**Catriona M A Wheeler Notary Public**

**TERMS OF BUSINESS**

The purpose of this document is to confirm the arrangements between me. Your continuing instructions in this matter will amount to your acceptance of these Terms of Business.

**Aims and objectives**

By instructing me you have authorised me to take the steps I consider appropriate to represent you including incurring reasonable expenses on your behalf.

If you have already asked me to start work on your behalf, eg by giving you initial advice or by acting in an emergency, I will have been doing so on the understanding that unless otherwise agreed the terms as set out here apply from the start.

Your continued instructions will amount to acceptance of these Terms of Business.

**My responsibilities**

I will:

* Treat you fairly and with respect
* Communicate with you in plain language
* Explain documentation and procedure to you.
* Keep you advised as to progress.
* Keep you advised on the question of costs.

**Your responsibilities**

You will:

* Provide me with clear, timely and accurate instructions.
* Provide all documentation and information that I reasonably request in a timely manner
* Safeguard any documents that may be required for your matter, including documents that you may have to disclose to another party.
* Deal promptly with any important questions which may arise.

**Service levels and frequency of communication**

If we are dealing with any matter which involves more than one appointment:-

* I will update you by telephone or in writing with progress on your matter regularly.
* I will explain to you by telephone or in writing the legal work required as your matter progresses.
* I will update you on the likely timescales for each stage of this matter and any important changes in those estimates and whether this will affect costs estimated.

**Limit of liability**

I have professional indemnity insurance giving cover for claims against me.

The policy covers the provision of services as a notary in private practice from offices in England and/or Wales whether the services are provided to clients in England and/or Wales or anywhere in the World.

My maximum aggregate liability to you in this matter will be £3,000,000 million including interest costs unless I expressly state a different figure in a letter confirming your instructions. If you wish to discuss a variation of this limit, please contact me beforehand. Agreeing a higher limit on my liability may result in me seeking an increase in my charges for handling your matter.

I will not be liable for any consequential, special, indirect or exemplary damages, costs or losses, or any damages, costs or losses attributable to lost profit or opportunity.

The extent to which any liability, loss, damage, costs or expenses may be recoverable will take into account the extent of others including in appropriate circumstances your other advisers and/or any third party responsible to you and/or liable in respect of the loss.

I am not responsible for the safe keeping of any document when it leaves my offices whether in the postal or Document Exchange system, by courier or otherwise.

I can only limit my liability to the extent the law allows. In particular, I cannot limit liability for death or personal injury caused by negligence.

Please ask if you would like me to explain any of the terms above.

**Tax Advice**

I do not provide tax advice on your proposed transaction.

**Regulated services**

My notarial practice is regulated by the Faculty Office of the Archbishop of Canterbury:

The Faculty Office, 1The Sanctuary, Westminster, London SWIP JT

Tel: 020 7222 5381

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

**Personal Data**

The provision of certain personal data is mandatory in order for me to comply with mandatory client due diligence requirements and consequently to provide my services. You warrant on a continuous basis that such personal data is accurate, complete and up to date. Failure to comply may result in documents being rejected by the relevant certification authorities, held invalid in the destination country or other difficulty to successfully completing the services.

In relation to personal data of data subjects you warrant to me on a continuous basis that:

(a) where applicable, you are authorised to share such personal data with me in connection with my services and that wherever another data subject is referred to, you have obtained the explicit and demonstrable consent from all relevant data subjects to the inclusion and use of any personal data concerning them;

(b) to the extent this is required in connection with the services, such personal data is accurate, complete and up to date; and

either you provide your explicit consent and warrant that each data subject has provided explicit consent for the transfer of personal data to foreign organisations in connection with the services, or that an alternative legal gateway for such transfer (such as transfer necessary for the conclusion or performance of a contract concluded in the interest of the data subject) has been satisfied.

PLEASE NOTE: You shall and you hereby agree to **indemnify** me and my affiliates and their officers, employees, agents and subcontractors (each an “Indemnified Party”) from and against any claims, losses, demands, actions, liabilities, fines, penalties, reasonable expenses, damages and settlement amounts (including reasonable legal fees and costs) incurred by any Indemnified Party arising out of or in connection with any breach by you of the warranties set out in these Terms of Business.

**Storage and retrieval of files**

After completing the work, I will be entitled to keep all your papers and documents while there is still money owed to me for fees and expenses. I retain scanned copies of my Notarial Acts.

If I take papers or documents out of storage in relation to continuing or new instructions to act for you, I will not normally charge for the retrieval. However, I may charge you for:

* time spent producing stored papers that are requested; and
* reading, correspondence or other work necessary to comply with your instructions in relation to the retrieved papers.

**External auditing**

External firms or organisations may conduct audit or quality checks on my practice. These external firms or organisations are required to maintain confidentiality in relation to your files. Please contact me if you do not wish your files to be disclosed to external auditors.

