

# Terms of Use, Privacy Policy, Legal Notices etc.

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## 1. General

- 1.1. SSB Law and SSB Compliance are trading styles of Simpson Sissons & Brooke LLP. Simpson Sissons & Brooke LLP is a limited liability partnership registered in England and Wales with registered number OC324388. Simpson Sissons & Brooke LLP's registered office is at 43 Townhead Street, Sheffield, South Yorkshire, S1 2EB and our VAT registration number is 905 0204 76.
- 1.2. References on this website to 'SSB', 'the firm', 'we', 'us' or 'our' mean Simpson Sissons & Brooke LLP. The term 'partner' in relation to SSB refers to a member of Simpson Sissons & Brooke LLP or to an employee or consultant with equivalent standing and qualifications. A list of our members' names may be inspected at our registered office.
- 1.3. The legal information on this website is to provide users with the terms upon which they use the website and to make accessible certain other legal and regulatory information which it is best practice to place in the public domain where it can be easily accessed by clients and other interested third parties. The legal information on this website should, for clients of the firm, be read in association with the client care documents (including the client care summary and the client care terms) and other documents referred to in the client care documents (such as the conditional fee agreement). The client care documents shall take precedence over any legal notice on this website in the event that they differ from one another.

## 2. Terms of Website Use

- 2.1. Use of this website is governed by the following terms which were last reviewed in February 2015. We may make further changes and your continued use of this website after we have made any such changes will signify your consent to the changes. Specific terms may also apply to the provision of any of the services that we provide via this website. You should check any specific terms that apply to the services which you use.
- 2.2. We reserve the right to alter, suspend or discontinue any part of the website or the services provided through it, including your access to it. Whilst we make every effort to ensure that the information contained within this website is correct, visitors should be aware that the information may have become out of date and we give no warranty or make any representation regarding the fitness for purpose, continued availability, quality, accuracy or completeness of the content of this website. Accordingly, the materials on this website do not give specific legal advice and should not be relied on as doing so. In particular you should be aware that laws and regulations might be different outside England. Your use of this website does not create a contractual or solicitor-client relationship between you and SSB. We recommend you contact the advisers who are named in the website for advice about particular matters. SSB excludes all liability for any kind of loss or damage that may result to you or a third party in connection with the use, inability to use, or the results of use of this website.
- 2.3. Website visitors are permitted to read the contents and to download and store on a temporary basis any of the contents of this website provided this is for their own personal or non-commercial use. Apart from content specifically made available for download, such as court forms and publications, you may not permanently copy, store or redistribute the contents of this website in any way. Where we make content available for downloading this is only for your personal use, or for circulation within your business and is not for commercial re-use. You may not set up links from your own websites to SSB's website without our prior written consent.
- 2.4. Any links to other websites from this website are provided for convenience only and SSB accepts no responsibility or liability in connection with your use or reliance on the content of any linked website. The inclusion of any link does not imply endorsement by SSB of any linked website or its provider.
- 2.5. For further information on the use of materials from this site, or if you experience any problems with this site, please contact us by writing to the Marketing Manager at our registered office.

## 3. Data Protection

- 3.1. We take information management and data protection seriously and safeguarding the privacy of our website visitors is important to us. Our Privacy Policy (see section 23 below) forms an integral part of these terms and conditions and should be read in conjunction with these terms.

## 4. Copyright and Intellectual Property

- 4.1. Copyright and other intellectual property rights in the content of the website, including any SSB marks, logos and brands, belongs to SSB or its licensors (who have expressly licensed content to SSB). All rights, save as expressly granted, are reserved. If you are in doubt whether an item is copyright or a trade mark of SSB please contact us for clarification.

## 5. Governing Law

- 5.1. This legal notice and all issues regarding SSB's website (including our Online Legal Services) are governed by English law. Access is granted on condition that you accept all of the above and agree to the jurisdiction of the English courts to settle matters in relation to the website.

