

Woodwards Solicitors Data Protection and Privacy Policy.

Overview

We are committed to protecting your personal data at all times and only share it with trusted partners to comply with our legal obligations or for the better management of your transaction.

In practice this means that the information you give us:

- is entered into our case management and the information is stored on our computer system and our case management suppliers servers, this enables to correspond with you and other parties involved in the transaction
- is used by reputable companies to undertake identification check to comply with our legal requirements.
- is used, if necessary to prove compliance with professional bodies and insurers
- is used to undertake transaction related searches

What we do not do is sell it or pass it on to third parties for marketing purpose.

You can rest assured we only collect and use such data as will assist us in dealing with your transaction and subject to our legal, professional and insurers requirement will delete it upon request.

We are obliged to give you detailed information and this is set out below

Contact Details

Woodwards Solicitors

Address

3 High Street, Biggleswade, Bedfordshire, SG18 0JE

Email

law@woodwards-solicitors.co.uk

Web

www.woodwards-solicitors.co.uk

Telephone

01767 601111

Nigel Woodward is the Data Protection Officer for Woodward

Nigel is responsible for your data and will deal with any issues or queries in relation to it.

Regulators

You have the right to make a complaint to the Information Commissioner's Office (ICO) www.ico.org.uk

This firm is authorised and regulated by the Solicitors Regulation Authority (SRA No. 69946)

Access the Authority's rules at www.sra.org.uk/code-of-conduct.page

The Kind of Information We Hold about You and How It Is Collected

Personal data, or personal information, means any information about an individual from which that person can be identified.

The majority of the data we hold on you be will information you gave to us when completing our forms of instruction, e.g. your name, address, contact details (such as email address and phone number) and any other information relevant to your transaction

Analytical processes are designed into most modern Website and although we do not actively pursue website data as you interact with our website, it may automatically collect technical data about your equipment, browsing actions and patterns. This is collected by using cookies and other similar technologies. We may obtain technical data from analytics providers based outside the EU.

How We Use Your Personal Data

We will use your personal data:

- during the course of the transaction in communication with you and interested parties in the transaction and afterwards to obtain feedback or provide you with details of our services.
- when the law allows us to do so for our legitimate interests
- when we need to comply with a legal or regulatory obligation.
- only for the purposes (or a compatible purpose) for which it was collected,

It may be used without your specific consent provided the use is lawful.

Legitimate Interest means the interest of our business in conducting and managing our business to enable us to work efficiently for our mutual benefit.

Comply with a legal or regulatory obligation means processing your personal data where it is necessary for compliance with a legal or regulatory obligation that we are subject to.

The types of lawful basis that we will rely on to process your personal data from our Website are set out below:

- to administer and protect our website (including troubleshooting, data analysis, testing, system maintenance, support, reporting and hosting of data. Such use would be necessary for our legitimate interests (for running our business, provision of administration and IT services, to prevent fraud), and to comply with a legal obligation.
- to deliver relevant website content to you and measure or understand the effectiveness of the content. Such use would be necessary for our legitimate interests (to study how customers use our services, to develop them, to grow our business and to inform market strategy).
- to use data analytics to improve our website, services, customer relationships and experiences. Such use would be necessary for our legitimate interests (to define types of customers for our services, to keep our website updated and relevant, to develop our business and to inform our marketing strategy).
- We usually do not require or rely on you specific consent as a legal basis for processing your data

A cookie may be used on our website, this is small text files placed on your computer which captures limited information about a website's users. You can set your browser to allow (all or some) cookies, to alert you that cookies are in use on the website or refuse cookies.

For general information about cookies please visit www.allaboutcookies.org.

Third-Party Links

Our website may include links to third-party websites, plug-ins and applications. Clicking on those links or enabling those connections may allow third parties to collect or share data about you. We do not control these third-party websites and are not responsible for their privacy statements.

Disclosures of Your Personal Data

We may have to share your personal data with the parties set out below:

- External Third Parties, IT service providers. Professional bodies, statutory agencies, insurers and Professional Advisers and third party providers of professional services.
- New business owners who agree to use your personal data in the same way as set out in this privacy notice.

All third parties are obliged to respect the security of your personal data and to treat it in accordance with the law. Third-party service providers should only process your personal data for specified purposes and should not use your personal data for their own purposes.

