

**Preuveneers LLP**

SOLICITORS WITH NOTARIES



# Lasting Powers of Attorney

**Thank you for your interest in making a Lasting Power of Attorney with us.**

Please complete the attached Questionnaire to the best of your ability and bring it with you to your appointment. We will discuss this during our initial meeting and therefore do not worry if you cannot answer every question.

Please also read the attached terms and conditions of business and bring this duly signed to your meeting. This sets out who will be preparing your Lasting Power of Attorney, the fees associated therewith and the work that will be undertaken. If you have any queries please do not hesitate to speak with us when you attend at these offices or alternatively call us to discuss.

Please ensure you also bring the following to your meeting: -

- Copies of any previous Powers of Attorney you have made.
- Your ID documentation. Ideally: -
  - (i) Your passport or photocard driving license.
  - (ii) A bank statement or utility bill dated within the past 3 months.

If you do not have these forms of ID please contact us to discuss.

Appointments are available in our office. Home visits/out of hours appointments also available (there will be an additional cost for these).

Please contact us on **020 8646 4885** to arrange an appointment. Alternatively e-mail [legal@p-llp.net](mailto:legal@p-llp.net).

**Preuveneers LLP Solicitors with Notaries**

103-105 London Road Mitcham, Surrey CR4 2JA

## Terms and conditions of business in respect of your Lasting Power of Attorney (LPA)

**Your LPA, will be prepared by  
, a Solicitor and Designated/Associate Member.**

We have provided you with a questionnaire which we would ask you to complete so that we can discuss it at our initial meeting. We will prepare your LPA based on the details provided to us and discussed. If you have a previous LPA we would ask that you also provide us with a copy of this as it may need to be revoked.

### **Charging rates:**

Our fees are as follows:-

- |  |               |
|--|---------------|
| • Property & Financial LPA                     | £500.00 + VAT |
| • Health & Welfare LPA                         | £500.00 + VAT |
| • Preparing both types of LPA at the same time | £850.00 + VAT |
| • Home visit – minimum charge                  | £250.00 + VAT |

The above fees are based on the matter proceeding smoothly. Should the matter become protracted additional fees may be chargeable, we will advise you of the position prior to undertaking any work that will be subject to an additional fee.

In addition a registration fee will be payable, this fee is currently £92 per LPA. In some situations you may be able to pay a reduced registration fee or £0. To apply for the reduced rates you will need to show the following:

1. **Full Exemption:** You may be eligible for a full exemption from the LPA fee if you receive certain means-tested benefits, such as:
  - Universal Credit
  - Income Support
  - Pension Credit Guarantee
  - Housing Benefit
2. **50% Reduction:** If your gross annual income before tax is less than **£12,000**.

We will discuss this at our meeting.

We pass on in our invoices the expenses (“disbursements”) incurred on your behalf and paid to outsiders, such as land registry fees, file storage charges, indemnity insurance premiums, bankruptcy searches and any agents’ fees.

We may also undertake electronic verification of ID and the documents provided by the beneficiaries in line with our AML guidelines for which there is a fee of £15 + VAT per name.

All fees are subject to VAT at the prevailing rate as advised by HM Revenue and Customs.

We are happy to arrange home appointments upon request. Please let us know if this is necessary so that we may provide a quote for the same.

Unless agreed otherwise we will require payment of our fees at our initial meeting this will enable us to make the application to the Office of the Public Guardian for registration.

Payment can be made by cash (up to a maximum of £400), cheque or card payment.

### **General Information:**

We aim to offer you an efficient and professional service and will at all times act in your best interest. Should you consider that any part of our service was not in your best interests please let us know and we will discuss a solution with you. If you feel a suitable solution was not agreed then you can contact Kelly Cirillo or Satbir Sethi who can deal with your concerns or complaints.

The duty of confidentiality is fundamental to the “solicitor – client” relationship. As solicitors, we are under a duty to keep your matter confidential and to ensure all staff within Preuveneers LLP do the same.

Our office hours are 9 am to 5pm Monday to Friday. Except in the case of emergency, we ask that you book an appointment to come to the office to save disappointment if your solicitor is not available.

