

## **TERMS OF BUSINESS**

### **Guide to Notarial Services**

The following notes are for the assistance and guidance of clients.

#### **1. Notarial Fees**

Please enquire for full details of our charges. As indicated in our Terms of Business these charges may be subject to variation.

#### **2. Notarial Responsibilities**

Notarial acts require a high standard of care, as reliance on such acts is made by clients, third parties and foreign governments and officials. The Notary has a responsibility to protect against error, omission, alterations, fraud and forgery.

Notarial acts are not rubber stamping exercises and the requirements of accuracy and validity cannot be overridden by urgency or expense.

Unless otherwise agreed in writing Notarial responsibility is limited to the Notarial formalities and does not extend to advice on or drafting of documentation or on the matter under consideration.

#### **3. Proof and Identification**

In order to meet the high standard of Notarial acts, the Notary is required to obtain proof (to his discretion and satisfaction), of identity, any represented legal capacity and authority, clients understanding of documentation, interpretation/or translation into or from other languages, effectiveness of documentation, validity, signature and witnessing, observance of required formalities both in England and abroad, and the requirements of the Foreign and Commonwealth Office and/or any relevant consular or similar authorities.

In the case of individuals, proof may be required, with production of appropriate certificates where applicable, of birth, baptism, marriage, divorce, deed poll on change of name, or statutory declaration. Identification of individuals will be required.

Individuals should produce a current passport or, in exceptional cases, other proof of similar validity and reliability, which may include identification by third parties known both to the individual and to the Notary.

In the case of companies, details of the proof and information required, depending on the circumstances and service required, should be discussed in advance with the Notary. Notarial attendance at a company board meeting may be required in some cases. This may be arranged at our offices if required.

Company searches may be required in support or proof of certain corporate acts. It is required that these are obtained direct from Companies House by the Notary, at the cost

of the client. Time should be allowed to obtain these in advance of any personal attendance.

British Foreign and Commonwealth Office endorsement (and/or the endorsements of the relevant High Commission/Embassy/Consulate of the country in which it is proposed to use the document the subject of a Notarial Act), is required in some cases for use abroad, as an additional authentication to notarised documents. This is usually obtained by the Notary at the expense of the client and is usually applied for by post. In urgent cases clients may have to attend in person or incur despatch/courier charges.

#### **4. Documentation**

Preparation of documentation for Notarial action is formal and prior preparation of documents or draft documents may be required.

Early discussion of outline requirements with the Notary is advised.

Time, expense, and error, may be saved if clients, or their advisors, provide, in advance of any personal consultation, the originals or exact and complete photocopies of:-

- all documents to be notarised
- covering correspondence or forms of instructions from the country to which the documentation is to be provided that relate to that act
- client identification evidence

Copies of documents produced ancillary to or in support of Notarial acts may be required for retention, as will copies or original duplicates of Notarial acts, to form part of the required Notarial register/record.

Documents to be notarised should not be bound, as the Notary may have to re-bind them with a covering Notarial Certificate.

Translations may be required of documents before and/or after or as part of a Notarial act. The Notary can usually arrange or advise on this aspect if required.

#### **5. Consultation**

An initial appointment and an appointment to finalise the Notarial act may be required, particularly if documentation has to be prepared in formal style.

Personal attendance at our office will usually be required to ensure all necessary secretarial facilities are available. However, in exceptional cases, attendance arrangements out of the office can be made.

Travelling and travelling time will incur additional expense to the client.

#### **6. Data Protection Act**

Details of clients of the practice and matter references will be stored on the computer for archive and retrieval purposes and may be used to mail client communications.

## **Terms of Business**

### **1. Instructions**

Clients are asked to supply clear instructions, including all relevant background information, at the outset and as the matter continues. Company clients should nominate one individual who is authorised to give instructions on the company's behalf in relation to each matter. Reference should be made to the Notes for Guidance.

### **2. Basis of Charging**

Cost rate £295 per hour (£185 minimum fee).

Fees are assessed mainly by reference to the time spent on the matter, on the basis of an hourly charging rate. Details of the hourly rates applicable to any particular matter are available on request. Rates are reviewed from time to time.

In accordance with Notarial practice guidelines, (which stipulate that fees should be fair and reasonable having regard to all the circumstances of the case), our fees may also include an additional element reflecting other factors including value, importance, speed, complexity or special skills.

If instructions are terminated for any reason, a charge will be made for all work carried out to date. Separate charges are made for any disbursements or expenses incurred on behalf of clients.