External Third Parties

Includes:

- Service providers acting as processors based in the UK who provide IT and system administration services.
- Professional advisers acting as processors including lawyers, bankers, auditors and insurers based in the UK who provide consultancy, banking, legal, insurance and accounting services.
- HM Revenue and Customs, regulators and other authorities acting as processors based in the UK who require reporting of processing activities in certain circumstances.

Data Security

Appropriate security measures are taken to prevent your personal data from being lost, accessed in an unauthorised way, altered or disclosed. Access to your personal data is limited to those employees, agents, contractors and other third parties who have a business and need to know. They will only process your personal data on our instructions and they are subject to a duty of confidentiality.

When legally required to do so we will notify you and any applicable regulator of a data breach.

International Transfers

If the law permits may we transfer your personal data outside the European Economic Area (EEA).

Data Retention

We will only retain your personal data for as long as necessary to fulfil the purposes we collected it for, or for satisfying any legal, accounting, or reporting requirements.

To determine the appropriate retention period for personal data, we consider the amount, nature, and sensitivity of the personal data, the potential risk of harm from unauthorised use or disclosure of your personal data, the purposes for which we process your personal data and whether we can achieve those purposes through other means, and the applicable legal requirements.

Your Legal Rights

Under certain circumstances, you have rights under the data protection laws in relation to your personal data. Your rights are listed below, and more detail can be found in the glossary below:

- Request access to your personal data.
- Request correction of your personal data.
- Request erasure of your personal data.
- Object to processing of your personal data.
- Request restriction of processing your personal data.
- Request transfer of your personal data.
- Right to withdraw consent.

If you wish to exercise any of the rights set out above, please contact us.

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 is clearly unfounded, repetitive or excessive. Alternatively, we may refuse to comply with your request in these circumstances.

We may need to request specific information from you to help us confirm your identity and ensure your right to access your personal data (or to exercise any of your other rights).

Glossary

Request access to your personal data (commonly known as a "data subject access request"). This enables you to receive a copy of the personal data we hold about you and to check that we are lawfully processing it.

Request correction of the data that we hold about you. This enables you to have any incomplete or inaccurate data we hold about you corrected, though we may need to verify the accuracy of the new data you provide to us.

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 successfully exercised your right to object to processing (see below), where we may have processed your information unlawfully or where we are required to erase your personal data to comply with local law. Note, however, that we may not always be able to comply with your request of erasure for specific legal reasons which will be notified to you, if applicable, at the time of your request.

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 ground as you feel it impacts on your fundamental rights and freedoms. You also have the right to object where we are processing your personal data for direct marketing purposes. In some cases, we may demonstrate that we have compelling legitimate grounds to process your information which override your rights and freedoms.

Request restriction of processing of your personal data. This enables you to ask us to suspend the processing of your personal data in the following scenarios: (a) if you want us to establish the data's accuracy; (b) where our use of the data is unlawful but you do not want us to erase it; (c) where you need us to hold the data even if we no longer require it as you need to establish, exercise or defend legal claims; or (d) you have objected to our use of your data but we need to verify whether we have overriding legitimate grounds to use it.

Request the transfer of your personal data to you or to a third party. We will provide to you, or a third party you have chosen, your personal data in a structured, commonly used, machine-readable format. This right only applies to automated information which you initially provided consent for us to use or where we used information to perform a contract with you.

Withdraw consent at any time where we are relying on consent to process your personal data. However, this will not affect the lawfulness of any processing carried out before you withdraw your consent. If you withdraw your consent, we may not be able to provide certain services to you. We will advise you if this is the case at the time you withdraw your consent.

Price Transparency Information

Fees & Expenses

Conveyancing

All solicitors are required to publish details of their fees. The theory behind this is that that potential client know what they are likely to pay and can make a judgement on this information.

We have always prided ourselves on giving a clear and understandable Estimate of fees at the beginning of every transaction, with no hidden fees. My simple philosophy is that I treat others how I like to be treated, that is, when I get a price for work to be done that's what I want to pay.

Personally I suspect the idea is flawed firstly because it is concentrating on price rather than service and because clients will be drawn in by low headline figure (we all like a bargain) but there are other fees which are set out somewhere in the small print in an additional fees table with the impression that the events which will lead to these being charged are not common but they are probably much more likely than you think.

