

## BANNER JONES SOLICITORS 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 the accompanying letter of engagement. The Conditions apply and form the basis of the Contract between you and us under which we will be acting for you on this and any future work that we do for you and supersede any previously issued conditions. No variation of the Conditions or to a quotation from us will be binding unless expressly agreed in writing by us. Where we are instructed by more than one person each one of those instructing us is jointly and severally liable for these conditions.

### 1. Service Standards

We will endeavour to adhere to various service standards during the time we act on your behalf. In particular we 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 our 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 our best advice.

### 2. What you need to do

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

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

### 3. Hours of Business

We are normally open between 9am and 5pm, Monday to Friday (except Bank Holidays). Telephone messages can be left outside these hours and appointments can be made at other times when it is essential.

### 4. Communication between You and Us

Many enquiries can be dealt with by telephone but we may need to meet with you. It is possible that a notary public will be available to see you if you call in to the office, but, to avoid disappointment or waiting, we recommend you arrange an appointment. When telephoning, please use either any direct number shown in the accompanying letter of engagement or the main office telephone number. Alternatively, we are more than happy to hear from you by e-mail on the address in the accompanying letter of engagement. Please note we cannot guarantee that this is a secure means of communication. If you have a preferred means of communication, or there is a better time of day to contact you, then please let us know.

### 5. Value Added Tax (VAT)

Our VAT number is 345980525. We are required to add VAT to our 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).

### 6. Professional Regulation

Each of our notary's 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)

### 7. Professional Indemnity Insurance

In accordance with the disclosure requirements of the Provision of Services Regulations 2009 our professional insurance cover is with Travelers Insurance Company Ltd, Exchequer Court, 33 St. Mary Axe, London EC3A 8AG. Territorial cover is worldwide.

### 8. 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 we do work for you on.

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

Please therefore **provide us with two forms of ID**, for example current signed passport, current UK driving licence, benefit book, a recent utility bill or statement or a local council tax bill for the current year.

If you are unable to attend at our offices then we may be able to accept copies of your ID certified by a professional. Or we may be able to perform an online identity check against your name. In order to carry this out we may need you to provide information from your ID such as your passport number or driving licence number and send copies to us. We may also need you to send us 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 us to comply with the Act is itself a criminal act.

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

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

### 9. Data Protection

See attached sheet.

### 10. Outsourcing of Work

Sometimes we ask other companies or people to do typing/photocopying/other work on our files to ensure this is done promptly. We will always seek a confidentiality agreement with these outsourced providers. If you do not want your file to be outsourced, please notify us in writing.

### 11. Vetting of files and confidentiality

External firms or organisations may conduct audit or quality checks on our 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 us 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 us know as soon as possible. In the event we use elect to use Cloud storage this can pose particular difficulties in relation to confidentiality. We will have undertaken a thorough risk assessment. You should advise us immediately if you do not want your files and/or other information to be stored in this way.

### 12. Avoiding Scams

As we hold client money we are a target for scammers. You are responsible for the security of your own data and bank account details and should make yourself aware of the dangers of social engineering scams and IT manipulation to steal data. We will provide our client account banking details to you in a secure manner. It is unlikely that we will change our bank account details during the course of the transaction. In any event, please be aware that we **do not** notify changes to important business information, such as bank account details, by email.

### 13. Equality and Diversity

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

#### 14. Charges and Expenses

Details of our charges and expenses will be provided to you for each individual notarial act depending on the complexity of the matter and the time taken for the whole matter (including making the appointment, travelling or waiting time and the time needed to prepare the official records) at the rate of £250 per hour. Also, there may be third party expenses and fees such as those of the Foreign and Commonwealth Office, Foreign Embassies and Consulates, any agents dealing with the legalisation of documents and special postage and courier charges.

#### 15. Billing

To enable you to budget we may send interim invoices at regular intervals for work carried out during the conduct of your matter. We will then send a final invoice on completion of the work. In the normal course of events any interim invoice will be on account of the final costs in your matter and we will not therefore be limited as to the eventual amount of costs charged for the period stated on such interim invoice. In the event of a payment on account not being made promptly or not being paid we 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.

