending any such claim, including payment at our usual rates for the time that we spend in defending it.

19 Limitation of Third Party rights

19.1 The advice and information we provide to you as part of our service is for your sole use and not for any third party to whom you may communicate it unless we have expressly agreed in the engagement letter that a specified third party may rely on our work. We accept no responsibility to third parties, including any group company to whom the engagement letter is not addressed, for any advice, information or material produced as part of our work for you which you make available to them. A party to this agreement is the only person who has the right to enforce any of its terms, and no rights or benefits are conferred to any third party under the Contracts (Rights of Third Parties) Act 1999.

20 Money Laundering

20.1 In common with all accountancy and legal practices the firm is required by the Proceeds of Crime Act 2002 and the Money Laundering Regulations 2007 to:

- maintain identification procedures for all new clients;
- maintain records of identification evidence obtained, and
- report, in accordance with the relevant legislation and regulations.

20.2 A duty under section 330 of the Proceeds of Crime Act 2002 (POCA) is imposed upon us to report to the Serious Organised Crime Agency (SOCA) if we know, or have reasonable cause to suspect, that you, or anyone connected with your business, are or have been involved in money laundering. Failure on our part to make a report where we have knowledge or reasonable grounds for suspicion constitutes a criminal offence.

20.3 The offence of money laundering is defined in the POCA and includes concealing, converting, using or processing the benefits of any activity that constitutes a criminal offence in the UK. It also includes involvement in any arrangement that facilitates the acquisition, retention, use or control of such benefit.

- 20.4 The law obliges us to report any suspicion of money laundering to SOCA without your knowledge or consent. We may commit a criminal offence of tipping off if we were to inform you that a report had been made. As a result, neither the firm's principals nor staff may enter into any correspondence or discussion with you regarding such matters.
- 20.5 We are not obliged to undertake work for the sole purpose of identifying suspicions of money laundering.

21 Period of engagement and termination

- 21.1 Unless otherwise agreed in the engagement letter, our work will begin when we receive your implicit or explicit acceptance of that letter. Except as stated in that letter we will not be responsible for periods before that date.
- 21.2 Each of us may terminate this agreement by giving not less than 21 days' notice in writing to the other party except where you fail to cooperate with us or we have reason to believe that you have provided us or HM Revenue & Customs with misleading information, in which case we may terminate this agreement immediately. Termination will be without prejudice to any rights that may have accrued to either of us prior to termination.
- 21.3 We reserve the right to terminate the engagement between us with immediate effect in the event of: your insolvency, bankruptcy or other arrangement being reached with creditors; an independence issue or change in the law which means we can no longer act; failure to pay our fees by the due dates; or either party being in breach of their obligations if this is not corrected within 30 days of being asked to do so.
- 21.4 In the event of termination of this contract, we will endeavour to agree with you the arrangements for the completion of work in progress at that time, unless we are required for legal or regulatory reasons to cease work immediately. In that event, we shall not be required to carry out further work and shall not be responsible or liable for any consequences arising from termination.

22 Professional Indemnity Insurance

- 22.1 In accordance with the Institute of Chartered Accountants in England and Wales disclosure requirements of the Provision of Services Regulations 2009, we hold professional indemnity insurance with the following company:

Royal & Sun Alliance plc, Leadenhall Court, 1 Leadenhall Street, London EC3V 1PP.

23 Professional rules and statutory obligations

- 23.1 We will observe and act in accordance with the bye-laws, regulations and ethical guidelines of the Institute of Chartered Accountants in England and Wales and will accept instructions to act for you on this basis. In particular you give us the authority to correct errors made by HM Revenue & Customs where we become aware of them. We will not be liable for any loss, damage or cost arising from our compliance with statutory or regulatory obligations. You can see copies of these requirements at www.icaew.com/en/members/regulations-standards-and-guidance.

24 Quality Control

- 24.1 As part of our ongoing commitment to providing a quality service, our files are periodically reviewed by an independent regulatory or quality control body. These reviewers are highly experienced professionals and are bound by the same rules for confidentiality as our Principal and staff.

24.2 When dealing with HMRC on your behalf we are required to be honest and to take reasonable care to ensure that your Returns are correct. To enable us to do this, you are required to be honest with us and to provide us with all necessary information in a timely manner. For more information about “Your Charter” for your dealings with HMRC, visit www.gov.uk/government/publications/your-charter. To the best of our abilities, we will ensure that HMRC meet their side of the Charter in their dealings with you.

25 Reliance on advice

25.1 We will endeavour to record all advice on important matters in writing. Advice given orally is not intended to be relied upon unless confirmed in writing. Therefore, if we provide oral advice (for example during the course of a meeting or a telephone conversation) and you wish to be able to rely on that advice, you must ask for the advice to be confirmed by us in writing.