## 6. Disclaimers Relating to Downloads

- 6.1. This website allows users to download certain court forms and documents, which are also available directly from [HM Courts and Tribunals Service](#) website and various other websites.
- 6.2. To the extent permitted by law, SSB excludes all liability in contract, tort (including negligence) breach of statutory duty or otherwise for any costs, losses, claims, damages, expenses or proceedings (including special, incidental or consequential loss or damage, loss of profits and wasted management time) incurred or suffered by you arising directly or indirectly in connection with the use of the download facility and the content of any downloaded material including any loss, damage or expense arising from, but not limited to, any defect, error, imperfection, fault, mistake or inaccuracy or copyright with the downloads, their content or associated services or due to any unavailability of part or all of any associated website or associated service.
- 6.3. The court forms available for download are created exclusively by third parties and the firm excludes all liability for any illegality arising from error, omission, inaccuracy or copyright in such material and takes no responsibility for such material.
- 6.4. The download facility relies upon other websites which are not under the control of and are not maintained by the firm. The firm makes no warranty or representation as to the fitness for purpose of these sites.
- 6.5. The download facility is provided solely for your convenience and the firm does not necessarily endorse the material which can be downloaded and will have no liability to you in respect of the same.
- 6.6. The download facility should not be used as an alternative to legal advice from a qualified solicitor and its use does not create a solicitor-client relationship between you and this firm. It is the responsibility of users to check that they are downloading the correct form before incurring any court fees.
- 6.7. Any material downloaded or otherwise obtained through the use of the website is done at your own discretion and risk and that you will be solely responsible for any damage to your computer system or loss of data that results from the download of any such material.
- 6.8. The firm cannot guarantee that your use of the download facility will be free from error and/or uninterrupted and we shall not be liable for any damages including, but not limited to, indirect or consequential damages, damages for loss of opportunity or chance, or any damages whatsoever arising from use or loss of use, data, or profits, whether in contract, negligence or other tortious action, arising out of, or in connection with the download facility or any associated website.

- 6.9. Whilst effort has been taken to ensure that the download facility is free from viruses, no warranties are given that it is free from viruses and users are responsible for ensuring that they have installed adequate virus checking software. The firm shall not be liable for any viruses or any other computer code, files or programs designed to interrupt, restrict, destroy, limit the functionality of or compromise the integrity of users' computer hardware. All documents are downloaded at the user's own discretion and risk and the user shall be solely responsible for any damage to the user's computer system or loss of data that results from the download of any documents.
- 6.10. Nothing in these terms serves to exclude or limit liability for death or personal injury arising from negligence or any liability which is otherwise prohibited from being excluded by law.
- 6.11. Some of our legal services are available through our website, but with certain limitations and the following separate and distinct terms and conditions:
- 6.11.1. Downloadable guidance notes and forms
- 6.12. Guidance notes should not be considered a substitute for legal advice but are designed to assist you to complete relevant legal documents and general information. We always recommend legal advice that is specific to your circumstances and would be more than happy to explain the benefits of our bespoke services.
- 6.13. You should not use our online services if you are under any influence from a third party or if you do not feel you are of sufficient mental capacity. Similarly, if another person is legally responsible for managing your affairs, you should not instruct us without their permission. If you are in any doubt as to whether you should be instructing a solicitor, or if you do not feel comfortable doing so, please contact us.
- 6.14. Refund Policy – If you use our online legal services we will not meet with you. In this instance the Consumer Contracts (information, Cancellation and Additional Charges) Regulations 2013 apply to the services. This means that normally you have the right to cancel your instructions to us within 14 days of our acceptance of those instructions. However, as the service will have been delivered when you receive the email enabling you to download the guidance notes, this right will be lost. If you change your mind or are not happy with any Document you have purchased, you may contact us within 14 days of the purchase of the Document. Please contact us at [customer.care@ssblaw.co.uk](mailto:customer.care@ssblaw.co.uk) or call 0114 241 3970.

## 7. Complaints Policy

- 7.1. We know that from time to time mistakes will happen, things will go wrong – and where they do we want to sort it out and put things right as quickly and effectively as possible. We want to use any concerns or complaints as a way of improving our service. When we are dealing with complaints, we will always aim to be reasonable, fair and proportionate, and accessible and responsive to your needs. Our Complaints Handling Procedure (see section 8 below) tells you how to make a complaint and this Complaints Policy tells you what you can expect from us when you do make a complaint.
- 7.2. Accessibility
- 7.2.1. We will always make you aware of how to complain, both when you first instruct us, and at the time you raise any concerns.
- 7.2.2. If you tell us about any special needs or disabilities you may have, we will try our best to make arrangements to accommodate you.
- 7.3. Good Client Care

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7.3.1. We will ensure that the staff handling your complaint are properly trained and equipped and that they understand what they should do to provide a good complaints handling process.

7.3.2. We will handle your complaint in accordance with the law, any relevant policies and guidance, and with all published service standards.

## 7.4. Client Focus

7.4.1. Our Complaints Handling Procedure (See section 8 below) will be clear and simple and will contain as few stages as possible.

7.4.2. Your complaint will be acknowledged and dealt with promptly and you will be given clear timescales at each stage of the process.

7.4.3. We will deal with your complaint more quickly than the rules require us to if there is a reason why this is desirable.