My advice would always be to telephone the firm of solicitors you are thinking of instructing and see if you can speak to the solicitor who will actually be dealing with your matter, if you can, that's a good sign and it will also give you the opportunity of having any queries you may have answered; then see how quickly you get confirmation of their fees.

Please telephone me to so we can discuss the transaction or alternatively give me the following information in an email, this will enable me to give you an accurate estimate.

Purchase

1. Purchase price
2. Is the property Freehold or Leasehold?
3. Do you own any other property?
4. Have you previously owned or had an interest in a property in any part of the world?
5. Do you intend to live in the property as your main home?
6. Do you require a mortgage?
7. Are you purchasing under help to buy scheme?
8. Where is the property located?
9. Is it a new build or an existing property?

Sale

10. Sale price
11. Is the property Freehold or Leasehold?

Commercial Conveyancing

I will need to discuss your requirements before giving an estimate, please telephone.

Wills

If you telephone or email us we will provide you with our Will Pack which provides details of our fees for preparation of typical Wills

Lasting Power of Attorney

If you telephone or email us we will provide you with our LPA pack which provides full details of our fees.

Probate

Probate is charged at an hourly rate and the total fee will vary depending on how long is spent doing the work

Set out below is indication of fees and expenses you are likely to incur.

Purchase of a freehold residential property (up to £500,000)

WOODWARDS COSTS

Woodwards Costs	625.00	
V.A.T (20%)	125.00	
Total	750.00	750.00

WOODWARDS FEES

Bank Transfer Fee	30.00	
V.A.T (20%)	6.00	
I D Verification	10.00	
V.A.T (20%)	2.00	
Total	48.00	48.00

EXPENSES SUBJECT TO VAT

*Local, Water & Environmental	234.80	
V.A.T (20%)	46.96	
SDLT submission fee	1.80	
V.A.T (20%)	0.36	
Total	283.92	283.92

EXPENSES

Land Registry Search	3.00
Land Charges Search	4.00

Copy of Land Register	6.00	
Total	13.00	13.00

TOTAL COSTS, FEES & EXPENSES

Sale of a freehold residential property (up to £500,000)

WOODWARDS COSTS

Woodwards Costs	625.00	
V.A.T (20%)	119.00	
Total	714.00	714.00

WOODWARDS FEES

Bank Transfer Fee	30.00	
V.A.T (20%)	6.00	
I D Verification	10.00	
V.A.T (20%)	2.00	
Total	48.00	48.00

EXPENSES

Copy of Land Register	12.00	
Total	12.00	12.00

TOTAL COSTS, FEES & EXPENSES

We do not charge extra if you obtain a mortgage provided the mortgage company also instruct us (most do)

The following expenses vary depending on the price paid.

Stamp Duty Land Tax

Stamp Duty or Land Tax

This depends on the purchase price of your property. You can calculate the amount you will need to pay by using [HMRC's website](#) or if the property is located in Wales [by using the Welsh Revenue Authority's website here.](#)

Land Registry Fees (see schedule below) Most transactions attract the lower fee but the most common exceptions are the purchase of a new build or a property which is not registered at the Land Registry (which it may be if it has not been sold for 20+ years)

Help to Buy Purchase

We charge an additional £200 + VAT

Buy to Rent

We charge an additional £200 + VAT if the property already has a tenant living in it.

New Build

We do not charge anything extra but the developer's solicitors often charge a document fee, usually between a £100 - £200 plus VAT.

Lease Sale and Purchase

We charge an additional £200 + VAT.

The landlord / management company will usually charge a registration fee usually between a £100 - £400 plus VAT.

Our fees cover all of the work required to complete the purchase of the property, including dealing with registration at the Land Registry and dealing with the payment of Stamp Duty Land Tax (Stamp Duty) if the property is in England, or Land Transaction Tax (Land Tax) if the property you wish to buy is in Wales.

How long will my house purchase take?

The average process takes between 6-10 weeks but will depend on a number of factors such as length and stability of the chain.

What do you do?

