

TERMS AND CONDITIONS

1 PREAMBLE

- 1.1 Notary.co.uk Limited is a provider of notarial services and legalisation services.
- 1.2 Notary.co.uk Limited is a private limited company registered by the Registrar of Companies for England and Wales under company number 05137524 and with registered office address at 6 Lower Grosvenor Place, London, SW1W 0EN, United Kingdom. The two directors and shareholders are Basil Preuveneers and Hasib Heron (“the Company”).
- 1.3 The Company’s VAT registration number is 946522901.
- 1.4 Our notaries are regulated through the Faculty Office of the Archbishop of Canterbury:
The Faculty Office
1, The Sanctuary
Westminster
London
SW1P 3JT
Telephone: 020 7222 5381
Email: faculty.office@1thesanctuary.com
Website: www.facultyoffice.org.uk

2 APPLICATION

- 2.1 These terms & conditions, together with the terms of any written quotation given to you, form your contract with the Company.
- 2.2 Please read these terms carefully before instructing us. These terms outline important information about the services we will provide to you and responsibilities of both parties. Any questions about the contract can be directed to info@notary.co.uk.
- 2.3 If you fail to agree in writing to the terms & conditions, but continue to instruct us, you will be deemed to have accepted these terms.
- 2.4 Our acceptance of your instruction will take place when we commence work on the services, at which point a contract will come into existence between you and us. If we cannot accept your instruction after you have agreed to our Terms, we will inform you of this.

3 DUTIES AND RESPONSIBILITIES

- 3.1 The directors of the Company are ultimately responsible for the conduct of our business. Other members of staff will act on instructions on a day-to-day basis as is appropriate.
- 3.2 At the outset we will provide you with a quote and estimated timeframe to complete your instruction.
- 3.3 We will keep you updated on the progress of your instruction, and will advise of any delays or issues.
- 3.4 If any additional fees become payable, we will notify you before incurring those fees.
- 3.5 You will provide us with written instructions as far as possible, and keep us updated in writing in any change in your situation. You should provide full and accurate information on any affairs that may affect us providing our services.
- 3.6 If you do not provide information we have requested, or give us incomplete information, we may end the contract, or charge an additional fee to compensate for any extra work that is required as a result. We will not be held responsible for providing services late if we have been supplied with requested information beyond a reasonable time of us asking for it.
- 3.7 If you wish to make changes to the services please contact us in writing. If the change is reasonably possible we will advise on the process, cost and timeframe.
- 3.8 We will begin our services either on completion of the Client Registration Form or when in receipt of the documents.
- 3.9 If we have to suspend our services for whatever reason, we will notify you immediately in writing.

4 IDENTIFICATION

- 4.1 As notaries, we must establish our client’s identity.
- 4.2 All new clients will be required to provide the following documentation (a) Photographic ID (e.g. a passport, driving licence or ID Card) (b) Proof of Address (e.g. a bank statement, utility bill, or household bill). If you don’t have these documents, our notaries will advise on how best to prove who you are.

- 4.3 For business clients, in addition to the above, we will need to establish the existence of your company. For UK companies we will complete our own checks via Companies House. For foreign companies you will need to provide any of the following: Certificate of incorporation, certificate of good standing or incumbency, or a company extract from the local company register).
- 4.4 In addition to these basic identity checks, further checks may need to be carried out depending on the type of notarisation required.
- 4.5 If you are an individual signing on behalf of another individual we will need to see the following: a Power of Attorney giving you authority to act on that individual's behalf.
- 4.6 If you are signing on behalf of a company, we will need to see evidence of your authority to do so. Your authority may be established in a number of ways, most commonly: (a) the constitutional documents such as the Articles of Association; (b) a company extract listing the directors/members; (c) an authorised signatory list; (d) a Board resolution; (e) Minutes of a meeting; (f) a Power of Attorney. If you are unsure about what would suffice, we are happy to advise further.
- 4.7 If we require any further documentation which is not listed above, we will inform you at the booking stage.
- 4.8 As notaries, we are subject to legislation enacted to prevent terrorism and tackle money-laundering and organised crime. This requires us to carry out comprehensive identification checks, and we may require additional information to satisfy our requirements. We will report any transactions we deem suspicious to law enforcement agencies. We are entitled to refuse to act if we cannot complete satisfactory identification.

