

# **Conditional Fee Agreement (CFA)**

## **Table of Contents**

|      |                                                     |
|------|-----------------------------------------------------|
| 1    | What is covered by this agreement                   |
| 2    | What is not covered by this agreement               |
| 3    | Paying us if you are successful                     |
| 4    | Expenses and Disbursements                          |
| 5    | What do I pay if you are unsuccessful               |
| 6    | Our Responsibilities                                |
| 7    | Your Responsibilities                               |
| 8    | The Success Fee                                     |
| 9    | Basic Charges                                       |
| 10   | Ending this Agreement                               |
| 11   | Death or Loss of Capacity                           |
| 12   | Confidentiality, Records, and Sensitive Information |
| 13   | Complaints                                          |
| 14   | Definitions                                         |
| 15   | Right to Cancel                                     |
| 16   | Entire Agreement                                    |
| 17   | Signatures                                          |
| 18   | Schedule 1                                          |
| 18.1 | Success Fee                                         |
| 18.2 | Cap on Success Fee                                  |
| 19   | Schedule 2                                          |
| 19.1 | Basic Charges                                       |
| 19.2 | How we calculate our basic charges                  |
| 19.3 | Overall Cap                                         |
| 20   | Schedule 3                                          |
| 20.  | Notice of the Right to Cancel                       |
| 21   | Schedule 4                                          |
| 21.  | Definitions                                         |
| 22   | Schedule 5                                          |
| 22.  | Privacy Notice                                      |

# Conditional Fee Agreement ('CFA')

This agreement is a binding legal contract between you and INS Law. Before you sign, please read everything carefully. This agreement must be read in conjunction with the Schedules and the Definitions Attached.

We, INS Law Ltd, the solicitor.

You, Scott Colahan, of Flat 3/4. 42 Viewpoint Pl  
, the client.

## 1 What is covered by this agreement

- Your application to The Scottish Redress Scheme ('The Scheme') to seek financial payment and an apology in relation to historical child abuse in care in Scotland;
- Initial information gathering;
- Completion of the application forms;
- Submission of the application forms;
- Correspondence with The Scheme;
- Submission and retrieval of all relevant evidence from data holders;
- Reviewing evidence;
- Drafting of witness statements;
- Advice on final decisions from The Scheme;
- Advice on the Statutory Waiver;
- Advice and assistance on the Review Process;

## 2 What is not covered by this agreement

- Any civil court claims for damages;
- Any personal injury action, historic abuse civil claim or claim against an individual institution;
- Criminal injuries compensation applications;
- Complaints, regulatory proceedings or professional negligence claims;
- Advice to any other person unless that are expressly named as a client in this agreement;
- Tax, benefits, financial planning, or welfare rights advice arising from any redress payment;
- Any work after the conclusion of the application except where expressly agreed.

If you ask us to carry out work outside the scope of this agreement, we will provide separate terms of business or a separate funding agreement before undertaking that work.

### **3 Paying us if you are successful**

If you are offered a final award and accept it on our advice, you will only be responsible for a success fee. We do not take part in The Scheme's legal fee provisions, and will not under any circumstances seek payment of our legal fees through The Scheme.

The Redress Payment, if any, will be paid directly to our Client Account. Thereafter, we will deduct the agreed upon Success Fee and the remainder of the payment will be transferred directly to a bank account within your name and control, following receipt of evidenced account details.

The overall amount we will charge you for our success fee is limited as set out in Schedule 2 below.

### **4 Expenses and Disbursements**

In pursuing this application, any ad-hoc expenses or disbursements that may be incurred by ourselves in pursuit of your application will be covered entirely by INS Law, at no additional expense to you.

### **5 What do I pay if you are unsuccessful**

If The Scheme makes no offer of financial award, you will not be responsible for payment of any fees incurred in relation to the pursuit of your application. INS Law will absorb all costs associated with the pursuit of your application.