Below we outlined what we do:

- Take your instructions
- Set file up.
- Receive and advise on contract documents
- Carry out searches
- Make any necessary enquiries of seller's conveyancer
- Advise on documents and information received
- Advise on mortgage offer
- Arrange for signature of documents
- Agree completion date (date from which you own the property)
- Exchange contracts and notify you that this has happened
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- Arrange for all monies needed to be received from lender and you
- Complete purchase
- Deal with payment of Stamp Duty/Land Tax
- Deal with application for registration at Land Registry

CLIENT CARE STATEMENT AND TERMS & CONDITIONS OF BUSINESS

CLIENT AGREEMENT

Our services will be provided in accordance with this Client Care Statement and Terms and Conditions of Business.

RESPONSIBILITY FOR YOUR WORK

Nigel Woodward will primarily be responsible for this matter. An alternative Solicitor or Legal Executive may be employed during holiday and other periods of absence.

CUSTOMERS SERVICE PROCEDURE

We are confident that we will give you a high quality service.

If there is any aspect of our service with which you are unhappy, we will adopt the following Customers Service Procedure.

Initially Nigel Woodward will see whether he can resolve any differences on an informal basis, if this is not possible, you will be invited to put in writing details of your concerns and he will give a full written reply in response.

If the complaint is still not resolved at the end of this complaints process you have the right to refer your complaint to the Legal Ombudsman at PO Box 6806, Wolverhampton WV1 9WJ; telephone: 0300 555 0333; (www.legalombudsman.org.uk). Normally, you will need to bring a complaint to the Legal Ombudsman within six months of receiving a final written response from us about your complaint.

It is important that you immediately raise your concerns with us. We value your custom, we endeavour to please and would not wish to think you have any reason to be unhappy with our services.

INSTRUCTIONS

If more than one person instructs us, we may accept instructions from any individual and you agree to be bound by those instructions. Information provided or given to an individual will be deemed to be given or received by all parties.

In the event that any transaction falls through these condition shall apply to any subsequent transaction.

We are authorised, unless otherwise agreed, to take such action as we think necessary to obtain the required

result. We shall not refer to you for specific instructions every time we take a step.

CHANGE OF CIRCUMSTANCES

You must immediately bring to our attention information; that could be relevant or influence our advice or acting for you.

GOOD FAITH

Information provided by you should be accurate; if it is not, we will not be liable for any loss arising from the information

FEES

When possible, our Conveyancing work is carried out on a fixed fee basis. The fixed fee includes all conventional work associated with a typical none contentious Conveyancing transaction. If additional legal services are required, a supplemental fee for the extra work involved will be charged, we will endeavour to agree this in advance. We reserve the right to withdraw from the transaction should an agreement not be reached and in these circumstances we will not charge our fee but will not be liable for any fees charged by any other party to complete the transaction.

If we charge on an hourly rate, our charge will be £250 per hour. Value Added Tax (VAT) will be added to our fees at the prevailing rate.

Money held by us on your behalf may be taken in payment or part payment of our invoice and expenses.

You remain liable for payment of expenses, whatever the outcome of your transaction.

A statement of the all known fees and expenses will be prepared prior to completion of the transaction and any balance due must be paid prior to completion and our fees and unpaid expenses will be deducted from any money received to complete the transaction.

If you have any query about the bill, you should contact us straight away.

COMMUNICATION

We will communicate with you and other people who have an interest in the transaction by such methods as we consider appropriate but will have regard to any preference you have expressed. We are not responsible for the security of any correspondence once sent.

Your particulars are held on our database. We may, use these details to send information which we think might be of interest to you. We do not make such information available to any other provider of products or services.

If we act for a lender in this transaction we have a duty to make full disclosure to the mortgagee of all relevant facts relating to the transaction. That will include disclosure of any discrepancies between the mortgage application and information provided to us, the source of funding the transaction and cashback payments or discount schemes which a seller is providing you. If a conflict of interest arises, we must cease to act for you in this matter.

ASSISTANCE

When requested you will sign any document and carry out any act that is required in connection with the transaction.

You appoint us to act as your agents for all purposes in connection with the transaction or associated security.

MONEY

You are required to ensure that money required from you is cleared in our client account the day before we are required to use it. We will not be liable for any delay or loss caused by funds not being cleared when required.

It is the firm's policy not to accept cash for more than £300.

We will not pay money to an overseas account or to a body that is not a party to the transaction.

We reserve the right not to accept payments from anyone other than you or your mortgage provider.

You agree to us not paying interest in relation to funds held as part of this transaction.

