



FRIAR STREET NOTARIES

notarial & legalisation services

FRIAR STREET NOTARIES TERMS OF BUSINESS

1. Who we are

Philip D'Arcy and David Few are partners of Friar Street Notaries. Although we are also solicitors with Blandy and Blandy LLP, we practise as Friar Street Notaries independently.

2. Instructions

We ask you to supply clear instructions, including all relevant background information, at the outset and as the matter continues. Company clients will usually be asked to nominate a suitable individual who is authorised to give instructions on the company's behalf in relation to each matter.

3. How we charge

We charge £275 per hour (£80 minimum fee). Often we work to an agreed fee.

We base our fee on the time we expect to spend dealing with the matter, the level of experience of the person carrying out the work, the complexity of the issues, the speed at which action must be taken, work done outside normal working hours, and the expertise or specialist knowledge that the case requires.

The notarial practice is registered for Value Added Tax and expenses and charges will be subject to Value Added Tax.

4. Estimates

Where an estimate is given it is given in good faith and in the light of our experience. However, costs can sometimes be increased for reasons outside our control including unforeseen complications or delays by other parties to a transaction or case. We will inform you if it becomes apparent that an estimate is likely to be exceeded.

5. Costs on Account

We reserve the right to ask for money to be paid on account of work to be done or expenses to be incurred. Such funds are held in our client account until such time as an invoice is submitted or a payment made on your behalf. Credits to the client account should be made in sufficient time to allow for bank clearance before they are required

6. Invoices

Invoices are delivered where required for work carried out and expenses incurred during the conduct of a matter.

All invoices are due for payment on delivery.

We reserve the right to suspend work or to cease to act where an invoice is overdue for payment or in the event of a request for payment on account not being met.

PARTNERS: Philip D'Arcy & David Few

Public Notaries • Members of the Notaries Society • Commissioners for Oaths

Regulated by The Faculty Office

We will charge interest on the amount of any unpaid invoice from one month after its delivery at the rate payable on judgement debts.

7. Termination of Instructions

You may, of course, terminate instructions to us at any time. We will ask the client to settle all charges incurred to that date and we are entitled to withhold your file until full payment has been made.

We will only stop acting for a client with good reason and on reasonable notice. We reserve the right to stop acting for you in the event that you have outstanding charges 1 month or more after a bill has been delivered and/or in the event that the client does not provide us with funds on account of costs as requested in accordance with these terms.

8. Liability for Payment

If you request that an invoice is to be paid by a third party on your behalf, and that third party does not pay the invoice within 7 days of issue of invoice, you will immediately be liable to discharge that invoice.

Where we accept instructions from a limited company, we may require personal guarantees in relation to its fees and expenses from appropriate directors or shareholders (or other individuals or companies) unless the company has deposited sufficient funds on account as described in 5 above.

If you are instructing us on behalf of two or more persons, each of those persons shall be jointly and severally liable for the obligations imposed by these Terms.

9. Client Satisfaction

It is our aim to provide a good service to all clients. However, if you have any cause for dissatisfaction or complaint, please notify either Philip D'Arcy or David Few in writing.

The notarial practice is regulated by the Faculty Office of the Archbishop of Canterbury: The Faculty Office, 1 The Sanctuary, Westminster, London SW1P 3JT; Faculty.office@1thesanctuary.com; www.facultyoffice.org.uk.

If the matter cannot be immediately resolved we will refer your complaint to the Notaries Society of which we are members, which has a complaints procedure which is approved by the Faculty Office.

In the unlikely event that we are unable to resolve matters to the client's satisfaction, you can ask the Notaries Society directly (at Old Church Chambers, 23 Sandhill Road, St James, Northampton NN5 5LH) or the Legal Ombudsman (at PO Box 6806, Wolverhampton, WV1 9WJ) to consider the complaint. The Legal Ombudsman will normally allow us a period of eight weeks to resolve your complaint but it will entertain complaints sooner in certain circumstances. The Legal Ombudsman asks that you take your complaint to it as soon as possible and within 6 months of your last contact with us.

