

Letter of Engagement, Client Care, Complaints and Data

Terms of Engagement

These Terms of Engagement are intended to explain the basis upon which we will act on your behalf, together with any variations agreed and any signed instructions they shall form and constitute the contract between the “Client” and the “Company” and where relevant Ms D Smythe (‘barrister’). If you provide our firm with further work concerning other matters, these Terms of Engagement will be deemed to continue to apply to any new instructions from you. The terms of this agreement are governed by English laws and any dispute shall be resolved within the jurisdiction of the courts of England and Wales.

Pursuant to these Terms the following terms shall have the following meanings:-

- a) “us” or “we” or “our” or “firm” shall mean the Company and any successor company
- b) “you” or “your” shall mean our Client
- c) “Client” shall mean the person(s), firms or company purchasing services from the Company.
- d) “Matter” means any specific transaction in relation to which you ask us to provide services whether or not it has been defined in a letter or engagement or other agreement.
- e) “Services” shall mean our products and services provided to you in relation to a specific Matter whereby this may include various products brought together to form a package (“Package”).
- f) “barrister” means Ms D Smythe an authorised provider of legal services

1. The Company

- 1. LumioLex Ltd is a legal consultancy firm registered in England and Wales under Company No. 17031765 whose registered office is at 16 Hawthorne Road, Cannock, WS12 0RX (“the Company”).
- 2. The Client’s contractual relationship under these Terms may operate in one of two capacities depending on the nature of the Matter:

- a) Where the Matter involves non-reserved legal consultancy services, the contracting party and service provider is LumioLex Ltd.
 - b) Where the Matter involves reserved legal activity, litigation, representation, or any activity that may constitute regulated claims management activity, the contracting party and legal service provider is Ms D. Smythe, a practising barrister instructed on a direct access basis.
 - c) In matters involving reserved legal activity or any activity falling within Articles 89G–89M of the Financial Services and Markets Act 2000 (Regulated Activities) Order 2001, the contracting legal service provider is Ms D. Smythe. LumioLex Ltd acts solely as administrative service provider to Ms Smythe and is not the provider of legal services in such matters.
 - d) Any advice, investigation, representation or negotiation in relation to such claims is undertaken solely by Ms Smythe in the ordinary course of legal practice.
 - e) Litigation proceedings are issued in the Client’s name in accordance with procedural rules. Any representation, advocacy, drafting of pleadings, or conduct of litigation is undertaken solely by the authorised legal practitioner.
3. The Company operates in accordance with its Code of Practice, copies of which are available free of charge from the Company. Instances of noncompliance with this Code should be addressed to the company in writing.
 4. Any advice that is given by the Company is based on its understanding of law, practices and procedures at the date of this agreement. The Company is not responsible for any consequences arising from any future changes in law, practices or procedures.
 5. The Company has professional indemnity insurance of £2 million and public liability insurance of £5 million to cover claims and losses within the United Kingdom, arising as a result of any negligent act by it.

2. Services

1. The company is a Legal consultancy firm and is not a Bank, Securities Broker or Financial Planner. Information provided by the Company is not intended to and does not constitute financial advice.
2. Whilst the company is a legal consultancy the company does not offer reserved legal services This status limits the services the company can provide to you. The Company can provide you with, and has professional indemnity insurance to offer the following legal services:
 - a) *Mediation.*
 - b) *Advice on disputes*
 - c) *Opinion writing.*
 - d) *Letter writing for Pre-action protocol.*
 - e) *Non-disclosure agreements.*
 - f) *Contract review and Writing.*
 - g) *Policy writing for regulatory compliance.*
 - h) *Tribunal representation when permitted by law or on instruction from a business*
3. No agent or owner of the Company shall be regarded to be 'Holding Out'. This statement is to explain that any member, consultant or owner of the of the company will not be 'holding out'. All work undertaken by the Company on behalf of the Company shall be acted within the capacity of a legal consultant, this status is offering to provide you with legal consultancy. Although some member or owners of the Company may or are qualified as barristers, they are not entitled to practise as a barrister; and are not attached to any Chambers; or, they are not offering their services as a barrister through the company. Therefore, in providing any legal services to you no member of the company will be acting as a barrister and will not be subject to many of the rules which regulate practising barristers.

