

IMISON & CO

NOTARIES

30 Crown Place, London, EC2A 4EB
Tel: + 44 (0) 20 7448 4860

Terms of Business

1. Scope of application

These terms of business apply to all services provided to you, the client, by Imison & Co of 30 Crown Place, London, EC2A 4EB, VAT registration number GB 843 2573 27.

2. Responsibility for work and duties

2.1 Ella Imison of this firm is ultimately responsible for the conduct of its business, but other personnel (qualified and non-qualified) may be involved in carrying out your instructions.

2.2 We will:

- keep you informed of progress made in carrying out your instructions
- advise you of any delays and, where possible, explain why such a delay is occurring,
- advise you where it becomes necessary to change the basis on which our fees are payable or calculated.

2.3 You shall:

- provide us with clear written instructions as soon as reasonably practicable,
- provide us with full and accurate information sufficient to enable us to carry out your instructions,
- inform us if there is any significant change in your situation
- raise any queries regarding any of our invoices with us as soon as possible. If any part of one of our invoice is queried by you or the relevant payer, you agree to immediately pay, or procure payment of, those parts not subject to query.

- pay any expenditure incurred on the clients behalf or the first invoice for our professional fees, prior to delivery of goods

3. Notarisation & identification

3.1 A primary duty of a notary is to identify the client. In the case of individuals, we require proof of residential address as well as identity, and we will therefore require personal documentation from clients and signatories which may include one or more of the following:-

- a passport
- national identity card
- photocard driving licence
- birth or marriage certificate and/or divorce decree
- a recent utility bill, bank or credit card statement (less than 3 months old) or council tax bill (for proof of address)

3.2 Where the client is a company or body corporate we will need to satisfy ourselves of the existence of that company or body corporate and the authority of persons signing on its behalf. In the case of companies or bodies corporate 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 which might include a certificate of incorporation, good standing certificate or other similar evidence of corporate existence. In order for us to certify a signatory's authority to represent a company or body, additional documentation will be required, for example:-

- constitutional documents (e.g. memorandum and articles of association)
- a power of attorney in some cases, duly notarised and apostilled
- board resolutions
- authorised signatory book (in the case of banks)
- extract from a commercial register (generally for foreign companies)

Documents in a language with which the notary is not familiar may require translation. We will be happy to advise exactly what will be required in any particular case.

3.3 Notaries are subject to UK legislation intended to prevent the use of the financial system for the purposes of money-laundering and the funding of terrorism. One of the requirements of the legislation is for notaries and other lawyers to report suspicious

transactions to law enforcement agencies. A notary who knows or suspects, or has "reasonable grounds" for suspecting, that a person has committed any one of a range of offences relating to money laundering or the funding of terrorism must make a disclosure as soon as is practicable to the appropriate law enforcement agency. For this reason, we may have to make checks of clients which go beyond the identification standards which notaries have traditionally applied. Being asked for additional identification or to provide explanations does not mean you are under suspicion. A notary is entitled to refuse to act (or issue a restricted certificate) if he/she has any doubts about the facts or law.

3.4 Our policy is to act at all times in accordance with the highest professional, ethical and business standards, and we expect you to act in a like manner in all your dealings with us and your business counterparties. We do not countenance bribery or corruption in any form and you agree not to expect or request any conduct from us that might bring our name into disrepute or compromise our integrity.

4. Translation

4.1 Our team of over 100 translators provide translation services to our clients.

5. Legalisation and apostilles

5.1 Where a document is notarised in the United Kingdom, further formalities may be required before it can be accepted or acted upon overseas. This may involve the presentation of the document to the embassy, consulate or High Commission in the UK of the country where the document is to be used for certification of the notary's signature; this formality is known as "legalisation" or "consularisation".

5.2 Many countries are parties to the Hague Convention of the 5th of October 1961 which abolishes the requirement for consular legalisation. In these cases, legalisation is replaced by a certificate known as an apostille. Apostilles are issued in the United Kingdom by the Foreign and Commonwealth Office.

5.3 We attend at the Foreign & Commonwealth Office on a daily basis and at consulates and embassies as required in order to deal with these additional formalities using expedited services as instructed and where available.

5.4 Government, consular and diplomatic offices are often indifferent to commercial pressures and cases of loss, delay or refusal to act are not unknown. Although we will make reasonable efforts to carry out your instructions, we cannot accept liability for the acts or omissions of external offices and bodies.

6. Fees and payments

6.1 Fees are calculated using our own scale of charges which is reviewed from time to time; we are happy to provide you with an estimate of our fees on request. However, we reserve the right to apply additional charges if we are required to carry out extra work or if the matter proves to be unusually difficult or complex. Translation costs are chargeable on a "per word" basis. Miscellaneous costs including, but not limited to, apostilles, consular fees, couriers, bank charges and major photocopying or postage costs may also be passed on to you. In any event, we will to the extent reasonably practicable make known to you in advance the basis upon which our fees will be calculated.

