



TERMS AND OF BUSINESS

This page sets out the terms upon which I will act on your behalf as an independent Notary. Please sign at the end of this document and return to me to confirm your understanding and acceptance of these terms.

Hours of business

1. My office hours are normally 09:30 – 16:30 Monday to Friday. In appropriate cases I can arrange to see you outside my usual office hours and away from the office. In such cases I would charge a reasonable fee for travel time, cost of travel and any other expenses incurred (for example hotel stay required due to complexity of the transaction).

Responsibility

2. A Notary's first duty is to the transaction as a whole, the international duty of a Notary involves a high standard of care not only towards the client but also to anyone else who may rely on the document and to Governments and officials of other countries. Great care is essential at every stage to minimise the risks of errors, omissions, alterations, fraud, forgery, money laundering, the use of false identity and so on. Unless otherwise agreed in writing, a Notary's responsibility is limited to the Notarial formalities required and does not extend to advice on drafting of documentation or in relation to substantive legal input on the matter under consideration. I do not give foreign law advice.

Instructions

3. Please supply clear instructions, including all relevant background information, at the outset and as the matter continues. Companies should nominate one individual who is authorised to give instructions on the Company's behalf in relation to each matter. It would be helpful if you could let me have a copy of the document to be notarised in advance of our meeting, preferably by e-mail. Frequently the document will be notarised at the request of foreign lawyers. Any instructions or requirements (either email or written) sent to you by them should also be supplied.

Proof of Identity

4. Identification of individuals and proof of residential address is required, this is usually by way of an original passport or UK (photo) driving licence and a recent utility bill or a bank statement. Exceptionally other proof may be acceptable.

IF you act on behalf of a company, I will need to establish that it exists and that the signatory has authority to represent it. I generally conduct my own checks at Companies House. I may in some cases ask you to produce a certificate of incorporation, good standing certificate or other similar evidence and resolution authorising the proposed signatory to bind the company.

Fees and Invoices

5. I will discuss fees in advance when I know the nature and complexity of the transaction you require. As explained in (1) above I reserve the right to vary these fees in respect of extremely urgent or complex work or work done outside of normal office hours.

6. Fees are always due for settlement prior to release of completed documentation. Invoices are delivered for all work carried out and disbursements incurred during the conduct of the matter. Invoices must be settled immediately.
7. Any queries concerning an invoice should be raised immediately upon receipt. In the event of payment not being made as requested, I reserve the right to decline to act any further on behalf of you and/or to exercise a lien on any papers or documents of yours which are in my possession, until payment has been made in full.
8. Where by prior arrangement invoices are not to be settled immediately on presentation the invoices must be settled within 7 days or, if requested, immediately if further work on the matter is required. In the event of payment not being made as requested, I reserve the right to decline to act any further on your behalf.

Disbursements

9. You are responsible for all payments which I make on your behalf, typical examples are legalisation fees paid to the Foreign, Commonwealth and Development Office (FCDO) and/or Embassy, legalisation agents fees, company register fees, courier fees and special delivery postage charges. However I shall not incur these expenses without first obtaining your consent to do so.

Liability for payment of fees

10. Where you request that an invoice is to be paid by a third party on your behalf (and such third party has provided confirmation of their willingness to pay my notarial fees) and such third party does not pay the invoice within 7 days of issue of the invoice, you as the instructing client will become liable to discharge that invoice.
11. Where I accept instructions from a limited company, I may require personal guarantees in relation to its fees and disbursements from appropriate directors or shareholders (or other individuals or companies) at any stage in the transaction.
12. Where the person instructing me does so on behalf of two or more persons, each of those persons shall be jointly and severally liable to me for the obligations imposed by these terms.

Preparation of documentation

13. If I am needed to prepare some or all of the documentation then more than one appointment may be required to finalise the matter

Legalisation and onward transmission of documents

14. Where you ask me to arrange legalisation at the FCDO and if appropriate to the country of destination at their Consulate, my role is limited to submitting the document to the Foreign Office or Consulate. I sometimes use agents for both these processes and when I do so my obligation is limited to selecting a competent agent to perform the work. Neither they nor I can promise completion of any legalisation within a particular period of time and any time estimates are exactly that and do not guarantee that the work will be completed within that time. The speed at which the FCDO and a consulate works is outside my control and that of my agents.
15. Where I am asked to arrange legalisation the price charged will be to make the arrangements and forward the documents as necessary using a postal service. It is not part of either my role or that of

my agents to chase the FCDO or consulate for return of the documents. Likewise, I cannot pursue postal or courier services for delayed delivery and any assistance in the case of lost documents will be at my discretion. Agents will collect documents from a consulate and take them to their office for onward transmission as previously agreed. They cannot hand deliver to other addresses.

Termination of instructions or retainer

16. You may terminate your instructions to me at any time but you may be charged for any work done to date, based on my hourly rate which is £300 + VAT. In the event of payment not being made for an invoice or on account as requested, or in the event of your insolvency or if a conflict of interest becomes apparent or if you fail to instruct me properly, I may decline to act any further on your behalf.