7.4.4. We will communicate with you, whether in writing or on the phone, in a clear and understandable way.

## 7.5. Accountability and Transparency

7.5.1. We will properly investigate your complaint and objectively consider the issues and evidence involved.

7.5.2. We will give you a clear and honest explanation for the decision provided based on the evidence.

7.5.3. We will advise you of your right to complain to the [Legal Ombudsman](#) if you remain unhappy with our final decision.

7.5.4. We will keep an ordered and full record of the way in which your complaint was handled, and will not store this information on your matter file.

## 7.6. Acting Fairly and Proportionately

7.6.1. We will treat you impartially without any discrimination or prejudice.

7.6.2. Where reasonably possible, we will make sure that your complaint is reviewed by someone who was not involved in the matter leading up to your complaint.

## 7.7. Putting things Right

7.7.1. If we admit that we have made a mistake or omitted to do something that we should have done, we will offer you our full apologies at the earliest opportunity, as well as an explanation offered about what went wrong.

7.7.2. Any offer of redress we make you will be prompt and proportionate; we will always try to consider the impact of our mistake on you, and recognise any upset and inconvenience we may have caused.

## 7.8. Learning from Complaints

7.8.1. We will try to identify ways to improve the service we provide.

7.8.2. Whenever possible we will tell you of any changes to our procedures and systems which were introduced as a result of your complaint.

## 8. Complaints Handling Procedure

8.1. This Complaints Handling Procedure tells you how we will deal with your complaint and how long it is likely to take. It also provides important information about what you can do if you are not happy with the way in which we are dealing with your complaint, or about our final decision. Our Complaints Policy (see section 7 above) contains further information about what you can expect from us when you make a complaint.

## 8.2. Complaints About Charges

8.2.1. This procedure applies to complaints about our charges, or any other aspect of your bill, in the same way as to any other complaint.

8.2.2. The procedure under which a Remuneration Certificate could be issued under the [Solicitors \(Non-Contentious Business\) Remuneration Order 1994](#) was abolished in 2009 and is no longer available for bills dated later than 11 August 2009. However, if you are not satisfied with our response to a complaint about fees, you can still complain to the [Legal Ombudsman](#) (see section 8.11 below).

8.2.3. You may also be entitled to have our fees and expenses reviewed by the court by applying for an assessment of the bill under [Part III of the Solicitors Act 1974](#). This applies to all our work, and not just to the conduct of litigation on your behalf. If you take advantage of the [Solicitors Act 1974](#) procedure within a month from the date of our invoice, your right to a detailed assessment is unconditional. If you delay beyond a month the court may impose conditions. Once a year has elapsed since the date of the bill you will lose the right to a detailed assessment unless there are special circumstances. The [Legal Ombudsman](#) may not consider a complaint about a bill if you have applied to the court for such an assessment.

## 8.3. Complaints From Third Parties

8.3.1. It is our duty as solicitors pursuant to principle 4 of the [SRA Code of Conduct 2011](#) 'to act in the best interests of each client'. We also owe certain limited duties to third parties such as:

- people and organisations whose interests are opposed to our clients, including parties to transactions and opposite parties in disputes in which our clients are involved; and
- people and organisations whose services we have used on behalf of clients, such as barristers, foreign lawyers, consultants, experts, agents and witnesses.

8.4. However, our primary duty is to our clients. In performing those duties we may write and do things to which third parties object, while still acting within the law, applicable procedure, and our professional rules of conduct. In some situations, whether we have been in breach of a duty to someone who is not a client will be a matter for someone else to decide. For example, the way we behave in court or tribunal proceedings is first and foremost a matter for the court or tribunal.

8.5. This Complaints Procedure applies equally to complaints from third parties but, for the reasons set out above, we may have to delay or reject such complaints. Also, the [SRA Code of Conduct 2011](#), advises solicitors not to communicate directly with other parties who are using a solicitor without that other solicitor's consent or unless there are exceptional circumstances.

## 8.6. Charges

8.6.1. We will not charge you for handling your complaint.

## 8.7. Designated Complaints Handler

8.7.1. If you have any concerns about our service, our work, or our charges, you should discuss these first with the solicitor or fee earner who has day-to-day control of your matter.

8.7.2. If this person cannot satisfactorily address your concerns and you wish to make a complaint, please contact our Designated Complaints Handler, Jeremy Brooke.

8.7.3. You can write to Jeremy Brooke at our registered office or send an Email to [jeremy.brooke@ssblaw.co.uk](mailto:jeremy.brooke@ssblaw.co.uk)

## 8.8. Step One: Acknowledging your Complaint

8.8.1. Within two working days of receiving your complaint, your complaint will be recorded in our Complaints Register and a separate file will be opened in which we will store any correspondence and other documents relating to your complaint. Within two working days we will also send you a letter acknowledging your complaint.