You are entitled to complain about your bill. There may also be a right to object to the bill by making a complaint to the Legal Ombudsman (see our Complaints Procedure)

If it becomes necessary to send reminder letters to enforce outstanding accounts you will be charged, at our discretion, the sum of £21.00 plus VAT for each reminder letter sent. In addition if we incur any out of pocket expenses in enforcing outstanding accounts these will also be charged to you.

#### 16. Limited Companies

When accepting instructions to act on behalf of a limited company, we 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, we 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.

#### 17. Payments

Payments you are making to us 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, we 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 our fees and any other expenditure we incur on your behalf.

Where we 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, we are 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

#### 18. Monies held in Client Account

Any money you pay to us (except money to cover our invoices and disbursements) will be paid into our Client Account with National Westminster Bank PLC. This money will continue to belong to you. In the event of a bank suffering financial difficulties client funds could be lost. You would be entitled to seek compensation from the scheme administered by the FCA. The scheme currently allows an individual to claim compensation per each FCA authorised institution (the current limit is £75,000 for deposits and £50,000 for investments). Any monies you place with us which will result in your total monies with National Westminster Bank plc or Lloyds Bank PLC (or any other institution which uses the same FCA authorisation) exceeding the FCA compensation limit are placed at your own risk.

We have notified our bank that our Client Account is made of placement of monies from various Clients which should qualify you to make the compensation claim. Further information is available from the FCA.

When we hold money in our Client Account for you, or for a person funding all or part of your fees, or for a trust, we will account to you or that person or trust for interest when it is fair and reasonable to do so in all the circumstances. This will not apply:

- when the amount held is less than £1000 and money is held for less than 8 weeks
  - when the amount of interest when calculated amounts to less than £20;
  - when the money held is for the payment of a disbursement;
  - to advances made to a Trust so it may make payments out when not in funds, and
  - when you have agreed with us that this term and condition shall not apply to your matter.
- |  | £1000   | £2000   | £10,000 | £20,000 |
|--|---------|---------|---------|---------|
|  | 8 weeks | 4 weeks | 2 weeks | 1 week  |

Where it is more appropriate to you or your matter that your money is held in an instant access facility then you should note that you are unlikely to receive as much interest as if you had held the money yourself.

Please note that if the monies are due to be received from a source other than yourself, or have been received from you at a critical stage in your matter it may not be possible to pay any monies out to you if, for example, we have given an undertaking not to release monies pending certain events (i.e. repayment of your borrowing).

#### 19. Acceptance

If you would like us to commence work on your file, please sign these terms and conditions, tick the box marked 'commence work now' and return it to us. You can write to your Notary at:

Matthew Maiden, Corner House, Union Street, Mansfield, NG18 1RP. You can also send us a fax on 01623 657793 or email us at [info@bannerjones.co.uk](mailto:info@bannerjones.co.uk) or,

Stephen Gordon, 24 Glumangate, Chesterfield, S40 1UA or email us at [info@bannerjones.co.uk](mailto:info@bannerjones.co.uk)

#### 20. Termination

We may decide to stop acting for you only with good reason and we must give you reasonable notice of this.

You may end your instructions to us in writing at any time, but we must retain copies of all relevant information required by the Notarial Practice Rules). You can write to your Notary at:

Matthew Maiden, Corner House, Union Street, Mansfield, NG18 1RP. You can also send us a fax on 01623 657793 or email us at [info@bannerjones.co.uk](mailto:info@bannerjones.co.uk). Or,

Stephen Gordon, 24 Glumangate, Chesterfield, S40 1UA or email us at [info@bannerjones.co.uk](mailto:info@bannerjones.co.uk)

If you (subject to the following relating to Consumer Contracts and Distance Selling) or we decide that we should stop acting for you, you will pay our charges up until that point.

The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 (The CCR 2013) apply if you have not initially been seen at one of our offices. You have the right to cancel our professional services within 14 days without giving any reason. The cancellation period will expire after 14 days from the day you first instructed us. To exercise your right to cancel, you must inform us in writing.

