

## **TERMS OF BUSINESS**

- 1. Scope of Agreement**
- 2. Legal and Regulatory Information**
  - 2.1 Service Information**
  - 2.2 Price Information**
  - 2.3 Regulatory Information**
  - 2.4 Redress Information**
  - 2.5 Complaints Procedure**
- 3. Scope of Services**
- 4. Use of Technology, Devices and Artificial Intelligence**
- 5. Accepting and Declining Your Instructions**
- 6. Ways of Communication**
- 7. Limitation of Liability**
- 8. Payment of Charges**
- 9. Termination of our Agreement**
- 10. Consumer Rights**
- 11. Data Protection**
- 12. Disclosure of Copies of Records of Notarial Acts**
- 13. Interpretation and Applicable Law**

## **1. Scope of Agreement**

### **a) Contact Details**

Telephone number: + 44 (0) 7921 846000

Website: [www.notaryplymouth.com](http://www.notaryplymouth.com)

Email: [david.searle@notaryplymouth.com](mailto:david.searle@notaryplymouth.com)

1.2 “**I**” in this document mean David Ian Searle, Public Notary and “**you**” and “**your**” mean the person for whom I act.

1.3 The work I will be carrying out for you is referred to as “**Services**”.

1.4 These Terms of Business apply to all Services I provide to you.

1.5 These Terms of Business, along with any relevant oral or written quotation or Service agreement, together form the entirety of the contract between you and me (referred to as the “**Agreement**”).

1.6 Your continuing instructions to me after receipt of these Terms of Business mean that you understand and agree to accept these terms. I may accept your instructions either by confirming them in writing or orally, or by starting work on the Services, whichever is the earlier.

## **2. Important Regulatory Information**

### **a) Service Information**

I supply Services to individuals and businesses throughout England and Wales. For more information on the range of Services, their key Stages and likely timescale, please visit my website or email me.

### **b) Price Information**

My charges consist of Fees and Disbursements.

#### **Fees**

Fees are the professional fees that I charge for the Services and can either be a fixed amount for a specific service provision and/or they may be calculated by reference to amount of time spent by me.

My fees are **not** subject to VAT, and all fees are provided exclusive of VAT. I charge a minimum fee for a Notarial act of £90.

This would apply to a Notarisation of a simple document such as certifying a passport, or a one page letter. Any Notarial Services that are more complex will incur a higher fee.

An individual fixed fee quote will be provided orally or in writing before any Notarial work is commenced.

If it is not possible to quote a fixed fee, I will provide you with the fee structure, applying a rate of £240 per hour, and further provide you with a proper estimate of the fee based on the information that you have provided at the time.

When I calculate the estimate of the fees, I include the time incurred in making and preparing for the appointment, travelling or waiting time, meetings with you and others, checking and dealing with any documents presented by you and any instructions accompanying the documents, consideration and drafting of documents before, during or after meetings, attending to any amendments or completing any blanks in the documents, binding the documents securely, dealing with any special requirements or formalities of the receiving country, any correspondence or communications with you or your advisors, and the time requires to complete my Notarial Records.

### **Disbursements**

Disbursements are expenses and other costs that I may incur on your behalf as part of the supply of the Services and that I pass on to you.

Examples of Disbursements are Apostilles issued by the UK Foreign and Commonwealth Office, Legalisation Services provided by Embassies and High Commissions, Translation or Interpretation fees, Bank Charges, and Courier / Postage costs.

I will provide you with the best information available to me concerning the nature and amount of any Disbursements for part of the Services. This information will be provided to you either at the start of the Agreement or if that is not possible, prior to incurring on your behalf the applicable Disbursement.

### **c) Regulatory Information**

I am regulated pursuant to the Legal Services Act 2007 by the Master of the Faculties through the Faculty Office of the Archbishop of Canterbury.

Address: The Faculty Office, 1 The Sanctuary, Westminster, London, SW1P 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)

I am required to comply with the rules of professional conduct and other regulatory arrangements of the Master of the Faculties, the sole regulator of Notarial activities under the Legal Services Act 2007.

