

# Working with Nabarro

A guide for clients





# Welcome to Nabarro LLP

Please glance through these pages to see how Nabarro works with clients. Even if you have known us for years, we hope you will find it useful to have this information about us in one place.

Here we describe our approach to forming and building relationships. This includes a guide for new clients on our client identification procedures. These are necessary to meet stringent new rules. We also explain how we decide which lawyers will be assigned to your work, how we ensure quality and how you can contact relevant people at every level of our organisation.

At the end of this document, in Appendix 1, are our Terms of Business. Many of these are prescribed by law and we make them part of our client retainers. Where this guide deals with subjects that are also covered in our business terms, we have indicated which of the clauses in the current terms apply. The terms are subject to change from time to time.

Thanks to the support of our clients, Nabarro continues to be a dynamic and growing law firm. We are committed to providing the benefits that we have always offered our clients: service of the highest quality, that is easy and effective for you to use, in even the most complex situations.

For news on developments at Nabarro, as well as legal updates and access to specialist briefings, please visit our website, at [www.nabarro.com](http://www.nabarro.com). For any other information you may need, please do not hesitate to contact me.

**Simon Johnston**

Senior Partner

Nabarro LLP

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[www.nabarro.com](http://www.nabarro.com)



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# Your relationships at Nabarro LLP

## **THE FIRM AND ITS LAWYERS**

Nabarro is one of the UK's largest solicitors' practices, with UK offices in London and Sheffield and an office in Brussels dealing with EU law. The firm is a leader in many areas of commercial law, with an unusual breadth of expertise. Our principal practice areas are listed on the inside of the back cover.

From 1 March 2008 the firm has been organised as a limited liability partnership (or LLP), incorporated under English law. We still call our most senior lawyers "partners" because, like other English law firms, we previously operated as a general partnership. But the term no longer has any formal significance. (Clause 1 of our Terms of Business covers the position in detail.)

The firm's partners – making up around a quarter of our total lawyer numbers – work in teams with other qualified lawyers (called "associates"). In some practice areas we also use specialist managers to handle administrative elements of our work.

We are regulated by the Solicitors Regulation Authority, the governing body for solicitors in England and Wales.

## **TEAM STRUCTURES**

When selecting Nabarro lawyers to handle your work, we aim to give you the optimum mix of skills, knowledge and acumen to suit your business and your working practices. We also try hard to get the "chemistry" right and are always open to discussing the composition of the teams that do your work.

All work is supervised by partners, but our open culture dictates that your day-to-day communications will often also be with associates or (where relevant) managers. You will be given direct contact details for all professional staff engaged on your work.

A brief introduction to each of our partners is posted on our website. We are happy to provide more detailed information about our partners' and associates' experience and expertise.

**CLIENT PARTNER**

As well as the partner conducting and supervising the work in hand, every Nabarro client has an allocated client partner. This individual aims to ensure your satisfaction with all the services that the firm provides. Your client partner will usually be someone with whom your organisation has a particular connection.

As our relationship grows, and your requirements expand into new areas, your client partner will be able to recommend and introduce additional Nabarro people who can help you.

**SENIOR PARTNER**

The firm is led by its senior partner, Simon Johnston. At Nabarro, one of the senior partner's main roles is to ensure client satisfaction. Simon is always available to discuss matters that clients wish to raise with him on any aspect of our services.

# Becoming a client

## **ENGAGEMENT LETTERS**

When you first become a Nabarro client we will send you an engagement letter. This may either be a general retainer letter or a letter covering one or more specific instructions. It will incorporate our Terms of Business, modified if necessary to reflect detailed arrangements we have agreed with you.

## **NEW CLIENT IDENTIFICATION**

Our clients' businesses are typically fast-moving. Nabarro moves with alacrity to protect clients' interests, provide prompt solutions and help them capitalise quickly on business opportunities. However we operate in a highly regulated environment and one thing we must ensure before acting is that we have properly verified our clients' identities. The rules have recently changed and are now set out in the Money Laundering Regulations 2007.

To resolve the tension that can arise – particularly when taking on new clients – between satisfying the identification requirement and still moving quickly to protect our clients' interests, we have developed a set of internal procedures to smooth the path. But we usually have to start by asking our prospective client for information.

If you are a prospective client, you can help us get moving quickly by preparing the necessary paperwork in advance. The information that we need from you depends upon the type of client you are and the type of work you want us to do. In Appendix 2 we have listed the minimum information which we will require, in most cases, before we can begin working. On occasion, we may have to ask for more. If you do not fall into one of the categories covered in Appendix 2, please let us know and we will tell you what we will need.

Existing clients will not normally have to provide any new identification when instructing us, but there may be cases – e.g. where you are instructing us on an unusual type of transaction – where we will need to ask you for more information. Please bear with us in this. As you would expect, we take our own compliance obligations very seriously but we are committed to minimising the impact this has on you.

Clause 6 of our Terms of Business contains provisions on client identification.

# Communications

We will communicate with you in the most effective way. Nabarro lawyers are encouraged to make themselves as accessible as they can, and to use whatever communications are best suited to the situation.

## **TELEPHONE**

You will be given direct-dial telephone numbers for all lawyers working for you and mobile numbers for all partners.

## **E-MAIL COMMUNICATIONS**

In common with other law firms, we regard e-mail as a standard business tool and will use it unless specifically instructed not to do so. We will take precautions in accordance with standard commercial practice to ensure that our emails are virus free, although this cannot be guaranteed. We may not allow certain types of documents into our environment, although we would seek to resolve any difficulties that might arise.

## **BLACKBERRY® WIRELESS DEVICES**

All Nabarro partners and most of our associates are equipped with Blackberry® wireless devices and will use them effectively as appropriate to manage transactions out of hours or when travelling.

