

# Legal Notices

## About Evolve Servicing Limited

Evolve Servicing Limited is a limited company, registered in England and Wales with registration number 11042250. It's registered office is Eversheds House, 70 Great Bridgewater Street, Manchester, M1 5ES.

Evolve Servicing Limited is a subsidiary of Eversheds Sutherland (International) LLP. Eversheds Sutherland (International) LLP is part of a global legal practice, operating through various separate and distinct legal entities, under Eversheds Sutherland. For a full description of the Eversheds Sutherland structure and list of offices, please visit [www.eversheds-sutherland.com](http://www.eversheds-sutherland.com).

Evolve Servicing Limited does not provide legal services and is not regulated by the Solicitors Regulation Authority ("SRA"). Evolve Servicing Limited is authorised and regulated by the Financial Conduct Authority ("FCA") (FRN 815113).

Evolve Servicing Limited is registered for Value Added Tax or similar taxes in the United Kingdom (registration number GB820704559).

Evolve Servicing Limited has professional indemnity insurance. The Financial Ombudsman Service provides complaints and redress mechanisms which are available to clients if Evolve Servicing Limited is not able to resolve a complaint.

# Terms and Conditions

## General

These terms, as amended by us from time to time, set out the basis on which you may use this website and also provide information about the way we provide services. By using this website you are indicating your acceptance of these terms.

## Terms of Use

Where access to restricted parts of this site is subject to more specific terms, those terms apply instead of these Terms of Use.

Use of this website and/or communication by you through this website does not establish a client relationship. Any e-mail sent through this website is not confidential.

We cannot agree to maintain the confidentiality of communications sent through this website. Please do not send us any information about your matter unless and until a formal client relationship has been established.

If you wish to inquire into becoming a client of Evolve Servicing Limited, please request a personal contact. We will not consider any e-mail regarding new client representation other than a request for a personal contact.

## Reliance on Information posted

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Evolve Servicing Limited takes all reasonable care to ensure that the materials and information on this website are accurate and complete. However, they are provided for general information purposes only, not for the purpose of providing advice, and do not necessarily reflect the present law or regulations. No representation or warranty, express or implied, is made as to its accuracy or completeness and therefore the information on this website should not be relied upon. The information and materials are not intended to be comprehensive or to include advice on which you may rely.

Any views expressed at or through this website are the views of the individual author and may not reflect the views of Evolve Servicing Limited or any other individual.

All liability is excluded in respect of any loss or damage which may arise in connection with the use of or reliance upon any materials and information (including audio information) appearing on this website.

## Links

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Links from this site to any other website are provided for convenience only, and do not imply affiliation with or endorsement by Evolve Servicing Limited. Evolve Servicing Limited cannot be responsible for the protection and privacy of any information which users have provided while visiting such websites. Users should exercise caution and look at the privacy statement applicable to the website in question. Evolve Servicing Limited is not responsible for the content or operation of external websites that link to this site or which are linked from this site and disclaims all liability, howsoever occurring, in respect of the content or operation of any such external websites.

You may not create a link to this website from another website or document without our prior consent. To obtain such consent please contact [support@evolveservicing.com](mailto:support@evolveservicing.com).

## Anti-corruption

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Evolve Servicing Limited's approach to bribery and corruption is one of zero tolerance. All people within Evolve Servicing Limited are required to act honestly and with integrity at all times and must not offer or receive gifts and hospitality that could improperly influence, or be perceived to influence, business decision making. We will not directly or indirectly engage in bribery or corruption in any form.

Everyone in Evolve Servicing Limited is required to comply with relevant anti-bribery laws and regulations. We expect all our business partners to have similar policies which apply to all matters involving Evolve Servicing Limited or its clients.

## Governing Law

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Use of this website and the legal notices contained on the website shall be governed by and interpreted in accordance with the law of England and Wales and all parties submit to the exclusive jurisdiction of the courts of England and Wales.

## Privacy Policy

Please read our Privacy Policies which describe the ways in which we use and protect information that we obtain from you.

If you have any questions or need further information about our privacy practices please contact [support@evolveservicing.com](mailto:support@evolveservicing.com).

Evolve Servicing Limited is registered under the Data Protection Act 2018.

## Security

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The internet is not a secure medium, however, Evolve Servicing Limited is committed to ensuring that your information is secure. We have put in place suitable physical, electronic and procedural safeguards to secure information against loss, misuse, damage or modification and unauthorized access or disclosure. Where we use third parties to provide related services involving information you supply, we require them to meet appropriate security standards.

## Status of this Policy

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Your use constitutes acceptance of the terms of this policy as amended by us from time to time.

This policy form part of our website terms of use.

## Copyright

Copyright in the pages forming this website belongs to Evolve Servicing Limited unless otherwise stated. All rights are reserved.

You may print or download any material on this web site and retain a copy of it for your personal use or for the use of anyone in your organization.

Copies of materials from this site may be distributed to third parties for their personal use provided that:

- you do so free of charge;
- the content of the material and the copyright notices remain intact;
- you agree that the communication of the materials will not be misleading, inaccurate, used for any illegal purpose or in a manner that would bring us into disrepute;
- you inform the third party that these terms apply and the third party agrees to comply with these terms.