### **6 Our Responsibilities**

#### **We Will:**

- Act in your best interests, subject to our professional duties;
- Explain the risks and benefits of applying to The Scheme;
- Give you advice on the application process and your options;
- Keep you informed about significant developments;
- Explain any offer made under the scheme;
- Advise you about review or reconsideration options where within scope;
- Give you the best information reasonably possible about fees, expenses, and funding;
- Treat your information sensitively and confidentially.

### **7 Your Responsibilities**

#### **You agree to:**

- Give us clear and honest instructions to the best of your knowledge and belief;

- Provide all information and documents you reasonably can;
- Tell us promptly if your contact details change;
- Co-operate with request for information, records, or evidence;
- Tell us about any previous application, payment, civil claim, or settlement connected to the abuse or care setting;
- Not deliberately mislead us, The Scottish Government, or The Scottish Redress Scheme;
- Tell us immediately if you wish to stop the application or instruct another Solicitor.

## **8 The Success Fee**

The success fee is set out in Schedule 1.

## **9 Basic Charges**

Details of our basis charges are set out in Schedule 2.

## **10 Ending this Agreement**

You have a right to cancel this agreement under Schedule 3 (see below) and if you do so within the 14 day time limit, you will pay nothing. Otherwise, if you end this agreement before you are offered a financial award or no award is made by The Scheme, you will be responsible for our basic charges.

You may be personally liable for our basic charges if:

- The work falls outside the scope of this agreement;
- You have agreed separate personal liability in writing;
- You have acted dishonestly, unreasonably, or in serious breach of this agreement;
- You instruct another Solicitor and our fees cannot be recovered due to your actions, and we have warned you of that risk in writing.

We may end this agreement prior to conclusion if:

- You do not keep to your responsibilities
- You ask us to act improperly or unreasonably;
- You deliberately mislead us;
- We consider that we can no longer act professionally;
- There is a conflict of interest;
- We consider that your application has insufficient prospects or cannot properly be pursued;
- You fail to give instructions or respond to reasonable requests.

## **11 Death or Loss of Capacity**

If you die or lose capacity before the application is concluded, we will pause work and consider what steps may lawfully and properly be taken.

We may need to take instructions from a personal representative, legal representatives, guardian, nominated beneficiary, or other authorised person.

Any continued work may require a new or amended agreement.

## **12 Confidentiality, Records, and Sensitive Information**

Your application may involve highly sensitive personal information. We will process your information for the purposes of advising you, preparing and progressing your application, obtaining records, communication with relevant bodies, and any other instances which may reasonably require your personal information.

You expressly authorise us to disclose to and share with any independent Scottish solicitor, advocate, law firm, counsel or legal adviser instructed by us or engaged for the purposes of your Application, including for the purposes of obtaining advice on any redress offer, financial award, statutory waiver, review application, legal rights or options arising from The Scottish Redress Scheme, any information, records, documents, witness statements, personal data and special category personal data reasonably required for that purpose

Further information is set out in our privacy notice explained within Schedule 5.

## **13 Complaints**

If you are unhappy with our service, please contact:

Complaints Contact: Jamie Kelly

Email: [casemanagement@inslaw.co.uk](mailto:casemanagement@inslaw.co.uk)

Address: Building B, 23 Goodlass Road, Liverpool, England, L24 9HJ

We will provide a copy of our complaints procedure on request.

If your complaint is not resolved, you may have the right to complain to the Legal Ombudsman or another professional body. We will provide details of the appropriate body when responding to your complaint.

## **14 Definitions**

Definitions of words used in this CFA are explained within Schedule 4.

## 15 Right to Cancel

You have the right to cancel this agreement in the circumstances set out in Schedule 3.

We add VAT, at the rate that applies when the work is done, to the total basic charges and success fee.

The parties acknowledge and agree that this agreement is not a Contentious Business Agreement within the terms of the Solicitors Act 1974.

## 16 Entire Agreement

This agreement, together with the attached schedules and our client care letter, sets out the terms on which we act for you in relation to the matter covered.

If there is any inconsistency between this agreement and our client care letter, the terms of this agreement apply to the funding of this matter unless we agree otherwise in writing.

