

**GS Notary Public Limited (Company Regn. No. 09608778)**

<b>TERMS OF BUSINESS</b>
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**1. GENERAL**

- 1.1 These Terms of Business and any engagement letter (*"the Terms"*) outline the agreement between GS Notary Public Limited (*"we" "us" "Business"*) and you.
- 1.2 We only provide Notarial Services as defined in section 12 of the Legal Services Act 2007 and we are regulated by the Faculty Office of the Archbishop of Canterbury.
- 1.3 Your contract is solely with the Business. No contract exists between you and any individual member, director, employee or consultant of the Business.
- 1.4 Where we are acting for a company, limited liability partnership or other organisation we assume that these Terms have been approved by the relevant directors, members, or officers of that organisation.
- 1.5 Where we act for joint or multiple clients, their liability is joint and several. If a conflict arises, we may have to cease acting for one or all parties.
- 1.6 You should read these Terms very carefully prior to instructing us. By proceeding, you confirm acceptance of these Terms.

**2. CONDUCT OF BUSINESS**

- 2.1 Mr Gursant Singh Sandhu is the responsible for the management of the Business and will keep you informed of the progress and any significant changes or delays in your transaction.
- 2.2 We will explain to you the issues in your transaction.
- 2.3 You will receive copies of all significant correspondence and documents relating to your transaction. It is important that you read all correspondence and documents received from us and raise any questions promptly.

**3. OUR RESPONSIBILITIES**

- 3.1 We will provide the agreed notarial services with reasonable skill, care and in a timely manner as outlined in these Terms and any engagement letter. Our responsibilities include:
  - 3.1.1 Maintaining client confidentiality and acting in your best interest, except and subject to any restrictions imposed by law.
  - 3.1.2 Providing best possible and clear information about likely costs.
  - 3.1.3 Responding promptly to calls and correspondence.
  - 3.1.4 Sending you copies of substantive correspondence received from third parties.
  - 3.1.5 Regularly updating you on the status of your transaction.
- 3.2 Our work and advice cover the agreed upon services for the purpose you have clearly communicated to us. Unless we agree otherwise in writing, we are not

obligated to provide services or advice beyond the scope of our agreement or regarding matters you have not specifically brought to our attention.

- 3.3 We rely on the information you provide. It is therefore important that the information that you share is accurate, complete and up to date. You should notify us as soon as possible of any changes to information which has been supplied to us or any new information which may be relevant to our work for you. We reserve the right to stop acting if this requirement is not met, in which case you will be billed for work completed up to that point.

#### **4. YOUR RESPONSIBILITIES**

- 4.1 Provide us with clear, accurate instructions. We are entitled to assume that whoever gives us instructions has actual authority to do so. However, should a client be providing instructions on behalf of another we may need written confirmation of the representative's capacity to provide those instructions, or alternatively, confirm instructions direct with the other individual.
- 4.2 Keep us updated with timely and accurate information relating to the agreed services. Notify us promptly of any significant changes.
- 4.3 Unless otherwise agreed, we will rely on the information that you provide without further verification.
- 4.4 We will treat anyone instructing us on your behalf as fully authorised by you to do so, including accepting these Terms and the terms of any engagement letter.
- 4.5 Review all information and documents sent by us to you. If any statements or information are incorrect, notify us immediately.
- 4.6 Inform us immediately if your matter or transaction becomes urgent or requires action by a specific time.
- 4.7 You accept that we rely and act on advice or information provided directly, or through you, by other specialist advisers acting on your behalf.

#### **5. FEES & EXPENSES**

- 5.1 Our fees for notarial services are based on an hourly rate of £500, with a minimum fee of £100 (which might be reduced at our discretion in exceptional circumstances). VAT at the relevant rate will be charge on our fees.
- 5.2 If requested, we may agree on a fixed fee, subject to prior document review and clear instructions. However, we reserve the right to charge an hourly rate if the transaction becomes unusually complex or delayed, or where you give us limited or incomplete information before our meeting.
- 5.3 Unless a fixed fee is agreed upon, time spent will be charged from start to finish, including initial consultations, due diligence, preparation, client meetings, drafting, phone calls, e-mails, copying, faxes, letters and completion. Letters, phone calls and e-mails are charged at a unit time-cost of 6 minutes per item unless recorded as longer.
- 5.4 We will inform you if a change in fees structure becomes necessary.
- 5.5 Fees may increase if your instructions change.

