

## Data Protection and Privacy Policy Notice

### Who we are

Sherwill Drake Forbes is the trading name of Sherwill Forbes Limited, a private limited company by guarantee under registration number 08470513. The registered office is Moorgate House, 201 Silbury Boulevard, Milton Keynes, MK9 1LZ.

Sherwill Drake Forbes operate the websites [www.sherwillforbes.com](http://www.sherwillforbes.com) and [www.sdforbes.com](http://www.sdforbes.com).

Sherwill Drake Forbes is a data controller under the data protection legislation. Contact details are shown at the end of this notice.

### Information we gather

We only collect data required by us to undertake any tasks on your behalf. This information is stored on databases located on our secure server. Only authorised employees of Sherwill Drake Forbes have access to these databases and, where permitted, make any alterations to the data held on that database.

The information we collect includes:

- Name(s)
- Address
- Landline and/or Mobile Number
- E-mail address.

We collect your personal information from:

- a) Authority To Act Form;
- b) Any information entered on our website;
- c) Email, post, fax and mail correspondence with Sherwill Drake Forbes; and
- d) Contact via phone.

We will use this information to:

- a) Undertake a task on your behalf;
- b) Contact you for any updates in relation to your queries and complaints as required, and keep you informed of any progress;
- c) Investigate any issue/complaint against our members.

We will respond to your queries via phone, email and/or post. If you do not wish to be contacted by Sherwill Drake Forbes by a particular means, please contact us to confirm your preferences.

### What is the legal basis for processing your data

Where processing data is necessary the legal basis for Sherwill Drake Forbes for processing clients data is 'contract' as defined by Article 6 of the General Data Protection Regulations. In this case the contract between Sherwill Drake Forbes and yourselves to undertake a specific task/undertaking is relied upon. In other instances we may rely on 'consent' for lawful processing.

If we have written to you personally in our initial letter we are doing so under the 'Legitimate Interest' term as defined by Article 6 of the General Data Protection Regulations. We have obtained your name from Land Registry records in order to write to you. If you, in due course, choose to instruct Sherwill Drake Forbes the legal basis for processing your data at that point will change to 'Contract'. Please refer to the previous paragraph for further details.

### Who will have access to the information

We do not share any of your information with any third parties or data processors in regards to any tasks being undertaken by the utilities department.

Sherwill Drake Forbes takes responsible organisational and technical measures to protect your information against unauthorised access, modification or misuse. We use services provided by reputable security providers and your information is accessed on a need to know basis.

### How long will we keep your information

Sherwill Drake Forbes is a firm of chartered surveyors regulated by the Royal Institution of Chartered Surveyors (RICS). In order to comply with the regulations set out by RICS all information relating to that instruction, undertaken by Sherwill Drake Forbes must be held for a minimum of seven years in case it is required in defence of a legal claim.

### Your rights

You have the right to:

- a) Update us in writing and have any inaccuracies in your data corrected. If you would like to update the details we hold about you, please contact us at the address set out at the end of this notice.
- b) Request a copy of the personal information we hold about you. We will only send this information to either the address or email we hold to ensure your data security. We will respond within one month of receipt of your request. This service is free of charge.
- c) Have the data we hold about you transferred to another organisation.
- d) Object to certain types of processing such as direct marketing.
- e) Object to automated processing, including profiling. (Sherwill Drake Forbes does not undertake any automated processing.)

### Enquiries and complaints

Please contact us if you have any enquiries arising from this Privacy Policy Notice. Where possible, please raise all enquiries in writing.

If you are unhappy with our handling of your data or something that we have done or failed to do, please inform us in writing. We will acknowledge receipt of all complaints and will endeavour to investigate the complaint as soon as reasonably practicable.

All complaints should be sent to:

Sherwill Drake Forbes  
28 Ashby Road  
Towcester  
Northamptonshire  
NN12 6PG  
Tel: 01908 614 248  
Email: [mail@sdforbes.com](mailto:mail@sdforbes.com)  
Website: [www.sherwillforbes.com](http://www.sherwillforbes.com)

You may also complain directly to the Information Commissioner's Office if you are concerned with how we are handling your personal information. Their contact details are:

Information Commissioner's Office  
Wycliffe House  
Water Lane  
Wilmslow  
Cheshire  
SK9 5AF  
Tel: 0303 123 1113  
Website: [www.ico.org.uk](http://www.ico.org.uk)

### Review of Sherwill Drake Forbes' Privacy Notice

This notice was last reviewed in April 2024. The content of the policy may be reviewed and changed without prior notice. Please visit our website for any changes. We may update the terms of this privacy notice at any time, so please do check from time to time.

## Terms of Business

Sherwill Drake Forbes is regulated by RICS for the provision of surveying services. This means we agree to uphold the RICS Rules of Conduct for Firms and all other applicable mandatory professional practice requirements of RICS, which can be found at [www.rics.org](http://www.rics.org). As an RICS regulated firm we have committed to cooperating with RICS in ensuring compliance with its standards. The firm's nominated RICS Responsible Principal is James Paynter, Director who can be contacted on 01908 614248 or [jmp@sdforbes.com](mailto:jmp@sdforbes.com).

