

TERMS OF BUSINESS

Introduction

These Terms of Business, together with the document “Useful Information”, any quotation that we have issued to you, our Data Protection Policy and our Data Protection Privacy Notice (available on our website) are collectively called the “Terms” and shall apply to all notarial and services provided by us to you. Your instructions (or continuing instructions) are deemed acceptance of the Terms and your willingness to be bound by them in forming a contract with Northern Notarial Services Limited.

These Terms supersede any earlier terms of business we may have agreed with you.

1. Northern Notarial Services Limited

“We” or “us” means Northern Notarial Services Limited, a company registered in England with registration number 14465530 and registered office at St. Paul's House, 23 Park Square S, Leeds, LS1 2ND.

2. Access and Communication

If you have any special needs or requirements, please let us know so that we can find the most appropriate way in which to assist you. If requested, we can print documents in a larger font or on to coloured paper. Written communication is almost exclusively through email, which as well as being quick and efficient, allows modern technology to help with additional needs, through zooming, changing backgrounds, reading aloud etc. The documents to be notarised may have limitations on how we can present them, but we will make whatever adjustments we can.

3. Your responsibilities

To enable us to provide the best level of service, and to avoid delays and additional expense, your responsibilities are:

- To send us in advance a copy of the document to be notarised, along with any emails requesting them from the intended recipient.
- To bring to our meeting appropriate original identity documents, and any specific documents noted within the document to be notarised.
- To provide us with clear, timely and accurate instructions.
- For corporate clients- to provide us any necessary references or purchase order numbers, and a named contact within the appropriate department to facilitate payment of the invoices.

4. Fees and Payments

We will tell you the fee to be charged and how this is to be calculated (fixed fee, or hourly rate) in advance of starting work. We will also advise of any additional charges that may be applicable. The most common of these are the costs associated with legalisation and postage.

The fee charged may include time spent on preliminary advice, drafting and preparation time, making and receiving telephone calls, correspondence written and received in all formats, arranging legalisation and record keeping.

Fixed fees will remain fixed, unless the scope of the work changes, or unless you cause significant additional work by requesting extensive changes requiring work to be re-done.

Following completion of the work, we will raise an invoice which is generally sent by email unless you instruct us otherwise. Payment is due within 2 days. For corporate work, we appreciate that payments may need various approvals and could take longer. We will discuss this with corporate clients upon accepting an instruction.

For some countries, consular or embassy legalization fees are significant, particularly for corporate documents. We may ask for advanced payment or payment on account to cover these.

We reserve the right to retain documents until or fees, along with any additional charges, expenses or disbursements are settled in full.

We will never contact you to change our bank details after an invoice has been raised. We do not receive or store your credit/debit card number when you pay by card.

5. Legalisation

We use legalisation agents for all legalisation requirements because they can offer a quicker service than going direct to the UK FCDO or any of dozens of embassies/consulates that you may need to deal with throughout the world. They are experts in what they do, and we believe that they offer value for money in this. You are under no obligation to accept the quotation for legalisation, and are free to arrange legalisation yourself, or instruct a legalisation agent yourself.

To send documents to the legalisation agents and from them to you, we are reliant upon Royal Mail or other couriers. As a result, we are unable to accept responsibility for delays or other losses due to delays in postage, above what is offered by Royal Mail or the other courier. Please be aware that this is often limited to the cost of postage and any quoted delivery times are expected rather than guaranteed. If items are valuable, it is your responsibility to let us know so that they can be insured appropriately.

6. Advice on documents

If you bring a document to us for authorisation as a Notary, we will advise you as to the formalities required for completing it. Where appropriate we will liaise with your foreign lawyers and take their advice on the acceptability of the document in the foreign jurisdiction, but we cannot accept responsibility if the document is not accepted.

We are not qualified to advise on foreign laws and therefore are not able to advise you about the transaction itself. Any comments relating to the contents or substance of a document is given for information only and should not be relied upon.

7. Notarial Records and Data Protection:

When we carry out our work for you, we are required to make an entry in a formal register, which is kept by us as a permanent record. We will retain a copy of the notarised documentation with that record. Our practice is a registered with the Information Commissioner's Office. Personal data received from clients is held securely and not capable of being accessed externally. Data collected as part of notarial records is used solely for the purposes of meeting our professional legal responsibilities as Notaries Public. For full details of our Privacy Policy and data processing terms please see our website: www.n-ns.co.uk

8. Insurance:

In the interests of our clients we maintain professional indemnity insurance at a level of at least £1,000,000 per claim.

9. Termination/ Your Right to Cancel:

You may terminate your instructions to us at any time by giving us reasonable written notice. All fees and disbursements incurred up to the date of termination will be charged.

Consumer Cooling Off Cancellation Period –Consumer Contracts Regulations 2013 (“CCR”):

Where the CCR apply (typically where you are an individual consumer and our contract with you was concluded either at or following a meeting with you or by a form of distance communication) you have a cancellation period of 14 days after the date you sign our retainer letter or the date on which you continue to give us instructions, whichever is earlier.

