

TERMS OF BUSINESS

The Law Society is the representative body for solicitors and has professional rules which require all solicitors to inform their clients of certain terms of business.

This document sets out the terms and conditions upon which BarrCo Limited (trading as BarrCo Solicitors) carries out professional services on behalf of its clients. Unless you inform us otherwise, you will be deemed to accept these terms and conditions through providing us with instructions and information to act on your behalf. If, for whatever reason, you do not accept or understand these terms, please tell us immediately.

1. General

- 1.1. BarrCo Limited is a limited company registered in England and Wales under number 7346373.
- 1.2. We are regulated by the Solicitors Regulatory Authority under number 551420.
- 1.3. Our offices are located at 20 Green Lane, Lower Kingswood, Surrey, KT20 6TB.
- 1.4. Our normal office hours are 09.00 to 17.30, Monday to Friday, however work can be undertaken outside of these hours, when necessary for the interests of a client.
- 1.5. It is our commitment to give the highest care, skill and attention to your instructions and to communicate with you in plain language.
- 1.6. We rely on you to supply, in a timely manner, all information needed by us to act on your behalf and will rely on you to inform us of any changes to such information or to any other relevant circumstances. Although we will always comply with our professional responsibilities towards you, we will not be under any obligation to verify or check the accuracy of such information unless it is specifically agreed in writing that we should do so. We also rely on you to safeguard any documents which may be required to support or defend your case.
- 1.7. We will endeavour to keep you regularly updated on the progress of your matter, at not less than six weekly intervals, unless agreed to the contrary. We will explain to you, by telephone or in writing, the legal work required as your matter progresses.
- 1.8. Any dispute or legal issue arising from our terms of business will be determined by the laws and courts of England and Wales.
- 1.9. Unless otherwise agreed, and subject to the application of the current hourly rate, these terms of business shall apply to any future instructions you give us.
- 1.10. Our retainer is with you and not any third parties. We expressly exclude any obligation or liability to third parties and nothing in this agreement shall confer on any third party any benefit or the right to enforce any terms of this agreement, unless otherwise agreed in writing between us.
- 1.11. We shall assume that you are both domiciled and resident in the United Kingdom unless you inform us otherwise.

2. Professional Indemnity Insurance

- 2.1. BarrCo Limited has in place professional indemnity insurance with Travellers, whose registered office is at Exchequer Court, 33 St Mary Axe, London, EC3A 8AG. Policy number: UC SOL 3889243.
- 2.2. Our liability to you for breach of your instructions shall be limited to £3,000,000, unless we expressly state a higher amount in writing to you. We will not be liable for any consequential, special, indirect or exemplary damages, costs or losses or any other damages, costs or losses attributable to lost profits or opportunities.

2.3. We shall only be liable to you for a period of six years from the date on which any advice is given and for no longer period. This is because we are obliged to keep all files for six years from the date on which they are closed. We will not accept a claim if our file for the relevant matter has been destroyed.

