

## TERMS OF BUSINESS

### 1. Scope of Application

“**We**”/“**us**”/“**our**” means the business of GREENFIELD NOTARY LTD of Golden Cross House, 8 Duncannon Street, London WC2N 4JF. We are a private limited company, registered by the Registrar of Companies for England and Wales under number 10760339, with VAT registration number GB359113595.

“**You**” means the individuals or corporate bodies to which we provide notarial and/or legalisation and/or translation services.

By instructing us to act you acknowledge that you understand and accept the following terms.

### 2. Hours of Business and Place of Business

Our usual hours of business are weekdays from 9 a.m. to 5 p.m.

Our usual places of business are:

- Golden Cross House, 8 Duncannon Street, London WC2N 4JF
- 14-16 Dowgate Hill, London EC4R 2SU
- Chancery House, St Nicholas Way, Sutton SM1 1JB

Tel. 020 76 920 838 and 020 70 960 905, Mob. 07876 564 894

E-mail: [info@greenfieldnotary.co.uk](mailto:info@greenfieldnotary.co.uk)

Website: [www.greenfieldnotary.co.uk](http://www.greenfieldnotary.co.uk)

### 3. Appointments and Cancellation

3.1. Clients are seen strictly by appointment only. On request, appointments can be made outside our office hours or our usual places of business, but such appointments may be subject to additional charges.

3.2. When we have agreed to a meeting outside our offices, any change of time or cancellation of the meeting by you must be notified to us at the earliest opportunity. We reserve the right to charge a cancellation fee for meetings cancelled at short notice, particularly when a meeting is cancelled once the notary is already on the way to the meeting or have arrived at the place of the meeting. The cancellation fee charged in such circumstances will be as agreed in advance with you or, if no express agreement exists, £120 + VAT for meetings at addresses in Central London and Sutton, Surrey. A higher cancellation fee may be applied to cancellation of meetings at short notice outside Central London or Sutton, Surrey.

3.3. Where an agreed meeting is delayed and the notary has to wait at the place of the meeting, we reserve the right to charge for any waiting time. The same charges will apply, if a meeting lasts more than 30 minutes, because the notary has to wait for documents to be amended, completed or printed out, or additional documents have to be produced. Waiting time may be charged at any rate agreed in advance or, in the absence of prior agreement, at a rate of £30 + VAT per 5 minutes of waiting time.

#### 4. Regulation and Quality of Service

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

The Faculty Office

1, The Sanctuary

Westminster

London SW1P 3JT

Telephone: 020 7222 5381

E-mail: [faculty.office@1thesanctuary.com](mailto:faculty.office@1thesanctuary.com)

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

We are confident that we will provide you with a satisfactory service, but if you are dissatisfied about the service you have received and wish to complain, please do not hesitate to contact us:

GREENFIELD NOTARY LTD

Golden Cross House, 8 Duncannon Street, London WC2N 4JF

Telephone: 020 70 960 905

E-mail: [info@greenfieldnotary.co.uk](mailto:info@greenfieldnotary.co.uk)

Website: [www.greenfieldnotary.co.uk](http://www.greenfieldnotary.co.uk)

If we are unable to resolve the matter you may then complain to The Notaries Society, which has a Complaints Procedure 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

PO Box 7655 Milton Keynes MK11 9NR

E-mail: [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 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 6 months from the date you first notified us that you were dissatisfied, make your complaint to the Legal Ombudsman, if you are not happy with the result. Certain kinds of commercial entities are not eligible to make a complaint to the Legal Ombudsman – please refer to the Legal Ombudsman Scheme Rules or consult the Faculty Office. Here are the contact details:

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 Legal Ombudsman, you must do so within certain time limits, namely:

- a) Within six months of receiving a final response to your complaint **and**
- b) Within
  - Six years from the date of act/omission, or
  - Three years from when you should reasonably have known there was cause for complaint (if the act or omission took place more than six years ago).

#### 5. Accepting and Declining Instructions

5.1. All instructions or requests for services must be clearly set out in writing and addressed correctly to us. You shall also provide us with full and accurate information and documentation sufficient to enable us to carry out your instructions.

5.2. We will accept instructions from you in accordance with the Notaries Practice Rules 2019 and the notary's oath of office. We may decline to accept instructions with good reason, for example if you fail to give us proper instructions or the instructions are contrary to our rules of professional conduct. We will notify you in such circumstances.

