



Terms and Conditions (effective 1 March 2018)

Dawn Ann Stallwood is an independent Notary Public ('the Notary') practising in England and Wales under the name CompanyNotary through her company, Company Notary Limited ('Company Notary'). Company Notary performs notarial acts as a contractor to Danetree Associates Limited (Danetree), who provides an international documents service for its corporate clients and their executives. Danetree supports Company Notary with its billing and administration requirements. These terms apply to all notarial services undertaken by CompanyNotary.

1. Notarial Service

- a. These Terms of Business will apply to any future instructions you give Company Notary to carry out Notarial Services.
- b. Notarial services will be provided to clients with professionalism and reasonable care and skill.
- c. Personnel at Company Notary will:
 - i. Wherever possible, communicate how we will perform services to the client and the fee / cost basis.
 - ii. Keep client informed of progress made with your notarial requirements.
 - iii. Advise client of delays, where possible with explanation.
 - iv. Give client clear information about the costs of doing the notarial and legalisation work.
- d. It is the client's responsibility to:
 - i. fully understand the document(s) they are signing in front of the Notary;
 - ii. Provide Company Notary with the required ID (photo ID and address) and verification information and accurate detail regarding your affairs as requested;
 - iii. Provide Company Notary with advice sight of the documents to be dealt with wherever possible (and hard copies is requested).
 - iv. tell Company Notary if your situation changes.
- e. Company Notary (and the activities of the Notary) is regulated by the Faculty Office of the Archbishop of Canterbury and authorised to perform notarial services in England and Wales. *The Faculty Office contact details are: 1, The Sanctuary, Westminster, London SW1P 3JT, Tel: 02072225381 Email: faculty.office@1thesanctuary.com Website: www.facultyoffice.org.uk* The trading name 'Company Notary' / www.companynotary.com, the Notary's use of Company Notary Limited and the arrangements in place with Danetree have been previously notified to the Notaries Society and Faculty Office and approved.
- f. Company Notary's ability to provide services is dependent on the clients' prompt provision of accurate information, documentation to be notarised and where applicable funds to cover notarial service expenses by the client. Delays, variation in instructions and inaccurate information can impact both timescales and fees.
- g. The accuracy and completeness of any search made of Companies House, whether through the online search service or through a third party provider of Companies House is not the responsibility of either Company Notary or Danetree.
- h. We have a focussed approach to service and our services are provided on a mobile basis to give additional support and client service to Clients. Corporate clients should nominate people to manage notarial matters internally on their behalf. These individuals will have authority to instruct the Notary and to bind the company as to fees.

2. Data Protection

- a. Danetree and Company Notary are registered under the Data Protection Act 1998 / GDPR as data controllers in respect of information processed in the performance of notarial acts and legalisation services. We operate our notarial activities and the processing of client personal data in accordance with Notarial Practice Rules issues by the Faculty Office, the Data Protection Act 1998 and GDPR.
- b. Since 1 November 2017, client information (including Notarial Register, personal and corporate ID and copies of notarial acts performed) are stored electronically using Dropbox for Business. Notarial acts prior to this are recorded either on Danetree computer equipment (and archived to a separate hard drive) or in paper files, in a secure environment.
- c. Your records and copy documentation will be retained for a minimum of 6 years and we maintain a notarial register

- permanently. We will store your file and paperwork for such time as we judge reasonable and appropriate having regard to applicable law and regulation, after which time we are at liberty to destroy it permanently.
- d. We will communicate with clients by telephone, email and occasionally text or Skype/Zoom. We will not encrypt our outgoing communications to clients unless instructed to do so and then on condition as find a mutually acceptable encryption method, which is not cost disproportionate for Company Notary of Danetree.
 - e. For notarial practice purposes (performance of notarial acts, legalisation and document co-ordination, billing and administration, compliance with our professional rules and regulations of the regulator) and in order for client to receive communication from Danetree and Company Notary (i.e. updates on notarial practice, FCO and embassy arrangements, relevant information and services of Danetree and Company Notary to support the international development, business growth and activities of the client), we retain the contact information of our notarial connections, which may include personal data. Please see our Privacy Policy and Data Protection Statement, both available from our website or by email request to the Notary. Both these documents are incorporated by reference into these terms of business.
 - f. Danetree provides ancillary commercial counsel, contract management, negotiation support and international development for its clients. Information on these services may be provided to the client if deemed appropriate to the clients' business activities and requirements. Separate terms of business would apply.

