# Tan Ward – Regulatory Information

Tan Ward Limited ("we", "us", "our") is a limited company formed under the laws of England & Wales, with registered number 11931832 and a list of directors is available for inspection at the registered address at 9 Fishers Lane, Chiswick, London, United Kingdom, W4 1RX.

We are authorised and regulated by the Solicitors Regulation Authority ("SRA") with SRA number 658424. The SRA Handbook 2011 sets out our professional and ethical rules and obligations (including the SRA Code of Conduct and SRA Accounts Rules) and can be viewed at www.sra.org.uk. The word "partner" denotes a director of Tan Ward Limited or an employee or consultant with equivalent standing and qualifications.

We maintain professional indemnity insurance led by HDI Global Specialty SE. Our insurance covers our services globally and extends to acts and omissions wherever they occur in the world.

We are registered for Value Added Tax purposes with VAT number: 325 1371 31

# **Managing complaints**

If you wish to make a complaint about us then, in the first instance, please contact the person with whom you are working or corresponding to set out your concerns. We will do our best to resolve any issues at this stage and, if applicable, will confirm our complaints handling procedure in writing (which is available to clients at any time on request).

If you are not satisfied with our attempt to handle and resolve matters, you may be able to ask the Legal Ombudsman to consider the issue - write to:

- PO Box 6806, Wolverhampton, WV1 9WJ; or
- email: enquiries@legalombudsman.org.uk; or
- phone 0300 555 0333).

If you do wish to refer a complaint to the Legal Ombudsman, it should be done within six months of our final response to your complaint and within six years of the act or omission that caused the complaint or, if outside this period, within three years of when you should reasonably have known about the relevant act or omission.

The Legal Ombudsman may refer your complaint to the SRA if they are not the correct body to consider the matter, as the Legal Ombudsman's services are only available for certain types of complaints and complainants. Further details can be found on the Legal Ombudsman's <u>website</u> and on the SRA's <u>website</u>.

Note also that if you are a client and your complaint is about our invoices, you may also apply to the court for an assessment of the bill under Part III of the Solicitors' Act 1974. If all or part of any bill remains unpaid, we may be entitled to charge interest.

## Anti-money laundering

We may require clients to provide documents and information concerning the contracting client entity and related persons, entities or affiliates, in order to comply with relevant anti-money laundering laws and regulations. We may be prevented from carrying out your instructions if we are unable to meet our requirements, which often include verifying the identities of your ultimate beneficial owners.

We may be required by law or regulation to report to a governmental or regulatory authority our knowledge and/or suspicion that certain criminal offences have been committed, regardless of whether such an offence has been committed by a client of ours or by a third party. We may not be able to discuss such reports with you because of restrictions imposed by those laws and regulations, and we may have to cease acting for you in those circumstances. You agree that we will not be responsible for any adverse consequences you may suffer as a result of our compliance with such laws and regulations, whether caused by our inactivity or otherwise.

# **Consumer Contracts Regulations 2013**

If you have instructed us as an individual to act for you in your personal capacity (not in any business or professional capacity), under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013, you have a 14-day cooling-off period during which you may decide to cancel your contract with us. If you expect us to provide advice and services during that 14-day period but also wish to cancel your contract during that period, you agree that you will be liable for any fees or expenses chargeable for legal advice and services incurred up to and including the date of cancellation. If you would like further information, including a template cancellation form, please contact us.

# Anti-bribery and corruption

Our policy is to act at all times in accordance with the highest professional, ethical and business standards, and we expect the same from our clients and their related persons, entities or affiliates. We have a zero-tolerance approach to bribery or corruption and you agree not to expect or request any conduct from us that might bring our name into disrepute or compromise our integrity and independence and that you or your related persons, entities or affiliates will refrain from any practices involving bribery or any other corrupt activities.

## **Client audit requests**

If we are required by any governmental or regulatory body, or by your auditing accountants or any other service provider appointed by you, to produce documents or provide information on any engagement, we shall be entitled to bill you for the work involved (and any disbursements or expenses incurred) at the rates agreed for the relevant matter.

In response to any request to provide information to your auditors, our policy is to comply with the laws and regulations applicable to us and in particular with the guidance from the Law Society of England & Wales.

## **Client Account and Interest**

Pursuant to the SRA Accounts Rules, our policy is to account to our clients for a sum in lieu of interest on a fair and reasonable basis. If the total amount of interest calculated over the course of a matter is less than £50 no payment in lieu of interest will be paid. Client monies will be deposited in a general client account (an instant access account in which amounts for different clients are pooled) unless we are instructed to create a separate designated account. In any event, it is unlikely that a client will receive as much interest as might have been obtained had the funds been invested by the client itself.

## **Financial Services and Markets Act 2000**

Some investment-related activities (including insurance distribution activities) of Tan Ward Limited are regulated under the Financial Services and Markets Act 2000 of the United Kingdom ("FSMA").

Like most law firms, we are not authorised by the Financial Conduct Authority (the "FCA") under FSMA. Instead, we are authorised and regulated by the SRA. The Law Society is a designated professional body for the purposes of FSMA, but responsibility for regulation and complaints handling has been separated from the Law Society's representative functions. The SRA is the independent regulatory body of the Law Society and the Legal Ombudsman deals with complaints about lawyers registered in England and Wales. In the light of this, we can provide investment-related services (including insurance distribution activities) if they are an incidental part of the professional services we have been engaged to provide, if they can reasonably be regarded as a necessary part of our professional services or if we are otherwise permitted to provide them under FSMA. For the purpose of insurance distribution activities (broadly, advising on, selling and the administration of insurance contracts), we are included on a register maintained by the FCA and are permitted by the FCA to carry on insurance distribution activities. This register can be accessed via the FCA website at www.fca.org.uk/register.