

Terms & Conditions

1. MY FEES: My present hourly rate is £161 and my minimum fee is £60. 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.

2. TIME CHARGE: This includes all work undertaken on your matter from start to finish including preliminary details and advice, preparation, attendances, drafting, phone calls, correspondence including emails, faxes, copying documents and the completion of my register and protocol. Letters, emails and phone calls are charged at a minimum of six-minute units or otherwise at the time taken.

3. FIXED FEES: In the case of straight forward matters I may agree with you beforehand a fixed fee. If, however at the appointment the matter proves to be more complicated or there are more documents or people involved than you indicated or legalisation is required, I reserve the right to renegotiate the fee or agree to charge you at my hourly rate.

4. VAT: I am currently not registered for VAT.

5. PAYMENT: My charges are normally payable on the signing of the document or on the receipt of the notarised document. If I render a bill in respect of the work, payment will be due when you receive the bill.

6. DISBURSEMENTS: You are responsible for all payments which I make on your behalf. Typical examples are legalisation fees paid to the Foreign and 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.

7. MY RESPONSIBILITIES: I have to be satisfied as to your identity, your legal capacity, your authority and your understanding and approval; in certain instances I may insist on a translation; I shall try to ensure that the document, in the manner of its execution, its form and substance will achieve its purpose; I must be satisfied that it is your voluntary act and that no fraud, violence or duress are involved and that other stipulated formalities either under English or foreign law are observed. If I am not satisfied about any one of those matters, I can refuse to undertake the matter.

8. PERSONAL DATA YOU HAVE TO PROVIDE: the provision of certain personal data is mandatory in order for me to comply with mandatory client due diligence requirements and consequently to provide the services. You warrant on a continuous basis that such personal data is accurate, complete and up to date. Failure to comply may result in documents being rejected by the relevant certification authorities, held invalid in the destination country or other difficulty to successfully completing the services.

In relation to personal data of data subjects you warrant on a continuous basis that:

(a) where applicable, you are authorised to share such personal data with me in connection with the services and that wherever another data subject is referred to, you have obtained the explicit and demonstrable consent from all relevant data subjects to the inclusion and use of any personal data concerning them;

(b) to the extent this is required in connection with the services, such personal data is accurate, complete and up to date; and

(c) either you provide your explicit consent and warrant that each data subject has provided explicit consent for the transfer of personal data to foreign organisations in connection with the services, or that an alternative legal gateway for such transfer (such as transfer necessary for the conclusion or performance of a contract concluded in the interest of the data subject) has been satisfied.

You shall and you hereby agree to indemnify me and my employees, agents and subcontractors from and against any claims, losses, demands, actions, liabilities, fines, penalties, reasonable expenses, damages and settlement amounts (including reasonable legal fees and costs) incurred by me, my employees, agents and subcontractors or arising out of or in connection with any breach by you of the warranties included in this paragraph.

9. PREPARATION: includes checking and dealing with any documents presented by you, any instructions accompanying the documents, consideration and drafting of documents before, during or after attendances, attending to any amendments or completing any blanks in the documents, binding the documents securely and dealing with any special requirements or formalities of the foreign country. 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.

10. FOREIGN & COMMONWEALTH OFFICE AND/OR CONSULAR LEGALISATION: Some countries require a document to be legalised. This the process by which a state agency confirms that my seal and signature are those of an English notary. The Foreign and Commonwealth Office attach an apostille to the document. Sometimes the document then has to go to the London Embassy for the country to where the document will be sent. The Embassy will then attach its own certificate to the document. Your lawyer will probably advise you of the need for legalisation. If not, you should ask him about it. I shall be able to obtain the necessary legalisation and shall discuss with you time scale and whether we should use legalisation agents or couriers if speed is required. However, you can deal with legalisation yourself if you wish.

11. YOUR OWN PROFESSIONAL ADVISERS: It is not my responsibility to give you legal advice concerning the document. My role is to be satisfied that you understand the content of the document and that you intend to be bound by it. You are advised to seek first the advice of your own independent legal or other competent professional adviser who practises in, or is skilled in the law of the jurisdiction to which the document will be sent.

12. EMAIL COMMUNICATIONS: In performing my services I may wish to send messages and documents to you by electronic mail (email). Like other means of communication, email is not entirely risk-free and carries with it the possibility (among other things) of corruption,

inadvertent misdirection, non-delivery of confidential material, inadvertent deletion is or unauthorised access.

Nevertheless, I believe that the use of email can sometimes deliver 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.

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

14. MY LIABILITY: I carry professional indemnity liability cover of £1,000,000 which is the minimum level of cover specified by the Master of the Faculties. I therefore limit the level of my liability to you to £1,000,000 unless you are injured or die as a result of my negligence, in which case my liability is without limit.

15. 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.

- a. 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 FCO, Foreign Embassies and legalisation agents;
- b. to my staff, accountant and auditor for the purpose of my accounts;
- c. 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;
- d. as required by law or by any regulatory authority to which I am subject;
- e. for the purposes of complying with my obligations under anti-money laundering or counter terrorist financing legislation for the time being in force;
- f. for the purpose of applying my risk management policies.
- g. for my legitimate interests (or those of a third party) and your interests; and
- h. for any public interest.

16. ANTI-MONEY LAUNDERING: Notaries are obliged under the 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.

17. COMPLAINTS: I aim to provide all clients with an efficient and high standard of service. However, in the unlikely event that you should wish to complain, then you should follow my complaints procedure.

18. EQUALITY AND DIVERSITY: I am committed to promoting equality and diversity in all of my dealings with clients and third parties.

19. THE 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.