## **YOUR PREFERENCES**

We will rely on you to notify us in writing if you have any preferred method of communication or if communication is only to be made through one or more designated individuals.

## **MONITORING**

E-mail and telephone communications may be monitored in accordance with applicable law and regulations.

Clause 6 of our Terms of Business contains provisions on communications between us.

# How we work in England and Wales – and internationally

## **NABARRO ADVICE**

We work from offices in London, Sheffield and Brussels. We advise on the laws of England & Wales and on European Community law as it applies to the laws of England & Wales.

Clause 2 of our Terms of Business covers the scope of our advice.

## **CROSS-BORDER WORK**

We often work with law firms in other jurisdictions. Our approach to international work is to ensure that our clients' interests come first. We refer work to foreign firms based on our view of their competencies. Equally, we are also free to work with any existing overseas advisers you may have, or where there is a specialist requirement. We invest considerable time and resources in developing working relationships with foreign law firms in order to benefit our clients.

In France, Germany and Italy, we have a strategic alliance with August & Debouzy ([www.august-debouzy.com](http://www.august-debouzy.com)), GSK Stockmann + Kollegen ([www.gsk.de](http://www.gsk.de)), and Nunziante Magrone ([www.nunziantemagrone.it](http://www.nunziantemagrone.it)) respectively. They are leading independent firms in their jurisdictions with practices that are comparable to our own in many respects.

Together, the alliance firms are committed to providing excellent advice on international projects for our clients. We aim to provide strong project management and consistent standards of advice and service across the alliance. We have practice groups that develop best practice initiatives and standardised documents in their areas and regular secondments between the firms. Our partners, associates and key staff meet on a regular basis. We do not share fees. Our incentive in working together is to give our clients the best quality advice at local rates.

Elsewhere, we believe that the best way of providing our clients with the quality of advice and service that they require is by working with a select number of law firms who are experts within their own jurisdictions in the areas of law that we require. We monitor a number of legal markets closely and can respond to changes in the relative strengths of different overseas firms.

**NABARRO'S ROLE IN CROSS-BORDER SERVICE DELIVERY**

Our approach of working with selected independent firms on international cases allows our clients to benefit from those firms' deeper understanding of the culture, values and work-style of their particular countries. We offer the benefit of close and long-standing relationships with many leading firms throughout the world, but with the flexibility to operate in a different way to meet the particular requirements of a given cross-border transaction. Our choice of local firm will reflect your needs.

Nabarro has great experience handling cross-border work. Our role, whatever model we employ for the transaction in hand, is to provide you with seamless delivery of services across jurisdictions managed by a single point of contact at Nabarro.

## How we charge for our services

### **FEES**

Cost control is vital to all our clients and we believe flexibility is important when charging for our services.

UK solicitors' fees reflect the complexity of the work, its value, urgency and the time spent on it, amongst other things. We take all these into account and can offer an increasing number of options when agreeing fees. We can discuss this with you on individual deals, projects, advisory work or disputes, and at different stages in the development of a transaction.

Added to that, whether our fees are fixed in advance or calculated by time, stages, or based on contingencies, we always aim to keep you up-to-date. Our bills are transparent and built around the information most useful to you. We are always happy to talk them through in advance.

### **EXPENSES**

As well as our fees, we will ask you to reimburse us for any expenses we incur in carrying out your work. For example, these might include the fees of a barrister, court fees, search fees, filing and registration fees, stamp duty, courier fees, travel and hotel expenses, document production and secretarial overtime. On occasion we may either ask you to provide money on account before expenses are incurred, or ask you to pay them as soon as they arise.

Our standard rates for internal expenses are available on request. All expenses will be controlled and kept to a minimum.

### **BILLS**

We will usually send you bills for work in-hand on a periodic basis. Our bills are payable in full upon receipt, but we are always happy to answer your questions. This is in addition to certain statutory rights that you have concerning solicitors' bills, which we draw to your attention when we send the bills out.

### **OTHER PROFESSIONALS**

After consultation with you, we may engage other advisers to complete your work – these can include barristers, overseas lawyers, expert witnesses, accountants, environmental consultants and surveyors. We aim to make this process as simple as possible for you. However, any advice given by them is their responsibility (even if incorporated or reflected in documents prepared by us) and you will be responsible for payment of their fees and expenses. Where we instruct them, we do so as your agent.

Clauses 3 and 4 of our Terms of Business contain detailed provisions about our fees and our bills.

### **PROJECT MANAGEMENT**

We take the project management of your work very seriously and this is especially important for large or highly complex transactions. Effective project management by our team, in conjunction with yours, will increase speed, certainty and cost control.

We have single point accountability for the relationship at client partner level. Following this we will usually allocate one lawyer to project manage each separate matter or series of matters, so that the responsibility for day-to-day work is clear. This lawyer will co-ordinate the other disciplines required.

The areas we will plan, agree and monitor will include:

- commercial objectives and desired outcomes;
- project/transaction plans and scope;
- people, resources and responsibilities;
- desired time lines for each stage of work;
- communication and reporting protocols; and
- progress review including costs.

For some types of work we will monitor matter progress via electronic reports and KPIs and we will use the feedback in our joint progress meetings.

## Quality assurance

We recognise that consistent delivery of a high quality service is a pre-requisite for our clients. Our approach to quality assurance is to integrate the relevant safeguards into our day-to-day business operations.

### **QUALITY ASSURANCE MEASURES**

The measures we have put in place to assure quality include:

- establishing the role of Professional Practice Partner and assigning this to one of our most experienced partners on a full-time basis;
- establishing a set of “Golden Rules” focusing on quality control applicable to all lawyers across the firm, with many practice areas having developed their own more detailed guidelines to reflect the particular requirements of their practice;
- issuing written guidelines to promote excellence in the front-line support services that secretaries provide; and
- operating a rigorous file review system, which enables us regularly to monitor compliance with the firm’s quality standards (as well as our professional and regulatory compliance obligations). This involves random periodic scrutiny of the files of all our lawyers.

