

Nelsons Solicitors Limited

Terms of Business – Nelsons Notaries

I (your name in BLOCK CAPITALS)

of (your address).....

.....Post Code.....

Phone number.....email.....

Identified by:

Photo ID (e.g. passport or photocard driving licence).....

Address ID (e.g. recent utility bill or bank statement).....

instruct you to provide me with notarial services on your Terms of Business which I have read, understood and agree to.

I understand you are not advising me, simply providing notarial services and the charge will be on a FIXED FEE BASIS (if you have already confirmed this to me) or the basis of your hourly rates if not (minimum charge £300 plus VAT).

This fee does not include the cost of obtaining Foreign & Commonwealth Office Apostille stamp(s) (£150 plus VAT), Foreign Office fees (£30 per Apostille), delivery costs (£17.50 in Europe, £25 Worldwide and £6.85 Special Delivery) nor other Consul legalisation costs.

I have been given details of your complaints procedure and your Terms of Business as set out below and overleaf.

Signature.....Date.....

Tick to opt out of marketing contacts as described below

What caused you to come to Nelsons for this service?

(circle which applies) I have used Nelsons before/Yellow Pages/BT Book/Thomsons Directory/Notaries Society Website/Local Law Society Website/Yell.com/Bing.com/Google search/Recommended/Other (please give details):

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1. 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 substantive legal input on the matter under consideration. I do not give foreign law advice.

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2. FEES:

My present hourly rate is £300 plus VAT and my minimum fee is £300 plus VAT.

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.

This fee does not include the cost of obtaining Foreign & Commonwealth Office Apostille stamp(s) (£150 plus VAT), Foreign Office fees (£30 per Apostille), delivery costs (£17.50 in Europe, £25 Worldwide and £6.85 Special Delivery) nor other Consul legalisation costs.

3. PAYMENT:

My fees are normally payable at the meeting by cash, cheque, credit/debit card or by immediate BACS transfer. Notarised documents will not normally be released until all fees and disbursements have been paid in full. VAT invoices will be produced and sent to you by email.

4. DISBURSEMENTS:

You are responsible for all payments which I make on your behalf. Typical examples are legalisation fees paid to the Foreign & Commonwealth Office and/or an embassy, legalisation agents' fees, Companies Registry fees, courier fees and special delivery postage charges. However, I shall not incur these expenses without first obtaining your consent to do so and secondly before receipt from you of the payment required in advance.

5. DOCUMENTATION TO BE PREPARED:

I may need more than one appointment to finalise the matter, particularly if it is necessary for me to prepare all or some of the documentation.

6. PROOF OF IDENTITY:

Identification of individuals and proof of residential address is required. An online check will normally be carried out at the meeting. For this I will usually need a current passport, photocard driving licence or national identity card and a recent gas, electricity or other bill or bank statement. Exceptionally, other proof may be acceptable.

Please note that any information you provide to us for the purposes of preventing money laundering or terrorist financing will only be used for that purpose unless you give us your consent to use it for other purposes or it is permitted by law.

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 either direct or through other agencies. In some cases, I may ask you to produce a certificate of incorporation, good standing certificate or other similar evidence.

7. WRITTEN TRANSLATION:

In cases where I do not have knowledge of the language in which the document is written, official translations may be required.

8. LIABILITY:

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The minimum level of professional indemnity insurance cover specified by the Master of the Faculties is £1,000,000. I have professional indemnity insurance cover in excess of this level. I limit the level of my liability to you to £3,000,000.

9. YOUR SECURITY IS OUR PRIORITY

We are continually aware of the significant and increasing risks posed by cybercrime and fraud, and specifically the targeting of email accounts and bank account details. We will never notify you of a change in our bank account details via email. If you are unsure or concerned, please telephone and speak to the person dealing with your matter, before transferring any funds

COMPLAINTS:

In the event that you should wish to complain, then you should follow the complaints procedure set out below.

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

Post: The Faculty Office, I, The Sanctuary, Westminster, London SW1 3JT

Telephone: 020 7222 5381

Email: faculty.office@thesanctuary.com

Website: www.facultyoffice.org.uk

If you are dissatisfied about the service you have received, please do not hesitate to contact me to discuss your concerns. 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 event, please write (but do not enclose any original documents) with full details of your complaint to:

Post: The Secretary of The Notaries Society, PO Box 7655, Milton Keynes, MK11 9NR

Tel: 01604 758908

Email: 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 your complaint is considered under the Notaries Society approved complaints procedure, you may at the end of that procedure, or after a period of eight (8) weeks from the date you first notified me that you were dissatisfied, make your complaint to the Legal Ombudsman, if you are not happy with the result:

Post: PO Box 6167, Slough, SL1 0EH

Tel: 0300 555 0333

Email: enquiries@legalombudsman.org.uk

If you would like more information, please visit www.legalombudsman.org.uk.

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Ordinarily the time limits for referring complaints to the Legal Ombudsman are

- Within six (6) months of my final response to your complaint; **and**
- Within one (1) year from the date of the act or omission being complained about; or
- Within one (1) year from the date when you should have reasonably known that there was cause for complaint.

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.

10. RECORDS:

At the end of the matter, a formal entry of the main details of your transaction will be kept in my notarial protocols and frequently copies of the notarised document will also be kept. In particular, when I am requested to certify some documents such as public deeds, copies will always be kept.

11. EMAIL COMMUNICATIONS:

In performing my services, I may wish to send messages and documents to you by email. Like other means of communication, email is not entirely risk-free and carries with it the possibility (amongst other things) of corruption, inadvertent misdirection, non-delivery of confidential material, inadvertent deletion or unauthorised access.

Nevertheless, I believe that the use of email delivers 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.

12. CONFIDENTIALITY & 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 the Foreign & Commonwealth Office, foreign embassies and legalisation agents, due diligence agencies;
- 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;

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- For the purpose of applying my risk management policies;
- For my legitimate interests (or those of a third party) and your interests; and
- For any public interest.

Accompanying these Terms of Business you will find our Privacy Notice which explains various issues surrounding my obligations under Data Protection legislation. Our Privacy Notice can also be found at [www.nelsonslaw.co.uk /privacy-policy](http://www.nelsonslaw.co.uk/privacy-policy)

13. ANTI-MONEY LAUNDERING:

Notaries are obliged under 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.

14. EQUALITY AND DIVERSITY:

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

15. 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.

16. USE OF TECHNOLOGY, DEVICES AND ARTIFICIAL INTELLIGENCE:

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.

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.'