- 5.6 Work carried out urgently, or during weekends at your request, may incur 50% uplift to our normal fees.
- 5.7 Additional charges will be applied for any out of office and home visits. This too will incur a 50% uplift to our normal fees.
- 5.8 You are responsible for all expenses (including but not limited to consular fees, apostille costs, postage, courier charges etc.) incurred on your behalf and you must reimburse us for any disbursements paid by us on your behalf or in relation to the services.
- 5.9 All invoices must be settled in full within 7 days of issue. Late payment incurs interest at 4% per annum above the base lending rate of National Westminster Bank Plc from the invoice date until settlement in full.
- 5.10 All invoices must be paid in full without any deductions, set offs, and counterclaims.
- 5.11 We will only invoice you, the client, directly and not any third party. The exception will be at our discretion with your agreement that you will ultimately remain responsible for the settlement of our invoice.
- 5.12 We may suspend, decline or terminate the services and exercise a lien on any papers or documents which are in our possession if any monies demanded from you are not received in full within 7 days of our demand.
- 5.13 We reserve the right to request advance payments on account of costs and disbursements.
- 5.14 Any payments should be by cheque to "GS Notary Public Limited" or to our bank account (details of which will be provided to you at the time of your visit) or by cash (this is subject to a limit of £300).

## **6. PROFESSIONAL ADVICE**

We do not provide legal advice regarding the terms, implications or legal consequences of documents signed in our presence. You must rely on advice from your professional advisors, in England, Wales or elsewhere. By signing you confirm that you have taken independent legal advice.

## **7. FOREIGN COMMONWEALTH & DEVELOPMENT OFFICE AND/OR CONSULAR LEGALISATION**

- 7.1 **Apostille** - Some countries require a document to be apostilled. An apostille is issued by the Foreign, Commonwealth & Development Office ("FCDO") which certifies that a Notary Public's the signature and seal is authentic. For further information, please visit - <https://www.gov.uk/get-document-legalised>. FCDO charge £45 per apostille for their standard (paper based) service, plus courier or postage costs which if returned within the UK is generally £5.50 for a letter which weighs up to 1.5 kilograms.
- 7.2 **Legalisation** - In some cases, after apostille, documents may need further legalisation by the relevant Embassy, Consulate or High Commission which attach their own certificate on the document. Embassy requirements and fee vary. Consult your lawyer for guidance on the necessity of an apostille or legalisation.
- 7.3 **Generally** - If you handle apostille and legalisation independently, we are not involved. If you instruct us to assist, please note: -

7.3.1 *Document handling:* We arrange deposit and collection but are not responsible for procedural or other requirements or rejection of your document. However, we will seek to keep you informed of any unexpected delays that can affect the completion of your document or if there are further requirements imposed. You will be notified of any additional costs before any additional work is undertaken.

7.3.2 *Timelines:* For the FCDO or the Embassy, processing cannot be guaranteed and may be affected by external factors out of our control such as embassy closures, transport delays, backlog at the FCDO or embassy, and other issues pertaining to third parties instructed by us and outside our control.

7.3.3 *Loss or damage:* We are not liable for documents destroyed, damaged or lost in the post, DX or by a third party such as an agent that we instruct on your behalf. Then that is not our responsibility as we have no control over such factors. If your document is destroyed, damaged or lost (and even delayed), and you require us to re-notarise the same, then we will charge an additional fee to repeat the exercise. You will be responsible for any/second set of disbursements payable.

7.3.4 *Use of agents:* You consent to your documents being handled by our agents, contractors, subcontractors, courier companies that we deal with or instruct.

## **8. TIMESCALES**

We will give you an indication of the timescales at the outset of the transaction.

