
REGULATORY LEGAL NOTICES

1. REGULATORY REGIME AND REQUIREMENTS

These legal notices detail the mandatory information we must give you and important information about how LXL LLP and any partner, officer, employee of, or any consultant or other adviser to, LXL LLP (such as English qualified solicitors, trainee solicitors, paralegals, lawyers qualified in other jurisdictions, and support staff) ("**staff**") provides services to our clients worldwide from our offices in the UK.

2. ABOUT US

LXL LLP ("**LXL LLP**", "**we**", "**us**", "**our**" and "**ours**") is a limited liability partnership registered in England and Wales with registered number (OC347982) and VAT number GB 877 5913 58 whose registered address is at 1 Blake Mews, Kew Gardens, Richmond upon Thames, Kew Gardens, Surrey, TW9 3GA.

LXL is authorised and regulated in England and Wales by the Solicitors Regulation Authority ("**SRA**") which is the independent regulatory body of The Law Society of England and Wales. A small number of our lawyers are regulated by other professional legal bodies and in the case of lawyers admitted in jurisdictions outside England and Wales, the relevant regulatory body in the jurisdiction in which they are admitted to practice.

3. DATA PROTECTION

Please refer to our **Privacy Notice** for information about what we do with personal data relating to you.

If you have any questions in this regard, or if you wish to exercise any of your rights as a data subject, please contact us at info@lawxl.com. Alternatively, you can write to our data protection officer LXL, 1b Blake, Mews, Kew Gardens, Richmond upon Thames.

Where, as part of any matter for you, we process personal data about any third party (including your employees, your customers and any other third parties involved in your matter), you agree that you shall be responsible for ensuring that each data subject to whom such personal data relates:

- (a) receives a notice requesting information to be provided by such data subject especially where personal data has been collected from or stored in respect of such data subject, where required in order for us to act for you on the relevant matter; and
- (b) has provided their consent to our processing of their personal data, where such consent is necessary in order for us to lawfully process their personal data as part of acting for you.

4. INFORMATION SHARING AND USE OF YOUR INFORMATION

You agree that any information we obtain as a result of acting for you (which may include your confidential information and personal data) may be shared across LXL to assist us in providing the services requested by you and/or to comply with the Law. Sharing your Information in accordance with this provision may involve the transfer of, or access to, such information worldwide.

All members of LXL may use this information, or disclose it to third parties, for our general business purposes, including (but not limited to) one or more of the following;

- (a) for the provision of our services to you;
- (b) for disclosure to other third-party advisers working for you on the same matter;
- (c) for fraud prevention, anti-money laundering purposes, anti-bribery purposes and/or generally for the prevention or detection of crime;
- (d) to ensure the safety and security of our people and premises (where we also use CCTV);
- (e) for disclosures to our auditors, our own legal and other professional advisors, our insurers and insurance brokers;
- (f) to administer your account with us, including providing e-billing services at your request and tracing and collecting any debts;
- (g) to conduct specific tests on our existing or new systems, networks, applications or software;
- (h) provided that you do not object to us so doing, for advertising, marketing and public relations, including sending you direct marketing communications;
- (i) to manage our business performance, to assess client satisfaction (such as by asking you to participate in surveys) and generally to help improve our services;
- (j) as otherwise required by law; or
- (k) where you have given written consent to such use or disclosure.

5. MARKETING, SEMINARS AND TRAINING MATERIALS

We may use the contact details that you provide to us - including names, telephone numbers, addresses and email addresses - for sending out marketing communications including invitations to events, such as seminars or conferences, or briefings or similar publications which we think might be of interest to you.

If you do not wish to receive such communications, please let us know in writing, addressed to the Business Development team at any of our offices or by sending an email to info@lawxl.com.

6. COOKIES

Our website uses two cookies. A cookie is a small file of letters and numbers that we put on your computer if you agree. These cookies allow us to distinguish you from other users of our website, which helps us to provide you with a good experience when you browse our website and also allows us to improve our site. Please read the [Cookie Policy](#) to learn more about the individual cookies we use and how to recognise them.

