

WEBSITE LEGAL NOTICES

1. Kingsley Napley LLP
2. Regulation of legal services
3. Regulation of financial services
4. Client engagement (and take on procedures)
5. Anti-money laundering obligations
6. Bribery, corruption and tax evasion
7. Warning about fraud and cybercrime
8. Complaints handling procedure
9. Professional indemnity insurance
10. Electronic communications
11. Data protection notice
12. Website privacy notice (including use of cookies)
13. Terms of use of this website

1 Kingsley Napley LLP

- 1.1 Kingsley Napley LLP is a limited liability partnership incorporated in England and Wales under registered number OC343278.
- 1.2 Its registered office address and principal place of business is Knights Quarter, 14 St John's Lane, London, EC1M 4AJ, United Kingdom.
- 1.3 The members of Kingsley Napley LLP (who we call partners) are either solicitors qualified to practise in England and Wales or barristers called to the Bar in England and Wales. A list of partners' names and legal qualifications can be viewed on this website, inspected at the registered office, 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 complaints handling procedure cannot resolve.
- 2.2 Kingsley Napley LLP is authorised and regulated by the Solicitors Regulation Authority under SRA number 500046. The SRA Handbook contains the rules of professional conduct which apply to all solicitors and this firm. The SRA Handbook can be viewed on the website of the Solicitors Regulation Authority (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 the meaning of the Financial Services and Markets Act 2000. Kingsley Napley LLP is not authorised by the Financial Conduct Authority. However, in certain circumstances we are able 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. Paragraph 8 below describes the internal and external complaints handling procedures which apply to any financial service we have provided.

- 3.2 Although Kingsley Napley LLP is not authorised by the Financial Conduct Authority, we are included on the register maintained by the Financial Conduct Authority so that we can carry on insurance distribution activity, which is broadly the advising on, selling and administration of insurance contracts. This part of our business, including arrangements for complaints or redress if something goes wrong, is also regulated by the Solicitors Regulation Authority. The register can be accessed on the website of the Financial Conduct Authority (www.fca.gov.uk).

4 Client engagement (and take on procedures)

- 4.1 No client-lawyer relationship and no contract or agreement between you and us 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 between you and us after we have completed our standard new client take on procedures. Our take on procedures include conflict of interest, finance crime and other checks required by law or regulation. If you are interested in becoming a client of the firm, please contact us so that we can determine whether your matter is one with which we can assist you.
- 4.2 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. Please do not provide us with confidential, sensitive or legally privileged 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 a unsolicited basis and it is or might be relevant to the matter of a current client, we may be required to disclose it to the current client.
- 4.3 Advice is given and services are provided to our clients on the basis of the relevant engagement letter and our terms of business. By instructing the firm clients confirm their agreement to the firm's engagement letter and terms of business.

5 Anti-money laundering obligations

- 5.1 The United Kingdom's anti-money laundering and counter-terrorist financing legislation 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 instruction. They also require us to conduct due diligence on new clients before we enter into a business relationship with them and on-going monitoring on existing clients.
- 5.2 We are required to verify and document the identity and address of every client of the firm. This includes any beneficial owner or effective 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 from publicly available 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 or address. If we are unable to obtain satisfactory evidence of identity or address, we will not be able to act, or continue acting.

- 5.3 We are also required to identify the source of and to consider 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. We will never knowingly facilitate money laundering or the financing of terrorists. 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 to our satisfaction.
- 5.4 The legislation which governs money laundering and the financing of terrorism has 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 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 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 our 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 in order to comply with United Kingdom laws that are designed to combat bribery, corruption and tax evasion. They apply to all firm members and to anyone else who is working for or on behalf of this firm. We expect our own suppliers, and the other professional advisers with whom we work from time to time, to have similar approaches, 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. The 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, and in particular cyber-crime, are on the increase worldwide. In common with many business, including a large number of other law firms, the name of this firm and of individual lawyers who work for us have on occasions been used by criminals without our knowledge or permission in an attempt to carry out scams and frauds on members of the public worldwide. Some common scams are mentioned below.
- 7.2 Always be on the look-out for criminal conduct to ensure that you do not become a victim. If something looks unusual or suspicious (for example, if it is written in poor English, a business is using consumer facing email accounts like Gmail, Hotmail and Yahoo, or contact details in a communication do not accord with the publicly available contact details of that organisation) either ignore it and delete it or destroy it, or proceed with caution and investigate it thoroughly before acting on it.
- 7.3 Always verify the identity and assess the possible motives of anyone who contacts you on an unsolicited basis. Remember also 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, a police officer, or a lawyer (including us). If something sounds too good to be true (a surprise windfall, for example), usually it is not true. Do not hand over money, or disclose personal or financial information, unless you know who you are dealing with and their true intentions.