We shall work within the framework of our equal opportunity policy. If you have reason to believe that you have been discriminated against, please speak to Satbir Sethi to discuss your grievances.

Our work is charged on a fixed fee unless we state otherwise. If we notify you that we are charging on an hourly basis we will do so in advance of incurring additional fees and will notify you of our hourly charge rate. We are happy to correspond by email; however we should point out to you that emails are charged at the same rate as letters. As such 1 email/letter is charged as 1 unit or 6 minutes. Though convenient, emails can be an expensive way to communicate especially if you are charged on an hourly basis rather than a fixed fee.

We do not hold a legal aid franchise. Any work that we conduct on your matter will be paid on a private basis. If you are in receipt of state benefits or feel that you may be entitled to legal aid assistance, please contact us immediately.

### **Client Identification:**

Under the Money Laundering Regulations 2017, solicitors are required to verify the identity of all clients. We attach our ID checklist and would be grateful if you could ensure that you bring the relevant ID documentation to your initial meeting. If you do not have the ID listed please discuss with the fee earner at the meeting.

Please see the attached: AML Identification, Prevention of Money Laundering and Terrorist Financial sheet for further information on this point.

### **Money Laundering:**

We are professionally and legally obliged to keep your affairs confidential. However, where we know or suspect that a transaction may involve money laundering or terrorist financing, we are required by statute to make a disclosure to the National Crime Agency. If we make a disclosure in relation to your matter, we may not be able to tell you that a disclosure has been made. We may have to stop working on your matter for a period of time and may not be able to tell you why.

If we feel that it is appropriate to report the matter to the authorities, we may have to stop work on the matter immediately. You agree to waive any losses.

It is a condition of your retainer with the firm, both in relation to your current instructions and any future instructions, that you assist us as far as you are able to comply with our duties under the legislation and that you agree to meet all the costs and disbursements incurred thereby. We also reserve the right to refuse to act for you, or to cease acting for you, if our Money Laundering Reporting Officer determines that we have not been provided with sufficient information to be satisfied about the integrity of a person or transaction.

You should not send any funds to us until you have provided us with evidence of your identity, nor pass our bank account details to any third party without our prior written approval. If you do, we may have to cease work.

When we receive monies on behalf of you it will be paid into a general client account with Lloyds Bank plc who are the firm's banker. The general client account will hold pooled amounts for different clients and matters. Under anti-money laundering regulations, law firms must hold information on the identity of the person on whose behalf the monies are held in a pooled client account, and make this available to their bank on request. If our bank requests information about who we hold funds for, we are required to provide that information. In the event of this happening, you agree to us disclosing your details to them.

**Data Protection:**

We use information that you provide to us primarily to provide you with legal services. We may also use this information for related purposes such as updating and enhancing our client records, legal and regulatory compliance, collecting our fees and sending you legal information and legal updates. Our use of that information is subject to your instructions, the General Data Protection Regulations 2018 and our duty of confidentiality. Please note that our work for you may require us to give information to third parties such as other professionals related to the matter.

In order to provide you with services we may need to process your personal data. Please see our Privacy policy for detailed information about how we use your personal data and your rights in relation to your personal data. The Privacy policy is enclosed in your pack and is also available on request from Satbir@p-llp.net

You have a right of access under data protection legislation to the personal data that we hold about you.

**Storage of Papers and Documents:**

Under the Money Laundering Regulations 2017 we are required to keep either a copy of CDD material, or references to it for 6 years after the business relationship ends. However, various records must be kept to comply with the Regulations and defend any allegations against the practice in relation to money laundering and failure to report offences. Therefore, once a matter is completed, it is the firm's policy to retain the file in our storage facility for a minimum period of 7 years after the final invoice is rendered, depending on the type of matter. The file will be kept on the understanding that we have been given your express consent to keep your documents and other papers for 7 years after we send you our final bill on the understanding that we may destroy them after that period. We may destroy your original paper document and scan it into our system instead. We take reasonable steps to ensure that the system is secure and that our overriding duty of confidentiality to you is observed.

