

PEARCE NOTARIAL LTD

(Company Registration Number: 09237945)

Terms and Conditions of Business

1. **MY FEES:** My minimum fee for a brief matter is £50.00. My hourly rate is £100. I reserve the right to vary the rate, particularly in respect of extremely urgent and/or complex or unusual matters or those that require particular expertise.
2. **V.A.T :** I am not registered for VAT.
3. **DISBURSEMENTS:** Additionally the client is responsible for all disbursements, including such of the following as are applicable (1) legalisation fees payable to the Foreign & Commonwealth Office and/or Embassies etc; (2) translators'/interpreters' fees (3) Companies House search fees; (4) Agents fees; (5) travelling expenses where applicable; (6) couriers and/or other transmission costs.
4. **PAYMENT:** My charges are normally payable upon signature/release of the notarised documentation, although subsequent work may remain to complete the matter. I accept cash payment and payment by cheque with a valid debit card. I do not accept payment by debit or credit card.
 - 4.1 If you have negotiated a regular invoice account with me, I will issue my invoice to you with completed documentation, for payment within seven days.
 - 4.2 Any queries concerning an invoice should be raised immediately upon receipt.
 - 4.3 In the event of payment not being made as requested, I reserve the right to decline to act any further on your behalf and/or to exercise a lien on any papers or documents which are in my possession, until payment has been made.
 - 4.4 In the event of payment not being made as requested, interest is chargeable from seven (7) days following the date of the invoice at a rate of 4% per annum above the Bank of England Base Rate from time to time in force.
5. **QUOTATIONS & ESTIMATES:** Every effort will be made to provide you with a quotation for the total cost of undertaking the work on your behalf. Except in the most routine cases, it may be difficult to estimate how many hours of work will be required to complete a matter, bearing in mind the variety of circumstances that may arise. However, guidance as to likely costs will be given, where possible upon request. Any estimates will be based on the information available to me at the time and, although given in good faith, will not be binding. Please therefore note that any variation to the instructions given, including requests for additional work or unexpected developments and/or inexperience or lack of co-operation on the part of other parties or their advisers may increase costs.
6. **SPECIAL FACTORS** may affect fee rate e.g. (1) complexity, difficulty or novelty; (2) skill/ labour specialised knowledge and responsibility; (3) time; (4) number and importance of documents prepared or perused; (5) place and circumstances in which the business or any part is done; (6) value of money or property involved; (7)

- importance of the matter to the client; (8) urgency, disruption, re-arrangement of other work; (9) work unavoidably undertaken out-of-office hours.
- 7. TIME CHARGED:** this applies to all work undertaken from start to finish including preliminary details and advice, attendances, drafting, phone calls, correspondence, fax, legalisation and terminal work including the Notarial Register and Protocol.
- 8. PLACE OF ATTENDANCE:** Your personal attendance at my office is preferable where my own photocopying and experienced secretarial facilities are available as required. Alternative arrangements can be made for me to attend your home or place of business. In cases justifying attendance at your own address subject to my sole discretion, special arrangements can be made but this inevitably increases time and expense.
- 9. FUNDS ON ACCOUNT:** I reserve the right to ask for money to be paid on account of work to be done, disbursements to be made or expenses to be incurred. Such funds are held in the Notary's client account until such time as an invoice is submitted or a payment made on a client's behalf. Credits to the Notary's client account should be made in sufficient time to allow for bank clearance before they are required.
- 10. FOREIGN LAW:** I do not advise on foreign law but act in an evidential, authentication capacity.
- 11. YOUR OWN PROFESSIONAL ADVISERS:**
- 11.1** In relation to certain transactions, I would expect you to have obtained advice from your own (a) English lawyer(s) and/or (b) relevant foreign lawyer(s), and/or (c) other competent professional advisers. You may potentially be taking a huge risk of relying on documents prepared by another party or its adviser(s) without yourself taking independent legal or other competent professional advice.
- 11.2** If you have not done so, you may be advised to obtain advice from (a) English lawyer(s) (b) relevant foreign lawyer(s), and/or (c) other competent professional advisers before the transaction proceeds.
- 12. URGENCY:** Urgency and/or expense must not override essential accuracy and validity.
- 13. STANDARDS:** Clients are requested to be mindful that individual notaries have to follow internationally recognised and acceptable procedures. Professional requirements in the U.K. have become more stringent and onerous through progressive assimilation with European notarial standards and global developments affecting notarial practice.
- 14. STRINGENT RESPONSIBILITIES:** When acting as a Notary Public I must insist on satisfactory compliance with and/or reliable proof with regard to all appropriate matters, e.g. relating to (1) your identity, (2) your legal capacity/authority, (3) your comprehension and approval, (4) interpretation/translation, (5) documentary objective, (6) form and substance, (7) voluntary act/undue influence etc. (8) alterations to the document, (9) due signature(s), (10) witnessing, (11) observance of other stipulated formalities at home and abroad, (12) Foreign and Commonwealth Office and/or Consular legalisation.
- 15. RECIPIENT'S REQUIREMENTS:** We cannot compromise this position and it should be noted that rejection may incur if the foreign county/authority/party with whom you are dealing stipulates that documents are to be notarised, then this will be an absolute requirement. The cost of delay, missing a vital deadline, possible financial loss to you or others and having to start all over again, at greater expense to you.
- 16. FOREIGN & COMMONWEALTH OFFICE AND/OR CONSULAR LEGALISATION:** Most countries require notarised documents to receive further certification (usually