6.2 Fees and costs are subject to VAT at the relevant current rate.

6.3 Translation costs are charged per 100 words, and may be subject to a minimum fee.

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

6.5 If we believe that your financial position and/or payment performance justifies such action, we have the right to request that you advance security in a form to be determined by us and/or make advance payment. If you fail to furnish the desired security or make advance payment, we have the right, without prejudice to any other of our rights, to suspend the further performance of our services, and that which you owe us will become immediately due and payable.

6.6 We may ask you to provide fees or funds in advance in order to cover matters such as consular disbursements, especially when these amounts are likely to be significant.

6.7 Fees will not be waived or reduced except with the agreement of the owner.

6.8 On first instruction, it is the company policy to require payment before releasing documents, thereafter invoices are payable in 14 days and in the currency in which they are submitted. Should settlement not be forthcoming within 14 days of the date of the invoice, we reserve the right to charge interest at 4% per annum above the base lending rate of our clearing bankers accruing on a daily basis on all sums outstanding from the date of the issue of the invoice until payment in full. We also reserve the right to suspend or terminate our services if any sum is overdue from you. You agree that we are not liable for any loss resulting from such inactivity.

6.9 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; irrespective of who pays our invoice, our duty of care is owed to you alone as the instructing party unless we agree otherwise in writing.

6.10 There are circumstances where we are entitled to retain property which belongs to you. This right of lien may be exercised by us at any time while fees or expenses are unpaid.

6.11 If we are required by any governmental or regulatory body to submit one of our invoices to audit, to produce documents or provide information on any individual matter on which you have instructed us, we shall be entitled to bill you for the work involved (and any disbursements incurred) at the normal/agreed rates for the (relevant) matter.

6.12 If you are required by law to deduct any amount when paying a bill, you will pay to us an additional amount so as to ensure that we receive a net sum equal to the amount of the bill.

7. Termination of instructions

7.1 You may at any time terminate our engagement in writing.

7.2 We may decline to offer our services or discontinue the same with good reason. For example, if you are overdue in making payment to us, you fail to give clear or proper instructions on how to proceed or instructions which conflict with our rules of professional conduct. We will notify you of such decision in such event.

8. Exclusions and limitations of liability

8.1 The contract you make is with us, Imison & Co. You agree to pursue only Imison & Co for any claim in connection with our services, and you will not bring any claim, howsoever arising, against any of our individual employees, consultants or notaries personally in respect of losses which you suffer or incur, howsoever arising, in connection with our services. This does not limit or exclude our liability for the acts or omissions of our employees or notaries.

8.2 You agree that our aggregate liability towards you and any third party mentioned in clause 6.9 for claims in connection with our services, howsoever arising, shall be limited to £1,000,000 in respect of all such claims in total per engagement or, if greater, the amount recoverable under our professional indemnity insurance. The aggregate liability of the firm, its employees, consultants and notaries collectively shall not exceed the aggregate liability of the firm alone.

8.3 In the circumstances of clause 4.1 provided we have chosen or recommended a practitioner with reasonable care, we will not be liable to you for losses, damages, costs or expenses howsoever arising from the services provided by that person.

8.4 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.

8.5 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.

8.6 Rights as a consumer as defined in the Unfair Terms in Consumer Contracts Regulations 1999 shall not be adversely affected by these terms to the extent prohibited by those Regulations.

8.7 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 liability.

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

9. Confidentiality

9.1 We owe a duty of confidentiality to our clients. You agree, however, that we may, when required by our auditors, 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. As such you also accept that we may disclose any relevant information in order to protect and/or defend ourselves in any actual or threatened legal, civil or regulatory proceeding, and, to the extent such disclosure may occur, without waiving or losing any applicable legal privilege.

9.2 Sometimes we ask sub-contractors or other 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 please inform us in advance.

9.3 In accordance with our professional rules, a copy of a notarial act or of the record of a notarial act retained by us may, upon request in writing and payment of a reasonable fee, be issued upon the application of any person or authority having a proper interest in the act.

10. Documents, copyright and communications

10.1 We will store your file (including personal and other data provided to us in accordance with clause 4) electronically or otherwise for such period of time as we judge reasonable taking into account applicable laws and regulations (in particular the record-keeping duties to which notaries are subject under the Notaries Practice Rules 2019 as amended from time to time), after which time we may destroy it.

