

Edition Date: June 2026

TERMS OF BUSINESS

1. Introduction

- 1.1 These terms of business, together with our data protection policy and privacy notice displayed on our website (together referred to as “these **Terms**”), apply to all notarial matters, to our non-reserved legal services, and to any ancillary and incidental services which we, Art Notarial Services Limited, registered with company number: 15559305 trading as *Tom Ginot Notary Public* (“**we**”; “**us**”; “**our**”) carry out.
- 1.2 We would suggest that you should read the information below prior to our meeting to ensure that you fully understand what will happen generally in relation to your instruction, the likely costs and disbursements, complaints procedures and the scope and extent of your instructions to us. If you have any queries in relation to the contents of these Terms, then please let us know prior to you arranging an appointment to see our principal notary, Tom Ginot (“**Notary**”). Unless otherwise agreed, these Terms of Business will apply to all future instructions you give us on this or any other matter.
- 1.3 Please note that your instructions or, as the case may be, your continuing instructions will amount to your acceptance of these Terms.
- 1.4 We provide two categories of service:
 - 1.4.1 notarial services and any other reserved legal activities for which we are authorised (our “**Notarial Services**”); and
 - 1.4.2 certain non-reserved legal services (including corporate legal services and legal consultancy and representation), as described in Schedule 1 (our “**Non-Reserved Legal Services**”); together, the Notarial Services and the Non-Reserved Legal Services are our “**Services**”.
- 1.5 These Terms apply to all of our Services. The provisions of Schedule 1 apply specifically to our Non-Reserved Legal Services and, in the event of any conflict between Schedule 1 and the remainder of these Terms in relation to the Non-Reserved Legal Services, Schedule 1 prevails.

2. Notarial Services and Regulatory Information

- 2.1 The service provided by us via our Notary is that of a notary public carrying out all permitted notarial activities including, where appropriate, arranging legalisation of documents and sending them to their final destination. An essential part of a notary’s role is to maintain and keep records.

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Email: tom@tomginotary.co.uk
www.tomginotary.co.uk

Regulated through the Faculty Office of the Archbishop of Canterbury.

- 2.2 Our Notary and our notarial practice are 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
Website: www.facultyoffice.org.uk

- 2.3 Our principal, Tom Ginot, is both a notary public and a solicitor of the Senior Courts of England and Wales. Our Notarial Services are regulated by the Faculty Office. Our Non-Reserved Legal Services are non-reserved legal activities which we provide through our notarial practice and which are also subject to the regulation of the Faculty Office; they are **not** regulated by the Solicitors Regulation Authority (the “SRA”), and the protections available to clients of SRA-regulated firms (including the SRA Compensation Fund) do not apply to them. Further detail is set out in Schedule 1.
- 2.4 We are bound by the professional practice and conduct rules set by the Faculty Office and will act in accordance with them, including the Notaries Practice Rules 2019 and the Notaries (Conduct and Discipline) Rules 2015, together with the code of practice approved by the Faculty Office. These rules and the code of practice are available on the Faculty Office’s website.

3. 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 the transaction as a whole i.e. to anyone who may rely on the document and to the relevant Governments, authorities or officials in other countries. These parties 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.

4. Typical stages of a notarial transaction

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- 4.1 Each notarial matter is different, and the requirements and timescales will vary greatly depending on whether the client in question is a private individual or a company, partnership etc. and in particular, whether other relevant third parties would have to be involved in the transaction (such as the Foreign, Commonwealth and Development Office, legalisation agents, translating agencies, lawyers and professional advisors in other jurisdictions, couriers, etc.) meaning that their processing times would also have to be taken into account.
- 4.2 Some of the typical key stages are likely to include:
 - 4.2.1 receiving and reviewing the documents to be notarised together with any instructions you may have received;
 - 4.2.2 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);
 - 4.2.3 checking the identity, capacity and authority of the person who is to sign the document;
 - 4.2.4 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;
 - 4.2.5 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;
 - 4.2.6 drafting and affixing or endorsing a notarial certificate to the document;
 - 4.2.7 arranging for the legalisation of the document as appropriate; and
 - 4.2.8 arranging for the storage of copies of all notarised documents in accordance with the requirements of the Notarial Practice Rules 2019.
- 4.3 Any timescale or timeframe we give is an estimate only and is not guaranteed. We will not be liable for any delay, or for any loss arising from a delay, including where caused by third parties such as the Foreign, Commonwealth and Development Office, embassies, consulates, agents, translators or couriers.

5. Your responsibilities

- 5.1 You will need to:
 - 5.1.1 provide us with clear instructions and full and accurate information to enable us to carry out your instruction;

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- 5.1.2 provide us with all information and documents of which you are aware, and which relate to your instruction;
- 5.1.3 inform us promptly of any change in your name, address or country of residence or, in the case of a business client, in its ownership or management, and of any other significant change in your circumstances;
- 5.1.4 ensure that any person who provides information or documents to us on your behalf is authorised by you to do so;
- 5.1.5 provide us only with information and documents that you are lawfully entitled to share with us without infringing the rights of any other person;
- 5.1.6 keep us informed in sufficient time of all relevant deadlines; and
- 5.1.7 provide us with cleared funds when required for payment of our fees and disbursements.