We reserve the right to charge you for retrieving the documents from storage and for passing them to other people or back to you. We also reserve the right to charge for storage in the future, but only after notifying you.

**Our Retainer:**

We may end the retainer by writing to the last address we have for you if:

- (a) By continuing to act would be a breach of our duties as Officers of the Court or under Solicitor's Practice Rules.

- (b) You fail to provide information or instructions within a reasonable amount of time.
- (c) A conflict of interest arises.
- (d) The necessary confidence needed between a solicitor and client is irretrievably destroyed and you fail to co-operate with our efforts to advise and assist you.

**Termination:**

You may terminate your instructions with us in writing at any time and you will only be liable to pay for work already done (or which on your authority we are irrevocably committed to do) and for expenses which we have already incurred (or are committed to incurring). If we have agreed a fee other than on an hourly rate we will charge you a fair proportion of the sum estimated or agreed for the completed matter based on the time actually spent compared with the time which the transaction should have taken.

If we decide to stop acting for you, for example, if you do not pay an interim bill or comply with the request for a payment on account, we will tell you the reason and give you notice in writing.

**Information relating to home visits and The Consumer Contracts (Information Cancellation and Additional Charges) Regulations 2013**

We will attend you at home to discuss your legal matters such as a will or lasting power of attorney and how we can help you based on your requirements.

We will have advised you in advance of any costs of the meeting and work to be conducted.

An initial payment of £250 will have been received prior to the appointment.

If you wish to cancel any instructions, we will only charge you for the initial appointment and any work undertaken in accordance with the appointment up to the time of cancellation.

You had a right to cancel the services requested within a 14 day period of the initial appointment unless you have requested a return visit during this time and/or the services have been completed at your request during this time.

On completing the supply of services in accordance with your initial appointment the contract shall be terminated.

**Lexcel**

We hold the Law Society's Lexcel Excellence Award which means that our procedures and service are subject to review. As part of this review your file may need to be audited by an external body. We will assume that your consent to an

audit is provided unless you specifically object to the same in which case please advise us in writing.

### **Complaints**

Any complaint in the first instance should be raised with the fee earner in conduct of your matter. If you are not satisfied with their resolution please contact Kelly Cirillo or Satbir Sethi in her place. They will then provide you with a copy of our complaints handling procedure along with timeframes in which your complaint will be dealt with. Following their resolution of your complaint if you remain dissatisfied you can bring your complaint to the Legal Ombudsman by telephoning them on 0300 555 0333.

### **Indemnity Insurance**

Please note that in line with Law Society requirements we hold professional indemnity insurance with a limit of £3,000,000.

**Please sign below to confirm you have read and understood these terms and conditions and wish us to proceed.**

*Signed*

*Dated*

**When attending the initial meeting please bring the following: -**

- 1. These terms and conditions duly completed.**
- 2. The attached questionnaire completed as best you can.**
- 3. Your ID documents.**
- 4. PEP Form.**
- 5. GDPR Privacy Policy**

## Questionnaire - Lasting Power of Attorney

Please complete as far as possible. We will discuss this at our initial meeting

<b>Details of donor - this is the person granting the power</b>	
<b>Full Name</b>	
<b>Known by any other names in the past (inc. maiden name)</b>	
<b>Date of Birth</b>	
<b>Address</b>	
<b>Home Telephone</b>	
<b>Mobile Telephone</b>	
<b>Email address</b>	
<b>Family dynamics</b>	
<b>Medical History</b> Include details of medication and recent hospital visits	

**Which LPA - there are two types, please mark which one(s) you would like**

**Type of LPA**

**Health and Welfare - this would deal with your personal welfare such as where you live, medical decisions etc.**

**Property and Finance - this would deal with your house, bank accounts, finances, etc.**

**Attorneys - these are the people who you are asking to act on your behalf**

**How many attorneys would you like to appoint? You can have up to four attorneys however you should consider the practicalities of having this many**

