

## MATTHEW MAIDEN TERMS AND CONDITIONS OF BUSINESS: NOTARIAL SERVICES

*Conditions* means the terms and conditions set out in this leaflet, those in any supplementary department leaflet and any referred to in any accompanying letter of engagement. The Conditions apply and form the basis of the Contract between you and me, through Banner Jones Solicitors ("the Company") under which I will be acting for you on this and any future work that I do for you and supersede any previously issued conditions. No variation of the Conditions or to a quotation from me will be binding unless expressly agreed in writing by me. Where I am instructed by more than one person each one of those instructing us is jointly and severally liable for these conditions.

### 1. Why a notary?

It is almost always the case that you have been asked to see a notary because you have a document that needs to be used abroad. Seeing a notary is never a mere rubber-stamping exercise. The international duty of a Notary involves a high standard of care. This is not only towards the client but also to anyone who may rely on the document and to Governments or officials of other countries. These people are entitled to assume that a Notary will ensure full compliance with the relevant requirements both here and abroad; and to rely on the Notary's register and records. Great care is essential at every stage to minimise the risks of errors, omissions, alterations, fraud, forgery, money laundering, the use of false identity, and so on.

I offer appointments during business hours and occasionally outside of business hours in exceptional circumstances. I am also prepared to make home visits or visit corporate clients at their place of business. If the notarial appointments take place outside of my office I will make an additional charge to cover travelling time and expenses. Occasionally I may not be able to see you within the timeframe you require, or I may decide that I am not able to act for you in which case I will advise you that that is the case and will provide you with the necessary information to locate an alternative notary.

### 2. Signatures:

The Notary should normally witness your signature. Please do not sign the document in advance of your appointment with me.

### 3. Papers to be sent to me in advance:

It will save time, expense and mistakes if, as long before the appointment as possible, you can let me have the originals or photocopies of:

- The documents to be notarised;
- Any letter or other form of instruction which you have received about what has to be done with the documents;
- Your evidence of identification.

### 4. Identification:

I will need you to produce by way of formal identification <sup>1</sup>the original of (in preferred order):

- Your current passport (or, if not available);
- A current new driving licence (with photo) or national identity card

If neither of the above are available, at least **two** of the following

- A current government or police issue certificate bearing a photo or other formal means of identification;
- A utility bill, credit card or bank statement showing your current address which should not be more than 3 months old or council tax bill;

You must also bring any other means of ID which may be referred to in the papers sent to you as being required such as a foreign Identity Card. I may also ask to see further evidence of identity such as marriage certificates etc and will advise you of this if necessary.

### 5. Proof of names:

In a case where the name on the document is different from the name you are currently using, or there has been a variation in the form of spelling of the name over the years, please provide me as appropriate with Certificates of Birth, Marriage or Divorce Decree or Change of Name Deed showing all the different names that you use. If there has been a change of name, then I will need to see a copy of the Deed Poll or Statutory Declaration which dealt with it.

### 6. Advice on the document:

If you bring a document to me for authorisation as a Notary, I will advise you as to the formalities required for completing it. However, I will not be attempting to advise you about the transaction itself.

### 7. Written Translations:

It is essential that **you understand what you are signing**.

- If the document is in a foreign language which you do not understand sufficiently, I may have to insist that a translation be obtained. If I arrange for a translation, a further fee will be payable and I will provide you with details of this.
- If you arrange for a professional translation, the translator should add his/her name, address, relevant qualification, and a certificate stating: "**Document X is a true and complete translation of document Y, to which this translation is attached.**"

### 8. Oral Interpreter:

If you and I cannot understand each other because of a language difficulty, we may have to make arrangements for a competent interpreter to be available at our interview and this may involve a further fee.

### 9. Companies, Partnerships etc:

If a document is to be signed by you on behalf of a company, a partnership, a charity, club or other incorporated body, there are further requirements on which I may have to insist. Please be prepared for these and telephone with any point of difficulty before attending on the appointment.

In each case:

1. Evidence of identity of the authorised signatory (as listed above).
2. A copy of the current letterhead (showing the registered office if it is a company).
3. A Letter of Authority, Minute, Resolution or Power of Attorney, authorising you to sign the document.

**Additionally, companies: Certificate of Incorporation and of any Change of Name, a copy of the Memorandum and Articles of Association, Details of Directors and Secretaries. In all instances I will be carrying out various company searches, which may have an effect on the level of fees charged.**

**Additionally, partnerships, clubs, etc:** A Partnership Agreement; or relevant Trust Deed; or Charter; or Constitution/Rules.

