

TERMS OF BUSINESS

A Notary Public's main duty is to authenticate documents and facts for use within and outside England and Wales. A notary can also advise upon and draft documentation where required.

I am appointed by the Archbishop of Canterbury in accordance with the relevant Acts of Parliament. I am supervised by The Faculty Office, 1 The Sanctuary, Westminster, London SW1P 3JT.

I am normally available between 9am and 5pm Mondays to Fridays although I am usually happy to see clients outside of these hours and at weekends in an emergency and if I am available. All appointments must be pre-arranged to avoid inconvenience. Appointments are to be held at mutually convenient locations. If deemed appropriate, travelling time and parking fees will be charged to the client.

PROCEDURES

As a Notary it is my duty to ensure that the people appearing before me are properly identified and I normally require sight of each person's passport and one other item with their current address on (e.g. current driving licence or recent utility bill or bank statement dated within the previous 3 months). If these are not available then I will need to discuss what satisfactory evidence can be produced. All transactions by limited companies need to be supported by similar evidence of the identity of the appearing officers of the company and in most cases the relevant resolutions authorising the transaction. I make a search at the Companies Registry to check the status of the company and its officers. I can prepare the necessary resolutions if required.

I can prepare or assist with the preparation of documents if required but if they are to be used in another jurisdiction, I do not advise on the content or effect of the documents I am asked to authenticate and advice should be sought from competent advisers as to what transaction is being entered into (this frequently means obtaining advice from foreign lawyers acting for the appearors in the transaction). My duty is limited to ensuring that the appearors understand the nature, type and effect of the transaction they are entering into. This can present problems if the document is in a foreign language unless I am satisfied that the appearors totally understand the document. If I am asked to work in a foreign language which I do not understand sufficiently, I may have to ask for a translation or restrict my authentication.

I keep a record of all documents I authenticate and for this purpose I maintain a Register. Copies of my records can be made available for a fee to the parties to the transaction and to anyone else who can prove that they hold an interest in the matter. I may need to seek approval from my governing body before releasing copies or information about an Act or I may request a court order. Under the legislation relating to money laundering, some transactions may be reported to the Serious Organised Crime Agency.

LEGALISATION

Many countries wish to be sure that I am properly authorised to act as a Notary. This is done by a procedure call legalisation. For most countries this means applying to the Foreign Office Legalisation Office for an Apostille. Some countries require documents to be legalised by their consuls in addition to this. I can arrange legalisation via an agent but you may wish to deal with this yourself. Please see the FCO website for more details <https://www.gov.uk/get-document-legalised>. Please note that where an Agent is used for legalisation, additional fees are charged by the agent and these will be met by you. I do not routinely chase up documents that have been

sent on for legalisation. I will discuss the best options with you based on your timescales and costs requirements and I will provide you with an estimate of the time that it should ordinarily take to legalise your documents.

TERMS OF BUSINESS

1. Basis of the retainer

I contract only on the basis of these conditions with you, the Client.

2. Fees and Disbursements

I charge fees based on the time taken for the whole matter (including making the appointment travelling or waiting time and the time needed to make the record) at rates which are reviewed from time to time. I also charge out of pocket expenses, for example fees payable to the Foreign Office, Foreign Embassies or agents dealing with legalisation of documents or postage or courier charges. Travel expenses to and from appointments away from my usual place of business are charged half my usual hourly rate. My bill must be paid on presentation, and documents may not be released until it has been paid in cleared funds. My costs and expenses must be paid in cash, direct transfer, by debit/credit card or cheque.

I will provide a full quote for all work to be undertaken after I have had the opportunity of reviewing the paperwork concerned. However, my standard fee to Notarise a document, without dealing with legalisation, starts from £150.00

3. Postage

If I need to post documents to the Foreign and Commonwealth Office, Embassies, clients or agents, the documents will be sent by standard first class post unless otherwise instructed by the client. The client will be responsible for any additional postage costs over and above standard first class post. Please note that any documents posted by me on behalf of the Client are posted at the Client's risk. If a document is therefore lost in the post, the Client will be responsible for any costs and disbursements incurred in the preparation and completion of any new/replacement document required.

4. Client's money

I do not currently hold money on behalf of Clients.

If I am asked to hold client's money I will do so in accordance with the relevant Notaries' Practice and Accounts Rules paying interest when required to do so by the Rules. To comply with my obligations under the Criminal Justice Act 1993, the Proceeds of Crime Act 2002 and the Money Laundering Regulations 1993, 2001 and 2003. I reserve the right to ask for evidence of the source of any funds provided to me or involved in the transaction.

