

# KINGSLEY NAPLEY

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## LEGAL NOTICES

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([www.kingsleynapley.co.uk](http://www.kingsleynapley.co.uk))

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### **1 Kingsley Napley LLP**

- 1.1 Kingsley Napley LLP is a limited liability partnership incorporated in England and Wales under CRO number OC343278. Its registered office address and principal place of business is 20 Bonhill Street, London, EC2A 4DN, United Kingdom.
- 1.2 The members of Kingsley Napley LLP (who we call 'partners') are either solicitors or costs lawyers authorised to practise in, or barristers called to the Bar of, England and Wales. The names of the partners and their respective legal qualifications can be inspected at the registered office, viewed on this website, or supplied on request.

### **2 Regulation of legal services**

- 2.1 The Law Society of England and Wales represents solicitors in England and Wales. The Solicitors Regulation Authority is the independent regulatory arm of The Law Society. The Legal Ombudsman is an independent body which adjudicates upon complaints which a law firm's own complaint handling procedure is unable to resolve.
- 2.2 Kingsley Napley LLP is authorised and regulated by the Solicitors Regulation Authority under SRA number 500046. The SRA Standards and Regulations, which contain the rules of professional conduct which apply to solicitors and to law firms, are published on the website of the Solicitors Regulation Authority ([www.sra.org.uk](http://www.sra.org.uk)).

### **3 Regulation of financial services**

- 3.1 Sometimes the provision of our legal services may involve regulated activities relating to 'investments' within that term's meaning in the Financial Services and Markets Act 2000. Kingsley Napley LLP is not authorised by the Financial Conduct Authority. We are able however to offer clients a limited range of financial services if they are an incidental part of a legal service we have been engaged to provide because we are authorised and regulated by the Solicitors Regulation Authority. Complaints and redress mechanisms in respect of our financial services are provided through the Solicitors Regulation Authority and the Legal Ombudsman.

- 3.2 Kingsley Napley LLP is not authorised by the Financial Conduct Authority, but it is included on the register maintained by the Financial Conduct Authority so that it can carry on insurance distribution activity. Broadly, this covers advising on, selling and administering contracts of insurance. This part of our business, including arrangements for complaints or redress if something goes wrong, is also regulated by the Solicitors Regulation Authority. The FCA Register is published on the website of the Financial Conduct Authority ([www.fca.gov.uk](http://www.fca.gov.uk)).

#### **4 Client take-on procedures**

- 4.1 No lawyer-client relationship and no contract or agreement between you and this firm is created by your use of this website. The only way to become a client of Kingsley Napley LLP is through a mutual agreement in writing made between this firm and you after we have completed our client and matter take on obligations and procedures. Our take on procedures incorporate the conflict, identity, background, and sanction checks, and the anti-money laundering processes, which are required by law and regulation.
- 4.2 If you are interested in becoming a client of this firm, please contact us so that we can determine whether your matter is one with which we can assist you. Please do not provide us with confidential, legally privileged or sensitive information before we have carried out and completed our conflict checks, unless we ask you to do so. This is because if you provide information to us on an unsolicited basis and it is or might be relevant to the matter of a current client of the firm, in certain circumstances we may be required by law and regulation to disclose it to that client.
- 4.3 We provide our services and advice to clients on the basis set out in the relevant engagement letter and our terms of business. Clients confirm their agreement to the firm's engagement letter and terms of business by instructing the firm. No responsibility is assumed and no liability is accepted for information that is supplied or for services that are rendered to someone who is not a client of the firm (including someone using this website) unless in writing we have expressly agreed otherwise.

#### **5 Anti-money laundering obligations**

- 5.1 We will never knowingly facilitate money laundering or the financing of terrorism. The UK's anti-money laundering and counter-terrorist financing laws and related rules issued by the Solicitors Regulation Authority and the Legal Sector Affinity Group require us to take steps to know our clients, their business, and the reason for their instructions. We are required to conduct due diligence on new clients before we enter into a business relationship with them, and on-going monitoring of existing clients.
- 5.2 We must verify and document the identity and address of every client of the firm (including any beneficial owner or controller of a company or trust) and anyone purporting to act on behalf of a client. Sometimes we can verify and document the identity of a client through publicly available information, including from electronic data sources. If this is not possible, we will ask the client to provide us with the necessary information and documents. Periodically, or if their circumstances change, clients may be asked to provide up to date evidence of identity or address and other information. If we are unable to obtain satisfactory evidence of identity or address, or any other information we require, we will not be able to act, or continue acting.
- 5.3 We are also required to identify the source of and verify the provenance of all monies that will be paid to or controlled by the firm. We cannot accept funds unless the source has previously been disclosed to us and verified to our satisfaction. If payment is made to us in breach of this legal requirement, the funds may be frozen until their source and provenance has been established.

