

LEGAL NOTICES

(Published on the website of Kingsley Napley LLP)

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1 Legal information

- 1.1 Kingsley Napley LLP is a limited liability partnership registered in England and Wales under the Limited Liability Partnerships Act 2000 with number OC343278.
- 1.2 The registered office address and principal place of business of Kingsley Napley LLP is Knights Quarter, 14 St John's Lane, London, EC1M 4AJ, United Kingdom.
- 1.3 The members of Kingsley Napley LLP are either solicitors qualified to practise in England and Wales or barristers called to the Bar in England and Wales. A list of members' names and legal qualifications can be viewed on this website, inspected at the registered office or supplied on request.
- 1.4 Because the business of the firm was previously carried on through a general partnership, we continue to refer to the members of Kingsley Napley LLP as partners.

2 Regulatory information

- 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 firm's own complaints handling procedure cannot resolve.
- 2.2 Kingsley Napley LLP is authorised and regulated by the Solicitors Regulation Authority. The SRA Handbook contains the rules of professional conduct which apply to solicitors. The SRA Handbook can be viewed on the website of the Solicitors Regulation Authority (www.sra.org.uk).

3 Financial services

- 3.1 The provision of our legal services may involve regulated activities relating to investments within the meaning of the Financial Services and Markets Act 2000. Kingsley Napley LLP is not authorised by the Financial Conduct Authority, but we are able in certain circumstances to offer a limited range of financial services to clients 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.

- 3.2 Kingsley Napley LLP is included on the register of insurance intermediaries maintained by the Financial Conduct Authority. This allows us to carry on regulated activities relating to 'insurance mediation', which covers advising on, selling and administering insurance contracts. This part of our business is also regulated by the Solicitors Regulation Authority. The register of insurance intermediaries can be viewed on the website of the Financial Conduct Authority (www.fca.gov.uk).

4 Client engagement

- 4.1 No client-lawyer relationship between you and Kingsley Napley LLP 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 after we have completed our standard new client take on procedures. No responsibility is assumed and no liability is accepted for information supplied or services rendered to someone who is not a client of the firm, unless in writing we have expressly agreed otherwise. If you are interested in becoming a client, please contact us so that we can determine whether your matter is one with which we can assist you.
- 4.2 Advice is given and services are supplied to clients on the basis of the firm's terms of business. By instructing the firm clients agree to the firm's terms of business, subject only to any amendments agreed by the firm in the relevant engagement letter.

5 Money laundering

- 5.1 The United Kingdom's anti-money laundering and anti-terrorist financing legislation and related regulations issued by The Law Society and the Solicitors Regulation Authority require us to conduct due diligence on new clients 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 the beneficial owner or effective controller of a company or trust). Sometimes we are able to verify and document the identity of a client through 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, we may ask a client to provide us with up to date evidence of identity. If we are unable to obtain satisfactory evidence of identity, we will not be able to act or continue acting.
- 5.3 We are also required to identify the source of monies paid to or controlled by the firm. We cannot accept funds from any source unless the source has previously been disclosed to us and identified to our satisfaction. If payment is made to us in breach of this provision, the funds may be frozen until their source and provenance has been established.
- 5.4 The legislation which governs money laundering and the financing of terrorism has placed professional advisers, including lawyers, under a legal duty in certain circumstances to disclose information to the National Crime Agency. Where a lawyer knows or suspects that a transaction involves money laundering or the financing of terrorists, he or she may be required to report their knowledge or suspicion to the National Crime Agency. 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 liability for any loss, damage, costs or expenses that you might incur by reason of such disclosure.

6 Bribery and corruption

- 6.1 The firm tries always to conduct its business 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, but not limited to, bribery or corruption.
- 6.2 We operate policies and procedures which comply with the United Kingdom's anti-bribery and anti-corruption laws. They apply to all firm members and to anyone else who is working on behalf of the firm. We expect our suppliers and the other professional advisers we work with to have similar policies and procedures in place.
- 6.3 The firm's anti-bribery and anti-corruption policies 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. The prohibition extends not only to financial rewards, but also to gifts, donations, services and entertainment of an unusual or excessive nature. Dealings with foreign governments and foreign government officials are subject to particular rules.

7 Frauds and scams

- 7.1 Cyber-crime is on the increase, and you should be on the look-out for it to ensure that you do not become a victim of it. The website of the Solicitors Regulation Authority contains a 'Scam Alert' database which provides members of the public with information about known scams in which the identity of a legitimate law firm or a legitimate lawyer has been used by persons unknown for what are assumed to be criminal purposes (www.sra.org.uk).
- 7.2 You should be alive to the possibility that a fraudster might deliberately misrepresent himself or herself as a member of, or as someone acting on behalf of or working with, Kingsley Napley LLP, for criminal purposes. Such scams normally originate by email. Often the email will either promise the recipient a share of a large sum of money in return for paying a modest sum up front (an advance fee type fraud) or request personal or financial information about the recipient or the recipient's bank account allegedly in order that money can be paid to them (an identity theft type fraud). In an attempt to give legitimacy or respectability to the scam, sometimes the email will direct the recipient to a false website that intentionally replicates the look of a legitimate website (a cloned website).
- 7.3 We are aware (and we have informed the Solicitors Regulation Authority) that the website of this firm has on occasions been cloned by persons unknown using web hosting companies located abroad for what we believe are criminal purposes, and also that from time to time scam emails have been in circulation which purport to come from this firm or a firm member or from a bogus firm or bogus lawyer with a name which is similar to but not identical to the name of this firm or a firm member. The scam emails often inform the recipient either that lottery winners wish to donate money to them, they might be a beneficiary of the estate of a deceased person or they might be the beneficiary of a recently discovered life insurance policy. Such emails are invariably fraudulent and should not be replied to or acted upon unless or until their provenance can be established. If you receive an unsolicited and poorly worded email from someone you do not know who is using a free email service and an unusual email address and it contains information or an offer which appears too good to be true, it very likely is not true.