You can write to your Notary at:

Matthew Maiden, Corner House, Union Street, Mansfield, NG18 1RP. You can also send us a fax on 01623 657793 or email us at [info@bannerjones.co.uk](mailto:info@bannerjones.co.uk). Or,

Stephen Gordon, 24 Glumangate, Chesterfield, S40 1UA or email us at [info@bannerjones.co.uk](mailto:info@bannerjones.co.uk)

You may use the attached model cancellation form, but it is not obligatory. You can also electronically fill in and submit the model cancellation form or any other clear statement on our website. If you use the electronic form of cancellation via email or our website, we will communicate to you an acknowledgement of receipt of such a cancellation on a durable medium (e.g. by e-mail) without delay. 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.

If you cancel this contract under The CCR 2013 we will reimburse to you all payments received from you, including the costs of delivery (except for the supplementary costs arising if you chose a type of delivery other than the least expensive type of standard delivery offered by us). 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 requested to begin the performance of our services during the cancellation period, you shall pay us an amount which is in equivalent to the amount of work that has been performed on your behalf until you have communicated to us your cancellation.

#### **21. Our rights to a Lien**

The common law entitles us to retain any money, papers or other property belonging to you which, properly come into our possession pending payment of our costs, whether or not the property is acquired in connection with the matter for which the costs were incurred. This is known as a general lien. We are not entitled to sell property held under a lien but we are entitled to hold property, other than money, even if the value of it greatly exceeds the amount due to us in respect of costs.

#### **22. Storage of Papers and Documents**

We will retain an electronic copy of your file and destroy the original. We will not destroy originals of documents that you ask us to deposit in our store for safe keeping. We require a reasonable period of time in which to create the electronic copy. You can ask for your file as long as all outstanding accounts have been paid. We are entitled to retain our own notes, copies of any letters we have sent and any letters you sent to us.. We can either:

- send your file or stored documents to you or another at your written request in an electronic format (please note we cannot guarantee security);
- make a paper copy of your file or the originals of or a copy of your stored documents available for collection at an office of your choice allowing a reasonable period of time to convey the file to that office. You will need to provide ID at the point of collection or a letter of authority if someone else is to collect on your behalf. Joint clients who are not collecting together will need to provide the written authority of the other, or
- post you a paper copy of your file or the originals of or a copy of your stored documents by second class post (please note we cannot guarantee security or delivery times).

We may make a charge for the above. If we retrieve papers or documents from storage in relation to continuing or new instructions to act for you, we will not normally charge for retrieval. We may also charge for reading, correspondence or other work necessary to comply with our instructions.

#### **23. Complaints**

1. 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](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 the notary.
3. If we are unable to resolve the matter you may then complain to the Notaries Society of which our notaries are members, 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  
Old Church Chambers  
23 Sandhill Road  
St James  
Northampton. NN5 5LH  
Email [secretary@thenotariessociety.org.uk](mailto: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.

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 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 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 six months from the conclusion of the complaint process.

## Data Protection

We use the information you provide in a variety of ways as detailed in our Privacy Statement. This can be accessed at our website <https://www.bannerjones.co.uk/pages/privacy-policy> or a paper copy can be supplied on request. Please either call in at one of our offices or phone 01246 560560 and ask to speak with a member of the Privacy team who will arrange to let you have a copy.

Primarily we use the information you provide for the provision of legal 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

Our use of that information is subject to your instructions, the General Data Protection Regulations and our duty of confidentiality. Please note that if you engage us in a contract for services under the GDPR we are allowed to process your personal data which includes sharing it with others in order that we may deliver the very best possible service to you.

You have a right of access under data protection legislation to the personal data that we hold about you. We are only allowed to retain your information for a reasonable period of time. You also have a right to withdraw your consent at any time subject to any regulatory requirements we have. You can do this by contacting our privacy team by email [privacy@bannerjones.co.uk](mailto:privacy@bannerjones.co.uk), calling in at one of our offices or phoning 01246 560560 and asking to speak with a member of the Privacy team.

I/We.....consent to you retaining our details including our file and any items deposited with you until we notify you we should like our information to be removed as we would like you to maintain a comprehensive log of my/our legal history with you.

Yes

BANNER JONES 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: Banner Jones Solicitors;  
Corner House, Union Street, Mansfield, NG18 1RP, or  
24 Glumangate, Chesterfield, S40 1UA

I/We {\*} herby 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