- 5.4 The laws which govern money laundering and the financing of terrorism have placed all professional advisers, including lawyers, under a legal duty to disclose information to the National Crime Agency in certain circumstances. Where a lawyer knows or suspects that a transaction involves money laundering or the financing of terrorism, they may be required to report that knowledge or suspicion to the NCA. If this happens, we will not be able to inform you that a disclosure has been made or of the reason for it, for legal reasons. We accept no responsibility or liability for any loss, damage, costs or expenses that you incur by reason of such disclosure.

## **6 Bribery, corruption and tax evasion**

- 6.1 Our aim is always to manage our own business and to conduct clients' matters in compliance with applicable laws and regulations and to the highest ethical standards. We will never knowingly commit, or advise or assist a client or someone acting on behalf of a client to commit, an illegal act, including, without limitation, bribery, corruption, or tax evasion.
- 6.2 Our policies and procedures are designed to comply with UK laws and regulations that combat bribery, corruption and tax evasion. They apply to all firm members and to anyone else who is working for or on behalf of the firm. We expect the other professional advisers with whom we work from time to time and our suppliers to have similar policies and procedures in place.
- 6.3 Our policies and procedures prohibit the criminal facilitation of tax evasion. They also prohibit, either directly or via a third party, the offering, promising or giving of anything of value for an improper purpose or to gain a business advantage. This prohibition extends not only to financial rewards, but also to gifts, donations and services, and to entertainment of an unusual or excessive nature. Dealings with foreign government officials and other politically exposed people are subject to enhanced scrutiny.

## **7 Warning about fraud and cybercrime**

- 7.1 Fraud, including, and especially, cyber-crime, is on the increase worldwide. In common with many businesses, including a large number of other law firms, the name of this firm and the names of individual lawyers who work for this firm have on occasions been used by criminals without our knowledge or permission in an apparent attempt to carry out scams and frauds targeted at members of the public worldwide.
- 7.2 Always be alert to and on the look-out for criminal conduct to ensure that you do not become a victim of it. If something looks unusual or suspicious (for example, if it is written in poor English, a business is using a consumer email account like Gmail, Hotmail or Yahoo, or contact details in a communication do not accord with the publicly available contact information for that organisation) either ignore it and delete it, or proceed with extreme caution and investigate it thoroughly before acting on it.
- 7.3 In particular, always check and verify the identity of, and assess the possible motives of, anyone who contacts you on an unsolicited basis. Remember that a fraudster might be trying to impersonate either someone you know or someone you would normally expect to be on your side (for example, a bank employee, police officer or lawyer, including us). If something sounds too good to be true - a surprise windfall for example - usually it is not true, and often it is a scam. Never hand over money, or disclose personal, financial or security information, unless you are sure you know who you are dealing with and their true intentions towards you.
- 7.4 Fraudsters often use email to perpetrate their frauds and scams, so treat unsolicited email with particular care. Sometimes other forms of communication are also used to initiate a scam, including text, fax, letter, and telephone. Often the initial email or other

communication will either: (1) promise the recipient a share of a large sum of money (from a dead person's estate, an insurance policy, or a lottery win, for example) in return for them first paying a modest sum (an 'administration fee' of some description) up front (which is commonly referred to as an 'advance fee' fraud); or (2) request personal, financial or security information about the recipient or their bank account allegedly in order to check their account is working correctly or so that non-existent money can be paid in to it (which information they then use to try and access the account by impersonating their victim in an 'identity theft' fraud).