#### 6. Our Responsibilities

6.1. Our professional rules require us to act impartially and independently. We owe duty of care to you but also to all persons who may legitimately rely on our notarial acts.

6.2. We must be satisfied as to your identity, your capacity, your authority and your understanding and approval of the transaction; in certain instances, we may insist on a translation.

6.3. You should seek the advice of your own independent legal or other competent professional advisers. Our responsibility does not extend to giving legal advice or drafting documents, unless otherwise agreed in writing.

6.4. Our aim is to ensure that the document – in the manner of its execution, its form and substance – will achieve its purpose. However, we cannot be held liable if you (either directly or through professional advisers you direct us to) ask us to follow particular instructions in terms of the requirements of the recipient country.

6.5. You understand that we have absolute discretion to issue a restricted certification in certain circumstances.

6.6. We will keep you informed of the progress made in carrying out your instructions and advise you of any delays. We will also advise you if it becomes necessary to change the basis on which our fees are payable or calculated.

## 7. Fees and Disbursements

7.1. Our fees and costs are subject to VAT at the relevant current rate.

7.2. Our fees may be based either on the time taken for the whole matter or on a fixed rate, or on a combination of the two. In any event, a minimum fee of £95 + VAT will apply.

7.3. Where fees are calculated on an hourly basis, the complexity of the matter, the value of any material interest involved and the level of responsibility assumed by us is taken into account. The charges include the time incurred in making and preparing for the appointment, travelling or waiting time, meetings with you and others, checking and dealing with any documents presented by you and any instructions accompanying the documents, consideration and drafting of documents before, during or after meetings, attending to any amendments or completing any blanks in the documents, binding the documents securely, dealing with any special requirements or formalities of the receiving country, any correspondence or communications with you or your advisors, and the time required to complete our notarial records.

7.4. In any event, we will make known to you in advance the basis upon which our fees will be calculated and the current hourly rate, which is to be applied. Any continued communication by you with regards to your instruction, after we have informed you about our fees, will be considered as acceptance by you of said fees.

7.5. On request, we can quote a fixed price for carrying out certain instructions. Fixed fee for notarisisation includes reviewing documents provided by you, making checks as required by law, meeting of no more than 30 minutes for certifying the documents, keeping records in accordance with NPR 2019; unless expressly agreed otherwise, it does not include completing forms, drafting or amending documents, providing legal advice, liaising with you or your advisers – for such services, unless a fixed fee is quoted, we charge on time-spent basis.

7.6. We reserve the right to vary our charges or to apply additional charges if, for example, we are required to carry out extra work or draft/review additional documents, or you do not present all required documents at the appointment and a longer or new appointment becomes necessary to deal with the missing documentation, or the matter proves to be unusually difficult or complex, or the work is extremely urgent or needs to be done outside our usual office hours or usual places of business.

7.7. If our contract is terminated before completion, we will charge you a fair and proportionate amount for any work actually carried out.

- 7.8. Miscellaneous disbursements such as legalisation and translation costs, bank charges and postage/courier expenses will be passed on to you.
- 7.9. We reserve the right to seek and obtain a payment on account of our agreed professional fees and disbursements before work commences. We reserve the right to discontinue our services or decline instructions if we have not received a payment which is due, including a requested payment on account.
- 7.10. Even if another person has agreed to pay or is responsible for paying all or part of our fees and costs, we may address our invoices to you as the instructing party and you will, in all cases, be responsible for paying them.
- 7.11. Our invoice must normally be paid on completion of the notarisation and prior to releasing the completed documentation. Should all or part of an invoice remain unpaid, we reserve the right to charge interest at 8% above the base interest rate from time to time published by the Bank of England.
- 7.12. Legal ownership or title to any documents prepared by us will not pass to you or to the person who gave instructions to us or to the person to whom we were directed to submit our invoice until our invoice and/or any disbursements have been paid in full. Similarly, we shall hold a lien over any such documents and all other working papers and items of value that have come into our possession directly or indirectly as a consequence of your instructions.

## 8. Limitation of Liability

- 8.1. We maintain professional indemnity liability cover, which is at least the minimum level of cover specified by the Master of the Faculties (presently £1 million).
- 8.2. You agree that our aggregate liability towards you for claims in connection with our services, howsoever arising, shall be limited to £1 million in total per engagement. The expression "howsoever arising" covers all causes giving rise to liability, whether arising by reason of non-performance, delay, negligence, misrepresentation, other tort, breach of contract, breach of statutory duty or otherwise. You agree that you will not bring any claim, howsoever arising, against any of our individual employees, consultants or partners personally, in respect of losses which you suffer or incur, howsoever arising, in connection with our services.
- 8.3. We shall have no liability in relation to the actions or omissions of others, including (but not limited to) postal services and couriers, agents, government or consular bodies and your own advisers.
- 8.4. All searches of the Register of Companies and other public bodies carried out by us are made using appropriate means, including online services. No liability whatsoever will arise from any inaccuracy in the information so received.