Generally, documents are notarised in the initial meeting. Complex or lengthy documents may require more time.

For FCDO's normal/postal service, then the turnaround time is generally 5 working days but please note that this timescale could vary because of factors which are not in our control (such as the FCDO's turnaround time increases, delays in the postal system etc).

We will provide specific timescales for legalisation upon request.

## **9. RECORD KEEPING**

9.1 All notaries are required to maintain a record of transactions completed by them. We shall, where required by our professional rules, retain a copy of any notarised document and evidence of identity and evidence of address.

9.2 We will store your file or document electronically or as a hard copy. These will be stored for such time that we deem reasonable to comply with our professional rules and any other legal obligations. After such period we will at our discretion destroy the physical file/documents or delete the same from our system.

## **10. ELECTRONIC COMMUNICATION**

We take considerable precautions to protect our electronic networks; however, we cannot guarantee the security or integrity of such communication, and cannot accept any liability for degradation, viruses or other infections. You nevertheless agree that we may communicate with you by fax, e-mail, SMS, messengers such as WhatsApp, and other means of electronic communication. We accept no responsibility for any claims, costs, damages, losses or any other liability incurred by or made against you and arising directly or indirectly as a result of the use of electronic communications.

## **11. LIMITATION ON OUR LIABILITY**

- 11.1 This paragraph contains restrictions on our liability to you if you bring a claim against us. Accordingly, you should read and consider this paragraph carefully. For the avoidance of doubt, our liability to you for any loss or damage you may suffer (subject to the following provisions) will be determined in accordance with English law.
- 11.2 We will only provide the services under these Terms to you. We neither assume nor will have any liability to any third party arising from the provision of such services. Our liability to is limited to £10,000 for any claim. We are not responsible or liable for the extent of your own responsibility for any loss or damage and that of any other party who may also be liable to you, in respect of it. For the avoidance of doubt, in considering whether other parties may be liable to you, no account is to be taken of any inability on your part to enforce remedies against another party by reason of causes of action against that party becoming time-barred, or the party's lack of means or the party's reliance on exclusions or limitations of liability.
- 11.3 In this paragraph 11, liability means our entire liability (including any liability for the acts or omissions of any of our members, consultants, employees, agents and subcontractors) to you in respect of any loss or damage caused to you, including any arising from:
- 11.3.1 breach of duty to you;
  - 11.3.2 breach of our contract with you; or
  - 11.3.3 any representation, statement, or tortious (including negligent) act or omission under or in connection with the services we provide to you.
- 11.4 Except where expressly set out in these terms, all warranties, conditions or other terms implied by statute or common law are excluded to the fullest extent permitted by law.
- 11.5 Nothing in these terms or elsewhere excludes or limits our liability:
- 11.5.1 for death or personal injury caused by our negligence;
  - 11.5.2 for any matter for which it would be illegal for us to exclude or attempt to exclude our liability;
  - 11.5.3 for fraud or fraudulent misrepresentation; or
  - 11.5.4 for our reckless disregard of our professional obligations.
- 11.6 We will not be liable for any loss or damage suffered by you arising from any fraudulent or negligent act or omission, misrepresentation or default:
- 11.6.1 on your part;
  - 11.6.2 on the part of any of your agents; or
  - 11.6.3 on the part of any other third party acting on your behalf.
- 11.7 We will have no liability for:
- 11.7.1 any loss or damage that you may suffer as a result of any change in the law, or in the interpretation of the law, that occurs after we have given our advice to you;