5 LEGALISATION

- 5.1 The term legalisation may refer to either obtaining an apostille from the Foreign, Commonwealth and Development Office, or attestation by a consulate. We use the terms interchangeably but may also refer to obtaining an apostille in separate terms to consular legalisation.
- 5.2 We offer an express and standard service for legalisation at the Foreign, Commonwealth and Development Office. We will aim to complete the express service within 24 hours of receipt of the document. If this is not possible, we will notify you immediately. Our staff will personally take and collect the documents from the Foreign, Commonwealth and Development Office. The standard service can vary in timeframes but can typically take up to 10 working days to complete. If there are any delays we will notify you as soon as the Foreign, Commonwealth and Development Office make us aware of the reason for the delay.
- 5.3 We can get your document legalised at any consulate in the United Kingdom which offers legalisation services. We will advise you at the outset of the instruction about the process, fees, timeframe and any additional requirements. Prices and lead times can vary according to consulates, and are subject to change at short notice. We will also notify you when there is a change, and if the price charged by the consulate is higher than that quoted to you, we will not proceed until we have obtained your permission to do so. All documents are submitted and collected by our staff members.
- 5.4 We will make reasonable efforts to carry out your instructions at the Foreign, Commonwealth and Development Office, and any consulate, however we cannot accept liability for the actions (or lack of action) of any third parties, including official bodies.

6 FEES AND PAYMENTS

- 6.1 Before we do any work for you, we will provide you with a detailed cost breakdown. The total cost will include our fees, and if applicable, value added tax (VAT) and disbursements.
- 6.2 Our fee is calculated on a fixed fee basis. For standard notarisation, the minimum fee for one document is £80.00 (unless agreed otherwise in writing) and additional documents notarised at the same time are calculated at £40 per document. For more complex notarisation, and/or where drafting is involved, fees are calculated using the notary's hourly rate which is currently £250.00. For call out visits, the minimum fee is £250 for the first hour and thereafter £250 for each hour involved in travelling, returning and time spent at the location. In addition, our fee may include ancillary services, such as handling fees for legalisation or translation. The fee for legalisation is calculated on a fixed fee basis, with a minimum fee of £50.00 for our standard service and £100.00 for express service. Consular legalisation services are also calculated on a fixed fee basis of £100.00 per consulate. The fee for translation services is calculated on a per word basis and the minimum fee is £50.00.

- 6.3 If you are based in the European Union, VAT will be applied to our fees. This is currently 20% of the total price for our fee. Our VAT registration number is 946522901. If you resident outside of the European Union, VAT will not be charged.
- 6.4 Where we incur any costs from third parties, these fees will be passed directly on to you as disbursements. These disbursements include any fees charged by consulates and the Foreign, Commonwealth and Development Office when legalising a document. The FCDO fees per apostille are currently £75 for the premium service and £30 for the standard service. We will inform you of likely disbursements when providing you with a quote and for an indication of fees you can also visit our apostille section and consular legalisation guide. Please note that any consulate fee will be provided to you in good faith, however consulates can change their fees and procedures without notice. Additional disbursements may include translation fees, Companies House fees, and fees charged by universities for verification. These fees will be advised to you at the outset and we will not incur any disbursements without your consent. VAT will not be charged on disbursements.
- 6.5 We provide Commissioner for Oaths certification on a discretionary basis for documents to be used in England and Wales. Pricing is subject to the current statutory rate, namely £5.00 for witnessing an affidavit, declaration or affirmation, and £2.00 for each exhibit to be signed. Where the statutory rate is not applicable, the fixed fee for a Commissioner for Oaths certification is £10.00. Please note that for any document to be used outside of the United Kingdom, we only provide notarial certification.
- 6.6 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.
- 6.7 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.
- 6.8 Where you are instructing us via an intermediary we will provide a costs breakdown to the intermediary at the commencement of the job, unless the fees are known to the intermediary through regular previous dealings. If you wish to clarify how much we are charging for your job, you may contact either us directly or the intermediary to confirm our fees for the service. Please note that the intermediary may add on their own fees for arranging the instruction, however we do not pay or receive commission from the intermediary.
- 6.9 The person who instructs us will be treated as our client and liable for payment. If it is agreed that an agent/intermediary will settle our fees and/or disbursements, the instructing client will remain liable in the event of non-payment by the agent/intermediary.
- 6.10 We may not complete work or release any notarised and/or legalised documents until payment has been made.
- 7 TERMINATION
- 7.1 You may terminate this contract in writing by giving us not less than 7 days' notice.
- 7.2 If we are in breach of contract you may terminate this contract on notice in writing with immediate effect.
- 7.3 We reserve the right to stop acting for you for good reason, determined at our discretion. We will notify you in writing of any such decision.
- 7.4 If you end the contract pursuant to clauses 7.1 or 7.2, we will refund any money you have paid in advance for services we have not provided as soon as reasonably possible. If we end the contract we will refund any money you have paid in advance for services we have not provided.
- 7.5 Pursuant to the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013, if you are a consumer and we have accepted instructions from you given by telephone or by electronic means or at an appointment outside our offices, such as your home or place of work, you have the right to cancel your instructions in writing within 14 days from the day on which those instructions were accepted. We will not consider that a contract has been established during the 14-day cancellation period unless you specifically request us to commence work within this period by means of a signed form of authorisation. If you requested that we begin the performance of services during the cancellation period and then subsequently exercise