### **COMMENTS AND FEEDBACK**

To reflect its commitment to quality, the firm actively encourages clients to comment on the way we deliver our services. We are always open to suggestions about ways we could improve our services and find it particularly useful to run periodic review meetings and transaction debriefings.

### **QUERIES OR COMPLAINTS**

Should you ever have a query or complaint about our services, we encourage you to contact the responsible partner as quickly as possible. Alternatively, you should always feel free to contact your client partner or the firm’s senior partner, who will always be happy to discuss any matters you may wish to raise. We also have a formal complaints procedure, a copy of which is available on request.

If for any reason we are unable to resolve a problem between us, the Legal Complaints Service (which is part of the Law Society but operates independently of it) provides a complaints and redress scheme.

Clause 13 of our Terms of Business contains provisions relating to complaints.

# Confidentiality and privilege

## **CONFIDENTIALITY**

As solicitors we are subject to a strict duty of confidentiality regarding our clients' affairs.

All our lawyers are made aware of the importance of maintaining client confidentiality at all times and training is provided.

Where the rules on client confidentiality specifically require the use of formal information barriers, we have detailed procedures that govern the creation and maintenance of those barriers. This process is managed and monitored by our Professional Practice Partner.

Our electronic document and e-mail management system is designed to permit restrictions on access to certain client matters and appropriate security restrictions are applied where required (including where the firm is dealing with price sensitive matters).

Clause 5 of our Terms of Business contains provisions on confidentiality. We draw to your attention that this includes an obligation of confidentiality upon you.

## **LEGAL PROFESSIONAL PRIVILEGE**

Communications between you and Nabarro may be protected from disclosure to third parties by legal professional privilege. However, you should be aware that if you disclose any such communication to a third party (even if this would not breach your confidentiality obligations to us) legal professional privilege may be lost in that communication. We urge you to seek our advice prior to making any such disclosure.

Clause 5 of our Terms of Business contains provisions on legal professional privilege. If you would like further guidance on this important but complex subject, please contact us.

# Data protection

## **PURPOSES**

We will process the personal data that you provide for the following purposes:

- carrying out work on your instructions;
- providing appropriate instructions or information to others working for you, including those located outside the EEA;
- complying with our legal and professional obligations (including client identification as required by the Money Laundering Regulations 2007); and
- maintaining and using databases of current clients and contacts.

## **CONSENTS**

We rely on you to obtain any consents necessary under applicable data protection laws to permit you to provide, and us to process, personal data for these purposes.

## **MAILINGS**

From time to time we will send information about legal developments, or interesting forthcoming events to individuals on our databases to whom it may be of potential interest. We may also (for the same purpose) pass contact details from our databases to third parties with whom we are jointly planning particular events or publications. If you (or relevant individuals) would prefer us not to do this with contact details that we hold of individuals within your organisation, please let us know and we will mark our records accordingly.

Data protection is covered in Clause 7 of our Terms of Business.

## Files, documents and electronic data

### **FILES AND DOCUMENTS**

We may store the files and other documents relating to our work for you either electronically or in paper format. We have in place security measures designed to ensure that in so doing we are able to comply with our confidentiality obligations to you.

You may ask us to send you the files and documents relating to a matter. We would do so either in paper format or on standard electronic storage media. We may require payment of any money owed to us before doing so. We reserve the right to keep copies of files and documents for our own records.

We can provide arrangements for storage of title deeds and other original documents for you and can advise you about the terms on which we do this.

Any papers and records (including electronic records) that we hold relating to a matter will be destroyed after a reasonable time, unless they are title deeds or other original documents you have requested us to keep or unless otherwise agreed with you. In line with the Law Society guidelines on this, papers and records will not normally be destroyed until at least six years after we complete a matter.

### **ELECTRONIC DEAL ROOM AND DOCUMENT STORAGE**

As part of our services we may provide the use of a web-based electronic deal room and document storage facility. Information placed in this facility is the subject of contractual undertakings from our external service provider designed to ensure its confidentiality but such information may be stored on servers located abroad (including in the United States of America) under the control of the service provider. Unless you notify us in writing to the contrary, you are taken to consent to our placing the information you supply to us in the deal room.

Clause 8 of our Terms of Business contains provisions relating to files, documents and data storage.

## Conflicts of interest

The effective management of potential conflicts of interest is of great importance to us and we know that our clients expect us to be prompt and diligent in this. We take our professional obligations on conflict and client confidentiality very seriously and have clear policies and procedures designed to ensure that we comply with our legal and ethical obligations.

### **CONFLICTS COMMITTEE**

We have a Conflicts Committee, chaired by our Professional Practice Partner, which is responsible for formulating and overseeing the implementation of our policy and procedures. The Committee meets regularly to consider legal and market developments on conflict and confidentiality issues and review our policy and procedures. Individual members of the Conflicts Committee also advise partners and fee-earners regularly on potential conflict issues.

### **OUR CONFLICT SEARCH PROCEDURES**

We consider it essential that potential issues are identified and managed as early as possible. We carry out a thorough conflict search prior to accepting new instructions whether for new or existing clients. These include searches of our databases and email enquiries if necessary. Where appropriate we update conflict searches during the course of a particular matter (for example when a new counterparty is introduced).

### **IF AN ISSUE IS IDENTIFIED**

If a potential conflict or confidentiality issue is identified following a search, guidance is obtained from a member of the Conflicts Committee. The Committee will make further enquiries where necessary and will then consider the situation objectively, to determine whether or not the instruction can be accepted. Where we are able to act subject to informed consent from all relevant parties, we will seek that consent and, where it is given, we will proceed subject to whatever safeguards (e.g. information barriers) may be required. If our current professional rules do not permit us to act we will decline to do so.