10. Data Protection

We will only use your personal data as set out in our [PRIVACY POLICY](#).

11. Use of email

Unless you specifically request otherwise, we shall be entitled to make use of electronic mail ("email") as a means of communication with you and/or with other parties with whom we are in touch on your work. In such cases you may wish to take steps to ensure that any email we send is received solely by the intended addressee. If any expected message has failed to reach you, please contact us immediately. Please be aware that there can be wide variations in the delivery time for email and that, exceptionally, some messages may fail to arrive. While we take reasonable steps to protect against viruses and to safeguard the security of our servers, you should also appreciate that there are additional risks (particularly with file attachments) of infection by virus and that use of email as a means of communication carries inherent security risks. We cannot therefore guarantee either the confidentiality or the security of any email communication.

12. Money Laundering Precautions

We are required by law to apply procedures to guard against the risk of money laundering. It will help us to avoid any problems with your legal work if you bear in mind the following points.

Identification checks: We may need to obtain formal evidence of your identity and sometimes of those connected with you. This may be necessary even though we have acted for you before, or even if you are known personally to a member of staff. We will tell you if such evidence is necessary, but it may help us if you are able to bring evidence to our first meeting. Normally the evidence we would ask for is a passport, plus one or more documents to establish your address, such as recent utility bills, council tax statements, or bank statements.

The identification checks required for some transactions, for example property transfers, can be more extensive, in which case you might be asked to provide additional information and documents even when you have already provided some identification to us.

Cash: We are normally only able to accept cash up to a limit of £500 in any 28 day period. If you deposit money direct into our bank account, we may decide to charge you for any additional checks which we decide are necessary to prove the source of the funds.

Source of funds: At the start of any matter we will normally ask you to tell us the source of any funds you will be using. It is simplest for us if the source is an account, in your name, in a UK bank or building society. If the source is an unusual one, you should tell us as early as possible, including the reason.

Destination of funds: Where we are to pay money out to you, we will normally do so by cheque in your favour, or into an account in your name. If instead you want us to pay surplus money out into the name of someone else, please tell us as early as possible, including the reason.

Reporting offences: The Proceeds of Crime Act 2002 can oblige us to report information about financial offences to the National Crime Agency (NCA). In particular, if it seems that any assets involved in your matter were derived from a crime we may have to report it.

If we have to make a report we may not be able to tell you that we have done so and might not be able to continue to progress your matter until we have authority to do so from NCA. If you are concerned about how this may affect you, you can ask us to clarify.

13. Professional indemnity, Limitation of liability

We limit our liability (including any liability for negligence, for breach of contract, or otherwise, or for any consequential loss) arising in respect of any act or omission to £15,000,000 or (if greater) the amount which we recover from our professional indemnity insurers in respect of that act or omission at the time of the claim. For this purpose “consequential loss” means any loss of anticipated profits or costs savings, loss of future business, damages, costs or expenses payable to any third party or any indirect losses.

We will not be liable to repay to the client any money which is lost as a result of the liquidation, administration, insolvency or other failure of any bank or building society in which we have deposited that money, provided that the money has been deposited in accordance with the SRA Accounts Rules.

We will not be liable for any losses sustained as a result of us complying with our statutory obligations to combat money laundering, including any delays or restrictions arising as a result of funds which are being provided to us from or via a country outside the UK.

14. Force majeure

We 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 the firm’s 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.

15. Confidentiality

We attach great importance to dealing with your affairs in strict confidence. However, some files may occasionally be made available on a confidential basis to an external quality assessor in connection with quality control. We can arrange to withhold any particular file from random selection for such inspection, upon request. The professional body regulating notarial practice also has rights of inspection to ensure good practice and conduct.

16. Foreign Law

We do not advise on foreign law but act in an evidential, authentication capacity.

For more information please call 0118 951 6800 or send an email to notarialenquiries@blandy.co.uk.

17. Interpretation

English law shall be the applicable law and the English 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.