Information about those rules and regulations may be found at: <http://www.facultyoffice.org.uk/notary/i-am-a-notary/notaries-rules-regulations/>

I comply with the Code of Practice published by the Master of the Faculties: <http://www.facultyoffice.org.uk/notary/code-of-practice>

#### **d) Redress Information**

I maintain professional indemnity liability cover, which is at least the minimum level of cover specified by the Master of the Faculties (presently £1 million).

#### **e) Complaints Procedure**

I want to reassure you that I aim to provide all clients with efficient and high standard of services. However, in the unlikely event that you should wish to complain, please get in touch with me immediately so that I can do my best to resolve the problem for you.

In the first instance it may be helpful to contact me directly to discuss any concerns and I will do my best to resolve any issues at this stage. My telephone number is: +44 (0) 7921 846000 and email address: [david.searle@notaryplymouth.com](mailto:david.searle@notaryplymouth.com)

If I am unable to resolve the matter you may then complain to the Notaries Society of which I am a member, and who have a complaints procedure 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:

Christopher Vaughan  
Secretary of the Notaries Society  
PO Box 1023  
Ipswich  
IP1 9XB

Email: [secretary@thenotariessociety.org.uk](mailto:secretary@thenotariessociety.org.uk)

Finally, even if you have your complaint considered under the Notaries Society's 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 if you are not happy with the result. The Legal Ombudsman's contact details are:

Legal Ombudsman  
PO Box 6806  
Wolverhampton  
WV1 9WJ

Telephone: 0300 555 0333

Email: [enquires@legalombudsman.org.uk](mailto:enquires@legalombudsman.org.uk)

Website: [www.legalombudsman.org.uk](http://www.legalombudsman.org.uk)

If you decided to make a complaint to the Legal Ombudsman, you must refer your matter to the Legal Ombudsman:

- a) Within six months from the conclusion of the complain process, and;
- b) Within -
  - no more than six years from the date of act/omission, or
  - no more than three years from when you should reasonably have known there was cause for complaint.

### **3. Scope of Services**

I act impartially and independently and supply the Services with reasonable skill and care.

The Scope of my Services is within the meaning of the reserved legal activities in accordance with the Legal Services Act 2007 and is limited to the Notarial formalities and appropriate incidentals.

You acknowledge that it is your responsibility to obtain appropriate legal advice from a suitably competent, sufficiently insured and regulated lawyer concerning the effect of any document or transaction that instruct me to authenticate, and you agree that I am entitled to rely on this acknowledgement.

Depending upon the circumstances I may be unable to act for you until you have obtained appropriate legal advice.

I shall complete the supply of Services within reasonable timescale, subject to the other terms of Agreement.

I do not accept any kind of duty, liability, responsibility or obligation to you or to any other person in respect of the following:

- a) The suitability of validity of a Notarial Act issued by me in any jurisdiction other than England and Wales, although I will use reasonable skill and care in complying with the requirements or specifications of that jurisdiction, provided they are expressly brought to my attention.
- b) Advice or guidance on the law of any jurisdiction other than England and Wales, or
- c) The legal consequences of your entering into a document or transaction that is to be authenticated by me.

If any third party contractor is engaged by you directly, I am not responsible for any act or omission on their part.

#### **4. Use of Technology, Devices and Artificial Intelligence**

- a) 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.
- b) 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.

#### **5. Accepting and Declining your Instructions**

##### **Accepting your Instructions**

In order for me to accept your instructions, you will:

- a) Provide me promptly with all instructions, information and documents that I may reasonably request in order to provide the Services.
- b) Provide me, so far as is relevant, with full and accurate information regarding your affairs, including information regarding any matters that may affect our ability to perform the Services (and this includes any developments in any matter on which we are acting for you, any changes of name, address or country of residence and in the case of a business client, any change in any of the details of its owners or managers).
- c) Inform me if there is any significant change in your situation.

- d) Where documentation is provided to me in bilingual format or otherwise with a translation into English, take all reasonable steps to ensure that the translation is complete and accurate.
- e) Take all reasonable steps to ensure that all information provided to me is accurate, clear, complete and kept up to date.
- f) Draw expressly to my attention any aspect of your instructions that is of special or particular importance to you.
- g) Provide me only with information that can be lawfully provided to me without infringement of the legal entitlements of any other person.
- h) Ensure that any person who provides information on your behalf is fully authorised by you to do so.

