

## **TERMS OF BUSINESS FOR THE PROVISION OF THE NOTARIAL SERVICES OF Petra Caroline Edwards .**

In these Terms of Business “we”, “us”, “our” , “her” means Petra Caroline Edwards (the “Notary”).

### **1. PLACES OF BUSINESS**

Horsham – By Appointment Only  
4<sup>th</sup> Floor Springfield House  
Horsham  
RH12 2RG

Brighton – By Appointment Only  
Platform 9, 5<sup>th</sup> Floor Tower Point  
44 North Road  
Brighton, BN1 1YR

### **2. RESPONSIBILITY FOR WORK**

- 2.1 All work is carried out for you and given to you by the Notary, **Petra Caroline Edwards**.
- 2.2 The Notary maintains compulsory professional indemnity insurance of £1,000,000.

### **3. MONEY LAUNDERING**

- 3.1 The Notary is required to comply with the Terrorism Act 2000, the Proceeds of Crime Act 2002 and The Money Laundering Regulations 2007 (the “Regulations”).
- 3.2 Under the Regulations the Notary is obliged (amongst other things):
  - 3.2.1 To take “due diligence” measures to verify and document the identity of all clients. This may include establishing and possibly verifying the identity of anyone on whose behalf a client is acting. It may also include establishing and possibly verifying the identity of anyone who is a director or senior manager of the client and/or who is to be regarded for the purposes of the Regulations as a “beneficial owner” of the client (such as shareholders where the client is a company and beneficiaries where the client is a trustee).
  - 3.2.2 To keep records of those due diligence measures and to keep those records up to date throughout the period of our business relationship with a client.
- 3.3 When conducting “due diligence” measures on individuals, the Notary may use a reputable Client Identity Verification provider to conduct identity checks and in such cases the individual’s name address and other personal data will be supplied to the agency via its website for which there will be an additional charge of £12 per check.
- 3.4 In order to complete our “due diligence” measures both at the outset of a matter and subsequently the Notary will normally require to see a current signed passport or photo-card driving licence plus utility bills but other or additional material may be acceptable or required.
- 3.5 We ask that you co-operate as promptly as possible with requests for assistance in the completion of due diligence measures. In some situations, the Regulations forbid us from commencing work on your behalf until the initial due diligence measures are complete, and we reserve the right in all cases to require the completion of due diligence measures before proceeding.
- 3.6 In the event that we are unable to complete our due diligence measures promptly, the Regulations require us in some situations to cease acting on your behalf. In all other cases we reserve the right, at our absolute discretion to cease acting for you if the due diligence measures are not completed. In the event that we cease to act on your behalf we will not accept liability for any loss suffered by you as a result.
- 3.7 Please do not make any arrangements for payments to be made to us prior to confirmation that all due diligence measures have been completed.
- 3.8 Please note that we may be required by law to make a disclosure to the National Crime Agency where we know or suspect that a transaction may involve money laundering or terrorist financing. If we make a disclosure in relation to your matter, we may not be able to tell you that a disclosure has been made. We may have to stop working on your matter for a period of time and may not be able to tell you why. We will not accept any liability for any loss suffered as a direct or indirect result of such disclosure being made or our having to stop work.

### **3.9 FEES, EXPENSES AND LIABILITY TO PAY**

- 3.10 Our Fees
  - 3.10.1 The Notary will provide a fee estimate at the outset of the instruction with a minimum charge of £80.00 plus VAT
  - 3.10.2 Rates are normally reviewed once a year and details of any revision in rates occurring during a matter will be supplied to you in writing.

- 3.10.3 In some instances, for example where a matter is exceptionally complex or urgent, or other work is carried out necessarily outside our normal office hours, work will be charged on an hourly rate which is currently £250 plus vat per hour.

### **3.11 Expenses**

- 3.11.1 In addition to our fees (and whether or not the matter completes), we will charge for expenses and disbursements we incur on your behalf. These include payments made on your behalf for such items as, consular agent's fees, legalisation fees, translator's fees, courier's fees, special postage, travel fares, search fees and Land or Probate Registry fees. The Notary has no obligation to incur such expenses or disbursements unless funds have been provided by you for that purpose. VAT is payable on certain expenses and disbursements.

### **3.12 Liability to Pay**

- 3.12.1 Fees expenses and disbursements are payable by you whether or not a case is successfully concluded or a transaction completed.

## **4. ARRANGEMENTS FOR PAYMENT OF FEES**

### **4.1 Payment terms**

The fees for notarial services are payable upon demand, on or before the date of the bill. We reserve the right not to release notarised documents to you until such time as our fees have been paid.

- 4.2 If full payment is not made within 14 days of the date of the bill interest may be charged at the rate applicable to judgment debts on the unpaid balance.