**MANAGING OUR RELATIONSHIPS**

We make every effort to minimise the disturbance and inconvenience to clients which inevitably occurs when we are faced with a conflict. In particular, we aim to:

- identify issues as quickly as possible; and
- keep clients as fully informed as we can, subject to our duties of confidentiality to other clients.

In evaluating whether to accept instructions from one client or another we will consider factors such as our previous involvement in relation to the particular matter and the availability of another regular legal adviser to a client in determining the appropriate course of action. We will always endeavour to communicate our thinking on these issues to clients as fully as we can.

Clause 10 of our Terms of Business contains provisions on conflicts of interest, and Clause 5 contains provisions on informed consent and information barriers.

## Insider lists

For companies that have any of their financial instruments admitted to trading on a regulated market in an EEA member state, we will if required maintain our own "insider list" of relevant people at the firm.

It will be your responsibility to tell us if the matter we are acting on involves us having access to inside information, and what it is. We will be able to advise you on what amounts to "inside information" for these purposes.

The responsible Nabarro partner will be the principal contact for the purposes of the insider list that we maintain.

We can provide you with a copy of our insider list on receipt of an appropriate written request.

Clause 11 of our Terms of Business relates to insider lists.

## Regulation of investment services

The firm is not authorised by the Financial Services Authority but we are able in certain circumstances to offer a limited range of investment services to clients because we are members of the Law Society. We can provide these investment services if they are an incidental part of the professional services we have been engaged to provide.

Although the firm is not authorised by the Financial Services Authority, we are included on the register maintained by the Financial Services Authority so that we can carry on insurance mediation activity, which is broadly advising on, selling and administering insurance contracts. This part of our business, including arrangements for complaints or redress if something goes wrong, is regulated by the Solicitors Regulation Authority. You can access the register via the Financial Services Authority's website at [www.fsa.gov.uk/register](http://www.fsa.gov.uk/register).

## Knowledge services for clients

As you might expect, knowledge is important to us. Increasingly, we are able to assist the lawyers in the front-line of our practice with sophisticated on-line resources tailored to their specific needs, giving them rapid updates on law and practice in their own particular fields. We have also a growing team of knowledge lawyers to provide briefings and templates to our transaction lawyers.

### **BESPOKE SERVICES**

As part of our services, we can now share our knowledge with you in a number of different ways, to support your own in-house needs.

We can provide you with:

- tailored updates on legal developments;
- on-site training sessions for your staff;
- a help-line to a specialist lawyer for regular queries; and
- brainstorming and knowledge sharing with senior lawyers.

If you are interested in the tailored knowledge services that we could offer you, please contact your client partner or ask to speak to our Head of Knowledge.

### **KNOWLEDGE UPDATES**

Whether or not you are interested in bespoke services, you may like to know about the range of free legal updates that Nabarro provides. With your agreement we will send you and your team relevant legal updates and briefings, along with invitations to useful seminars and training events. Or you can review and select these updates by visiting the Knowledge section of our website at [www.nabarro.com](http://www.nabarro.com).

## Corporate responsibility

We have a clear vision of corporate responsibility that reflects the core values of the firm.

### **CHARITABLE DONATIONS AND FUNDRAISING**

Based on established criteria, we concentrate our charitable donations on two selected charities each year. Those charities are currently Great Ormond Street Hospital and the Teenage Cancer Trust Unit at Weston Park Hospital in Sheffield.

We also have an active programme of fundraising initiatives for a series of good causes.

### **PRO BONO AND VOLUNTEERING**

We respond to local community needs and international projects through a variety of means. Some of our pro bono and volunteering activities are described below.

We operate a weekly law clinic in Islington, helping the local individual community. We also provide desk based legal advice to local not for profit organisations in a variety of disciplines. These organisations include CORAM, the Holborn Business Partnership, Kids Company and the Big Issue magazine.

We are founder sponsors of the International Lawyers Project, an initiative aimed at providing legal expertise in developing countries. The focus is currently on Tanzania and we were involved in the autumn of 2008 in preparing and delivering training modules to lawyers in Tanzania.

Each member of the firm is entitled to a "Nabarro in the Community" day, which can be used for volunteering. We have an active programme of events in which people can participate and there is a good take up under the scheme.

**DIVERSITY AND INCLUSION**

We are committed to diversity and equality of opportunity. We are active, partner led members of the Law Society Equality and Diversity Forum. We are a member of Stonewall Diversity Champions Programme. We are also a member of the Employers Fora on Disability, Age and Faith.

Along with a number of City firms, we have funded a new summer school project, initiated by the City Solicitors Educational Trust, to encourage students from a wide range of universities to consider a career in the law.

We are involved with the Social Mobility Foundation in encouraging teenagers to become involved in professional services. We are also involved in other initiatives to assist students from low income backgrounds.

**ENVIRONMENT AND SUSTAINABILITY**

We aim to reduce our energy consumption wherever possible and work with the Carbon Trust and Better Climate for Camden to maximise our energy efficiency.

We promote sustainable transport wherever possible.

We aim to control waste through best practice waste management systems.

We apply the same principles wherever possible to our supply chain, particularly our outsourced services such as cleaning and catering.

## Contacts

### **SENIOR PARTNER**

Simon Johnston, our senior partner, can be emailed at [s.johnston@nabarro.com](mailto:s.johnston@nabarro.com), and his direct telephone number is 020 7524 6402 or, from outside the UK, +44 20 7524 6402.

### **OTHER PARTNERS**

Contact details for all Nabarro partners can be found on the firm's website, at [www.nabarro.com](http://www.nabarro.com).