- 11.7.2 any failure to give tax advice. Tax for this purpose includes all elements of national, international, local governmental or other taxation, imposition of duty, VAT, stamp duty or other levy or charge; or
- 11.7.3 any advice, materials or information provided by us which are reproduced in any form or otherwise used or relied on by you in breach of, or at variance with, any of these terms or any other terms of our engagement or for a purpose different from the one for which they were originally provided.
- 11.8 If we are providing the agreed services to more than one person, then any limit on our liability will be apportioned equally amongst each of the persons to whom we provide such agreed services.
- 11.9 If, in connection with the provision of the agreed services, you make arrangements with other advisers to limit their liability to you in circumstances where we would otherwise be jointly and severally liable with those other advisers for a claim, we will not be adversely affected and our liability to you will not be increased by the limitation of those other advisers' potential liability.
- 11.10 The invalidity or ineffectiveness of any of these terms or any other terms of our engagement will not affect the validity and enforceability of the remaining terms.
- 11.11 Our aggregate liability to you will in any event be limited to £10,000. For the avoidance of doubt, this limit of liability applies to the aggregate of all claims that may be made against us by all of the clients on any one matter or in any engagement letter and not separately to each client or to each separate incident of loss or damage.

## **12. DATA PROTECTION**

- 12.1 We will process any personal data that you provide us in accordance with our obligations under applicable data protection laws and regulations for the following purposes: to provide you with the services you have requested; to comply with applicable laws and regulations; for administrative purposes; and to provide you with information about us and our services, including legal updates. If at any time you do not wish to receive further information about us and our services, please let us know.
- 12.2 Sometimes it may be necessary to share personal data you provide to us with affiliated undertakings located abroad or with third parties (including legalisation agent that we instruct) who provide services to us or on our behalf. On these occasions we will take steps to ensure that the data is adequately safeguarded.
- 12.3 Please inform us of any specific instructions you may have in relation to how we may process any personal data you provide. We will assume otherwise that you have complied with your own obligations under applicable data protection laws and regulations in providing personal data to us.
- 12.4 Where within the meaning of the General Data Protection Regulation (GDPR), we act as a processor and you act as a controller of personal data.
- 12.4.1 We will process the personal data only on documented instructions from you, including with regard to transfers of personal data to a third country or an international organisation, unless required to do so by applicable law to which you are subject; in such a case, we will inform you of that legal requirement before processing, unless that law prohibits such information on important grounds of public interest.

12.4.2 We will ensure that persons authorised to process the personal data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality.

12.4.3 We will take all measures required pursuant to Article 32 of GDPR (including implementation of appropriate technical and organisational measures to ensure a level of security appropriate to the risks associated with processing of personal data).

12.4.4 You provide us your general authorisation to engage another processor. We shall inform you of any intended changes concerning the addition or replacement of other processors, thereby giving you the opportunity to object to such changes.

12.4.5 Where we engage another processor for carrying out specific processing activities on your behalf, the same data protection obligations as set in paragraph 9.4 (including subparagraphs) shall be imposed on that other processor by way of a contract or other legal act under applicable law, in particular providing sufficient guarantees to implement appropriate technical and organisational measures in such a manner that the processing will meet the requirements of GDPR. Where that other processor fails to fulfil its data protection obligations, the we shall remain fully liable to you for the performance of that other processor's obligation.

12.4.6 Considering the nature of the processing, we will assist you by appropriate technical and organisational measures, insofar as this is possible, for the fulfilment of your obligation to respond to requests for exercising the data subject's rights laid down in Chapter III of GDPR.

12.4.7 We will assist you in ensuring compliance with the obligations pursuant to Articles 32 to 36 of GDPR taking into account the nature of processing and the information available to the processor.

12.4.8 At your choice, we will delete or return all the personal data to you after the end of the provision of services relating to processing and delete existing copies unless applicable law requires storage of the personal data.

12.4.9 We will make available to you all information necessary to demonstrate compliance with the obligations laid down in this Article and allow for and contribute to audits, including inspections, conducted by you or another auditor mandated by you. We shall immediately inform you if, in our opinion, an instruction infringes GDPR or other applicable data protection provisions.

12.5 Where within the meaning of GDPR, we act as both a processor and a controller of personal data, and we engage another processor to carry out processing on our behalf, we shall use only processors providing sufficient guarantees to implement appropriate technical and organisational measures in such a manner that processing will meet the requirements of GDPR and ensure the protection of the rights of the data subject.

12.6 We will retain and process personal data in accordance with our privacy policy which in particular deals with duration of the processing, the nature and purpose of the processing, the type of personal data and the obligations and rights of the data subject (or of the data controller, where appropriate). Our privacy policy is available on our website and on request.