## 17 Signatures

I understand and agree that INS Law may provide my complete case file, including sensitive personal information and records relating to abuse, care history, health information and supporting evidence, to an independent Scottish solicitor for the purpose of obtaining advice concerning any award, statutory waiver, review or other aspect of my application to the Scottish Redress Scheme

|                         |                                                                                      |
|-------------------------|--------------------------------------------------------------------------------------|
| Signed by the Solicitor |  |
| Signed by the Client    |  |
| Date                    | 30/07/2026                                                                           |

## **18 Schedule 1**

### **18.1 Success Fee**

The success fee is set at 100% of our basic charges when the application concludes.

**The success fee percentage reflects the following:**

- (a) The fact that if your application is unsuccessful, we will not earn anything;
- (b) Our assessment of the risks of your application;
- (c) Any other appropriate matters;
- (d) The fact that if your application is successful we will not be paid until the end of the application process;

The Success Fee cannot be more than 100% of the basic charges in total.

### **18.2 Cap on Success Fee**

There is a maximum limit on the amount of the success fee which we can recover from you. The maximum limit is 16% +VAT of the total amount of any financial award made by The Scheme.

You also have the right to apply to the court for assessment of our costs, including our success fee.

## 19 Schedule 2

### 19.1 Basic Charges

These are for work done from now until this agreement ends. These are subject to review.

### 19.2 How we calculate our basic charges

These are calculated for each hour engaged on your matter. Any correspondence and telephone calls will be charged on a timed basis. The hourly rates are:

| Grade of Fee Earner                                                                          | Hourly Rate      |
|----------------------------------------------------------------------------------------------|------------------|
| Grade A: Solicitors with over eight years post qualification experience.                     | £288.00 plus VAT |
| Grade B: Solicitors and legal executives with over four years post qualification experience. | £247.00 plus VAT |
| Grade C: Other Solicitors, Legal Executives and Fee Earners of equivalent experience.        | £200.00 plus VAT |
| Grade D: Trainee Solicitors, Paralegals, and other Fee Earners.                              | £142.00 plus VAT |

We review the hourly rate once per annum and we will notify you of any change in the rate in writing.

### 19.3 Overall Cap

We will limit the total amount of charges, success fees, expenses and disbursements (inclusive of VAT) payable by you to a maximum of 16% +VAT of the award accepted from The Scheme.

## 20 Schedule 3

### 20.1 Notice of the Right to Cancel

This only applies if you sign the Conditional Fee Agreement:

- (a) At your home, workplace, or at someone else's home; or
- (b) At our offices but following a visit by us (or by someone acting on our behalf to your home, workplace, or someone else's home; or
- (c) At our offices but following a meeting between us away from our offices.

You have the right to cancel this contact if you wish and can do so by delivering, sending (including electronics mail) a cancellation notice to the person mentioned below at any time within 14 days starting with the day of receipt of this Notice.

The person to whom a cancellation notice may be given is any partner, director, employee, or agent of INS Law at Building B, 23 Goodlass Road, Speke, Liverpool, L24 9HJ.

Notice of cancellation is deemed to be served as soon as it is posted or electronically sent to us.

You can use the cancellation form provided below if you wish.

|                             |  |
|-----------------------------|--|
| Signed on behalf of INS LAW |  |
|-----------------------------|--|

If you wish to cancel the contract, you must do so in writing and deliver personally or send (which may be by electronic mail) this to any partner, director, employee, or agent of INS Law. You may use this form if you want to, but you do not have to.

-----

To:                                      of INS Law

At Building B, 23 Goodlass Road, Speke, Liverpool, England, L24 9HJ

Case Reference No.:

I hereby give notice that I wish to cancel my Conditional Fee Agreement with your firm.

|           |  |
|-----------|--|
| Signed    |  |
| Full Name |  |
| Address   |  |

|      |  |
|------|--|
| Date |  |
|------|--|

## 21 Schedule 4

### Definitions

In this Conditional Fee Agreement, unless the context requires otherwise, the following words and phrases have the meanings set out below.

