

* Clarke Willmott Referral Scheme Form

Private client solutions for the St. James's Place Partnership

St. James's Place/Clarke Willmott LLP Referral Scheme Legal Services Referral Form
(To be used only for packages or bespoke referrals to Clarke Willmott LLP)

Please send this form to the Clarke Willmott contact with whom you are dealing

SJP Representative Name:

E-mail address:

Location:

Representative Code:

Telephone No:

Mobile No:

Client Name:

Address:

Post Code:

Telephone No:

E-mail address:

Date of Birth:

Please state briefly the nature of the service required by the client:

Name of the person (if any) you have spoken to about this client/case at Clarke Willmott LLP:

Fees

Representative to tick the appropriate box regarding the referral fees available under legal services to be provided by Clarke Willmott LLP.

1 I do not wish any fees to be waived to the client

2 I wish my share and SJP's share of the fees to be waived

Please read the information and required confirmations below before signing the referral agreement with Clarke Willmott LLP where indicated.

Referral agreement between the Representative and Clarke Willmott LLP (the Law Firm)

- 1 I agree and confirm that I have read, understood and complied with the provisions of the SRA Code of Conduct 2011 (the **Code of Conduct**) concerning referrals of business and publicity as set out in the Appendices below.
- 2 In making an introduction in respect of the above client (the **Client**) I confirm and undertake to the Law Firm that I have complied and will continue to comply with the provisions of chapter 9 of the Code of Conduct as set out in Appendix 1.
- 3 I confirm that the Client has not been acquired by me as a consequence of marketing or publicity or other activities which, if done by a solicitor, would be in breach of any provision of the Code of Conduct, in particular by unsolicited visits or telephone calls. Chapter 8 of the Code of Conduct (Publicity) is set out in Appendix 2.
- 4 I confirm that before making this referral I provided the Client, in writing, with all relevant information concerning the referral, in particular:

(a) the fact that St. James's Place Management Services Limited (**SJP**) has a financial arrangement with the Law Firm and that I am interested in the arrangement; and

(b) the amount of (i) the fees payable by the Law Firm to SJP in relation to this referral and (ii) any payment that may become due from SJP to me as a result of my having made this referral.
- 5 I confirm that the information I have given to the Client concerning the basis of the Law Firm's charges conforms to the information most recently circulated to me from the Law Firm concerning those charges, and that I have not given to the Client any other information or indications regarding the Law Firm's charges.
- 6 Money Laundering –
I confirm and certify that I have had sight of the original identification documents
* of which certified copies accompany this form
* the Client will provide the documents
- 7 Data Protection –
I confirm that the Client has been provided with the SJP privacy notice and that they have given consent for their details to be provided to the Law Firm.
- 8 I agree and confirm that I will keep the existence and terms of this referral and any and all confidential information belonging to the Law Firm confidential and will not use or adapt any confidential information belonging to the Law Firm for my own or any third parties' purpose. I agree and confirm that the Law Firm regards all information, documents and know how concerning its services and the packages of legal services offered by it as confidential and proprietary in nature and that I may not reproduce or impart such information to any other persons with out the written consent of the Law Firm. I understand that these restrictions apply whether such information was passed to me orally, electronically or in any other format.
- 9 I acknowledge and agree that the Law Firm may be required by the Solicitors Regulation Authority to supply details of this referral agreement.
- 10 I agree and confirm that nothing in this referral agreement will create, or be deemed to create, a partnership, or the relationship of principal and agent, between us.

Signed by the Representative:

Dated:

Appendix 1

CHAPTER 9 OF THE SRA CODE OF CONDUCT 2011 – FEE SHARING AND REFERRALS

This chapter is about protecting clients' interests where you have arrangements with third parties who introduce business to you and/or with whom you share your fees. The relationship between clients and firms should be built on trust, and any such arrangement should not jeopardise that trust by, for example, compromising your independence or professional judgement.

The outcomes in this chapter show how the Principles apply in the context of fee sharing and referrals.

Outcomes

You must achieve these outcomes:

- O(9.1)** your independence and your professional judgement are not prejudiced by virtue of any arrangement with another person;
- O(9.2)** your clients' interests are protected regardless of the interests of an introducer or fee sharer or your interest in receiving referrals;
- O(9.3)** clients are in a position to make informed decisions about how to pursue their matter;
- O(9.4)** clients are informed of any financial or other interest which an introducer has in referring the client to you;
- O(9.5)** clients are informed of any fee sharing arrangement that is relevant to their matter;
- O(9.6)** you do not make payments to an introducer in respect of clients who are the subject of criminal proceedings or who have the benefit of public funding;
- O(9.7)** where you enter into a financial arrangement with an introducer you ensure that the agreement is in writing;
- O(9.8)** you do not pay a prohibited referral fee.

