



Royal & Co.

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TERMS AND CONDITIONS OF BUSINESS

1. GENERAL

- 1.1 These Terms and Conditions of Business are very important as they form part of the legal contract between You and Us.
- 1.2 You must read and ensure that You understand these Terms and Conditions of Business. If there is any part of these Terms and Conditions of Business that You do not understand, You should contact Us accordingly.
- 1.3 For the purpose of these Terms and Conditions of Business, references to “We”, “Us” or “Our” refer to Royal & Co. and its principal, Toby Royal of 9 Devonshire Square, London, EC2M 4YF. Unless otherwise stated, references to “You” or “Your” refer to you as the appearer and/or the legal person instructing Us.
- 1.4 We are a member of the Notaries Society (the representative body for Notaries in England and Wales) and regulated by the Faculty Office of the Archbishop of Canterbury.

2. INSTRUCTIONS

- 2.1 You shall provide Us with clear instructions (including all relevant background information) promptly advising Us of any changes as the matter progresses.
- 2.2 Where You are a company, You should nominate one individual who is authorised to give instructions on Your behalf in relation to each matter. Where possible, a copy of any document to be notarised in advance of any meeting between Us and You should be provided.
- 2.3 It is not Our responsibility to give legal advice concerning the document presented to Us by You. Our role is to be satisfied that You understand the content of the document and that You intend to be bound by it. You should seek the advice of Your own independent legal or other competent professional adviser who practises in, or is skilled in the law of the jurisdiction to which the document will be sent.
- 2.4 We have to be satisfied as to Your identity, legal capacity and authority. We further have to be satisfied as to Your understanding and approval of the document being notarised. In certain instances We may insist on a translation. We shall try to ensure that the document, in the manner of its execution, its form and substance shall achieve its purpose. We must be satisfied that it is Your voluntary act and that no fraud, violence or duress are involved and that other stipulated formalities either under English or foreign law are observed. If We are not satisfied about any of these things, We can refuse to act.

3. TERMINATION OF INSTRUCTIONS

- 3.1 You may terminate Your instructions to Us in writing at any time but You will be invoiced for any expenses and/or disbursements incurred along with Our fees for any work undertaken on Your matter, up to the date of the termination, based on Our hourly rate.

4. FEES

- 4.1 Fees are assessed either by the time spent on a matter or on a fixed fee basis depending on the nature of the notarial act required. This includes all work undertaken on your matter from start to finish including preliminary details and advice, preparation, attendances, drafting, phone calls, correspondence

including emails, faxes, copying documents and the completion of Our register and protocol. Letters, emails and phone calls are charged at a minimum of six minute units or otherwise at the time taken.

- 4.2 Fees charged by reference to the time spent on the matter will be on the basis of an hourly rate. Details of the hourly rates are available on request. Rates are reviewed from time to time.
- 4.3 Fees may also include an additional element reflecting other factors including value, importance, speed, complexity or special skills.
- 4.4 If instructions are terminated for any reason, a charge will be made for all work carried out to date.
- 4.5 You will be charged for any expenses and/or disbursements that We incur on Your behalf (these will be discussed prior to incurring the same). These may include company search fees, Foreign & Commonwealth Office fees, embassy fees, courier fees and translator’s fees etc., depending upon the nature of the work We are asked to carry out.
- 4.6 We reserve the right to ask for money to be paid on account of disbursements to be made or expenses to be incurred.
- 4.7 Costs are also charged in relation to preparatory and drafting work, correspondence, travel time and attendances.
- 4.8 We are not currently registered for Value Added Tax. Expenses and disbursements will be charged gross.

5. ESTIMATES

- 5.1 Except in the most routine cases, it is difficult to estimate how many hours of work will be required to complete a matter, bearing in mind the variety of circumstances that may arise. However, guidance as to likely costs will be given, where possible, on request. Any estimates given will be based on the information available at the time and, although given in good faith, will not be binding. Variations in the instructions given, including requests for additional work or unexpected developments and/or inexperience, incompetence or lack of co-operation on the part of other parties or their advisers may increase costs.

6. INVOICES

- 6.1 Invoices are delivered for all work carried out, expenses incurred and disbursements made during the conduct of a matter.
- 6.2 Invoices must be settled immediately; fees are payable upon signature of the document requiring notarisation.
- 6.3 Any queries concerning an invoice should be raised immediately upon receipt.
- 6.4 In the event of payment not being made as requested, We reserve the right to decline to act any further on Your behalf and/or to exercise a lien on any of Your papers or documents which are in Our possession, until payment has been made in full.
- 6.5 Where by prior arrangement invoices are not to be settled immediately on presentation the invoices must be settled within 7 days or, if requested by Us, immediately if further work on the matter is required.
- 6.6 Interest is chargeable from the date of the invoice on invoices outstanding for more than 7 days at 4% per annum above the base rate of the Royal Bank of Scotland plc from time to time in force.
- 6.7 Where outstanding for more than 7 days from issue, Our invoice shall be assigned at our option, to a debt collection agency for recovery of the outstanding fees (the cost of which shall be for Your account).

7. LIABILITY FOR PAYMENT OF FEES

- 7.1 Where You request that an invoice be paid by a third party on Your behalf (provided that such third party has provided confirmation of their willingness to pay Our notarial fees) and such third party does not pay the invoice within 7 days of issue of the invoice, You will immediately become liable to discharge that invoice in full.
- 7.2 Where You instruct Us on behalf of two or more persons, You and each of those persons shall be jointly and severally liable to Us for the obligations imposed by these Terms and Conditions of Business.

8. MONEY LAUNDERING COMPLIANCE

- 8.1 As required by law, We operate money laundering reporting procedures (including procedures in respect of the use, receipt or otherwise of the proceeds of crime). In the event of any suspicion of money laundering (or the use, receipt or otherwise of the proceeds of crime), information will be notified to the appropriate authorities.
- 8.2 At each meeting You (or Your duly appointed representative) will be asked to produce a current passport for identification purposes as well as evidence of residential address (e.g. a utility bill or bank statement dated no more than 3 months prior to the meeting).
- 8.3 If the document is being signed on Your behalf by one of Your directors or the company secretary, We shall require evidence of that signatories authority and capacity to act (e.g. by Us undertaking a company search).

9. PROFESSIONAL INDEMNITY AND LIMITATIONS ON LIABILITY.

- 9.1 No liability for loss (including, but not limited to, damages, costs and interest) whether in contract, tort (including negligence) or otherwise will be accepted by Us in relation to any matter for which We are primarily liable or otherwise in excess of the amount of Our professional indemnity insurance cover (presently not less than £750,000).
- 9.2 In any event, no liability whatsoever will be accepted on Our part where such liability either arises from any instructions or information given by You or by any third party being incomplete, inaccurate or incorrect; or 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 services provided by Us 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.
- 9.3 You agree and accept that no liability will be accepted by Us for any claim first brought outside the United Kingdom.
- 9.4 All searches of the Register of Companies carried out by Us are via the on-line services provided by Companies House.
- 9.5 To the extent that Companies House, the Registrar or other search provider does not accept responsibility for any inaccuracies or omissions arising from use of the on-line services (be they for companies incorporated in England and Wales or otherwise), We accept no responsibility or liability arising from reliance upon the results of such searches, if they should subsequently be found to be inaccurate or incomplete.
- 9.6 The application of any legislation conferring on third parties contractual or other rights, including the Contract (Rights of Third Parties Act 1999) shall be excluded insofar as permitted by law.

10. E-MAIL CORRESPONDENCE

- 10.1 It is Our policy to use e-mail wherever possible.
- 10.2 Where You have provided Us with an e-mail address, e.g., by sending Us an e-mail, We will assume that We may use that e-

mail address for the sending of unencrypted, sensitive or confidential correspondence or documents to You. We may also, during the course of a matter, send unencrypted, sensitive or confidential information to other persons involved, unless specifically requested by them or You not to do so.

- 10.3 All e-mails sent by Us and attachments thereto should be scanned for viruses by the recipient.

11. CONFIDENTIALITY

- 11.1 The confidential treatment of Your affairs is of paramount importance to Us. There may be occasions however where the information We hold may be subject to access by duly authorised bodies and people (such as the Faculty Office). Requests from such bodies and/or persons will need to be complied with.

12. FORCE MAJEURE

- 12.1 We shall not be liable for any loss or damage arising as a direct or indirect result of the supply of services being prevented, hindered, delayed or rendered uneconomic by reason of circumstances beyond Our control, including but not limited to an Act of God, war, riot, strike, lock out, trade dispute or labour disturbance, accident, breakdown of machinery, fire, flood, storm or difficulty or increased expense in obtaining information or services of any description.

13. FOREIGN LAW

- 13.1 We do not advise on foreign law but act solely in an evidential, authentication capacity.

14. DATA PROTECTION

- 14.1 We are required to comply with the Data Protection Act 1998. Personal data may be used and disclosed to third parties in the course of providing services to You and for regulatory and insurance purposes.
- 14.2 We are required to maintain such data for a period of time following the provision of Our services to You. Some of Your files (and personal data therein) may occasionally be made available on a confidential basis to an external quality assessor, auditor or supervisor.
- 14.3 We reserve the right to carry out such credit or other searches on You as considered appropriate.
- 14.4 At the end of the matter, We make a formal entry of the main details in Our register. Copies of the notarised document and proof of identity shall be kept in Our protocol.

15. GOVERNING LAW AND JURISDICTION

- 15.1 These Terms and Conditions of Business and Our arrangements with You shall be governed by English law.
- 15.2 By instructing Us, you agree that any dispute arising between Us and You shall be first brought and settled in the English courts.
- 15.3 If any provision of these Terms and Conditions of Business is held by any court or other competent authority to be void or unenforceable in whole or part, these Terms and Conditions of Business shall continue to be valid as to the other provisions thereof and the remainder of the affected provision.