3. Fees

- 3.1. The basis of our charges is set out in the accompanying client care letter. Where your instructions require that work is undertaken outside our normal office hours, we reserve the right to increase the level of our hourly rate and will advise you in advance.
- 3.2. Our fees are calculated by reference to all the time spent dealing with your case. This will include meetings (with you and perhaps others for example witnesses or experts); conference calls; any time spent travelling; considering, preparing and working on papers and correspondence; making and receiving telephone calls. All work undertaken is calculated using six-minute units. Our current hourly rate is £275 plus VAT.
- 3.3. Where we are instructed to act on behalf of a limited company, the director or directors giving us the instructions acknowledge that they are personally responsible for ensuring that the company is in a position to discharge our invoices, and that they will ensure that the company actually does so.
- 3.4. Fees are payable whether or not your case is successfully concluded.
- 3.5. We operate private funding arrangements with our clients and do not offer contingency fee or no-win no-fee arrangements or legal aid.
- 3.6. You are advised to check that you are not entitled to these or other alternative forms of funding, such as through legal expense insurance, trade union or employer funding. Where your claim is covered by an insurance policy, you agree to assign the benefits of that policy to us in relation to the indemnity provisions for costs.
- 3.7. While we endeavour to keep our rates as competitive as possible, we reserve the right to review our rates depending on changes within our business, with third parties (such as our insurers) or due to circumstances outside of our control. Changes will usually take effect from the 1 April, and we will give you written notification in advance of carrying out any future work. Unless we receive your objection to any increase, after being notified and before any work is carried out, you will be deemed to have accepted any changes.
- 3.8. Any disbursements incurred on your behalf will be payable in addition to the charging rate agreed. These may include but are not limited to travelling, delivery services, Counsel's fees, court fees, expert or medical reports, substantial expenses on communications and photocopying. VAT is payable on certain disbursements.
- 3.9. Any witness attendance required by any of our solicitors, emanating from employment law advice or assistance provided, will be billable at the quoted hourly rate plus travelling expenses.
- 3.10. Where estimates of costs are given, this is for guidance purposes only, based on the information then known to us, unless specific fixed fees have been agreed.
- 3.11. You have the right to give BarrCo Limited written notice to set a limit on the fees that it may incur each month or in relation to each assignment. When this limit is reached, you will be advised accordingly and we will then cease work until or when you advise us that you wish it to continue, in which case you may set a new limit on the fees to be incurred. However, BarrCo Limited accepts no responsibility for and may not be able to limit your liability in relation to costs incurred by any other party.
- 3.12. We will update you on whether the likely outcomes still justify the likely costs and risks associated with your matter whenever there is a material change in circumstances.
- 3.13. In the situation that you issue legal proceedings in an employment tribunal and successfully win your case, you are not automatically entitled to the recovery of the legal costs you have incurred from the other side. This is a matter for the tribunal's discretion and you should be aware that costs are rarely awarded. You may want to consider this at any early stage and weight it up against the possible benefits you may gain from issuing proceedings.
- 3.14. You should also be aware that you may be liable for the costs of other parties. While this rarely happens, and is at the tribunal's discretion, you may be exposed to the risk of a cost order if you are found to have acted vexatiously, abusively, disruptively, or otherwise unreasonably, in bringing the proceedings, or where the bringing or conduct of the proceedings by you has been misconceived. However, where proceedings are issued in the civil costs you may be more likely to be awarded costs if you win but also liable to pay the other sides costs if you lose.
- 3.15. It is important to emphasise that you will be responsible for paying our bill even if a third party has offered to pay your costs, for example under the terms of a settlement agreement or by a new employer. While we will try and respect such agreements and collect the funds from any such third party, the end responsibility remains with you as our client, as it is you we have a retainer with.

- 3.16. If you are dissatisfied with the amount of BarrCo's fees you should first raise the matter with Margaret-Anne Trench who will provide you with a detailed breakdown of the work undertaken.
- 3.17. If you are still dissatisfied with the amount of the fees, Margaret-Anne Trench will refer the matter to be reviewed by one of her colleagues. If you thereafter remain dissatisfied, you may raise the matter in writing to Simon Robinson at Baldwin and Robinson Solicitors, 4 Oxted Chambers, 185-187 Station Road East, Oxted, Surrey, RH8 0QE. You will be invited to fully detail your dissatisfaction, whereupon Simon Robinson will undertake an appropriate investigation and report his decision to you in writing within 28 days of receiving your written expression of dissatisfaction.
- 3.18. If you remain unsatisfied, you may be entitled to raise the matter with the Legal Ombudsman who can be contacted at PO Box 6806, Wolverhampton, WV1 9WJ or by email to enquiries@legalombudsman.org.uk or by telephone on 0300 555 0333. Such complaints should normally be made within six months after receiving a final written response from us about your complaint. The Legal Ombudsman will usually expect you to allow us at least eight weeks to resolve any complaint. More information on eligibility and timeframes can be found at www.legalombudsman.org.uk.
- 3.19. From 1st October 2015, in the event that we are unable to settle your complaint under our internal complaint processes, solicitors are also required to provide information about ADR (Alternative Dispute Resolution) as an alternative scheme to resolve a complaint other than through the Legal Ombudsman scheme. In the event that we are unable to settle your complaint under our internal complaint processes we will agree to use Pro Mediate who are an approved organisation for this purpose. Pro Mediate can be contacted via www.promediate.co.uk or 07824 704826. Please note that the time limits for contacting an ADR approved body will be different from the time limits for contacting the Legal Ombudsman. We shall remind you of this at the time we write to you in the event that we have been unable to resolve directly with you any complaint.
- 3.20. You also have the right to object to a bill and apply for a court assessment of the bill under Part III of the Solicitors Act 1974.

