

General Terms of Business

These terms of business form the basis of the agreement between you and Bruton Knowles LLP.

Fees

The basis on which we will charge is that agreed with you at the outset of our undertaking work for you. Where fees are based on the time spent by our employees, you will be notified of the applicable fee rates for the staff concerned. Fee rates are revised periodically and we will notify you of any changes. Fee rates are calculated on a standard day of 7.5 hours and a 5-day week, excluding public holidays. Where you require work to be undertaken outside these hours, a premium to the usual fee rates for the staff concerned may apply and you will be notified of this.

Persons Responsible for your Work

We will inform you of the individual responsible for your instructions, and we will advise you of any changes.

You agree not to offer employment to any Bruton Knowles LLP partner or employee who is undertaking work for you or to use the services of any such partner or employee as a consultant, either independently or via a third party, for a period of six months following the completion of any work for you by the partner or employee. If this condition is breached you agree to pay us liquidated damages equivalent to 4 months' fees at the partner's or employee's notified fee rate.

Payment

Invoices are payable on receipt and we reserve the right to charge interest and statutory compensation on overdue amounts in accordance with The Late Payment of Commercial Debts Regulations 2013.

Any payments made on your behalf (disbursements) will be charged to you as they are incurred or when you are next invoiced. Disbursements may include a charge for fax, telephone calls, photocopying, information and other office services provided.

VAT

All our fees and expenses are subject to VAT unless zero rating or exemption applies.

Confidentiality

We will keep confidential all information you pass to us together with the contents of all our reports, advice and recommendations to you, except as authorised by you or as required by law unless such information is already in the public domain. We will assume, unless you inform us to the contrary, that, where we are working for you together with other professional advisors, we may disclose any relevant aspect of your affairs to them. Unless you inform us to the contrary we shall also assume that you are content for us to refer to you in any proposal or similar submission we may make to potential clients. You agree to keep confidential any methodologies and technology we use in undertaking work for you except in so far as they are already in the public domain.

Intellectual Property

We continue to own all intellectual property rights created by us in the course of working for you before, during and after completion of the work.

Papers Held by Bruton Knowles LLP

Following the completion of any work for you and payment of our fees, at your request we will return to you any documents you have provided to us in connection with the completed work and any other papers to which you are entitled. We do not undertake to keep files for a specific period of time but we will generally retain these for a minimum of twelve years. After this time we reserve the right to arrange for their destruction.

Validity

Proposals are valid for 28 days from the date of issue, unless otherwise indicated.

Commencement and Termination

If we have already started work (for example, by gathering information, project planning or giving initial advice) then you agree that this contract applies retrospectively from the start of our work. The engagement will continue in force until terminated by either party. The relationship may be terminated immediately if either party is in material default or breach of any of its obligations to the other, has any distress or execution levied, enters into any negotiations of arrangement or composition with its creditors, commits any act of bankruptcy or a petition of bankruptcy is presented, or is unable to pay its debts as they fall due. If the relationship is terminated for any of these reasons, you will be responsible for both our fees and disbursements up to and including the date the relationship is terminated as well as any fees incurred by us in connection with the termination of this contract.

Liability

We will undertake work for you with all reasonable skill and care. We will not be under any liability for any failure to perform any of our obligations due to an act of God, war, terrorism, riots, strikes and trade disputes, lock-outs, fires, breakdowns, mechanical failures, disruption of energy supplies, interruption of transport, government action, pandemic or any other cause whatsoever outside our control which affects our business. None of our partners or staff is under any personal liability for work undertaken.

Complaints

Bruton Knowles LLP operates separate complaints procedures for commercial and consumer clients. Details of these procedures are available on request. The redress mechanism applicable to the procedure in respect of commercial clients is CEDR Solve, and the mechanism applicable to consumer clients is the Ombudsman Services: Property. Full contact details for each of these bodies are set out in the appropriate complaints procedure.

Applicable Law

Our relationship with you will be governed by English law and will be subject to the exclusive jurisdiction of the Courts of England and Wales.

Data Privacy Policy

Bruton Knowles takes data privacy seriously. We collect and use personal data for a range of reasons during the course of our business operations as outlined in this policy. Should you have any questions about this policy or how we use data, please contact us on 01452 880000 or at enquiries@brutonknowles.co.uk.

1. Why we collect your information and what we use it for

We collect personal information about you in order to carry out our activities as a business in the context of providing services to you as requested, for contacting you in response to queries and requests for information, and for contacting you with latest industry news via our regular newsletters. Our main reasons for processing data are based on our legitimate interests or fulfilling a contractual or legal obligation.

2. Where your data will be stored

Your personal information will be stored on our own servers located in the UK, in email data located within the EEA and, where you request it, other locations of your choosing, to be agreed if and when required.

3. Our website

Our website is hosted externally. Any data sent to us via this website will pass through systems operated by our website hosting partner.

4. Social Media

We use LinkedIn for promoting our organisation. Whilst we are not responsible for data privacy at LinkedIn, we should advise you that LinkedIn may use your data in a number of ways.

5. Security

Bruton Knowles has considered Information Security risk and has implemented appropriate procedures and technical controls to help keep your data safe.

6. Your rights

Under data protection law, you as an individual have specific rights which are highlighted below:

Your Rights	How we demonstrate our commitment to upholding these rights
The right to be informed – we have to tell you all about our use of your data and your data rights	We have produced this privacy statement which we present to you at point of first contact
The right of access – you have the right to access any of your personal information that we hold, and verify that we are processing it lawfully	You can get in touch with us using the contact details on this form if you would like to know how we manage your information and if you wish to see the information we hold about you

The right of rectification – you have the right to have any inaccurate or incomplete information about you rectified	If you spot something incorrect, please let us know
The right to erasure – you can request that your personal data is deleted, if there is no compelling reason for us to keep it	Our data retention policy is to remove your details after 12 years if we do not hear from you.
The right to restricted processing – you can request that your data is still stored, but no longer processed	We will only keep your data if you are an active client and in accordance with our other legal and data retention policies. We do not carry out automated processing, and you can contact us at any time to ask to be removed from any processing
The right to data portability – you can request a copy of your data in a digital format so it can be sent to another organisation	You may wish to have a copy of your data. We can provide a copy of your personal data in a suitable format
The right to object – you can object to your data being processed in certain ways	We will not process your data in any way other than as described in this privacy policy
The right to object to automated decision making and profiling	We do not use automated decision making and we will not profile you in any way

7. What to do in case of an issue

If you have any concerns about the data we hold about you or the way in which we use it please contact dataprotectionqueries@brutonknowles.co.uk.