



**NOCKOLDS LAWYERS SPAIN:
CLIENT INFORMATION**

Terms and Conditions



Contents

This client information brochure sets out the general terms on which we provide services to you and our agreement with you. Attached to these terms is a letter that contains details specific to your matter. This brochure and the attached letter together form the contract between us.

Also attached is our General Privacy Notice. These documents are important and should be read carefully. Please ensure you retain these for future reference.

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The regulatory provisions referred to above are available through any of the Spanish Bar Associations.

A: General Information

1. Who We Are

Nockolds Lawyers Spain SL, is a registered company in Spain with company number (CIF): B88495577. Our registered office is: Nockolds Lawyers Spain S.L., Calle Francisco Navacerrada 8, Planta 2, 28028 Madrid. Our Lawyers operate from our Estepona office at Plaza de los Misioneros 229680, Estepona (Málaga). A list of directors is available from this address.

2. Professional Indemnity Insurance

Nockolds Lawyers Spain maintains professional indemnity insurance at a level that we have determined appropriate with respect to the provision of our services. On reasonable notice to our office, we will make available to you the relevant information relating to this insurance, such as the contact details of our insurers and its territorial coverage.

3. Regulation

Abogados (Spanish Lawyers) are regulated in their professional practice by the General Rules for Lawyers (Estatuto General de la Abogacía Española) and the Spanish Lawyers Code of Conduct (Código Deontológico de la Abogacía Española) which is based on the European Code of Conduct (Código Deontológico Europeo). In order to be allowed to practise law, Abogados must be registered with the Bar Association of their local jurisdiction in Spain.



B: Our Relationship With You

1. Conduct of Work

The person with the conduct of your work and their status will be set out in the letter sent to you. The name of their supervisor should also be detailed in the letter

2. Communication

We ask you to let us know if you have a preferred method of communication e.g. letter, telephone or email. Unless we hear from you, we will use whatever mode of communication appears appropriate in the circumstances. As a minimum, we agree to provide a substantive response to your telephone calls within 24 hours, letters and emails within five days and we will meet within 10 minutes for any pre-booked appointment.

The Risks of Email Communication

We are constantly reviewing and upgrading our email technology to ensure that we can communicate with you as effectively as possible by email with the minimum risk of virus infection. However, emails carry inherent risks, namely potential lack of security and lack of authenticity. Furthermore, there can be no guarantee of prompt transmission and incompatibility may also create delivery problems. Notwithstanding these potential problems, most email

communication is secure and prompt. If you wish for us to email all documents to you using password protection, then please tell us as soon as possible.

3. Help Us To Help You

We are committed to recognising the individual needs of all of our clients and we want to make sure that we are accessible to everyone. To help us to help you, if there is anything which may impact upon our relationship with you, your ability to provide us with instructions or anything which may hinder your understanding of what we are doing for you, please tell us as soon as possible so that we can make reasonable adjustments.

4. Timescales

We will provide you with timescale estimates at the outset and throughout the course of your matter. The matter may be subject to delays caused by third parties. Should this arise, we will inform you and explain any delay. Any timescales are provided as an estimate only and are for your guidance. They are not binding on us. If you are aware of a deadline or wish us to work to a particular timescale, then please confirm your instructions in writing. Please do not make arrangements based on our estimated timescale without checking with us whether it is sensible to do so and that we can comply.

5. Confidentiality and Disclosure

We always prefer to deal with you personally so that we can ensure you understand exactly what we are doing and that your needs are met. However, we do understand that sometimes you may need assistance from others. Therefore, if you wish us to discuss your affairs with anybody other than you personally then you will need to confirm this to us in writing in advance and specify the name of the individual/s and the reason the authority has been provided. In the alternative you can provide your verbal authority on the phone if you wish us to discuss something with another individual whilst you are in their presence. Without this prior authority from you we will not discuss anything with any other individual on your matter in order to preserve client confidentiality. Where appropriate, we may share information with our professional legal colleagues within the Nockolds Group, i.e our affiliated entity in England.