Costs include preparatory and drafting work, correspondence and attendance. The Notarial practice is not registered for Value Added Tax and expenses and disbursements will be charged gross.

### **3. Estimates**

Except in the most routine cases, it is difficult to estimate how many hours of work will be required to complete a matter, bearing in mind the variety of circumstances that may arise. However, guidance as to likely costs will be given, where possible, on request. Any estimates given will be based on the information available to the firm at the time and, although given in good faith, will not be binding. Variations in the instructions given, including requests for additional work or unexpected developments and/or inexperience or lack of co-operation on the part of other parties or their advisers may increase costs.

### **4. Insurance cover**

Clients should ascertain whether they are covered by any relevant insurance in respect of either liability or legal expenses. If so, they should inform the firm and notify the insurers of the possible claim and of the firm's involvement as soon as possible. Insurance policies commonly provide that a delay in informing the insurers of a potential claim on the policy invalidates the insurance policy.

## **5. Funds on Account**

We reserve the right to ask for money to be paid on account of work to be done, disbursements to be made or expenses to be incurred. Such funds are held in our Client Account until such time as an invoice is submitted or a payment made on a client's behalf. Credits to the firm's client account should be made in sufficient time to allow for bank clearance before they are required.

## **6. Invoices**

Fees are normally due for settlement on completion of work and prior to release of completed documentation.

Invoices are delivered where required for work carried out, expenses incurred and disbursements made during the conduct of a matter.

Invoices must be settled within 7 days or, if requested, immediately if further work on the matter is required. Any queries concerning an invoice should be raised immediately upon receipt.

In the event of payment not being made as requested, we reserve the right to decline to act any further on behalf of the client and/or to exercise a lien on any papers or documents of the client which are in our possession, until payment has been made.

Interest is chargeable from the date of the invoice on invoices outstanding for more than 7 days at 4% per annum above the Base Rate from time to time in force of Nat West Bank Plc.

## **7. Termination of retainer**

The client may terminate instructions to the firm in writing at any time. In the event of payment not being made for an invoice or on account as requested, or in the event of the client's insolvency or if a conflict of interest becomes apparent or if the client fails to instruct the firm properly, the firm may decline to act any further on behalf of the client. The firm may exercise the lien that arises on any papers, documents, money or securities of the client which are in the firm's possession until payment for any outstanding charges has been made. In contentious matters the firm may apply at any time to have its name removed from the court record.

## **8. Liability for Payment**

Where a client requests that an invoice is to be paid by a third party on behalf of a client and such third party does not pay the invoice within 7 days of issue of invoice the instructing client will immediately be liable to discharge the invoice.

Where the firm accepts instructions from a limited company, the firm 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 or proceedings unless the company has deposited sufficient funds on account as described in 5 above. Where the person instructing the firm does so on behalf of two or more persons,

each of those persons shall be jointly and severally liable to the firm for the obligations on the client imposed by these Terms.

## 9. Quality of Service

It is our aim to provide a good service to clients. Any client who has cause for dissatisfaction or complaint should immediately notify Nicholas Cook.

The notarial practice is regulated by the Faculty Office of the Archbishop of Canterbury.

The Faculty Office  
1, The Sanctuary  
Westminster  
London  
SW1P 3JT

Email [Faculty.office@1thesanctuary.com](mailto:Faculty.office@1thesanctuary.com)

Website [www.facultyoffice.org.uk](http://www.facultyoffice.org.uk)

If you have any complaints about our work please do not hesitate to contact Nicholas Cook, and if the matter cannot be immediately resolved he will refer your complaint to the Notaries Society of which he is a member, who have a Complaints Procedure which is approved by the Faculty Office.

Alternatively, you can complain to the Notaries Society direct. 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 Dandhill Road  
St James  
Northampton NN5 5LH  
Email [secretary@thenotariessociety.org.uk](mailto:secretary@thenotariessociety.org.uk)

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 eight weeks from the date of making the complaint to us, make your complaint direct to the Legal Ombudsman (whose contact details are set out below) if the matter has not been resolved to your satisfaction:

Legal Ombudsman  
Baskerville House, Centenary Square  
Broad Street, Birmingham B1 2ND  
Tel: 0300 555 0333  
Or [enquiries@legalombudsman.org.uk](mailto:enquiries@legalombudsman.org.uk)  
Website [www.legalombudsman.org.uk](http://www.legalombudsman.org.uk)

## 10. Data Protection

The firm complies with the Data Protection Act 1998. Clients' personal data may be used and disclosed by the firm to third parties in the course of providing services to the

client, and marketing those and other services provided by the firm to the client (e.g. seminar invitations and newsletters) and for regulatory purposes. The firm is required to maintain personal data for regulatory and insurance purposes provided by the firm for a period of time after conclusion of provision of services to the client. If a client does not wish personal data to be used for marketing purposes as mentioned above, the client should notify any partner of the firm in writing. Some clients' files (and personal data therein) may occasionally be made available on a confidential basis to an external quality assessor or auditor. The firm will be entitled to carry out such credit or other searches in respect of clients as it considers appropriate.