termed “an Apostille”) by the Foreign & Commonwealth Office; and/or legalisation by the relevant High Commission/Embassy/Consulate. Usually I arrange this by post, but clients may, if they prefer, deal with it themselves in person, or by courier – especially if the matter is extremely urgent.

- 17. REGISTER & PROTOCOL:** At the conclusion of the transaction, a formal register entry has to be made by me as a permanent record; and a protocol copy of the notarised documentation is customarily kept. Frequently, a fully executed set of duplicate originals is required or advisable to be retained by me. In some instances, I may retain the original and issue a certified copy.
- 18. DATA PROTECTION:** My Notarial Practice is compliant with the Data Protection Act 1998. Your personal data may be used and disclosed to third parties in the course of providing services to you and marketing those and other services provided by me and by Graeme John Limited of 1 Victoria Square, Aberdare, Rhondda Cynon Taff CF45 7LA or any other Company linked to this website and for regulatory purposes. I am required to maintain personal data for regulatory and insurance purposes for a period of time after conclusion of provision of services to you. If you do not wish personal data to be used for marketing purposes as mentioned above, you should notify me in writing. Some clients’ files (and personal data therein) may occasionally be made available on a confidential basis to an external quality assessor or auditor. I will be entitled to carry out such credit or other searches in respect of clients as I consider appropriate.
- 19. FORCE MAJEURE.** I will not be liable for any loss or damage arising as a direct or indirect result of the supply of services being prevented, hindered, delayed or rendered uneconomic by reason or circumstances beyond my control, including but not limited to Act of God, war, riot, strike, lock out, trade dispute or labour disturbance, accident, breakdown of machinery, fire, flood, storm or difficulty or increased expense in obtaining information or services of any description.
- 20. DISCLAIMER OF LIABILITY TO THIRD PARTIES:** No liability whatsoever will be accepted on my part, or that of my agents or staff in relation to any loss, damage or liability whatsoever caused directly or indirectly to any party other than the client for whom I have agreed to act in connection with the relevant matter. No third party shall have any right to enforce any contract to provide advice or services or to rely upon any advice given or opinion expressed by me or on my behalf. The application of any legislation conferring on third parties contractual or other rights, including the Contracts (Rights of Third Parties) Act 1999 shall be excluded insofar as permitted by law.
- 21. DISCLAIMER OF LIABILITY:** In any event, no liability whatsoever will be accepted on my part, or that of my agents or staff where such liability either arises from any instructions or information given by the client or by any third party being incomplete, inaccurate or incorrect, or whether such liability is for any indirect, economic or consequential loss or damage, costs, expenses or other claims for consequential compensation whatsoever or howsoever causes which arise out of or in connection with the services provided by the firm or for loss of profit, loss of business, loss of date, depletion of goodwill or loss occurring in the normal course of business or otherwise.
- 22. PROFESSIONAL INDEMNITY, LIMITATIONS ON LIABILITY:** No liability for loss (including but not limited to, damages, costs and interest) to clients or other parties, whether in contract, tort (including negligence) or otherwise will be accepted by the

Notary, nor her agents or staff in relation to any matter in the absence of specific written agreement to the contrary referring to this term and signed by the Notary in excess of the lower of:

22.1 The sum of £250,000

22.2 The amount of the Notary's professional indemnity insurance cover from time to time. The present cover is for not less than £250,000. Specific cover for higher limits may be obtainable in certain circumstances at the expense of the client.