7. ANTI-MONEY LAUNDERING

In order to comply with the Law, LXL are obliged to undertake detailed client due diligence and ongoing monitoring for both new and existing clients. Before accepting instructions, we must verify the identity of all prospective clients and re-verify all checks periodically thereafter. Due diligence will also be carried out on all connected parties, such as the beneficial owners of a client as part of the verification process.

We may terminate the provision of any services to a client, or be instructed to do so by the relevant authorities, if such client fails to provide evidence of identity or if we suspect that the client or any other party connected with such client or with the matter is involved in any activities proscribed by relevant Law.

8. COMMUNICATION AND INFORMATION SECURITY

We will communicate with you and, as appropriate, third parties using any normal means such as letters, fax, e-mail, text, instant messaging, telephone, voicemail and video conferencing or using CD-ROMs, DVDs or USB devices. If there is any mode of communication which you do not wish us to use, please notify the partner responsible for the matter in writing.

If you regard any communications from or to us as particularly confidential, or require particular security arrangements with regard to a matter or have alternative communication requirements, please notify the partner responsible for the matter in writing.

Our anti-virus and anti-spam filters and other security arrangements may reject or filter legitimate emails. Please ensure that any important email you send is followed up by a telephone call if it has not otherwise been acknowledged.

LXL cannot guarantee the availability or security of its electronic information, storage and communications systems.

9. THE SERVICES WE PROVIDE

Our services are provided to and for the benefit of our client only. No other person may use or rely upon the services undertaken for you nor derive any rights or benefits from such services unless expressly agreed otherwise.

If there is any change in the Law after the date on which any services are provided, we have no responsibility to notify you of the change or the consequences of such change, unless expressly agreed otherwise.

We alone are responsible for the provision of the services. No member of staff assumes any personal responsibility to you and accordingly, no member of staff shall owe you any personal duty of care. Therefore, when instructing us, you agree that (a) you will not bring any claim whether, in contract, tort, under statute or otherwise against any member of staff or any other member of LXL, LXL and (b) members of staff shall be entitled to rely upon this provision.

10. APPLYING AGREED LIABILITY LIMITS

Any amount agreed with you in writing as a limit on our liability, shall be applied (a) to each matter upon which we act for you; (b) to Losses arising in any circumstances whatsoever, whether in contract, tort, under statute or otherwise, and howsoever caused (including our negligence or non-performance); and (c) as an aggregate cap on the liability of LXL.

Where we have agreed on a monetary cap on our liability, the amount of such cap shall be the greater of (a) such amount agreed with you in writing, and (b) the minimum amount permitted under applicable Law.

11. PROFESSIONAL INDEMNITY INSURANCE

LXL maintains professional indemnity insurance which:

- (a) covers our practice worldwide;
- (b) extends to acts and omissions of LXL Individuals wherever in the world they may occur; and
- (c) meets the minimum insurance requirements of all professional regulations to which our practice is subject.

Our current insurers are Liberty Mutual Insurance Europe Limited, whose address is 10th Floor, 20 Fenchurch Street, London, EC3M 3AW, United Kingdom.

12. COMPLAINTS HANDLING

You and any third party have a right to complain.

Our Complaints Procedure can be opened and printed in pdf format by clicking the relevant link below.

[Clients Complaints Procedure](#)

[Third Party Complaints Procedure](#)

13. SOLICITORS' COMPENSATION FUND

[The Solicitors' Compensation Fund Rules 2011](#) provide for the Law Society of England and Wales to establish and maintain a fund for compensation claims. Grants are made from the fund at the discretion of the SRA.

14. THIRD PARTY RIGHTS

Where under any circumstance a third party derives any benefit from the contract between us and you, the provisions of the Contracts (Rights of Third Parties) Act 1999 are excluded save where expressly stated otherwise.