4. Payment of fees

- 4.1. We do not accept payment by cash.
- 4.2. We do accept payment over the phone by card but reserve the right to charge a transaction fee depending on the amount involved.
- 4.3. We do not currently operate a client account but reserve the right to provide you with a fix fee quote and raise an invoice upfront, with payment being made before we undertake any work.
- 4.4. We will invoice you on completion of your case or at the end of each month for the work undertaken during that month, or where we decide to raise an interim invoice or unless agreed otherwise. Bills are due and payable within 7 days of delivery. We are entitled to charge interest on any sum which is not paid within that period at the rate of 8% per annum above the base lending rate of The Bank of England, calculated from day to day.
- 4.5. In the event that invoices remain unpaid for a period deemed unacceptable by BarrCo Limited, we reserve the right to cease acting for you and exercise a lien over your papers, until such time as the unpaid invoices have been settled.
- 4.6. We are entitled to charge interest on the outstanding amount of any invoice in accordance with Article 5 of the Solicitor's (Non-Contentious Business) Remuneration Order 2009 from one month after the date of the invoice.
- 4.7. Having engaged our services you warrant that in default of payment within 30 days of our invoice date, that you will be liable for all third party collection costs and contractual late payment interest of 1% per month until the matter is settled.
- 4.8. In the event that we have to issue legal proceedings to recover monies due to us, we will also claim interest together with any court fees, legal fees and other costs associated with such proceedings both before and after any county court Judgment.

5. Specialist advice

- 5.1. BarrCo Limited specialises and advises on employment law but not other matters. The firm is not regulated by the Financial Conduct Authority to provide independent financial advice. We are also not tax experts and will not examine your case for taxation aspects and/or the effect of any tax on it, unless we otherwise reach an agreement to do so. This is because we do not necessarily have the detailed knowledge of your affairs or these areas of law and stipulate this here in the interests of clarity. Should you require assistance in any area outside of employment law you should seek the appropriate specialist advice.

6. Completion of documents

- 6.1. Following the case of *Atkins v. Dunn Baker* [2004], please note that if you instruct us to prepare a document, our duty is to draft that document on the basis of the information supplied by you and to draft it in accordance with the law in force as of the date we supply the document to you. It is however, your responsibility to ensure that you read it, check

that it fulfils your requirements and to ensure that it is signed or executed correctly. We are not under a duty to follow matters up in the event that you do not make further contact with us.

7. Storage of papers

- 7.1. At the end of your matter, the file, or a microfiche of it, will be stored for a reasonable period (which will not be less than six years) free of charge. However, a charge may be made for supplying copies of any documents stored, together with an administration charge based on any time spent in retrieval and any perusal, correspondence or other work necessary to comply with the instructions given by you or on your behalf.

8. Termination of retainer

- 8.1. You may end your instructions to us in writing at any time, but we can keep all your papers and documents while there is still money owed to us for fees and disbursements. You will be responsible for our fees and disbursements up until the time we receive your written notice
- 8.2. We have the right to cease work by giving you written notice at your last known address in various circumstances including but not limited to: failure to pay an interim bill or comply with a request for payment of money on account; if a conflict of interest arises; if you give instructions to us or purport to do so which would compromise our professional position; if you fail without reasonable cause to give us instructions or necessary evidence and documents when requested or where it is considered in the best interests of yourself and us that we should cease to work on your case. Again, you will be responsible for our fees and disbursements up until the period when written notice is served upon you.