**Details of attorney 1**

**Full name**

**Known by any other names in the past (inc. maiden name)**

**Date of birth**

**Address**

**Home telephone**

**Mobile telephone**

**e-mail address**

**Relationship to you**

<b>Undischarged or interim bankrupt?</b>	<b>NB - If yes, cannot be attorney</b>
<b>Details of attorney 2</b>	
<b>Full name</b>	
<b>Known by any other names in the past (inc. maiden name)</b>	
<b>Date of birth</b>	
<b>Address</b>	
<b>Home telephone</b>	
<b>Mobile telephone</b>	
<b>e-mail address</b>	
<b>Relationship to you</b>	
<b>Undischarged or interim bankrupt?</b>	<b>NB - If yes, cannot be attorney</b>

<b>Details of attorney 3</b>	
<b>Full name</b>	
<b>Known by any other names in the past (inc. maiden name)</b>	
<b>Date of birth</b>	
<b>Address</b>	
<b>Home telephone</b>	

<b>Mobile telephone</b>	
<b>e-mail address</b>	
<b>Relationship to you</b>	
<b>Undischarged or interim bankrupt?</b>	<b>NB - If yes, cannot be attorney</b>
<b>Details of attorney 4</b>	
<b>Full name</b>	
<b>Known by any other names in the past (inc. maiden name)</b>	
<b>Date of birth</b>	
<b>Address</b>	
<b>Home telephone</b>	
<b>Mobile telephone</b>	
<b>e-mail address</b>	
<b>Relationship to you</b>	
<b>Undischarged or interim bankrupt?</b>	<b>NB - If yes, cannot be attorney</b>
<p><b>Replacement attorneys - do you wish to appoint anybody should your original attorneys be no longer able to act on your behalf?</b></p> <p>• Yes - please put details below • No</p>	
<b>Details of replacement attorney 1</b>	
<b>Full name</b>	

<b>Known by any other names in the past (inc. maiden name)</b>	
<b>Date of birth</b>	
<b>Address</b>	
<b>Home telephone</b>	
<b>Mobile telephone</b>	
<b>e-mail address</b>	
<b>Relationship to you</b>	
<b>Undischarged or interim bankrupt?</b>	<b>NB - If yes, cannot be attorney</b>
<b>Details of replacement attorney 2</b>	
<b>Full name</b>	
<b>Known by any other names in the past (inc. maiden name)</b>	
<b>Date of birth</b>	
<b>Address</b>	
<b>Home telephone</b>	
<b>Mobile telephone</b>	
<b>Undischarged or interim bankrupt?</b>	<b>NB - If yes, cannot be attorney</b>
<b>Details of replacement attorney 3</b>	
<b>Full name</b>	
<b>Known by any other names in the past (inc. maiden name)</b>	

<b>Date of Birth</b>	
<b>Address</b>	
<b>Home telephone</b>	
<b>Email address</b>	
<b>Relationship to you</b>	
<b>Undischarged or interim bankrupt?</b>	<b>NB - If yes, cannot be attorney</b>
<b>Details of replacement attorney 4</b>	
<b>Full name</b>	
<b>Known by any other names in the past (inc. maiden name)</b>	
<b>Date of Birth</b>	
<b>Address</b>	
<b>Home telephone</b>	
<b>Email address</b>	
<b>Relationship to you</b>	
<b>Undischarged or interim bankrupt?</b>	<b>NB - If yes, cannot be attorney</b>

**if you have appointed more than one attorney there are different ways in which they can act.**

- **“Jointly”**
- **“Jointly and severally”**
- **“Jointly in some matters and severally in others” - please provide details below.**

**please see below for explanation and confirm how you would like your attorneys to act. Whichever way you appoint your attorneys to act, they must always act in your best interests and make every effort to find out whether you can make a decision before they do.**

### **Jointly Only**

Your attorneys must always make all decisions together. They must agree unanimously and they must all sign any relevant documents.

With this option:

- if your attorneys can't all agree on a decision, it can't be made
- if your attorneys can't work together, your LPA won't work
- if one attorney can no longer act or dies, your LPA will stop working, unless you've appointed replacements

If you have appointed replacement attorneys, they all take over if one of your original attorneys can no longer act - your original attorneys stop acting for you. This is because the law treats attorneys who act jointly as a single unit.

