

TERMS OF BUSINESS

1. Our aim

Our aim is to provide better outcomes and better support for our clients than they can obtain from other firms. To provide pragmatic and commercially appropriate advice.

2. Our commitment to you

We will:

- represent your interests;
- explain to you the legal work which may be required and the prospects of a successful outcome;
- make sure that you understand the likely degree of financial risk which you will be taking on;
- keep you regularly informed of progress or, if there is none, when you are next likely to hear from us;
- try to avoid using technical legal language when writing to you;
- deal with your queries promptly, for example we will always try to return your telephone calls on the same day.

3. About us

3.1 MVLG Limited is a limited company registered in England and Wales under registered number 11746213 and its registered address is at 29 Farm Street London W1J 5RL.

3.2 In these Terms of Business, when we use the words, “we”, “us” and “our” we mean MVLG Limited.

3.3 Your relationship is only with MVLG and MVLG has sole legal liability for the work done for you and for any act or omission in the course of that work. No partner, employee or consultant of MVLG will have any personal legal liability for that work whether in contract, tort (including, without limitation, negligence) or otherwise. In particular, if a partner, employee or consultant of MVLG signs in his or her own name any letter or other document in the course of carrying out that work, this does not mean that he or she is assuming any personal legal liability for that letter or document.

4. Our general obligations

- 4.1 We will ensure (at our own expense), where appropriate, that satisfactory police checks and/or vetting procedures are in place before any work is undertaken by any lawyer or other member of staff.
- 4.2 We will ensure that we give suitable and sufficient guidance and training to all lawyers and members of staff about information sharing, note-taking and record-keeping within the confines of appropriate client confidentiality, our obligations to keep your Personal Data secure and to process it only for the purposes we need to.
- 4.3 Our core hours of business are 8am – 6pm Monday to Friday, however, the partner responsible for the work will be contactable at other times.
- 4.4 We will at all times seek to protect your interests in our provision of legal services to you.
- 4.5 We will, where reasonably possible, provide you with prior warning and information if any of your matters attract publicity.
- 4.6 We will not publish any articles referring to you (except articles that mention that you are a client of our firm) without your prior written consent.
- 4.7 We will supply our services with appropriate skill and care and in accordance with any applicable statutory regulation and relevant codes of industry practice.

5. Service provision and delivery

- 5.1 We will agree timescales for the completion of all enquiries at the time or as soon as reasonably possible after you refer them to us.
- 5.2 We will allocate staff with the appropriate level of experience to handle your matters, having regard to their value, complexity and sensitivity.
- 5.3 We will provide an estimated price or range of prices for all matters. We will update you when we are close to or likely to exceed the estimate.
- 5.4 We will notify you or the person who has originally instructed us if there is any proposed change to our agreed timescales, or need to change the risk rating.
- 5.5 If any of your staff (other than your Authorised Users or Gatekeeper) asks us to carry out work, then we will ask for confirmation that the Gatekeeper and/or Authorised User has approved this work. You will use your reasonable endeavours to ensure that your Authorised Users and Gatekeeper (and other staff that engage with us) comply with any work protocols and other matters agreed in relation to our legal services.
- 5.6 However, we will not be required to comply with paragraph 5.1 to 5.5 above if work is extremely urgent including any “emergency out of hours” requests (e.g. non-core hours).