### 10. Service Standards

I will endeavour to adhere to various service standards during the time I act on your behalf. In particular I will:

1. Keep you regularly informed of the progress of your matter.
2. Communicate in plain language.
3. Explain the legal work that may be required.
4. Advise you of the likely timescale involved.

- 5 Give you the best information possible about my likely costs
- 6 Advise you if relevant, on a regular basis of the cost/risk benefit of pursuing the matter.
- 7 Always act in your best interests.
- 8 Give you my best advice.

#### 11. What you need to do

To ensure that I have the best possible relationship with you and your case progresses in the best possible way, you should:

- 1 Give me instructions that allow me to do my work properly.
- 2 Not ask me to work in an improper or unreasonable way.
- 3 Not deliberately mislead me.
- 4 Co-operate with me or any expert or third party I ask you to see.

#### 12. Value Added Tax (VAT)

My service is provided through Banner Jones Limited ("the Company") with VAT number is 345980525. The Company is required to add VAT to its charges at the rate in force at the time to fixed prices, estimates and bills. VAT may also be added to some disbursements (payments to others and out-of-pocket expenses).

#### 13. Professional Regulation

My notarial practice is regulated pursuant to the Legal Services Act 2007 by the Master of the Faculties through the Faculty Office of the Archbishop of Canterbury under the Notarial Practice Rules. You can access a copy of the current Notarial Practice Rules by contacting the Faculty Office at 1 The Sanctuary, Westminster, London SW1P 3JY, 020 7222 5381. [www.facultyoffice.org.uk](http://www.facultyoffice.org.uk)

#### 14. Professional Indemnity Insurance

In the interests of my clients I maintain professional indemnity insurance at a level of at least £1,000,000.00 per claim.

#### 15. Identity, Disclosure and Confidentiality

The Law now requires notaries to obtain satisfactory evidence of the identity of their client and sometimes people related to them or connected to them. This is because notaries are required to do so under the Notarial Practice Rules and also to guard against fraud in dealing with the authentication of documentation that may facilitate transactions dealing with money and property used by criminals wishing to launder money. Such evidence must be both as to who you are and your address. It applies to all clients and each matter I do work for you on.

I am required to retain such evidence for at least 12 years and produce it on request to the Police.

Please therefore **provide me with two forms of ID as set out in condition 4 above.**

If you are unable to attend at our offices then I may be able to accept copies of your ID certified by a professional. Or I may be able to perform an online identity check against your name. In order to carry this out I may need you to provide information from your ID such as your passport number or driving licence number and send copies to me. I may also need you to send me the originals for comparison. The fee for carrying out this check is £10 per name plus VAT.

Notaries are under a professional and legal obligation to keep the affairs of the client confidential. However, notaries may be required by statute to make disclosure to the National Crime Agency (NCA) any circumstances which cause us to suspect, or which are considered that we ought to suspect, that you or anyone else involved in the matter we are dealing with may be involved in money laundering or terrorist financing. This means not just fraud but dealing with the proceeds of any criminal activity, wherever committed, including theft, terrorism, drug trafficking and failure to pay tax or duty. The benefit can be of any amount. Failure by me to comply with the Act is itself a criminal act.

If I have to make a report, the Act requires me to undertake no further work until authorised by the NCA. It also prevents me from telling you that a report has been made or giving you an explanation as to why I have stopped work.

My duties under the Act take precedence over all my professional and contractual obligations to you. So, by instructing me you accept that I will not be liable for any loss you may suffer because I have made a report under the Act and, or, have ceased work whilst I await authority to proceed.

**16. Notarial Records and Data Protection:** When I carry out my work for you, I am required to make an entry in a formal register, which is kept by me as a permanent record. I will retain a copy of the notarised documentation with that record. My practice is a registered with the Information Commissioner's Office. Personal data received from clients is held securely and not capable of being accessed externally. Data collected as part of notarial records is used solely for the purposes of meeting our professional legal responsibilities as Notaries Public. For full details of my PRIVACY POLICY and data processing terms please see [www.bannerjones.co.uk/pages/privacy-policy](http://www.bannerjones.co.uk/pages/privacy-policy)

#### 17. Vetting of files and confidentiality

External firms or organisations may conduct audit or quality checks on my practice from time to time. They may wish to audit/quality check your file and related papers for this purpose. It is a specific requirement imposed by me that these external firms or organisations fully maintain confidentiality in relation to any files and papers which are audited/quality checked by them. Your files may also be reviewed in a due diligence exercise relating to the sale or transfer of all or part of our business, the acquisition of another business by us or the acquisition of new business. If you do not wish your file to be used in this way, please let me know as soon as possible. In the event I use elect to use Cloud storage this can pose particular difficulties in relation to confidentiality. I will have undertaken a thorough risk assessment. You should advise me immediately if you do not want your files and/or other information to be stored in this way.