- 7.5 Without their knowledge or permission fraudsters sometimes mention in their communications the involvement of a genuine law firm or a genuine lawyer to in an attempt to give legitimacy and credibility to their scam and/or to try and lull their potential victim into a false sense of security. Sometimes fraudsters' communications will also direct the recipient to a bogus website and/or a bogus social media account that intentionally replicates the look and feel of the website or social media account of a genuine business, bank, or law firm. Such copies (clones) of websites and social media accounts are created without the knowledge or permission of the genuine business and in an attempt to give an legitimacy or respectability to a scam. Never seek to verify the existence or involvement in a transaction of a law firm or lawyer by using contact details contained in an unsolicited communication: always use a public search engine, such as Google, or a reputable online professional directory.
- 7.6 We are aware that on occasions the name of this firm, or the names of lawyers who work for it, or clones of the firm's website, have been used by fraudsters for apparently criminal purposes without our knowledge or permission. Please note that we only practice under the firm name 'Kingsley Napley LLP'. If you receive a communication which purports to come from, or which mentions, a firm or other business which has a similar but not identical name to us, or which has the same name but different contact details (business address, telephone number, fax number, email address and/or website address) it will not have originated from us or have been sent by us, on our behalf, or with our knowledge or permission. Similarly, our website, and the email addresses we operate, only use the domain name '@kingsleynapley.co.uk'. If a website or email address uses a different domain name, including a similar but not identical domain name, and even one that has only one character different, it will not belong to us, and it will be nothing to do with us.
- 7.7 We are also aware that fraudsters sometimes seek to intercept legitimate payments and divert them to their own bank account. They will do this by 'hacking' a client's email account (in particular consumer email accounts like Gmail, Hotmail and Yahoo) and then changing the bank account details which appear in an otherwise legitimate email that the client sends out or which a genuine person or business has sent to the client in order to divert the payment to their own bank account. This is known as a 'man in the middle' fraud. We will never use email to notify you of a change to bank account details which we have already provided to you (in our engagement letter or on the back of our invoices). Any email appearing to come from us which seeks to do this will not be genuine. Do not act on it or reply to it and instead contact us immediately by telephone: do not use email to contact us in case the fraudster has compromised your email account and is monitoring (or tampering with) emails which you send and receive. Please note that we will not accept responsibility if you transfer money into a bank account which does not belong to Kingsley Napley LLP.
- 7.8 If you receive an email or other communication purporting to come from Kingsley Napley LLP or from someone holding themselves out as being a member of or agent for Kingsley Napley LLP, or if you are directed to a website or social media account which purports to belong to Kingsley Napley LLP, and you have any suspicions at all about it, before responding to it or taking any action in reliance on it please promptly

contact the firm member with whom you normally deal or email enquiries@kingsleynapley.co.uk and we will tell you whether or not the communication came from us or is our website or our social media account. If you have a suspicion or concern about any communication which purports to have come from us, always err on the side of caution and speak to us before acting on it.

- 7.9 Our regulator, the Solicitors Regulation Authority, maintains an online 'Scam Alert' database which provides members of the public with information about known scams in which the identity of a genuine English law firm or a genuine English lawyer has been used, or is being used, by persons unknown for criminal purposes. The database can be viewed on the SRA's website ([www.sra.org.uk](http://www.sra.org.uk)).
- 7.10 You can report frauds and scams which have a United Kingdom element to them to the UK police using the Report Fraud website ([www.reportfraud.police.uk](http://www.reportfraud.police.uk)). The Report Fraud website also contains information about fraud prevention.

## **8 Professional indemnity insurance**

- 8.1 Kingsley Napley LLP holds professional indemnity insurance in an amount which exceeds the minimum level of cover required by the Solicitors Regulation Authority (which, in the case of a limited liability partnership, is £3 million).
- 8.2 The policy covers the professional services which the firm provides in the United Kingdom and worldwide and it extends to acts or omissions arising out of those professional services wherever they occur.
- 8.3 Details of the primary layer of compulsory professional indemnity insurance cover which the firm has procured from an SRA approved insurer (including the name of the insurer and the policy number) will be supplied to a client on request.

## **9 Complaint handling procedure**

- 9.1 Our aim is always to provide a quality service in a friendly manner applying the highest standards of professionalism and ethics. If despite our best efforts you wish to make a complaint about the service we have provided, then please let us know as soon as possible. Before doing that, we recommend talking through your concerns with the Supervising Partner (whose name and contact details appear in the Engagement Letter) or the relevant Practice Area Leader (whose name and contact details will be supplied at your request). If the Supervising Partner or Practice Area Leader are unable to resolve the matter and you wish to make a formal complaint, please provide full details in writing (together with any relevant documents) to the Claims Partner (Richard Foss), or if the Claims Partner is not appropriate, or available, to the Chief Legal Officer (Claire Green). Contact details for each of them are published on this website.
- 9.2 We will acknowledge your complaint within five working days of receiving it. We will then investigate your concerns. We will contact you if we need more information to do that. If we think that a meeting at this stage would be helpful, we will invite you to meet with us to discuss and, we hope, resolve your concerns. If we do meet with you, after the meeting we will write to you confirming what took place and any solutions that we were able to find. Where a meeting is not held, or is not appropriate, we will conclude our investigations and send our final response to you within eight weeks of us receiving your complaint. However, in exceptional circumstances we may need more time to respond, and if so, we will let you know.
- 9.3 If following receipt of our final response to your complaint you remain unsatisfied, you may refer your complaint to the Legal Ombudsman. You must refer your complaint to