23. JURISDICTION: The Law of England and Wales shall be the applicable law and the English and Welsh courts shall have sole jurisdiction in the case of any dispute. If any provision of these terms is held by any court or other competent authority to be void or unenforceable in whole or part, these terms shall continue to be valid as to the other provisions thereof and the remainder of the affected provision.

24. CONFIDENTIALITY: I regard your privacy as important and attach great importance to dealing with clients' affairs in strict confidence. However the professional body regulating Notarial practice also has rights of inspection to ensure good practice and conduct.

25. E-MAIL: It is my policy to use e-mail wherever possible. Where a client has provided me with an e-mail address, e.g. by sending me an e-mail, I will assume that I may use that address for sending of unencrypted sensitive or confidential correspondence or documents to the client. I may also, during the course of a matter, send unencrypted sensitive or confidential information to other persons involved, unless specially required by them or the client not to do so. All e-mails sent and the attachments thereto should be scanned by viruses by the recipient.

26. MONEY LAUNDERING REQUIREMENTS: I operate a money laundering reporting procedure as required by law whereby, in the event of any suspicion as to money laundering, information this will be revealed to the appropriate authorities. All payments to my client account must be made via UK clearing bank. Cash payment will be accepted for sums below £500. Clients will be required satisfactory proof of identity and full details of the source and proposed destination of funds. Pending this, funds may be frozen and I will not accept any responsibility for loss or delay caused by the failure of clients to provide such information promptly.

27. COMPLAINTS: My notarial practice is regulated by the Faculty Office of the Archbishop of Canterbury, the address being: The Faculty Office 1, The Sanctuary, Westminster, London SW1P 3JT, email Faculty.office@1the-sanctuary.com website www.facultyoffice.org.uk.

27.1 If you have complaints about my work please do not hesitate to contact me.

27.2 Alternatively, you may complain to the Notaries Society direct. Please write (but do not enclose any original documents) with full details of your complaint to : Christopher Vaughan, Secretary of The Notaries Society, Old Church Chambers, 23 Sandhill Road, St. James, Northampton NN5 5LH, email secretary@thenotariessociety.org.uk.

27.3 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 of making the complaint to me, make your complaint direct to the Legal Ombudsman (whose contact details are set out below).

If the matter has not been resolved to your satisfaction; Legal Ombudsman PO Box 6806
Wolverhampton WV1 9WJ, Tel: 0300 555 0333 email enquiries@legalombudsman.org.uk website www.legalombudsman.org.uk.

28. DATA PROTECTION ACT & THE GENERAL DATA PROTECTION REGULATIONS 2018.

As Notaries, we have a duty of **confidentiality** to you. We of course, take that duty very seriously and it is part of our professional culture to protect your personal data. In some circumstances we will have a **legal obligation** to share your personal data with public agencies and authorities.

We are also registered under the Data Protection Act with the Information Commissioner.

We use the information you provide primarily for the provision of Notarial services to you and for related purposes.

Our use of that information is subject to your instructions, the Data Protection Act, and from the 25th May 2018, the **General Data Protection Regulations (GDPR)**.

Further information on how we process your personal data and our lawful bases, for doing so under the GDPR, can be found in our privacy Notice and on our website. If you do have access to the internet, then please inform Mrs Lesley Pearce and she will send you a paper copy of the Privacy Notice.

Although the law changes on the 25th May 2018, it will not alter the way we process your information. However if you refuse to provide certain information or object to us sharing it with others, then we may not be able to progress your matter or indeed continue to act for you.

Please note that our work for you may require us to give information to external third parties such as Translation Agencies and other professional advisors. Some of those third parties will be subject to their own professional codes of conduct with regard to confidentiality. We have entered into appropriate confidentiality/privacy agreements with relevant third parties where applicable.

You have the **right to access** the personal data that we hold about you. You also have other rights such as the **right to object** to us sending you information. You can exercise these rights by simply writing to **Mrs Lesley Pearce, our Sole Principal who has overall responsibility for Data Protection at Pearce Notarial Limited**. If you have any difficulty in putting your request in writing, then please contact us in some other way and we will do all that we reasonably can to accommodate you and enable you to exercise your rights. We may ask you for proof of identity when you make a data subject request.

Further information on your rights can be found in our **Privacy Notice**, which is part of our website and of Graeme John Limited.

We may from time to time send you information which we think may be of interest to you. If you do not wish to receive that information, please let us know and we will provide a "Right to Object" form for your use.