- your right to cancel, you shall pay us a proportionate amount of our fees in respect of the period until you communicate to us your decision to cancel. Subject to that, if you exercise the right to cancel and we have received any payment from you in excess of amounts due to us, we will reimburse that payment to you no later than 14 days after the day on which we are informed about your decision to cancel this contract, by the same means used for the initial payment.
- 7.6 Termination of this contract shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination.
- 8 EXCLUSIONS AND LIMITATIONS OF LIABILITY
(Clauses 8.1 to 8.4 apply only where acting in the course of business)
- 8.1 The contract you make is with us as a Company. You will not bring any claim against any of our individual employees, consultants or directors personally in respect of losses you suffer or incur, however arising, in connection with our services. This will not limit or exclude our liability for the acts or omissions of our employees or directors.
- 8.2 Nothing in these terms shall limit or exclude our liability for: (a) death or personal injury caused by our negligence, or the negligence of our employees, agents or subcontractors (as applicable); (b) fraud or fraudulent misrepresentation; or (c) any matter in respect of which it would be unlawful for us to exclude or restrict liability.
- 8.3 Subject to clause 8.2:(a) We shall under no circumstances whatsoever be liable to you, whether in contract, tort (including negligence), breach of statutory duty or otherwise, for any: (i) loss of profit; or (ii) any indirect or consequential loss arising under or in connection with this contract; and (b) where the contract we have with you is: i) exclusively for legalisation services (so that we acting exclusively for you as a legalisation agent) our total liability to you in respect of all losses arising under or in connection with that contract, whether in contract, tort (including negligence), breach of statutory duty or otherwise, shall in no circumstances exceed 125% of the price of those services in respect of which a claim has been made; ii) for anything else (and for all other liability we may have whether under that contract or otherwise) our total liability to you in respect of all losses arising under or in connection with that contract (or otherwise), whether in contract, tort (including negligence), breach of statutory duty or otherwise, shall in no circumstances exceed the greater of: (i) £1,000,000; or (ii) 125% of the price of the services in respect of which a claim has been made.
- 8.4 If we engage third parties to advise you or act for you, we will not be liable in respect of any advice given or work undertaken by them.
(Clauses 8.5 to 8.9 apply only where acting in the course of business)
- 8.5 For a summary of your legal rights as a consumer please note that; (a) *You can ask us to repeat or fix a service if it's not carried out with reasonable care and skill, or receive some money back if we can't fix it;* (b) *If you haven't agreed a price beforehand, what you're asked to pay must be reasonable;* (c) *If you haven't agreed a time beforehand, services must be carried out within a reasonable time.*
- 8.6 For more detailed information on your consumer rights, please visit the Citizens Advice website www.adviceguide.org.uk.
- 8.7 If we fail to comply with this contract, we are responsible for any loss or damage you suffer that is a foreseeable result of our breaking this contract or our failing to use reasonable care and skill, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both we and you knew it might happen, for example, if you discussed it with us prior to instructing us.
- 8.8 We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors; for fraud or fraudulent misrepresentation; for breach of your legal rights in relation to the services including the right to receive services which are of satisfactory quality and supplied with reasonable skill and care.
- 8.9 We only supply the services to you for private use. If you use the services for any commercial, business or re-sale purpose we will have no liability to you for any loss of profit, loss of business, business interruption or loss of business opportunity.
- 9 CONFIDENTIALITY
- 9.1 We owe a duty of confidentiality to our clients. Any information we obtain from you while providing services which is not in the public domain will be treated as confidential, except that:

