

MY REGULATOR

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

The Faculty Office
1, The Sanctuary
Westminster
London
SW1P 3JT

Email Faculty.office@1thesanctuary.com

Website www.facultyoffice.org.uk

COMPLAINTS PROCEDURE

If you have complaints about my work please do not hesitate to contact me, and if the matter cannot be immediately resolved I will refer your complaint to the Notaries Society of which I am a member, who have a Complaints Procedure which is approved by the Faculty Office.

Alternatively, you can complain to the Notaries Society direct. Please write (but do not enclose any original documents) with full details of your complaint to:

Christopher Vaughan
Secretary of The Notaries Society
Old Church Chambers
23 Sandhill Road
St James
Northampton, NN5 5LH
Email secretary@thenotariessociety.org.uk

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 of making the complaint to me, make your complaint direct to the Legal Ombudsman (whose contact details are set out below) if the matter has not been resolved to your satisfaction:

Legal Ombudsman
PO Box 6806
Wolverhampton
WV1 9WJ
Tel: 0300 555 0333
Or enquiries@legalombudsman.org.uk
Website www.legalombudsman.org.uk

TERMS OF BUSINESS FOR THE PROVISION OF THE NOTARIAL SERVICES OF Petra Caroline Edwards (the “Notary”)

In these Terms of Business “we”, “us”, “our” and “the firm” means Mayo Wynne Baxter Solicitors.

1. PLACES OF BUSINESS

1.1 The offices of Mayo Wynne Baxter Solicitors are as shown at the end of these Terms. Appointments can be arranged outside our normal office opening hours where a matter is urgent.

2. RESPONSIBILITY FOR WORK

2.1 All Notarial work is carried out for you and given to you by Mayo Wynne Baxter Solicitors and not by any individual partner, member or employee of the firm. No individual partner, member or employee will have any personal liability to you (whether for negligence or otherwise) in respect of any work or advice carried out or given by the firm.

2.2 We maintain compulsory professional indemnity insurance. This insurance covers all of our practice which is carried on from offices located in England and will extend to acts or omissions wherever in the world they occur.

3. MONEY LAUNDERING

3.1 We are required to comply with the Terrorism Act 2000, the Proceeds of Crime Act 2002 and The Money Laundering Regulations 2017 (the “Regulations”).

3.2 Under the Regulations we are obliged (amongst other things):

3.2.1 To take “due diligence” measures to verify and document the identity of all clients. This may include establishing and possibly verifying the identity of anyone on whose behalf a client is acting. It may also include establishing and possibly verifying the identity of anyone who is a director or senior manager of the client and/or who is to be regarded for the purposes of the Regulations as a “beneficial owner” of the client (such as shareholders where the client is a company and beneficiaries where the client is a trustee).

3.2.2 To keep records of those due diligence measures for a period of five years from the termination of our business relationship. To keep those records up to date throughout the period of our business relationship with a client.

3.3 When conducting “due diligence” measures on individuals, we may use a reputable Client Identity Verification provider to conduct identity checks and in such cases the individual’s name address and other personal data will be supplied to the agency

3.4 In order to complete our “due diligence” measures both at the outset of a matter and subsequently, it may be necessary for us to seek information and documents from you. In the case of individuals we will normally require to see a current signed passport or photo-card driving licence plus utility bills but other or additional material may be acceptable or required.

3.5 We ask that you co-operate as promptly as possible with requests for assistance in the completion of due diligence measures. In some situations, the Regulations forbid us from commencing work on your behalf until the initial due diligence measures are complete, and we reserve the right in all cases to require the completion of due diligence measures before proceeding.