8.5. We shall have no liability for any loss of profit, revenue, opportunity, goodwill or data, or for any indirect or consequential loss.

8.6. We shall not be liable to you to the extent that we are unable to perform our services as a result of any cause beyond our reasonable control including without limitation industrial action (other than solely on the part of our personnel), act of God, war, civil commotion, terrorism, theft, malicious damage (other than by our personnel), accident, failure or breakdown of computers, machinery, systems, extreme weather conditions, power failure or failure of telecommunications ("Force Majeure"). In the event of any Force Majeure affecting us, we shall notify you as soon as reasonably practicable.

8.7. Rights as a consumer as defined in the Consumer Rights Act 2015 shall not be adversely affected by these terms to the extent prohibited by the Act.

8.8. These limitations of liability will apply notwithstanding any express or implied term of business or any collateral agreement or warranty, whether express or implied.

8.9. In view of the exclusions and limitations of our liability in these terms, we recommend that you consider taking out your own insurance in respect of those risks for which we exclude or limit our liability.

8.10. Nothing herein affects our liability for fraud or otherwise to the extent prohibited by law.

## 9. Client Identification

9.1. A primary duty of a notary is to identify the client. In the case of individuals, this includes proof of residential address. We will, therefore, require personal identity documents from clients and signatories which may include one or more of the following original documents:

- Passport
- National Identity Card
- Driving Licence (with photograph)
- Some official licences and cards, such as armed forces ID cards (with photo and signature).

9.2. Proof of address can be one of the following original documents:

- Bank statement or letter (but not credit card statement) dated within the last 3 months
- Utility bill dated within the last 3 months (which should not be mobile phone bill, but can be a printout of an online statement with name and address)
- Other document like council tax bill or statement, or letter from the electoral register.

9.3. Where the client is a company or body corporate, we will need to satisfy ourselves of the existence of that company or body. In the case of companies or bodies established in the United Kingdom, we will generally conduct our own checks. In some cases (particularly companies or bodies established overseas) we may ask you to produce certain documents.

These might include a certificate of incorporation, good standing certificate or other similar evidence of corporate existence.

9.4. In order for us to certify a signatory's authority to represent a company or any other person or body, additional documentation shall be required (in some cases, duly notarised and legalised), for example:

- constitutional documents (e.g. memorandum and articles of association)
- a power of attorney
- board resolution(s)
- extract from a commercial register
- incumbency certificate
- authorised signatory book.

## 10. Anti-Money Laundering and Counter-Terrorism Legislation Compliance

10.1. Notaries are required by various legislation provisions (including, but not limited to, those regarding money laundering, proceeds of crime and terrorism financing) to take measures to protect against fraud and forgery and other illegal activities. To ensure that we comply with this you acknowledge and agree that:

- we may make all such enquiries as we deem necessary or appropriate in order to comply with our duties, and
- you will provide us with such documents and information as we may request. Your failure to do so will entitle us to terminate our retainer and cease acting for you immediately.

10.2. If, in the course of acting for you, we discover or suspect, or have reasonable grounds for knowing or suspecting that any person is engaged in money laundering, we may (and in some cases will be required to) disclose this information to the National Crime Agency. Depending upon the particular circumstances of the case, we may not be able to tell you that such a disclosure has been made or the reasons for it.

## 11. Verification of Facts

Part of the notary's role is to check the facts in documents, and this sometimes involves obtaining evidence or proof from sources independent of you. In this we need your full cooperation. You understand that if we have to add disclaimers to the document to make it clear that there are facts which we have not been able to verify, the document may become useless or of less benefit to you and in such cases we will have no liability to you.

## 12. Keeping of Documents and Records

12.1. We will store, without charge to you, the original of any notarial act in public form and a copy of every act in private form, and copies of the client's identity documents as per respective regulations. We will not always keep a full copy of the client's own document or documents but we reserve the right to do so.

