



## **TERMS OF BUSINESS**

If you agree to our terms, and wish to proceed with the instruction, we will ask that you complete a Client Registration Form. This must be completed and signed for each new instruction. By signing the instruction form, you agree to be bound by these Terms of Business.

### **1. REGULATION**

Our notarial practice is regulated through the Faculty Office of the Archbishop of Canterbury who may be contacted at The Faculty Office, 1 The Sanctuary, Westminster, London SW1P 3JT by email: [faculty.office@1thesanctuary.com](mailto:faculty.office@1thesanctuary.com) or by telephone: 020 7222 5381 or via [www.facultyoffice.org.uk](http://www.facultyoffice.org.uk)

### **2. COMPLAINTS**

- 2.1. If you are dissatisfied about the service you have received, please contact the complaints handler, Sunita Kumeri at 268 Bath Road, Slough, SL1 4DX. If we cannot resolve the matter, you may then complain to the Notaries Society of which we are members. The Notaries Society have a Complaints Procedure which is approved by the Faculty Office. The Faculty Office will refer the complaint to be considered by one, or several, independent notaries. This procedure is free to use and is designed to provide a quick resolution
- 2.2 To contact the Notaries Society, please write (but do not enclose any original documents) with full details of your complaint to Christopher Vaughan, Secretary of the Notaries Society, Old Church Chambers, 23 Sandhill Road, St James, Northampton NN5 5LH, or email to [secretary@thenotariessociety.org.uk](mailto:secretary@thenotariessociety.org.uk). If you have any difficulty making a complaint in writing, please do not hesitate to call The Faculty Office for assistance.
- 2.3 Finally, even if you have your complaint considered under the Complaints Procedure, you may at the end of that procedure, or after a period of eight weeks from the date you first notified us that you were dissatisfied, make your complaint to the Legal Ombudsman, if you are not happy with the result
- 2.4. Please write to: Legal Ombudsman, PO Box 6806, Wolverhampton, West Midlands WV1 9WJ or Telephone 03005550333 or email [enquiries@legalombudsman.org.uk](mailto:enquiries@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 from the conclusion of the complaint process.

### **3. LEGALISATION**

- 3.1. Some countries require a document to be legalised. This is the process by which a state agency confirms that the notary's seal and signature are authentic. The Foreign and Commonwealth Office will attach an Apostille to the document to verify this.
- 3.2. Occasionally the document then has to go to the local Consulate of the country to where the document will be sent. The Consulate will then attach its own certificate or stamp to the document. Your lawyer should advise you of the need for legalisation. If not, you should enquire with them as to if it is necessary. We shall be able to obtain the relevant legalisation and shall discuss with you time scales and fees. However, you can deal with legalisation yourself if you wish.

### **4. LIABILITY**

- 4.1. The person who instructs us will be treated as our client and liable for payment. If it is agreed that a third party will settle our fees and/or disbursements, the instructing client will remain liable in the event of non-payment by the third party.
- 4.2. We carry professional indemnity liability cover of £1million pounds. We therefore limit the level of our liability to you to £1 million pounds, unless you are injured or die as a result of our negligence, in which case our liability is without limit.

### **5. CANCELLATION**

- 5.1 A cancellation fee may apply to any notarial visit outside of our offices. If you have arranged for a notarial visit at your premises, you must let us know at least three hours before the appointment time to cancel without paying a cancellation fee.
- 5.2 If the notary is already on his way to the appointment, or at the premises, you will be liable for a cancellation fee amounting to 75% of the agreed quote for our fees but will not include any agreed quote for disbursements

### **6. PAYMENT**

- 6.1. We will give you a quote at the outset of the instruction. This will be done by email, telephone or orally. Such a quote is given in good

faith and based on the information presented to us at the time. We therefore ask that you provide us with as much detail as possible, and copies of the documents in advance. This initial quote may be varied at a later date. This typically occurs where there are more documents that need to be notarised than previously believed, the urgency of the matter changes, or an embassy revises its fees. We reserve the right to vary the quote as appropriate. Payment shall be in Pound Sterling only unless otherwise agreed by us.

6.2 VAT will be charged on our fees for services provided to clients within the European Union. Our VAT registration number is 249 8746 46.

6.3. You are responsible for all payments which we make on your behalf. This may include legalisation fees paid to the Foreign and Commonwealth Office and/or a Consulate, Companies House fees, translation fees, courier fees and special delivery postage charges. We shall not incur these expenses without first obtaining your consent to do so.

6.4. We reserve the right to demand payment up front, immediately on completion of the instruction or by invoice payable within seven working days, unless otherwise agreed in writing. Invoices will be issued by post and email. If payment is late, we reserve the right to charge interest on any amount overdue, the rate being fixed at 3% from the date the invoice falls due. Any query related to the invoice must be raised immediately on receipt of the invoice.

6.5 We do not issue refunds once the work has been commenced. If you request us to stop the work whilst the instruction is on-going you will be required to pay a cancellation fee amounting to 50% of the agreed quote for our fees, and the cost of any disbursements incurred by us. Once the work has been completed, you will be required to pay the full agreed price.

6.6 We may not complete work or release any notarised and/or legalised documents until payment has been made.

## 7. RECORD KEEPING

7.1. We shall keep a record of every notarial act that we prepare. This will be stored securely on our internal server. We may also keep a record of your photographic identification securely on our server. You may request copies of the documents at any time.

## 8. RELEVANT LAW

8.1 The law which governs our contract with you is English Law and it is agreed that any dispute relating to our services shall be resolved by the English courts. If any of the provisions in our Terms of Business may be declared void or invalid by the English courts, this shall not invalidate the Terms of Business in its entirety, and all other provisions not deemed void or invalid shall remain in effect.

## 9. RESPONSIBILITIES

9.1 It is not our responsibility to give you legal advice concerning the document you need notarised. You are advised to seek first the advice of your own independent legal or other competent professional adviser who practises in, or is skilled in the law of the jurisdiction to which the document will be sent.

9.2 If the notary prepares any documents, the notary will rely on the information provided by you. The client is responsible for all errors and omissions in that information;

9.3 The notary will act as a witness only; the notary is not a party to any transaction; the notary accepts no responsibility, legal or otherwise, for any delays, losses, omissions, costs, claims or damages arising out of the notarisation of any of the documents;

9.4 You verify that all documents and the facts contained in them are authentic and true and are not made as part of or as a plan for any illegal act against the laws of any country worldwide.

9.5 We must be satisfied as to your identity, your legal capacity, your authority to sign and your understanding and approval. We may insist on a translation. We shall try to ensure that the document, in its execution, form and substance will achieve its purpose. We must be satisfied that it is your voluntary act, that no fraud, violence or duress are involved and that other requisite formalities either under English or foreign law are observed. If we are not satisfied about any one of those things, we will refuse to undertake the matter.

9.6 If you require us to forward or email any documents after completion of the work then this will be at your own risk;

We are obliged to provide the following compliance information. Kindly read the following and confirm your acceptance by signing the **Client Registration Form** provided to you.

V1 January 2020