“Agreement” means this Conditional Fee Agreement, including all Schedules, the Definitions, any cancellation notice, and any document expressly incorporated into or referred to in it.

“Application” means your application to The Scottish Redress Scheme for a financial payment and/or apology in relation to historical child abuse in care in Scotland.

“Application Forms” means the forms and supporting documents required by The Scottish Redress Scheme for the purpose of making, progressing, reviewing, or reconsidering your Application.

“Authorised Person” means any person who is lawfully entitled to give instructions or act on your behalf, including a personal representative, legal representative, guardian, nominated beneficiary, attorney, deputy, or other person with appropriate authority.

“Basic Charges” means our charges for the legal work carried out on your matter, calculated by reference to the applicable hourly rates set out in Schedule 2.

“Cancellation Notice” means written notice given by you to cancel this Agreement in accordance with Schedule 3.

“Cap” or “Overall Cap” means the maximum amount which you may be required to pay under this Agreement, as set out in Schedule 1 and Schedule 2.

“Care Setting” means the institution, home, placement, organisation, foster care, residential care, or other setting connected with the abuse referred to in your Application.

“CFA” means this Conditional Fee Agreement.

“Civil Claim” means any claim made in the civil courts or by civil legal process, including but not limited to a claim for damages, personal injury, historic abuse, negligence, or any claim against an individual institution.

“Client”, “You” or “Your” means the person entering into this Agreement with INS Law and named as the client in the main body of the Agreement.

“Client Account” means the bank account operated by INS Law for the holding of client money in accordance with applicable professional rules.

“Client Care Letter” means the letter or document provided to you by INS Law setting out information about our service, responsibilities, complaints process, regulatory information, and any other client care matters.

“Complaint” means an expression of dissatisfaction made by you about our service, charges, conduct, or handling of your matter.

“Conclusion” or “Concluded” means the point at which your Application has ended, whether because a final decision has been made, an award has been accepted, no award has been made, the matter has been withdrawn, this Agreement has ended, or no further work is reasonably required within the scope of this Agreement.

“Conditional Fee Agreement” means an agreement under which payment of some or all of our charges depends on the outcome of your matter.

“Conflict of Interest” means a situation where our duties to you conflict, or may conflict, with our duties to another client, a former client, ourselves, or any other professional obligation.

“Correspondence” means communications sent or received in connection with your matter, including letters, emails, telephone calls, forms, notices, documents, and electronic communications.

“Costs” means legal fees, charges, expenses, disbursements, VAT, and any other sums payable in connection with legal work carried out under or in connection with this Agreement.

“Damages” means compensation or financial payment received by you, where that term is used in this Agreement. For the purposes of this Agreement, references to damages are intended to include any financial award or Redress Payment received from The Scheme.

“Data Holders” means any person, organisation, public authority, care provider, archive, medical provider, local authority, government department, agency, school, institution, or other body that may hold records or evidence relevant to your Application.

“Disbursements” means payments made, or to be made, to third parties in connection with your matter. This may include record fees, report fees, copying charges, search fees, postage, travel costs, court fees, or other third-party costs, where applicable.

“Evidence” means documents, records, witness accounts, statements, reports, correspondence, personal records, care records, medical records, social work records, institutional records, or any other information relevant to your Application.

“Expenses” means costs incurred by us in progressing your matter, including administrative, travel, copying, postage, document retrieval, or similar costs.

“Fee Earner” means any person at INS Law who works on your matter, including solicitors, legal executives, trainees, paralegals, caseworkers, or other personnel of equivalent experience.

“Final Award” means an offer of financial redress made by The Scheme which is capable of acceptance by you, following advice where required.

“Final Decision” means the decision issued by The Scheme in relation to your Application, including any decision made following a review or reconsideration process.

“Financial Award” means any sum offered, awarded, or paid to you by The Scheme in connection with your Application.

“Funding Agreement” means any agreement about how legal fees, charges, expenses, or disbursements will be paid.