### **NABARRO PEOPLE GENERALLY**

An identical email format is used for almost all Nabarro partners and employees: first initial.surname@nabarro.com.

### **SWITCHBOARDS/GENERAL INFO**

Our general office numbers are:

**London:** 020 7524 6000 or, from outside the UK, +44 20 7524 6000

**Sheffield:** 0114 279 4000 or, from outside the UK, +44 114 279 4000

**Brussels:** + 322 626 0740

Miscellaneous email queries can be sent to: [info@nabarro.com](mailto:info@nabarro.com).

# Appendix 1: Terms of business

This appendix sets out the terms on which we provide legal services to you. These terms will apply to all our work for you unless expressly varied in writing. No variation will be binding on us unless signed by a partner of the firm. They are effective from 1 March 2008 until further notice. They are subject to change from time to time.

## **1. NABARRO LLP**

**1.1** On 1 March 2008 the partnership known as Nabarro transferred its business to Nabarro LLP.

**1.2** Your contract is a contract with Nabarro LLP. A limited liability partnership is a body corporate which has "members". However, it is more usual for senior professionals to be referred to as "partners". We have decided to retain the traditional title of "partner" to describe members of Nabarro LLP. There is, however, no partnership between the members or between the members and Nabarro LLP. A reference in these terms or otherwise in the course of your dealings with us to a person being a "partner" is a reference to that person in his capacity as a member or employee of Nabarro LLP.

**1.3** We assume (that is, Nabarro LLP assumes) liability for and are fully and exclusively responsible for the legal services provided by our partners, consultants and employees on our behalf.

**1.4** There is no contract between you and any member, employee or consultant of Nabarro LLP. Any advice given to (or other work done for) you by a member, employee or consultant of Nabarro LLP is given (or done) by that person on behalf of Nabarro LLP and not in his or her individual capacity and no such person assumes any personal responsibility to you for the advice or other work.

**1.5** You agree that, to the extent permitted under any applicable law, if, as a matter of law, a duty of care, or any other duty, liability or obligation would otherwise be owed to you by any member, employee or consultant of Nabarro LLP, such duty is hereby excluded.

**1.6** You agree that you will not bring any claim, whether on the basis of breach of contract, tort (including, without limitation, negligence), breach of statutory duty or otherwise against any member, employee or consultant of Nabarro LLP in respect of any loss or damage that you or any person or company associated with you suffer or incur, directly or indirectly, in connection in any way with any advice given to or other work done for you.

**1.7** Accordingly, any claim that you wish to make can only be made against Nabarro LLP and not against a member, employee or consultant of Nabarro LLP.

**1.8** Each member, employee and consultant of Nabarro LLP shall be entitled to the benefit of the provisions of this clause 1 under the Contracts (Rights of Third Parties) Act 1999.

**1.9** A list of the members of Nabarro LLP is open to inspection at its registered office, Lacon House, 84 Theobald's Road, London WC1X 8RW.

**1.10** All correspondence and other communications sent to you in the course of providing

services to you, whether signed by a partner, consultant or employee, shall for all purposes be treated as having been sent on behalf of Nabarro LLP.

1.11 Here and elsewhere, unless the context otherwise requires, references to Nabarro, “we”, “our” or “us” from 1 March 2008 onwards are references to Nabarro LLP, a limited liability partnership incorporated in England and Wales with registered number OC334031.

## **2. SCOPE OF OUR ADVICE**

2.1 We advise only on the laws of England and Wales and on European Community law as it applies to the laws of England and Wales. Advice on overseas law is available from law firms in other jurisdictions with whom we have referral relationships.

2.2 Our role will be limited to advising on the legal issues raised by your instructions.

2.3 Advice given and documents prepared by us reflect the law in force at the time of delivery and, unless otherwise agreed in writing, are for use only in connection with the specific matter on which we are instructed. You should review your legal documentation and procedures from time to time to ensure compliance with changes in the law.

2.4 We only advise on tax where we have expressly agreed to do so in our engagement letter to you.

2.5 Following completion of a matter, we will not be responsible for reminding you about future time deadlines or obligations relevant to that matter (e.g. an option or liability expiry date or regulatory filing date) unless we expressly agree to do so in writing.

## **3. FEES AND EXPENSES**

### **Fees:**

3.1 Our fees are governed by law which allows us to take into account a number of factors in setting our fees including the complexity of the work, its value, urgency and the time spent on it.

3.2 You will pay us on the basis of the time spent on the matter by individuals at specific hourly rates.

3.3 We reserve the right to review hourly rates on an annual basis, on 1 May. We will charge you at the rate applicable when the legal services are provided unless agreed otherwise.

### **Expenses:**

3.4 As well as our fees, we will ask you to reimburse us for any expenses that we incur in carrying out your work. This will include such items as counsel’s fees (the fees of a barrister), court fees, search fees, filing and registration fees, stamp duty, courier fees, travel and hotel expenses, document production, photocopying, scanning, printing, sending faxes, overseas telephone calls and secretarial overtime.

3.5 Expenses are charged at our standard rates which are available on request. If any expenses are likely to be significant, we may either ask you to provide money on account before they are incurred, or ask you to pay them as soon as they arise.

3.6 You must reimburse our expenses in full even if the whole or any part of our fee is payable on a contingent basis.

### **VAT:**

3.7 Fees and expenses are subject to value added tax, where applicable, at the appropriate rate. This will be added to your bill.

### **Money on account:**

3.8 We may ask you for money on account of fees or expenses, either incurred or anticipated. This money will normally be applied against the next bill issued in the relevant matter.

3.9 When we hold any money on your behalf, we pay interest on the outstanding credit balance unless the amount involved is less than £20.