- 3.6 In the event that we are unable to complete our due diligence measures promptly, the Regulations require us in some situations to cease acting on your behalf. In all other cases we reserve the right, at our absolute discretion to cease acting for you if the due diligence measures are not completed within 9 days of receipt of instructions. In the event that we cease to act on your behalf we will not accept liability for any loss suffered by you as a result.
- 3.7 The time spent on completing due diligence measures will be recorded and may also be the subject of a charge at an appropriate hourly rate. Other charges may also apply in connection with due diligence measures as detailed at paragraph 4.
- 3.8 Please **do not** make any arrangements for payments to be made to us prior to confirmation that all due diligence measures have been completed. If any sum is received on your behalf before the due diligence measures have been completed, that sum will be held until the necessary measures have been completed. We will not accept liability for any loss suffered as a result of any delay in the release of such funds.
- 3.9 Please note that we may be required by law to make a disclosure to the National Crime Agency where we know or suspect that a transaction may involve money laundering or terrorist financing. If we make a disclosure in relation to your matter, we may not be able to tell you that a disclosure has been made. We may have to stop working on your matter for a period of time and may not be able to tell you why. We will not accept any liability for any loss suffered as a direct or indirect result of such disclosure being made or our having to stop work.

4. FEES, EXPENSES AND LIABILITY TO PAY

4.1 Our Fees

- 4.1.1 Unless an alternative fee arrangement has been agreed and confirmed in writing by us, we usually charge on the basis of time we have spent or are likely to spend dealing with your matter. This will include time spent considering and preparing papers and correspondence, making and receiving telephone calls as well as travelling. The time we spend on completing due diligence measures will also be recorded and may be the subject of a charge at an appropriate hourly rate. Our hourly rates will vary depending on the experience and seniority of the person handling your matter.
- 4.1.2 Our time is charged at an hourly rate and details of these will be provided in writing. Our rates are exclusive of VAT which is payable in addition where required (VAT registration number GB 903 6812 35).
- 4.1.3 Our rates are normally reviewed once a year and details of any revision in rates occurring during a matter will be supplied to you in writing.
- 4.1.4 In some instances, for example where a matter is exceptionally complex or urgent, or where your instructions require that interviews take place, or other work is carried out necessarily outside our normal office hours, we reserve the right to increase our rates and to cease acting for you unless such revised rates are agreed.

4.2 Expenses

- 4.2.1 In addition to our fees (and whether or not the matter completes), we will charge for expenses and disbursements we incur on your behalf. Except for minor items we will normally discuss these with you. These include payments made by the firm on your behalf for such items as, consular agent's fees, legalisation fees, translator's fees, courier's fees, special postage, travel fares, search fees and Land

or Probate Registry fees. Mayo Wynne Baxter has no obligation to incur such expenses or disbursements unless funds have been provided by you for that purpose. VAT is payable on certain expenses and disbursements.

4.3 Liability to Pay

4.3.1 Fees expenses and disbursements are payable by you whether or not a case is successfully concluded or a transaction completed. If any case or transaction does not proceed to completion for any reason during the period in which the firm are instructed then we are entitled to charge for work done on the basis set out above.

4.3.2 Where a third party is obliged to pay all or some of your legal expenses, you are nevertheless obliged to pay our fees in the first place and any amounts which can be recovered will be a contribution towards them.

5. ARRANGEMENTS FOR PAYMENT OF FEES

5.1 Payment terms

Our fees for notarial services are payable upon demand, on or before within 15 days of the date of the bill. If payment is not made within 30 days of issue we reserve the right to decline to act further. We reserve the right not to release notarised documents to you until such time as our fees have been paid.

5.2 If full payment is not made within 15 days of the date of the bill interest may be charged at the rate applicable to judgment debts on the unpaid balance.

5.3 If our bills are not paid within 30 days of issue or if requests for payment on account are not met after a written request for payment, we may exercise a lien (a right of retention) over your papers or other property held on your behalf, pending payment of all costs owing and we reserve the right to stop work and consider your instructions to us terminated. If we are holding any money for you to your account (for whatever reason) we reserve the right to use it to pay what you owe us.