You agree that I am entitled to rely on you to perform each of the obligations in this clause.

### **Declining your Instructions**

If you do not provide relevant information that I have reasonably requested or if you give me incomplete or incorrect information:

- a) I may at our election either end the Agreement or seek to agree with you and additional reasonable charge compensate me for any extra work that is required as a result.
- b) I will not be responsible for supplying the Services late or not supplying any part of the Services if this is caused by you not giving us the Client Information that I need within a reasonable time.

## **6. Ways of Communication**

### **Available ways of Communication**

My general contact details and available ways of communication are provided in clause 1 of these terms of business. Please let me know if you have any special requirements in that regard.

### **Electronic Communication**

I use means of electronic communication, unless you specifically instruct me not to do so. Please note that we have limited, if any, control over the date or documents you choose to store or sent to me using electronic communication and cannot guarantee its confidentiality. If you choose to use electronic communication to contact me or if you provide me with your details for the

means of electronic communications, I will assume that you accept this risk and you impliedly allow us to communicate to you this way.

### **Encrypting Emails**

I will not encrypt my outgoing emails, unless you specifically instruct me to do so and I and you are able to agree and implement a mutually acceptable encryption method.

## **7. Limitation of Liability**

My maximum aggregate liability to you for any kind of breach of contract, breach of duty, negligence or other fault on my part, arising out of or in connection with the supply of the Services under the Agreement, shall be limited to £1,000,000.

I shall not be liable to you to the extent that I am unable to perform my Services, or perform the Service with delays as a result of any cause beyond my reasonable control (“**Force Majeure**”). In the event of any Force Majeure affecting me I shall notify you as soon as reasonably practicable.

I shall not be liable to you for any delay or loss of documents consigned by me or my agents with postal or courier providers.

Rights as a consumer as defined in the Consumer Rights Act 2015 shall not be adversely affected by the Agreement to the extent prohibited by the Act.

## **8. Payment of Charges**

### **Payment in Advance**

I may ask you to pay all or part of my Charges (including Disbursements yet to be incurred) prior to commencing work on your instructions or prior to completing the work. Your refusal to make such a payment constitutes a good reason for me to terminate the Agreement.

### **Responsibility for payment of my Charges**

- a) You are solely responsible for the payment of my Charges, even if you expect or inform me that a third party may be paying me. I do not assume any responsibility (whether in contract, tort or otherwise) to such a third party unless I expressly agree in writing to do so.
- b) Where I act for more than one person, each such person is jointly and severally responsible for paying my Charges.



## **Currency**

My Charges are payable in pounds sterling only (GBP).

## **Billing**

Unless I have requested payment of my Charges in advance of work being commenced or completed, I will bill you when I have completed my Service.

## **Cancelled Appointment**

I reserve a right to charge for the appointments that are cancelled less than 24 hours or for appointments to which clients do not turn up. I usually charge the minimum fee of £50.

## **Payment of my Charges and Termination of this Agreement**

If our Agreement is terminated before completion, I will charge you a fair and proportionate amount for any work actually carried out.

## **Non-Payment of my Charges**

I reserve that right to suspend or terminate my Services if any undisputed part of my Charges is not paid within 30 days of its due date.

I may retain any of your documents or property that properly come into my possession whilst my Charges remain unpaid.

## **9. Termination of our Agreement**

### **Your Rights to Terminate**

You may terminate the Agreement at any time, and for any reason, provided that you will deliver to me a notice in writing confirming when you wish the Agreement to end.

### **My Right to Terminate**

I may terminate the Agreement by delivering to you notice to that effect only if I have a good reason to do so. Examples of good reasons include, but are not limited to:

- a) A complete breakdown in trust between us.

- b) A material breach on your part of the terms of the Agreement.
- c) Your failure to pay my Charges when they fall due.
- d) Your failure to pay any sum that I may request on account of my anticipated Charges.
- e) Your failure to provide accurate, clear, complete or prompt instructions.
- f) Where my regulatory or legal obligations require me to do so (including under any applicable legislation concerning anti-money laundering, the proceeds of crime, and terrorist financing).