**Right to cancel**

If you instruct me in your personal capacity, rather than as the representative of an organisation for example, you have the right to cancel your agreement for me to act on your behalf in certain circumstances.

If I have not met you or if you have agreed the terms upon which I should act on your behalf away from my premises (for example during a visit by me to your home or place of work,) the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 will apply and you will have a right to cancel my agreement within 14 days of the date upon which you receive these Terms of Business from me. To do so, please write to me or fax me at the address shown on my accompanying letter.

However, if you ask me to start work on your matter before the end of the 14 day period, you may be charged for work undertaken and disbursements incurred, if you then cancel your instructions.

**Terminating your instructions**

You may also end your instructions at any time, by giving me notice in writing. I can keep all your papers and documents while my charges or disbursements are outstanding.

I can only decide to stop acting for you with good reason and I must give you reasonable notice.

If you or I decide that I should stop acting for you, you are liable to pay my charges up until that point. These are calculated on the basis set out in my letter confirming your instructions.

**Prevention of money laundering and terrorist financing**

I am required by law to get satisfactory evidence of the identity of my clients and sometimes people related to them. This is because solicitors who deal with money and property on behalf of their clients can be used by criminals wanting to launder money.

To comply with the law, I need to get evidence of your identity as soon as possible. I may verify that identity by way of an electronic search for which you will be charged a small fee.

I am professionally and legally obliged to keep your affairs confidential. However, I may be required by law to make a disclosure to the NCA where they know or suspect that a transaction may involve money laundering or terrorist financing. If I make a disclosure in relation to your matter, I may not be able to tell you that a disclosure has been made. I may have to stop working on your matter for a period of time and may not be able to tell you why.

**Confidentiality**

The information and documentation you provide to me is confidential and subject to legal professional privilege unless:

* stated otherwise in this document or my letter confirming your instructions, eg in relation to prevention of money laundering and terrorist financing;
* I advise you otherwise during the course of your matter.

I cannot absolutely guarantee the security of information communicated by email or mobile phone. Unless I hear from you to the contrary, I will assume that you consent for me to use these methods of communication.

**Receiving and paying funds**

My policy is only to accept sums less than £250 in cash. If you try to avoid this policy by depositing cash directly with my bank, I may decide to charge you for any additional checks I decide are necessary to prove the source of the funds. 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, in the absence of written authority, to a third party. When I have to pay money out, I will always ask the recipient to confirm the details of the Bank Account to which payment should be made. Where the Bank Account is not that of the recipient or is an account in the names of the recipient and another person, there is a risk of claims being made against the funds, for example by a trustee in bankruptcy or a creditor if there has been an attempt, even if unwittingly made, to put money beyond the reach of someone entitled. I cannot be responsible for the consequences of these or similar claims.

**Complaints**

I have a written procedure that sets out how I handle complaints which I will provide to you.

**My bill**

You are liable to pay my legal costs. I will also usually discuss this when your appointment is made or at my initial meeting with you and explain the method of calculation, if you wish.

In additional you will also pay:

* Fees for money sent via telegraph transfer. The fees which will be charged to you will cover the charges which my bank makes for the telegraph transfer and in addition a charge for my administrative costs. At present the total fee for a telegraph transfer is £5 plus VAT.
* Disbursements – that is out of pocket expenses/payments I make on your behalf.
* VAT on disbursements where relevant.
* Travelling expenses.
* Payments to third parties instructed on your behalf, for example agents to legalise documents and couriers.

It is important to point out that you are the person who has instructed me to do the work and agreed to pay me for it. This means that you remain liable for my costs even if another person has been ordered to pay them or agreed to pay them but does not do so.

I will usually require payment at the time of our initial interview. If I do not, I reserve the right to invoice as the matter progresses.

Please note:

All bills rendered to you as the matter progresses will be treated as interim bills/requests for payment on account.

It will be a condition of my continuing to do the work that those bills are settled.

Bills should be paid on presentation of invoice. I may charge interest on overdue bills at 2% per annum above NatWest Base Rate from time to time in force.

As stated, I may cease acting for you if an interim bill remains unpaid or if my reasonable request for a payment on account of costs is not met.

I can keep all your papers and documents while there is still money owed to me for fees and expenses. If II am holding money for your benefit I may also apply that in settlement or part settlement of my fees and expenses.

**How should payment be made?**

Payment should be made by direct bank transfer quoting my reference.

**Investment advice services**

I am not authorised by the Financial Conduct Authority and will not provide investment advice.

**Equality and diversity**

I am committed to promoting equality and diversity in all my dealings with clients, third parties and employees.

**Applicable law**

Any dispute or legal issue arising from my Terms of Business will be determined by the law of England and Wales, and considered exclusively by the English and Welsh courts.

**Future instructions**

Unless otherwise agreed, these Terms of Business will apply to all future instructions you give me on this or any other matter.