

## **Kevin John Beach**

*Notary Public for England & Wales*

**Alwyn, Bexhill Road, Ninfield, Battle, East Sussex TN33 9EE United Kingdom**

**Telephone 01424 539 003.**

**Email: kevin@notary.pub**

### **TERMS AND CONDITIONS OF BUSINESS**

- 1) This page sets out my terms and conditions for acting for you as a Notary Public. They will form part of my contract with you
- 2) Please read my website [www.notary.pub](http://www.notary.pub), which contains other information that will also form part of my contract with you. By instructing me you will be accepting all these Terms and Conditions including the information on the website.

#### Instructions

- 3) When you ask me to notarise any document(s) for you, I will listen to what you ask me to do for you. If I ask you for more details, I need you to supply them quickly and clearly, so that I can do what you require. Transparency is essential, to make sure that I can give you the best advice as early as possible. Please do not feel irritated if I seem to be interrogating you about the details. I shall be doing it because my training and experience have taught me that, if relevant facts are omitted, your transaction might be delayed or go wrong.
- 4) As a Notary, I have a legal duty to be satisfied that clients understand what is involved in the paperwork, and what its effect and implications are. I may have to decline to act if a client seems unsure or does not want me to make all the necessary enquiries.
- 5) To save time and expense, I need to see copies of all the documents to be notarised well before our meeting. I shall ask you to e-mail copies to me, so that I can advise you what needs to be done, how long it will take and how much it will cost. Any instructions or requirements sent to you by your foreign lawyers or agents should be sent to me at the same time.
- 6) If you are instructing me jointly with somebody else, you and they will be jointly and individually responsible for the commitments imposed by these terms and conditions and the Incorporated documents.

#### Companies

- 7) If you are signing the document in your capacity as a director or as company secretary of a company, I will require evidence of your permission to represent the company. This can be done either by my undertaking a company search (for which you will be charged any Companies House fees) or by you providing a copy of the company's statutory books and a copy of the latest filed annual return.
- 8) If you are representing a company but are not one of its directors, you should also bring with you the company's written authorisation, signed by a director, for you to give instructions on the company's behalf.
- 9) I may at any time require you or any other appropriate directors or shareholders to sign a personal guarantee to pay all my fees and disbursements if I have reason to think the company may fail to pay by the due date.

#### Appointments and meetings

- 10) I work from my home. I meet clients either at my address or at theirs by appointment only. If a larger venue is necessary, I shall arrange it with you at the time. I generally fix appointments in normal office hours but can occasionally arrange urgent work out of hours or at weekends, although I may charge more for it.

#### Identity

- 11) At our first meeting please produce a current passport to confirm your identity as well as evidence of your residential address (a utility bill or bank statement no more than three months old will serve for this purpose). I shall need to keep copies of them for my records. It would save some time at our meeting if you could bring colour copies of your ID documents with you. For me to keep. Otherwise, I can make copies while you wait.

#### Translations

- 12) If the document is not in English and neither you nor I understand it, I will need to obtain a translation that will be sufficient to explain the nature and effect of what you are signing. This may include cases where the document is already in two languages unless I can be sure that one is an accurate reflection of the other. I will discuss likely fees with you for this in advance.

#### E-mail Correspondence

- 13) I use e-mail wherever possible. If you have provided me with an e-mail address, e.g., by sending an e-mail, I will assume that I may use that address for the sending of unencrypted, sensitive or confidential correspondence or documents to you. I may also send unencrypted, sensitive or confidential information to other persons involved, unless specifically requested by them or you not to do so. All e-mails sent by me and attachments to them should be scanned for viruses by the recipient.

#### Time Scale for the work

- 14) Meetings usually take from 30 minutes to one hour. How long the whole matter will take from start to finish will depend on several things, including:
- a) The general requirements of the notarisation and of the receiving country.
  - b) Whether any documents must be translated into English first.
  - c) Whether there are any additional documents from third parties.
  - d) Whether any document must be changed, to ensure it complies with English law as well as the law of the receiving country.
  - e) Whether I need to draft any additional documents.
  - f) In the case of confirming education qualifications, their verification with the institution concerned - this can take a few hours to, sometimes, several weeks.
  - g) Whether I need to liaise with your overseas lawyers or other advisors.

#### Termination of instructions or retainer

- 15) You may terminate your instructions to me at any time, in which case I will charge you for work I have already done, based on my hourly rate.
- 16) If payment is not made for an invoice or on account as requested, or in the event of your insolvency or if a conflict of interest becomes apparent or if you fail to instruct me properly, I may decline to act any further on your behalf.

#### Money Laundering Compliance

- 17) The law requires me to have money laundering precautions and reporting procedures in place. If I ever suspect money laundering, I am legally bound to inform the appropriate authorities, often without informing you in advance.

#### Confidentiality

- 18) I attach great importance to dealing with your affairs in strict confidence. However, the professional body regulating Notarial practice has rights of inspection to ensure good practice and conduct. Also, by the notarial practice rules any person with sufficient interest may request and be supplied with a copy of any notarial act.