## 8.9. Step Two: Investigating your Complaint

8.9.1. Within five working days of receiving your complaint, we will review your file(s) and any other relevant documentation and send you a letter telling you how we propose to deal with your complaint. Examples of what we might say in this letter are as follows:

- If your complaint is straightforward we might make suggestions as to how we can put things right or we may offer you some form of redress;
- If your complaint is more complicated we might ask you to confirm, explain or clarify any issues;

8.9.2. We may ask to meet with you to discuss things face-to-face and we would hope to be in a position to meet with you no longer than fourteen working days after first receiving your complaint. If you would prefer not to meet, or if we cannot arrange this within an agreeable timescale, we will write to you fully setting out our views on the situation and making suggestions as to how we can put things right, or asking you to confirm, explain or clarify any issues. Within three working days of any meeting, we will write to you again to confirm what took place and to confirm any offer of redress that we have made.

8.9.3. Whichever form our investigation takes, we will aim to give you our final decision within six weeks of receiving your complaint (or sooner if possible).

## 8.10. Step Three: Appealing against our Final Decision

8.10.1. If you are not satisfied with our final decision, please let us know and we will review our decision again. We will let you know the result of any appeal within five working days of receiving your appeal.

## 8.11. Step Four: The [Legal Ombudsman](#)

8.11.1. If you are still not satisfied, you can then contact the [Legal Ombudsman](#) about your complaint. There are time limits for bringing a complaint to the Legal Ombudsman, linked to the date of the act or omission giving rise to a complaint or the date on which you should reasonably have known there were grounds for a complaint. The relevant time limits are set out in the version of the Legal Ombudsman's Scheme Rules in force from time to time and may only be extended by the Legal Ombudsman in exceptional circumstances. If you wish to bring a complaint to him, you should refer to the version which is in force at the time of your complaint. The Rules can be accessed at: [Legal Ombudsman Scheme Rules](#).

8.11.2. Ordinarily, you cannot use the [Legal Ombudsman](#) unless you have first attempted to resolve your complaint using our internal Complaints Handling procedure, but you will be able to contact the [Legal Ombudsman](#) if:

- The complaint has not been resolved to your satisfaction within eight weeks of first making the complaint to us; or

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- The [Legal Ombudsman](#) decides that there are exceptional reasons why the [Legal Ombudsman](#) should consider your complaint sooner, or without you having to use our internal Complaints Handling Procedure first; or
- The [Legal Ombudsman](#) considers that your complaint cannot be resolved using our internal Complaints Handling Procedure because the relationship between you and us has broken down irretrievably.

8.11.3. If you wish to make a complaint to the [Legal Ombudsman](#) you must be one of the following (if you are not, you should be aware that you can only obtain redress by using our Complaints Handling Procedure or by mediation or arbitration, or by taking action through the Courts):

- An individual;
- A micro-enterprise as defined in [European Recommendation 2003/361/EC](#) of 6 May 2003 (broadly, an enterprise with fewer than 10 staff and a turnover or balance sheet value not exceeding €2 million);
- A charity with an annual income less than £1 million;
- A club, association or society with an annual income less than £1 million;
- A trustee of a trust with a net asset value less than £1 million;
- or a personal representative or the residuary beneficiaries of an estate where a person with a complaint died before referring it to the [Legal Ombudsman](#).

8.11.4. The [Legal Ombudsman](#) will:

- investigate the quality of professional service supplied by a solicitor to a client;
- investigate allegations that the solicitor has breached rules of professional conduct;
- express a view on whether the solicitor's charges are found reasonable;
- reduce fees; and/or award compensation for inadequate professional services.

8.11.5. The [Legal Ombudsman](#) will not:

- determine whether a solicitor has been negligent;
- determine whether anything a solicitor has done amounts to misconduct;
- give legal advice or tell a solicitor how to handle a case;
- review the outcome of a Court case;
- review a decision of the [Legal Services Commission](#).

8.11.6. If the [Legal Ombudsman](#) believes that there may have been a breach of the rules governing the professional conduct of solicitors (as opposed to a problem with the service we have provided) it may refer the matter to the [Solicitors Regulation Authority](#) which is a separate independent body charged with the regulation of the solicitors' profession.