5.2 You agree that we are entitled to rely on you to perform each of these obligations.

6. Our notarial work for you

- 6.1 We will provide our Services to you with reasonable skill and care.
- 6.2 Our aim is that your document(s), as executed and formalised, will be acceptable in the recipient country. Our Notary will need to receive or see instructions regarding the requirements of the recipient country from external advisors or other professionals instructed by you directly or to whom you direct us.
- 6.3 Although our Notary may be able to provide general guidance on likely requirements for the authentication of your document(s), the Notary cannot and will not advise on foreign law, nor on your transaction or the contents or legal effect of the document(s) you sign. If you require legal advice on your document(s), you must consult your own legal adviser specialising in the law of the jurisdiction of the recipient country.
- 6.4 Our Notary cannot take responsibility for the document being in the correct form or otherwise being acceptable in the receiving jurisdiction. Our Notary will, where possible, liaise with any foreign lawyer you have instructed, and will rely on them to advise on the correct form of the document and on any formalities attaching to its execution.
- 6.5 Our Notary must be satisfied as to your identity and residential address, your legal capacity, your authority (e.g. when acting on behalf of a corporate body, an estate or trust or as an attorney under a power of attorney) and your understanding, approval of and intention to become bound by the document(s).

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- 6.6 Our Notary must be satisfied that you sign voluntarily, that no fraud or duress is involved and that any required formalities under the law of England and Wales are observed.
- 6.7 We are not responsible for the drafting, form, content, validity or legal effect of any document presented to us for notarisation that has been drafted or prepared by you or on your behalf. Where we draft or prepare a document at your request, it remains your responsibility to satisfy yourself that it is suitable for its intended purpose and to obtain any necessary approval from the receiving party. We do not warrant that any document, whether drafted by you or by us, will be accepted by any third party or in any jurisdiction.

7. Hours of Business

Our Notary can be contacted by email or telephone during our normal office hours (09:00 am to 17:30 pm Monday to Friday inclusive) or outside these days and hours, if the matter is urgent (which would be reflected in our notarial fee).

8. Appointments

- 8.1 We offer appointments during business hours and occasionally outside of business hours in exceptional circumstances. Our Notary is also prepared to make home visits or visit corporate clients at their place of business. If the notarial appointments take place outside of our office, we will make an additional charge to cover travelling time and expenses in accordance with clause 20.
- 8.2 Occasionally, our Notary may not be able to see you within the timeframe you require, or we may decide that we are not able to act for you in which case we will advise you that this is the case and will provide you with the necessary information to locate an alternative notary.
- 8.3 We are flexible about changes to, and cancellations of, appointments at our office, but we expect you to give us reasonable notice of any change or cancellation. We reserve the right to charge a booking fee, particularly where work is required before the appointment or where an appointment has to be re-booked following one or more cancellations.
- 8.4 Where our Notary is booked to attend a meeting away from our office, any change of time or cancellation must be notified to us at the earliest opportunity. We reserve the right to charge an attendance or cancellation fee for meetings cancelled at short notice, particularly where the meeting is cancelled once our Notary is already travelling to, or has arrived at, the place of the meeting. The amount of any such fee

will be as agreed with you in advance or, in the absence of agreement, a reasonable amount reflecting the time spent and the expenses we have incurred.

- 8.5 Where an agreed meeting is delayed and our Notary has to wait, we reserve the right to charge for waiting time at the rate agreed with you in advance or, in the absence of prior agreement, at a reasonable rate.
- 8.6 Any fee charged under this clause is in addition to our notarial fee and disbursements. Nothing in this clause affects any statutory right you may have to cancel under clause 34.

9. Signatures

In most circumstances, our Notary will need to witness your signature. Accordingly, **please do not sign the document in advance of your appointment with our Notary.**

10. Video conference and remote verification

- 10.1 A video conference call may be required before the signing meeting in order to go through the document with you. If the read-through of the document requires a significant amount of time, we reserve the right to charge an additional fee, which will be as agreed with you in advance or, in the absence of agreement, a reasonable amount reflecting the additional time spent.
- 10.2 During any such video conference call we will need to see your current passport and a recent utility bill showing your address in order to confirm your identity.
- 10.3 Where a notarial act or any verification is carried out by video conference, we may record the meeting and will store the recording in accordance with our regulatory requirements and our data protection privacy notice.

11. Papers to be sent to us in advance

- 11.1 It will save time, expense and mistakes if, as long before the appointment as possible, you can let us have the originals or photocopies of:
- 11.1.1 the documents to be notarised;
 - 11.1.2 any letter or other form of instruction which you have received about what has to be done with the documents; and
 - 11.1.3 your evidence of identification

12. Identification

- 12.1 As an absolute minimum requirement, we will need you to produce by way of formal identification the original of (in preferred order):

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12.1.1 your current passport (or, if not available);

12.1.2 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) a current government or police issue certificate bearing a photo or other formal means of identification; or
- (b) 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.

12.2 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. We may also ask to see further evidence of identity such as marriage certificates etc. and will advise you of this if necessary.

12.3 In most cases, we will need you to send us copies of all of your relevant identification in advance of our meeting. You will always need to produce your original identification at the meeting.