### **Estimates:**

3.10 Any estimate of fees we give you will be based on the time we expect to spend on a matter given the information available to us at the time. An estimate should not be regarded as a firm quotation, unless stated otherwise.

## **4. BILLS**

### **General:**

4.1 Our bills are usually delivered monthly (unless otherwise agreed) and are payable in full within 30 days.

4.2 If a bill is not paid within 30 days after its issue, we have the right to charge you interest on the outstanding amount. This will be calculated on a daily basis at the rate from time to time applicable to judgment debts from 30 days after delivery up to the date of payment.

4.3 We have the right to claim a lien over deeds, documents, electronic records, moneys and other items held for you until our bills are paid in full.

4.4 If you have instructed us that a third party (including, without limitation, insurers) will be responsible for our fees and expenses, we accept such instructions only on the basis that you will meet our fees and expenses if they are not paid promptly by the third party.

4.5 Where we are acting for two or more clients together in relation to a matter those clients will be jointly and severally responsible for the payment of our bills in respect of that matter.

4.6 When a litigation matter ends, even if the court makes an order for costs to be paid by someone else, in practice it will not usually be possible to recover all of the costs. This is because of the basis on which the court will assess them. In these circumstances, you will remain responsible for full payment of our bills when you receive them, both during and at the end of the litigation. This is so even where a third party may be liable to reimburse you for any sums included in the bills.

**Other professionals:**

4.7 After consultation with you, we may engage other advisers or service providers (including counsel, overseas lawyers, expert witnesses, accountants, environmental consultants and surveyors) on your matter. Any advice given by them will be their responsibility direct to you and not ours (even if incorporated or reflected in documents prepared by us) and you will be responsible for payment of their fees and expenses. Where we instruct them, we will do so as your agent.

**5. CONFIDENTIALITY AND PRIVILEGE**

**Our confidentiality obligations:**

5.1 We will treat all information you provide to us and about matters dealt with by us (other than information which is in the public domain) as confidential. We will not disclose any such confidential information to any third party, except with your prior written consent or as necessary or customary in the normal performance of our services (for example, passing it to other professionals and consultants assisting us or you with your matter, that is unless you expressly request us not to) or as required or permitted by law or any regulatory authority to which we are subject.

5.2 We reserve the right to use external service providers for document reproduction or scanning subject to their being bound by appropriate obligations designed to ensure the confidentiality of the information.

5.3 Unless you instruct us otherwise in writing, we will be entitled to state in our promotional material and tender documents that we have worked for you generally or on a particular matter or matters so long as we do not otherwise break our duty of confidentiality to you.

5.4 Where we act for other clients in the same industry or sector as you and in so doing obtain information confidential to those clients but relevant to you, we will be under no obligation to disclose that information to you.

**Informed consent:**

5.5 We may be asked to act for another party on a matter in circumstances where we hold information for you (in respect of which we owe you a duty of confidentiality) which may be relevant to that other party. You agree that we may act for the other party even though their interests in the proposed matter may be adverse to your own provided that:

5.5.1 there is no legal conflict of interest;

5.5.2 we agree to put in place and maintain appropriate measures to safeguard the confidentiality of the information we hold for you;

5.5.3 we consider it reasonable in all the circumstances for us to act.

You accept in these circumstances that we will be under no obligation to disclose to you any information which we obtain for the other client.

**Your confidentiality obligations:**

5.6 You will treat all information we provide to you (other than information which is in the public domain) as confidential including, without limitation, legal advice given to you and the contents of our engagement letter to you. You will not disclose any such confidential information to any third party, except with our prior written consent or as required or permitted by law or any regulatory authority to which you are subject.

5.7 Should you wish to pass to a third party any advice we have provided to you and we consent to this, we will not accept liability to that third party unless we have previously agreed this in writing.

5.8 If you receive a request for information under the Freedom of Information Act 2000

which relates to any such confidential information, you will (i) tell us as soon as possible, (ii) discuss with us whether or not you have an obligation to disclose it and (iii) not disclose it or any part of it where there is no such obligation. This provision shall survive the termination of our engagement.

**Legal professional privilege:**

5.9 Communications between you and us may be protected from disclosure to third parties by legal professional privilege. However, you should be aware that if you disclose any such communication to a third party (whether or not in contravention of your confidentiality obligations to us) legal professional privilege may be lost in that communication. You are reminded to seek our advice prior to making any such disclosure.

**6. CLIENT IDENTIFICATION AND INSTRUCTIONS**

**Communications:**

6.1 We can use e-mail when working on your matters unless you tell us not to. If we use e-mail, we will take precautions in accordance with standard commercial practice to ensure it is virus free, although this cannot be guaranteed. We may not allow certain types of documents into our environment, although we would seek to resolve any difficulties that might arise.

6.2 E-mail and telephone communications may be monitored in accordance with applicable law and regulations.

6.3 We will rely on you to notify us in writing if you have any preferred method of communication or if communication is only to be made through one or more designated individuals.

**Client identification:**

6.4 When requested, you will provide the necessary information to enable us to check your identity for the purposes of our statutory and professional obligations.

**Instructions:**

6.5 You will ensure that we know the full background to your matter, give us timely and accurate instructions, tell us promptly of any change in circumstances having a bearing on your matter, respond promptly to our requests for instructions and information and tell us promptly if you have any queries or concerns.

**7. DATA PROTECTION**

7.1 We will process the personal data that you provide for the following purposes: (i) carrying out work on your instructions, (ii) providing appropriate instructions or information to others working for you, including those located outside the EEA, (iii) complying with our legal and professional obligations, (iv) maintaining and using databases of current clients/contacts and (v) verifying your identity.

7.2 We rely on you to obtain any consents necessary under applicable data protection laws to permit you to provide, and us to process, those data for these purposes.