9. Money Laundering

- 9.1. We have a duty to request from you evidence of your identity, to maintain records of the identification evidence received from you and also to report, in accordance with the relevant legislation and regulations, to the National Criminal Intelligence Service any knowledge or suspicion in terms of the Proceeds of Crime Act 2002. This duty may override the duty of client confidentiality owed to you. In view of this, we do not accept any cash payments other than nominal amounts for swearing or witnessing documents.

10. Equality and Diversity

- 10.1. BarrCo Limited is committed to promoting equality and diversity in all its dealing with barristers, other lawyers, clients, or third parties. A copy of our equality and diversity policy is available on request.
- 10.2. If you have a disability, please let us know. It may mean that we can come and see you in your home if that is more appropriate, or we can be ready to provide assistance when you arrive at our offices. If you do not notify us of any disability, we shall not be under any liability to you in respect of our car park or premises in the event of any accident which otherwise could have been avoided.

11. Confidentiality

- 11.1. Normally everything you tell us and all business conducted between us will be kept strictly confidential. However, there are a small number of exceptions, for example where your file is inspected by our accountants whilst carrying out their audit under the Solicitors Accounts Rules, or exceptionally where a court orders the disclosure of a file. In such circumstances, our duty of disclosure overrides our duty of confidentiality to you. Where we are working with others on your behalf (for example a barrister, consultant or expert) you agree that we can disclose information to them so that we can work as a team for your benefit.
- 11.2. Emails are potentially a non-secure means of communication and may result in a loss of confidentiality. While we are happy to communicate with you by e-mail, if you wish us to do so, please note that we will do so solely on the basis that we are not liable to you for any loss you may suffer if any information contained or referred to in the emails reaches third parties or fails to reach you.

12. Data Protection

- 12.1. We take your privacy very seriously and comply with the requirements of the General Data Protection Regulations 2018 (GDPR) and the Data Protection Act 1998. A copy of our Privacy Policy is attached to these terms.

13. Complaints

- 13.1. While we trust that you will never have any cause for dissatisfaction or complaint, it is accepted that occasionally there may be misunderstandings or even that something goes wrong. If you do have cause for dissatisfaction, please let us know as soon as possible. Only then can we resolve any problem as soon as it arises.

- 13.2. Our in-house complaints procedure is administered in accordance with the rules and principles of the SRA Code of Conduct, which can be found on their website www.sra.org.uk/handbook.
- 13.3. It is our policy to investigate complaints or any expressed dissatisfaction in relation to our conduct fully and promptly. If you have a complaint relating to the work being carried out for you, you should raise this in the first instance with Margaret-Anne Trench. If you are not satisfied with her response, she will arrange for a colleague to review and provide their opinion. If you remain unsatisfied, you can appeal in writing to Simon Robinson at Baldwin and Robinson Solicitors, 4 Oxted Chambers, 185-187 Station Road East, Oxted, Surrey, RH8 0QE, who will then look into the matter within 28 days of receipt of your complaint.
- 13.4. If you remain unsatisfied, you may be entitled to raise the matter with the Legal Ombudsman who can be contacted at PO Box 6806, Wolverhampton, WV1 9WJ or by email to enquiries@legalombudsman.org.uk or by telephone on 0300 555 0333. Such complaints should normally be made within six months after receiving a final written response from us about your complaint. The Legal Ombudsman will usually expect you to allow us at least eight weeks to resolve any complaint. More information on eligibility and timeframes can be found at www.legalombudsman.org.uk.
- 13.5. From 1st October 2015, in the event that we are unable to settle your complaint under our internal complaint processes, solicitors are also required to provide information about ADR (Alternative Dispute Resolution) as an alternative scheme to resolve a complaint other than through the Legal Ombudsman scheme. In the event that we are unable to settle your complaint under our internal complaint processes we will agree to use Pro Mediate who are an approved organisation for this purpose. Pro Mediate can be contacted via www.promediate.co.uk or 07824 704826. Please note that the time limits for contacting an ADR approved body will be different from the time limits for contacting the Legal Ombudsman. We shall remind you of this at the time we write to you in the event that we have been unable to resolve directly with you any complaint.

