

MISS JENNIFER HUMPHREYS – NOTARY PUBLIC

TERMS AND CONDITIONS OF BUSINESS

This document sets out the terms upon which I will act on your behalf as an independent Notary. I practice principally on the East Coast of Suffolk but will travel anywhere required. These terms must be read and interpreted in accordance with my policies regarding data protection, data privacy and data processing.

Your instructions

Please supply clear instructions, including all relevant background information, at the outset and as the matter continues. Companies and trusts, including charities, may need to authorise one individual formally to give instructions and sign documents on the company's behalf in relation to each matter.

It would be helpful if you could let me have a copy of the document to be notarised in advance of our meeting, preferably by e-mail. Frequently the document will be notarised at the request of foreign lawyers. Any instructions or requirements sent to you by them should also be supplied.

Time Scale for the work

The appointment will generally take no more than one hour. How long the matter will take from start to finish will depend on a number of variables including whether any of the following are required:

- Reviewing the general requirements of the notarisation and of the receiving country;
- translations;
- additional ancillary documentation from third parties;
- amending any document to ensure it complies with English law rules for the type of document
- the drafting of additional documents by the notary;
- in the case of education qualifications, the verification of those with the

institution concerned (this can take a few hours to a few of weeks)

- liaising with your overseas lawyers or other advisors.

It is always necessary to meet with the signatories of the document(s) to verify their identity, to discuss the document and the background to the matter to ensure that they understand what the document does; that they have the capacity to enter into it and that they are entering into it of their own free will; and to ensure appropriate execution of the document.

After being notarised, some documents must be legalised in order to be accepted in the country in which they are to be used (see below). I will try and provide an estimated timeframe for completion of the matter once a scope of work is agreed. However, for the reasons set out above, timings cannot be guaranteed.

My fees

My fees are assessed either by reference to the time spent on the matter or on a fixed fee basis, depending on the nature of the notarial act or work required. My fees cover not only the act of notarising a document, but also advising you on the telephone or by email in advance of our meeting, any preparatory and drafting work, correspondence, travel time and attendances that are required to properly legalise your documents.

Fees that are levied by reference to the time spent on the matter will be on the basis of my current hourly charging rate of £240. Weekend and evening work is subject to an additional charge.

I endeavour to agree a fixed fee for the work in advance of your appointment. The fixed fee will be calculated on the basis of the information you have provided to me.

If this information is incomplete or incorrect for whatever reason, I reserve the right to revise my fixed fee or charge on the basis of my hourly rate of £260 by reference to the time spent.

In accordance with Notarial practice guidelines, (which stipulate that fees should be fair and reasonable having regard to all the circumstances of the case), my fees may also include an additional element reflecting other factors including value, importance, speed, complexity or special skills.

If you terminate your instructions for any reason, I may make a charge for all work carried out to date at my hourly rate.

I am not registered for Value Added Tax.

Third Party Charges/Disbursements

Separate charges are made for any disbursements or expenses incurred on your behalf. These may include company search fees, Foreign & Commonwealth Development Office legalisation or other fees, consular fees, courier fees and translator's fees, depending upon the nature of the work you ask me to carry out.

I will discuss any disbursements with you prior to incurring them. In most cases, I will need money on account of anticipated disbursements and I also reserve the right to ask for money to be paid on account of my anticipated fees.

Money Laundering Compliance

I operate money laundering reporting procedures as required by law whereby, in the event of any suspicion of money laundering, information will be revealed to the appropriate authorities. I may be obliged to do this without informing you in advance.

At each meeting, you will be asked to produce a current passport to confirm your identity as well as evidence of your residential address (utility bill or bank statement less than three months old will serve for this purpose). If you are signing the document in your capacity as a director or as company secretary of a company,

I will require evidence of your status to act. This will involve my undertaking a company search (for which you may be charged Companies House fees) and, if not all company directors are signing, I will need a signed resolution of the board of directors confirming your authority to act. I can draft this for you for an additional fee. Similar procedures will be necessary where you are signing as a trustee of a trust or charity.

Professional Indemnity and Limitations on Liability.

No liability for loss (including, but not limited to, damages, costs and interest) to you or other parties, whether in contract, tort (including negligence) or otherwise will be accepted by me in relation to any matter in excess of the amount of my professional indemnity insurance cover from time to time. The present cover is for not less than £1,000,000.

The amount of any liability is to be reduced so far as may be appropriate to take account of the degree of responsibility of any other professional or other advisers whom you have consulted in relation to the matter as if I had successfully claimed contribution from them under the Civil Liability (Contribution) Act 1978 paying no regard for any limitation agreed between you and such advisor, and assuming they had the resources to meet the same, provided however that I shall not be obliged to make or pursue any such claim for contribution.

No liability whatsoever will be accepted by on my part in relation to any loss, damage or liability whatsoever caused directly or indirectly to any party other than the person/organisation for whom I have agreed to act in connection with the relevant matter. No third party shall have any right to enforce any contract by me to provide advice or services or to rely upon any advice given or opinion expressed by or on behalf of me. The application of any legislation conferring on third parties contractual or other rights, including the Contract (Rights of Third Parties Act) 1999 shall be excluded insofar as permitted by law.