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- 5.7 All our written communication or correspondence to you will be in accordance with the following guidelines:
- 5.7.1 We will use e-mail as a standard default way of corresponding with you unless specific and notified data protection issues apply, in which case we will apply the NHS Code of Confidentiality (or equivalent agreed or appropriate measure).
 - 5.7.2 It is our responsibility to ensure that you receive our correspondence by “tracking safe delivery” to the recipients.
 - 5.7.3 We will let you know (in advance, where possible) if there will be exception(s) to, or if we are or may be prohibited from complying with, the correspondence guidelines identified in paragraph 5.7.1 or 5.7.2 above.
 - 5.7.4 If you require “telephone advice or assistance”, we will send an email confirming the enquiry and the legal advice/response on each and every occasion where appropriate and where requested.
 - 5.7.5 We will use plain and jargon free language, whenever possible.
 - 5.7.6 We will be succinct and avoid undue repetition and vague generalisations.
 - 5.7.7 We will provide clear recommendations or advice.
 - 5.7.8 We will avoid writing or communicating on the same case over a period of days when, by waiting for the same period, the matter could be covered or updated once. We will, provide timely and appropriate updates.
 - 5.7.9 We will avoid duplication of advice within your organisation.
 - 5.8 We will let you have details of nominated solicitors and other staff who will be available to you (both by telephone and email) to discuss all matters about issues referred to us.
 - 5.9 We will ensure that if work is delegated to a junior member of staff, we provide adequate supervision.
 - 5.10 If any of your named team is not available, then we shall ensure that all email and telephone calls are received and re-routed to a member of staff who can assist.
 - 5.11 If we re-assign a case to another of our employees, there will be no additional charge for reading or handover.
 - 5.12 We will ensure that all our staff are properly and sufficiently trained about the tasks they have to perform in relation to our work for you.
 - 5.13 We will not charge you for the training of our staff.
 - 5.14 We will undertake consistent and timely case reviews to ensure that both the agreed strategy and resulting tactics are operational and progressing.

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5.15 We will ensure that we give you regular and timely communication updates and will let you know of any significant changes to the agreed strategy and/or expected outcome.

5.16 We will not accept third party instructions on your behalf without your prior agreement.

6. Fees

6.1 You will pay our current hourly charging rates and our charges for ancillary services. If we have agreed a different fee or payment arrangement and this is set out in writing, then that will apply instead of our current hourly charging rates.

6.2 We may adjust our hourly rates on an annual basis by sending a letter to you.

6.3 Our hourly rates or fee arrangements do not include Value Added Tax, which is payable by you in addition to our hourly rates or fee arrangements.

6.4 In addition to our hourly rates or fee arrangements, we may charge you for our disbursements and out of pocket expenses. We will endeavour to ensure that any expenses are reasonable and necessarily incurred as a result of our work for you.

6.5 In particular, we will:

6.5.1 ask you to reimburse our expenses at cost and without uplift;

6.5.2 agree, in advance, any expenses for barristers or other third party professional fees;

6.5.3 only charge the actual cost of any bed and breakfast up to a maximum of £150 per night or the best available rate in all the circumstances (and if that rate if it is more than £150, we will let you know beforehand) unless we agree otherwise in writing in advance with you;

6.5.4 charge our actual rail travel costs based on standard class travel unless we are working on your matters on the journey in which case we will be allowed to use first class travel;

6.5.5 charge car mileage allowance at the standard rate of 45 pence per mile or equivalent if public transport costs are lower;

6.5.6 charge photocopying at 20 pence per sheet; and

6.5.7 charge taxi fares where public transport or use of a private car is unsuitable or inappropriate.

6.6 We can agree budget, transaction based or annual fees in writing.

6.7 We will not charge you for visits to you as part of our client care programme.

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7. Response times

7.1 Response Times for Non Contentious Matters:

7.1.1 If we agree between us that a matter is classified as “urgent”, then we will acknowledge receipt within 2 hours of your instruction and will give you a report on status and outcome within a maximum of 2 working days of instruction, or in accordance with your specific needs.

7.1.2 If a matter is not classified as urgent, then we will acknowledge receipt within 2 hours of your instruction and will give you a report on status and outcome within a maximum of 10 working days of instruction, or in accordance with your specific needs.

7.2 Response Times for Contentious Matters (e.g. potential litigation – excluding clinical negligence and related issues that fall within NHSLA schemes):

7.2.1 We will send an e-mail acknowledgement of instructions within 2 hours of instruction and a status report/outcome to you within a maximum of 5 working days or in accordance with your specific needs.

7.2.2 The acknowledgement will name the individual and identify their associated Band level in order to confirm to you who will be handling the case. In addition, we will provide an indication of timing as to when a summary first report will be made to you.