15. CONTENTIOUS WORK - COSTS RISK WARNING

In litigation, the Court may decide to order one party to pay the costs of another party. The Court usually orders the unsuccessful party to pay all or part of the successful party's costs although there is no certainty about this. You should be aware that, in a case heard in a court in England and Wales:

- (a) If you make an interim application to Court which does not succeed you may have to pay the other side's costs, usually within two weeks;
- (b) If you lose the case you may have to pay the other side's costs, and it is not usually possible for you to withdraw from the case without dealing with the issue of those costs;
- (c) Costs awarded have to be proportionate to the value of the dispute and, in the ordinary course, recovered costs rarely exceed 60-70% of actual expenditure; and
- (d) You will still be liable to pay our invoices in full even if the other party fails to pay the costs awarded to you by the Court.

Issues which the Court may take into account in assessing the costs payable or recoverable include:

- (a) efforts made before and during the proceedings to try to resolve the dispute, including the appropriate use of mediation and other alternative dispute resolution procedures;
- (b) the effects of payments into court and offers of settlement;
- (c) the complexity and size of the matter and the difficulty or novelty of the questions raised;
- (d) the skill, effort, specialised knowledge and responsibility involved;
- (e) the time spent; and
- (f) the place and circumstances in which the work was done.

If the other side is or becomes legally aided it is highly unlikely that you will recover your costs even if you are successful.

We will discuss with you whether the likely outcome will justify the expense/risk.

16. CONTENTIOUS WORK – PAYING FOR YOUR CASE

Legal expenses insurance may be included in your contracts of insurance, and you should check your policies to see if you are covered. Your policy may cover your costs and/or your liability to pay the other side's costs. If you believe you are covered, please discuss this with us so that we can assist you in notifying your insurer. If you do not have legal expenses insurance, you may be able to purchase insurance to cover you if you have to pay the other side's costs. For further information, please consult with an insurance provider.

17. FINANCIAL SERVICES AND MARKETS ACT 2000 ("FSMA")

The firm is not authorised under FSMA, but we are able in certain circumstances to offer a limited range of investment services to clients because we are regulated by the SRA. We can provide these investment services if they are an incidental part of the professional services we have been engaged to provide. We can also provide services in relation to investments which may reasonably be regarded as a necessary part of our professional services or which we are otherwise permitted to provide in conformity with FSMA.

As we are not authorised under FSMA, we are only permitted to communicate invitations or inducements to engage in investment activities where these have been approved by an authorised person or are exempt from the requirement for such approval. We are retained only to provide legal advice to our clients, and nothing that we say or do is, or should be construed as, investment advice to anybody on the investment merits of acquiring or disposing of particular investments or as an invitation or inducement to anybody to engage in investment activities.

18. CONSUMER CONTRACTS (INFORMATION, CANCELLATION AND ADDITIONAL CHARGES) REGULATIONS 2013

Where we are instructed by you in your capacity as a "Consumer" (being an individual acting for purposes which are wholly or mainly outside that individual's trade, business, craft or profession) the information provided in the engagement documentation, including the Engagement Letter, matter specification and these legal notices, satisfies the requirements of the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013.

If you are such a client, and the contract between you and us has not been entered into on LXL premises, then you should have also been notified of your rights, under the above regulations, to cancel your contract with us within fourteen working days of your receipt of the engagement letter, without financial consequences. A cancellation form is available for you to complete and return should you wish to exercise this option.

Under the above regulations, we cannot provide any element of the services prior to the expiry of the fourteen-day cancellation period. If you wish for us to start work as soon as possible, you must sign and send us a written authority or e-mail us with your express authority to commence work for you. In doing so, you will not lose your right to cancel, however, should you then exercise that right, you will be liable to pay us for any work we have already undertaken for you.

Under our terms and conditions, you have the right to instruct us to stop work at any time outside of the fourteen days, however. If you exercise that right, you will then have to pay us for the work we have done.

LXL LLP – 6 April 2019