

TERMS OF BUSINESS

SOUTH EAST NOTARY SERVICES LIMITED of **Browcroft, Church Road, Rotherfield, East Sussex TN6 3LA, United Kingdom** ('the Notary', 'Us' and 'We')

1. BASIS of ACCEPTING INSTRUCTIONS

These terms of business and the Data Protection Privacy Notice govern our relationship with you as a client. We only accept instructions on the basis of these terms of business. By instructing us to act for you then you accept the following conditions.

2. ACCEPTING, DECLINING AND TERMINATING INSTRUCTIONS

2.1 You will need to provide us with clear instructions at all times.

2.2 You will need to provide us with a copy of any documents and instructions that have been produced for you before our appointment and bring the originals to the appointment.

2.3 In some circumstances, we may consider that we should decline your instructions or cease to act for you any further. For example, if we do not receive clear or proper instructions, a conflict of interest arises, if you do not comply with these terms of business, if the matter on which we are instructed involves anything which appears to be fraudulent or unlawful, or if our charges are not paid.

2.4 You may terminate your instructions to us to act for you at any time, subject to clause 4.4 below.

3 VERIFICATION of FACTS

Part of the Notary's role is to check certain facts in document, and this sometimes involves obtaining evidence or proof from sources independent of you. In this you agree to give us your full cooperation. If we need to add disclaimers or qualifications to the documentation to make it clear that there are facts which we have not been able to verify then the documentation may become of less benefit to you and we will not accept any liability if this is the case.

4. FEES and EXPENSES and their PAYMENT

Fees

4.1 Wherever possible we will provide you with a fixed fee for the work to be done in advance. Where this is not possible, we will provide you with an estimate of the fee likely to be charged for the work done.

4.2 Fees are based taking into account the time needed to carry out the work for you, the value and importance of the matter, its complexity and urgency.

4.3 Where fees are based mainly on the time taken for the whole matter, this is charged at the rate of £300 per hour. The time taken includes: making the appointment, travelling or waiting time, meetings with you and others, considering, preparing and working on papers and correspondence including e mail and the time needed to make appropriate records.

4.4 If you terminate our instructions or we cease to act for you at any time and for any reason, fees will be payable for all work undertaken up to that time.

4.5 We do not charge VAT.

4.6 The minimum fee for notarising 1 document is unlikely to be less than £125.

Expenses

4.7 We will charge you also for:

4.7.1 the costs of any exceptional photocopying, printing, overseas postage and overseas telephone calls; and

4.7.2 fees and expenses may also be payable on your behalf to third parties, such as fees payable to the Foreign and Commonwealth Office, Foreign Embassies, High Commissions or agents dealing with legalisation of documents, Companies House, Land Registry, translators, special delivery postage or courier charges.

4.8 Where there are fees and expenses to pay to third parties on your behalf you will need to pay us the relevant amounts in advance.

Payment

4.9 Fees and expenses are normally payable at the time of your appointment. Payment may be made in cash, by cheque or by bank transfer.

4.10 Documentation may not be released by us until invoices have been paid in full.

Late Payment or Non - Payment

4.11 If an invoice is not paid in full within 30 days, interest at the rate set in the Late Payments of Commercial Debts (Interest) Act 1998 is payable on the unpaid amount from the date of the invoice.

4.12 The right is reserved to recover on a full indemnity basis:

4.12.1 any bank or other charges incurred by us for dishonoured or cancelled cheques; and

4.12.2 any costs incurred by us in collecting payment of unpaid invoices.

5. LIMITATIONS ON LIABILITY

5.1 We maintain professional indemnity insurance with cover of £1 million. Save as provided under the Unfair Contract Terms Acts 1977, our liability to you for any loss, injury or damage of any nature whatever whether direct or consequential, including, without limitation, in respect of negligence or breach of our duty to you, is limited to £1 million in respect of any one claim or series of related claims (save in the case of fraud, where no such limit shall apply).