7.2.3 Within 15 working days of the initial instruction, the named individual must report to you by e-mail in the following format:

- (a) Summary of the salient facts.
- (b) Initial thoughts on liability, including whether or not any admissions shall be made at this stage.
- (c) An initial reserve against the potential damages and each set of costs (Claimants and Defendants). The reserve shall be offered on a realistic case scenario – assuming that there will be full liability to the Claimant even where this is thought to be unlikely.
- (d) Feedback and consideration should also be provided to you in relation to “cost avoidance” tactics and a risk/benefit analysis provided. This data should be provided in accordance with FRS12 (Financial Reporting Standards).
- (e) A list of further enquiries, which are proposed to be made by either you or us. This list shall include information about experts to be appointed and their cost and other relevant matters, including the possibility of a structured settlement.
- (f) We will notify you in advance where it is necessary to instruct a third party (expert/counsel).

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8. Invoicing

- 8.1 We will invoice you on a monthly basis.
- 8.2 We will endeavour to send an invoice to you within 15 working days after the end of each month and that invoice will cover our work for you in the previous month.

9. Payment

- 9.1 You must pay invoiced amounts within 30 days of the date of delivery of our invoice.
- 9.2 If you do not pay our invoiced amount in full within 30 days of date of delivery of our invoice, then we may charge you interest at a rate of 1.5% per calendar month from 30 days after the delivery of our invoice until we receive payment. We must, for non-litigation matters, give you notice in accordance with the Solicitors' Remuneration Order 2009.

10. Interest on client money

In accordance with the SRA Accounts Rules 2011, we will deal with interest in accordance with our Payment of Interest on Client Account Funds Policy.

11. Confidentiality and use of personal information

- 11.1 We promise to keep your information and Personal Data confidential subject to complying with our legal and regulatory obligations, including Data Protection Legislation in force from time to time.¹

We may, with your consent, use your name in any list of clients produced by us but shall otherwise keep your business confidential.

- 11.2 We use the personal information you provide:

- To carry out your instructions to us with you or your business.
- To make and manage client payments.
- To manage risk for us and our clients.
- To obey laws and regulations that apply to us.
- To respond to complaints and seek to resolve them.

¹ (i) the EU General Data Protection Regulation; (ii) the UK General Data Protection Regulation; (iii) the Data Protection Act 2018 (as amended) to the extent that it relates to processing of Personal Data and privacy; (iv) all other applicable law about the processing of Personal Data and privacy.

- To detect, investigate, report, and seek to prevent financial crime.
- To carry out marketing activities.
- To collect and recover money that is owed to us.
- To run our business in an efficient and proper way. This includes managing our financial position, business capability, planning, communications, corporate governance, and audit.
- To exercise our rights set out in agreements or contracts.

We may need to share your personal information with others to meet your legal service needs such as:

- Barristers
- Experts
- Insurers
- Land Registry

We are required by law to carry out identity checks when your matter is one which falls under the requirements of the Money Laundering Regulations 2017.

- 11.3 Generally as solicitors we are a Data Controller² for the Personal Data that you provide to us, including information about third parties who may be concerned with, or be the subject of, the legal advice you require. Where we are a Data Processor³ it is necessary to have a written contract and to that extent this is set out at Appendix 1 of these Terms of Business.

You have the following rights under the Data Protection Legislation:

- a right of access to the Personal Data that we hold about you. The identifiable information that you provide to us about people who are involved in the work that we do for you is held by us on your behalf and we will process it in accordance with your instructions, for the purposes set out above and as necessary to carry out the work on which we are instructed;
- to question any information we have about you that you think is wrong or incomplete;
- to object to our use of your personal information, or to ask us to delete, remove, or stop using your personal information if there is no need for us to keep it. This is known as the ‘right to object’ and ‘right to erasure’, or the ‘right to be forgotten’. There may be legal or other official reasons why we need to keep or use your data. But please tell us if you think that we should not be using it.

² within the meaning given in the Data Protection Legislation

³ within the meaning given in the Data Protection Legislation

We may sometimes be able to restrict the use of your data. This means that it can only be used for certain things, such as legal claims or to exercise legal rights. In this situation, we would not use or share your information in other ways while it is restricted.

You can ask us to restrict the use of your personal information if:

- It is not accurate.
- It has been used unlawfully but you don't want us to delete it.
- It is not relevant any more, but you want us to keep it for use in legal claims.
- You have already asked us to stop using your data but you are waiting for us to tell you if we are allowed to keep on using it;
- to withdraw your consent at any time; and
- to make a complaint to the Information Commissioner's Office: website: <https://ico.org.uk> email: registration@ico.org.uk telephone: 0303 123 1113

11.4 You shall keep confidential details of our charging rates, Terms of Business and methods and shall not copy or otherwise make these available to any third party.