### **Jointly and Severally**

Your attorneys can make decisions on your behalf on their own or together.

Any action taken by any attorney alone is as valid as if they were the only attorney. It's up to your attorneys to choose how they make decisions but they must always act in your best interests.

Most people choose this option because:

- attorneys can make simple or urgent decisions quickly and easily
- if an attorney can no longer act, the LPA won't be cancelled

It is possible for one attorney to make decisions for you without asking your other attorneys.

You can say how you'd like your attorneys to make a particular decision in the preferences section of your LPA. However, they don't have to follow your preferences.

### **Jointly for some and Jointly and Severally for others**

Your attorneys must make certain decisions together and agree them unanimously - but they can make other decisions individually.

If you choose this option you must clearly state which decisions your attorneys should make together and agree unanimously: that is, when they should act jointly.

Some people pick this option because they don't mind their attorneys taking everyday decisions alone but want them to make important decisions together, such as selling a house.

With this option:

- if your attorneys can't agree on a joint decision, it can't be made
- if one attorney can no longer act or dies, your remaining attorneys won't be able to make any of the joint decisions, unless you've appointed replacements

If one attorney can no longer act and you've appointed replacements:

- the replacement attorneys take over making all joint decisions from your original attorneys

the replacement and remaining original attorneys can make any decisions they're allowed to make individually.

<p><b>Are there any preferences regarding how you wish your attorneys to act? These are your wishes only and create no obligation on your attorneys.</b></p> <p><b>Examples include: - Finances</b>  <b>“I like to reinvest all interest from each year’s investments into next year’s ISA allowance.”</b></p> <p><b>“I would like to maintain a minimum balance of £2,500 in my current account.”</b></p>	
<p><b>Health</b></p> <p><b>“I prefer to live within ten miles of my daughter.”</b></p> <p><b>Are there any instructions that your attorneys must follow?</b>  <b>Examples are:</b>  <b>“My attorneys must not consent to any medical treatment involving blood products, as this is against my religion.”</b>  <b>“My attorneys must take financial advice before making any investments of more</b></p>	

than £5,000.”	
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### When can a Property and Finance LPA be used?

#### Option A - As soon as registered (with the donor’s consent)

Most donors choose this option because it is the most practical. While the donor still has mental capacity, their attorneys can only act with the donor's permission. The donor will still be in control of all decisions affecting them.

This option is useful if the donor is able to make their own decisions but there’s another reason they want their attorneys' help – for example, if the donor is away on holiday, or if they have a physical condition that makes it difficult to visit the bank.

#### Option B - only if the donor does not have mental capacity

This means the attorneys can only act if the donor does not have mental capacity to make certain decisions themselves. But be careful – this option can make the LPA a lot less useful. Every time the attorneys try to use the LPA, they might be asked to prove that the donor does not have mental capacity.

#### Option A of B

### Who does the donor want to make decisions about life-sustaining treatment?

**Option A** – The donor gives their attorneys authority to give or refuse consent to life-sustaining treatment on their behalf.

The donor can add preferences and instructions later in the LPA to explain what they would like their attorneys to consider if they have to make decisions about life-sustaining treatment.

**Option B** – The donor does not give their attorneys authority to give or refuse consent to life-sustaining treatment on their behalf.

Doctors will make any decisions about life-sustaining treatment, taking into account the donor’s best interests and, where possible, the views of others involved in the donor’s welfare, such as their attorneys and family members.

