Terms & Conditions/Code of Conduct for Third Parties acting for Preston Turnbull LLP

1. Introduction

1.1. Preston Turnbull LLP is registered in England and Wales with Company registration number OC428624 and is authorised and regulated by the Solicitors Regulation Authority. Its registered office is at Walsingham House, 35 Seething Lane, London, EC3N 4AH. SRA number 663774

2. Code of Conduct, Regulation and Compliance

2.1. Preston Turnbull LLP is committed to providing legal services of the utmost professionalism, integrity, and to service standards that are consistently maintained. We are committed to conducting our business in an ethical, legal, environmentally and socially responsible manner.

2.2. Throughout our business we ensure compliance with all applicable laws, rules and regulations including bribery, corruption, money laundering and data protection. We expect the same from our suppliers, contractors and third parties.

2.3. All Preston Turnbull LLP suppliers, contractors and third parties are required to conduct themselves in accordance with this code of conduct and all other Preston Turnbull LLP policies provided to them and to maintain the highest standards of ethics and integrity. Suppliers/Contractors/Third Parties are expected to promote the principles of this Code of Conduct in their own supply chains.

2.4. We recognise that there are different legal and cultural environments in which our suppliers operate internationally. This Code of Conduct outlines the basic requirements that suppliers, and their employees, agents and subcontractors should adhere to in order to do business with Preston Turnbull LLP.

2.5. We expect you to have policies and procedures in place to ensure the prevention of unethical business practices and to achieve compliance with all applicable laws, rules and regulations.

3. Confidentiality

3.1. Confidential information refers to any data or information relating to Preston Turnbull LLP business, clients, employees or other third parties, whether business or personal, which would reasonably be considered to be private or proprietary to Preston Turnbull LLP and that is not generally known. You agree that you will not disclose, divulge, reveal, report or use, for any purposes, any Confidential Information which you have obtained, except as authorised by Preston Turnbull LLP or as required by law. The obligations of confidentiality will apply during the term of the engagement and will survive indefinitely upon termination of the engagement.

3.2. All written and oral information and material disclosed or provided by Preston Turnbull LLP to you under the retainer is Confidential Information regardless of whether it was provided before or after the date of the retainer or how it was provided to you.

4. Anti Money Laundering

4.1. Preston Turnbull LLP does not tolerate conduct that is criminal or in breach of the Money Laundering, Terrorist Financing and Transfer of Funds (Information on the Payer) Regulations 2017. You must at all times ensure compliance with the Money Laundering Regulations and our own Anti Money Laundering policy.

4.2. We carry out due diligence on our clients, and other parties, in accordance with our obligations under the Money Laundering Regulations. You are not permitted to rely on our due diligence without our express written agreement.

4.3. We will not accept case deposits or remit funds from our accounts in any circumstances except in connection with a matter where we are instructed.

5. Anti Bribery and Corruption

5.1. You must ensure that you are not engaged, directly or indirectly, in fraud, tax evasion (including the facilitation of tax evasion by another person), bribery, corruption and other improper payments, benefits or gifts. You must not participate in bribes or kickbacks of any kind, whether in dealings with public officials or individuals in the private sector.

5.2. Our Anti Bribery policy applies to all individuals associated with our business.

6. Data Protection/Privacy Policy

6.1. You must comply with and have adequate measures in place to ensure compliance with, all applicable data protection, privacy and electronic communications laws, including the UK GDPR, the Data Protection Act 2018, the Privacy and Electronic Communications Regulations 2003 and the Data (Use and Access) Act 2025, as amended or replaced from time to time.

6.2. You must respect privacy and protect personal data, confidential information and commercially sensitive information. You must process personal data only for authorised purposes, on a lawful basis, and in accordance with Preston Turnbull LLP's written instructions, applicable privacy notices and any data processing agreement or contractual terms that apply to your engagement.

6.3. You must take all reasonable technical and organisational measures to protect Preston Turnbull LLP data and information against unauthorised or unlawful processing and against accidental loss, destruction, damage, alteration or disclosure. This includes ensuring appropriate access controls, confidentiality undertakings, staff training, system security, data retention controls and secure deletion or return of information at the end of the engagement.

6.4. You must notify Preston Turnbull LLP immediately, and in any event without undue delay, if you become aware of any actual or suspected personal data breach, confidentiality breach, cyber security incident, unauthorised access, loss of data or other incident affecting Preston Turnbull LLP information or client information. You must provide reasonable assistance with investigation, containment, notification and remediation.

6.5. You must not transfer Preston Turnbull LLP personal data or confidential information outside the United Kingdom or allow it to be accessed from outside the United Kingdom, unless appropriate safeguards are in place and Preston Turnbull LLP has given prior written approval.

6.6. If you process personal data on behalf of Preston Turnbull LLP, you must ensure that any sub-processors, agents or subcontractors are approved where required, are subject to equivalent written obligations and do not process personal data in a way that would place Preston Turnbull LLP in breach of its legal, professional or regulatory obligations.