13. Politically exposed persons

13.1 We are required to check if you, or anyone connected with you, might be a “politically exposed person” (known as a “**PEP**”). If so, we have to take extra anti-money laundering precautions.

13.2 Examples of PEPs are persons who now or in the recent past have held a prominent public function in any country, for example: member of parliament, member of the governing body of a political party, appeal court judge, member of the court of auditors or the board of a central bank, diplomat or high-ranking officer in the armed forces, member of the administrative, management or supervisory body of a State-owned enterprise, senior officer or director of an international organisation and head of state, head of government, minister or deputy or assistant minister.

13.3 If you or a member of your family (your spouse or civil partner / your parents, or the parents of your spouse or civil partner / your children) or a close associate of yours (someone with whom you have close business relations / someone with whom you have joint beneficial ownership of a legal entity or a legal arrangement (like a company or trust) / someone for whose benefit a legal entity or a legal arrangement has been set up, in respect of which you have sole ownership) currently holds or has held in the recent past (certainly in the past 12 months) such a function then please let us know immediately.

14. Proof of names

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- 14.1 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 us as appropriate with Certificates of Birth, Marriage or Divorce Decree or Change of Name Deed showing all the different names that you use.
- 14.2 If there has been a change of name, then we will need to see a copy of the Deed Poll or Statutory Declaration which dealt with it.

15. Written Translations

- 15.1 It is essential that you understand what you are signing.
- 15.2 If the document is in a foreign language which you do not understand sufficiently, we may have to insist that a translation be obtained. If we arrange for a translation, a further fee will be payable, and we will provide you with details of this.
- 15.3 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."*

16. Oral Interpreter

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

17. Subcontracting and working with others

- 17.1 We may, where we consider it appropriate, subcontract part of the work on your matter to another notary, lawyer, translator, agent or other professional selected by us. Where we do so, we will remain responsible to you for that work and will, where possible, give you an estimate of their fees, which will be charged to you as a disbursement.
- 17.2 Alternatively, we may assist you to contract directly with another professional, in which case you will be solely responsible for paying their fees. Whenever we engage another person to assist with your matter, we will seek an appropriate confidentiality undertaking from them.

18. Companies, Partnerships etc.

- 18.1 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 we may have to insist on.



- 18.2 We will need to verify the existence, constitution and any registration of that body and your authority to represent it. If we are not satisfied with regard to any of the aspects, then we may refuse to undertake the instruction. Please be prepared to provide these details and call us with any point of difficulty before attending our appointment.
- 18.3 In each case, we will need to see:
- 18.3.1 evidence of identity of the authorised signatory (as listed above);
 - 18.3.2 a copy of the current letterhead (showing the registered office if it is a company); and
 - 18.3.3 a Letter of Authority, Board Minutes, Resolution or Power of Attorney, authorising you to sign the document on behalf of the company, Partnership etc.
- 18.4 Additionally, for companies, Our Notary will usually require a copy of the company's Certificate of Incorporation (and of any Change of Name Certificate), a copy of the current Memorandum and Articles of Association and details of the directors and secretaries. In all instances, we will be carrying out various company searches, which may have an effect on the level of fees charged.
- 18.5 In respect of partnerships, clubs, etc, we will require the Partnership Agreement (if any); or relevant Trust Deed; or Charter; or Constitution/Rules.

19. Legalisation, apostille and document procurement

- 19.1 Some documents require legalisation before they will be accepted for use in the receiving jurisdiction by obtaining an apostille through the UK Foreign, Commonwealth and Development Office and, for some countries, additional legalisation is required through the relevant embassy or consulate.
- 19.2 We will always instruct an agent to assist us with the legalisation process. Accordingly, we will advise you of the likely timescales involved in obtaining legalisation, the fee that we will charge for the time our Notary spent in dealing with this and any disbursements which are likely to include one or more of the following: agents fees, UK Foreign, Commonwealth and Development Office's fees, embassy fees, postage and courier fees.
- 19.3 We can provide apostille and legalisation services in respect of documents whether or not they have been notarised by us, including documents issued in the United Kingdom or overseas, and we can provide these services on a standalone basis. Where a document has not been prepared or notarised by us, we do not verify, and accept no responsibility for, its content, accuracy or authenticity.



- 19.4 We also offer a document procurement service, under which we obtain official records on your behalf (for example, birth, marriage and death certificates and company or other corporate records) from the relevant authorities or registries in the United Kingdom or overseas. We rely on those authorities and registries and cannot guarantee that any record exists, is available, or will be issued within any particular timeframe, and we are not responsible for the content or accuracy of any record so obtained. The fees of those authorities and registries, and of any agents we instruct, will be recharged to you.
- 19.5 Any timescale we give for legalisation or for delivery is an estimate only and is not guaranteed. The processing times, requirements and fees of the FCDO, embassies, consulates and other authorities, and the performance of any postal or courier service, are outside our control and may change without notice. We will not be liable for any delay, change or failure arising from these matters, or for any loss resulting from them.