#### Option A of B

Will you be paying your attorneys?	<ul style="list-style-type: none"><li>• Yes</li><li>• No</li></ul>
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<p><b>Do you wish for anyone to be notified when an application to register the LPA is made? This may be your other children or relatives who are not being appointed as attorneys.</b></p> <p><b>Note - This is not mandatory</b></p>	
<p><b>Details of certificate provider if not a Solicitor of Preuveneers LLP- the certificate provider will discuss the LPA with you in private to ensure that you fully understand the same and are happy to enter into it.</b></p>	
<p><b>Would you like us to act as certificate provider?</b></p>	<ul style="list-style-type: none"> <li>• <b>Yes</b></li> <li>• <b>No</b></li> </ul>
<p><b>If no, who would you like to act? This could be your GP or someone else who has known you personally for more than two years.</b></p>	

POLITICALLY EXPOSED PERSON CHECK

**PREUVENEERS LLP**

**Name of client:**

**Client reference number:**

**UK regulations require us to review more closely retainers with clients who (a) are known as Politically Exposed Persons (PEPs) and (b) are family members or close associates of PEPs.**

PEPs are individuals who are, or have been, entrusted with prominent public functions whether in the UK or abroad. These functions include:

- Heads of state, heads of government, ministers and deputy or assistant ministers; Members of parliament or similar legislative bodies;
- Members of the governing bodies of political parties;
- Members of supreme courts, or constitutional courts or of any judicial body the decisions of which are not subject to further appeal;
- Members of courts of auditors or of the boards of central banks;
- Ambassadors, charges d'affaires and high ranking officers of the armed forces;
- Members of the administrative, management or supervisory bodies of state-owned enterprises;
- Directors, deputy directors and members of the board or equivalent function of an international organisation.

If you are currently a PEP or have been a PEP during the last 12 months or you are a family member or close associate of a PEP please provide full details in Box B below. Otherwise place a tick in Box A.

**Box A:** I do not consider myself to be a PEP. I am not related to, or a close associate of, a PEP Tick

**Box B:** (Please provide full details below:)

Signed:

Name:

Date:

## Privacy statement Issued by Preuveneers LLP

### Introduction

This policy covers the collection, processing and other use of personal data under the General Data Protection Act 2018.

Preuveneers LLP is a law firm registered in England under number OC308189 and regulated by the Solicitors Regulation Authority under number 405540. Our registered office is Preuveneers LLP, 103-105 London Road, Mitcham Surrey CR4 2JA.

Please read this Privacy Policy carefully to understand why data is being collected and what we do with that data in our possession.

### Type of information collected

The personal information we collect will depend on the nature of the services we are providing and what we are contracted to do for you. Typically, this might include the following:

Contact details (including your name, address, date of birth, and email address)

Photographic identification and proof of address documents (to carry out due diligence)

Professional information (such as job title, previous positions, and professional experience)

Banking and financial details (to establish the source of funds where a transaction is involved)

Where necessary to act in your best interests, and for the establishment, exercise, or defence of your legal matter, we may need to process information which is very sensitive in nature such as diversity and health related details. In some circumstances we may need to share this information with third parties, for example a court or tribunal. If you volunteer sensitive personal data, you will be allowing us to process it as part of engaging our services.

### Processing your information.

To comply with mandatory legal obligations to which we are subject to under EU or UK law that we process your personal data which is as follows:

- **'Personal data'** means any information relating to an identified natural person, known as the 'data subject'. An identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.
- **Own Client Data** includes first name, maiden name, last name, username or similar identifier, marital status, title, date of birth, gender and information from identification documents (passport, driving licence, National Insurance Number, email address, telephone number and may include Location Data.

- **Your Contact Data** includes first name, maiden name, last name, username or similar identifier, email address, telephone number (and which related to all personnel ordering or our Services)
- **Location Data** includes property address for the transaction.
- **Financial Data** includes bank account and payment card details.

It is necessary for the performance of a contract to which you are a party, or to take steps prior to entering into a contract with you. The retainer between you and Preuveneers LLP, which is made up of our terms of business and engagement letter, sets out the terms and the services we will provide.

Other people's information provided by you to us

**Commercial Matters:-** In the course of providing our legal and other professional services to you on commercial matters, we will hold and use personal information about you, your officers and/or your employees. When you provide personal information to us relating to your officers or employees, you confirm that you are allowed to do so. You should ensure that those individuals understand how their data will be used by us.

**Personal & Residential Matters:-** In personal matters you may be providing other third party data to us, for example details about your family members, in which case we will use such data as a data controller in our own right and will comply with data protection legislation in relation to use of that data. You must have the authority to disclose personal data if it relates to someone else and all data disclosed should be complete, accurate and up to date.