“Grade A Fee Earner” means a solicitor with over eight years’ post-qualification experience, as referred to in Schedule 2.

“Grade B Fee Earner” means a solicitor or legal executive with over four years’ post-qualification experience, as referred to in Schedule 2.

“Grade C Fee Earner” means any other solicitor, legal executive, or fee earner of equivalent experience, as referred to in Schedule 2.

“Grade D Fee Earner” means a trainee solicitor, paralegal, or other fee earner, as referred to in Schedule 2.

“Guardian” means a person lawfully appointed or authorised to make decisions or give instructions on behalf of another person who lacks capacity.

“Historical Child Abuse in Care in Scotland” means abuse experienced by a child while in a relevant care setting in Scotland, as recognised or considered under the rules and criteria of The Scottish Redress Scheme.

“Independent Law Firm” means any separate law firm or legal adviser instructed or appointed to provide independent advice, including advice about an award, waiver, or other aspect of The Scheme.

“INS”, “INS Law”, “We”, “Us” or “Our” means INS Law, the solicitor acting for you under this Agreement.

“Instructions” means the information, decisions, approvals, authority, and directions you provide to us in relation to your matter.

“Legal Fee Provisions” means any arrangements, rules, procedures, or provisions under The Scheme relating to payment or contribution towards legal fees.

“Legal Ombudsman” means the independent body that may investigate complaints about legal services in England and Wales, where applicable.

“Legal Representative” means a person with legal authority to act for or represent you, including a solicitor, attorney, deputy, guardian, executor, administrator, or other authorised representative.

“Loss of Capacity” means a situation where you are no longer able to make or communicate decisions or provide instructions in relation to your matter, whether temporarily or permanently.

“Matter” means the legal work we carry out for you in relation to your Application, within the scope of this Agreement.

“Nominated Beneficiary” means a person nominated or recognised in accordance with The Scheme or applicable law to receive or deal with any benefit, payment, or continuation of an Application following death or loss of capacity.

“Notice of the Right to Cancel” means the cancellation notice and information set out in Schedule 3.

“Outside the Scope of this Agreement” means any work, advice, claim, application, complaint, or service not expressly covered by this Agreement.

“Personal Injury Action” means a legal claim for compensation for injury, harm, loss, or damage suffered by a person.

“Personal Liability” means your individual responsibility to pay charges, fees, expenses, disbursements, or other sums.

“Personal Representative” means a person legally entitled to administer or represent your estate after death.

“Privacy Notice” means the notice or document explaining how we process, use, store, share, and protect your personal information.

“Professional Body” means any regulator, ombudsman, professional organisation, court, tribunal, or other body with authority to consider complaints or issues relating to legal services.

“Professional Duties” means our duties under applicable law, regulation, professional rules, codes of conduct, confidentiality obligations, and duties owed to the court or other relevant bodies.

“Prospects” means our assessment of the likelihood that your Application can properly be pursued and may achieve a successful outcome.

“Record-Holders” means any person or organisation that may hold records relevant to your Application, including Data Holders.

“Redress Payment” means any financial payment made to you by The Scheme in connection with your Application.

“Review Process” means the procedure by which a decision or offer made by The Scheme may be reviewed, reconsidered, challenged, or further considered, where available under the rules of The Scheme.

“Schedule” means a numbered schedule attached to or forming part of this Agreement.

“Scheme” or “The Scheme” means The Scottish Redress Scheme.

“Scope of this Agreement” means the work expressly identified in this Agreement as being covered by it.

“Separate Terms of Business” means additional or replacement terms provided by us for work that is not covered by this Agreement.

“Solicitor” means INS Law and/or any solicitor acting on behalf of INS Law in connection with your matter.

“Statutory Waiver” means the waiver required under The Scheme which, if signed, may prevent you from bringing or continuing certain civil claims connected with the abuse or care setting covered by the waiver.

“Success Fee” means the fee payable to us if your Application is successful, calculated in accordance with Schedule 1 and subject to the applicable cap.