12. Complaints procedure

12.1 We are confident that we will give you a high quality service in all respects. However, if you have any queries or concerns about our work for you, please take them up first with your named client partner.

12.2 We operate a complaints handling procedure in accordance with the SRA Code of Conduct 2011.

12.3 Our complaints procedure is available on request and from our website www.mvlg.co.uk

12.4 We hope to be able to resolve any concerns you have through our internal process. If not, The Legal Ombudsman (LeO) service is available to individuals, micro enterprises and charities and associations with an annual income of less than the £1million pounds. A full definition of those eligible to use the LeO scheme can be found in the LeO's scheme rules.

For those who are eligible to use the Legal Ombudsman service if you are not satisfied with resolution offered by MVLG you may contact the Legal Ombudsman at: enquiries@legalombudsman.org.uk or at PO Box 6806 Wolverhampton, WV1 9WJ to consider your complaint. This should usually be made within 6 months of receiving a final written response from us about the complaint.

12.5 You have the right to object to a bill and apply to the court for assessment under Part III of the Solicitors Act 1974.

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13. Storage of papers & documents

- 13.1 After completing the work, we are entitled to keep all your papers and documents while there is money owing to us for our charges and expenses. We will keep our file of papers (except for any of your papers which you ask to be returned to you) for normally up to 7 years; we will tell you if we need to retain the information for a longer period. We will retain the file on the understanding that we have the authority to destroy it, normally 7 years after the date of the final bill we send you for this matter. For electronic data we hold live data for 7 years and it is then deleted from our system. We hold a data back up for a further year but this is offline data and this will be destroyed as we delete back-up copies. We will not destroy documents you ask us to deposit in safe custody.
- 13.2 If we retrieve papers or documents from storage in relation to continuing or new instructions to act in connection with your affairs, we will not normally charge for such retrieval. However, we may make a charge based on time spent producing stored papers or documents to you or another at your request. We may also charge for reading correspondence or other work necessary to comply with the instructions given by you or on your behalf.

14. Outsourcing

- 14.1 Sometimes we ask other companies or people to do administrative and secretarial work on our files. We will always seek a confidentiality agreement with these outsourced providers and confirmation that there will be compliance with current Data Protection regulation and legislation.

15. Insurance

- 15.1 We carry professional indemnity insurance in respect of the jurisdiction of England and Wales. Our liability for breach of our obligations to you is limited to the amount recovered under our policy from time to time. Our current cover is £3 million for each event or series of connected events.
- 15.2 As it is only MVLG that is liable to you for any breach of obligation you agree to make no claim against any individual partner, employee or consultant except for fraud. You and we intend that this term is for the benefit of, and shall be enforceable by, our partners, employees and consultants under the Contracts (Rights of Third Parties) Act 1999.

16. Termination

- 16.1 You may terminate your instructions to us in writing at any time.
- 16.2 We may decide to stop acting for you only with good reason, for example, if you do not pay an interim bill or comply with our request for payment on account. We must give you reasonable notice that we will stop acting for you.

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16.3 If you or we decide that we will no longer act for you, you are liable to pay our charges to the date of termination of the retainer on the basis and expenses set out above.

17. General

17.1 Any reference to a statute or statutory provision shall include references to any statute or statutory provisions which amends, extends, consolidates or replaces the same and will also include any orders, regulations, codes of practice or other subordinate legislation made under the relevant statute or statutory provision.

17.2 Unless we have given a term an express definition, the words used in this Terms of Business will bear their natural meaning.

17.3 If there is a reference in these Terms of Business to a list of items following the word “including” or “includes” then that list will not be interpreted as an exhaustive list or as excluding any item which might have been included having regard to the context of the provision in question.

17.4 In these Terms of Business, a reference to any particular gender will include all other genders, words importing the singular only shall include the plural (and vice versa), “staff”, “officers” and “employees” shall have the same meaning and any reference to time shall be construed during the period of summertime to be British Summer Time and otherwise to Greenwich Mean Time.