Your information

We will hold and use personal information about you in the following ways:

- Verify your identity and establish the source of funding in any transaction.
- Carry out appropriate anti-fraud checks (by conducting online searches using a third party identity provider). Please note that this will not affect your credit rating.
- Communicate with you during the course of providing our services, for example providing you with advice and dealing with your enquiries and requests.
- Prepare documentation to complete transactions and commence legal proceedings on your behalf.
- Carry out obligations arising from any contract entered into between you and third parties as part of your legal matter.
- Refer you to another department within our firm about additional legal services which may benefit you.
- Seek advice from third parties in connection with your matter, such as legal Counsel.
- Respond to any complaint or allegation of negligence against us.

- Prevent money laundering or terrorist financing in accordance with financial crime regulations.

#### Information we collect about you from others

Information may be passed to us by third parties in the course of providing our legal services. The processing of this information will be necessary for the progression of your legal matter and to enable us to act in your best interests as your legal representative.

As a law firm we have an obligation to make you aware of anything that is relevant to your matter. When we obtain information about you from a third party rather than from you directly, we will notify you of any relevant information within a reasonable period, and provide you with details including the type of data and source it came from. Typically these sources may include:

- The solicitor acting on the other side.
- Financial institutions and banks involved in financing the transaction.
- Other professional services firms (such as accountants and tax specialists).
- Government bodies (such as HM Land Registry for details of your property).
- Public sources where this relates to you or your organisation (for example Companies House/Land Registry).
- Anti Money Laundering outsourcing.

#### How long we keep your data for

We will only retain your information for as long as is necessary to:

- Carry out the legal work
- Establishment or defence of legal claims (for example negligence claims) that could be made against us.
- Compliance with legal obligations under EU/UK law (anti-money laundering regulations say your identification and source of funds information must be kept for a minimum period from conclusion of the matter).

Typically we will store the information for 7 years from the date of your file being closed and archived.

#### Who your information will be shared with

Based upon the services you need we may pass your details to selected people or organisations (data processors) to carry out certain activities on our behalf. For example, information you provide may be disclosed to search company, estate agent, who may keep a record of that information.

We may pass your information to any third parties where required to do so in the course of providing legal services, or where we are obliged by law. This will include, but is not limited to:

- A court or tribunal where we are acting for you in a dispute or litigation.
- Government bodies (such as HM Land Registry or HM Revenue and Customs for property related work).
- The solicitors acting on the other side of your matter.
- Legal counsel or other experts to obtain advice or assistance on your matter.
- Other professionals and service providers (such as insurance brokers, where you wish to take out an insurance policy as part of a transaction).
- Any disclosures to law enforcement agencies where required by law (in particular the prevention of financial crime and terrorism).
- Our regulators including the SRA, in connection with any ongoing regulatory investigation.
- Our professional indemnity insurer in the event a claim is made against us in order to defend ourselves.
- The bank or building society or other lender providing finance in the transaction.
- External auditors who may carry out independent checks of your file as part of our accreditations.
- When we receive monies on behalf of you it will be paid into a general client account with (Name of the Bank) who are the firm's banker. The general client account will hold pooled amounts for different clients and matters. If our bank requests information about who we hold funds for, we are required to provide that information. In the event of this happening, you agree to us disclosing your details to them.

At the outset of your matter we may not be aware of all the other parties involved as this will depend on the specific nature of the work.

We will not share your information with third parties for marketing purposes nor do we supply or sell your information to any third.

#### Security of your data

Your data will be held on secure servers within our Case Management system, currently provided by Practicce – Osprey TM with all reasonable technological and operation measures put in place to safeguard it from unauthorised access. Where possible any identifiable information will be encrypted or minimised.

If we have given you a username and password which enables you to access certain parts of your matter on our systems, you are responsible for keeping it confidential. Please do not share it with anyone.