- 7.4 If you receive an email purporting to come from Kingsley Napley LLP or a firm member, or if you are directed to a website which purports to be Kingsley Napley LLP's website, and you have doubts or concerns about the provenance of the email or website, before taking any action please either contact the firm member you normally deal with or email the General Counsel (dsmythe@kingsleynapley.co.uk) and they will tell you whether the email came from us or whether it is our website.

8 Complaints handling procedure

- 8.1 We always try to provide our clients with a quality service in a friendly manner applying the highest standards of professionalism and ethics. Any client who is unhappy with any aspect of the service we have provided is entitled to complain. We aim to investigate complaints fairly and to respond as quickly as circumstances allow.
- 8.2 If at any time you are unhappy with any aspect of the service we have provided to you, or if you wish to discuss an invoice we have delivered to you, please in the first instance contact the responsible partner. If the responsible partner is unable to resolve the matter to your satisfaction, or if you would prefer to speak to someone else about the matter, please contact the practice area leader. If the practice area leader cannot resolve the problem, please contact the firm's Complaints Partner. The name of the supervising partner will appear in the relevant engagement letter, and an inquiry of our switchboard or website will reveal the names of the practice area leader and the Complaints Partner.
- 8.3 If after our own complaints handling procedure has run its course you are still not satisfied with our response to your complaint or with our handling of the complaint, you may ask the Legal Ombudsman to consider the matter. The Ombudsman's role, remit and procedures are described on his website (www.legalombudsman.org.uk). The Ombudsman will only consider complaints made by individuals, micro-enterprises and small trusts, charities or associations. Normally a complaint must be notified to the Ombudsman within six months of the client receiving a final written response from the firm about it, or within six years of the date of the act or omission complained about (or if outside of this period, within three years of when the client should reasonably have been aware of it). The Ombudsman can be contacted by writing to PO Box 6806, Wolverhampton WV1 9WJ, emailing enquiries@legalombudsman.org.uk or telephoning 0300 555 0333.
- 8.4 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. If you wish our charges to be reviewed by the court you must apply to the court within one month of the date the invoice was delivered to you. 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 you make to the Legal Ombudsman or by any application you make to the court for assessment of the invoice.

9 Professional indemnity insurance

Kingsley Napley LLP maintains professional indemnity insurance in excess of that required by the Solicitors Regulation Authority. It covers the firm's professional services in the United Kingdom and worldwide and extends to acts or omissions arising out of our professional services wherever they occur. Details of the firm's

primary layer of compulsory professional indemnity insurance cover, including the name of the insurer, will be supplied to clients on request.

10 Privacy and cookies

When you access this website, your computer's browser provides us with electronic information such as your IP address, browser type and access time. The website collects this information to provide you with a good user experience. We also use this information to help us improve the website and to compile statistical data on the use of the website. Further information about cookies and how we use them is available on this website in the Cookies Policy.

11 Data protection

Kingsley Napley LLP is registered with the United Kingdom's Information Commissioner as a controller of personal data under the Data Protection Act 1998. Any personal data collected 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: for the purpose specified in the relevant part of the website; to enable us to supply you with the information or assistance you have requested; to enable us to provide you with information about us, our services and our events; and for any other purpose for which you give your consent. If at any time you wish to have your name removed from our database, please email the Marketing Director (aburdick@kingsleynapley.co.uk).

12 Electronic communications

12.1 Electronic communication carries with it certain risks. It might not be secure, or it might be intercepted, carry viruses, distort during transmission or arrive late or not at all. 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. Unless in writing we inform you otherwise, email we send to you will not be encrypted. Anyone who communicates with us electronically or who does not expressly prohibit such communication will be assumed to accept the associated risks. We accept no liability for any inadvertent breach of confidence or privilege, or for any loss or damage that occurs, as a result communication by email or fax.

12.2 We operate anti-virus software, which is updated regularly, but we accept no liability for viruses. You must rely on your own anti-virus software. We recommend that you scan all emails and any attachments for viruses before opening them. We also advise you to confirm any advice received by email before acting on it.

12.3 We monitor electronic communications to protect our business, firm members and clients and to ensure that our legal and regulatory obligations and our internal policies and procedures are being complied with.

13 Terms of use of this website

13.1 Information about this website

This website is owned and operated by Kingsley Napley LLP, which is an English law firm authorised and regulated by the Solicitors Regulation Authority.

13.2 Application and amendment

Use of this website does not create a client-lawyer 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 the 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 notice 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 the website is at your risk. All 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 the publications on it is accurate and complete, the information on this website and in those publications is for information only and does not constitute legal or professional advice. All liability for loss or damage arising from reliance on such information is excluded to the extent permitted by law.

13.4 Intellectual property rights

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13.5 Publications

The publications on this website provide general information only. They must not be relied on as legal or professional advice. Publications might not contain exhaustive statements of the law, might not be up to date and the information they contain might not be appropriate for your matter or circumstances. Users located abroad should also be aware that laws and regulations may be different outside England and Wales. Before you act or omit to act, you should take specific legal advice on any particular matter that concerns you. If you require legal advice, please contact us.

13.6 Electronic links

Electronic links to this website are prohibited without the prior written consent 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

All issues relating to this website, the content of this website and the content of any publication appearing on this website are governed by English law. Unless Kingsley Napley LLP 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 employment, 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 'Accessibility' link contains further information about accessibility issues.

13.9 Assistance

If you experience any technical or other issues with this website, please email the Marketing Director (aburdick@kingsleynapley.co.uk).

Kingsley Napley LLP

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