Consumer Cooling Off Cancellation Period – Consumer Contracts Regulations 2013 (CCR)

17. Where the CCR applies (typically where you are an individual consumer and my contract with you was concluded either at or following a meeting with you or by a form of distance communication) you have a cancellation period of 14 days after the date you sign my retainer letter or on the date on which you continue to give me instructions, whichever is earlier.

You can cancel your contract within the cancellation period by giving me a clear statement and I will reimburse all payments received from you by the same method that you used, at no cost to you, without undue delay, and not later than 14 days after the day on which you inform me of the cancellation.

18. If you ask me to begin work during the cancellation period, you can still cancel but you must pay me an amount in proportion to the work which I have performed and this proportion will not be reimbursed to you.

Money Laundering Compliance

19. I operate money laundering reporting procedures as required by law whereby, in the event of any suspicion of money laundering, information will be revealed to the appropriate authorities. I may be obliged to do this without informing you in advance.
20. At each meeting you will be asked to produce a current passport to confirm your identity as well as evidence of your residential address (utility bill or bank statement less than three months old will serve for this purpose). If you are signing the document in your capacity as a director or as a company secretary of a company I will require evidence of your status to act. This can be achieved either by my undertaking a company search (for which you will be charged any Companies House fees) or by you providing a copy of the company's statutory books and a copy of the latest filed annual return.

Limitations on Liability

21. I carry professional indemnity liability cover of £1 million pounds which is level of cover specified by the Master of the Faculty. I limit the level of my liability to you to £10,000, unless you are injured or die as a result of my negligence, in which case my liability is without limit.
22. No liability for loss (including, but not limited to, damages, costs and interest) to you or other parties, whether in contract, tort (including negligence) or otherwise will be accepted by me in relation to any matter in excess of £10,000.

23. The amount of any liability is to be reduced so far as may be appropriate to take account of the degree of responsibility of any other professional or other advisers whom you have consulted in relation to the matter as if I had successfully claimed contribution from them under the Civil Liability (Contribution) Act 1978 paying no regard for any limitation agreed between you and such advisor, and assuming they had the resources to meet the same, provided however that I shall not be obliged to make or pursue any such claim for contribution.
24. No liability whatsoever will be accepted by on my part in relation to any loss, damage or liability whatsoever caused directly or indirectly to any party other than the person/organisation for whom I have agreed to act in connection with the relevant matter. No third party shall have any right to enforce any contract by me to provide advice or services or to rely upon any advice given or opinion expressed by or on behalf of me. The application of any legislation conferring on third parties contractual or other rights, including the Contract (Rights of Third Parties Act) 1999 shall be excluded insofar as permitted by law.
25. In any event, no liability whatsoever will be accepted on my part where such liability either arises from any instructions or information given by you or by any third party being incomplete, inaccurate or incorrect; or where such liability is for indirect, economic or consequential loss or damage, costs, expenses or other claims for consequential compensation whatsoever or howsoever caused which rise out of or in connection with the services provided by me or for loss of profit, loss of business, loss of data, depletion of goodwill or loss occurring in the normal course of business or otherwise. If I or any employee, agent or sub-contractor incur any liability of any kind (including reasonable legal fees and costs) as a result of any such incomplete, inaccurate or incorrect information or instructions from you or any third party you agree to fully indemnify me, my employee and any agent or sub-contractor accordingly.
26. All searches of the Register of Companies carried out by me are effected using the Companies House online service. To the extent that the Registrar or other provider does not accept responsibility for any inaccuracies or omissions arising from use of the online services, I accept no responsibility or liability arising from reliance upon the results of such searches if they should subsequently be found to be inaccurate or incomplete.
27. Where I agree to send documents on to third parties on your behalf I will use either first class, special delivery, signed for, or international courier, depending on the value of the documents and their country of destination. I am not liable for any incorrect delivery of documents due to the failure to deliver of any postal service or courier company.
28. No liability will be accepted for any claim first brought outside the United Kingdom.
29. These limitations will apply notwithstanding any express or implied term of business or any collateral agreement or warranty, whether express or implied.

E-mail Correspondence

30. I use email wherever possible. Where you have provided me with an email address, e.g., by sending an email, I will assume that I may use that address for the sending of unencrypted, sensitive or confidential correspondence or documents to you. I may also, during the course of a matter, send unencrypted, sensitive or confidential information to other persons involved, unless specifically requested by them or you not to do so. All emails sent by me and attachments thereto should be scanned for viruses by the recipient.

Confidentiality

31. I attach great importance to dealing with your affairs in strict confidence. However, the professional body regulating Notarial Practice has rights of inspection to ensure good practice and conduct. Also, by the Notarial Practice Rules any person with sufficient interest may request and be supplied with a copy of any notarial act.

