

# THE INTERNATIONAL FAMILY OFFICE

Strictly Private & Confidential

# STONEHAGE FLEMING LAW LEGAL STATEMENTS

**NOVEMBER 2015** 

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#### 1 **GENERAL**

Stonehage Fleming Law Limited ("SFL") is a private limited company registered in England & Wales with company number 06859983. Its registered office and principal place of business is at 15 Suffolk Street, London SW1Y 4HG. SFL is authorised and regulated by the Solicitors Regulation Authority ("SRA") with firm SRA ID number 520972. SFL's VAT number is 982183008.

A link to our firm entry on the SRA website is below:

### www.sra.org.uk/solicitors/firm-based-authorisation/abs-register/520972.page

The SRA's rules can be found in its Code of Conduct which is available via the following link: www.sra.org.uk/handbook

Those practising in the United Kingdom but admitted as members of a profession elsewhere may also be subject to regulation in their place of admission. For further details please contact the relevant lawyer.

The Law Society of England and Wales is the designated professional body for the purposes of the Financial Services and Market Act 2000 (see below) but responsibility for regulation and complaints handling has been separated from the Law Society's representative function. The SRA is the independent regulatory body and the Legal Ombudsman is the independent complaints handling body.

#### 2 PROFESSIONAL INDEMNITY INSURANCE

SFL has professional indemnity insurance cover which is in excess of the local compulsory requirement. Further details on SFL's insurance cover can be obtained from Nigel Beadsworth.

#### 3 **COMPLAINTS PROCEDURE**

SFL is committed to providing its clients with legal advice of the highest quality. Any client who is unhappy about the advice and assistance that it receives from SFL, including any concerns about an invoice, is entitled to complain. A copy of SFL's complaints procedure can be obtained from the Chairman of SFL Len Durham on len.durham@stonehagefleming.com any client who is not satisfied with SFL's handling of complaints may be entitled to ask the Legal Ombudsman of England and Wales to consider the complaint. A complaint to the Legal Ombudsman must normally be made within six months of the date of the conclusion of the Firm's complaints procedure. Details on how to contact the Legal Ombudsman and further information on the procedures involved can be found at www.legalombudsman.org.uk

A client may also be entitled to apply for an assessment of a bill sent by SFL under Part III of the Solicitors Act 1974. Please note that the Legal Ombudsman may not consider a complaint about a bill if a client has applied to the court for assessment of that bill. In addition, complaints and redress mechanisms are provided by the Solicitors Regulation Authority (SRA). See www.sra.org.uk for more details.

#### 4 TERMS OF USE OF SFL WEBSITE

Use of <a href="www.stonehagefleminglaw.com">www.stonehagefleminglaw.com</a> ("our site") includes accessing or browsing. Please read these terms of use carefully before you start to use our site, as these will apply to your use of our site. We recommend that you print a copy of this for future reference.

By using our site, you confirm that you accept these terms of use and that you agree to comply with them.

If you do not agree to these terms of use, you must not use our site.

Our site is not directed at any person in any jurisdiction where (by reason of that person's nationality, residence or otherwise) the publication or availability of our site is prohibited. Persons in respect of whom such prohibitions apply must not access our site.

Your use of our site will be governed by and construed in accordance with the laws of England and wales and any disputes will be decided only by the courts of England and Wales.

## 4.1 Changes to Terms of Use and to our site

We may revise these terms of use at any time by amending this page. Please check this page from time to time to take note of any changes we made, as they are binding on you.

We may update our site from time to time, and may change the content at any time. However, please note that any of the content on our site may be out of date at any given time, and we are under no obligation to update it.

We do not guarantee that our site, or any content on it, will be free from errors or omissions.

### 4.2 Accessing our site

Our site is made available free of charge.

We do not guarantee that our site, or any content on it, will always be available or be uninterrupted. Access to our site is permitted on a temporary basis. We may suspend, withdraw, discontinue or change all or any part of our site without notice. We will not be liable to you if for any reason our site is unavailable at any time or for any period.

You are responsible for making all arrangements necessary for you to have access to our site.

You are also responsible for ensuring that all persons who access our site through your internet connection are aware of these terms of use and other applicable terms and conditions, and that they comply with them.

#### 4.3 Disclaimer

The content on our site is provided for general information purposes only and are not intended to constitute legal, tax or other professional advice and should not be relied upon or treated as a substitute for specific advice relevant to particular circumstances. SFL does not accept any



liability for any loss which may arise from reliance on information or materials published on our site. You should contact directly a director of SFL if you wish to find out more about the information in the materials published.

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The directors of SFL and its shareholders, agents, consultants and/or employee's will not be liable to any user for any loss or damages, whether direct, indirect, special, incidental, consequential or punitive, in contract, tort (including negligence), breach of statutory duty, or otherwise, even if foreseeable, arising under or in connection with:

4.3.1	use of, or inability to use, our site; or
4.3.2	use of or reliance on any content displayed on our site.
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4.3.3.1	loss of profits, sales, business, or revenue;
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4.3.3.4	loss of business opportunity, goodwill or reputation; or
4.3.3.5	any indirect or consequential loss or damage.

If you are a consumer user, please note that we only provide our site for domestic and private use. You agree not to use our site for any commercial or business purposes, and we have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

We will not be liable for any loss or damage caused by a virus, distributed denial-of-service attack, or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of our site or to your downloading of any content on it, or on any website linked to it.



#### 4.4 Viruses

SFL does not guarantee that our site will be secure or free from bugs or viruses.

You are responsible for configuring your information technology, computer programmes and platform in order to access our site. You should use your own virus protection software.

You must not misuse our site by knowingly introducing viruses, trojans, worms, logic bombs or other material which is malicious or technologically harmful. You must not attempt to gain unauthorised access to our site, the server on which our site is stored or any server, computer or database connected to our site. You must not attack our site via a denial-of-service attack or a distributed denial-of service attack. By breaching this provision, you would be committing a criminal offence under the Computer Misuse Act 1990. SFL will report any such breach to the relevant law enforcement authorities and we will co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use our site will cease immediately.

## 4.5 Linking to our site

You may link to our home page, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it.

You must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists.

You must not establish a link to our site in any website that is not owned by you.

Our site must not be framed on any other site, nor may you create a link to any part of our site other than the home page.

SFL reserves the right to withdraw linking permission without notice.

If you wish to make any use of content on our site other than that set out above, please contact enquiries@stonehagefleming.com

#### 5 INTELLECTUAL PROPERTY RIGHTS & TRADEMARKS

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#### 6 TERMS OF ENGAGEMENT

No information contained on this site will form any part of any agreement for the provision of legal services or constitutes a binding term of such a contract. All work carried out for clients is subject to our standard terms of engagement. Download a copy of our Terms of Engagement here (in PDF format).

#### 7 ACCESSIBILITY

SFL is constantly working to make our site as accessible and usable as possible. Our site doesn't have a separate accessibility statement. This is because we've tried to design our site to be as accessible and usable as possible for every user.

You should contact us on <a href="mailto:enquiries@stonehagefleminglaw.com">enquiries@stonehagefleminglaw.com</a> if you have trouble using our site - this will help us to make improvements.