5.4 We operate a strict credit control policy and overdue invoices will be subject to recovery proceedings.

5.5 If at any stage you are concerned about the level of costs you should speak to the notary who is dealing with your matter. You may set a limit on fees to be incurred. You may also use our complaints procedure (further details of which are set out in the leaflet accompanying these terms and conditions).

6. YOUR OWN ADVICE AND THE NOTARY'S RESPONSIBILITIES

6.1 The Notary does not advise on foreign law or on the suitability or enforceability of any document produced to her in any way. Her role is to be satisfied that you understand the content of the document and that you intend to be bound by it. You are advised to seek first the advice of your own independent legal or other competent adviser who practises or is skilled in the law of the jurisdiction to which the document will be sent.

6.2 The Notary acts solely in an evidential and authentication capacity. To that end, the Notary has to be satisfied not only as to your identity but also your legal capacity and authority to execute any document, your understanding and approval of it and that you intend (voluntarily) to be bound by it. If the document is not in English, the Notary may insist on a translation of it.

7. NOTARIES (INSPECTIONS) REGULATIONS 2014

7.1 The records and practice of the Notary, including any documents you may provide to or which the Notary may prepare for you, may be the subject of an inspection by another notary (the “Inspector”) appointed for this purpose by the Registrar of the Faculty Office of the Archbishop of Canterbury pursuant to the Notaries (Inspections) Regulations 2014.

7.2 Under those Regulations, the Inspector is required at all times to respect the confidentiality of the inspected documents and not to disclose information concerning the inspected documents or the clients of the Notary save to the Master or Registrar of the Faculty Office of the Archbishop of Canterbury as may be necessary.

8. COMMUNICATION AND CONFIDENTIALITY

8.1 If you have any preference as to the method of our communication with you then please do let us know. Unless instructed to the contrary we may communicate via email.

8.2 Please note that correspondence via email carries inherent risks and we cannot guarantee confidentiality. As part of our security systems we routinely monitor all incoming and outgoing emails. Information we exchange by email is therefore sent at your own risk.

8.3 We have rigorous standards in the maintenance of confidentiality. We may use external agencies from time to time for typing, photocopying and printing. We do not use clients’ names in promotional literature or in any press release without first obtaining approval from the client and even then we do not disclose any information of a confidential nature.

9. DATA PROTECTION ACT 2018

9.1 We observe the requirements of the Data Protection Act 2018 and the data protection principles in relation to personal data. By agreeing to these terms you are agreeing to the processing of personal data to enable us to carry out work on your behalf. We may also pass your personal data to other professionals in order to obtain advice and to comply with our contractual obligations.

9.2 Under the Data Protection Act 2018, you have a right to require details of your personal data held by us. Requests must be made in writing addressed to our Data Protection Officer.

10. ANTI CORRUPTION AND BRIBERY

10.1 We take a zero tolerance approach to bribery and corruption and are committed to acting professionally, fairly and with integrity in all our business dealings and relationships wherever we operate and implementing and enforcing effective systems to counter bribery.

10.2 We will uphold all laws relevant to countering bribery and corruption in all the jurisdictions in which we operate. However, we remain bound by the laws of the UK, including the Bribery Act 2010, in respect of our conduct both at home and abroad.

11. GENERAL

11.1 Acceptance

Your continuing instructions will amount to your acceptance of these Terms of Business.

11.2 Application

These Terms of Business shall apply except to the extent that they are modified by the firm in the accompanying leaflet or by notice in writing.

11.3 Applicable law and priority jurisdiction

These Terms of Business and the accompanying leaflet shall be governed by and construed in accordance with the laws of England and Wales. The English courts shall have exclusive jurisdiction in any dispute arising out of our acting on your behalf.

11.4 If any terms or provisions of this agreement (or parts thereof) are to become invalid, illegal or unenforceable, the remainder shall survive unaffected to the fullest extent permitted by law.

Mayo Wynne Baxter Offices

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Brighton

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