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TERMS OF BUSINESS

1. Your instructions

- 1.1 You will need to provide me with clear instructions.
- 1.2 You will provide me with a copy of any documents and instructions that have been produced for you before our appointment and will bring the originals to the appointment.

2. Price Information – My Fees

- 2.1 I will wherever possible provide you with a fixed fee for my work in advance of our appointment. Where this is not possible the fees will be calculated by reference to all relevant matters including the time needed to carry out the work, the value and importance of the matter, its complexity and the urgency.
- 2.2 The minimum fee payable is £105.00 and my standard hourly rate is £350.00 per hour charged in units of 1/10 of an hour and rounded up to the closest increment (eg 17 minutes of time will be rounded up to 18 minutes which is 3 units) travel is charged at £175 per hour.
- 2.3 If I act as a commissioner for oaths you will be charged the statutory fee of £5.00 per person per document and £2.00 per exhibit per person per document for all documents in addition to any notarial fee that is charged.
- 2.4 All fees are excluding disbursements (payments made on your behalf to third parties such as but not limited to payments made to the Foreign and Common Wealth Office, Post Office, Agents, Couriers etc).
- 2.5 Fees are payable in advance and no later than at the appointment where you, I or we sign your documents.
- 2.6 I reserve the right to retain any documents until I have been paid the full amount of any Fees that are due.
- 2.7 The fees will need to include payment for any preparatory and drafting work, correspondence, meetings and attendances, travel, administration, record keeping and any other relevant matters.
- 2.8 If your instructions are terminated at any time and for any reason, fees will be payable for all work undertaken up to the time of such termination.

3. Price Information - Disbursements

- 3.1 If there are fees to pay to third parties and you request me to deal with these on your behalf, you will need to pay me the relevant amounts in advance.
- 3.2 This might include, for example, the fee payable for legalisation or to obtain an apostille; if I use an agent or incur other costs in relation to these services, you will be responsible for those amounts also



4. Service Information - Why and When Will I Need a Notary Public?

- 4.1. If you are working, marrying, buying property or transacting business overseas you are likely to need a Notary Public to provide one or more of the following services - certify your eligibility to marry, certify your ID papers, attest powers of attorney, attest oaths, affidavits, statements and declarations, certify contracts and tenders for your business, help to grant permission for a child to travel without his/her legal guardian, assist in the purchase of property, certify a translation of your documents in to another language, obtain Consular legalisation or obtain Apostille.
- 4.2 The list services is non-exhaustive and the requirement for a Notary Public is becoming more common as people and businesses move between nations more freely.
- 4.3 Some tasks, such as simple certifications that do not require apostille, can be carried out on the day of our meeting. For other tasks that are more complicated, I will aim to complete them within 5 working days of our meeting. If your documents require apostille and/or consular legalisation and/or third party services such as authentication then this can take longer and a timescale will be provided on a case by case basis at the outset and before I begin work

5. Quality of service

- 5.1 I aim to provide a good and efficient service in all cases. I shall endeavour to return all telephone calls and emails received within 48 hours and post within 5 working days (subject to weekends, bank holiday, illness and annual leave)

6. Complaint Information and Procedure

- 6.1 My notarial practice is regulated through the Faculty Office of the Archbishop of Canterbury: The Faculty Office, 1 The Sanctuary, Westminster, London SW1P 3JT Tel: 020 7222 5381 Email: facultyoffice@1thesanctuary.com Website: www.facultyoffice.org.uk
- 6.2 If you are dissatisfied about the service you have received please do not hesitate to contact me.
- 6.3 If I am 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.
- 6.4 In that case please write (but do not enclose any original documents) with full details of your complaints to The Secretary of The Notaries Society, P O Box 876, Chichester PO19 9ZH email: secretary@thenotariessociety.org.uk. If you have any difficulty in making a complaint in writing please do not hesitate to call The Notary Society/The Faculty Office for assistance.
- 6.5 Finally, even if you have your complaint considered under The Notaries Society's Approved Complaints Procedure, you may at the end of that procedure, or after a period of eight weeks 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, PO Box 6806, Wolverhampton WV1 9WJ Tel: 0300 555 0333 Email: enquiries@legalombudsman.org.uk Website: www.legalombudsman.org.uk
- 6.6 If you decide to make a complaint to the Legal Ombudsman you must refer your matter to the Legal Ombudsman within one year from the act/omission or within one year from when you should reasonably have known there was cause for complaint.