8.11.7. [Legal Ombudsman](#) Contact Details

Address: PO Box 6806, Wolverhampton, WV1 9WJ  
Telephone: 0300 555 0333  
Email: [enquiries@legalombudsman.org.uk](mailto:enquiries@legalombudsman.org.uk)  
Website: [www.legalombudsman.org.uk](http://www.legalombudsman.org.uk)

## 9. Mandatory Principles

9.1. In accordance with the [SRA Code of Conduct 2011](#) solicitors must:

- uphold the rule of law and the proper administration of justice;
- act with integrity;

- not allow their independence to be compromised;
- act in the best interests of each client;
- provide a proper standard of service to their clients;
- behave in a way that maintains the trust the public places in them and in the provision of legal services;
- comply with their legal and regulatory obligations and deal with their regulators and ombudsmen in an open, timely and co-operative manner;
- run their business or carry out their role in the business effectively and in accordance with proper governance and sound financial and risk management principles;
- run their business or carry out their role in the business in a way that encourages equality of opportunity and respect for diversity; and
- protect client money and assets.

9.2. We are unable to accept instructions to carry out work for you which would, or in a way which would offend against one or more of these principles or any other provision of the [SRA Code of Conduct 2011](#).

## 10. Anti-Money Laundering

10.1. Within the Law there are several items of legislation aimed at preventing money laundering and terrorist financing activities and enabling prosecutions to be brought, including:

10.1.1. [The Proceeds of Crime Act 2002](#);

10.1.2. [The Terrorism Act 2000](#); and

10.1.3. [The Drug Trafficking Act 1994](#).

10.2. In terms of the controls required by financial businesses and law firms, the important legislation (which apply to any proceeds of crime, however minor) comprises:

10.2.1. [The Money Laundering, Terrorist Financing and Transfer of Funds \(Information on the Payer\) Regulations 2017](#);  
and

10.2.2. [The Serious Organised Crime and Police Act 2005](#).

10.3. In order to comply with the Proceeds of Crime Act 2002 and Money Laundering, Terrorist Financing and Transfer of Funds (Information on the Payer) Regulations 2017, we are obligated to undertake detailed client due diligence measures and ongoing monitoring for both new and existing clients. It is our policy to verify the identity of all new clients and any existing client that has not been verified within the previous 2 years. Due diligence will be carried out on connected parties such as the beneficial owners of a client as part of the verification process. Accordingly, our clients are required to provide such verification information as is requested by us as soon as possible.

10.4. Under the provisions of the Proceeds of Crime Act 2002, we may be required to make a report to the relevant authorities (such as the National Crime Agency) if at any time we become aware of or suspect (whether from the client concerned or any other person) the existence of the proceeds of crime in relation to any services on which we are engaged. Our obligation to make such a report will, in certain circumstances, override our duty of solicitor/client confidentiality and we may not be permitted to inform the client concerned whether or not we have made, or might intend to make, such a report.

10.5. We may terminate the provision of any services to a client, or be instructed to do so by the relevant authorities, if such client fails to provide evidence of identity or if we suspect that the client or any other party connected with such client or with the matter is involved in activities prescribed by the Proceeds of Crime Act 2002.



## 11. Bribery Act

11.1. We are committed to preventing bribery and corruption and have a zero tolerance policy to it. It is our policy to comply with the [Bribery Act 2010](#) and we have in place procedures designed to prevent our members and employees from engaging in any activity which would constitute an offence under the Bribery Act 2010.

## 12. Confidentiality and Disclosure

12.1. We will keep the affairs of our clients confidential unless disclosure is required or permitted by law or the client gives consent for the disclosure. Clients are required to give their consent for us to make the following disclosures:

12.1.1. Disclosures which are necessary for the purpose of acting for the client;

12.1.2. Disclosures to other advisors working for the client concerned on the same matter, to our auditors, to our own legal and professional advisors, to the relevant court or tribunal, to our insurers and insurance brokers, to HM Revenue & Customs, to credit reference agencies, to the client's mortgage lender or legal expenses insurer, and to external consultants and assessors assisting the firm with risk management, regulatory compliance or quality assurance.

12.1.3. Disclosures to an outside agency for the collection of debt owed to us by you to enable the collection of the debt.

12.2. We will disclose to our clients all information relevant to the client's matter of which we have knowledge, unless such disclosure would breach our duty of confidence to another client or former client or unless such disclosure is prohibited by law or the professional rules of conduct or non-disclosure is permitted by law or the professional rules of conduct.

12.3. If, as a result of our acting for a client, such client acquires any information in respect of which we give notification that we owe a duty of confidentiality to a third party, the client will keep such information strictly confidential and not disclose it without our prior written consent

## 13. Conflicts of Interests

13.1. Before accepting instructions we carry out a thorough standard conflict checking process, to ensure that no conflict of interests exists between us or another client in relation to the instructing client or the matter concerned.