This document sets out the basis on which we will provide professional services to you. It should be read together with any Authority to Act that you have signed. These documents set out the contract between us. If there is any conflict between these terms of Business and the Authority to Act, the Authority to Act will take precedence.

In this document, 'you' means the person who is our client, or if there is more than one person, those persons who together are our client. 'We/us' means Sherwill Forbes Limited trading as Sherwill Drake Forbes and its successors. 'Director' means a Director of Sherwill Forbes Limited.

### 1. Our Role

To identify and secure an appropriate Agreement with the power company due to the presence of electricity equipment at your property.

### 2. Your Involvement

We will achieve the best results for you if you give us as much information as possible at the outset. Please tell us as soon as you can of any changes in your circumstances, or if you receive new and relevant information.

### 3. Responsibility

Our Directors play an active part in the management of the work we do for you.

Any advice given by us, unless otherwise agreed in writing by us, is solely for your benefit and must be kept confidential to you and other professional advisers working for you. Our advice may not be relied on by you except for the purposes of the matter to which it relates. Our advice may not be used or relied on by any third party without our prior written consent.

### 4. Communication

We may communicate with you at any postal or e-mail address or telephone number we have for you, unless you ask us to use a particular address or number.

### 5. Email

Email travels over the public internet and is subject to its shortcomings: once a message has left our server, we cannot guarantee that it will remain confidential nor when or whether, the message will arrive. If you do not want us to communicate by email, whether with you or with others (e.g. other professionals, other advisers or on your behalf at other addresses), please advise the person dealing with your instruction.

### 6. Confidentiality

We will keep all information relating to your affairs confidential. If, on your authority, we are working in conjunction with other professional advisers we will assume that we may disclose any relevant aspect of your affairs to them.

We may also disclose such information to third parties if:

- you agree that we should; or
- it is within the scope of our instructions to do so; or
- it is in accordance with our Data Protection and Privacy Policy; or
- we are required to do so by law, by our insurers or by our professional rules.

We are required by law to report arrangements that may involve the proceeds of crime and may not be permitted to tell you that this has been done.

### 7. Data Protection

We are committed to respecting your privacy and the data which we hold about you in accordance with the General Data Protection Regulation. Please see our policy statement.

### Clarification

We will explain the issues raised in dealing with your business and will from time to time keep you informed of progress. If you are uncertain about what is happening, please feel free to contact our dedicated client support team on 01908 614248 or [support@sdforbes.com](mailto:support@sdforbes.com).

We seek to provide you with a high-quality service in a way which gives you confidence and satisfaction. If you have concerns about the work undertaken on your behalf at any stage, please raise them with us.

If you are not satisfied with the response, you should request our Complaints Handling Procedure from James Paynter, Director, who can be contacted on 01908 614248 or [jmp@sdforbes.com](mailto:jmp@sdforbes.com).

### 8. Copyright

All copyright in all documents we produce is owned by us. You may copy any document we produce for you, but you must not modify, reuse or adapt any documents we produce for you without our written agreement. We reserve all our legal rights to be identified as the creator and copyright owner of any document we produce.

### 9. Our Fees

You are ultimately responsible for the payment of our fees. We have agreed a fee with you as shown on the Authority to Act. In addition we may be entitled to a fee paid by the power company in certain circumstances.

### 10. Invoicing Arrangements

Payment of any invoice raised is due within 14 days. We reserve the right to charge you interest on the unpaid sum, from the date that the payment became due to the date of final payment in accordance with the Late Payment of Commercial Debts (Interest) Act 1998 and the Late Payment of Commercial Debts Regulations 2002.

### 11. Claims

You agree that you will not make any claim or take any action personally against any of our Directors or staff. However, this does not alter or reduce any liability that we may have to you.

We shall not be liable for any consequential or indirect loss (whether or not it might have been foreseeable at the commencement of the matter).

### 12. Termination

You have the right to cancel your instruction to us within 14 days without giving any reason ("cooling off period" - Consumer Contracts Regulations 2013) by providing written notice to Sherwill Drake Forbes, 28 Ashby Road, Towcester, Northamptonshire, NN12 6PG, email [support@sdforbes.com](mailto:support@sdforbes.com). After the "cooling off" period, you may terminate your instruction to us in writing at any time; in this instance, we reserve the right to charge an appropriate abortive fee for any work undertaken to date on your behalf. We will also be entitled to keep all papers and documents while there is money owing to us for our charges and expenses to that date together with any future costs to which we are committed.

If we have good reason, for example, if you do not pay an invoice, or if a conflict of interest arises, we may decide to stop acting for you. Where circumstances permit, we will give you reasonable notice that we cannot continue to act.

### 13. Contracts (Rights of Third Parties) Act 1999

For the purpose of section 1(2) of the Contracts (Rights of Third Parties) Act 1999, it is agreed that no term of our agreement with you shall be enforceable by a third party.

### 14. Applicable Law

This agreement between us is governed exclusively by English law.

### 15. Registered Office

Sherwill Forbes Limited is registered in England & Wales with number 08470513. Our registered office is: Moorgate House, 201 Silbury Boulevard, Milton Keynes, MK9 1LZ.