20. Notarial charges and expenses

- 20.1 Details of our charges are set out below. However, we always request sight of the documents where possible (together with any related instructions sent to you) before providing a specific quote.
- 20.2 Please note that if we 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.
- 20.3 Any quotation or fee estimate we provide is given in good faith on the basis of the information available to us at the time and, unless we state otherwise, is valid for 30 days. Variations in the number of documents, the number of certifications or signatories, the need for legalisation or translation, urgency, or other circumstances not previously notified to us may result in a change to the quotation.
- 20.4 Unless a quotation states that it is inclusive of VAT, our fees and charges are exclusive of VAT, which will be added at the applicable rate. All our charges are expressed, and are payable, in pounds sterling unless we agree otherwise in writing.
- 20.5 Charges:
- 20.5.1 if the matter is simple we 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. Our Notary's minimum notarial fee is £180 plus VAT for any work completed on private documents

and £220 plus VAT on any company / partnership documents plus disbursements.

20.5.2 for more complicated or time-consuming matters, the fee will be based on our Notary's hourly rate of £280 plus VAT and disbursements. We periodically review our Notary's hourly rate to reflect various factors including increases in overhead costs and inflation. If a review is carried out before your matter is concluded, then we will inform you of any change in our Notary's hourly rate.

20.5.3 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.

20.6 Disbursements

20.6.1 In the course of acting for you, we may need to incur various expenses, including UK Foreign, Commonwealth and Development Office's fees, consular/embassy fees, agents' fees, travel costs, mileage allowance in accordance with HMRC's prevailing rate, postage charges, couriers' charges, bank's charges and unusual stationery costs which will all be recharged to you.

20.6.2 Some disbursements are non-refundable to us once they have been incurred (for example, FCDO or apostille fees where a document is rejected). Where a disbursement is not refunded to us, it will not be refundable to you.

20.7 General points

20.7.1 Occasionally unforeseen or unusual issues arise during the course of the matter which may result in a revision of our 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. We will notify you of any changes in the fee estimate as soon as possible.

20.7.2 When you instruct us jointly with others, we are entitled to look at any one or more of you to pay the whole of the charges and disbursements that you jointly incur.

21. Payment

21.1 We will send you a bill for our charges and disbursements as a PDF attachment to an email.



- 21.2 In the event that you authorised our Notary to start working on your file and the matter in question becomes abortive, we reserve the right to charge an abortive fee for the notarial work in question in proportion to the work conducted prior to your termination of our services.
- 21.3 The notarial work conducted through our Notary and any other services we provide to you will be invoiced and payable to Art Notarial Services Limited.
- 21.4 When you instruct us, you are primarily responsible for payment of our charges and disbursements even if a third party has agreed or is required to pay all or part of them. If that third party delays or fails to pay, you must pay us and recover the relevant amount from the third party yourself; your responsibility to us is the same as if you had been required to pay us directly.
- 21.5 Payment can be made by bank transfer to our bank account (our bank account details can be found on our invoice). Due to increasing instances of fraud, before you transfer any monies to us you are encouraged to telephone us to confirm our bank details over the telephone. We will **not** notify you of any change to our bank account details by email. If you receive any communication suggesting that our bank details have changed, you should treat it as fraudulent and telephone us on a known number to verify the position before making any payment.
- 21.6 Our charges and disbursements are payable in advance and notarised documents **will not be released** until all charges and disbursements have been paid, in cleared funds, in full. Please note that all of our invoices are payable on receipt.
- 21.7 Should all or part of our fees and disbursements remain unpaid, we reserve the right to charge interest at the interest rate prescribed by the Late Payment of Commercial Debts (Interest) Act 1998. Where that Act does not apply (for example, where you are a consumer), we reserve the right instead to charge interest on any overdue amount at the rate of 4% per year above the Bank of England base rate from time to time, accruing on a daily basis from the date of the invoice until payment is received in full.

22. Lien

We may retain any documents or other property of yours that have properly come into our possession until all of our charges and disbursements have been paid in full.

23. Notarial Records

When carrying out work for you, our Notary is required to make an entry in a formal register, which is kept by us as a permanent record. We will also keep copies of correspondence, all document(s) including the notarised document(s) and proof of your identity.



24. Documents left in our possession

Where you ask us to retain original documents for you to arrange collection and collection does not take place within a reasonable time, we will send you at least one reminder by email or telephone. Unless otherwise agreed, we reserve the right to destroy, shred or otherwise securely dispose of any uncollected original documents after a period of six months.

25. Electronic Communication

- 25.1 We may communicate with you by email, unless you instruct us in writing not to do so. Please note that because of the nature of email, we cannot guarantee its confidentiality. If you use email to contact us or if you inform us of your email address, we will assume that you accept this risk and you impliedly allow us to communicate with you by email. We will not encrypt our outgoing emails, unless you tell us to do so, and we are able to agree and implement a mutually acceptable encryption method with you.
- 25.2 We accept no responsibility for viruses or anything similar in any emails or any attachments originating from us or our Notary. We also do not accept any responsibility for any changes to, or interception of, any email or any attachment after it leaves our information system.
- 25.3 We will have no liability to you on any basis for any loss arising from communication with you or any third party by electronic means where the principal basis of the claim is that the communication was sent electronically.

26. Data Protection

Our practice is registered with the Information Commissioner's Office with ICO registration number ZB674682. 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 a Notary Public.