6. Anti-Money Laundering Obligations

Under Spanish anti-money laundering and terrorist financing laws, we are required to obtain satisfactory evidence of your identity and sometimes of people related to you. This is because lawyers who deal with money and property on behalf of their client can be used by criminals wanting to launder money. We are required to have stringent checking procedures. If we are unable to obtain satisfactory information and/or we are unable to verify your identity, then we are not permitted to proceed with the transaction and we will not be able to continue to act for you.

Legislation on money laundering and terrorist financing has placed us under a legal duty in certain circumstances to disclose information to Spanish Law Enforcement. Where we know or suspect a transaction on behalf of a client involves money laundering, we may be required to make a Money Laundering Disclosure to the SEPBLAC, Spain's Financial Intelligence Unit. . If this happens, we may not be able to inform you that a disclosure has been made or the reasons for it. In the event of such a report being made, whether appropriate or not, we will not be held liable and in no circumstances will any compensation be payable as a result if you suffer loss because of the referral or any pursuant delay.

Documentation Required to Prove Your Identity

Individual Clients

We will need to verify your identity before we start acting for you. To do this you may need to attend personally at our office and bring original documents to prove your name and address. Where you have online access, we will seek to verify your identity electronically if possible.

For face to face, virtual and online identity verification, the documents we will accept from you are:

Proof of name - one of the following;

- › Current signed passport;
- › National ID card;
- › Police/armed forces ID card;
- › Current UK/EEA photo card full driving licence.

Proof of address - one of the following;

- › Recent utility bill or statement (not more than three months old);
- › IBI council tax bill for the current year;
- › Recent original bank or mortgage statement, received from the bank or mortgage company (not more than three months old);
- › Padron Certificate if residence is in Spain;
- › Current UK/EEA photo card full driving license.

Please note that we cannot accept the same document to prove both your name and address. They must be different documents for example, one to prove your name and another to prove your address. If you have any difficulty in providing any of the above documents, please contact us.

Electronic Verification Checks

Where possible we will carry out an electronic verification check on all new clients and where this is required, the cost of the search will be added to your matter as an expense for which you will be responsible for paying as part of your invoice.

7. Instruction of Agents and Experts

Where necessary, we will instruct experts and/or agents on your behalf at your expense. This may include experts, translators, or foreign lawyers/ other solicitors. Our affiliated business in the UK (Nockolds Solicitors Ltd) will be the default foreign lawyer in the UK. Where appropriate, we may need to outsource some administrative work to other organisations within the Nockolds Group. There is a confidentiality agreement between Nockolds Lawyers Spain and these organisations to protect your information.

8. Storage of Papers and Documents

Depending on the type of your matter, your file may be held wholly electronically or partly electronically and part in physical paper format. If you send original documents to us, then these will usually be returned to you as your matter progresses or completes. On conclusion of your matter, if we hold any form of physical paper file, this will usually be scanned by us and stored electronically. We do not charge for storage of files. However, if we are asked to retrieve papers or documents from our storage facility, we may make a

charge based on time spent for producing these items to you or another at your request.

9. Client Care

We are committed to providing a high-quality level of service to you which is specifically tailored to your needs. However, if you are unhappy about any aspect of our service or with the advice you have received or have concerns then we do have a complaints procedure which you can follow. In the first instance, please contact the person handling your work. If they are not able to resolve matters to your satisfaction, then please contact their supervisor, whose details are found in our terms of engagement letter to you. If you still remain unhappy then please request a copy of our formal complaints process. This can also be found on our [website nockolds.es](http://www.nockolds.es). If you are not satisfied with our response, then you are able to refer the matter to the Malaga Bar Association in writing, telephone or personal attendance at Paseo De La Farola 13, 29016 Málaga Spain or email: atencionalcolegiado@icamalaga.es.

10. Bringing the Relationship to an End

Unless ended earlier, our relationship for this specific matter will come to an end when we finish our provision of services and you settle our final invoice.

If You Decide to End the Relationship Early

You may terminate our instruction by doing so in writing at any time.

If We Decide to End the Relationship Early

Your instruction is important to us. However in some circumstances we may decline to act for you if:

- > You are unable to prove your identity;
- > We do not undertake the type of work you require;
- > You are unable to fund the work
- > We do not have the resources or time to do the work within the timescale required;
- > Any ethical, regulatory or other reason;
- > The work is not within our skillset;
- > You fail to provide us with instructions or necessary documents/ information in a timely manner to allow us to act properly.