BarrCo Limited
Last updated 01 April 2023

PRIVACY NOTICE

Data controller ("the Company"): Margaret-Anne Trench; m.trench@barrco.org.uk

Controller's representative (if any): Margaret-Anne Trench; m.trench@barrco.org.uk

Data protection officer (if applicable): Margaret-Anne Trench; m.trench@barrco.org.uk

Introduction

The Company collects and processes personal information about you to manage its working relationship with you and it may hold such information on paper or in electronic format. The Company wishes to be open and transparent about how it handles your personal information and it is committed to protecting the privacy and security of your personal information and to meeting its data protection obligations under the General Data Protection Regulation (GDPR) and the Data Protection Act 2018.

The purpose of this Privacy Notice is to make you aware of how and why the Company will collect and use your personal information both during and after your working relationship with it. The Company is required under the GDPR to notify you of the information contained in this Privacy Notice.

This Privacy Notice applies to all current and former clients. It is non-contractual and does not form part of any terms of business we have with you.

The Company has appointed Margaret-Anne Trench to oversee compliance with this Privacy Notice. If you have any questions about this Privacy Notice or about how the Company handles your personal information, please contact her at m.trench@barrco.org.uk.

Data protection principles

Under the GDPR, there are six data protection principles that the Company must comply with. These state that the personal information it holds about you must be:

1. Processed lawfully, fairly and in a transparent manner.
2. Collected only for legitimate purposes that have been clearly explained to you and not further processed in a way that is incompatible with those purposes.
3. Adequate, relevant and limited to what is necessary in relation to those purposes.
4. Accurate and, where necessary, kept up to date.
5. Kept in a form which permits your identification for no longer than is necessary for those purposes.
6. Processed in a way that ensures appropriate security of the personal information.

The Company must also be able to demonstrate compliance with these principles.

What types of personal information does the Company collect about you?

Personal information comprises any information about an individual from which that person can be directly or indirectly identified. There are also "special categories" of personal information, and personal information on criminal convictions and offences, which require a higher level of protection because they are of a more sensitive nature. The special categories of personal information comprise information about an individual's racial or ethnic origin, political opinions, religious or philosophical beliefs, trade union membership, health, sex life or sexual orientation and genetic and biometric data.

The Company collects and processes a range of personal information about you. This may include:

- your contact details, including your name, address, telephone number and personal e-mail address*
- your date of birth, gender, and marital status
- the start and end dates of your engagement*
- recruitment records, including personal information included in a CV or application form, interview notes, references, copies of proof of right to work in the UK documentation, copies of qualification certificates and any other background check documentation*
- the terms and conditions of your engagement with us, as set out in a client care letter, terms of business or engagement terms and related correspondence*
- details of your skills, qualifications, experience and work history*
- your professional memberships*
- information about your racial or ethnic origin, religious or philosophical beliefs and sexual orientation*
- any trade union membership*
- information about criminal convictions and offences*
- your salary, entitlement to benefits and pension information*
- your bank account details, National Insurance number, payroll records, tax code and tax status information*

- any disciplinary, grievance and capability records, including investigation reports, collated evidence, minutes of hearings, warning letters, performance improvement plans and related correspondence*
- appraisals, including appraisal forms, performance reviews and ratings and targets set*
- training records*
- annual leave and other leave records, including details of the types of and reasons for leave being taken and related correspondence*
- information about your health, including any medical condition, whether you have a disability in respect of which the Company needs to make reasonable adjustments, sickness absence records (including details of the reasons for sickness absence being taken), medical reports and related correspondence*
- any termination of employment or engagement documentation, including resignation letters, dismissal letters, redundancy letters, minutes of meetings, settlement agreements and related correspondence*
- information obtained through electronic means, such as swipecard or clocking-in card records*
- photographs*

How does the Company collect your personal information?

The Company may collect your personal information in a variety of ways. It is collected during taking your instructions and on-going advice, either directly from you or sometimes from a third party such as an your employer or former employer. It may also collect personal information from other external third parties, such as witnesses to your case.

The Company will also collect additional personal information throughout your on-going relationship with it. Whilst some of the personal information you provide to the Company is mandatory and/or is a statutory or contractual requirement, some of it you may be asked to provide on a voluntary basis. The Company will inform you whether you are required to provide certain personal information or if you have a choice in this.