27. Your data protection warranties and indemnity

- 27.1 Where you provide us with personal data relating to any other individual, you warrant that:
 - 27.1.1 you are authorised to share that personal data with us in connection with the Services;
 - 27.1.2 you have obtained the explicit and demonstrable consent of each relevant individual to the inclusion and use of their personal data in connection with the Services;

27.1.3 the personal data is accurate, complete and up to date; and

27.1.4 you have provided each such individual with a copy of, or access to, our data protection privacy notice.

27.2 You agree to indemnify us against any claims, losses, demands, actions, liabilities, fines, penalties, reasonable expenses, damages and settlement amounts (including reasonable legal fees and costs) that we incur arising out of or in connection with any breach by you of the warranties in this clause.

28. Use of Technology, Devices and Artificial Intelligence

28.1 To the extent that we use any automated decision-making technology, including artificial intelligence, in the course of our services, we do not rely upon the same without human intervention.

28.2 Before using any new technology including artificial intelligence, we carry out an appropriate risk assessment to ensure that your rights are not adversely affected by the same.

28.3 We may use secure, supervised artificial intelligence tools to support tasks such as document analysis and drafting. All outputs produced with the assistance of such tools are reviewed by our Notary before use, and we do not share confidential client data with any artificial intelligence system that we have not approved.

29. Insurance

In the interests of our clients, we maintain professional indemnity insurance that covers both our Notarial Services and our Non-Reserved Legal Services, with a limit of indemnity of £1,000,000 for any one claim and in the aggregate. In addition, our Notary benefits from fidelity cover under the Notaries Guarantee Scheme arranged through the Notaries Society.

30. Confidentiality

30.1 Your affairs will be dealt with in strict confidence.

30.2 We will not disclose confidential data relating to you or your affairs to third parties in breach of our professional obligations of confidentiality unless the disclosure is authorised by you, is a necessary part of the work that we are undertaking for you or is required under the provisions of any applicable law or court order.

30.3 Please note that the Faculty Office has rights of inspection to ensure good practice and conduct.



- 30.4 You agree that we may allow the Faculty Office, or any other official or regulatory body to which we are subject, to inspect the contents of your file and to access the personal data we hold about you, without notice to you.
- 30.5 The disclosure of information by us in good faith to any regulatory authority or Government agency (including, where required, the National Crime Agency) to comply with any statute, regulation or other requirement will not constitute a breach of confidentiality.
- 30.6 In addition, under the Notarial Practice Rules 2019, any person with sufficient interest may request and be supplied with a copy of any notarial act. The disclosure of a notarial act by us to such a person will not constitute a breach of confidentiality.
- 30.7 These obligations of confidentiality do not apply to any information which is or becomes generally available to the public other than as a result of a breach by us of this clause.
- 30.8 We may also disclose confidential information to our insurers, brokers or professional advisers, or to any other person from whom we need to seek advice or assistance in connection with your matter, in each case on a confidential basis.

31. Prevention of money laundering and terrorist financing

- 31.1 We may be required by statute 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.
- 31.2 We do not accept payments in cash. We may also be required to establish the source of any funds, and the source of your wealth, before or during a matter. You agree to provide promptly such information and supporting evidence as we may reasonably request for these purposes, and we may decline to act, or cease to act, where this is not provided.

32. Sanctions

- 32.1 We are required to ensure that we do not act for, or deal with the funds or property of, any person who is subject to financial sanctions. Before, and where appropriate during, a matter we carry out checks against the UK, EU and United States sanctions lists in respect of you and persons connected with your matter, to establish whether any of them is a designated person.



- 32.2 If you, or a close family member or close associate, are or become a designated person, or if a matter or transaction would breach financial sanctions, we may be unable to act or to continue acting, may be required to freeze any funds or property and to make a report to the relevant authority, and we may be unable to tell you that we have done so.

33. Liability

- 33.1 Each of the persons instructing us on a matter will be jointly and severally liable for the obligations imposed by these Terms.
- 33.2 Our liability to you, whether arising in contract, tort (including negligence), breach of statutory duty or otherwise, and including (without limitation) any liability for loss of property or any financial loss, damages, costs or interest, is limited to £1,000,000 for any one claim (or series of related claims arising from the same act, omission or transaction) and to £1,000,000 in the aggregate. This limit corresponds to the limit of indemnity under our professional indemnity insurance. Nothing in these Terms limits or excludes our liability for death or personal injury caused by our negligence, or for fraud or fraudulent misrepresentation.
- 33.3 If you commence proceedings against us for loss or damage and there is another party who is liable (or potentially liable) to you in respect of the same loss or damage, then our liability will be reduced by any amount which we would have been able to recover from the third party by indemnity or contribution or otherwise but cannot recover because of any indemnity, exclusion or other agreement made by you. You will (if we so request) in any event join them into the proceedings. This is subject to any legal prohibition against you joining them in any way.
- 33.4 We will not be liable for any loss, damage, costs or expenses of an indirect, consequential, special or exemplary nature, including (without limitation) any economic loss or other loss of turnover, profits, revenue, opportunities, business, contracts, anticipated savings or goodwill, whether arising in contract, tort (including negligence), breach of statutory duty or otherwise.
- 33.5 We will not be liable for any loss or damage arising from our reliance on any information provided by you, or from any inaccuracy, mistake or defect in any document supplied by you or on your behalf, or from your failure to supply any document or relevant information to us.
- 33.6 In engaging our services, you agree that any claim you make will be against Art Notarial Services Limited and not against our principal Notary, and that any limitation or

exclusion of our liability in these Terms applies only to the extent permitted by the Unfair Contract Terms Act 1977.