“Successful” or “Success” means that you are offered a financial award by The Scheme and accept that award on our advice.

“The Scottish Government” means the government body responsible for the operation, administration, oversight, or funding of The Scottish Redress Scheme, as applicable.

“The Scottish Redress Scheme” means the statutory scheme established to provide redress to eligible applicants who experienced historical child abuse in care in Scotland.

“Unsuccessful” means that The Scheme makes no offer of financial award to you, or your Application otherwise ends without you receiving a financial award.

“VAT” means Value Added Tax charged at the rate applicable when the relevant work is carried out or the relevant charge becomes payable.

“Witness Statement” means a written statement prepared for or by you, or another person, setting out evidence relevant to your Application.

“Work” means the legal and administrative work carried out by us in connection with your matter.

“Writing” or “Written” includes communication by letter, email, electronic mail, or other written or electronic method, unless a specific form of notice is required.

## **22 Schedule 5**

This privacy notice explains how INS Law Ltd, collects, uses, stores and shares personal information.

For the purposes of UK data protection law, INS Law is the controller of the personal information described in this policy, unless we tell you otherwise.

- Company name: INS Law
- Registered address: Newsham House Basement, 103 Manchester Road, BL9 0TD
- Company number: 13059322
- Email: [n.yasin@inslaw.co.uk](mailto:n.yasin@inslaw.co.uk)
- Telephone: 01618259980
- Data Protection Officer / privacy lead: James Taylor
- DPO or privacy contact email: [evidence@inslaw.co.uk](mailto:evidence@inslaw.co.uk)

This policy is designed to meet the UK GDPR transparency requirements, including the right to be informed about how personal data is collected and used.

### **The laws that apply**

We process personal information in accordance with applicable UK privacy and data protection laws, including:

- UK GDPR;
- Data Protection Act 2018;
- Privacy and Electronic Communications Regulations 2003, known as PECR; and
- Data (Use and Access) Act 2025, where its amendments to UK data protection and privacy law apply.

The Data Protection Act 2018 works alongside the UK GDPR. PECR sits alongside the Data Protection Act and UK GDPR and includes specific rules for cookies, electronic marketing and similar technologies. The Data (Use and Access) Act 2025 updates parts of UK data protection and privacy law, including changes relating to recognised legitimate interests, compatible processing, automated decision-making, international transfers, cookies and complaints handling.

### **The personal information we collect**

#### **Contact and identity information**

This may include your name, job title, organisation, email address, telephone number, postal address and account login details.

#### **Business and customer information**

This may include records of enquiries, orders, contracts, communications, support requests, service preferences, feedback and payment or billing information.

#### **Website and technical information**

This may include IP address, device information, browser type, operating system, pages visited, referral source, approximate location, cookie identifiers and usage data.

#### **Marketing information**

This may include your marketing preferences, consent records, newsletter subscriptions, campaign engagement and communication history.

## Recruitment information

If you apply for a role with us, this may include your CV, employment history, qualifications, references, interview notes, right-to-work information and any information you provide as part of the recruitment process.

## Supplier and contractor information

This may include contact details, bank/payment details, contract information, due diligence information and communications.

## Special category information

We do not normally collect special category data unless it is necessary for a specific lawful purpose. Special category data includes information such as health data, racial or ethnic origin, political opinions, religious or philosophical beliefs, trade union membership, genetic data, biometric data used for identification, sex life or sexual orientation. Where we process special category data, we must identify both a lawful basis under Article 6 UK GDPR and a separate Article 9 condition.

## How we collect personal information

We may collect personal information:

- directly from you when you contact us, use our website, complete a form, buy services, create an account, apply for a job or communicate with us;
- from your employer or organisation where they ask us to provide services;
- from suppliers, partners, professional advisers and service providers;
- from publicly available sources, such as Companies House, LinkedIn or business websites;
- through cookies and similar technologies on our website; and
- from third-party platforms we use to operate our business, such as CRM, analytics, payment, support, email, hosting or communication tools.