7.3 From time to time we will send information about our firm, legal developments, or forthcoming events to individuals on our databases to whom it may be of potential interest. We may also (for the same purpose) pass contact details from our databases to third parties with whom we are planning particular events or publications. If you (or relevant individuals) would prefer us not to do this with contact details that we hold of individuals within your organisation, please let us know and we will mark our records accordingly.

7.4 If in the course of our work we process personal data on your behalf, we will in that regard act only on your instructions and comply with obligations equivalent to those imposed upon you by the seventh data protection principle (concerning technical and organisation measures to protect personal data).

**8. FILES, DOCUMENTS AND ELECTRONIC DATA**

**Files and documents:**

8.1 We may store the files and other documents relating to your matters either electronically or in paper format.

8.2 If you ask us to pass you any of your files and documents, we can choose to do so either in paper format or on industry standard electronic storage media. We reserve the right to keep copies of any such files and documents for our own records.

8.3 Other than title deeds and other original documents, we can destroy any papers and records (including electronic records) that we hold relating to your matters after six years.

8.4 We retain copyright in works we prepare unless we have specifically agreed otherwise.

**Electronic deal room and document storage:**

8.5 As part of our services we may provide the use of a web-based electronic deal room and document storage facility. Although information placed in this facility is the subject of

contractual undertakings from our external service provider designed to ensure its confidentiality, that information may be stored on servers located abroad (including in the United States of America) under the control of the service provider. We will not be responsible for loss, disclosure or damage resulting from the storage. You must obtain any consents necessary for the processing of the information in this way.

8.6 Unless you tell us not to do so, we may place the information you supply to us in the deal room.

8.7 Access to and use of this facility is subject to the terms and conditions available from the facility website with which you and your staff will be required to abide.

## 9. LIABILITY

### Limitation on our liability:

9.1 If our engagement letter to you includes a limitation on our financial liability in respect of a particular matter or transaction then the aggregate liability of Nabarro LLP in respect of any and all losses, liabilities, damages, claims, demands and costs (including any costs we may incur in defending any actions against us) arising out of or in connection with that matter or transaction shall not exceed that limit, whether the liability shall arise in contract, negligence or other tort, breach of statutory duty or otherwise.

9.2 However, we do not seek to limit our liability arising from our fraud or reckless disregard of professional obligations or our liability for death or personal injury caused by our negligence or in any way to exclude or restrict our liability other than as is permitted by law and the rules from time to time of the Solicitors Regulation Authority.

### Duty of care:

9.3 Our duty of care under this contract and any duty of care we may also owe as a matter of law is a duty owed to you alone. We do not owe a duty of care to any third party and assume no responsibility to any third party in respect of the performance of our duties to you.

9.4 We shall not be liable for any failure to fulfil our obligations due to circumstances beyond our reasonable control.

### Liability of others:

9.5 If any claim is made against us relating to the provision of legal services to you, our liability shall be limited to a just and equitable proportion of the total loss or damage in respect of such claim after taking account of contributory negligence and the legal responsibility of any other person or organisation (regardless of the ability of that person or organisation to make payment).

9.6 If we work on a matter for you with another person or organisation which limits its liability by agreement with you, our liability in respect of that matter shall be limited to the amount which would have applied if that other person or organisation had not so limited its liability.

## 10. CONFLICTS OF INTEREST

We are subject to strict legal and professional obligations not to act for you where we have a conflict of interest. Should a conflict of interest arise, we will discuss the matter with you with a view to resolving the conflict. If we cannot, it may be necessary for us to cease acting for you on that matter or generally and you agree that in these circumstances this will not prevent us from acting for another party involved in the matter giving rise to the conflict. In the absence of a legal conflict of interest, our relationship with you will not prevent us from acting for other clients.

## 11. INSIDER LISTS

11.1 If you are a company and you or any holding company of yours ("relevant company") has any of its financial instruments admitted to trading on a regulated market in an EEA member state, we recognise the obligation imposed on the relevant company in relation to insider lists including to ensure that we compile and maintain our own insider list of people at the firm acting for you and with access to inside information.

11.2 It will be your responsibility to tell us if the matter we are acting on involves us having access to inside information and what it is but we will be pleased to advise you on what amounts to inside information for these purposes.

11.3 The responsible partner referred to in our engagement letter to you will be the principal contact for the purposes of the insider list required to be maintained by the relevant company.

11.4 We shall provide a copy of our insider list to you as soon as possible following a written request being made to the responsible partner by any person designated in our engagement letter to you as having authority to communicate with us.

11.5 If we introduce you to other professionals or consultants, their responsibility to maintain an insider list in respect of their own personnel will be direct to you and not ours.

## **12. INVESTMENT SERVICES**

12.1 The firm is not authorised by the Financial Services Authority but we are able in certain circumstances to offer a limited range of investment services to clients because we are members of the Law Society. We can provide these investment services if they are an incidental part of the professional services we have been engaged to provide.

12.2 Although the firm is not authorised by the Financial Services Authority, we are included on the register maintained by the Financial Services Authority so that we can carry on insurance mediation activity, which is broadly advising on, selling and administering insurance contracts. This part of our business, including arrangements for complaints or redress if something goes wrong, is regulated by the Solicitors Regulation Authority. The register can be accessed via the Financial Services Authority's website at [www.fsa.gov.uk/register](http://www.fsa.gov.uk/register).

## **13. COMPLAINTS PROCEDURE**

13.1 The firm is committed to providing a high quality service. To maintain this commitment the firm has a formal complaints procedure, a copy of which is available on request.

13.2 If you have any query or complaint about our service, please contact the responsible partner referred to in our engagement letter to you as quickly as possible so that he may rectify the situation. Alternatively, you may wish to speak to the firm's senior partner who will be glad to discuss any matters you may wish to raise.