7. Artificial Intelligence and Automated Processing

7.1. You must not input, upload, disclose or otherwise process Preston Turnbull LLP confidential information, client information, personal data, legally privileged material or commercially sensitive information using any artificial intelligence system, generative AI tool, automated decision-making system or machine-learning platform unless Preston Turnbull LLP has given prior written approval.

7.2. Where Preston Turnbull LLP authorises the use of an AI system, you must ensure that the system is subject to appropriate governance, security, confidentiality, transparency and human oversight controls. You must be able to explain how the AI system is used, what information is processed, whether personal data is used for training or model improvement, and what safeguards apply.

7.3. You must not use AI or automated processing to make decisions about individuals which have legal or similarly significant effects unless this has been expressly authorised, a lawful basis has been identified, a data protection impact assessment has been considered where required, and appropriate safeguards are in place, including meaningful human intervention, the ability for individuals to make representations and the ability to challenge the decision.

7.4. You remain responsible for all outputs, advice, work product and decisions produced with the assistance of AI. AI-generated material must be checked by a suitably qualified person before it is relied upon, shared with Preston Turnbull LLP, provided to clients or used in connection with any matter.

7.5. You must promptly notify Preston Turnbull LLP if you become aware that an AI system has produced, disclosed, retained or used Preston Turnbull LLP information, client information, personal data or confidential information in an unauthorised, inaccurate, discriminatory, insecure or otherwise non-compliant manner.

8. Employment Rights

8.1. You must conduct your employment practices in full compliance with all applicable laws and regulations.

9. Equality, Diversity and Inclusion

9.1. Preston Turnbull LLP is committed to encouraging and promoting equality and diversity and eliminating unlawful discrimination in all areas of our business.

8.4. Preston Turnbull LLP is committed to providing a workplace free from harassment, including sexual, physical and psychological harassment. The Firm will take all reasonable steps to prevent sexual harassment of its employees in the course of their employment and harassment of its employees by third parties. The requirements of this Code support, and do not replace, the Firm's own prevention responsibilities. You must take all reasonable steps to prevent your employees, agents and subcontractors from harassing Preston Turnbull LLP employees in connection with your engagement. Preston Turnbull LLP will not tolerate harassment, sexual harassment or victimisation by suppliers, contractors or other third parties, or by their employees, agents or subcontractors. You must not engage in such conduct towards anyone you encounter in connection with your engagement, including Preston Turnbull LLP partners, employees, consultants, trainees, work experience students and clients. Sexual harassment is unwanted conduct of a sexual nature which has the purpose or effect of violating a person's dignity or creating an intimidating, hostile, degrading, humiliating or offensive environment for them. Examples include unwanted touching, sexual comments or jokes, unwelcome sexual advances and sharing sexual images. A single incident may amount to sexual harassment; describing conduct as banter or saying that no offence was intended does not excuse it.

9. Modern Slavery

9.2. We expect our suppliers, contractors and other third parties with whom we conduct business to ensure that they treat their employees, and others that they do business with, with respect and dignity.

9.3. You must not discriminate on the basis of race, religion, ethnicity, disability, age, sexual orientation, political affiliation, gender or marital status.

9.4. You must protect your employees from harassment in the workplace including sexual, physical and psychological harassment.

10. Modern Slavery

10.1. You must ensure compliance with the provisions of the Modern Slavery Act 2015.

10.2. Preston Turnbull LLP will not enter into business with any organisation which knowingly supports or is found to involve itself in slavery, servitude and forced or compulsory labour.

11. Environment

10.3. You must ensure that slavery and/or human trafficking does not take place in your organisation, or within your own supply chains.

11.2. Our suppliers, contractors and third parties must ensure compliance with local environmental laws and regulations, including those relating to waste disposal, pollution, discharges and air emissions. You will hold all required environmental licenses and permits.

11.3. We expect you to commit to improve environmental practices, to minimise the environmental impact of your operations and to conserve natural resources.

11. Health & Safety

11.1. Our policy is to comply with applicable laws by taking all reasonably practical steps to safeguard the health and safety at work of our employees and anyone who visits our office(s).

11.2. We expect our suppliers, contractors and other third parties to ensure compliance with local health and safety laws and work towards safeguarding the health and safety of their employees.

12. Environment

12.1. Preston Turnbull LLP takes its responsibility for protecting the environment seriously and is committed to reducing its own environmental impact.

12.2. Our suppliers, contractors and third parties must ensure compliance with local environmental laws and regulations, including those relating to waste disposal, pollution, discharges and air emissions. You will hold all required environmental licences and permits.

12.3. We expect you to commit to improving environmental practices, minimising the environmental impact of your operations and conserving natural resources.

13. Monitoring and Review

13.1. Through supplying your services to Preston Turnbull LLP you confirm that you comply with our code of conduct. We may assess your compliance with this code at any time we have a business relationship with you, and any violations of this Code may lead to termination of our business relationship.

13.2. We will review this Code on a regular basis and will introduce revisions where necessary or appropriate. Our most up to date version of the code is available on our website www.preston-turnbull.com