12.2. We will return to you any original documents as soon as we have completed verification or inspection, and in any case at the end of our work on the particular matter, usually after our invoice has been settled. We are under no obligation to return draft documents or copies (in electronic format or on paper) that we have received for review: such documents will be destroyed in accordance with our internal company policy.

12.3. We also reserve the right to charge for any additional copies or duplicates of documents that may be requested or required.

### 13. Data Protection and Confidentiality

13.1. We use the information you provide primarily for the provision of our services to you and for related purposes (including updating and enhancing client records, statutory returns, legal and regulatory compliance, other legitimate business purposes).

13.2. Our use of that information is subject to your instructions, the Data Protection Act 2018 and the Notaries Practice Rules 2019.

13.3. We owe duty of confidentiality to our clients. You agree, however, that we may, when required by our insurers or advisers, provide details to them of any engagement and that we may also disclose confidential information if required to do so by law or regulation. You consent to this information being passed to third parties for lawful purposes. You have a right of access under data protection legislation to the personal data that we hold about you.

13.4. Sometimes we ask third parties to undertake translating, typing, photocopying or other support services. We require them to keep matters entrusted to them confidential but, if you do not want us to use third party providers, you should inform us in advance.

13.5. In relation to personal data of data subjects you warrant to us on a continuous basis that:

- a) where applicable, you are authorised to share such personal data with us in connection with our services and that wherever another data subject is referred to, you have obtained the explicit and demonstrable consent from all relevant data subjects to the inclusion and use of any personal data concerning them;
- b) to the extent this is required in connection with our services, such personal data is accurate, complete and up to date; and
- c) either you provide your explicit consent and warrant that each data subject has provided explicit consent for the transfer of personal data to foreign organisations in connection with our services, or that an alternative legal gateway for such transfer (such as transfer necessary for the conclusion or performance of a contract concluded in the interest of the data subject) has been satisfied.

13.6. You shall and you hereby agree to indemnify us and our affiliates and their officers, employees, agents and subcontractors (each an "Indemnified Party") from and against any claims, losses, demands, actions, liabilities, fines, penalties, reasonable expenses, damages and settlement amounts (including reasonable legal fees and costs) incurred by any Indemnified Party arising out of or in connection with any breach by you of the warranties in 13.5. above.



#### 14. Electronic Communication

- 14.1. We may communicate with you by email, unless you instruct us not to do so. Please note that because of the nature of email, 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 you impliedly allow us to communicate to you by email. We will not encrypt our outgoing emails, unless you tell us to do so and we and you are able to agree and implement a mutually acceptable encryption method.
- 14.2. While we use standard virus checking software, we accept no responsibility for viruses or anything similar in any emails or any attachments originating from us. We also do not accept any responsibility for any changes to, or interception of, any email or any attachment after it leaves our information system.

#### 15. Foreign Languages

Documents that come to us may be for use overseas and/or may be in a foreign language. If so, we must ensure that both you and the notary understand the meaning and effect of a document or transaction. It is important that you show us any correspondence or advice that you have been given by others. In some cases, we may find it necessary to insist upon a translation being provided.

#### 16. Termination

- 16.1. You may at any time terminate our engagement in writing, but in this case you will be liable to compensate us for any work that has been carried out up to that moment by paying a proportionate amount of the fees agreed for the whole work and the full amount of any disbursements.
- 16.2. If you are a consumer, you may have the right to a 14-days' cooling-off period after entering into this contract. You hereby agree that the acceptance of these Terms of Business by you constitutes an express request to us to commence the provision of our services before that period has expired.
- 16.3. We reserve the right to discontinue the provision of our services, for example when our invoices are overdue, or you give us instructions which conflict with our rules of professional conduct. We shall not be held liable for any losses, costs or penalties arising from the termination of our services. We will notify you of the termination as soon as practicable.

#### 17. Interpretation and Applicable Law

- 17.1. These terms are the whole agreement between you and us. We contract only on the basis of the terms in this agreement. If any provision shall be declared to be invalid or unenforceable in any respect, the validity and enforceability of the remaining provisions shall not be impaired.

17.2. These terms are published on our website and will be brought to your attention by means of links provided in the footers of our emails or by any other appropriate means. By continuing to instruct us, you are deemed to have accepted these terms of business, unless varied by mutual agreement.

17.3. The contractual relationship that arises when you instruct us and the formal and material validity, performance and construction of this agreement, shall be governed by the laws of England and Wales. Any disputes shall be subject to the exclusive jurisdiction of the courts of England and Wales.