- 33.7 We will not be liable in relation to any losses or delays caused as a result of using the services of third parties.
- 33.8 Where we agree to send documents to third parties on your behalf, we will use either first class, special or recorded post or an international courier as may be agreed with you. We cannot be liable for any delay or the failure to deliver or mis-delivery by any postal service or courier. We cannot pursue postal or courier services for delayed delivery.
- 33.9 Except where you are dealing with us as a consumer, you agree to indemnify us against any losses, legal costs, claims, proceedings, actions, damages or liabilities that we incur as a consequence of our reliance on any statement, communication or document made, sent or provided to us by you or on your behalf.

34. Termination

- 34.1 You may terminate your instructions to us at any time by giving us reasonable written notice. All fees and disbursements incurred up to the date of termination will be charged.
- 34.2 We reserve the right to terminate our engagement with you if we have good reason to do so, for example, if you do not pay a bill or comply with our request for a payment on account, you fail to give us the cooperation which we are reasonably entitled to expect, or we have reasonable cause to believe that you, or a close family member or close associate, are a designated person for the purposes of sanctions legislation.
- 34.3 Consumer Cooling Off Cancellation Period – Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 (“CCR”):
 - 34.3.1 where the CCR apply (typically where you are an individual consumer and our contract with you was concluded either at or following a meeting with you off premises or by a form of distance communication) you have a cancellation period of 14 days after the date you sign our retainer letter or the date on which you continue to give us instructions, whichever is earlier, unless you have asked us to start working during the cancellation period.
 - 34.3.2 to exercise your right to cancel, you must inform us of your decision to cancel by a clear statement (e.g. a letter sent by post or email) or you can use the cancellation form template attached to these Terms at Appendix 1. To meet the cancellation deadline, it is sufficient for you to send your communication

concerning the exercise of the right to cancel before the cancellation period ends.

- 34.3.3 if you exercise your right to cancel within the cancellation period and you have not asked us to start work during the cancellation period, we will reimburse you all payments received from you, without undue delay, and no later than 14 days after the day on which you informed us of your decision to cancel the contract. 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.
- 34.3.4 if you ask us to begin work during the cancellation period, you will not lose your right to cancel during the cancellation period. However, if you do cancel during the cancellation period then you must pay us an amount in proportion to the work which we have performed, and this proportion will not be reimbursed to you.
- 34.3.5 you will, however, lose the right to cancel and will have to pay in full once the contract has been fully performed (i.e. we complete the work) even if this happens within the cancellation period.

35. Your consumer rights

- 35.1 If you are dealing with us as a consumer, the following is a summary of your key legal rights. These rights are subject to certain exceptions; for more detailed information please visit the Citizens Advice website at www.citizensadvice.org.uk.
 - 35.1.1 you can ask us to repeat or to put right a service that is not carried out with reasonable care and skill, or to receive some money back if we are unable to put it right;
 - 35.1.2 if a price has not been agreed in advance, the amount you are asked to pay must be reasonable; and
 - 35.1.3 if a time has not been agreed in advance, the Services must be carried out within a reasonable time.

36. Complaints

- 36.1 Our notarial practice is regulated through the Faculty Office of the Archbishop of Canterbury:

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is the trading name of Art Notarial Services Limited
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Email: tom@tomginotary.co.uk
www.tomginotary.co.uk

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Tom Ginot

Notary Public

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

Telephone: 020 7222 5381
Email: Faculty.office@1thesanctuary.com
Website: www.facultyoffice.org.uk

- 36.2 If you are dissatisfied with the service you have received, please do not hesitate to contact us in the first instance.
- 36.3 If we are unable to resolve the matter you may then complain to the Notaries Society of which our Notary is 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.
- 36.4 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

If you have any difficulty in making a complaint in writing, please do not hesitate to call the Notaries Society for assistance.

- 36.5 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 us that you were dissatisfied, make your complaint to the Legal Ombudsman, if you are not happy with the result. Please note that the Legal Ombudsman's service is not available to all clients; in particular, larger businesses and certain other organisations may not be eligible to use it:

Legal Ombudsman
P O Box 6806
Wolverhampton
WV1 9WJ

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Telephone: 0300 555 0333
Email: enquiries@legalombudsman.org.uk
Website: www.legalombudsman.org.uk

36.6 If you decide to make a complaint to the Legal Ombudsman, you must refer your matter to the Legal Ombudsman: -

36.6.1 within one year from the act/omission; or

36.6.2 within one year from when you should reasonably have known there was cause for complaint.

37. Conflicts of interest and impartiality

37.1 As a public officer, our Notary owes overriding duties of independence and impartiality. Where we also provide Non-Reserved Legal Services to you, we will not act as both your notary and your legal adviser in the same transaction where to do so could compromise, or appear to compromise, the impartiality required of a notarial act.