5. Verification of facts

Part of the notary's role is to check the facts in the documents he notarises for his clients, and this sometimes involves obtaining evidence or proof from sources independent of the Client. In this I need the Client's full co-operation. If I have to add disclaimers to the document to make it clear that there are facts which I have not been able to verify the document may become useless or of less benefit to the Client and I will not accept liability if this is the case.

6. Ceasing to act

I may consider that I ought to stop acting for the Client. For example, if the Client cannot give clear or proper instructions on how I am to proceed. I may decide to stop acting only with good reason, for example, if the matter on which I am instructed involves fraud or violence, or if the Client does not pay a bill.

7. **Storage of documents**

I will store without charge to the Client a copy of any notarial act for a period of 6 years from today. I will not always keep a full copy of the Client's own document but I reserve the right to do so. A charge will be levied for any requests for further copies of documents held by me.

8. **Limitation of liability**

I maintain professional indemnity insurance in the sum of **£1,000,000 (one million pounds)**. Save as provided under the Unfair Contract Terms Act 1977, my liability to the Client for any loss, injury or damage of any nature whatever whether direct or consequential, including without limitation in respect of negligence or breach of my duty to the Client, is hereby limited to such sum in respect of any one claim or a series of related claims. These terms of business and any disputes or claims arising out of or in connection with them and the provision of services to you are governed by and construed in accordance with the laws of England and Wales.

9. **Complaints Procedure**

My notarial practice is regulated by the Faculty Office of the Archbishop of Canterbury; The Faculty Office, 1, The Sanctuary, Westminster, London, SW1P 3JT, Telephone 020 7222 5381, Email Faculty.office@1thesanctuary.com, Website www.facultyoffice.org.uk, If you are dissatisfied about the service you have received please do not hesitate to contact me. If we are unable to resolve the matter you may then complain to the Notaries Society of which I am a member, who have a Complaints Procedure which is approved by the Faculty Office. This procedure is free to use and is designed to provide a quick resolution to any dispute. In that case please write (but do not enclose any original documents) with full details of your complaint to; The Secretary of The Notaries Society, Old Church Chambers, 23 Sandhill Road, St James, Northampton, NN5 5LH, Email secretary@thenotariessociety.org.uk, Tel : 01604 758908. If you have any difficulty in making a complaint in writing please do not hesitate to call the Notaries Society/the Faculty Office for assistance. Finally, even if you have your complaint considered under the Notaries Society Approved Complaints Procedure, you may at the end of that procedure, or after a period of 6 months from the date you first notified me that you were dissatisfied, make your complaint to the Legal Ombudsman*, if you are not happy with the result; Legal Ombudsman, P O Box 6806, Wolverhampton. WV1 9WJ, Tel : 0300 555 0333, Email enquiries@legalombudsman.org.uk, Website www.legalombudsman.org.uk. If you decide to make a complaint to the Legal Ombudsman you must refer your matter to the Legal Ombudsman within six months of receiving a final response to your complaint and six years from the date of act/omission; or three years from when you should reasonably have known there was cause for complaint (only if the act or omission took place more than six years ago). The act or omission, or when you should have reasonably known there was cause for complaint, must have been after 5th October 2010. *certain kinds of commercial entities are not eligible to make a complaint to the Legal Ombudsman – please refer to the Legal Ombudsman Scheme Rules or consult the Faculty Office.

10. **Data Protection**

You shall and you hereby agree to indemnify the Business and its affiliates and their officers, employees, agents and subcontractors (each an "Indemnified Party") from and against any claims, losses, demands, actions, liabilities, fines, penalties, reasonable expenses, damages and settlement amounts (including reasonable legal fees and costs) incurred by any Indemnified Party arising out of or in connection with any breach by you of the warranties included in paragraph 9 of The Data Protection Privacy Notice a copy of which has been mailed to you.

Your personal data will be processed in connection with notarial and associated services and related business activities. Please view our privacy notice (address below) for further information. If you provide services to our Notary Business you agree to comply with the data processing terms ("Terms") which can be accessed via the address below. Your attention is particularly drawn to clause 8 of the Terms. To the extent of any conflict, the Terms shall prevail over any services agreement or other agreement between you and our Notary Business in relation to the services.

11. Acceptance of these Terms

Your instructions (or (if relevant and as the case may be) your continuing instructions) will amount to your acceptance of these Terms of Business.