- 4.3 If at any stage you are concerned about the level of costs you should speak to the notary. You may set a limit on fees to be incurred. You may also use our complaints procedure (further details of which are set out below).

## **5. YOUR OWN ADVICE AND THE NOTARY'S RESPONSIBILITIES**

- 5.1 The Notary does not in any way advise on foreign law or on the suitability or enforceability of any document produced to the Notary. The role of the Notary is to be satisfied that you understand the content of the document and that you intend to be bound by it. Before you see the Notary, you are advised to first seek the advice of your own independent legal or other competent adviser who practises or is skilled in the law of the jurisdiction to which the document will be sent.

- 5.2 The Notary acts solely in an evidential and authentication capacity. To that end, the Notary has to be satisfied not only as to your identity but also your legal capacity and authority to execute any document, your understanding and approval of it and that you intend (voluntarily) to be bound by it. If the document is not in English, the Notary may insist on a translation of it.

## **6. NOTARIES (INSPECTIONS) REGULATIONS 2014**

- 6.1 The records and practice of the Notary, including any documents you may provide to or which the Notary may prepare for you, may be the subject of an inspection by another notary (the "Inspector") appointed for this purpose by the Registrar of the Faculty Office of the Archbishop of Canterbury pursuant to the Notaries (Inspections) Regulations 2014.

- 6.2 Under those Regulations, the Inspector is required at all times to respect the confidentiality of the inspected documents and not to disclose information concerning the inspected documents or the clients of the Notary save to the Master or Registrar of the Faculty Office of the Archbishop of Canterbury as may be necessary.

## **7. COMMUNICATION AND CONFIDENTIALITY**

- 7.1 If you have any preference as to the method of our communication with you then please do let us know. Unless instructed to the contrary we may communicate via email.

- 7.2 Please note that correspondence via email carries inherent risks and we cannot guarantee confidentiality. As part of our security systems we routinely monitor all incoming and outgoing emails. Information we exchange by email is therefore sent at your own risk.

- 7.3 We have rigorous standards in the maintenance of confidentiality. We do not use clients' names in promotional literature or in any press release without first obtaining approval from the client and even then, we do not disclose any information of a confidential nature.

**8. DATA PROTECTION ACT 1998**

8.1 We observe the requirements of the Data Protection Act 1998 and the data protection principles in relation to personal data. By agreeing to these terms, you are agreeing to the processing of personal data to enable us to carry out work on your behalf. In addition, it is our practice to send our clients marketing material and information which we think may be of interest or benefit to you. If you do not wish to be contacted with such material or information, please inform us in writing as soon as possible. We may also pass your personal data to other professionals in order to obtain advice and to comply with the Notary's professional and contractual obligations.

**9. ANTI CORRUPTION AND BRIBERY**

9.1 We will uphold all laws relevant to countering bribery and corruption in all the jurisdictions in which we operate. However, we remain bound by the laws of the UK, including the Bribery Act 2010 in respect of our conduct both at home and abroad.

**10. GENERAL**

10.1 Acceptance

Your continuing instructions will amount to your acceptance of these Terms of Business.

10.2 Application

These Terms of Business shall apply except to the extent that they are modified by notice in writing.

10.3 Future Instructions Unless otherwise agreed, and subject to possible revision of hourly rates, these Terms of Business will apply to any future instructions given by you to the Notary.

10.4 Applicable law and jurisdiction

These Terms of Business shall be governed by and construed in accordance with the laws of England and Wales. The English courts shall have exclusive jurisdiction in any dispute arising out of our acting on your behalf.

10.5 If any terms or provisions of this agreement (or parts thereof) are to become invalid, illegal or unenforceable, the remainder shall survive unaffected to the fullest extent permitted by law.

**MY REGULATOR**

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](mailto:Faculty.office@1thesanctuary.com)

Website [www.facultyoffice.org.uk](http://www.facultyoffice.org.uk)

**COMPLAINTS PROCEDURE**

If you have complaints about the work of the Notary, please do not hesitate to contact the Notary in the first instance. If the matter cannot be immediately resolved the Notary will refer your complaint to the Notaries Society of which the Notary is a member, who have a Complaints Procedure which is approved by the Faculty Office.

Alternatively, you can complain to the Notaries Society directly. 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](mailto:secretary@thenotariessociety.org.uk)

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 eight weeks from the date of making the complaint to the Notary, make your complaint direct to the Legal Ombudsman (whose contact details are set out below) if the matter has not been resolved to your satisfaction:

Legal Ombudsman PO Box 6806 Wolverhampton WV1 9WJ

Tel: 0300 555 0333 Or [enquiries@legalombudsman.org.uk](mailto:enquiries@legalombudsman.org.uk) Website [www.legalombudsman.org.uk](http://www.legalombudsman.org.uk)