17.5 All monetary amounts are expressed in pounds sterling.

17.6 These Terms (together with the accompanying service level agreement and any annexes to the service level agreement (if any)) constitute the entire agreement between us.

18. Governing law

These Terms of Business are governed by English Law and are subject to the jurisdiction of the English Courts.

19. Money laundering regulations 2017 and Proceeds of Crime Act 2002

19.1 MVLG adheres to the obligations set out in the above legislation in order to protect both our clients, and ourselves from criminal liability and prosecution.

19.2 We may require company information and specific personal identification with proof of residence of client companies’ directors and/or senior officers, beneficial owners and private clients.

19.3 We may undertake electronic checks to verify the information provided. We shall tell you if we do this.

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- 19.4 We may also require full information, including bank statements and other documentary evidence, from clients as regards the source of funds before we can accept funds into our Client Account.
- 19.5 To comply with our legal and regulatory obligations we must report to the National Crime Agency and other relevant authorities any suspicion or knowledge regarding money laundering or the proceeds of crime. We are not permitted to notify you of the fact that such reports have been made. Our duties to report to the National Crime Agency may take priority over any duty to keep your information and the detail of your transactions confidential.
- 19.6 These procedures and other steps that we are obliged to take in order to comply with Money Laundering Regulations 2017 and Proceeds of Crime Act 2002 may introduce some small delays into your matter. We will strive to keep such delays to a minimum.

20. Criminal Finances Act 2017 (CFA)

- 20.1 MVLG is committed to promoting compliance with the CFA and does not tolerate nor will it assist in facilitating tax evasion.
- 20.2 To comply with our internal policies and controls as well as the legislation, we may need to ask for information as to the source of wealth of an individual or a company.

21. Insurance distribution

- 21.1 We are not authorised by the Financial Conduct Authority (FCA) to conduct financial services. However, we are included on the register maintained by the FCA so that we can carry on insurance distribution activity, which is advising on, selling and concluding of insurance contracts. This part of our business is regulated by the Solicitors Regulation Authority and arrangements for complaints or redress if something goes wrong, are subject to the jurisdiction of the Legal Ombudsman. The register can be accessed via the Financial Conduct Authority website at www.fca.org.uk/firms/financial-services-register.

22. Agreement

- 22.1 Unless otherwise agreed, these Terms of Business apply to any future instructions you give us. Your continuing instructions will amount to your acceptance of these terms and conditions of business.
- 22.2 We reserve the right to amend or replace these Terms of Business from time to time and will send you a copy of any replacement version.

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APPENDIX 1 TO MVLG'S TERMS OF BUSINESS

Although We will generally be Data Controllers for the Personal Data provided to Us in connection with the Services we supply to You, we may also be Data Processors for some or all of that Personal Data. Where this is the case, this Appendix forms part of the agreement between Us.

Definitions

In this Appendix, unless the context otherwise requires:

- “Data Controller” means a data controller within the meaning given in the Data Protection Legislation;
- “Data Loss Event” means any event that results, or may result, in unauthorised access to or processing of Personal Data held by the Us to provide you with our services under our Terms of Business, and/or actual or potential loss and/or destruction of Personal Data in breach of this Appendix, including any Personal Data Breach (as defined in the Data Protection Legislation);
- “Data Processor” means a data processor within the meaning given in the Data Protection Legislation;
- “Data Protection Legislation” means (i) the General Data Protection Regulation; (ii) the Data Protection Act 2018 to the extent that it relates to processing of personal data and privacy; (iii) all other applicable law about the processing of personal data and privacy;
- “Legal Obligations” means complying with legislative requirements
- “Personal Data” means any personal data within the meaning given in the Data Protection Legislation and which is processed by the Supplier in connection with the provision of the Services;
- “Professional Obligations” means obligations to our regulator the Solicitors Regulation Authority;
- “Protective Measures” means appropriate technical and organisational measures to comply with the requirements of Data Protection Legislation, which may include: pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the measures adopted;
- “Services” means the services provided by Us to You under Our Terms of Business;

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“Sub-processor”	means any third Party appointed to process Personal Data on our behalf related to this Appendix;
“We, Us and Our”	means MVLG
“You and Your”	means the Client