- a) If you require services outside of the scope that the Company can provide we are happy to refer to providers of these services if it is requested by you.
- b) Where an activity may fall within Articles 89G–89M of the Regulated Activities Order 2001, such activity is carried on by Ms D. Smythe in the ordinary course of legal practice and falls within the statutory legal professional exclusion under Article 89N of the Regulated Activities Order 2001.

Non-Regulatory Allocation of Services

- 4. LumioLex Ltd is a non-reserved legal consultancy practice and does not conduct reserved legal activities, litigation, or regulated claims management activity.
- 5. Where a Matter involves:
 - a) Employment Tribunal proceedings,
 - b) Insurance disputes,
 - c) Financial services or ombudsman complaints,
 - d) Compensation-based claims,
 - e) Civil proceedings,
 - f) Pre-Action Protocol correspondence involving representation or negotiation,
 - g) Or any activity that may constitute reserved legal activity or regulated claims management activity,
 - h) such services are not provided by LumioLex Ltd.
- 6. In such matters, legal services are provided solely by Ms D. Smythe, a practising barrister instructed on a direct access basis.
- 7. Where LumioLex Ltd provides drafting, research, administrative or organisational support in such matters, it does so strictly under the supervision and direction of Ms Smythe and does not provide legal advice or representation.
- 8. Clients' are under no obligation to take and pay for any additional products or services unless they are necessary as part of the delivery of an effective service.

Clients' may be required to sign a disclaimer if they choose not to purchase products or services recommended.

Statement on status and reserved legal activities (Rule C144 compliance) for work falling outside of that instructed to Ms D. Smythe

9. This statement is to explain our status in offering to provide you with legal services. Although some of our consultants are qualified as barristers, we are not entitled to practise as barristers for the purposes of this engagement. We do not hold practising certificates and are not on the register of practising barristers. Therefore, in providing legal services to you we are not acting as barristers, and we are not subject to many of the rules which regulate practising barristers. In respect of any legal advice we provide, there is a substantial risk that you will not be able to rely on legal advice privilege; however, all confidentiality and Data Protection rules do apply.
10. LumioLex Ltd may also engage consultants who hold other legal or judicial qualifications (for example, solicitors or judicial officeholders). When working through LumioLex Ltd, they do not provide services as practising solicitors or as judicial officeholders. They act only as Consultants and Lawyers, so the SRA's or judicial conduct regimes do not apply to this engagement.
11. This status limits the services we can provide to you. We can provide you with legal advice and, where the rules of the relevant tribunal permit, we may represent you before certain tribunals. We cannot exercise rights of audience in any court, and we will not carry out any reserved legal activities within the meaning of the Legal Services Act 2007, including (for example): conduct of litigation; rights of audience in court; reserved instrument activities (such as conveyancing); probate activities; notarial activities; and the administration of oaths.
12. If at any point your matter requires a reserved activity, we will tell you and, with your agreement, arrange a seamless referral to an authorised person with whom we have established working arrangements.

3. Confidentiality & Data Protection

1. We are professionally and legally obliged to keep all information regarding your affairs confidential at all times unless instructed to disclose information by you or where we are required to do so by law.
2. Our practice is to retain client files for seven years from the conclusion of the matter. This is varied by the data requirements for each case and some circumstances may vary.
3. Storage of Client files may be provided by third-party contractors either digitally or in hard copy. Clients agree to meet the reasonable costs of accessing files in off-site storage for reasons which do not relate to on-going work.
4. We will ask you to provide us with detailed personal information relating to your current circumstances, finances, and in some cases, your health and that of your family (Your Information). We would like to explain to you why we record such information and the various rights you have in relation to this.
5. Your Information refers to any information describing or relating to you. This information may identify you directly such as your name, address, date of birth, or indirectly such as your employment situation, or physical health. Examples include (but are not limited to):
 - a) Names, date of birth, gender, civil/marital status.
 - b) Contact details.
 - c) Documents that are necessary for us to verify your identity.
 - d) Employment history and salary information.
 - e) Bank account details, credit information and history, sources of income and expenditure.
 - f) Details of any dependants, relations and remoter issue.
 - g) Information about assets and liabilities.
 - h) Tax information
6. We request and record some information from you in order for advisors to provide you with the best advice given your specific circumstances. We only record