#### **11. E-mail**

It is the policy of the firm to use e-mail wherever possible. Where a client has provided us with an e-mail address, eg, by sending the firm an e-mail, the firm will assume that it may use that address for the sending of unencrypted sensitive or confidential correspondence or documents to the client. We may also, during the course of a matter, send unencrypted sensitive or confidential information to other persons involved, unless specifically requested by them or the client not to do so. All e-mails sent by the firm and attachments thereto should be scanned for viruses by the recipient.

#### **12. Money laundering compliance**

The firm operates a money-laundering reporting procedure as required by law whereby, in the event of any suspicion as to money laundering, information will be revealed to the appropriate authorities. All payments to the firm's client account must be made via a UK clearing bank. Cash payments will not be accepted. Clients will be required to provide satisfactory proof of identity and full details of the source and proposed destination of funds. Pending this, funds may be frozen and the firm will not accept any responsibility for loss or delay caused by the failure of clients to provide such information promptly.

#### **13. Professional Indemnity, limitations on liability**

13.1 No liability for loss (including, but not limited to, damages, costs and interest) to clients or other parties, whether in contract, tort (including negligence) or otherwise will be accepted by the firm, its partners, agents or staff in relation to any matter in the absence of specific written agreement to the contrary referring to this term and signed by the principal of the firm in excess of the lower of:

13.1.1 The sum of £1,000,000 for any one claim

13.1.2 The amount of the firm's professional indemnity insurance cover from time to time. The present cover is for not less than £1,000,000. Specific cover for higher limits may be obtainable in certain circumstances at the expense of the client.

13.2 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 the client has consulted in relation to the matter as if the firm had successfully claimed contribution from them under the Civil Liability (Contribution) Act 1978 taking no regard for any limitation agreed between the client and such advisor, and they had the resources to meet the same, provided

that the firm shall not be obliged to make or pursue any such claim for contribution.

- 13.3 No liability whatsoever will be accepted on the part of the firm, its partners, agents or staff in relation to any loss, damage or liability whatsoever caused directly or indirectly to any party other than the client for whom the firm has agreed to act in connection with the relevant matter. No third party shall have any right to enforce any contract by the firm to provide advice or services or to rely upon any advice given or opinion expressed by or on behalf of the firm. 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.
- 13.4 In any event, no liability whatsoever will be accepted on the part of the firm, its principal, agents or staff where such liability either arises from any instructions or information given by the client or by any third party being incomplete, inaccurate or incorrect; or where such liability is for any indirect, economic or consequential loss or damage, costs, expenses or other claims for consequential compensation whatsoever or howsoever caused which arise out of or in connection with the services provided by the firm 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.
- 13.5 All searches of the Register of Companies carried out by the firm are made using the Registrar of Companies' on line service. To the extent that the Registrar does not accept responsibility for any inaccuracies or omissions arising from use of the on line service, the firm accepts no responsibility or liability arising from reliance upon the results of such searches, if they should subsequently be found to be inaccurate or incomplete.

These limitations will apply notwithstanding any express or implied term of business or any collateral agreement or warranty, whether express or implied.

#### **14. Force majeure**

The firm 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 the firm's control, including but not limited to Act of God, war, riot, strike, lock out, trade dispute or labour disturbance, accident, breakdown of machinery, fire, flood, storm or difficulty or increased expense in obtaining information or services of any description.

#### **15. Interpretation**

English law shall be the applicable law and the English courts shall have sole jurisdiction 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 thereof and the remainder of the affected provision.

### **Use of Technology, Devices and Artificial Intelligence**

**16.** 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.

**17.** 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.

**18.** I understand that the notary must make and keep copies of the relevant pages of my passport, and other identification, and I give my permission to do so. I understand that the Notary Public is registered under the Data Protection. This information is not disclosed to any other parties.