

ANDREW MORTIMER - NOTARY PUBLIC - TERMS OF BUSINESS

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My practice as a Notary Public is entirely separate from the practice of **Stone King LLP** Solicitors (in which I am a partner), though by kind permission of that firm my practice as a Notary Public is based in its offices.

WHAT IS A NOTARY?

A Notary Public is a type of lawyer. The roots of the Notary profession are found in Roman times. A Notary Public is appointed by the Archbishop of Canterbury to act in England and Wales.

A Notary Public's main job is to certify documents and facts for use outside England and Wales. This is not just a rubber stamping exercise. The international duty of a Notary involves a high standard of care for the client and also anyone who may rely on the document being notarised.

TERMS OF BUSINESS

This document sets out the terms of my contract with you. If you have any questions on them, please raise them before I start work for you. Unless otherwise agreed, these terms and conditions will apply to any future instructions given by you.

These terms are governed by the laws of England and Wales, and the courts of England and Wales have exclusive jurisdiction, except in that their judgments and orders may be enforced through foreign courts. This contract can only be varied by agreement in writing.

INSTRUCTIONS AND DOCUMENTS

You will need to provide me with all information, documents and instructions I need to do the work you want me to do for you. I will be unable to act unless you do.

It may save time and expense if you can send me, by email if necessary, the documents you want me to notarise and any accompanying letter of instruction (e.g. from a foreign lawyer).

AVAILABILITY AND COMMUNICATION

I am available during normal office hours - weekdays at normal office times.

If we communicate by email or fax, you will need to be aware that those are not necessarily secure or confidential means of communication, and I cannot be responsible for the security of emails or faxes. We do check emails and discs for viruses

I cannot control the time it takes an email to arrive or the use a recipient will make of it, and I take no responsibility for loss arising because an email does not arrive on time or for the consequences of interception or loss of confidentiality. I cannot accept the service of proceedings by email.

IDENTIFICATION AND AUTHORITY

As a Notary I have to take formal identification of clients, and I also have to comply with the identification obligations of the money laundering legislation. Before I proceed I will need to see original identity documents - photo identity (e.g. passport or photo driving licence) and official proof of address (e.g. a recent utility bill or bank statement). And if the name on the document to be notarised is different from the name you currently use, I will need evidence of the change – e.g. change of name deed or statutory declaration, marriage certificate.

If you are representing another person (e.g. as attorney) or a company or some other organisation, then before I can proceed I will need proof of that that person exists and that you have authority to act for them.

In the case of a trust I may need to see the trust deed; in the case of a partnership I may need to see the partnership deed and any authorising resolution; in the case of a company I may need to see the company's articles and any authorising resolution.

I will be unable to act, and will be entitled to refuse to act, if you fail to supply appropriate proof of identity for yourself or for any principal whom you may represent, and of appropriate authority.

INTENTION AND CAPACITY

My role as a Notary is to ensure that the person appearing before me understands the transaction they are entering into and any documents they are signing, and that any documents presented to me for signature are completed properly.

As a Notary I am under no duty to advise you on the effect of the transaction or the documents. You should obtain advice from competent advisers (which may be foreign lawyers) as to what you are entering into and the legal effect of the documents you are signing.

FOREIGN LANGUAGES – TRANSLATORS AND INTERPRETERS

A Notary needs to ensure that his client understands the transaction and any document they are signing, and therefore the Notary needs himself to understand the transaction and document.

I can only work on documents which are in English, or which are in a foreign language but accompanied by a verified translation. And I need to be able to communicate with you in English.

If documents are presented in a foreign language, or it is necessary to deal with people who do not speak English, I will be unable to act unless you provide or pay for an official translation or the assistance of an interpreter.

LEGALISATION

It is often necessary to prove that a Notary has been officially appointed. This procedure is called legalisation. Often this means applying to the Foreign Office for an apostille under the Hague Convention. Some countries may require documents to be legalised by their own Consulates.

I can organise legalisation if required, and will inform you of the procedure and any costs. It usually takes some days for documents to be legalised and returned

RECORDS AND DATA PROTECTION

As a Notary I have to keep a formal confidential record in perpetuity of all persons appearing before me and of all documents I certify. Copies can be made available for a fee to the parties to the transaction, and to anyone else who has good cause.

I have notified my data processing activities as a Notary to the Information Commissioner's Office under registration number **ZA287100**. I only receive personal data for clients for the purposes of exercising my legal responsibilities as a notary, and it is held securely as part of my notarial record. A copy of my privacy notice is available on request or online via my page on Stone King LLP's website.

FEES AND EXPENSES

My fees are based on a number of factors, including the importance and urgency of a matter, and the amount of time and work taken to deal with it. No VAT is chargeable on my fees.

Usually I will charge a fixed fee, though in some cases hourly rates may be applied. I will give you an estimate of fees at the outset when it is apparent what is involved, and will confirm if any change to the fee is required (e.g. because of extra work needed).

I will also confirm, as soon as I am aware they are needed, expenses payable to third parties (e.g. the Foreign Office, Consulates and agents). I have no obligation to pay expenses on your behalf unless you have provided me with funds. All fees and expenses will have to be paid at the initial meeting, but may be required to be paid in advance.

I will be entitled to retain your documents and papers if any fees or expenses charged to you remain unpaid, and to charge interest (at the rate applying to judgement debts) on fees and expenses unpaid for more than a month. Where there are two or more clients, they are jointly, and each is individually, liable for all fees and expenses.

INSURANCE

My practice as a Notary is required to be fully insured. I have professional indemnity and fidelity insurance accordingly. Details can be provided if required.

I will only be liable if the loss in question is caused primarily by my negligence or failure to act appropriately. I only accept liability to my direct clients and not to any third party with whom I have no contractual arrangement.

CLIENT MONEY

I have no client account and do not hold client money.

MONEY LAUNDERING AND BRIBERY

A Notary's obligation of confidentiality is subject to the money laundering and terrorist financing rules. A Notary is under a duty to disclose information to the authorities if he knows or suspects that a transaction involves money laundering or terrorist financing.

If it becomes necessary to make a disclosure, I will not be able to inform you that a disclosure has been made or of the reasons for it, and I may have to cease acting without giving an explanation.

Pursuant to the Bribery Act 2010, I am strictly prohibited from giving or accepting bribes.

COMPLAINTS

My notarial practice is regulated by the Faculty Office of the Archbishop of Canterbury:

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

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 you may then complain to The Notaries Society, of which I am a member, which has 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.

In that case please write (but do not enclose any original documents) with full details of your complaint to:

The Secretary of The Notaries Society, Old Church Chambers, 23 Sandhill Road, St James, Northampton NN5 5LH
Email: secretary@thenotariessociety.org.uk Website: www.thenotariessociety.org.uk

If you have any difficulty making a complaint in writing, please do not hesitate to contact The Notaries Society or The Faculty Office for assistance.

Finally, even if you have your complaint considered under the 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 (LO), 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 LO, you must refer your matter to the LO within six months from the conclusion of the complaint process and within six months of the date of the act/omission, or, if you are outside that six year period, within three years of when you should have reasonably known there was cause for complaint.

(Note: certain types of commercial entity are not eligible to make complaints to the LO – refer to the LO rules or consult the Faculty Office).

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