



Edition date: April 2024

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 and 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.

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.
- 2.2 Our Notary and our notarial practice are regulated through the Faculty Office of the Archbishop of Canterbury:

The Faculty Office

Tom Ginot Notary Public
is the trading name of Art Notarial Services Limited
Registered in England and Wales with Company No. 15559305
37-41 Bedford Row, London, WC1R 4JH
Tel: +44 (0) 77 636 90 626
Email: tom@tomginotary.co.uk
www.tomginotary.co.uk

Regulated through the Faculty Office of the Archbishop of Canterbury.



Tom Ginot
Notary Public

1, The Sanctuary Westminster
London
SW1P 3JT
Telephone: 020 7222 5381
Email: Faculty.office@1thesanctuary.com
Website: www.facultyoffice.org.uk

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

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);

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- 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.

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;
- 5.1.2 provide us with all information and documents of which you are aware, and which relate to your instruction;
- 5.1.3 keep us informed in sufficient time of all relevant deadlines; and
- 5.1.4 provide us with cleared funds when required for payment of our fees and disbursements.

6. Our notarial work for you

- 6.1 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

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requirements of the recipient country from external advisors or other professionals instructed by you directly or to whom you direct us.

- 6.2 Although our Notary may be able to provide general guidance on likely requirements for the authentication of your document(s), he 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.
- 6.3 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.
- 6.4 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).
- 6.5 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.

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 clause 18.

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- 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.

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. Papers to be sent to us in advance

- 10.1 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:

10.1.1 the documents to be notarised;

10.1.2 any letter or other form of instruction which you have received about what has to be done with the documents; and

10.1.3 your evidence of identification

11. Identification

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

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

11.1.2 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.

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- 11.2 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.
- 11.3 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.

12. Politically exposed persons

- 12.1 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.
- 12.2 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.
- 12.3 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.

13. Proof of names

- 13.1 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

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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.

- 13.2 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.

14. Written Translations

- 14.1 It is essential that you understand what you are signing.
- 14.2 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.
- 14.3 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.”*

15. 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.

16. Companies, Partnerships etc.

- 16.1 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.
- 16.2 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.
- 16.3 In each case, we will need to see:

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- 16.3.1 evidence of identity of the authorised signatory (as listed above);
 - 16.3.2 a copy of the current letterhead (showing the registered office if it is a company); and
 - 16.3.3 a Letter of Authority, Board Minutes, Resolution or Power of Attorney, authorising you to sign the document on behalf of the company, Partnership etc.
- 16.4 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.
- 16.5 In respect of partnerships, clubs, etc, we will require the Partnership Agreement (if any); or relevant Trust Deed; or Charter; or Constitution/Rules.

17. Legalisation

- 17.1 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 legislation is required through the relevant embassy or consulate.
- 17.2 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.

18. Notarial charges and expenses

- 18.1 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.
- 18.2 Please note that if we have to make payments on your behalf such as legalisation fees, translator

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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.

18.3 Charges:

18.3.1 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 for any work complete on private documents and £220 on any company / partnership documents plus disbursements.

18.3.2 for more complicated or time-consuming matters, the fee will be based on our Notary's hourly rate of £280 plus 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.

18.3.3 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.

18.3.4 please note that we do not charge VAT.

18.4 Disbursements

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.

18.5 General points

18.5.1 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

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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.

18.5.2 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.

19. Payment

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

19.2 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.

19.3 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.

19.4 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.

19.5 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.

19.6 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.

20. Notarial Records

When our Notary carry out the work for you, he 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.

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21. Electronic Communication

- 21.1 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.
- 21.2 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.

22. 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.

23. Insurance

In the interests of our clients, we maintain professional indemnity insurance at a level of £1,000,000.00 per claim.

24. Confidentiality

- 24.1 Your affairs will be dealt with in strict confidence.
- 24.2 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.
- 24.3 Please note that the Faculty Office has rights of inspection to ensure good practice and

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conduct.

- 24.4 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.
- 24.5 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.

25. Prevention of money laundering and terrorist financing

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.

26. Liability

- 26.1 Each of the persons instructing us on a matter will be jointly and severally liable for the obligations imposed by these Terms.
- 26.2 Our liability to you on any basis (including, but not limited to, loss of property or any financial loss or liability (including, but not limited to, damages, costs and interest)) to you or other parties, whether in contract, tort (including negligence) or otherwise, is (except in relation to personal injury or death) in relation to a particular matter or transaction is limited to £1,000,000.
- 26.3 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.

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- 26.4 We 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.
- 26.5 In engaging our services, you agree that if you make a claim, it will be against Art Notarial Services Limited and not our principal Notary and that all liability to you in respect of any claim whatsoever is limited to one million pounds in respect of any one claim or series of claims (save in the case of fraud where no such limit shall apply) and then only to the extent permitted by the Unfair Contract Terms Act 1977.
- 26.6 We will not be liable in relation to any losses or delays caused as a result of using the services of third parties.
- 26.7 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.

27. Termination / Your Right to Cancel

- 27.1 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.
- 27.2 Consumer Cooling Off Cancellation Period – Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 (“CCR”):
- 27.2.1 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.
- 27.2.2 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

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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.

- 27.2.3 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.
- 27.2.4 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.
- 27.2.5 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.

28. Termination by us

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 or you fail to give us the cooperation which we are reasonably entitled to expect.

29. Complaints

- 29.1 Our notarial practice is regulated through the Faculty Office of the Archbishop of Canterbury:
The Faculty Office
1, The Sanctuary Westminster
London
SW1P 3JT

Telephone: 020 7222 5381

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29.2 If you are dissatisfied with the service you have received, please do not hesitate to contact us in the first instance.

29.3 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.

29.4 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.

29.5 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:

Legal Ombudsman

P O Box 6806

Wolverhampton

WV1 9WJ

Telephone: 0300 555 0333

Email: enquiries@legalombudsman.org.uk

Website: www.legalombudsman.org.uk

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

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29.6.1 within one year from the act/omission; or

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

30. Equality and Diversity

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

31. Contract (Rights of Third Parties) Act 1999

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.

32. 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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is the trading name of Art Notarial Services Limited

Registered in England and Wales with Company No. 15559305

37-41 Bedford Row, London, WC1R 4JH

Tel: +44 (0) 77 636 90 626

Email: tom@tomginotary.co.uk

www.tomginotary.co.uk

Regulated through the Faculty Office of the Archbishop of Canterbury.



Tom Ginot
Notary Public

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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