7. Redress Information – Insurance and Notaries Fidelity Cover

- 7.1 I maintain professional indemnity Insurance in the sum of £5,000,000. My liability to any single client for claims, loss, injury, damage or other suffered of whatever nature and by whatever cause, subject to the Unfair Contract Terms Act 1977 is limited to £1,000,000 in respect of any individual transaction or linked series of claims relating to a single transaction.
- 7.2 I am also a member of the Notaries Guarantee Scheme.

8. Regulatory Information

- 8.1 My notarial practice is regulated pursuant to the Legal Services Act 2007 by the Master of the Faculties through the Faculty Office of the Archbishop of Canterbury

9. Communications

- 9.1 I use email for communications wherever possible. If you provide me with your email address you will be deemed to have consented to this.

10. Termination

- 10.1 You may terminate my retainer at any time.
- 10.2 I may terminate my retainer or decline to act any further if you do not comply with these terms of business or if a conflict of interest arises that prevents me from acting under the professional rules that I have to comply with.

11. Anti-Money Laundering compliance

- 11.1 I am required to comply with all relevant legislation and regulations including the anti-money laundering laws.
- 11.2 You will be required to provide me with sufficient and appropriate evidence of your identity. By giving me your instructions you consent to me copying your passport and other identification documents and retaining them as required.
- 11.3 By instructing me you consent to me carrying out an electronic ID check with TransUnion Information Group One Park Lane Leeds LS3 1EP UK and I understand that this will not affect my credit rating but will leave a “footprint” showing that an ID check was carried out.

12. Responsibility and limitations on liability

- 12.1 I will not provide you with legal advice; my role is that of Notary Public, not Solicitor.
- 12.2 I shall have no liability in relation to the actions or omissions of others, including postal services and couriers, agents, government bodies and agencies and your own advisors.
- 12.3 The maximum amount of my liability to you shall not exceed £1,000,000.
- 12.4 My retainer is with you and only you; no third party shall have any rights in respect of it.
- 12.5 I shall have no liability for any loss of profit, revenue, goodwill or data or for any indirect or consequential loss.

13. Confidentiality, Records and Data Protection

- 13.1 I will respect the confidentiality of the information you provide. However, some authorities and other bodies have the right to require me to disclose information to them and I will have to comply with those rights.
- 13.2 I am required to keep records of the work I carry out for you.
- 13.3 I will use your personal data only in connection with the provision of notarial services and will not pass it to any other person.



13. Use of Technology, Devices and Artificial Intelligence

13.1 To the extent that I use any automated decision-making technology, including artificial intelligence, in the course of my services, I do not rely upon the same without human intervention.

13.2 Before using any new technology including artificial intelligence, I carry out an appropriate risk assessment to ensure that your rights are not adversely affected by the same.

14. Law and Jurisdiction

14.1 These terms of business and the relationship between us will be governed by English law.

14.2 We agree that the courts of England shall have exclusive jurisdiction in all matters relating to these terms of business and our relationship including contractual and non-contractual matters

Documents in Transit - Methods and Limitation of Liability

1. Draft documents will be sent to you or your agent by email or standard post. All executed documents will be sent by secure post – usually but not limited to Royal Mail Recorded or Special Delivery or by a private courier (such as DPD, DHL or FEDEX). I shall, wherever possible, anticipate this expense at the time of providing you with my costing (if required), however this may not always be possible. Please note that you, as my client, will be responsible for meeting the costs of postage and secure delivery. The documents will only be insured for the standard amount for paper offered by the postage or courier service used. All documents are posted or handed to a courier at your risk and I do not accept any liability whatsoever for documents entrusted to postal or courier services that subsequently results in failed delivery, loss, late collection and/or late delivery regardless of who commissioned the postal or courier service and regardless of the extent of the loss. Whilst I am always happy to provide replacement documents and oversee execution etc, you, as my client, will be responsible for the cost of replacement which will usually be the full cost of repeating the exercise.

Privacy Notice

PLEASE NOTE: 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 paragraphs 8 & 9 of my Data Protection Privacy Notice.



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