Obligations

1. We acknowledge that for the purposes of the Data Protection Legislation, in performing the Services, You may be the Data Controller for Personal Data and We act as a Data Processor for such Personal Data.
2. Notwithstanding any further provision of this Appendix, both parties shall, at all times in processing Personal Data for the purposes of the Services, comply with the requirements of Data Protection Legislation.
3. We will immediately notify You if We consider that any of Your instructions infringe the Data Protection Legislation.
4. We will:
 - a. only process the Personal Data to the extent and in the manner necessary for the proper performance of the Services or as instructed in writing by You. The only processing that We are authorised to do is listed in the Schedule to this Appendix. The Schedule may be updated from time to time to reflect the processing of Personal Data being undertaken;
 - b. not carry out any other processing of the Personal Data unless We are required to do otherwise by Law. If it is so required to process the Personal Data, We shall promptly notify You before processing the Personal Data, unless prohibited by Law from notifying You;
 - c. promptly comply with any request You make requiring Us to amend, transfer or delete the Personal Data, subject to any Legal or Professional Obligations we may be bound by;
 - d. at Your request provide You with a copy of all Personal Data held by Us (in the format and on the media reasonably specified by You);
 - e. not disclose the Personal Data to any third party or allow any third party to process the Personal Data (unless at Your request under this Appendix or in order to supply the Services); and
 - f. not transfer any of the Data to any country or territory outside the European Economic Area without Your prior written consent and the following conditions being fulfilled:

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- i. We provide appropriate safeguards in relation to the transfer (in accordance with GDPR Article 46), as may be determined by You;
- ii. Arrangements being made for the Data Subject to have enforceable rights and effective legal remedies;
- iii. We comply with Our obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred (or, if it is not so bound, uses Our best endeavours to assist You in meeting Your obligations); and
- iv. We comply with any further instructions from You with respect to the processing of the Personal Data.

Save for the circumstances when occasionally to provide You with the Services, a member of staff with conduct of Your matter is outside of the EEA (for example on business or on holiday) and You agree to this, unless You notify Us in writing to the contrary.

Security of Personal Data

5. We shall:

- a. ensure that We have and maintain appropriate Protective Measures to comply with the requirements of Data Protection Legislation;
- b. in particular, ensure that We have in place and maintain appropriate Protective Measures (including any specific Protective Measures required on notice by You from time to time), to protect against a Data Loss Event, having taken account of the:
 - i. nature of the data to be protected;
 - ii. the harm(s) that might result from a Data Loss Event;
 - iii. the state of technological development; and
 - iv. the cost of implementing any particular measures;
- c. comply with any reasonable requirements notified to Us by You from time to time in relation to the use of the Personal Data;
- d. take all reasonable steps to ensure the reliability and integrity of any employees, contractors and sub-processors (where permitted under this Appendix) who have access to the Personal Data and ensure that they:
 - i. are aware of and comply with the Our duties under this Appendix;
 - ii. are subject to appropriate confidentiality undertakings (and/or any sub-processor as relevant)
 - iii. are informed of the confidential nature of the Personal Data and do not publish, disclose or divulge any of the Personal Data to any third Party unless directed in writing to do so by You or as otherwise permitted by this Appendix; and
 - iv. have undergone adequate training in the use, care, protection and handling of Personal Data.

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6. We shall permit You (or Your representative) at reasonable intervals to inspect or audit the systems and facilities and review the procedures and documentation used by Us in processing the Personal Data, for the purpose of ensuring that We are complying with Our obligations under this Appendix. Any such inspection or audit will be: at Your expense; limited to those matters specific to You; agreed in advance and on reasonable notice; conducted in a way not to interfere with Our day-to-day business; and any third party instructed by You to conduct any audit or inspection shall be subject to agreed terms of confidentiality and non-disclosure.