## Why we use personal information and our lawful bases

We must have a valid lawful basis for using personal information. We identify a lawful basis, use personal data fairly, and include the lawful basis and purposes in our privacy information.

| Purpose                                         | Type of data                                        | Lawful basis                                                                      |
|-------------------------------------------------|-----------------------------------------------------|-----------------------------------------------------------------------------------|
| Responding to enquiries                         | Contact details, enquiry content                    | Legitimate interests or steps before entering into a contract                     |
| Providing services                              | Contact, account, service and communication data    | Contract or legitimate interests                                                  |
| Managing customer relationships                 | Contact, communication and service data             | Legitimate interests                                                              |
| Processing payments and invoices                | Billing and transaction data                        | Contract, legal obligation and legitimate interests                               |
| Website operation and security                  | Technical and usage data                            | Legitimate interests                                                              |
| Non-essential cookies and analytics             | Cookie identifiers, usage data                      | Consent, where required by PECR                                                   |
| Sending marketing to existing business contacts | Contact and marketing data                          | Legitimate interests, where permitted, or consent                                 |
| Sending electronic marketing requiring consent  | Contact and marketing data                          | Consent                                                                           |
| Recruitment                                     | CV, application and interview data                  | Steps before entering into a contract, legitimate interests and legal obligations |
| Supplier management                             | Contact, payment and contract data                  | Contract and legitimate interests                                                 |
| Legal, compliance and dispute handling          | Relevant records and communications                 | Legal obligation and legitimate interests                                         |
| Handling data protection complaints             | Identity, contact details and complaint information | Legal obligation                                                                  |

Where we rely on legitimate interests, we consider our interests, your rights and the potential impact on you. Where required, we carry out a legitimate interests assessment.

Where we rely on consent, you can withdraw your consent at any time. Withdrawal does not affect processing that took place before consent was withdrawn.

Where the recognised legitimate interests lawful basis applies under the Data (Use and Access) Act 2025, we may rely on it only where the statutory conditions are met.

## **Cookies and similar technologies**

Our website may use cookies, pixels, tags, SDKs, local storage and similar technologies.

Some cookies are strictly necessary for our website to work. Others, such as analytics, advertising or personalisation cookies, may require your consent.

Where consent is required, we will ask for it before setting non-essential cookies on our website. You can manage your cookie preferences through our website.

For more detail, please see our Cookie Policy on our website [www.inslaw.co.uk](http://www.inslaw.co.uk)

## **Direct marketing**

We may use your contact details to send you updates about our services, events, insights or offers.

We will only send marketing where the law allows us to do so. For some types of electronic marketing, we may need your consent. For other business-to-business communications, we may rely on legitimate interests where permitted by PECR and UK data protection law.

You can opt out of marketing at any time by clicking the unsubscribe link in our emails or contacting us at [privacy email].

We will not sell your personal information to third parties for their own marketing purposes.

## **Automated decision-making and profiling**

We do not make decisions about you based solely on automated processing where the decision has a legal or similarly significant effect on you, unless we tell you otherwise and the law allows us to do so.

If we use automated decision-making or profiling in a way that materially affects you, we will provide meaningful information about the logic involved, the significance and expected consequences, and your rights.

This section should be reviewed carefully if you use AI, scoring, automated eligibility checks, automated recruitment screening or automated fraud detection.

## **Who we share personal information with**

We may share personal information with:

- IT, hosting, cloud and software providers;
- payment processors and banks;
- CRM, email, analytics, communications and support platforms;
- professional advisers, including lawyers, accountants and insurers;
- recruitment platforms and reference providers;
- suppliers, subcontractors and business partners where needed to provide services;
- regulators, law enforcement bodies, courts, HMRC or public authorities where required; and
- potential buyers, investors or advisers in connection with a business sale, merger, restructuring or investment.
- Independent Scottish solicitors and legal advisers engaged to provide advice concerning redress awards, statutory waivers, reviews, appeals or related legal issues arising from the Scottish Redress Scheme.