We will request the mortgage advance the day before completion. Any interest charged by your lender from the date of release of funds will be your responsibility.

If you authorise us to apply for the mortgage advance prior to exchange of contract or less than 5 working days prior to completion; we will not be responsible for any resulting interest or costs that are charged by the Lender because the transaction does not complete on the predicted completion date.

SEARCHES

You authorise us to undertake our search enquiries with a commercial search organisation. In the event that the search provider's results are inaccurate, you will pursue its insurance company and not us.

MONEY LAUNDERING PREVENTION

We are obliged to report any suspicions of money laundering, we do not accept any liability for loss arising from compliance with the legislation.

ADVICE

You should consult other suitably qualified professionals for advice on non-legal matters such as your choice of a mortgage product (Financial Advisor) the condition of the property and its market value, (Surveyor), the condition of its services (Plumber, Electrician, Gas Engineer), environmental issues (Environmental Consultant) or for specific investment or tax advice (Accountant).

Our price structure is such that your instructions are accepted on the basis that they relate solely to conveyancing law and procedure and not to the implications of the transaction on your personal or business affairs. We do not advise on family law, welfare law, tax law (other than liability to Stamp Duty Land Tax), business law or investment law. Other lawyers may offer these services but you can expect to pay for the services offered.

CONFIDENTIALITY AND DATA PROTECTION

You authorise us to disclose information:

- If required by law or regulation.
- To your mortgage provider; if it may relate to its decision to lend you money.
- Parties involved in the transaction; in order to keep them informed or facilitate the transaction
- Details of our privacy policy are available on our website and will be sent to you upon request.

Advice given by us to you is to be used only by you, in connection with this transaction. The Contracts (Rights of Third Parties) Act 1999 is excluded from this agreement.

LIABILITY

- You accept we are not responsible for:
- Changes in the law or its interpretation that occur after we have completed the transaction.
- For any loss, damage, cost or expense arising from the dishonest, deliberate or reckless misstatement, concealment or conduct of any other person or company.

- For any delay or failure to fulfil our obligations under this contract because of causes beyond our reasonable control.

If we incur losses, because of your acts or omissions we reserve the right to recover the full amount of any losses from you on a full indemnity basis.

Where you instruct other professional advisers in connection with your transaction, our position will not be prejudiced by any arrangement with them in respect of their potential liability.

You agree to indemnify us against any liability or expense, which we are legally obliged to pay or incur because of acting for you.

TERMINATION

You may terminate your instructions to us in writing at any time. We will be entitled to keep all your papers and documents if money is owing to us.

If we decide to stop acting for you, we will give you our reasons and reasonable notice.

Under the Consumer Protection (Distance Selling) Regulations 2000, you may have the right to withdraw, without charge, within seven working days of the date on which we were asked to act. If we start work with your consent you lose that right to withdraw. Acceptance of these terms and conditions of business will amount to such consent. The regulations require us to inform clients if the work involved is likely to take more than 30 days, it probably will.

FINANCIAL SERVICES AND INSURANCE CONTRACTS

We are on the register maintained by the Financial Services Authority (website www.fsa.gov.uk/register) to carry on insurance mediation activity. Responsibility for regulation and complaints handling is by the Solicitors Regulation Authority.

The Law Society is a designated professional body for the purposes of the Financial Services and Markets Act 2000, but responsibility for regulation and complaints handling has been separated from the Law Society's representative functions. The S.R.A. is the independent regulatory body of the Law Society. The Legal Ombudsman is the independent complaints handling body who will investigate any complaints made against solicitors. The Legal Ombudsman can be contacted at

PO Box 6806, Wolverhampton WV1 9WJ; telephone: 300 555 0333; website: www.legalombudsman.org.uk.

STORAGE OF PAPERS

We will keep your file of papers or an electronic copy of it (except for any papers which you ask to be returned to you or that we have sent to you) for no more than 6 years and on the basis that we have your authority to destroy the file 6 years after sending you our final bill. We will not destroy documents you ask us to deposit in safe custody.

We reserve the right to make a charge for retrieving papers or documents from storage, based upon time spent complying with your instructions.

INTERPRETATION

The expression "I", "we" "our" and "us" shall where the context permits mean the firm of Woodward's Solicitors and its owner or owners.