#### Data Protection

(See also the "Privacy Notice" page on this website)

- 19) The law requires me to keep a copy of all documents I notarise. I also maintain records of names and addresses of my clients as well as fees charged and details of the notarial act, but this information is maintained by me and is not passed to any third party.
- 20) I will store this personal information for up to 12 years. I am required to keep indefinitely copies of acts in Public Form, otherwise known as Authentic Acts.
- 21) I will supply a copy of any document I notarise to any third party who has a legitimate interest in receiving it.
- 22) Where you have asked me to confirm your ID to a third party by certifying copies of your ID documents, I will verify my certification to any third party to whom the certified documents have been or appear to have been produced.
- 23) On my death or on my ceasing to practice, all my notarial records will be passed to a successor notary.
- 24) I am required to comply with the Data Protection Act 2018 and the General Data Protection Regulations, and I am registered with the Information Commissioner's Office. I am also required to maintain personal data for regulatory and insurance purposes for a period after conclusion of provision of services to you. Some clients' files (and personal data therein) may occasionally be made available on a confidential basis to an external quality assessor or auditor. I reserve the right to carry out such credit or other searches in respect of you as considered appropriate.

#### Professional Indemnity and Limitations on Liability

- 25) So far as the general law permits it, my liability to you is limited as follows.
- 26) I shall have no liability for loss (including, but not limited to, damages, costs and interest) to you or other parties, whether in contract, tort (including negligence) or otherwise beyond the amount of my professional indemnity insurance cover from time to time. The present cover is £1,000,000.
- 27) The amount of any liability is to be reduced so far as may be appropriate to take account of the degree of responsibility of any other professional or other advisers whom you have consulted in relation to the matter as if I had successfully claimed contribution from them under the Civil Liability (Contribution) Act 1978, paying no regard for any limitation agreed between you and such advisor, and assuming they had the resources to meet the same, provided however that I shall not be obliged to make or pursue any such claim for contribution.

- 28) No liability whatsoever will be accepted by me in relation to any loss, damage or liability whatsoever caused directly or indirectly to any party other than the person/organisation for whom I have agreed to act in connection with the relevant matter.
- 29) No third party shall have any right to enforce any contract by me to provide advice or services or to rely upon any advice given or opinion expressed by or on behalf of me. The application of any legislation conferring on third parties contractual or other rights, including the Contract (Rights of Third Parties Act) 1999 shall be excluded insofar as permitted by law.
- 30) In any event, no liability whatsoever will be accepted on my part where such liability either arises from any instructions or information given by you or by any third party being incomplete, inaccurate or incorrect; or where such liability is for any indirect, economic or consequential loss or damage, costs, expenses or other claims for consequential compensation whatsoever or howsoever caused which arise out of or in connection with the services provided by me or for loss of profit, loss of business, loss of data, depletion of goodwill or loss occurring in the normal course of business or otherwise.
- 31) All searches of the Register of Companies carried out by me are done through the Companies House on-line service. To the extent that the Registrar or other provider does not accept responsibility for any inaccuracies or omissions arising from use of the on-line services, I accept no responsibility or liability arising from reliance upon the results of such searches, if they should subsequently be found to be inaccurate or incomplete.
- 32) Where I agree to send documents on to third parties on your behalf, I will use either first class or special delivery post. If I consider it necessary, I shall use a commercial courier, depending on the value of the documents and their country of destination. I am not liable for any mis-delivery of documents due to the failure to deliver of any postal service or courier company.
- 33) No liability will be accepted for any claim first brought outside the United Kingdom
- 34) These limitations will apply notwithstanding any express or implied term of business or any collateral agreement or warranty, whether express or implied.
- 35) Force Majeure
- 36) I will not be liable for any loss or damage arising as a direct or indirect result of the supply of services being prevented, hindered, delayed or rendered uneconomic by reason of circumstances beyond my control, including but not limited to Act of God, war, riot, strike, lock out, trade dispute or labour disturbance, accident, breakdown of machinery, fire, flood, storm or difficulty or increased expense in obtaining information or services of any description
- 37) Governing Law and Jurisdiction
- 38) The terms and conditions of our arrangement and the provision of these Terms of Business shall be governed by English law shall be subject to the exclusive jurisdiction of the English courts in the case of any dispute. If any provision of these terms is held by any court or other competent authority to be void or unenforceable in whole or part, these terms shall continue to be valid as to the other provisions thereof and the remainder of the affected provision.

## Statement of Required Information

My 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

Email [Faculty.office@1thesanctuary.com](mailto:Faculty.office@1thesanctuary.com)  
Website [www.facultyoffice.org.uk](http://www.facultyoffice.org.uk)

If you are dissatisfied about the service you have received please do not hesitate to contact me.

If we are unable to resolve the matter you may then complain to the Notaries Society of which I am 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.

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  
PO Box 1023  
Ipswich IP1 9XB

Email [secretary@thenotariessociety.org.uk](mailto:secretary@thenotariessociety.org.uk)

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

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 8 weeks from the date you first notified me that you were dissatisfied, make your complaint to the Legal Ombudsman, if you are not happy with the result :

Legal Ombudsman  
PO Box 6167  
Slough SL1 0EH  
Tel : 0300 555 0333  
Email : [enquiries@legalombudsman.org.uk](mailto:enquiries@legalombudsman.org.uk)  
Website : [www.legalombudsman.org.uk](http://www.legalombudsman.org.uk)

If you decide to make a complaint to the Legal Ombudsman, you must refer your matter to the Legal Ombudsman within one year from the act/omission or within one year from when you should reasonably have known there was cause for complaint.