

**BDB PITMANS LLP
NOTARIAL SERVICES
TERMS**

January 2024

CONTENTS

INTRODUCTION	1
RESPONSIBILITY	1
FEES AND PAYMENT	1
PROOF OF IDENTITY	1
WRITTEN TRANSLATION	1
FOREIGN, COMMONWEALTH AND DEVELOPMENT OFFICE AND/OR CONSULAR LEGALISATION	1
LIABILITY	1
COMPLAINTS	2
RECORDS	2
DATA PROTECTION	2
DOCUMENTS AND ENQUIRIES	2
CANCELLATION RIGHTS	2
GOVERNING LAW AND JURISDICTION	2
NOTICE OF THE RIGHT TO CANCEL	3
CANCELLATION NOTICE TO BE INCLUDED IN NOTICE OF THE RIGHT TO CANCEL	3

BDB PITMANS LLP NOTARIAL SERVICES TERMS OF BUSINESS

INTRODUCTION

- 1 These are the terms of business for the notarial services carried out by me, Duncan Walker, Notary Public, on behalf of BDB Pitmans LLP.

RESPONSIBILITY

- 2 A Notary's first duty is to the transaction as a whole. Notarial acts are relied upon by clients, third parties and foreign governments and officials worldwide. 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 legal input on the matter under consideration. I do not give foreign law advice.

FEES AND PAYMENT

- 3 You will be provided with an estimate of fees before I commence work. If I come to see you I will charge for travel time and costs. Our charges are normally payable at the meeting by debit card or by immediate transfer. Notarised documents will not normally be released until all fees and disbursements have been paid in full. My present hourly rate is £360 (£300 plus VAT), and my minimum fee is £180 (£150 plus VAT) plus costs and expenses. I reserve the right to vary the rate in respect of extremely urgent work or work done outside normal office hours.

PROOF OF IDENTITY

- 4 Identification of clients (and, where relevant, evidence of authority of a signatory to act on behalf of a company) is required before proceeding. I will let you know what documentation I require.

WRITTEN TRANSLATION

- 5 In cases where I do not have knowledge of the language in which the document is written, official translations may be required before and/or after execution of the documentation.

FOREIGN, COMMONWEALTH AND DEVELOPMENT OFFICE AND/OR CONSULAR LEGALISATION

- 6 Some countries require a document to be legalised. This is a process by which a state agency confirms that my seal and signature are those of an English notary. The Foreign, Commonwealth and Development Office attach an apostille to the document. Sometimes the document then has to go to the London Embassy for the country to which the document will be sent. The Embassy will then attach its own certificate to the document. Your lawyer will probably advise you about the need for legalisation. If not, you should ask him or her about it. I will be able to obtain the necessary legalisation and I can discuss with you timescale and cost and whether we will use couriers or legalisation agents. However you can deal with legalisation yourself if you wish.

LIABILITY

- 7 We carry professional indemnity liability cover which is at least the minimum level of cover specified by the Master of the Faculties. Details of this insurance, including contact details of our insurer and the territorial coverage of the policy, are available on request and at www.bdbpitmans.com/pi-insurance. We limit the level of our liability to you to £1,000,000 (except in the case of personal injury or death arising from negligence, in which case our liability is without limit).

COMPLAINTS

- 8 I aim to provide all clients with an efficient and high standard of service. However, in the unlikely event that you should wish to complain, then you should follow the complaints procedure as set out below. My notarial practice is regulated through 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

If you are dissatisfied about the service you have received, please do not hesitate to contact me. If I am unable to resolve the matter then you may complain to the Notaries Society of which I am a member, 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:

The Secretary of the Notaries Society
P O Box 1023
Ipswich IP1 9XB
Email: secretary@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 eight weeks from the date you first notified me that you were dissatisfied, make your complaint to the Legal Ombudsman if you are not happy with the result:

Legal Ombudsman, PO Box 6167, Slough SL1 0EH. Telephone 0300 555 0333
email enquiries@legalombudsman.org.uk website www.legalombudsman.org.uk

If you decide to make a complaint to the Legal Ombudsman you must refer your matter to the Legal Ombudsman within one year from the act/omission or within one year from when you should reasonably have known there was cause for complaint.

RECORDS

- 9 At the end of the matter, a formal entry of the main details of your transaction together with copies of the notarised document may be kept. In particular, when notaries are requested to certify documents such as public deeds, the above details will also be kept in their notarial protocols.

DATA PROTECTION

- 10 We use the information you provide primarily for the provision of my services to you and for related purposes including: updating and enhancing client records, analysis to help us manage our practice, statutory returns, legal and regulatory compliance. For further details please see our privacy policy at www.bdbpitmans.com/privacy. If you would prefer a paper copy, please let us know.

DOCUMENTS AND ENQUIRIES

- 11 You acknowledge and agree that I may make all such enquiries as I deem necessary or appropriate in order to comply with my duties, including my duties to prevent money laundering, fraud and forgery, and you will provide me with all documents and information that I request. If you do not then I will be entitled to terminate my engagement and stop acting for you immediately.

CANCELLATION RIGHTS

- 12 If the agreement between us was made outside our offices, we are required to provide you with information about your right to cancel that agreement within 14 days. The enclosed Notice of the Right to cancel explains how to cancel and what costs you will remain liable for if you ask us to start work before the cancellation period expires.

GOVERNING LAW AND JURISDICTION

- 13 The law which governs my contract with you is English law and it is agreed that any dispute relating to my services shall be resolved by the English courts.

NOTICE OF THE RIGHT TO CANCEL

You have the right to cancel this contract within 14 days without giving any reason.

The cancellation period will expire after 14 days from the day of the conclusion of the contract.

To exercise the right to cancel, you must inform us of your decision to cancel this contract by a clear statement (eg a letter or email). This should be sent to Duncan Walker at BDB Pitmans LLP, 50/60 Station Road, Cambridge CB1 2JH, United Kingdom or by email to notary@bdbpitmans.com

You may use the attached model cancellation form but it is not obligatory.

To meet the cancellation deadline, it is sufficient for you to send your communication concerning your exercise of the right to cancel before the cancellation period has expired.

EFFECTS OF CANCELLATION

If you cancel this contract, we will reimburse to you all payments received from you.

We will make the reimbursement not later than 14 days after the day on which we are informed about your decision to cancel this contract.

We will make the reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of the reimbursement.

If you would like me to start work without waiting for the 14 day cancellation period to expire, then even if you cancel the contract you may still be required to pay for the work already done on your behalf. If you want me to start work before the cancellation period has elapsed, please sign and send me the notice below.

AGREEMENT TO WORK BEING STARTED BEFORE THE END OF THE CANCELLATION PERIOD

I wish you to start work on this matter before the 14 day cancellation period has expired. I understand that I will have to pay your charges for this work even if the contract is subsequently cancelled.

Signed Client Name

Dated

CANCELLATION NOTICE TO BE INCLUDED IN NOTICE OF THE RIGHT TO CANCEL

(Complete, detach and send me this form ONLY IF YOU WISH TO CANCEL THE CONTRACT)

You may use this form if you want to but you do not have to.

To Duncan Walker, BDB Pitmans LLP, 50/60 Station Road, Cambridge CB1 2JH, United Kingdom OR email notary@bdbpitmans.com

I/We (delete as appropriate) hereby give notice that I/we (delete as appropriate) wish to cancel my/our (delete as appropriate) contract.

Signed Client Name

Client address

Dated

© BDB Pitmans LLP 2024

T +44 (0)345 222 9222 W www.bdbpitmans.com

London | Cambridge | Reading | Southampton

FIND US ON