information that is required to provide you with the services that we have agreed to provide you with.

7. Your personal data can only be accessed by staff or consultants employed or contracted by the Company, and we do not pass on any of your details to third party companies, unless we have instructed them to carry out work on your behalf (this would always be done with your prior consent). We take all reasonable steps to ensure your personal data is processed securely and more information on this can be found on our website.
8. In relation to your personal data you have the right to:
 - a) Request copies of Your Information that are in our possession
 - b) Ask us to further explain how we use Your Information
 - c) Ask us to correct, delete or require us to restrict or stop using Your Information
 - d) Ask us to send an electronic copy of Your Information to another organisation should you wish
 - e) Change the basis of any consent you may have provided to enable us to market to you in the future
9. We believe that it is important to keep in touch with clients as circumstances and the laws and regulations surrounding our areas of expertise change over the years. Also, we like to keep clients up to date with changes to the services that we offer.
10. To this end we request your written permission to use your contact information to communicate with you following completion of the current undertaking.

I give permission for continued communication until it is withdrawn from LumioLex Ltd and affiliate companies.

Signed _____

Date: _____.

4. Fees & Charging

1. Our fees do not include expenses or payments to third parties which we incur on a Clients behalf. These are known as ‘disbursements’. These will generally be billed at the same time as we invoice you for our fees, but may sometimes be billed at another time.
2. If the Client requires work to be performed with special urgency, or after-hours, the company may recover a reasonable surcharge.
3. An invoice will be produced on completion of any work requested and will be payable on the invoice date unless we have agreed with you otherwise in writing. Invoices can be settled by debit or credit card payment; cheque; bank transfer or cash.
4. If an account is not paid we may charge interest on any amount outstanding from the date of the invoice until the date of payment at 8% p/a. In the alternative and where appropriate, we reserve the right to claim interest pursuant to the Late Payment of Commercial Debts (Interest) Act 1998.
5. If an account remains unpaid additional fees and administration charges will be charged and if we decide to commence legal proceedings in order to recover the sums owed to us then we will be entitled to recover from you the legal costs that we incur in connection with those proceedings, together with all disbursements (including fees of Counsel engaged by us in our attempts to recover payment from you).
6. Where LumioLex Ltd administratively processes payment in respect of legal services provided by an authorised practitioner, such processing does not create a legal services contract between LumioLex Ltd and the Client.

5. Client Satisfaction

1. Customer service and support is provided to Clients free of charge for 90 days following the completion of work by the Company to the satisfaction of the Client, this service is available by email request or direct contact on 07940545323.
2. Our complaints process is as follows:

- a) Where the Client is not happy with any aspect of service provided, the Client should first contact the director; Caroline Lamming-Chowen via caroline@LumioLex Ltd.co.uk
- b) If they then wish to make a complaint, they must, in the first instance write to us. We will acknowledge your complaint within 3 working days of receipt and then investigate the circumstances of your complaint and communicate the results of the investigation within a further 28 days.
- c) If you are not happy with the results of the investigation by the Company, you can escalate your concerns via a mediation process with the Company.
- d) If you are not happy with the results of the Mediation Process or if you choose not to take up the Mediation Process following any investigation by the Company, you can access litigation to address your complaint and gain a formal judgement but there will be a cost to you if you take this option. The Client may seek other forms of redress instead of, or as well as, those aforementioned.
 - 1. Whereas we do not expect a dispute to escalate beyond an internal resolution, in the event this occurs; You the client remain liable for all court costs, mediation fees or other dispute resolution costs of this event occurs, this applies to all fees incurred on both sides. This is inclusive of any professional fees for defence which are charged at £350 per hour. This will only occur after we have exhausted all reasonable remedies to find a solution or the matter is escalated by yourself. This is contractual and binding.
- e) Where legal services are provided by an authorised legal practitioner under these terms, complaints relating to legal advice, litigation or representation must be directed in accordance with that practitioner's regulatory complaints procedure.