10.2 We shall store copies of your passport, driving licence, identity card and other personal data cited in the Notaries Practice Rules 2019 and any subsequent Notaries Practice Rules, in accordance with the requirements listed therein

10.3 Unless we agree otherwise, the copyright in the original materials which we create for you belongs to us. Subject to payment of our fees for that material, you are permitted to make use of those materials only for the purposes for which they are created.

10.4 We may communicate with you by email, unless you instruct us not to do so. We will not encrypt our outgoing email unless you tell us to do so and we are able to agree with you and implement a mutually acceptable encryption method.

10.5 Any reference in these terms to “writing” shall include fax and email.

11. Data Protection and Compliance with the Notaries Practice Rules

11.1 We shall comply with any obligations we may have under the Data Protection Act 2018 and any subsequent legislation, and the Notaries Practice Rules 2019 (as amended from time to time) in respect of personal and other data provided to us pursuant to clause 4.

11.2 We may outsource certain functions associated with servicing clients to third party providers. For example, we may outsource translation services.

11.3 We do not undertake to store or retain your files (whether paper or electronic) for any particular period of time, but will do so for at least the minimum number of years required by applicable laws and professional regulations. Files may be destroyed at any time after the expiry of such period, without notice, except those files you ask be delivered to you.

12. Third Party Rights

12.1 Third Party Rights other than an employee, consultant or notaries of Imison & Co wishing to rely on paragraph 8, no third party shall have any right to enforce or rely on any provision of the Contracts (Rights of Third Parties) Act 1999. The notification or consent of any third parties shall not be required in order to rescind or vary the terms of our contract with you.

13. Assignment

13.1 The performance and benefit of our contract with you may be assigned by us to any person (which expression shall include a body of persons corporate or unincorporate) who acquires or continues all or part of our business.

13.2 Except as provided by clause 13.1, neither you nor we have the right to assign the performance and benefit of our contract with you without the written consent of the other.

14. Associates

In relation to any engagement, unless we agree otherwise, you accept the provisions of the contract on your own behalf and where relevant as agent for each of your group undertakings (as defined by Section 1161(5) of the Companies Act 2006) which is a recipient of our services ("Associate"). You warrant that you have or will have necessary authority on behalf of each Associate. You will procure that each Associate will act on the basis that they are bound by the contract. References to "you" apply to you and all Associates together.

15. Severance of terms

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.

16. These terms and variations

These terms supersede any earlier terms of business we may have agreed with you and, in the absence of express agreement to the contrary, will apply to the current services and all subsequent services we provide to you. Amongst these things, your continuing to instruct us to act for you will amount to acceptance of these terms. From time to time it may be necessary to amend or supersede these terms by new terms. When this is the case, we will notify you of the changes and, unless we hear from you to the contrary no later than 14 days after such notification, the amendments or new terms will apply from the end of that period.

17. Complaints

a. This 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
Email faculty.office@1thesanctuary.com
Website www.facultyoffice.org.uk

b. If you are dissatisfied about the service you have received please do not hesitate to contact Ella Imison of Imison & Co (emison@imisonnotaries.com), who will endeavour to resolve your complaint as swiftly as possible.

c. If we are unable to resolve the matter you may then complain to the Scriveners Company of London, the City livery company to which all scrivener notaries belong. Under procedures approved by the Faculty Office, the Scriveners Company is authorised to handle consumer complaints against scrivener notaries. Please write with full details of your complaint to the following address:

The Clerk,
The Scriveners Company,
HQS Wellington,
Temple Stairs,
Victoria Embankment,
London WC2R 2PN

or you may e-mail the Clerk at: clerk@scriveners.org.uk.

d. The Scriveners Company will arrange for your complaint to be considered by a panel of 3 individuals who will be independent of the Scrivener Notary against whom the complaint has been made This procedure is free to use and is designed to provide a quick resolution to any dispute.

If you have any difficulty making a complaint in writing, please do not hesitate to call the Clerk of the Scriveners Company for assistance (telephone number 020 7240 0529).

e. Finally, even if you have your complaint considered under the Complaints Procedure, you may at the end of that procedure or after a period of eight weeks 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:

Legal Ombudsman
PO Box 6806
Wolverhampton
WV1 9WJ

Tel : 0300 555 0333

Email: enquiries@legalombudsman.org.uk

Website: www.legalombudsman.org.uk

f. If you decide to make a complaint to the Legal Ombudsman, you must refer your matter to the Legal Ombudsman within six months from the conclusion of the complaint process.

18. Regulator

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

Email: faculty.office@1thesanctuary.com

Website: www.facultyoffice.org.uk

19. Applicable law and jurisdiction

The contractual relationship that arises when you instruct us shall be governed by the law of England and Wales. In the event of a dispute, the courts of England and Wales shall have exclusive jurisdiction.

Read and Agreed

Please sign and return a copy of these Terms of Business to show you have read and understood them.

Signed: _____ Date: