



Terms and Conditions (effective 1 February 2020) ('Terms')

Company Notary Limited is a UK company ('Company Notary/We/Our/Us'), 100% owned by notary public Dawn Ann Stallwood and is authorised through the Faculty Office of the Archbishop of Canterbury, England to provide notarial services in England and Wales. Company Notary provides notarial services through the activities of Dawn Ann Stallwood and other independent consultant notaries from time to time (together 'Notary'). Company Notary also performs notarial acts as a contractor to Danetree Associates Limited, a UK company (Danetree), who provides an international documents service for its corporate clients and their executives. Danetree supports Company Notary with its billing, practice management, legalisation and administration requirements. These terms apply to all notarial services undertaken by CompanyNotary.

Throughout these Terms the reference to 'in writing' or 'written' is taken to include email and reference to 'client/you/your' means a person, organisation or other legal entity who receives notarial services from a Notary for Company Notary.

1. Typical Stages of a notarial transaction

Each notarial matter is different and requirements will vary according to whether the client is signing personally or in a representative capacity. Some of the typical key stages are likely to include:

- a. Receiving and reviewing the documents to be notarised together with any instructions the client has received.
- b. Liaising with clients' legal or other advisors or other bodies to obtain any necessary documentation (e.g. information from Companies House or foreign registries, powers of attorney etc.).
- c. Checking the identity, capacity and authority of the person who is to sign the document.
- d. Dealing with any anti-money laundering regulatory requirements as applicable.
- e. If a document is to be certified, checking with the issuing authorities that the document/award is genuine.
- f. Attending the signatory to verify their identity and to ascertain that they understand what they are signing, that they are doing so of their own free will and ensuring that the document is executed correctly.
- g. Drafting and affixing or endorsing a notarial certificate to the document.
- h. Completing the notarisation of the documentation.
- i. Arranging for the legalisation of the document as appropriate.
- j. Arranging for storage of copies of notarised documents in accordance with the requirements of the Notarial Practice Rules 2019.
- k. Completing the notarial register.
- l. Providing scanned copies of the notarised documents.
- m. Forwarding of the notarised documents as per client instruction.

2. Notarial Service

- a. These Terms will apply to any future instructions the client gives Company Notary to carry out notarial services. This includes in the case of a company or organisation as the client, any other group company, organisation or legal entity.
- b. 'Notary' shall mean any individual who has signed an independent consultancy agreement with Company Notary for the provision of notarial services to Company Notary clients (past, present and prospective).
- c. Company Notary undertakes to ensure that notarial services will be provided with professionalism and reasonable care and skill.
- d. The 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.
- e. It is the client's responsibility to:
 - i. Fully understand the document(s) and the underlying transaction that they or their offices or other representatives are signing or dealing with and which require notarial services;
 - ii. Provide Company Notary with the required ID (photo ID and address), proof of capacity and verification information and accurate detail regarding your affairs as requested and ensure they have explicit consent from the individuals concerned that their

- personal information may be shared and then processed by Company Notary, Danetree and the Notary (as applicable) in the performance of notarial and legalisation services.;
- iii. Provide Company Notary with advice sight via email of the documents to be dealt with wherever possible (and hard copies is requested), including any instructions on formalities;
 - iv. Provide correct and complete forwarding information for the completed documentation, including contact name, address and contact number;
 - v. Tell Company Notary if your situation or requirements change.
- f. Company Notary (and the activities of each Notary) is regulated through 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, Dawn Stallwood'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. The Faculty Office has also confirmed Company Notary's use of independent notary publics on a self-employed consultancy basis.
 - g. 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.
 - h. 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.
 - i. 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.
 - j. We ask regular and/or frequent clients of Company Notary to sign a non-exclusive framework services agreement and upon such an agreement being in place, these Terms cease to apply.
 - k. By written agreement, the Notary will consider providing her or his electronic signature, stamp and seal to documents using DocuSign, SignNow, AdobeSign or similar. If this option is chosen by the client, it takes full responsibility as to whether the document will be acceptable in the receiving country. As regards FCO apostille, in the event that the FCO Legalisation Office adopt the e-Apostille, the client agrees to provide such assistance as may be required in order for the FCO apostille to be replaced with the e-Apostille system.
 - l. Company Notary reserves the right to engage Danetree or other third parties to provide some or all of the non-Notary services and the client by provides their consent to do so.

3. Data Protection

- a. Danetree and Company Notary are registered under the Data Protection Act 1998 / GDPR as data controllers / processors (depending on the activity) in respect of personal 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 issued by the Faculty Office, the Data Protection Act 1998 and GDPR. Each Notary also maintains their own registration with UK ICO.
- b. Since 1 November 2017, client information (including Notarial Register, personal and corporate ID and copies of notarial acts performed) are uploaded (using CamScanner primarily) and stored electronically using Dropbox for Business. Notarial acts prior to this are recorded either on Danetree or the Notary's computer equipment (and archived to a separate hard drive) or a secure cloud based storage facility, or are in paper files in a secure environment. The Notary may use CamScanner and smartphone or tablet camera to take copies of client information (i.e. ID) at notarial appointments. Company Notary reserves the right to change the electronic storage provider from time to time and in doing so will ensure security levels no less effective than that provided by Dropbox for Business.
- c. Your records and copy documentation will be retained for a minimum of 6 years and we maintain an electronic notarial register permanently, which will include personal information of clients if this is considered necessary (for example copy photo ID is retained in case of fraud or forgery, which may only come to light many years later). 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. Usual practice is for the client to receive an electronic scanned copy of the notarised documents to an email they nominate from time to time. If asked, such scans can also be provided to third parties as instructed by the client. Once sent to the client (or third party), the client becomes solely responsible for any Data Protection law obligations.
- e. At the end of the matter an entry in the notarial register will be made of the date and nature of the notarial act, the person at whose request the act was performed, any person acting in a representative capacity and their ID and fee charged. The notary register is kept as a permanent record in electronic form.

- f. For information, Company Notary is piloting a proprietary electronic notarial register and virtual practice management system for notaries during 2020 and if adopted, will replace how enquiries and estimates, notarial records and register, notarial certificate production, document storage and billing are managed. The client information will be transferred to this system. The client receiving notarial services from Company Notary will be taken to be advance consent for Company Notary to do so.
- g. We will communicate with clients by telephone, email and occasionally whatsapp, 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.
- h. 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.
- i. Please see our Privacy Policy and Data Protection Statement, both available from our website or by email request to us. Both these documents are incorporated by reference into these Terms.

4. Complaints

- a. If you are dissatisfied with the service provided, please raise this with the Notary.
- b. If you remain dissatisfied, please contact Dawn Stallwood, as managing director of Company Notary. If this has not resolved the issue to your reasonably satisfaction, then 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 the client decides to make a complaint to the Legal Ombudsman the client must refer the client matter to the Legal Ombudsman within:
 - i. 6 months from the conclusion of the complaint process; and
 - ii. 6 years from the date of act/omission;
 - iii. 3 years from when the client should reasonably have known there was cause for complaint (but only if the act or omission took place more than 6 years ago)
- e. The act or omission or which you should have reasonably known there was cause for complaint must have been after 5th October 2010.
- f. *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.

5. Fees

- a. These rates are applicable until 31st December 2021.
- b. Fees are calculated using a scale which is reviewed from time to time. Increases to our fee scale are published via an online update to these Terms and will be effective from the date of posting on www.companynotary.com and linked websites.
- c. Unless you have previously signed a Framework Services Agreement Danetree or CNL:
 - i. If the matter is simple we will endeavour to charge a fixed fee to include disbursements such as legalisation fees, postage, consular agent fees, courier fees, travelling expenses, translating costs and so on.
 - ii. We will give you confirmation in writing prior to the provision of notarial services of our fees and applicable expenses / disbursements. We try to work with a fixed fee for clients wherever possible.
 - iii. If a fixed fee is not possible, we will provide with a written quotation for our services and we will let you know which elements of that quotation are fixed or estimated, together with an explanation as to how the estimate is arrived at.
 - iv. We will advise you of any changes in the fee or disbursement / expenses estimate as soon as practicable.

- v. Any quotation provided will also set out as a high-level service information - summary of the steps involved in performing notarial and legalisation services for you and an explanation as to why they are necessary, timescales (including estimates where we cannot provide certainty) to perform those steps, what has been agreed as to legalisation including any instructions from you that you do not wish for your document(s) to be legalised.
- d. Occasionally, unforeseen or unusual issues arise during the course of the notarial services which may result in a revision of our fees or any written estimate of fees provided. Examples of this could include where additional documents are required to be notarised, additional legalisations are needed to meet the requirements of the receiving country, third party fee changes and so on. We will notify you in writing of any changes in the fee estimate as soon as practicable.
- e. 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.
- f. 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.
- g. Danetree and/or Company Notary (as applicable) will invoice you for the notarial activity, together with, as applicable and by way of example only, translation fees, Companies House and GRO Fees, Legalisation: FCO certification, consular and embassy formalities (including attendance fees or use of a 3rd party legalisation agent).
- h. 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.
- i. VAT is applicable to fees and disbursements / expenses, where applicable.
- j. Disbursements:
 - i. Some documents require legalisation before they will be accepted for use in the receiving country by obtaining an apostille through the UK Foreign and Commonwealth Office and, for some countries, additional legalisation is required through the relevant embassy or consulate.
 - ii. The main disbursements are FCO (Apostille) fees, Legalisation Fees, Legalisation Agent/Courier attendance charges, translation/interpreter costs, travel costs, courier and special delivery.
- k. Unless we stipulate otherwise in writing, payment of Company Notary fees, expenses and disbursements is due when the document has been prepared which the Notary may retain pending payment in full.
- l. Invoices will be sent by email. If a client instructs us to upload or enter into invoicing information into their own accounts or practice management system (for example Serengity), we reserve the right to make an administration charge for each invoice for doing so as it often involves duplication of time and effort.
- m. Late payment of invoice may result in our 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.
- n. If instructions are terminated for any reason, a reasonable charge will be made for all work carried out to date.
- o. Payment can be made by online transfer (bank account details available upon request) or credit card (we use iZettle and Square). In all cases, payment must be made in sufficient time to allow for bank clearance before they are required / the payment date. We do not accept cash or cheque. International payments must be made to include any exchange rate / bank fees so that we receive the full amount of our invoice.
- p. Where possible we ask clients to arrange direct payments for Companies House charges, FCO fees, Legalisation (Embassy / Consulate) fees, Courier and translator/interpreter charges direct (by cheque or bank transfer). Where not feasible, then we may ask you to make payment in advance prior to work commencing to cover these amounts.
- q. Any queries concerning an invoice should be raised immediately upon receipt.
- r. We will obtain your approval to disbursements and expenses are obtained we commit to these costs.

6. 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. You agree to provide all information we may ask you to supply.
- b. 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.
- c. The Notary is entitled to refuse to act (or issue a restricted certification) if she or he has any concerns.

7. Termination of retainer

- a. Client:
- i. Subject to clause 7 a(ii) below, you may terminate instructions to us in writing at any time with reasonable notice. You will have no obligation to other than to make payment of any outstanding invoices, or disbursements and expenses which have already been committed to and which are not refundable.
 - ii. Consumer Cooling Off Cancellation Period –Consumer Contracts Regulations 2013 (“CCR”):
 1. Where the CCR apply (typically where the client is an individual consumer and our contract with you was concluded either at or following a meeting with you off premises or by a form of distance communication) the client has a cancellation period of 14 days after the date the client accepts our quotation or the date on which you continue to give me instructions, whichever is earlier.
 2. The client can cancel their contract within the cancellation period by giving us a clear statement and in which case Company Notary will, subject to clause 7a(ii)3 below, 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 me of the cancellation.
 3. If the client asks Company Notary to begin work during the cancellation period, the client can still cancel but the client must pay Company Notary an amount in proportion to the work which the Notary/Company Notary have performed (including any disbursements and expenses already incurred or committed to with no opportunity for refund) and this proportion will not be reimbursed to the client.
- 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.

8. 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. We may also need proof in respect of name changes.
- b. If acting on behalf of an organisation (i.e. a company or partnership), we will need to establish that it exists (in the case of UK companies, we do this via UK Companies House web-check) 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, trust or partnership deed or charter/constitution/rules, certificate of incorporation (on change of name), last Annual Return, last Accounts and if requested board minute.
- c. The Notary may need to make further enquiries, including undertake company searches (UK or foreign registers) which may have an effect on the level of fees Company Notary charges you.
- d. We may ask to take scans or copies of this information and we will retain these for future reference.
- e. 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.
- f. 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.

9. 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. Extra charges apply.
- 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 of 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.

10. 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 or its licensors. 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.