Where we use processors, we require them to process personal information only on our instructions and to protect it appropriately.

## **International transfers**

Some of our suppliers or systems may process personal information outside the UK.

Where personal information is transferred outside the UK, we will ensure that appropriate safeguards are in place. These may include UK adequacy regulations, the UK International Data Transfer Agreement, the UK Addendum to EU Standard Contractual Clauses, or another lawful transfer mechanism.

### How long we keep personal information

We keep personal information only for as long as reasonably necessary for the purposes described in this policy, including to meet legal, regulatory, tax, accounting, reporting and business requirements.

| Type of record                                  | Typical retention period                                          |
|-------------------------------------------------|-------------------------------------------------------------------|
| Customer account and contract records           | Up to 7 years after the relationship ends                         |
| Enquiries that do not become customers          | Up to 2 years                                                     |
| Marketing records                               | Until you unsubscribe or your details are no longer relevant      |
| Cookie consent records                          | Up to 2 years or as required for compliance evidence              |
| Recruitment records for unsuccessful applicants | Up to 6-12 months unless a longer period is justified             |
| Supplier and finance records                    | Up to 7 years                                                     |
| Complaint and dispute records                   | Up to 7 years after closure, or longer if needed for legal claims |

### How we protect personal information

We use appropriate technical and organisational measures to protect personal information against unauthorised access, loss, misuse, alteration or disclosure.

These measures may include access controls, encryption, secure hosting, password protection, multi-factor authentication, staff training, supplier due diligence, confidentiality obligations, backups and incident response procedures.

### Your rights

Subject to certain conditions and exemptions, you have the following rights:

- the right to be informed about how your personal information is used;
- the right of access to your personal information;
- the right to rectification of inaccurate or incomplete information;
- the right to erasure, sometimes called the right to be forgotten;
- the right to restrict processing;
- the right to data portability;
- the right to object to processing;
- rights relating to automated decision-making; and
- the right to withdraw consent where we rely on consent.

You can exercise your rights by contacting us at [evidence@inslaw.co.uk](mailto:evidence@inslaw.co.uk).

We may need to verify your identity before responding. We will respond within the time required by law.

### Complaints

You can complain to us if you are unhappy with how we have handled your personal information. Please contact us at:

- Email: [evidence@inslaw.co.uk](mailto:evidence@inslaw.co.uk)
- Postal address: Building B, 23 Goodlass Road, Speke, Liverpool, England, L24 9HJ
- FAO: James Taylor

We will acknowledge and handle data protection complaints in accordance with applicable legal requirements.

From 19 June 2026, organisations are legally required to have a data protection complaints process under the Data (Use and Access) Act 2025.

You also have the right to complain to the UK Information Commissioner's Office:

- Information Commissioner's Office
- Website: [ico.org.uk](https://ico.org.uk)
- Telephone: 0303 123 1113

### **Children's information**

Our services are not intended for children, and we do not knowingly collect children's personal information.

If we become aware that we have collected personal information from a child without appropriate consent or another lawful basis, we will take steps to delete it or otherwise handle it lawfully.

If your services are likely to be accessed by children, this section must be expanded to address the UK Age Appropriate Design Code and children's transparency requirements.

### **Changes to this policy**

We may update this privacy policy from time to time to reflect changes in law, guidance, our services or how we use personal information.

The latest version will be available at [www.inslaw.co.uk](https://www.inslaw.co.uk)

Business-specific sections you should add if relevant

- Employee privacy notice - if this policy is also meant to cover staff, workers or contractors.
- Candidate privacy notice - if you recruit regularly.
- Cookie policy - strongly recommended for any website using cookies or similar technologies.
- Data processing addendum - if you process personal data on behalf of customers as a processor.
- AI / automated decision-making notice - if you use AI tools for scoring, recommendations, recruitment, monitoring or significant decisions.
- International transfer schedule - if you use suppliers outside the UK.
- Special category data section - if you process health, diversity, biometric, criminal offence or similar sensitive data.
- Children's privacy notice - if children are users or likely visitors.