### **13. CONFIDENTIALITY**

13.1 Any information provided to us by you which is not in the public domain will be treated as confidential. However, we may disclose any such confidential information (if

necessary, without your approval) to any legal, regulatory or such government departments and authorities and to comply with the professional rules of conduct.

- 13.2 We may also disclose such confidential information to our agents, sub-contractors, representatives, translators, typists and other support services where deemed necessary by us and it is for the purpose of providing the services to you or complying with the law or our professional rules and regulations.
- 13.3 We reserve the right to release a copy of the notarial act or our records to a person or authority which has a property interest in the act. This is to enable us to comply with our professional rules and regulations.
- 13.4 You must not disclose any advice, confidential or commercially sensitive information relating to us or our services to a third party without our prior written consent.
- 13.5 Any confidential information given by us to you, or vice versa, must not be used for any purpose other than to provide the services or to exercise the right and perform the obligations under this contract.

#### **14. MONEY LAUNDERING**

We operate a money laundering reporting procedure as required by law. In the event of any suspicion of money laundering, crime or terrorist activities, we will reveal information to the appropriate authorities. We may be required to provide satisfactory proof of identity, proof of address and full details of the transaction including disclosure of any documentation to the authorities.

#### **15. EQUALITY AND DIVERSITY**

We do not discriminate on the grounds of disability, ethnic origin, religious beliefs or sexual orientation. In providing services to you, we will not discriminate on any of these bases when we instruct or retain anybody on your behalf.

#### **16. TERMINATION**

- 16.1 You may terminate your instructions to us in writing at any time but we will be entitled to keep all your papers and documents while there is money owing to us for our charges and expenses.
- 16.2 In some circumstances, we may consider we ought to stop acting for you and we reserve the right to do so, for example, if you cannot give clear or proper instructions on how we are to proceed, or if such instructions are delayed, or if it is clear that you have lost confidence in how we are carrying out your work.
- 16.3 We may also decide to stop acting for you if you do not pay a bill or comply with a request for payment on account, as set out above.
- 16.4 If you or we decide that we will no longer act for you, you will pay our charges on an hourly basis and expenses as set out earlier. You will also have to pay any disbursements which have been incurred or have accrued.

#### **17. THIRD PARTIES, RELEVANT LAW AND JURISDICTION**

- 17.1 Except for the rights expressly set out in these terms or as otherwise stated, no third party may have the benefit of, or the right to enforce, these terms, the engagement letter, or any other term of our engagement.

17.2 These terms and the engagement letter are governed by the law of England and Wales.

17.3 You and our Business submit to the exclusive jurisdiction of the English courts in respect of any claims brought against you or against us.

## **18. HOW TO PROCEED**

On the basis that you agree and accept the above terms and conditions of business and wish to instruct us then the information set out below should be of assistance to you.

18.1 we suggest that you forward a copy of the draft document to be notarised to us by email (**gs@notarypublicgs.co.uk**) prior to our meeting. This will enable us to provide a more efficient service and consider any special requirements that need to be complied with.

18.2 please let us have any instructions from your lawyer as to any special procedure which needs to be followed.

18.3 please do not sign or have the document requiring notarisation witnessed prior to our meeting. It is very likely that we will need to confirm that we have seen you (and any witnesses, if required) sign it.

18.4 we will give you an estimate of our fee and any disbursements that are likely to be incurred.

18.5 at our meeting you will need to provide your original proof of identification and original proof of address to us. These could be passport or drivers licence together with a utility bill or bank statement which has been issued within the last three months.

18.6 for a company we will also require the company's certificate of incorporation, constitutional document, copy of the register of directors and shareholders and a board resolution together with the minutes of the board meeting authorising the signatory or signatories to sign/act on behalf of the company or an authorised signatories list.

18.7 where there are fees to be paid on your behalf to the FCDO, Embassy/High Commission or Consulate, you could be asked to provide funds in advance, and any such sum will be accounted for fully at the end of the transaction.