#### 18. Equality and Diversity

I am committed to promoting equality and diversity in all our dealings with clients, third parties and employees. Please contact me if you wish to see a copy of my equality and diversity policy or view on our website [www.bannerjones.co.uk](http://www.bannerjones.co.uk).

#### 19. Charges and Expenses

Details of my charges are set out below. Please note that if I have to make payments on your behalf such as legalisation fees, translator or interpreter fees, or other costs such as travelling expenses, your approval to these will be obtained and you are normally required to make payment in advance of any such amounts.

##### Charges:

If the matter is simple I 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..

For more complicated or time-consuming matters the fee will be based on my hourly rate of £290 subject to a minimum fee of £290, plus disbursements/VAT. The fee charged may include time spent on preliminary advice, drafting and preparation time, making and receiving telephone calls, correspondence written and received in all formats, arranging legalisation and record keeping.

Disbursements: Some documents require legalisation before they will be accepted for use in the receiving jurisdiction 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.

Payment can be made by cash/cheque made payable to Banner Jones Limited or by bank transfer. Payment of my fee and disbursements is due when the document has been prepared which I may retain pending payment in full. In the event of a payment on account not being made promptly or not being paid I reserve the right to suspend work on your file and on any other matters being dealt with for you and, ultimately, to decline to act any further and the full amount of the work done on all matters up to that date will be charged to you.

All Accounts are to be settled immediately. If they are not settled within one calendar month of the date of the invoice interest will be charged on the whole or outstanding part of an unpaid invoice with effect one month after delivery of the bill. Interest will be charged at the rate payable on

judgement debts (currently 8 per cent per annum) or, where a client is a business, the rate allowed under the Late Payment of Commercial Debts (Interest) Act 1998

Occasionally unforeseen or unusual issues arise during the course of the matter which may result in a revision of my fee estimate. Examples of this could include where additional documents are required to be notarised, additional translations or legalisations are needed to meet the requirements of the receiving jurisdiction, third party fees are adjusted to reflect external factors such as fuel price changes and so on. I will notify you of any changes in the fee estimate as soon as possible.

## **20. Limited Companies**

When accepting instructions to act on behalf of a limited company, I may require a Director and/or controlling shareholder to sign a form of personal guarantee in respect of the charges and expenses of this Company. If such a request is refused, I will be entitled to stop acting and to the full amount of the work done on all matters up to that date will be charged to you.

## **21. Payments**

Payments you are making to me may be made by Bank Transfer, debit/credit card subject to not exceeding a £1,000.00 limit, cheque or cash. Cheques should be made payable to Banner Jones Solicitors. You should allow seven working days for any cheques deposited with us to clear to enable us to make payments out. American Express is not accepted. Please note we are unable to accept payments for deposits or balance purchase monies on property transactions by credit card.

Please also note that given the strict rules of money laundering, it is now the policy of this company to only accept cash not exceeding £500.00 in any 28 day period. If you try to avoid this policy by depositing cash directly with our bank, I may decide to charge you for any additional checks we decide are necessary to prove the source of the funds.

Where we are instructed by more than one person, each one of those instructing us is jointly and severally liable for my fees and any other expenditure I incur on your behalf.

Where I have to pay money to you, it will be paid by cheque or bank transfer. It will not be paid in cash or to a third party. In the case of cheques being paid out where there is more than one party, I am only able to make payment to one of you if we have written authority from the other person to do so.