13.2. We will not act for a client where a conflict of interest arises or might reasonably be expected to arise between:

13.2.1. that client and SSB; or

13.2.2. between that client and another client;

13.3. We will not act for a client where to do so would impair our ability to act in the best interests of another client.

13.4. We will not act for two or more clients at the same time in relation to the same or related matter if our duties to each client conflict, or there is a significant risk they may conflict, except where:

13.4.1. this is permitted by the [SRA Code of Conduct 2011](#); and

13.4.2. we have obtained all necessary informed written consents

13.5. Subject to the above, we may act for clients engaged in activities similar to or competitive with each other.

## **14. Contentious work - Costs Risk Warning**

14.1. In litigation generally, the court may order one party to pay the costs of the other. The court usually orders the unsuccessful party to pay all or a part of the successful party's costs although there is no certainty about this. The successful party usually recovers a proportion of its costs from the unsuccessful party although there is no certainty about this. You should be aware that:

14.1.1. If you make an interim application to court which does not succeed you may have to pay the other side's costs, usually within two weeks.

14.1.2. If you lose the case you may have to pay the other side's costs and it is not usually possible for you to withdraw from the case without dealing with the issue of those costs.

14.1.3. Costs awarded have to be proportionate to the value of the dispute and, in the ordinary course, recovered costs rarely exceed 60-70% of actual expenditure.

14.1.4. You will still be liable to pay our invoices in full even if the other party fails to pay the costs awarded to you by the court.

14.2. Issues which the court may take into account in assessing the costs payable or recoverable include:

14.2.1. efforts made before and during the proceedings to try to resolve the dispute, including the appropriate use of mediation and other alternative dispute resolution procedures;

14.2.2. the effects of payments into court and offers of settlement;

14.2.3. the complexity and size of the matter and the difficulty or novelty of the questions raised;

14.2.4. the skill, effort, specialised knowledge and responsibility involved;

14.2.5. the time spent;

14.2.6. the place and circumstances in which the work was done.

14.3. If the other side is or becomes legally aided it is highly unlikely that you will recover your costs even if you are successful.

14.4. If you are unsuccessful, or the court so orders for some other reason, you may be ordered to pay the other side's costs. We will discuss with you whether the likely outcome will justify the expense/risk.

## **15. Contentious work – paying for your case**

15.1. Legal expenses insurance may be included in your contracts of insurance (for example home or motor insurance) and you should check your policies to see if you are covered. You may also have legal expenses insurance with a credit card or as a result of your membership of a trades union. Your policy may cover your costs and/or your liability to pay the other side's costs. If you believe you are covered, please discuss this with us so that we can assist you in notifying your insurer. If you do not have legal expenses insurance, you may be able to purchase insurance to cover you in the event that you have to pay the other side's costs.

15.2. A conditional fee agreement is an agreement whereby we would be entitled to charge you a success fee if you were successful, and would charge you no fee or a reduced fee if you were not successful. Not all matters are suitable for this type of conditional fee arrangement but we are happy to discuss this further with you at your request.

## 16. Current Law

16.1. SSB provides legal services and advises on the law of England and Wales.

16.2. The advice we provide to our clients is in accordance with the law which governs the provision of legal services from time to time and the proper interpretation of the law which applies to the client's matter, as each exists on the date on which the advice is provided. If there is any change in such laws, or in their interpretation after the date on which the advice is given, we have no responsibility to notify our clients of the change or the consequences of such change.

## 17. Financial Services and Insurance Mediation

### 17.1. Marketing

17.1.1. Where this website or any other of our promotional literature or materials refer to the provision of financial services by the firm (such as our ability to help clients arrange after the event legal expenses insurance or title indemnity insurance) such references do not indicate and should not be understood as indicating that the firm is a person to whom the general prohibition does not apply. The general prohibition against providing financial services which are regulated activities does apply to the firm and its members and employees. The firm is not authorised by the Financial Services Authority nor is it exempt from authorisation under sections 38 – 39A of the [Financial Services and Markets Act 2000](#).

### 17.2. Insurance mediation activity

17.2.1. The firm is not authorised by the Financial Conduct Authority. However, we are included on the Register maintained by the Financial Conduct Authority so that we can carry on insurance mediation activity in the UK, which is broadly the advising on, selling and administration of insurance contracts. This part of our business, including arrangements for complaints or redress if something goes wrong, is regulated by the Solicitors Regulation Authority. The Register can be accessed via the [Financial Conduct Authority website](#).