37.2 We carry out conflict checks before accepting instructions. Where a conflict of interest arises, or our independence or impartiality could reasonably be questioned, we may decline to act, cease to act, or recommend that you obtain independent legal advice.

38. General provisions

38.1 **Equality and diversity.** We are committed to promoting equality and diversity in all of our dealings with clients and third parties.

38.2 **Third party rights.** No third party is intended to have any rights to enforce or rely on these Terms under the Contracts (Rights of Third Parties) Act 1999.

38.3 **Force majeure.** We will not be in breach of these Terms, and the performance of our obligations will be suspended, to the extent that we are prevented or delayed from performing them by any event or circumstance beyond our reasonable control. We will notify you as soon as reasonably practicable and will resume performance as soon as the relevant event or circumstance allows.

38.4 **Assignment.** We may assign, transfer or novate the benefit and burden of these Terms to any person, partnership or company that carries on our practice in succession to us, and you agree to accept performance by that successor in place of us. You may not assign or transfer your rights or obligations under these Terms without our prior written consent.

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- 38.5 **Severability.** If any provision of these Terms is found by any court or other authority of competent jurisdiction to be invalid, unlawful or unenforceable, that provision will, to the extent required, be deemed severed from the remainder of these Terms, which will continue in full force and effect.
- 38.6 **Reminders.** We are not responsible, after completion of a matter or once your file has been closed, for reminding you of any future date, event, deadline or other circumstance, whatever its relevance. Once we have completed the Services, we are under no obligation to revisit or update our work, or to advise you of any later change in the law or other development that may affect a matter on which we have acted.
- 38.7 **Entire agreement.** These Terms, together with any written quotation, estimate or engagement we have agreed with you, constitute the entire agreement between you and us and supersede any previous agreement, arrangement or understanding between us relating to their subject matter. Except where you are dealing with us as a consumer, you agree that you have not relied on, and will have no remedy in respect of, any statement, representation, assurance or warranty that is not set out in these Terms; nothing in this clause limits or excludes any liability for fraud or fraudulent misrepresentation.
- 38.8 **Variation.** Any variation to these Terms must be agreed in writing. However, we may update these Terms from time to time by giving you written notice where this is necessary to reflect changes in our legal, regulatory or professional conduct obligations.
- 38.9 **Notices.** Any notice given under these Terms must be in writing and addressed to the other party at, in our case, our address set out in these Terms and, in your case, the address you have most recently given us. A notice may be delivered personally, sent by pre-paid first class post or courier, or sent by email, and will be deemed received: if delivered personally, when left at the address; if posted, at 9.00 am on the second working day after posting; if sent by courier, when a delivery receipt is signed; and if sent by email, at the time of transmission. This clause does not apply to the service of any documents in legal proceedings.
- 38.10 **No waiver.** If we delay in enforcing, or do not enforce, any of our rights under these Terms, that will not be a waiver of those rights and will not prevent us from enforcing them at a later date.
- 38.11 **Interpretation.** In these Terms, unless the context requires otherwise:
- 38.11.1a reference to the singular includes the plural and vice versa;



Tom Ginot
Notary Public

38.11.2 the words “including”, “include” and similar expressions are not words of limitation;

38.11.3 a reference to any legislation, or to any regulatory or professional conduct rule, includes any amended or replacement version of it; and

38.11.4 headings are for convenience only and do not affect the interpretation of these Terms.

38.12 **Law and jurisdiction.** These Terms are governed by the law of England and Wales and any dispute or legal issue arising from these Terms will be considered exclusively by the courts of England and Wales.

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APPENDIX 1

If you have a right to cancel under The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 ("Cancellation Regulations") you may use this form which is as set out in Part B of Schedule 3 of the Cancellation Regulations to cancel your contract with us within the applicable cancellation period.

Model cancellation form

To: Art Notarial Services Limited (t/a Tom Ginot Notary Public)

Post: 37-41 Bedford Row, London, WC1R 4JH

Email: tom@tomginotary.co.uk

I/We [*] hereby give notice that I/We [*] cancel my/our [*] contract of sale of the following goods [*]/for the supply of the following service [*],

Ordered on [*/received on

[*], Name of consumer(s),

Address of consumer(s),

Signature of consumer(s) (only if this form is notified on paper),

Date:

[*] Delete as appropriate

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SCHEDULE 1

NON-RESERVED LEGAL SERVICES

1. Application

- 1.1 This Schedule applies to the non-reserved legal services described below (our “**Non-Reserved Legal Services**”). It supplements, and is to be read together with, the remainder of our Terms of Business.
- 1.2 Except as otherwise stated in this Schedule, all of the provisions of our Terms of Business apply to the Non-Reserved Legal Services, including (without limitation) those relating to identification, politically exposed persons, the prevention of money laundering, our charges and expenses, payment, confidentiality, data protection, electronic communication, insurance, liability, termination, complaints, force majeure, assignment and governing law.