In any event, no liability whatsoever will be accepted on my part where such liability either arises from any instructions or information given by you or by any third party being incomplete, inaccurate or incorrect; or where such liability is for any indirect, economic or consequential loss or damage, costs, expenses or other claims for consequential compensation whatsoever or howsoever caused which arise out of or in connection with the services provided by me or for loss of profit, loss of business, loss of data, depletion of goodwill or loss occurring in the normal course of business or otherwise.

All searches of the Register of Companies carried out by me are effected using the Companies House on-line service. To the extent that the Registrar or other provider does not accept responsibility for any inaccuracies or omissions arising from use of the on-line services, I accept no responsibility or liability arising from reliance upon the results of such searches, if they should subsequently be found to be inaccurate or incomplete.

Where I agree to send documents on to third parties on your behalf, I will use either first class, special delivery signed for or an international courier, depending on the value of the documents and their country of destination. I am not liable for any mis-delivery of documents due to the failure to deliver of any postal service or courier company.

No liability will be accepted for any claim first brought outside the United Kingdom

These limitations will apply notwithstanding any express or implied term of business or any collateral agreement or warranty, whether express or implied.

E-mail Correspondence

I use e-mail wherever possible. Where you have provided me with an e-mail address, e.g., by sending an e-mail, I will assume that I may use that address for the sending of unencrypted, sensitive or confidential correspondence or documents to you. I may also, during the course of a matter, send unencrypted, sensitive

or confidential information to other persons involved, unless specifically requested by them or you not to do so. All e-mails sent by me and attachments thereto should be scanned for viruses by the recipient.

Confidentiality

I attach great importance to dealing with your affairs in strict confidence. However, the professional body regulating Notarial practice has rights of inspection to ensure good practice and conduct. Also, by the notarial practice rules any person with sufficient interest may request and be supplied with a copy of any notarial act.

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 of 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.

Foreign Law

I do not advise on foreign law but act solely in an evidential, authentication capacity. If you ask me to draft a document for use abroad then I give no warranty that the document will be accepted in the receiving jurisdiction. I will where possible liaise with any foreign lawyer you have instructed and will rely on them to advise on the correct form of the document and on any formalities attaching to signing or other form of execution.

Translations

If neither you nor I understand the document, I will seek a translation sufficient to understand the nature of what you are signing. This includes cases where the document is in two languages as there can be no certainty that one is an accurate reflection of the other. I will discuss likely fees with you for this in advance.

Data Protection

I am required to comply with the Data Protection Act 2018 and the General Data Protection Regulation. I am registered with the Information Commissioner's Office. I am also required to maintain personal data for regulatory and insurance purposes for a period of time after conclusion of provision of services to you. Some clients' files (and personal data therein) may occasionally be made available on a confidential basis to an external quality assessor or auditor. I reserve the right to carry out such credit or other searches in respect of you as considered appropriate.

Governing Law and Jurisdiction

The terms and conditions of our arrangement and the provision of these Terms of Business shall be governed by English law shall be subject to the exclusive jurisdiction of the English courts 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.

General

As a solicitor and notary, I usually meet clients at my office during normal business hours. I may use other facilities where necessary and, on making an appointment, I will provide you with full details of where the appointment will take place.

I generally undertake notarial appointments in normal office hours but will undertake urgent work out of hours or at weekends (when a supplemental charge will normally apply).

I am happy to visit you to deal with a notarial appointment but I will charge you for the time spent travelling to and from your premises or other location at my hourly rate plus any car park charges (where applicable).

I must keep a copy of all documents I notarise. I also maintain a register of names and addresses of my clients as well as fees charged and details of the notarial act, but this information is maintained by me and is not passed to any third party. In instructing me you consent to me storing this personal information for up to 12 years.

I am required to keep indefinitely copies of acts in Public Form, otherwise known as Authentic Acts. You also consent to me supplying a copy of any document I notarise to any third party who has a legitimate interest in receiving it. Where you have asked me to confirm ID by certifying copy documents then you consent to me verifying my certification to any third party to whom the certified documents have been or appear to have been produced.

On my death or on ceasing to practice, all my notarial records will be passed to a successor notary.

Statement of Required Information

My notarial practice is regulated through the Faculty Office of the Archbishop of Canterbury

The Faculty Office
1, The Sanctuary
Westminster
London SW1P 3JT
Email faculty.office@1thesanctuary.com
Website www.facultyoffice.org.uk
Tel 020 7222 5381

If you are dissatisfied about the service you have received, please do not hesitate to contact me.

If we are unable to resolve the matter between us, you may then complain to The Notaries Society of which I am a member, which has 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.

If you wish to complain to 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 1023
Ipswich IP1 9XB
Email secretary@thenotariessociety.org.uk

If you have any difficulty making a complaint in writing, please do not hesitate to call The Notaries Society/ 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 me that you were dissatisfied, make your complaint direct to the Legal Ombudsman if you are not happy with the result*.

Legal Ombudsman
PO Box 6806
Wolverhampton WV1 9WJ
Tel 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 one year from the act/omission or within one year from when you should reasonably have known 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.*