### 17.3. Investment transactions

17.3.1. The firm is not authorised under the Financial Services and Markets Act 2000 but we are able in certain circumstances to offer a limited range of investment services to clients because we are regulated by the Solicitors Regulation Authority. We can provide these investment services if they are an incidental part of the professional services we have been engaged to provide. Nothing we say or do should be construed as an invitation or inducement to engage in investment activities, nor as advice on the investment merits of acquiring or disposing of particular investments.

## 18. Interest Policy

### 18.1. Interest payments

18.1.1. Subject to certain conditions set out in Rule 22 to 25 of the [SRA Accounts Rules 2011](#) a sum in lieu of interest must be accounted to clients when it is fair and reasonable to do so in all the circumstances.

18.1.2. Our policy seeks to provide for a fair and reasonable outcome for both our clients and this firm.

18.1.3. Our policy on interest shall be kept under review. The policy may change if the Bank of England base rate increases or decreases. At the date of the preparation of this policy, the interest rates payable on client accounts was extremely low – around 0.1% and the Bank of England base rate is 0.5%. This means that the sums of money involved are negligible.

18.1.4. The rate of interest available on client accounts is significantly lower than the rate of interest which can be obtained on other bank or building society accounts. This reflects the fact that immediate access is required to client accounts in order to comply with the accounts rules and to facilitate the smooth completion of transactions. It is therefore unlikely that the funds will attract as much interest as if you had invested those funds yourself.

18.1.5. All interest arising from cleared funds held on behalf of a trust will be credited to the trust whether those funds are held in a general client account or a separate designated client account (formerly known as a Designated Deposit Account).

18.1.6. For cleared funds paid into general client accounts, the practice shall account for interest unless one of the following circumstances applies:

- The amount of interest calculated on the balance held is £20.00 or less;
- The client money was held in cleared funds in client account for a period of five working days or less.

18.1.7. All other clients shall be paid interest at the rate payable upon the practice's client account from time to time, unless there are specific circumstances which lead the client to contract out of the right to receive interest payments (for example where the client agrees the practice may keep interest payments to remunerate the practice for acting as stakeholder in the transaction or where the client's religious beliefs prohibit the receipt of interest).

18.1.8. In certain circumstances a separate designated client account will be opened on behalf of clients. All interest arising from funds held in separate designated client accounts will be credited to the client.

18.1.9. Where sums of money are held in relation to separate matters for the same client, the money relating to the different matters shall be treated separately unless it is fair and reasonable in the circumstances to consider the sums together.

18.1.10. Interest will not accrue on any advances from the practice under rule 14(2)(b) of the accounts rules to fund a payment on behalf of a client or trust in excess of funds held for that client or trust.

18.1.11. Where a client fails to present a cheque to his or her bank for payment we will not recalculate any amount due to the client unless it is fair and reasonable to do so, for example if the cheque has been sent to an incorrect address.

18.1.12. We will usually account to you for interest arising under our policy at the conclusion of your matter, but might, in some cases, consider it appropriate to account to you at intervals throughout.

### **19. Professional Indemnity Insurance and Limitation of Liability**

19.1. [The Provision of Services Regulations 2009](#) require us to notify details of the insurers who provide SSB its partners and employees with professional liability insurance cover that we, as a firm of solicitors practising in England and Wales, are obliged to hold by the [SRA Indemnity Insurance Rules 2011](#).

19.2. The qualifying insurers are Elite Insurance Company Limited whose address is Newton Chambers, Newton Business Park, Isaac Newton Way, Grantham NG31 9RT. This insurance covers our firm in England and Wales and extends to acts or omissions wherever in the world they may occur.

19.3. SSB alone will provide its clients with legal services and each client agrees that it will not bring any claim whether in contract, tort, under statute or otherwise against any partner or employee or of SSB and those partners and employees shall be entitled to rely on this statement insofar as it limits their liability.

## 20. Regulatory Regime

20.1. SSB is authorised and regulated by the [Solicitors Regulation Authority](#), which is the independent regulatory body of The Law Society. The firm's SRA ID number is 463498.

20.2. [Click here](#) to access the current professional rules of conduct which are applicable to this firm.

## 21. Third Party Reliance

21.1. Our advice is provided to and for the benefit of our client only. No other person may use or rely upon our advice nor derive any rights or benefits from them. The provisions of the Contracts (Rights of Third Parties) Act 1999 are to that extent excluded.

## 22. Solicitors' Compensation Fund

22.1. The [Solicitors' Compensation Fund Rules 2011](#) provide for the Law Society to establish and maintain a fund for compensation claims. Grants are made from the fund at the discretion of the [Solicitors Regulation Authority](#).