- (a) we may disclose such information to our employees, officers, representatives or advisers who need to know such information for the purposes of exercising our rights or carrying out our obligations under or in connection with this contract (and such persons shall be subject to confidentiality obligations); and (b) on some rare occasions we may be required to disclose information to relevant legal, regulatory or fiscal authorities, or under rules of professional conduct. In such cases, we will inform you (where this is permissible) of the request or requirement to disclose and we may have to delay or stop providing services for a period of time.
- 9.2 On occasion we instruct third parties to undertake translating or other support services. We will have a confidentiality agreement with them to protect any information we may share but, if you do not want us to use such suppliers, please tell us in advance.
- 9.3 As notaries, we must keep a record of the notarial act we complete for you. A copy of the notarial act can be requested by you.
- 9.4 We may monitor communications between you and us in accordance with the applicable laws and regulations in order to establish facts, or to determine that communications using our systems are relevant to our business, or to comply with laws or regulatory practices and procedures.
- 9.5 Any confidential or commercially sensitive information relating to us or our services is provided to you and you may not disclose it or refer to us or to our advice in any public documents or communication, without our prior written consent. You agree that we are authorised to disclose that you are our client.
- 9.6 No party shall use any other party's confidential information for any purpose other than to exercise its rights and perform its obligations under or in connection with this contract.

10 COPYRIGHT

Unless we agree otherwise, the copyright in the original materials which we generate for you belongs to us. Subject to payment of our fees for that material, you are permitted to make use of those materials only for the purposes for which they are created.

11 COMPLAINTS PROCEDURE

If you are dissatisfied about the service you have received, firstly please contact us at info@notary.co.uk. We will try our best to promptly address your concerns. If we cannot resolve the matter you may then complain to the Notaries Society, of which our notaries are members, 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. To contact the Notaries Society, 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

If you have any difficulty in making a complaint in writing, please 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 six months from the date you first notified us that you were dissatisfied, make your complaint to the Legal Ombudsman if not happy with the result:

Legal Ombudsman
PO Box 6806
Wolverhampton
WV1 9WJ
Telephone: 0300 555 0333
Email: enquiries@legalombudsman.org.uk
Website: 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:-

- i. Six months of receiving a final response to your complaint and six years from the date of act/omission; or
- ii. Three years from when you should reasonably have known there was cause for complaint (only if the act/omission took place more than six years ago).

The date of the act or omission, or when you should reasonably have known there was cause for complaint, must have been after 5th October 2010.

Please note 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

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REDRESS INFORMATION

We carry professional indemnity liability cover of £1,000,000 (one million pounds sterling). We therefore limit the level of our liability to you to £1,000,000 (one million pounds sterling), unless you are injured or die as a result of our negligence, in which case our liability is without limit.

13

SERVICE INFORMATION

We are a provider of notarial services. In addition we offer ancillary services including legalisation and translation services if required. A general outline and likely timescales for these services are set out below.

Our notarial service begins by booking an appointment to see a notary. At the appointment we will ask you to complete a client registration form and will carry out any identity checks that are deemed necessary. An appointment will usually take between 15-30 minutes, during which time the notary will notarise your document. On completion of the job, the notary will provide you with your notarial document, a scan of the document and we will take payment. For further guidance please visit our notarisation page.

Our legalisation service usually follows on from notarisation. If you require either an apostille or consular legalisation, we will discuss the options for getting this done during our initial conversation. At your appointment we will ask you to complete a client registration form and take payment from you. You will then leave the document with us, and we will carry out the required legalisation.

If you opt for an apostille on our premium service, we aim to complete this within 24 hours of receiving the document. If you opt for an apostille on our standard service, we aim to complete this within 4-5 working days, however during busy periods at the Foreign and Commonwealth Office this can take up-to ten working days.

If you require consular legalisation we will take your document to the required consulate after the document has been apostilled. Timescales and requirements vary per consulate, and for more guidance on timescales you can visit our consular legalisation page.

To use our translation service you will need to email a scan of the document you require translating. Most translations are completed within 2/3 working days.

14

DATA PROTECTION & PRIVACY POLICY

14.1

The purpose of this notice is to explain how we collect, process and retain personal data when providing notarial services and to gain your consent to do so.

