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## TERMS OF BUSINESS

### 1. Introduction

This document is intended to set out the terms upon which I will act for you as a Notary Public. I practise from the offices of Moore Barlow LLP in Lymington, Chandler's Ford, Southampton and Richmond. The Lymington office address is as above. The Chandler's Ford office is at Gateway House, Tollgate, Chandler's Ford, Southampton, Eastleigh SO53 3TG and the Richmond office is at 9 The Green, Richmond TW9 1PL. I am happy to see you by appointment at these offices and if you wish to see me away from the office I am happy to arrange this in line with these Terms of Business.

### 2. Responsibility

A Notary's first duty is to the transaction as a whole. Notarial acts are relied upon by clients, third parties, foreign governments and officials worldwide. Unless otherwise agreed in writing, a Notary's responsibility is limited to the Notarial formalities and does not extend to advice on or drafting of documentation or in relation to substantive legal input on the matter under consideration. I do not give foreign law advice.

### 3. Fees

I charge fees on a time spent basis for the whole matter including preliminary communication with you or third parties, travelling or waiting, and the time taken to make my record in accordance with my notarial regulatory requirements. My current hourly rate is £250. I am not registered for VAT therefore no VAT is payable on my charges.

I reserve the right to vary these rates in respect of extremely urgent work or work done outside ordinary office hours or at the weekend. For those instructions that require me to witness a signature or certify a document I am usually able to provide you with a fixed fee. If there are complications or I am required to draft a document the charge will be on a time spent basis.

### 4. Disbursements

You are responsible for all payments which I make on your behalf. Typical examples are legalisation fees paid to the Foreign and Commonwealth Office and/or an Embassy, legalisation agents' fees, Companies Registry fees, courier fees, translation fees and special delivery postage charges. However, I shall not incur these expenses without first obtaining your consent to do so. I will also charge for the cost of my travel. If I incur substantial disbursements then I may ask you to make a payment for those costs.

### 5. Payment

My charges are normally payable on presentation of my invoice (usually at the meeting) by cash, cheque or by card. Notarised documents will not normally be released until all fees and disbursements have been paid in full.

## **6. Documents to be prepared**

It can save time, expense and mistakes if, before the appointment, you can provide me with the originals, photocopies or scanned copies of the following documents:

- The documents to be notarised;
- Any letter or other form instructions which you have received about what has to be done with the documents;
- Evidence of your identification

This will allow me to review the documents and instructions and if necessary verify facts and requirements to complete your instructions. It may sometimes be necessary to obtain evidence or proof from third parties. I will notify in advance if this results in any extra disbursements and before they are incurred.

At the meeting I will then need to identify you and this is usually done by way of a current passport, photo card driving licence or national identity card as well as a recent (within the last 3 months) utilities bill. Under exceptional circumstances other forms of proof may be acceptable and on request I can advise you accordingly.

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 the Companies House. In some cases, I may ask you to produce a certificate of incorporation, good standing certificate or other similar evidence.

If you act under a power of attorney I will need to see the relevant document so that I can establish your authority. I may have to carry out further checks such as contact the Office of Public Guardian or liaise with donor the power of attorney.

## **7. The Notarial Act and our meeting**

The duty of the a Notary involves a high standard of care to you as the client as well as to anyone who may rely on the document. These people are entitled:

- To assume that a Notary fully complies with the relevant requirements both here and abroad; and
- To rely on the Notary's register and records

My role and responsibility is therefore to the transaction and not to provide you with legal advice upon your document. You will need to obtain relevant advice from an independent legal adviser in the relevant jurisdiction in which the document is intended to be used.

At our meeting I will review and examine all relevant documents and identity documents to ensure that they are original, genuine, valid, complete, accurate and unaltered. In most circumstances I should witness your signature so please do not sign the documents in advance of our meeting, otherwise this can delay matters and incur additional costs. Depending on your instructions simple notarisation can normally be undertaken at the one and only meeting so long as I am provided with all appropriate documents in advance.

## **8. Translations**

It is important that you understand what you are signing and in cases where I do not have knowledge of the language in which the document is written, official translations may be required. On occasion where there are other language issues which result in difficulty in understanding the transaction or the document, then a competent and independent translator may need to attend our meeting. In these instances an additional fee will be payable.