3. Complaints

- a. **If you are dissatisfied with the service provided, please raise this with the Notary.**
- b. **If you remain dissatisfied, please contact The Notaries Society of England and Wales 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: Secretary of The Notaries Society, Old Church Chambers, 23 Sandhills Road, St James, Northampton NN5 5LH Email: secretary@thenotariessociety.org.uk Tel: 01604 758908 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.**
- c. **Finally, even if you have your complaint 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 the Notary that you were dissatisfied, make your complaint to the Legal Ombudsman*, if you are not happy with the result: Legal Ombudsman, PO Box 6806, Wolverhampton WV1 9WJ, Tel: 0300 555 0333 Emails: enquiries@legalombudsman.org.uk www.legalombudsman.org.uk**
- d. **If you decide to make a complaint to the Legal Ombudsman you must refer your matter to the Legal Ombudsman within 6 months from the conclusion of the complaint process.**
- e. ***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.**

4. Fees

- a. These rates are applicable until 31st December 2018.
- b. Fees are calculated using a scale which is reviewed from time to time. Increases to our fee scale is published annually via an update to these Terms.
- c. Wherever possible, we will give you confirmation by email, text or telephone prior to the appointment of our fees and applicable expenses / disbursements. We try to work with a fixed fee for clients wherever possible. If this is not possible, we will provide an estimate of fees, disbursements and expenses to provide clients with certainty.
- d. Notarial practice guidelines state fees should be fair and reasonable. In assessing this the Notary may have regard to all the wider circumstances. As such Company Notary fees may also include an additional element reflecting other factors including time spent, value, importance, flexibility, urgency, speed, complexity or special skills.
- e. We provide an end-to-end service and work on a fully mobile service, always visiting the client at their preferred location and time, including out of normal business hours. Unless otherwise agreed, charges are based on a minimum appointment charge of £260 excluding VAT, assuming no more than two documents being dealt with. Additional documents are charged at £125 per document, excluding VAT. Time spent includes travel, preparation, attendance and post appointment activities, such as co-ordination of legalisation and completion of the Notarial Register.
- f. Danetree will invoice you for the notarial activity, together with, translation fees, Companies House Fees, FCO certification and embassy formalities (if applicable).
- g. Changes to fees or these terms will be posted onto www.companynotary.com or may communicated by email and will be effective from the date of posting or email being sent.
- h. VAT is applicable to fees and disbursements / expenses, where applicable.
- i. The main disbursements are FCO (Apostille) fees, Legalisation Fees, Legalisation Agent/Courier charges, travel costs, courier and special delivery.

- j. Unless we stipulate otherwise by email or on invoice, fees are payable within 14 days of date of invoice. First time clients may be required to pay our fees and charges at the appointment.
- k. Invoices will be sent by email. If a client requests that we upload or enter into invoicing information into their own accounts system (for example Serengity), we reserve the right to make an admin charge for each invoice for doing so as it often involves duplication of time and effort.
- l. Late payment of invoice may result in the Notary suspending further notarial services, retaining the clients' notarial documentation as a lien and/or to apply interest at the rate of 5% above HSBC Bank base rate until payment is made. All other remedies are reserved. We reserve the right to hold release of Notarised documents until all fees and disbursements have been paid in full.
- m. If instructions are terminated for any reason, a reasonable charge will be made for all work carried out to date.
- n. Payment can be made by online transfer (bank account details available upon request), credit card (we use iZettle) by cheque – to be made payable to 'Danetree Associates Limited'. In all cases, payment must be made in sufficient time to allow for bank clearance before they are required / the payment date. We prefer not to receive payment in cash. International payments must be made to include any exchange rate / bank fees so that we receive the full amount of our invoice.
- o. Where possible we ask clients to arrange payments for Companies House charges, FCO fees, Legalisation (Embassy / Consulate) fees, Courier and translator's charges direct (by cheque or bank transfer). Where not feasible, then we may invoice you for monies on account prior to work commencing to cover these amounts.
- p. Any queries concerning an invoice should be raised immediately upon receipt.

5. Money Laundering

- a. Company Notary is required under anti-money laundering regulations to make various enquiries of those signing documents to be notarised in her presence to help prevent terrorism, organised crime and money laundering. This legislation requires notaries to report suspicious transactions to law enforcement agencies. The enquiries we make include proof of identity, residential address and capacity as well as details of the source and proposed destination of funds or commercial strategy connected with the documentation to be notarised.
- b. You agree to provide all information we may ask you to supply.
- c. We are not responsible for any delay or loss clients may suffer as a result of the Notary complying with anti-money laundering such procedures and regulations.
- d. The Notary is entitled to refuse to act (or issue a restricted certification) if she has any concerns.

6. Termination of retainer

- a. Client: You may terminate instructions to us in writing at any time. You will have no obligation to other than to make payment of any outstanding invoices
- b. Company Notary / Danetree: In the event of payment not being made for an invoice or on account as requested, or in the event of client insolvency, money laundering concerns, business integrity issues (including under Bribery Act or FCPA), if a conflict of interest becomes apparent or if a client fails to instruct Company Notary properly, Company Notary may decline to act any further.