14.2

Information Commissioner' Office

14.2.1

We are registered with the Information Commissioner' Office (ICO) with the registration number Z1943497. Further information may be requested from the Data controller - Hasib Heron - by telephone: 020 7630 1777 or email: hasib@notary.co.uk or by post to 6 Lower Grosvenor Place, London SW1W 0EN.

14.3

How we collect personal data

- 14.3.1 We collect information and data: -
- i. directly from you at the point of your initial enquiry or instructions. You will be asked to complete a Client Registration Form;
 - ii. directly from the documents that you provide us for notarisation or from third parties with a relevant and legitimate interest in the transaction;
 - iii. as a result of any additional due diligence enquiries necessary to complete the notarisation process;

14.4 How we use your personal data

14.4.1 We will only process personal data in accordance with the 8 principles of the General Data Protection Regulation (GDPR), for the following purposes:

- i. responding to your queries, requests and other communications;
- ii. providing notarial services, including the translation and legalisation of documents;
- iii. enabling suppliers and service providers to carry out certain functions on our behalf in the provision of notarial services including, but not limited to, web hosting, data storage, identity verification, technical, logistical and courier services;
- iv. in the resolution of any complaints.

14.5 Who we share your personal information with

14.5.1 Your personal data may need to be shared with third parties if: -

- i. further processing is required, for example arranging a translation;
- ii. documents need to be legalised at the Foreign and Commonwealth Office or at an Embassy / Consulate;
- iii. we have a statutory duty to disclose it for legal and regulatory reasons.

Where personal data is shared with third parties, we ensure that such third parties comply with all current data protection legislation. Where such third parties are located outside of England and Wales, for example your personal data is transferred to foreign Embassies located in the UK or abroad, such organisations will process personal data in accordance with the laws to which they are subject and any international treaties which may apply.

14.6 How long we keep your personal information

14.6.1 Basic data regarding our client, and the nature of the notarial transaction, is kept in perpetuity as required by our regulator, the Faculty Office of the Archbishop of Canterbury. Further details of the nature of data retained is provided to clients when instructing us to act.

14.7 Data security

14.7.1 We have in place a range of physical and electronic security safeguards to protect your personal information against loss or theft, as well as unauthorised access, disclosure, copying, use, or modification. Note that from time to time data is transferred across the Internet and we do not always have control over the processes involved.

14.8 Data subject rights

14.8.1 Your data is processed in accordance with Principle 6 of the GDPR; that personal data is processed in accordance with the individuals' rights.

- We do not use personal data for direct marketing.
- No decisions are made by automated means.
- More information may be found at <https://ico.org.uk/for-organisations/guide-to-the-general-data-protection-regulation-gdpr/>

14.9 Cookies

14.9.1 A cookie is a small piece of text sent to your browser by a website that you visit. It helps the website to remember information about your visit, like your preferred language and other settings.

14.10 What are cookies used for?

14.10.1 Typically, cookies are stored on your device to:

- give you a better online experience;
- allow you to set personal preferences;
- to measure and improve our service via Google analytics;

Google says "cookies can make your next visit easier and the site more useful to you. Cookies play an important role. Without them, using the web would be a much more frustrating experience".

14.11 What information is kept by the cookie?

- 14.11.1 A cookie will typically hold the name of the website that it has come from, how long the cookie will stay on your computer or phone, and a value which is usually a randomly generated unique number.
- 14.12 How long do cookies stay on my computer?
- 14.12.1 Session cookies – these only last until you close your browser. They are not stored on your hard drive. They are usually used to track the pages that you visit so that information can be customised for that visit.
Persistent cookies – these are stored on your hard drive until you delete them, or they reach their expiry date. These may, for example, be used to remember your preferences when you use the site.
- 14.13 How do cookies affect my privacy?
- 14.13.1 You can visit our website without revealing any personal information. We protect your personal information very carefully. The security and safety of your personal information is very important to us.
- 14.14 Disclaimer
- 14.14.1 The information contained in this website is for general information purposes only. While we endeavour to keep the information up to date and correct, we make no representations or warranties of any kind, express or implied, about the completeness, accuracy, reliability, suitability or availability with respect to the website or the information and any reliance you place on such information is therefore strictly at your own risk.
- 14.15 Links to other websites
- 14.15.1 This Privacy Policy does not cover the links within this site linking to other websites as we have no control over the nature, content and availability of those sites. We encourage you to read the privacy statements on the other websites you visit. The inclusion of any links does not necessarily imply a recommendation or endorse the views expressed within them.