

## ANDREW MORTIMER - NOTARY PUBLIC

13 Queen Square, Bath BA1 2HJ, England Tel 44 (0) 1225 337599, Email – [ajm@stoneking.co.uk](mailto:ajm@stoneking.co.uk)

### TERMS OF BUSINESS

This document sets out the terms of my contract with you which can only be changed if we agree in writing. Unless otherwise agreed, these terms will apply to any future instructions given by you. These terms are governed by the laws of England & Wales whose courts have exclusive jurisdiction.

You can terminate your instructions to me at any time, and likewise I can terminate our engagement at any time with good cause. You will remain liable for fees and expenses incurred before termination.

I will inform you if we meet otherwise than at my office and the Consumer Contract Regulations 2013 cooling off period protections apply.

### STONE KING LLP

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.

### SERVICE INFORMATION

I provide notarial services as a Notary Public, principally certifying facts and documents for use in other countries.

I will confirm the scope of the work I need to do for you at the outset. You will need to provide me with all information, documents and instructions I need. It may save time if you can send them to me in advance.

I am generally available during normal weekday office hours. Very often, the job can be completed at our meeting or on the same day. If things will take longer I will let you know. Please let me know at the start any timing requirements you have.

### PRICE INFORMATION

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 and expenses at the outset when it is apparent what is involved, and will confirm when any change to the fee is required (e.g. extra work needed). Expenses may include travel, postage, translations and legalisation costs.

All fees and expenses will have to be paid at the initial meeting, but may be required to be paid in advance. I have no obligation to pay expenses on your behalf unless you have provided me with funds. I will be entitled to retain your documents if any costs are unpaid, and to charge interest (at the rate applying to judgement debts) on costs 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.

### IDENTIFICATION, AUTHORITY, INTENTION, CAPACITY

I need to take formal **identification** of clients, and 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 is different to the name you currently use, I will need evidence of the change.

If you are representing another person (e.g. as attorney) or an organisation – e.g. a company, partnership, trust, charity or school - then before I can proceed I will need proof of that that person or organisation exists and that you have **authority** to act for them.

I need to verify that you have **capacity** to understand and sign the documents you are signing and that you **intend** to be bound by them. As a Notary I am under no duty to advise you on the effect of the documents or the underlying transaction.

I will be unable to act, and can refuse to act, if you fail to supply appropriate proof of identity or appropriate authority, or if I doubt your capacity and intention to act.

### FOREIGN LANGUAGE INFORMATION

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 interpreter.

### DATA PROTECTION INFORMATION

I keep a 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. A copy of my privacy notice is available on request or online via my page on Stone King LLP's website.

## LEGALISATION INFORMATION

Sometimes it is necessary to prove that a Notary has been officially appointed. This is called legalisation. This can mean applying to the Foreign Office for an apostille under the Hague Convention or, in some cases, applying to embassies or consulates. It usually takes some days for documents to be legalised and returned.

## REDRESS INFORMATION

I have professional indemnity insurance (current minimum £1 million per claim) and fidelity insurance (current limit £100,000 per claim). I will only be liable if the loss 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.

## EMAILS

I cannot be responsible for the security of an email, the time it takes it to arrive or the use a recipient will make of it. 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.

## MONEY LAUNDERING AND BRIBERY

I am under a duty to disclose information to the authorities if I know or suspect 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.

I am strictly prohibited from giving or accepting bribes.

## REGULATORY INFORMATION

My practice is regulated through 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](mailto:faculty.office@1thesanctuary.com) Website: [www.facultyoffice.org.uk](http://www.facultyoffice.org.uk)

## COMPLAINT INFORMATION

If you are dissatisfied about the service you have received please 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 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](mailto:secretary@thenotariessociety.org.uk) Website: [www.thenotariessociety.org.uk](http://www.thenotariessociety.org.uk)

If you have any difficulty making a complaint in writing, please 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](mailto:enquiries@legalombudsman.org.uk) Website: [www.legalombudsman.org.uk](http://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).

**Version - October 2019**

## SUMMARY - date

## Service provided

## Timescale (if not same day as initial meeting)

## Fee

## Expenses