

# 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 (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 cannot resolve.
- 2.2 Kingsley Napley LLP is authorised and regulated by the Solicitors Regulation Authority (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 engagement and 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 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 we may be required by law and regulation to disclose it to that client.
- 4.3 Our services and advice are provided to our clients on the basis of 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 must 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 are required to 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 are able to verify and document the identity of a client through publicly available information, including 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, he or she 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 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 We operate policies and procedures which comply with UK laws and regulations that are designed to combat bribery, corruption and tax evasion. They apply to all firm members and 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 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 it 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 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 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 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 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 of lawyers who work for it, or clones of the firm's website, have been used by fraudsters 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 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 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 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 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)). You can report frauds and scams which have a United Kingdom element to them to the UK police using the Action Fraud website ([www.actionfraud.police.uk](http://www.actionfraud.police.uk)).

## **8 Complaint handling procedure**

- 8.1 Our aim is to provide a quality service in a friendly manner applying the highest standards of professionalism and ethics. If you are unhappy about any aspect of the service we provide, or if you wish to discuss an invoice we deliver, please contact the supervising partner in the first instance. If they are unable to resolve the matter, or if you would prefer to speak to someone else, please contact the practice area leader. If the practice area leader is unable to resolve the matter, please contact the Complaints Partner. The relevant engagement letter will provide the name of the supervising partner and an inquiry of our switchboard or website will reveal the names of the practice area leader and Complaints Partner. We try to investigate complaints properly and to respond to them fairly and as quickly as circumstances allow. The process we use to do this is described in our Complaint Handling Procedure, which is published on this website (see the link which appears at the foot of the homepage), and a copy of which can also be supplied on request.
- 8.2 If having exhausted our own internal complaint handling procedure (as described above) you are still not satisfied with our final response to your complaint, you may have the complaint independently looked at by the Legal Ombudsman, who investigates complaints about service issues with lawyers. The Legal Ombudsman expects complaints to be made to them within one year of the date of the act or omission about which you are concerned or within one year of you realising there was a concern. You must also refer your concerns to the Legal Ombudsman within six months of our final response to you. Information about the Legal Ombudsman Scheme (including who may submit a complaint, the types of complaint that may 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 (Legal Ombudsman, PO Box 6167, Slough SL1 0EH; email ([enquiries@legalombudsman.org.uk](mailto:enquiries@legalombudsman.org.uk)); or telephone (0300 555 0333).
- 8.3 If a complaint relates to an invoice we have delivered, you may also be entitled to apply to the court for an assessment of the invoice under Part III of the Solicitors Act 1974. A client who wishes our charges to be reviewed by the court must apply to the court within one month of the date the invoice was delivered to them. If the invoice has been paid, more than twelve months has elapsed or a judgment has been obtained in respect of the costs covered by the invoice, the court will not order the invoice to be assessed unless special circumstances apply. If the court makes an order in such circumstances, it may attach conditions to the order in respect of the costs of the assessment. Our entitlement to charge interest in respect of an unpaid invoice may not be affected by any complaint submitted to the Legal Ombudsman or by any application that is made to the court for assessment of the invoice.

- 8.4 A complaint about breach of an SRA Principle or Code of Conduct 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.

## **9 Professional indemnity insurance**

- 9.1 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).
- 9.2 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.
- 9.3 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.

## **10 Electronic communications**

- 10.1 All electronic communication involves known risks. Such 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. We expect you to use, and rely on, 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. Our Privacy Notice, which sets out what to expect when we process personal data, is published on this website (and 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, please email our Data Protection Officer (DPO@kingsleynapley.co.uk).

## **12 Use of cookies on this website**

- 12.1 When you access this website your computer's browser provides us with certain electronic information (such as your IP address, browser type, and date and time of access). The website collects this information to provide you with a good user experience. We also use it to help us improve the website and to compile statistical data on its use. Further information about 'cookies' and how we use them is published on this website in our 'Cookies Policy' (which can be accessed by clicking on the link of that name which appears at the foot of the homepage).

## **13 Terms of use of this website**

- 13.1 Website owner and operator: this website is owned and operated by Kingsley Napley LLP (CRO No. OC343278), an English law firm based in London which is authorised and regulated by the Solicitors Regulation Authority (SRA No. 500046).
- 13.2 Application and amendment of these website terms of use: use of this website does not create a lawyer-client relationship and is subject to the terms and conditions set out here (in paragraph 13). These terms of use must be construed, and may be relied on and enforced, independently of each other. We may alter these terms of use at any time by publishing new terms on this website, following which all use of the website will be governed by the new terms. You should check this page from time to time and take note of any changes we make, as they will be legally binding on you.
- 13.3 Exclusions of liability: whilst we believe, and have taken reasonable measures to ensure, that this website is free of viruses, use of this website is at your own risk. Liability for loss or damage arising from your use of this website is excluded to the extent permitted by law. Whilst we have taken reasonable care to ensure that the content of this website (and of publications published on it) is accurate and complete, the information on this website (and in those publications) is provided for information purposes only and does not constitute legal or professional advice. All liability for loss or damage arising from reliance on it is excluded to the extent permitted by law.
- 13.4 Intellectual property rights: copyright in (and any other intellectual property rights which attach to) the content of this website or the publications published on it (including, without limitation, the 'Kingsley Napley LLP', 'Kingsley Napley' and 'KN' marks, logos and branding) is owned by Kingsley Napley LLP. You may download and temporarily store pages from this website for the sole purpose of viewing them. You may also print any publication on this website so long as it is a complete copy, no amendment is made to it and it is used only for personal use or use within your own organisation and the use made of it is lawful. None of the content of this website or of the publications published on it, whether or not permission is granted for downloading, printing or circulation, may be used for the purpose of commercial exploitation, or for an illegal purpose. Any other copying, transmission, distribution,

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- 13.5 Publications: publications published on this website provide general information only. They must not be relied on as legal or professional advice. They might not contain exhaustive statements of the law, they might not be up to date, and the information they contain might not be appropriate for your matter or circumstances. Users of this website who are located abroad should also be aware that laws and regulations may be different outside England and Wales. Before acting or omitting to act, you should take specific legal advice on any particular matter that concerns you. If you would like legal advice or legal assistance from us, please contact us.
- 13.6 Electronic links: electronic links to this website are prohibited without the prior written permission of Kingsley Napley LLP. Any links to other websites provided by this website have been included for convenience only. Such links do not imply endorsement by Kingsley Napley LLP of the linked website, its provider or its content. We accept no liability for the content of, or for any loss or damage caused by access to, use of, reliance on or software downloaded from, any linked website.
- 13.7 Governing law: any issues and disputes relating to this website, its content or the content of any publication published on it shall be governed by English law. Unless Kingsley Napley LLP at its sole discretion elects otherwise, any dispute relating to such matters shall be subject to the exclusive jurisdiction of the English courts.
- 13.8 Accessibility: we are committed to promoting equality of opportunity and respect for diversity in our employment practices, in our dealings with clients and others and in the way in which we deliver our services. This website is designed to be accessible to as many users as possible by meeting or exceeding the requirements of current United Kingdom accessibility legislation and internationally accepted guidelines. The website's 'Accessibility' link (which appears at the foot of the homepage) contains further information about accessibility issues.
- 13.9 Assistance: if you experience a technical problem or another issue with this website, please email the firm's digital marketing team ([staylor@kingsleynapley.co.uk](mailto:staylor@kingsleynapley.co.uk)).

## **Kingsley Napley LLP**

7 November 2024

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