## 23. Web Site Privacy Policy

23.1. SSB takes data protection seriously and safeguarding the privacy of our website visitors is important to us. This privacy policy explains how we use any personal information we may collect when you visit our website. It also explains our use of cookies and tells you how to contact us if you have any queries about how we use your personal information. In using our website or by registering for any of the specific services we offer through it you are indicating that you understand and accept that your personal information may be used by us in the manner described below.

23.2. We review our policies regularly and any changes will be posted on this page. This policy was last reviewed and updated in May 2013.

23.3. Links with other websites

23.3.1. This Privacy Policy only relates to the SSB website. Any links from our site to other websites are provided merely for your convenience and do not imply endorsement by us of the content or provider.

23.4. Information collected and how we use it

23.4.1. When you access or sign up to any of SSB's services including newsletters, bulletins, competitions, webinars etc., we may collect and process personal information such as your name, address, telephone number, email address and other information relating to you.

23.4.2. We will store and use your personal information for purposes such as administering and maintaining our relationship with you; providing services or information requested by you; providing you with further information about our products and services; and for auditing usage of our website. Your information will not normally be disclosed to third parties except where that is necessary for fulfilment of our obligations to you or we are obliged or permitted to do so by law.

23.5. The firm does not use any web intelligence software or collect any personal data about users of this site other than aggregated data which is used to help the firm improve the quality of the site. No information about you is stored by us or transmitted by us to any third party.

23.6. Marketing

# Terms of Use, Privacy Policy, Legal Notices etc.

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23.6.1. Occasionally we may contact you with information we think may be of interest to you such as details of events or competitions hosted by SSB. If you prefer not to receive promotional material from us please contact us by e-mail at [customer.care@ssblaw.co.uk](mailto:customer.care@ssblaw.co.uk).

23.6.2. If you have previously subscribed online to receive marketing information from us and no longer wish to do so you may unsubscribe using the "unsubscribe" link at the foot of the email.

## 23.7. Use of your information outside the European Union

23.7.1. In order to provide you with requested products and services we may need to transfer your personal information to service partners based in countries outside the European Economic Area (EEA). This does not diminish your rights. SSB will take all reasonable steps necessary to ensure that any personal information transferred outside the EEA will be treated securely and in accordance with this Privacy Policy.

## 23.8. Security

23.8.1. SSB has policies and technical measures in place to safeguard and protect your personal information against unauthorised access, accidental loss, improper use and disclosure. However the internet is not completely secure and though we will do our best to protect your personal information the transmission of your data to us is done so at your own risk.

## 23.9. How we use cookies

23.9.1. Our online services use cookies, a small text file originating from us and stored by your computer. The cookie file helps identify you and any particular interests or preferences you express, making your future website visits more efficient, but it does not store any personal information. Save for the use of cookies, we do not automatically log data or collect data. You can set your computer browser to reject cookies but this may preclude your use of certain parts of our website.

## 23.10. Your rights

23.10.1. You have a right of access to personal information SSB may hold about you (we may charge a small administrative fee for this); to have inaccurate information about you corrected; and to request we stop using your personal information for marketing purposes. Access requests should be put in writing and addressed to the Data Protection Manager at our registered office.

## 24. Accessibility Help

24.1. We are committed to ensuring that our website meets high standards of accessibility and usability.

- Text Resizing
- Menu Navigation (Access Keys)
- Reporting problems

### 24.2. Text Resizing

If you have a general problem with the size of text on websites (ours and others) there are several ways of increasing the size:

- Change Operating System  
You can change settings within Windows or Macintosh operating system to increase the size of text used - this makes all text on your computer larger (not just websites)
- Change Browse Preferences  
You can change settings within your browser to increase the default size of "normal" text - this has the effect of enlarging the text on all the websites that you visit (provided those websites have been built in an accessible way)

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- Internet Explorer 6 From the top menu bar, select View and point to Text size
  - Internet Explorer 7 From the menu bar underneath the search field, select Page and point to Text size
  - Mozilla, Firefox and most other browsers (PC) Hold down the CTRL key and press + Decrease text size: Hold down the CTRL key and press -
  - Macintosh (Safari, Firefox and most other browsers) Hold down the Command key and press + Decrease text size: Hold down the Command key and press –
- Zoom-in (modern Browsers only)  
You can use modern browsers to enlarge any web-page - the effect is to zoom-in to the page just like enlarging an image. All "modern" browsers support this feature: Mozilla, Firefox, Safari, and Internet Explorer 8 (but unfortunately not Internet Explorer versions 6 or 7)

### 24.3. Menu Navigation (Access Keys)

You can navigate through the menu using the TAB key.

### 24.4. Reporting Problems

For further information on the use of materials from this site, or if you experience any problems with this site, please contact us by writing to the Marketing Manager at our registered office.