Your personal information may be stored by the Company in different places, including your paper file and in our IT systems.

Why and how does the Company use your personal information?

The Company will only use your personal information when the law allows it to, known as the legal bases for processing. The Company will only use your personal information in one or more of the following circumstances:

- where it needs to do so to perform the services and provide advice to you (1)
- where it needs to comply with a legal obligation, such as obligations to an employment tribunal or court of law (2)
- where it is necessary for the purpose of its legitimate interests (or those of a third party, such your current or former employer), provided that your interests, rights or freedoms do not override its interests (3).

The Company may also very occasionally use your personal information where it needs to protect your vital interests (or someone else's vital interests).

The Company needs the personal information listed above under “*What types of personal information does the Company collect about you?*” primarily to enable it to perform the contract with you (1) and to enable it to comply with its legal obligations (2). In some cases, it may also use your personal information where it is necessary to pursue its legitimate interests (or those of a third party) (3). The Company’s legitimate interests here include: performing or exercising its obligations or rights under the working relationship that exists between the Company and you; performing effective internal administration and ensuring the smooth running of the business; ensuring the security and effective operation of the Company’s systems and networks; protecting its confidential information; and conducting due diligence on clients. The Company has indicated, by using (1), (2) and/or (3) next to each type of personal information listed above, the lawful basis it is relying on to process that particular type of personal information.

The Company will also only use your sensitive personal information, which includes special categories of personal information and information about criminal convictions and offences, when the law additionally allows it to. Some special categories of personal information, i.e. information about your health or medical conditions and trade union membership, and information about criminal convictions and offences, is processed so that it can perform or exercise its obligations or rights under our contract with you and in accordance with the Company’s Data Protection Policy. The Company may also process your sensitive personal information where it has your explicit written consent. In this case, it will first provide you with full details of the personal information it would like and the reason it is needed, so that you can properly consider whether you wish to consent or not. It is entirely your choice whether to consent and your consent can be withdrawn at any time.

The purposes for which the Company may process your personal information (including sensitive personal information) are to:

- enable it to maintain accurate and up-to-date records and contact details*
- comply with statutory and/or regulatory requirements and obligations.
- comply with the duty to make reasonable adjustments for disabled clients and with other disability obligations under equality legislation*
- maintain an accurate record of your engagement terms*
- administer the contract it has entered into with you*
- ensure compliance with your statutory and contractual rights*
- ensure compliance with tax and VAT requirements.

- manage and organise work*
- meet its obligations under health and safety laws*
- make decisions about continued engagement*
- prevent fraud*
- ensure network and information security and prevent unauthorised access and modifications to systems*
- ensure adherence to Company rules, policies and procedures*
- monitor equal opportunities*
- enable it to establish, exercise or defend possible legal claims*

The Company may process your personal information without your consent, in compliance with these rules, where this is required or permitted by law. However, where the Company processes information about your racial or ethnic origin, religious or philosophical beliefs or sexual orientation, this is done only for the purpose of being able to provide the advice to you. Personal information that the Company uses for these purposes is either anonymised or will be collected with your explicit written consent, which can be withdrawn at any time. It is entirely your choice whether to provide such personal information.

What if you fail to provide your personal information?

If you fail to provide certain personal information when requested or required, the Company may not be able to perform the contract it has entered into with you or it may be prevented from complying with its legal obligations. You may also be unable to exercise your statutory or contractual rights.

Change of purpose

The Company will only use your personal information for the purposes for which it was collected. If it needs to use your personal information for a purpose other than that for which it was collected, it will provide you, prior to that further processing, with information about the new purpose, it will explain the legal basis which allows it to process your personal information for the new purpose and it will provide you with any relevant further information.

Who has access to your personal information?

Your personal information may be shared internally within the Company, including with our Office Manager and Consultants.