7. Written Translation, Proof of Identity and Records

- a. Identification of individuals and proof of residential address is required. This is usually by clients presenting or providing for inspection photo ID (current passport, driving licence or national ID card) and a recent utility, council tax or bank statement.
- b. If acting on behalf of a company, we will need to establish that it exists (we do this via UK Companies House web-check for UK companies) and that the signatory has authority (under general law or by specific appointment) to represent it. Please be ready to present for inspection: current Articles and Memorandum of Association, certificate of incorporation (on change of name), last Annual Return, last Accounts and if requested board minute.
- c. We may ask to take scans or copies of this information.
- d. In cases where we do not have knowledge of the language in which the document is written or you cannot confirm your fluent understanding of the document, it may be necessary for you to obtain an official translation before and/or after execution of the documentation.
- e. At the end of the matter, an entry in our notarial register will be made of: date and nature of the notarial act, the person at whose request the act was performed, any person acting in a representative capacity and fee charged. We may also keep a copy of our notarial act and the document we notarise.

8. Professional indemnity, limitations on liability

- a. At your request we will dispatch documents on your behalf. Such documents are at your risk after we have delivered them to the postal service or carrier.
- b. Embassies and government departments may in their discretion delay or refuse to deal with your documentation.

Occasionally they may damage your documentation. We are not responsible for the action (or inaction or delay) of these organisations.

- c. Company Notary has in place professional indemnity and fidelity insurance cover, to comply with the Faculty Office minimum insurance coverage levels for any notarial acts the performed by Company Notary in England and Wales. This level of insurance coverage is the maximum liability of Company Notary to the client in connection with any liability in no circumstances will the liability of Company Notary exceed £1,000,000.
- d. The contract you make is with Company Notary. You agree to only pursue Company Notary for any claim made in connection with our notarial services and you will not bring any claims against the Notary personally.
- e. The amount of any liability is to be reduced so far as may be appropriate to take account of the degree of responsibility of any other professional or other advisers whom the client has consulted in relation to the matter as if the firm had successfully claimed contribution from them under the Civil Liability (Contribution) Act 1978 taking no regard for any limitation agreed between the client and such advisor, and they had the resources to meet the same, provided that the firm shall not be obliged to make or pursue any such claim for contribution.
- f. In any event, no liability whatsoever will be accepted where such liability either arises from:
 - i. any instructions or information given by the client or by any third party being incomplete, inaccurate or incorrect;
 - ii. where such liability is for any indirect, economic or consequential loss or damage, costs, expenses or other claims for consequential compensation whatsoever or howsoever caused which arise out of or in connection with the notarial services provided or for loss of profit, loss of business, loss of data, depletion of goodwill or loss occurring in the normal course of business or otherwise;
 - iii. any cause beyond our reasonable control including industrial action, act of God, war, civil commotion or unrest, loss of recognition of a country's status or removal or closing down of a diplomatic mission or consular representation in London, terrorism (or threat of), theft, malicious damage, accident, failure or breakdown or machinery, systems, computers, extreme weather conditions, power failure or failure of telecommunications.
- g. A notary's first duty is to the transaction as a whole. Unless otherwise agreed in writing, a Notary's responsibility is limited to the notarial formalities and does not extend to advice on or drafting of documentation or in relation to substantive legal input on the matter under consideration. The Notary's capacity is in connection with the authentication of those signing documents or in respect of the confirmation of certain statements of fact or genuineness of copy documentation. These limitations will apply notwithstanding any express or implied term of business or any collateral agreement or warranty, whether express or implied.

9. General

- a. The copyright and IPR in any materials we produce for you or applications you use as part of the provision of our services remain the property of Company Notary. You are permitted to make use of those materials and applications only for the limited purposes for which they are created and such permission is conditional on the client having paid our fees for those materials.
- b. The performance and benefit of our contract with you may be assigned by Company Notary to any person who continues all or part of our business.
- c. Third party rights, including the Contract (Rights of Third Parties Act 1999) are excluded to the extent permitted by law.
- d. We are proud of the clients we provide notarial services to. We reserve the right to publish online and in our marketing material the names of our business clients whom we provide services to and their testimonials.
- e. English law shall be the applicable law and the English courts shall have sole jurisdiction in any dispute. No liability will be accepted for any claim first brought in either the USA or Canada.
- f. We do not advise on foreign law or on the suitability or enforceability of the document I am dealing with. The role of the Notary is one of an evidential and authentication capacity only. The Notary reserves the right to restrict or limit any notarial certificate of statement she makes.
- g. 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.