26 Retention of papers

26.1 You have a legal responsibility to retain documents and records relevant to your financial affairs. During the course of our work we may collect information from you and others relevant to your tax and financial affairs. We will return any original documents to you if requested. Documents and records relevant to your tax affairs are required by law to be retained as follows:

Individuals, trustees and partnerships:

- with trading or rental income: 5 years and 10 months after the end of the tax year;
- otherwise: 22 months after the end of the tax year;

Companies, limited liability partnerships and other corporate entities:

- 6 years from the end of the accounting period.

26.2 Whilst certain documents may legally belong to you we may destroy correspondence and other papers that we store, electronically or otherwise, which are more than seven years old. You must tell us if you require the return or retention of any specific documents for a longer period.

27 Sole Practitioner Alternative Arrangements

27.1 If for any reason, Steve Lawrence as a Sole Practitioner and Principal of Stonebridge Stewart, is unable to run the practice, arrangements have been made for the continuation of services to clients.

28 Tax Credit

28.1 If we agree to advise you on tax credits we will issue a separate letter or schedule to cover this area. Tax credits are, in effect, a social security benefit. Your entitlement or otherwise will depend not only on your own circumstances but also those of your household and we would require all relevant information to advise in this regard.

29 Timing of our services

29.1 If you provide us with all information and explanations on a timely basis in accordance with our requirements, we will plan to undertake the work within a reasonable period of time in order to meet any regulatory deadlines. However, failure to complete our services prior to any such regulatory deadline would not, of itself, mean that we are liable for any penalty or additional costs arising.

PRIVACY NOTICE

1 Purpose of this notice

This notice describes how we collect and use personal data about you, in accordance with the General Data Protection Regulation (GDPR), the Data Protection Act [1998 OR 2018] and any other national implementing laws, regulations and secondary legislation, as amended or updated from time to time, in the UK ('Data Protection Legislation').

Please read the following carefully to understand our practices regarding your personal data and how we will treat it.

2 About us

Stonebridge Stewart are a chartered accountancy and tax advisory firm and our registered office is at Daryl House, 76a Pensby Road, Heswall, Wirral CH60 7RF.

For the purpose of the Data Protection Legislation and this notice, we are the 'data controller'. This means that we are responsible for deciding how we hold and use personal data about you. We are required under the Data Protection Legislation to notify you of the information contained in this privacy notice.

We have appointed a Data Protection Point of Contact who is responsible for assisting you with enquiries in relation to this privacy notice or our treatment of your personal data. Should you wish to contact our Data Protection Point of Contact you can do so using the contact details noted at paragraph 12 (Contact Us), below.

3 How we may collect your personal data

We obtain personal data about you, for example, when:

- You request a proposal from us in respect of the services we provide;
- Our clients engage us to provide our services and also during the provision of those services;
- You contact us by email, telephone or post (for example when you have a query about our services); or
- From third parties and/or publicly available resources (for example, from your employer or from Companies House).

4 The kind of information we hold about you

The information we hold about you may include the following:

- Your personal details (such as your name and address);
- Details of contact we have had with you in relation to the provision, or the proposed provision, of our services;
- Details of any services you have received from us;
- Our correspondence and communications with you;
- Information about any complaints and enquiries you make to us;
- Information from research, surveys and marketing activities;
- Information we receive from other sources, such as publicly available information, information provided by your employer or information from our member network firms.

5 How we use personal data we hold about you

We may process your personal data for purposes necessary for the performance of our contract with you (your employer or our clients) and to comply with our legal obligations.

We may process your personal data for the purposes necessary for the performance of our contract with our clients. This may include processing your personal data where you are an employee, subcontractor, supplier or customer of our client.

We may process your personal data for the purposes of our own legitimate interests provided that those interests do not override any of your own interests, rights and freedoms which require the protection of personal data. This includes processing for marketing, business development, statistical and management purposes.

We may process your personal data for certain additional purposes with your consent, and in these limited circumstances where your consent is required for the processing of your personal data then you have the right to withdraw your consent to processing for such specific purposes.

Please note that we may process your personal data for more than one lawful basis depending on the specific purpose for which we are using your data.

Situations in which we will use your personal data

We may use your personal data in order to:

- Carry out our obligations arising from any agreements entered into between you (or your employer or our clients) and us (which will most usually be for the provision of our services);
- Carry out our obligations arising from any agreements entered into between our clients and us (which will most usually be for the provision of our services) where you may be a subcontractor, supplier or customer of our client;
- Provide you with information related to our services and our events and activities that you request from us or which we feel may interest you, provided you have consented to be contacted for such purposes;
- seek your thoughts and opinions on the services we provide; and
- notify you about any changes to our services.

In some circumstances we may anonymise or pseudonymise the personal data so that it can no longer be associated with you, in which case we may use it without further notice to you.

If you refuse to provide us with certain information when requested, we may not be able to perform the contract we have entered into with you. Alternatively, we may be unable to comply with our legal or regulatory obligations.

We may also process your personal data without your knowledge or consent, in accordance with this notice, where we are legally required or permitted to do so.