The Company may also share your personal information with third-party service providers (and their designated agents), including:

- external auditors
- professional advisers, such as lawyers and accountants

The Company may also share your personal information with other third parties in the context of a potential sale or restructuring of its business. In those circumstances, your personal information will be subject to confidentiality undertakings. In addition, the Company may need to share your personal information with a regulator or to otherwise comply with the law.

How does the Company protect your personal information?

The Company has put in place measures to protect the security of your personal information. It has internal policies, procedures and controls in place to prevent your personal information from being accidentally lost or destroyed, altered, disclosed or used or accessed in an unauthorised way. In addition, the Company limits access to your personal information to those staff and other third parties who have a business need to know to perform their job duties.

Where your personal information is shared with third-party service providers, the Company requires all third parties to take appropriate technical and organisational security measures to protect your personal information and to treat it subject to a duty of confidentiality and in accordance with data protection laws. The Company will only allow them to process your personal information for specified purposes and in accordance with its written instructions and it does not allow them to use your personal information for their own purposes.

The Company also has in place procedures to deal with a suspected data security breach and it will notify the Information Commissioner’s Office and you of a suspected breach where it is legally required to do so.

For how long does the Company keep your personal information?

The Company will only retain your personal information for as long as is necessary to fulfil the purposes for which it was collected and processed, including for the purposes of satisfying any statutory or other legal, tax, health and safety, reporting or accounting requirements.

The Company will generally hold your personal information for the duration of your engagement and for a period of seven years from the conclusion of your case to protect against legal risk and satisfy any minimum statutory or other legal, tax, health and safety, reporting or accounting requirements for particular data or records – the Company will always have regard to any retention periods set out in legislation for particular types of personal information

Personal information which is no longer to be retained will be securely and effectively destroyed or permanently erased from the Company's IT systems and it will also require any third parties to destroy or permanently erase such personal information where applicable.

Your rights in connection with your personal information

It is important that the personal information the Company holds about you is accurate and up to date. Please keep the Company informed if your personal information changes, e.g. you change your name, home address, or contact number, so that its records can be updated. The Company cannot be held responsible for any errors in your personal information in this regard unless you have notified it of the relevant change.

You have a number of statutory rights under the GDPR. Subject to certain conditions, you have the right to:

- request access to your personal information – this is usually known as making a data subject access request and it enables you to receive a copy of the personal information the Company holds about you and to check that it is lawfully processing it
- request rectification of your personal information – this enables you to have any inaccurate or incomplete personal information corrected
- request the erasure of your personal information – this enables you to ask the Company to delete or remove your personal information where there is no compelling reason for its continued processing
- restrict the processing of your personal information – this enables you to ask the Company to suspend the processing of your personal information, e.g. if you contest its accuracy
- object to the processing of your personal information – this enables you to ask the Company to stop processing your personal information where it is relying on the legitimate interests of the business as the legal basis for processing and you decide to object to processing on this ground
- data portability – this gives you the right to request the transfer of your personal information to another party so that you can reuse it across different services for your own purposes.

If you wish to exercise any of these rights, please contact m.trench@barrco.org.uk. The Company may need to request specific information from you to verify your identity and check your right to access the personal information or to exercise any of your other rights. This is a security measure to ensure that your personal information is not disclosed to any person who has no right to receive it.

In the limited circumstances where you may have provided your consent to the processing of your personal information for a specific purpose, you have the right to withdraw your consent for that specific processing at any time. Once the Company has received notification that you have withdrawn your consent, it will no longer process your personal information for the purpose you originally agreed to.

If you believe that the Company has not complied with any of your data protection rights, you have the right to make a complaint to the Information Commissioner's Office.

Transferring personal information outside the European Economic Area (EEA)

The Company will not transfer your personal information to countries outside the EEA.

Automated decision-making

Automated decision-making occurs when an electronic system uses your personal information to make a decision without human intervention. The Company does not envisage that any decisions will be taken about you based solely on automated decision-making or profiling. However, it will notify you in writing if this position changes.

Changes to this Privacy Notice

The Company reserves the right to update or amend this Privacy Notice at any time, including where it intends to process new types of personal information. It will issue you with a new Privacy Notice when it makes significant updates or amendments. It may also notify you about the processing of your personal information in other ways.