- 7.4 Fraudsters often use email to perpetrate their scams, so treat unsolicited emails 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 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 paying a modest sum, an 'administration fee', up front (an 'advance fee' type fraud), or it will request personal or financial 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 (an 'identity theft' type fraud).
- 7.5 Without their knowledge or permission, fraudsters sometimes mention in their communications the involvement of a legitimate law firm or a legitimate 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 legitimate business or law firm. Such copies (clones) are created without the knowledge or permission of the legitimate business and in an attempt to give legitimacy or respectability to the 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.
- 7.6 We are aware that on occasions, the name of this firm, and of lawyers who work for us, and clones of our 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 (address, telephone number, fax number, email address and/or website address) it will not have come from us or have been sent by us, on our behalf or with our knowledge or permission. Similarly, our website, and the email addresses which 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, 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. Often they will do this by 'hacking' an individual's email account (in particular consumer facing emails accounts like Gmail, Hotmail and Yahoo) and then changing the bank account details which appear in an otherwise legitimate email. 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 and 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 fraudsters have compromised your email account and are monitoring the emails 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 of Kingsley Napley LLP, or if you are directed to a website or social media account

which purports to belong to this firm, and you have suspicions about it, before taking any action please either contact the firm member you normally deal with or email enquiries@kingsleynapley.co.uk. We will then tell you whether the communication came from us or whether it is our website or our social media account. Never take risks: if you have even the slightest concern, report it to us before acting on it.

- 7.9 Our regulator, the Solicitors Regulation Authority, maintains a 'Scam Alert' database which provides members of the public with information about known scams in which the identity of a legitimate English law firm or a legitimate 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). Frauds and scams can be reported to the police using the Action Fraud website (www.actionfraud.police.uk).

8 Complaints handling procedure

- 8.1 Our aim is always to provide our clients with a quality service in a friendly manner applying the highest standards of professionalism and ethics. A client who is unhappy with any aspect of the service we have provided is entitled to complain. We aim to investigate complaints fairly and respond to them as quickly as circumstances allow.
- 8.2 If at any time a client is unhappy with any aspect of the service we have provided, or if they wish to discuss an invoice we have delivered, they should contact the responsible partner in the first instance. If the responsible partner is unable to resolve the matter to their satisfaction, or if they would prefer to speak to someone else about the matter, they should contact the relevant practice area leader. If the practice area leader cannot resolve the matter to their satisfaction, they should contact the firm's Complaints Partner. The name of the responsible partner will appear in the relevant engagement letter, and an inquiry of our switchboard or website will provide the names of the relevant practice area leader and of the Complaints Partner.
- 8.3 If after our own complaints handling procedure has run its course a client is still not satisfied with our response to their complaint or with our handling of the complaint, they can ask the Legal Ombudsman to consider the matter. Its remit and procedures are described on its website (www.legalombudsman.org.uk). It will only consider complaints submitted by individuals, micro-enterprises and small trusts, charities or associations. Normally a complaint must be notified to it 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 Legal Ombudsman can be contacted in writing (PO Box 6806, Wolverhampton WV1 9WJ), by email (enquiries@legalombudsman.org.uk), or by telephone (0300 555 0333).
- 8.4 If a complaint relates to an invoice we have delivered, the client may also be entitled to apply to the court for an assessment of the invoice under Part III of the Solicitors Act 1974. If a client wishes our charges to be reviewed by the court they 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.

9 Professional indemnity insurance

- 9.1 Kingsley Napley LLP maintains 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 professional services which the firm provides in the United Kingdom and worldwide, and it extends to acts or omissions arising out of such 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 clients on request.

10 Electronic communications

- 10.1 Electronic communication carries with it certain risks: it 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 the associated risks. By using email or fax to communicate with us you consent to us communicating with you 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, that 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 use anti-virus systems and 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 emails and any attachments for viruses before opening them. We also recommend that you confirm any 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 our legal and regulatory obligations and our internal policies and procedures are being complied with.

11 Data protection notice

- 11.1 Kingsley Napley LLP is registered with the United Kingdom's Information Commissioner under the Data Protection Act 2018 as a controller of personal data. The firm's ICO registration number is Z5563277.
- 11.2 Any personal information 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 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 Website privacy notice (including use of cookies)

- 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).
- 12.2 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.
- 12.3 Further information about 'cookies' and how we use them is available on this website in our 'Cookies Policy', which can be accessed by clicking on the link of that name.

13 Terms of use of this website

- 13.1 Website information: this website is owned and operated by Kingsley Napley LLP, which is an English law firm that is authorised and regulated by the Solicitors Regulation Authority.
- 13.2 Application and amendment of these website terms of use: 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 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 deployed 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 that attach to) the content of this website or the publications 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 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 deployed 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, storage or use of such content is prohibited without Kingsley Napley LLP's prior written consent.
- 13.5 Publications: publications deployed 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: all issues and disputes relating to this website, its content or the content of any publication deployed 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 contains further information about accessibility issues.
- 13.9 Assistance: if you experience any technical problems or other issues with this website, please email the Marketing Director (aburdick@kingsleynapley.co.uk).

Kingsley Napley LLP

10 October 2018

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