Data retention

We will only retain your personal data for as long as is necessary to fulfil the purposes for which it is collected.

When assessing what retention period is appropriate for your personal data, we take into consideration:

- the requirements of our business and the services provided;
- any statutory or legal obligations;
- the purposes for which we originally collected the personal data;
- the lawful grounds on which we based our processing;
- the types of personal data we have collected;
- the amount and categories of your personal data; and
- whether the purpose of the processing could reasonably be fulfilled by other means.

Change of purpose

Where we need to use your personal data for another reason, other than for the purpose for which we collected it, we will only use your personal data where that reason is compatible with the original purpose.

Should it be necessary to use your personal data for a new purpose, we will notify you and communicate the legal basis which allows us to do so before starting any new processing.

6 Data sharing

Why might you share my personal data with third parties?

We will share your personal data with third parties where we are required by law, where it is necessary to administer the relationship between us or where we have another legitimate interest in doing so.

Which third-party service providers process my personal data?

“Third parties” includes third-party service providers. The following activities are carried out by third-party service providers: IT and cloud services, professional advisory services, administration services, marketing services and banking services.

All of our third-party service providers are required to take commercially reasonable and appropriate security measures to protect your personal data. We only permit our third-party service providers to process your personal data for specified purposes and in accordance with our instructions.

What about other third parties?

We may share your personal data with other third parties, for example in the context of the possible sale or restructuring of the business. We may also need to share your personal data with a regulator or to otherwise comply with the law.

7 Transferring personal data outside the European Economic Area (EEA)

We will not transfer the personal data we collect about you outside of the EEA.

8 Data security

We have put in place commercially reasonable and appropriate security measures to prevent your personal data from being accidentally lost, used or accessed in an unauthorised way, altered or disclosed. In addition, we limit access to your personal data to those employees, agents, contractors and other third parties who have a business need to know. They will only process your personal data on our instructions and they are subject to a duty of confidentiality.

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

9 Rights of access, correction, erasure and restriction

Your duty to inform us of any changes

It is important that the personal data we hold about you is accurate and current. Should your personal information change, please notify us of any changes of which we need to be made aware by contacting us, using the contact details below.

Your rights in connection with personal data

Under certain circumstances, by law you have the right to:

- Request access to your personal data. This enables you to receive details of the personal data we hold about you and to check that we are processing it lawfully.
- Request correction of the personal data that we hold about you.
- Request erasure of your personal data. This enables you to ask us to delete or remove personal data where there is no good reason for us continuing to process it. You also have the right to ask us to delete or remove your personal data where you have exercised your right to object to processing (see below).
- Object to processing of your personal data where we are relying on a legitimate interest (or those of a third party) and there is something about your particular situation which makes you want to object to processing on this basis. You also have the right to object where we are processing your personal information for direct marketing purposes.
- Request the restriction of processing of your personal data. This enables you to ask us to suspend the processing of personal data about you, for example if you want us to establish its accuracy or the reason for processing it.
- Request the transfer of your personal data to you or another data controller if the processing is based on consent, carried out by automated means and this is technically feasible.

If you want to exercise any of the above rights, please email our Data Protection Point of Contact - jenny.horner@stonebridgestewart.co.uk.

You will not have to pay a fee to access your personal data (or to exercise any of the other rights). However, we may charge a reasonable fee if your request for access is clearly unfounded or excessive. Alternatively, we may refuse to comply with the request in such circumstances.

We may need to request specific information from you to help us confirm your identity and ensure your right to access the information (or to exercise any of your other rights). This is another appropriate security measure to ensure that personal information is not disclosed to any person who has no right to receive it.

10 Right to withdraw consent

In the limited circumstances where you may have provided your consent to the collection, processing and transfer of your personal data for a specific purpose (for example, in relation to direct marketing that you have indicated you would like to receive from us), you have the right to withdraw your consent for that specific processing at any time. To withdraw your consent, please email our Data Protection Point of Contact - jenny.horner@stonebridgestewart.co.uk.

Once we have received notification that you have withdrawn your consent, we will no longer process your personal information (personal data) for the purpose or purposes you originally agreed to, unless we have another legitimate basis for doing so in law.

11 Changes to this notice

Any changes we may make to our privacy notice in the future will be uploaded to our website at www.stonebridgestewart.co.uk.

This privacy notice was last updated on 1 September 2018.

12 Contact us

If you have any questions regarding this notice or if you would like to speak to us about the manner in which we process your personal data, please email Data Protection Point of Contact – jenny.horner@stonebridgestewart.co.uk or telephone Jenny Horner on 0151 342 4875.

You also have the right to make a complaint to the Information Commissioner's Office (ICO), the UK supervisory authority for data protection issues, at any time. The ICO's contact details are as follows:

Information Commissioner's Office
Wycliffe House
Water Lane
Wilmslow
Cheshire
SK9 5AF

Telephone - 0303 123 1113 (local rate) or 01625 545 745

Website: <https://ico.org.uk/concerns>