6. Client Instructions

1. The validity and suitability of any advice or documents provided, depends upon the honesty and accuracy of the answers to our questions. The Company is not responsible for consequences arising from inaccurate or incomplete information provided by you.
2. Where Clients are instructing us as husband and wife/co-habitees/partners Clients hereby jointly agree that until we are informed to the contrary, instructions from one Client will be deemed to be the instructions of both Clients.
3. If Clients are unable to provide all of the information that we require to draft a document or provide a service within 28 days of this agreement the Client will be liable to pay the total fees on the 28th day.
4. Information used is only valid for the period it is received and the context it is shared. All information is subject to the erosion of time and change in circumstances.

7. Timescales

1. Documentation shall be ready for attestation by the Client not more than 14 days after the Client has provided all the information required to complete the documentation.
2. If a Member intends to send draft documentation for approval by the Client, the timescales for dispatching the draft documentation unless agreed by the Client, shall not be more than 7 days after the Client has provided all the information required to complete the draft documentation and the completed documentation shall be ready for attestation by the Client not more than 7 days after he has approved the draft documentation.

8. Termination

1. If a Client wishes to cancel this contract, they must do so in writing by post or electronic mail prior to any work commencing on the Client's instructions.
2. The Company reserves the right to withdraw from any transaction for any reason. If the Company cancels some or all of a transaction for any reason, the Client will

receive notice in writing along with a refund of any fees due for the cancelled part of the transaction and for any other advice or documents that would have no value without the cancelled part of the transaction.

3. In all cases cancellation will be acknowledged in writing within 14 days of the date of receipt of notice of cancellation along with any refund due.

9. **GDPR and Privacy Notice**

1. LumioLex Ltd (“we”, “us”, “our”) provides non-reserved legal services through consultants. While some consultants may also hold professional or judicial qualifications, when working via LumioLex Ltd they act only as Consultants and Lawyers, not as practising solicitors or barristers. We handle personal data in accordance with UK data protection law, including the UK GDPR and the Data Protection Act 2018. We are registered with the Information Commissioner’s Office (ICO) as a data controller. This notice explains how we collect, use, share and protect personal information, and the choices and rights available to you.
2. **Data Controller: LumioLex Ltd (registered in England and Wales, Company No. 17031765)**
ICO registration: LUMIOLEX LTD
Telephone: 0121 285 5663
Email (general and privacy enquiries): caroline@lumiolex.com
Website: <https://www.lumiolex.com>
3. In all Matters, LumioLex Ltd is the data controller. Where legal services are provided by Ms Smythe, she processes personal data under LumioLex Ltd’s governance framework.

These terms shall

4. **The data we collect**

We may collect and process:

Identity and contact data (e.g., name, address, email, phone, job title, organisation).

- Matter data (e.g., instructions, correspondence, documents, agreements, evidence, information about your relationship with our clients).
- Technical and usage data (e.g., IP address, device identifiers, pages visited, interaction logs from our online services).
- Special category data where necessary for advice or for the establishment, exercise or defence of legal claims (e.g., limited health data in PI/clinical matters).
- Criminal offence data where necessary for advice or for the establishment, exercise or defence of legal claims.

5. Sources of data

We collect data directly from you; from clients, referrers and partner firms; from publicly available sources; and from courts, tribunals and other authorities. For recruitment we may receive information from referees, agencies and background-check providers.