The following charges are payable where funds are transmitted to you electronically via

Same Day Payment	£30 + VAT
3 Day Payment	Free

Electronic payment methods are subject to bank limits in place at the time

## **22. Typical Stages of a notarial transaction:**

Each notarial matter is different and the requirements and timescales will vary greatly according to whether the client is a private individual or a company and in particular according to the processing times of third parties such as the Foreign and Commonwealth Office, legalisation agents, translating agencies and couriers, etc. Some of the typical key stages are likely to include:

- Receiving and reviewing the documents to be notarised together with any instructions you may have received
- Liaising with your legal advisors or other bodies to obtain the necessary documentation to deal with the document (e.g. information from Companies House or foreign registries, powers of attorney etc)
- Checking the identity, capacity and authority of the person who is to sign the document
- If a document is to be certified, checking with the issuing authorities that the document/award is genuine. In the case of academic awards, this would entail checking with the appropriate academic institutions.
- Meeting with the signatory to verify their identity and to ascertain that they understand what they are signing and that they are doing so of their own free will and ensuring that the document is executed correctly
- Drafting and affixing or endorsing a notarial certificate to the document
- Arranging for the legalisation of the document as appropriate
- Arranging for the storage of copies of all notarised documents in accordance with the requirements of the Notarial Practice Rules 2019

## **23. Acceptance**

If you would like me to commence work on your file, please sign the Acceptance Form at the end of these terms and conditions, tick the box marked 'commence work now' and return it to me. You can write to me at Corner House, Union Street, Mansfield, NG18 1RP. You can also send me a fax on 01623 657793 or email me at [mmm@bannerjones.co.uk](mailto:mmm@bannerjones.co.uk).

## **24. Termination/Your Right to Cancel**

You may terminate your instructions to me at any time by giving me reasonable written notice. All fees and disbursements incurred up to the date of termination will be charged.

## **Consumer Cooling Off Cancellation Period –Consumer Contracts Regulations 2013 (“CCR”):**

Where the CCR apply (typically where you are an individual consumer and my contract with you was concluded either at or following a meeting with you or by a form of distance communication) you have a cancellation period of 14 days after the date you sign my retainer letter or the date on which you continue to give me instructions, whichever is earlier.

You can cancel your contract within the cancellation period by signing and returning the Cancellation Form at the end of these Terms and Conditions and I will 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.

If you ask me to begin work during the cancellation period, you can still cancel but you must pay me an amount in proportion to the work which I have performed and this proportion will not be reimbursed to you.

## **25. Termination by me:**

I reserve the right to terminate my engagement by you if I have good reason to do so, for example, if you do not pay a bill or comply with my request for a payment on account or you fail to give me the co-operation which I am reasonably entitled to expect.

## **26. Complaints**

1. 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](mailto:Faculty.office@1thesanctuary.com)  
Website [www.facultyoffice.org.uk](http://www.facultyoffice.org.uk)

2. If you are dissatisfied about the service you have received please do not hesitate to contact me.

3. If we are unable to resolve the matter you may then 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.

4. 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](mailto:secretary@thenotariessociety.org.uk)

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.

5. 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 8 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  
P O Box 6806  
Wolverhampton WV1 9WJ  
Tel : 0300 555 0333  
Email : [enquiries@legalombudsman.org.uk](mailto:enquiries@legalombudsman.org.uk)  
Website : [www.legalombudsman.org.uk](http://www.legalombudsman.org.uk)

6. 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.

## MATTHEW MAIDEN ACCEPTANCE

We will need your regular instructions, so please remember to let us know promptly of any change of address, telephone number or e-mail address, or if you are going away. Although we will usually tell you what you need to know, we also rely on you to tell us about any relevant developments or anything else that we should know. If you do so as soon as possible it might help to prevent wasted time and costs.

Where we hold an e-mail address for you, our normal practice would be to issue bills electronically rather than by post, but we need your agreement to do so. If you prefer us to send bills by post please indicate below.

I/We confirm that I/we have read and understood the Terms and Conditions of Business. ☐ Yes

I/We accept these Terms and Conditions of Business. ☐ Yes

I/We have completed the consent requests in the separate Data Protection leaflet ☐ Yes

Please commence work immediately. ☐

If your preferred method of receiving invoices is by post please tick ☐

Signed: .....

Signed: .....

Print full name: .....

Print full name: .....

Date: .....

Date: .....

## Cancellation form

To: Matthew Maiden at Corner House, Union Street, Mansfield, NG18 1RP

I/We {\*} hereby give notice that I/We {\*} cancel my/our {\*} contract for the supply of professional services:

Instructions given on .....

Name of client(s) .....

Address of client(s) .....

Signed.....

Signed.....

Dated.....

{\*} Delete as appropriate