### **Effect of Termination**

In case of termination of the Agreement I will be released from obligation to supply my Services to you and you will be liable to compensate me for any work that has been carried out up to that moment by paying proportionate amount of the fees agreed for the whole work and the full amount of any disbursements. Termination of the Agreement shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued at the time of termination.

## **10. Consumer Rights**

If you are instructing me as a consumer, there are some key legal rights that I need to provide for. For detailed information, please visit the Citizens Advice website <https://www.citizensadvice.org.uk/>

- a) You can ask me to repeat or fix a Service if it is not carried out with reasonable care and skill, or receive some money back if I cannot fix it.
- b) If you have not agreed a price beforehand what you are asked to pay must be reasonable.
- c) If you have not agreed a time beforehand, Services must be carried out within a reasonable time.

### **Cancellation of the Agreement by Consumer Client**

Pursuant to the Consumer Contracts (Information, Cancellation and Additional Charges).

Regulations 2013, if you are a consumer and I have accepted instructions from you that were given by:

- a) Telephone

b) Electronic means

c) At a meeting away from my registered office, 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. I will not consider that a contract has been established during the 14 day cancellation period unless you specifically request me to commence work within this period by means of a signed form of authorisation. If you requested that I begin the performance of Services during the cancellation period and then subsequently exercise your right to cancel, you shall pay me a proportionate amount of my fees in respect of the period until you communicated to me your decision to cancel. Subject to that, if you exercise the right to cancel and I have received any payment from you in excess of amounts due to me, I will reimburse that payment to you no later than 14 days after the day on which I am informed about your decision to cancel this contract, by the same means used for the initial payment.

## 11. Data Protection

**“Data Protection Legislation”** shall mean all applicable laws relating to data protection and privacy including (without limitation) the Data Protection Act 2018, the EU General Data Protection Regulation (2016/679), the UK General Data Protection Regulation, the EU Privacy and Electronic Communications Directive 2002/58/EC as implemented in each jurisdiction and any amending or replacement legislation from time to time.

**“Customer Personal Data”** shall mean all personal data (as defined in the Data Protection Legislation) controlled by Customer which is processed by the Supplier in connection with the Services.

I am registered with the Information Commissioner’s Office (ICO).

When I carry out my Services, I am required to make an entry in a formal Register, which is kept as a permanent record. I may retain a copy of the Notarised documentation within that record. Any data collected as part of Notarial Records is used solely for purposes of meeting my professional legal responsibilities as a Notary Public.

Personal data received from you is held securely and not capable of being accessed externally.

## **12. Disclosure of copies of records of Notarial Acts**

You acknowledge and agree that in accordance with the Notaries Practice Rules 2019, a copy of a Notarial Act in the public form or the record of a Notarial Act in private form preserved by us may, upon payment of a reasonable fee, be issued by me to any person or authority having a proper interest in the Act.

Under our Data Retention Policy and in accordance with the Notaries Practice Rules 2019, copies of Notarial Acts in the public form are preserved indefinitely and records of Notarial Acts in private form are preserved for 13 years.

## **13. Interpretation and Applicable Law**

### **Variations to the Agreement**

From time to time, it may be necessary to amend or supersede these terms by new terms. Then this is the case, I will notify you of the changes and unless I hear from you to the contrary not later than 14 days after such notification, the amendments or new terms will apply from the end of that period.

### **Third Party Rights**

From time to time, it may be necessary to amend or supersede these terms by new terms. When this is the case, I will notify you of the changes and unless I hear from you to the contrary not later than 14 days after such notification, the amendments or new terms will apply from the end of that period.

### **Severability**

If any provision shall be declared to be invalid or unenforceable in any respect, the validity and enforceability of the remaining provisions shall not be impaired.

### **Applicable Law and the Jurisdiction of the Courts**

The law that governs this Agreement is the law of England and Wales and all parties agree to submit any difference related to our Services to the exclusive jurisdiction of the Courts of England and Wales.