## **9. Legalisation**

This process provides foreign authorities with proof that my signature and seal are genuine, but the process varies depending on the type of document and the specific requirements of the receiving jurisdiction. This is additional time that you may need to consider in this process as it requires the notarised documents to be sent to our Foreign and Commonwealth Office and possibly to the Embassy

of the relevant country. For certain cases I may instruct an agent but I will provide further guidance. There will be an additional expenses and the process will take extra time if legalisation is required.

## 10. Liability

The Professional Indemnity Insurance held by Moore Barlow LLP, which has a cover of £3m, covers me.

## 11. Complaints

I aim to provide all clients with an efficient and high standard of service. However, in the unlikely event that you should wish to complain, then you should follow the complaints procedure set out below. In the first instance please contact me so that we can attempt to resolve any issues.

Notaries are regulated by the Faculty Office of the Archbishop of Canterbury:

The Faculty Office,  
1 The Sanctuary  
Westminster  
London  
SW1 3JT

Telephone: 020 7222 5381  
Email: [faculty.office@1thesanctuary.com](mailto:faculty.office@1thesanctuary.com)  
Website: [www.facultyoffice.org.uk](http://www.facultyoffice.org.uk)

If you are dissatisfied about the service you have received, please do not hesitate to contact me. If I am unable to resolve the matter then you may 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  
PO Box 7655  
Milton Keynes  
MK11 9NR

Telephone: 01604 758908  
Email: [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 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 eight weeks from the date you first notified me that you were dissatisfied, make your complaint to the Legal Ombudsman (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), 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](mailto:enquiries@legalombudsman.org.uk)  
Website: [www.legalombudsman.org.uk](http://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 from the conclusion of the complaint process.

## **12. Records**

At the end of all matter, a formal entry in my register of the main details of your transaction will be made, which is kept as a permanent record. In case of "public" documents I will retain in perpetuity a duplicate or a complete photographic copy of the document which has your original signature on it. The Notarial Practice Rules require me to retain a copy of a notarised document not in public form for a minimum period of 12 years. However, I will retain these documents for the same time as public documents. I reserve the right to retain copies of your identity documents and all correspondence for the same length as the notarial act due to my legitimate interest to provide you with possible duplicates of the acts, dealing with any complaints and or accusations of misconduct. Your continued instructions provide me with your consent. For further details please see my my Data Protection Policy and Data Protection Privacy Notice.

## **13. Email communication**

In performing my services I may wish to send messages and documents to you by electronic mail (email). Like other means of communication, email is not entirely risk-free and carries with it the possibility (among other things) of corruption, inadvertent misdirection, non-delivery of confidential material, inadvertent deletion or unauthorised access. Nevertheless, I believe that the use of email can sometimes deliver worthwhile benefits in terms of speed, accuracy and efficiency of communications, and I recommend that where applicable it should be used in relation to the provision of my services in your matter. Accordingly, I shall unless you notify me to the contrary in writing, regard your acceptance of my terms of engagement as including your agreement to the use of email.

## **14. Data Protection**

Except as explained below, I will maintain my professional and legal obligations of confidentiality in relation to the work I undertake for you and in relation to information which comes into my possession in the course of undertaking that work. However, provided that any such disclosures are limited to need-to-know basis, I may make disclosure of information which is confidential to you.

- For the purposes of acting for you including without limitation disclosures to your other advisers or third parties involved in the work I am undertaking for you, such as FCO, Foreign Embassies and legalisation agents;
- to my staff, accountant and auditor for the purpose of my accounts;
- to my professional indemnity insurers in relation to your matter if it becomes necessary under the terms of my professional indemnity insurance to notify communications which would ordinarily be protected by legal professional privilege;
- as required by law or by any regulatory authority to which I am subject;
- for the purposes of complying with my obligations under anti-money laundering or counter terrorist financing legislation for the time being in force;
- for my legitimate interests (or those of a third party) and your
- for the purpose of applying my risk management policies; and
- for any public interest;

## **15. Anti Money Laundering**

Notaries are obliged under the Anti-Money Laundering Legislation to take measures to protect against fraud and forgery. To ensure that I comply with this you acknowledge and agree that. I may make all such enquiries as I deem necessary or appropriate in order to comply with my duty, and you will provide me with such documents and information as I may request. Your failure to do so will entitle me to terminate my engagement and cease acting for you forthwith.

## **16. The relevant law**

The law which governs my contract with you is English Law and it is agreed that any dispute relating to my services shall be resolved by the English courts.

Signature: ..... For and on behalf of: .....

Date: .....

**Regulated through the Faculty Office of the Archbishop of Canterbury**