Informing You

7. Subject to clause 8 We shall notify You at the first possible opportunity if We:
- a. receive a Data Subject Access Request (or purported Data Subject Access Request);
 - b. receive a request to rectify, block or erase any Personal Data;
 - c. receive any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation;
 - d. receive any communication from the Information Commissioner or any other regulatory authority in connection with Personal Data processed under this Appendix;
 - e. receive a request from any third party for disclosure of Personal Data where compliance with such request is required or purported to be required by Law; or
 - f. become aware of a Data Loss Event or other actual or potential failure of Protective Measures. Any such Data Loss Event or actual or potential failure of Protective Measures will be notified to You within 24 hours in any event or as soon as reasonably practicable.
8. Our obligation to notify You under clause 7 shall include the provision of further information to You in phases where necessary, as details become available.
9. Taking into account the nature of the processing, We shall provide You with full assistance in relation to either Party's obligations under the Data Protection Legislation and any complaint, communication or request (and insofar as possible within the timescales reasonably required by You) including by promptly providing:
- a. You with full details and copies of the complaint, communication or request;
 - b. such assistance as is reasonably requested by You to enable You to comply with a Data Subject Access Request within the relevant timescales set out in the Data Protection Legislation;
 - c. to You, at Your request, any Personal Data We hold in relation to a Data Subject;
 - d. full assistance, cooperation and information as requested by You following any Data Loss Event;

- e. such assistance as requested by You with respect to any request from the Information Commissioner's Office, or any consultation by You with the Information Commissioner's Office.

You will reimburse Us with all reasonable costs We incur as a result of any assistance provided by Us under this clause.

Sub-contracting

10. Before allowing any sub-processor to process any Personal Data related to this Appendix, We will:
 - a. notify You in writing of the intended Sub-processor and processing;
 - b. obtain Your agreement in writing to the sub-processing;
 - c. enter into a written agreement with the Sub-processor which gives effect to the terms set out in this Appendix such that they apply to the Sub-processor; and
 - d. provide You with such information regarding the Sub-processor as You may reasonably require.

However, acceptance of these Terms of Business and this Appendix shall be deemed agreement to Us using the following suppliers, with whom we have supplier agreements, to enable Us to provide Services to You:

Intelligent Office – provide Us with office management services to ensure the efficient administration of Services provided to You. Intelligent Office has Supplier agreements with the following service providers:

- o Shred-it – confidential waste collection and destruction
- o Restore – confidential archive storage
- Mimecast – Suppliers to Us of secure email facilities

Further compliance with Data Protection Legislation

11. We will maintain complete and accurate records and information to demonstrate our compliance with this Appendix and demonstrable compliance with Data Protection Legislation.
12. We may, at any time on not less than 30 Working Days' notice, revise this Appendix by replacing it with any applicable controller to processor standard clauses or similar terms forming part of an applicable certification scheme (which shall apply when incorporated by attachment to Our Terms of Business).
13. The Parties agree to take account of any guidance issued by the Information Commissioner's Office. We may on not less than 30 Working Days' notice to the You amend this Appendix to ensure that it complies with any guidance issued by the Information Commissioner's Office.

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Termination

14. The terms set out in this Appendix shall come to an end automatically on the date that the Services come to an end. To the extent that We are a Data Processor for any information We shall (unless notified otherwise by You or required by law or professional obligations):
- a. immediately cease processing of the Personal Data; and
 - b. at Your request destroy or return to You on suitable media all copies of the Personal Data held or controlled, in whatever form, by or on Your behalf by Us, save for information We are required to retain to comply with Legislative or Regulatory Obligations.

Schedule to Appendix 1: Processing, Personal Data and Data Subjects

1. We shall comply with any further written instructions with respect to processing
2. Any such further instructions shall be deemed incorporated into this Schedule, which may otherwise be updated from time to time.

Description	Details
Subject matter of the processing	Any Personal Data supplied to Us by You or any third party that is necessarily processed to perform the Services.
Duration of the processing	The duration of the Services but subject to Clause 14 of Appendix 1.
Nature and purposes of the processing	The purpose of the processing is the delivery of the Services under the Terms of Business.
Type of Personal Data	Any Personal Data supplied by You to Us or by a third party of Us in connection with the Services where We act in the capacity as a Data Processor.
Categories of Data Subject	Including but not limited to: Your Staff or former staff, Your Patients, Complainants, other parties to litigation or potential litigation, Your Agents, Tenants, Suppliers, members of the public, Your relevant regulatory body and its staff and agents.

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