2. Regulatory status of the Non-Reserved Legal Services

- 2.1 Our principal, Tom Ginot, is a notary public regulated by the Faculty Office of the Archbishop of Canterbury and is also a solicitor of the Senior Courts of England and Wales.
- 2.2 The Non-Reserved Legal Services are non-reserved legal activities for the purposes of the Legal Services Act 2007. We provide them through our notarial practice and they are subject to the regulation of the Faculty Office.
- 2.3 The Non-Reserved Legal Services are **not** regulated by the SRA. Although Tom Ginot holds a current practising certificate as a solicitor, he does not provide the Non-Reserved Legal Services through an SRA-authorized body, and the protections available to clients of SRA-regulated firms (including the SRA Compensation Fund and the SRA’s complaints and redress arrangements) do not apply to the Non-Reserved Legal Services.
- 2.4 If you are dissatisfied with any of the Non-Reserved Legal Services, the complaints procedure in clause 36 of our Terms of Business applies, including (where eligible) your ability to refer the matter to the Notaries Society and, ultimately, the Legal Ombudsman.

3. Scope of the Non-Reserved Legal Services

- 3.1 Our Non-Reserved Legal Services may include (amongst other things):
 - 3.1.1 drafting corporate approvals, resolutions and ancillary documents;

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- 3.1.2 drafting and reviewing corporate contracts and constitutional documents, including articles of association and shareholders' agreements;
 - 3.1.3 supporting basic corporate restructuring, including share transfers, share buybacks and share issues;
 - 3.1.4 providing corporate secretarial services; and
 - 3.1.5 providing legal consultancy and representation in non-contentious matters and transactions, including advising you and liaising or dealing on your behalf with other lawyers, professionals and counterparties.
- 3.2 The scope of the Non-Reserved Legal Services on any matter is as agreed with you for that matter. Unless we expressly agree otherwise in writing, the Non-Reserved Legal Services do not include:
- 3.2.1 advice on the law of any jurisdiction other than England and Wales;
 - 3.2.2 tax advice or advice on the tax implications of any matter or transaction;
 - 3.2.3 advice on investments or other regulated financial services;
 - 3.2.4 audit, accountancy or valuation services; or
 - 3.2.5 the conduct of litigation, advocacy, the exercise of any right of audience, or any other reserved legal activity for which we are not authorised.

4. Anti-money laundering and client due diligence

- 4.1 Depending on their nature, some of the Non-Reserved Legal Services may fall within the scope of the Money Laundering, Terrorist Financing and Transfer of Funds (Information on the Payer) Regulations 2017 (the "**Money Laundering Regulations**").
- 4.2 Where they do, we are required by law and by professional rules to identify and verify the identity of every client (and, where relevant, others connected with a matter) and to retain records showing that we have done so. The identification and related requirements in clauses 12 and 13 apply to the Non-Reserved Legal Services.
- 4.3 Where we act for a company or other entity, our client due diligence will also require us to verify the identity of that entity, to understand and verify its ownership and control structure and its beneficial owners, and to check its details at Companies House or another relevant registry, including details of its directors and shareholders. You agree to provide such information and documents as we reasonably require for this purpose and to keep them up to date.



- 4.4 Where the information you provide does not match the information held on the Companies House register of people with significant control, we are required to report the discrepancy to Companies House.
- 4.5 We are required to carry out ongoing monitoring of our business relationship with you and, in accordance with clause 31, to establish the source of funds and, where appropriate, the source of wealth. We do not accept payments in cash.
- 4.6 If we know or suspect, or have reasonable grounds to know or suspect, that a matter or transaction may involve money laundering or terrorist financing, we may be required to make a disclosure to the National Crime Agency. The consequences of any such disclosure are as set out in clause 31, including that we may be unable to tell you that a disclosure has been made, may have to stop work for a period and may be unable to tell you why.
- 4.7 We are required to keep the records obtained for client due diligence for at least five years from the end of our business relationship with you or the completion of the relevant matter. If you do not provide the due diligence information and evidence we reasonably require, we may be unable to act for you, to receive money from you, or to make any payment to you or to a third party on your behalf.

5. Financial services

- 5.1 We are not authorised by the Financial Conduct Authority. We do not provide advice on investments or other regulated financial services. If, while we are acting for you, you require such advice, we will refer you to a person who is appropriately authorised to provide it.

6. Conflicts of interest and impartiality

- 6.1 As a public officer, our Notary owes overriding duties of independence and impartiality. We will not act as both your notary and your legal adviser in the same transaction where to do so could compromise, or appear to compromise, the impartiality required of a notarial act.
- 6.2 We carry out conflict checks before accepting instructions. Where a conflict of interest arises, or our independence or impartiality could reasonably be questioned, we may decline to act, cease to act, or recommend that you obtain independent legal advice.

7. Fees for the Non-Reserved Legal Services

- 7.1 Unless we agree a fixed fee with you in writing, the Non-Reserved Legal Services are charged on a time-spent basis at our Notary's hourly rate referred to in clause 20 of our Terms of Business, plus VAT and disbursements. Where possible, we will provide



Tom Ginot
Notary Public

an estimate before commencing work and will update it if the scope of the work or the circumstances change.

8. Professional indemnity insurance

- 8.1 We maintain professional indemnity insurance which covers our Non-Reserved Legal Services. Details of our insurer and of the territorial coverage of the insurance are available from us on request.

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