Indicative behaviours

Acting in the following way(s) may tend to show that you have achieved these outcomes and therefore complied with the Principles:

- IB(9.1)** only entering into arrangements with reputable third parties and monitoring the outcome of those arrangements to ensure that clients are treated fairly;
- IB(9.2)** in any case where a client has entered into, or is proposing to enter into, an arrangement with an introducer in connection with their matter, which is not in their best interests, advising the client that this is the case;

- IB(9.3)** terminating any arrangement with an introducer or fee sharer which is causing you to breach the Principles or any requirements of the Code;
- IB(9.4)** being satisfied that any client referred by an introducer has not been acquired as a result of marketing or other activities which, if done by a person regulated by the SRA, would be contrary to the Principles or any requirements of the Code;
- IB(9.5)** drawing the client's attention to any payments you make, or other consideration you provide, in connection with any referral;
- IB(9.6)** where information needs to be given to a client, ensuring the information is clear and in writing or in a form appropriate to the client's needs;
- IB(9.7)** having effective systems in place for assessing whether any arrangement complies with statutory and regulatory requirements;
- IB(9.8)** ensuring that any payments you make for services, such as marketing, do not amount to the payment of prohibited referral fees;
- IB(9.9)** retaining records and management information to enable you to demonstrate that any payments you make are not prohibited referral fees.

Acting in the following way(s) may tend to show that you have not achieved these outcomes and therefore not complied with the Principles:

- IB(9.10)** entering into any type of business relationship with a third party, such as an unauthorised partnership, which places you in breach of the SRA Authorisation Rules or any other regulatory requirements in the Handbook;
- IB(9.11)** allowing an introducer or fee sharer to influence the advice you give to clients;
- IB(9.12)** accepting referrals where you have reason to believe that clients have been pressurised or misled into instructing you.

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Appendix 2

CHAPTER 8 OF THE SRA CODE OF CONDUCT 2011 – PUBLICITY

This chapter is about the manner in which you publicise your firm or in-house practice or any other businesses. The overriding concern is that publicity is not misleading and is sufficiently informative to ensure that clients and others can make informed choices.

In your publicity, you must comply with statutory requirements and have regard to voluntary codes.

The outcomes in this chapter show how the Principles apply in the context of publicity.

Outcomes

You must achieve these outcomes:

- O(8.1)** your publicity in relation to your firm or inhouse practice or for any other business is accurate and not misleading, and is not likely to diminish the trust the public places in you and in the provision of legal services;
- O(8.2)** your publicity relating to charges is clearly expressed and identifies whether VAT and disbursements are included;
- O(8.3)** you do not make unsolicited approaches in person or by telephone to members of the public in order to publicise your firm or in-house practice or another business;
- O(8.4)** clients and the public have appropriate information about you, your firm and how you are regulated;
- O(8.5)** your letterhead, website and e-mails show the words “authorised and regulated by the Solicitors Regulation Authority” and either the firm’s registered name and number if it is an LLP or company or, if the firm is a partnership or a recognised sole practice, the name under which it is licensed/authorised by the SRA and the number allocated to it by the SRA.

Indicative behaviours

Acting in the following way(s) may tend to show that you have achieved these outcomes and therefore complied with the Principles:

- IB(8.1)** where you conduct other regulated activities your publicity discloses the manner in which you are regulated in relation to those activities;
- IB(8.2)** where your firm is an MDP, any publicity in relation to that practice makes clear which services are regulated legal services and which are not;
- IB(8.3)** any publicity intended for a jurisdiction outside England and Wales complies with the Principles, voluntary codes and the rules in force in that jurisdiction concerning publicity;

- IB(8.4)** where you and another business jointly market services, the nature of the services provided by each business is clear.

Acting in the following way(s) may tend to show that you have not achieved these outcomes and therefore not complied with the Principles:

- IB(8.5)** approaching people in the street, at ports of entry, in hospital or at the scene of an accident; including approaching people to conduct a survey which involves collecting contact details of potential clients, or otherwise promotes your firm or in-house practice;
- IB(8.6)** allowing any other person to conduct publicity for your firm or in-house practice in a way that would breach the Principles;
- IB(8.7)** advertising an estimated fee which is pitched at an unrealistically low level;
- IB(8.8)** describing overheads of your firm (such a normal postage, telephone calls and charges arising in respect of client due diligence under the Money Laundering Regulations 2007) as disbursements in your advertisements;
- IB(8.9)** advertising an estimated or fixed fee without making it clear that additional charges may be payable, if that is the case;
- IB(8.10)** using a name or description of your firm or in-house practice that includes the word “solicitor(s)” if none of the managers are solicitors;
- IB(8.11)** advertising your firm or in-house practice in a way that suggests that services provided by another business are provided by your firm or in-house practice;
- IB(8.12)** producing misleading information concerning the professional status of any manager or employee of your firm or in-house practice.

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