## Your Right in connection with Personal Information - access and update your information

You have a right to request a copy of the personal information we hold about you, known as a data subject access request. You also have the right to request that information we hold about you which may be incorrect, or which has been changed since you first told us, is updated or removed. These requests are free of charge and can be sent to Risk Manager who is Kelly Cirillo/Satbir Sethi of Preuveneers LLP, 103-105 London Road, Mitcham, Surrey CR4 2JA

No fee usually required

You will not have to pay a fee to access your personal information (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.

### How you can object to us using your data

You can ask us to limit the way in which we are using your information or object to certain types of processing. We will do our best to comply with your request unless we have to use the information for legitimate business or legal purposes.

Please note that if you want us to restrict or stop processing your data this may impact on our ability to provide our services. Depending on the extent of your request we may be unable to continue acting for you and be forced to immediately cease acting. In these situations you would remain liable for the fees and disbursements incurred to date.

### Complaints about the use of your personal data

If you wish to raise a complaint on how we have handled your personal data, you can contact us to have the matter investigated by writing to Kelly Cirillo/Satbir Sethi Risk Manager of Preuveneers LLP, 103-105 London Road, Mitcham, Surrey CR4 2JA.

If you are not satisfied with our response or believe we are processing your personal data not in accordance with the law you can complain to the UK data protection regulator, the Information Commissioner's Office. Further details can be found at [www.ico.org.uk](http://www.ico.org.uk) or 0303 123 1113.

### If you are not our client

If you are not our client your personal data may be processed to enable us to provide legal advice to our client and may also be used in legal proceedings on behalf of our client. We are allowed to use your information because it is in the legitimate interests of our client (for example under the terms and conditions of a loan agreement) to do so. We may also have to use your personal data to comply with our own legal and regulatory obligations.

Data protection officer

We have appointed a Data Privacy Manager to oversee compliance with this privacy notice.  
If you

have any questions about this privacy notice or how we handle your personal information,  
please

contact the Data Privacy Manager. You have the right to make a complaint at any time to the  
Information Commissioner's Office (ICO), the UK supervisory authority for data protection  
issues.

Changes to this privacy notice

We reserve the right to update this privacy notice at any time, and we will provide you with a  
new

privacy notice when we make any substantial updates. We may also notify you in other ways  
from

time to time about the processing of your personal information.

To save copying please only send back this page to Preuveneers LLP

I acknowledge that I have received a copy of the privacy notice and that I have read and  
understood it.

Signature:

.....

Name:

.....

....

Date: .....

**ADVANCE CONSENT**

**TO DISCLOSE CONFIDENTIAL INFORMATION RELATING TO YOUR  
LASTING POWER(S) OF ATTORNEY**

When you make a Lasting Power of Attorney, it must be signed by an independent person who has formed an opinion that:

- 1. you have the mental capacity to make the power;
- 2. you understand the scope and purpose of the power;
- 3. you are not being put under undue pressure to make the power;
- 4. it is not being fraudulently made; and
- 5. there is nothing else which would prevent you from making the power.

Concerns can be raised with the Office of the Public Guardian who can investigate. The Office of the Public Guardian acts to safeguard people from making lasting powers where they do not have capacity or are being tricked or pressured into making a power. They may ask the person who acted as your Certificate Provider to answer questions as to how they formed their opinion. The outcome of the investigation might result in an application to the Court of Protection for a judge to be decide what should happen.

Where a solicitor is to act as a Certificate Provider it is necessary for you to give your consent to them answering questions. This is because solicitors are required by their Regulations to keep your information confidential.

It is very rare for concerns to be raised, but please can you sign the attached consent form, which will permit the certificate provider to answer questions should they be made.

**ADVANCE CONSENT**

**TO RESPOND TO QUESTIONS RAISED BY THE OFFICE OF THE PUBLIC GUARDIAN**

I \_\_\_\_\_ give my consent to:

Preuveneers LLP which includes any successive or amalgamated practice which has resulted in a change of its name or address.

To disclose any confidential information held or known in respect of me relating to the making of my lasting power(s) of attorney, to the Office of the Public Guardian and the Court of Protection.

I understand that any confidential information disclosed will be limited to what is considered by the legal practice at the time to be necessary and appropriate.

Signed.....

Dated.....