6. How we use your data and our lawful bases

We use personal data only where a lawful basis applies. Typical purposes and bases include:

- Providing services and managing our relationship with you (contract; legitimate interests).
- Legal/consultancy non-reserved advice, drafting, mediation, training, tribunal support, and steps you request pre-engagement (contract; legitimate interests).
- Establishing, exercising or defending legal claims (legitimate interests; for special category/criminal data: legal claims).
- Operating, securing and improving our business, IT and records (legitimate interests; legal obligation).
- Compliance with legal obligations (e.g., tax and accounting).

- Recruiting and assessing candidates (legitimate interests; legal obligation where applicable).
- Sending service updates or invitations consistent with our relationship or with your consent (legitimate interests or consent, as applicable).

7. Sharing your data

We may share personal data, where necessary and proportionate, with:

- Partner firms (authorised solicitors' firms and practising barristers) if you agree to a referral for reserved activities or where collaboration on your matter is needed.
- Service providers under contract (e.g., secure IT hosting, email, document management, telephony, analytics, transcription, archiving, accountants/insurers).
- Opposing parties, their advisers, experts and other participants in a matter, as required to progress your case.
- Courts, tribunals, regulators, law enforcement or public bodies where required by law or to protect rights, property or safety.
- Successors or reorganised entities if we undergo restructuring.
- Authorised legal practitioners instructed on your matter

8. We keep personal data only for as long as necessary for the purposes collected, including to meet legal, accounting or reporting requirements. As a guide:

- Client matter files: generally up to 7 years after closure (longer if required by limitation periods or obligations specific to the work).
- Recruitment records: typically up to 12 months from decision unless hired (then retained with HR records).

We securely delete or anonymise data when no longer needed.

9. Your rights

You have rights under data protection law, subject to conditions and exemptions: access; rectification; erasure; restriction; portability; objection to processing based on legitimate interests or to direct marketing; and withdrawal of consent were relied upon. Some rights may not apply where processing is necessary for legal claims or where disclosure is required by law or court order. To exercise your rights, contact us using the details above.

10. Marketing

We may send updates about our services where lawful to do so. You can opt out at any time using the unsubscribe option or by contacting us.

11. Cookies and similar technologies

Our website may use cookies to operate, secure and improve the site and to understand usage (e.g., analytics). You can manage cookies via your browser settings and, where presented, a cookie consent tool. See our Cookie Notice for details.

12. Automated decision-making

We do not make decisions based solely on automated processing that produce legal or similarly significant effects

13. Changes to this notice

We may update this notice from time to time. The latest version will be available on our website.

14. Concerns and complaints

Please raise any concerns with us first so we can try to resolve them. You also have the right to complain to the Information Commissioner's Office (ICO):

Information Commissioner's Office, Wycliffe House, Water Lane, Wilmslow, Cheshire, SK9 5AF

0303 123 1113 | <https://www.ico.org.uk/>

It is important that you read and understand the above terms before signing. If there is any term that you do not understand or do not wish to agree please discuss it with your advisor and only sign if you wish to be bound by these Terms of Engagement.

By signing these Terms, you acknowledge and agree that:

- (a) Where your Matter involves non-reserved legal consultancy services, those services are provided by LumioLex Ltd.
- (b) Where your Matter involves reserved legal activity, litigation, representation, or any activity that may constitute regulated claims management activity, those services are provided solely by Ms D. Smythe in her capacity as a practising barrister instructed on a direct access basis.
- (c) LumioLex Ltd does not conduct litigation or carry on regulated claims management activity.
- (d) LumioLex Ltd may provide administrative, drafting and organisational support to Ms Smythe under her supervision, but does not provide legal advice or representation in such matters.

You confirm that you understand and accept the allocation of responsibility set out above.

I confirm that I have read, understood, and agree to the terms of engagement with LumioLex Ltd. This agreement applies to all services I obtain from the company and Ms D. Smythe unless otherwise expressly agreed in writing. I further confirm that I have received the above statement from Miss Caroline Lamming-Chowen on behalf of LumioLex Ltd and Barrister Ms D. Smythe.

Signed _____

Date _____