Force Majeure

32. I will not be liable for any loss or damage arising as a direct or indirect result of the supply of services being prevented, hindered, delayed or rendered uneconomic by reason of circumstances beyond my control, including but not limited to Act of God, war, riot, strike, lock out, trade dispute / labour disturbance, accident, breakdown of machinery, fire, flood, storm, or difficulty or increased expense in obtaining information or services of any description.

Foreign Law

33. I do not advise on foreign law but act solely in an evidential, authentication capacity. If you ask me to draft a document for use abroad then I give no warranty that the document will be accepted in the receiving jurisdiction. I will where possible liaise with any foreign lawyer you have instructed and will rely on them to advise on the correct form of the document and on any formalities attaching to signing or other form of execution.

Translations

34. If neither you nor I understand the document I will seek a translation sufficient to understand the nature of what you are signing. This includes cases where the document is in two languages as there can be no certainty that one is an accurate reflection of the other. I will discuss likely fees with you for this in advance.
35. Written Translations: If the document is in a foreign language which you or I do not understand sufficiently, a translation may be required. If I obtained a formal translation, this would incur an additional fee and I would provide you with details of this. If you obtained a professional translation, the translator should add his/her name, address, relevant qualification, and a certificate stating: *"Document X is a true and complete translation of document Y, to which this translation is attached."*
36. If our native languages do not match and understanding is impaired between us the services of a professional translator will be required, due to the independence required for notarial acts, business associates or family members will not be acceptable. If a translator is obtained these fees will be passed on to you.

Data Protection

37. I am required to comply with current data protection acts and subsequent legislation and I am registered with the Information Commissioner's Office (registration number ZB237473). I am also required to maintain personal data for regulatory and insurance purposes for a period of time after conclusion of provision of services to you. Some clients' files (and personal data therein) may occasionally be made available on a confidential basis to an external quality assessor or auditor. I reserve the right to carry out such credit or other searches in respect of you as considered appropriate.

Governing Law and Jurisdiction

38. The terms and conditions of our arrangement and the provision of these Terms of Business shall be governed by English law shall be subject to the exclusive jurisdiction of the English courts in the case of any dispute. If any provision of these terms is held by any court or other competent authority to be void or unenforceable in whole or part, these terms shall continue to be valid as to the other provisions and the remainder of the affected provision.

Diversity and Equality

39. I am committed to promoting equality and diversity in all of my dealings with clients and third parties

General

40. As a notary I will meet clients at an agreed location. I may use other facilities where necessary and on making an appointment I will provide you with full details of where the appointment will take place.
41. Under the Notary Practice Rules 2019 I am requested to keep a copy of all documents I notarise. I maintain a register of names and addresses of my clients as well as fees charged and details of the notarial act, but this information is maintained by me and is not passed to any third party. In instructing me you consent to me storing this personal information for a minimum of 12 years. I am required to keep indefinitely copies of acts in Public Form, otherwise known as Authentic Acts. You also consent to me supplying a copy of any document I notarise to any third party who has a legitimate interest in receiving it. Where you have asked me to confirm ID by certifying copy documents then you consent to me verifying my certification to any third party to whom the certified documents have been or appear to have been produced.

This information is kept strictly in line with the relevant data protection policies in force at the time.

42. On my death or on ceasing to practice all my notarial records will be passed to a successor notary. I am registered with the Office of the Information Commissioner.

Statement of Required Information

43. My notarial practice is regulated through the Faculty Office of the Archbishop of Canterbury

44. The Faculty Office may be contacted in writing at;

1, The Sanctuary, Westminster, London, SW19 3JT

Via email to faculty.office@1thesanctuary.com

Through their website www.facultyoffice.org.uk

or on the telephone using number 020 7222 5381

45. If you are dissatisfied about the service you have received please do not hesitate to contact me.
46. 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.

47. In that case please write (but do not enclose any original documents) with full details of your complaint to:

Secretary of the Notaries Society, PO Box 7655, Milton Keynes, MK11 9NR

Or via email to secretary@thenotariessociety.org.uk

48. If you have any difficulty making a complaint in writing, please do not hesitate to call The Notaries Society/Faculty Office for assistance.

49. 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 six months from the date you first notified me that you were dissatisfied, make your complaint direct to the Legal Ombudsman if you are not happy with the result at;

Legal Ombudsman, PO Box 6806, Wolverhampton, WV1 9WJ

via email to enquiries@legalombudsman.org.uk

through their website www.legalombudsman.org.uk

or on the telephone with number 0300 555 0333

50. If you decide to make a complaint to the Legal Ombudsman, you must refer the matter to the Legal Ombudsman;

- within six months from the conclusion of the complaint procedure;
- six years from the date of the act/omission; or
- three years from the date when you should reasonably have known there was a 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 a 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.

By instructing Phillip Jones Notary Public to provide notarial services, it shall be deemed as acceptance of the above Terms of Business.