the Legal Ombudsman within six months of our final response to you. Also, any complaint to the Legal Ombudsman must be made no more than one year from the date of the act or omission being complained about, or no more than one year from the date when you should reasonably have known that there was a cause for complaint. Information about the Legal Ombudsman (including who may submit a complaint, the types of complaint that will be considered, the timescales within which a complaint must be submitted, and the procedures that might be used if a complaint is accepted) is published on the Legal Ombudsman's website ([www.legalombudsman.org.uk](http://www.legalombudsman.org.uk)). The Legal Ombudsman can be contacted by post (PO Box 6167, Slough SL1 0EH); email ([enquiries@legalombudsman.org.uk](mailto:enquiries@legalombudsman.org.uk)); or telephone (0300 555 0333).

- 9.4 If a complaint relates to an invoice we have delivered, you may be entitled to apply to the court for an assessment of the invoice under Part III of the Solicitors Act 1974. Our entitlement to seek to recover any outstanding fees and charge interest in respect of an unpaid invoice may not be affected by any complaint you make to the Legal Ombudsman or by any application you make to the court. If your complaint concerns personal data, please refer to and use the separate complaints handling process which is described in the Privacy Notice published on our website.
- 9.5 A complaint about a breach of the SRA Standards and Regulations may be submitted to us in the first instance, or directly to our regulator, the Solicitors Regulation Authority. Information about the SRA's complaint handling remit and processes is available here: [www.sra.org.uk/consumers/problems/report-solicitor](http://www.sra.org.uk/consumers/problems/report-solicitor). Please note however that the SRA is not able to deal with complaints about poor service. A complaint about poor service should be directed to us in the first instance and, if we are unable to resolve it, then to the Legal Ombudsman, as outlined above.

## **10 Electronic communications**

- 10.1 All electronic communication involves known risks. Electronic communications might be insecure, intercepted, carry viruses, distort during transmission, or arrive late or not at all. Anyone who communicates with us electronically, or who does not expressly prohibit such communication, will be assumed to accept these risks. By using email or fax to communicate with us you consent to us communicating with you and with other parties involved in your matter in the same manner. Unless in writing you expressly prohibit electronic communication, we may use email and/or fax to communicate with you and others involved in your matter. We accept no liability for any inadvertent breach of confidence or privilege, or for any loss or damage, which occurs as a result communication by email or fax.
- 10.2 Email we send to you will not be encrypted unless we inform you otherwise. We take reasonable steps to protect our computer network and systems, including by using anti-virus software, but we accept no liability for viruses or other malware. We expect you to take appropriate measures to protect yourself and your systems and accounts, including by using your own anti-virus software. We recommend that you scan all email and any attachments for viruses before opening them. We also recommend that you confirm any material advice received by email before acting on it.
- 10.3 We monitor electronic communications (including email) in order to protect our business and our clients and to ensure that legal and regulatory obligations and our own internal policies and procedures are being complied with.

## **11 Data protection notice**

- 11.1 Kingsley Napley LLP is a data controller under the UK General Data Protection Regulation and the Data Protection Act 2018. We process personal data in accordance with our obligations under relevant data protection laws. A Privacy Notice, which sets out what to expect when we process personal data, is published on this website. It can be accessed by clicking on the 'Privacy Notice' link which appears at the foot of the homepage. A copy of the notice will also be supplied on request. When you provide personal data to us, we shall assume that you have complied with your own obligations under relevant data protection laws.
- 11.2 Any personal information which you provide to us during your use of this website will be processed in accordance with current United Kingdom data protection laws and for one or more of the following purposes: (1) for the purpose or purposes specified in the part of the website that you used to submit the information to us; (2) to enable us to supply you with any information or assistance that you have requested; (3) to enable us to provide you with information about us, our services, and our events; and (4) for any other purpose for which you give your consent.
- 11.3 If at any time you wish to have your name removed from our database, or you wish to contact us in relation to any other matter concerning the processing of your personal data (including to make a complaint about our handling of your personal data), please email our Data Protection Officer ([DPO@kingsleynapley.co.uk](mailto:DPO@kingsleynapley.co.uk)).

### **Kingsley Napley LLP**

1 June 2026

Kingsley Napley LLP  
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