You will require our permission to make any other use of the material, including, in particular, its incorporation into any other electronic or hard copy document.

Copyright in some materials available on this website belong to third parties (Third Party Documents) and such materials have been produced on this website with the permission of the third party copyright owners. Unless otherwise specified you may not copy or distribute or otherwise make available or communicate to the public any part of a Third Party Document or use it for any commercial purpose.

# Useful information relating to Evolve Servicing Limited

## Money laundering

The law requires us in most cases to ask for evidence of identity.

Please note that we are subject to Money Laundering Regulations and as such we undertake a variety of checks to 'verify' our clients. Whilst we endeavour to keep these to a minimum there will be occasions where we are required to request personal documents such as Passports, Driving Licences and/or utility bills. In such circumstances we will discuss those requirements with you as soon as possible.

## Confidentiality undertakings to ensure your information is kept confidential and only processed in accordance with our instructions.

We will normally disclose to you all information material to your affairs and business regardless of the source of that information. However, we will not pass on to you any confidential information about the affairs of any other client.

## Inside information

If you are a traded company and are subject to the Disclosure and Transparency Rules issued by the United Kingdom's FCA (Financial Conduct Authority) or the EU Market Abuse Regulation ("MAR"), you agree to inform us, when you provide us with any information in relation to your company which you reasonably consider to be inside information, that it is inside information for the purposes of the Disclosure and Transparency Rules and the MAR.

Where requested to do so by you, we will make effective arrangement, having regard to any FCA guidance and the requirements of the MAR, to draw up and maintain an insider list in relation to your company and will provide you with a copy of such insider list as soon as possible on request. We will take such measures as are necessary to ensure that every person whose name is on the insider list acknowledges the legal and regulatory duties in relation to inside information (including dealing restrictions in relation to shares or other financial instruments of your company) and is aware of the sanctions for the misuse or improper circulation of inside information. If, during the course of acting for you, we engage a foreign law firm or another third party to act on your behalf or on your account, we will use our reasonable endeavours to ensure where necessary that the relevant third party agrees, in relation to inside information, substantially the same terms as are set out in this paragraph. In relation to third parties acting for you whom we have not engaged, we will assume that you have secured the necessary agreements in relation to inside information.

We reserve the right to charge you for these additional requirements in accordance with the normal arrangements we have with you.

## Financial Services Compensation Scheme

The Financial Services Compensation Scheme (the "FSCS") aims to provide eligible claimants, including individuals and small companies who deposit monies with an authorised deposit taking institution with some protection in the event that that institution collapses. Generally speaking larger businesses are excluded assistance by the FSCS although there are some limited exceptions to this.

The maximum level of compensation that can be awarded is £85,000 (EIGHTY FIVE THOUSAND POUNDS) but it is important to be aware that the £85,000 compensation limit applies to each depositor for the total of their deposits with the institution, regardless of how many accounts are held or whether the depositor is a single or joint account holder. This means that any personal monies held by depositor will be aggregated with any monies already deposited by us in the same institution on their behalf.

Please be aware that some deposit taking institutions may trade under several brands meaning that monies may in fact only be deposited with only one institution despite the use of various names. More information can be obtained from the deposit taking institution, the FSA or a financial advisor.

Should a deposit taking institution collapse we will contact that FSCS and provide them with details of all clients for whom money is held in the relevant account. In order to do this we will be required to obtain our clients consent and we will arrange to obtain this should it become necessary.

The FSCS is an independent body, set up under the Financial Services and Markets Act 2000 (FSMA). For further details please visit the Financial Services Compensation Scheme at <http://www.fscs.org.uk/>.

## Where do we hold client monies?

Funds held in connection with matters transacted by Evolve Servicing Limited are held with those clearing banks who are members of the Cheque and Credit Clearing Company Limited unless we are instructed otherwise. A list of its current members can be found on the **[Cheque and Credit Clearing Company's website](#)**.

The Cheque and Credit Clearing Company Limited is an independent body and Evolve Servicing Limited does not make any recommendation as to the suitability of any of the financial institutions listed. For further details please visit <http://www.chequeandcredit.co.uk/>.

## Approach to bribery and corruption

Evolve Servicing Limited's approach to bribery and corruption is one of zero tolerance. All people within Evolve Servicing Limited are required to act honestly and with integrity at all times and must not offer or receive gifts and hospitality that could improperly influence, or be perceived to influence, business decision making. We will not directly or indirectly engage in bribery or corruption in any form.

Everyone in Evolve Servicing Limited is required to comply with relevant anti-bribery laws and regulations, together with Evolve Servicing Limited's own Anti-Corruption and Gifts and Hospitality Policies. They contain clear guidelines and strict procedures for the prevention of bribery and corruption. We expect all our business partners to have similar policies which apply to all matters involving Evolve Servicing Limited or its clients.

Please contact our Head of Risk, **Nic Poole**, if there is any suspicion that there has been a breach of our policies.

# Complaints procedure

If you require any information about how to make a complaint about Evolve Servicing Limited or have any queries in relation to making a complaint please contact us by emailing [\*\*support@evolveservicing.com\*\*](mailto:support@evolveservicing.com) or writing to The Head of Compliance, Evolve Servicing Limited, Bridgewater Place, Water Lane, Leeds, LS11 5DR.