13.3 If for any reason we are unable to resolve a problem between us, a complaints and redress scheme is provided by the Legal Complaints Service.

## **14. TERMINATION**

14.1 You may terminate your instructions at any time by written notice to us. We will only stop working for you if we have a good reason to do so including if (i) you do not pay a bill after 30 days, (ii) you do not meet a request to make a payment on account of our fees or expenses, (iii) we cannot obtain clear instructions from you, (iv) we have or develop a conflict of interest or (v) carrying out your instructions or continuing to work for you would infringe the law or the rules of the Solicitors Regulation Authority or any other regulatory body with whose rules we are required to or customarily comply (for example the City Panel on Takeovers and Mergers).

14.2 Termination by you or by us for any of the above reasons will not affect our right to payment for work done up to the date of termination.

14.3 Where we cease or suspend work on a matter we will also have the right to cease or suspend work on any other matter for you and may apply, where appropriate, to be taken off the record as solicitor for the matter. However, we would tell you before we took such a step.

## **15. GENERAL**

15.1 These terms and our services are governed by English law and you and we both submit irrevocably to the jurisdiction of the English courts in relation to any dispute between us.

15.2 References in this document to "you" or to "our client" means our client as identified in our engagement letter to you or in any separate written communication. References in this document to "terms" means, where the context admits, these terms of business as supplemented by our engagement letter to you.

15.3 Unless expressly stated otherwise, nothing in these terms confers any rights on any person pursuant to the Contracts (Rights of Third Parties) Act 1999. These terms may be varied by us without the consent of any third party beneficiary.

15.4 If any part of these terms is held to be invalid or unenforceable, the remaining terms will continue in full force and effect.

15.5 If in the future the business of Nabarro LLP is transferred to a new entity (including, without limitation, a limited company or a merged entity) you agree to the novation of any contract or contracts that we have with you to the new entity provided that we notify you of the transfer. The novation will take effect on the date of the transfer to the new entity. The novation will only affect rights and obligations under the contract or contracts with effect from the date of the transfer. From the date of transfer services will be provided to you by the new entity in place of Nabarro LLP and your rights under subsisting retainers will be exercisable only against the new entity.

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## Appendix 2: Evidence of client identity

This appendix sets out the minimum evidence on client identity that we are required to hold before we commence work, by reference to different types of client.

Where we indicate below that we accept certified copies of original documents, the certification must usually be by a qualified solicitor/lawyer, accountant, doctor, bank manager or embassy/consulate official. The certifier must also sign and clearly print his/her name on the copy, and write his/her work address on the copy. (A telephone number would be helpful.)

If you have any questions about the firm's client identification procedures, please speak to your Nabarro contact.

### INDIVIDUALS

- Original passport or driving licence or a certified copy of the same. In relation to a certified copy of a passport, the certification must be by a qualified notary, solicitor or accountant, British consulate or UK government department.
- Original or certified copy of utility bill or bank statement (from a reputable bank), showing private address.

### COMPANIES

- Certified copy of the certificate of incorporation or equivalent.
- Certified copy of the constitutional documents.
- Certified copy of the latest report and accounts.
- For UK companies: Evidence of identity of at least two directors (see "Individuals", above).
- For overseas companies: Evidence of identity of the principal director (see "Individuals", above) and the majority shareholder.
- For all companies, the name of the "ultimate beneficial owner" (see below)

### REGULATED PROFESSIONAL AND NON-PROFESSIONAL PARTNERSHIPS

- For regulated professional partnerships, we require a print out from a reputable directory which shows the name and address of the partnership.
- For non-professional partnerships, we require:
  - Certified copy of the partnership agreement or equivalent (and any amendments to the agreement).
  - Evidence of identity of the instructing partner and another partner (see "Individuals", above).

**PENSION FUNDS**

- Certified copy of the governing trust deed, including rules of the pension scheme and any amendments made to the trust deed.
- If there is one trustee, obtain evidence of identity of that trustee. If there is more than one trustee, obtain evidence of identity from two trustees.

**TRUSTEE/SETTLOR/BENEFICIARY IN RELATION TO A TRUST**

- Certified copy of the governing trust deed, including rules of the trust and any amendments made to the trust deed.
- Evidence of identity of the client (trustee, settlor or beneficiary).
- Where we act for two or more trustees, evidence of identity of one further trustee.
- The name of the "ultimate beneficiary" of the trust (see further below).

**ULTIMATE BENEFICIAL OWNER/ULTIMATE BENEFICIARY**

If you are a company, you will need to give us the name of an individual who:

- ultimately owns or controls (whether through direct or indirect ownership or control), more than 25% of the shares or voting rights in the company; or
- otherwise exercises control over management of the body.

If you are a settlor, beneficiary or trustee under a trust, you will need to give us the name of an individual:

- who owns at least 25% of the specified interest in capital (a person has a specified interest if they have a vested interest of the requisite level in possession or remainder or reversion, defeasible or indefeasible); and
- in whose interest the trust operates (for example, relatives, charities or pension holders); and
- who controls the trust (control is defined as a power either exercisable alone, jointly with another person or with the consent of another person).



# Services

Arbitration

Communications

Construction & Engineering

Corporate:  
Private Equity,  
Venture Capital,  
Public Companies,  
AIM

Defence

Dispute Resolution

Education

Employment

Energy/Climate Change

Environment

EU, Competition & Trade

Finance

Financial Services

Gaming, Hotels & Leisure

Government & Public Sector

Healthcare

Health & Safety

Hedge Funds

Housebuilders

Indirect Investments and  
Real Estate Funds

Intellectual Property

IT & Communications

Pensions

Planning

Projects

Real Estate

Real Estate Litigation

Regulatory

Restructuring & Insolvency

Retail

Tax

Technology

Waste

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