5.2 We shall have no liability (including for loss or damage or delay or adverse consequences of any kind howsoever arising):

5.2.1 in relation to the actions or omissions of others, including postal services and couriers, agents, government bodies and agencies and your own advisors;

5.2.2 arising out of legal actions instituted within the jurisdiction of the United States of America and Canada;

5.2.3 for the rights of third parties resulting from any notarial act;

5.2.4 should the notarised/legalised documents be rejected by any receiving party or third party; or

5.2.5 for any loss or damage that occurs if any document or documents are delayed lost or damaged or destroyed whilst in transit when sent or posted on your behalf or at your request under any circumstances whatsoever.

5.3 We do not advise on the form, content or effect of any document nor on any aspect of any underlying transaction. Legal advice should always be sought from a lawyer qualified in the country for where the notarised document is to be received in respect of any document to be notarised.

5.4 No warranty is given that a notarised/legalised document will be accepted by the receiving party in any country, or by any third party, nor is any warranty given that it will be suitable for the intended purpose as we cannot and do not advise on the requirements of receiving parties.

5.6 If any document is drafted by us for you then it is your responsibility to obtain approval of the same from the receiving party and it is at all times your responsibility to satisfy yourself that it is suitable for the intended purpose and that it will be accepted in the receiving country or third party as we give no warranty in that regard.

5.7 Any timeframes given are indicative only and are not guaranteed.

5.8 Instructions to legalise documents are accepted on the basis that we do not accept responsibility for meeting the requirements of any embassy/consulate or of the Foreign and Commonwealth Office.

6 Typical Stages of a notarial transaction: Each notarial matter is different and the requirements will vary according to whether the client is a private individual or a company. Some of the typical key stages are likely to include:

- Receiving and reviewing the documents to be notarised together with any instructions you may have received
- Liaising with your legal advisors or other bodies to obtain the necessary documentation to deal with the document (e.g. information from Companies House or foreign registries, powers of attorney etc)
- Checking the identity, capacity and authority of the person who is to sign the document
- If a document is to be certified, checking with the issuing authorities that the document/award is genuine. In the case of academic awards, this would entail checking with the appropriate academic institutions.
- Meeting with the signatory to verify their identity and to ascertain that they understand what they are signing and that they are doing so of their own free will and ensuring that the document is executed correctly
- Drafting and affixing or endorsing a notarial certificate to the document
- Arranging for the legalisation of the document as appropriate
- Arranging for the storage of copies of all notarised documents in accordance with the requirements of the Notarial Practice Rules 2019

6. EMAIL

6.1 We use email for communications wherever possible. If you provide us with your email address, you will be deemed to have consented to this.

6.2 You acknowledge and accept that email is not a secure form of communication. We use standard virus checking software but accept no responsibility for viruses or anything similar in any emails or any attachments originating from us. We do not accept any responsibility for any changes to, or interception of, any email or any attachment after it leaves our information system.

7. FOREIGN LANGUAGE DOCUMENTS

7.1 Documents for use overseas may be in a foreign language. If so, you must ensure that you understand the meaning or effect of a document or transaction. We may find it necessary to insist upon a translation being provided if there is any doubt as to your understanding of the content of a particular document or documents that you are seeking to have notarised.

7.2 It may be possible for us to arrange a translation for you but this will have to be your cost.

8 ANTI-MONEY LAUNDERING COMPLIANCE

8.1 We are required to comply with all relevant legislation and regulations including the anti-money laundering laws.

8.2 You will be required to provide us with sufficient and appropriate evidence of your identity. You consent to us copying your passport and other identification documents and retaining them as required by law.

9 CONFIDENTIALITY, RECORDS AND DATA PROTECTION

9.1 We will respect the confidentiality of the information you provide to us. However, some authorities and other bodies have the right to require us to disclose information to them and we will have to comply with those rights.

9.2 We are required to keep records of the work we carry out for you and copies of documentation.

9.3 We will use your personal data in accordance with our with our Privacy Notice and only in connection with the provision of notarial services and will not pass it to any other person.

10. QUALITY OF SERVICE AND COMPLAINTS

10.1 We aim to provide a good and efficient service to you in all cases. If you are dissatisfied in any way with our services you should let us know immediately in person, in writing or by e mail.

10.2 Our Complaints Procedure can be found [here](#).

11. LAW AND JURISDICTION

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

11.2 You 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.