Should the relationship be brought to an end by either party before conclusion of the matter, then you will be liable to pay our charges and expenses incurred up to that date. If you wish for us to transfer your file to another firm of lawyers then we may charge a fee for this which must be paid prior to the transfer.



C: Costs, Funding and Payment

1. Costs Information

We tailor our service to your specific needs, so at the outset it will not be possible for us to tell you the exact overall cost of the matter. However, we will provide you with the best information possible concerning the total costs envisaged to include expenses. This will usually be in the form of an estimate unless we are applying fixed fees.

Hourly Rates

Sometimes we quote on hourly rates and if that is the case our hourly rate will be set out clearly. The hourly rate is calculated considering all of the usual business overheads.

Fixed Fees

In some cases, it may be appropriate for us to agree a fixed fee with you. However, if any unexpected extra work becomes necessary which is not covered in that fixed fee, then extra charges will apply.

Tax - Impuesto Sobre el Valor Añadido

We will add IVA at the rate applicable when our invoices are raised. Our IVA registration number is: B88495577.

Expenses ('Disbursements')

If we incur expenses on your behalf such as third-party fees, court fees etc it is our policy to ask you to pay these expenses in advance of the fee being incurred.

2. Other Party's Charges and Expenses

In court cases or litigation, where you may be entitled to payment of costs by a third party if you are successful. However that does not relieve you of the duty in the first instance to meet our costs. If you are unsuccessful in a court case, you may be ordered to pay the other party's legal charges and expenses.

3. Payments on Account and Billing Arrangements

It is normal practice to ask clients to make payments on account at the commencement of work and as the matter progresses. We also send out interim bills. Our bills are payable immediately upon presentation, and we reserve the right to:

- > Charge you interest on the bill at 8% per year from the date on which payment of our bill is due. If you do not pay our bill, interest will be charged on a daily basis;
- > Make a charge in connection with collecting the overdue amount;
- > Make a charge for credit card fees;
- > Do no further work for you until we are paid in full;
- > Keep all of your papers and documents until we are paid in full.

4. How to Pay

Please do not make a payment to this firm until we ask you to do so. We accept payments for our invoice by bank transfer, debit card and credit card. We will not accept payments in cash in excess of €500 per transaction. If you require further information about our charges or advice on how to pay by standing order, then please do not hesitate to contact us.

5. Queries About Your Bill

If you have a query concerning your bill, please discuss it immediately with the person dealing with your work.

6. Clients' Money

Money received on your behalf will be held in our general client account. , We confirm we will hold your money in a separate account to that of our own office expenses. Whilst we will protect your money, we cannot be responsible for any losses resulting from the insolvency of any bank where we deposit funds.

7. Bank Transfers and Cybercrime

Due to the increasing risks of fraud, please stay vigilant.

When funds are transferred between this office and yourselves, we adhere to the following procedures to protect against fraudsters:

- › We will ask you for your account details (sort code, account name and number) at the appropriate stage of a transaction. We will only use the original details provided by you when transferring funds. We will not change these details unless we receive satisfactory evidence of those changes;
- › We will supply you with our account details when necessary, and these details will not change. If, having received our client account details, you then receive an email purporting to be from a member of this firm and asking for the funds to be sent to a different bank account, please contact us immediately before sending the funds.

8. International Transactions / Overseas Bank Accounts

If we are instructed to send funds to an overseas bank account, any such payments will be made in the currency of the country where the bank account is located. On your instruction we can arrange for the conversion of your monies with a foreign exchange company. If, as a result of arranging for the transfer of your funds via a foreign exchange company, we receive commission from that foreign exchange company related to the transfer , will retain this as consideration for the administrative time in arranging for the transfer

9. Due Diligence

Your file may also be reviewed in any due diligence exercise. This could include an external audit or quality check. If you do not wish your file to be used in this way, please let us know as soon as possible.

10. Applicable Law

Any dispute or legal issue arising from our Terms and Conditions will be determined by the law of Spain and considered in the first instance by the Spanish Court.

11. What We Need You To Do Next

To formalise these instructions, please sign and date a copy of the attached letter or Work Summary and return it to us immediately.

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www.nockolds.es

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