You can cancel your contract within the cancellation period by giving us a clear statement and we will reimburse all payments received from you by the same method that you used, at no cost to you, without undue delay, and not later than 14 days after the day on which you inform us of the cancellation.

If you ask us to begin work during the cancellation period, you can still cancel but you must pay us an amount in proportion to the work which we have performed and this proportion will not be reimbursed to you. The nature of notarial services means that work is likely to be performed (and costs start to be incurred) immediately upon your instruction. In the event that the work has been completed within the cancellation period, you will be liable for the full fee and will lose the right to terminate.

10. Termination by us:

We reserve the right to terminate our engagement with you if we have good reason to do so. Examples of this include:

- there is a risk that we will not be paid; or

- you do not give us the co-operation which we are reasonably entitled to expect; or
- we are required by law to cease working for you.

11. Limitation of Liability:

This clause applies only where you are acting in the course of a trade, business or profession. Where you are not acting in the course of a trade, business or profession (ie as a consumer), for more detailed information on your consumer rights, please visit the Citizens Advice website www.adviceguide.org.uk.

The contract you make is with us as a company. You will not bring any claim against any of our individual employees, consultants or directors personally in respect of losses you suffer or incur, however arising, in connection with our services.

This will not limit or exclude our liability for the acts or omissions of our employees or directors.

If we engage third parties to advise you or act for you, we will not be liable in respect of any advice given or work undertaken by them.

Subject to the sub-paragraph immediately below, our total liability to you in respect of all losses arising under or in connection with this contract, whether in contract, tort (including negligence), breach of statutory duty or otherwise, shall in no circumstances exceed £1,000,000.

Nothing in these terms shall limit or exclude our liability for: (a) death or personal injury caused by our negligence, or the negligence of our employees, agents or subcontractors (as applicable); (b) fraud or fraudulent misrepresentation; or (c) any matter in respect of which it would be unlawful for us to exclude or restrict liability.

We shall under no circumstances whatsoever be liable to you, whether in contract, tort (including negligence), breach of statutory duty or otherwise, for any: (i) loss of profit, loss of business, business interruption, loss of business opportunity; or (ii) any indirect or consequential loss arising under or in connection with this contract.

12. Complaints:

Our notarial practice is regulated through the Faculty Office of the Archbishop of Canterbury:

The Faculty Office
1, The Sanctuary
Westminster
London SW1P 3JT

Telephone 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 us and we will do what we can to make you happy.

If we are unable to resolve the matter you may then complain to the Notaries Society of which our notary is a member, who have 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
P O Box 7655
Milton Keynes MK11 9NR

Email secretary@thenotariessociety.org.uk
Tel :01908 803527

If you have any difficulty in making a complaint in writing please do not hesitate to call the Notaries Society/the 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 8 weeks from the date you first notified me that you were dissatisfied, make your complaint to the Legal Ombudsman, if you are not happy with the result :

Legal Ombudsman
P O 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 conclusion of the complaint process.

13. Electronic Communication:

Unless you instruct me otherwise in writing, we may communicate with you by email. Because of the nature of email communication, we cannot guarantee its confidentiality. If you use email to contact us, or, if you inform us of your email address, we will assume that you accept this risk and, by implication, you allow us to communicate with you by email. We will not encrypt our outgoing emails, unless you tell us to do so, and you and we are able to agree and implement a mutually acceptable encryption method.

We do not accept any responsibility for viruses or anything similar in any emails or any attachments originating from us. Also, we do not accept any responsibility for any changes to, or interception of, any email or any attachment after it leaves my information system.

14. Confidentiality:

We will deal with your affairs in strict confidence. Unless the disclosure is authorised by you, is a necessary part of the work that we are undertaking for you or is required under the provisions of any applicable law or court order, we will not disclose confidential data relating to you or your affairs to third parties in breach of my professional obligations of confidentiality.

Please note that the Faculty Office has rights of inspection to ensure good practice and conduct.

The disclosure of information by us in good faith to any regulatory authority or Government agency (including, where required, the National Crime Agency) to comply with any statute, regulation or other requirement will not constitute a breach of confidentiality.

In addition, under the Notarial Practice Rules 2019, any person with sufficient interest may request and be supplied with a copy of any notarial act. The disclosure of a notarial act by us to such person will not constitute a breach of confidentiality.

15. Contract (Rights of Third Parties) Act 1999:

No third party is intended to have any rights to enforce or rely on these Terms under the Contracts (Rights of Third Parties) Act 1999.

16. Severability

If any provision of these Terms are invalid or unenforceable for any reason, it will not affect the remainder of the Terms.

17. Force Majeure

Neither of us will be liable to the other for any delay or failure to fulfil obligations caused by circumstances which are unforeseeable and outside our reasonable control.

18. Law and Jurisdiction:

These Terms are governed by the laws of England and Wales and any dispute or legal issue arising from these Terms will be considered exclusively by the courts of England and Wales