

**NEIL R. BURTON
Notary Public**

**Botanic House
100 Hills Road
Cambridge
CB2 1PH**

Tel: 01223 222455

TERMS & CONDITIONS

- 1 **HOURS OF BUSINESS:** My office hours are 09:30 to 16:30 from Monday to Friday. In appropriate cases I can arrange to see you outside my usual office hours, or away from the office. In such cases I would charge a reasonable fee for travelling time plus the cost of my travel.
- 2 **RESPONSIBILITY:** A Notary's first duty is to the transaction as a whole. Notarial acts are relied upon by clients, third parties and foreign governments and officials worldwide. Unless otherwise agreed in writing, a Notary's responsibility is limited to the Notarial formalities and does not extend to advice on or drafting of documentation or in relation to legal input on the matter under consideration. I do not give foreign law advice.
- 3 **FEES:** You will be provided with an estimate of notarised fees before I commence work.
- 4 **PAYMENT:** My charges are normally payable on presentation (usually at the meeting) by debit card or by immediate BACS transfer. Notarised documents will not normally be released until all fees and disbursements have been paid in full.
- 5 **DOCUMENTATION TO BE PREPARED:** I may need more than one appointment to finalise the matter, particularly if it is necessary for me to prepare all or some of the documentation.
- 6 **PROOF OF IDENTITY:** Identification of individuals and proof of residential address is required. This is usually by way of a current passport, photo card driving licence or national identity card and a recent (in the last 3 months) original gas, electricity or other bill or bank statement. Exceptionally, other proof may be acceptable.
- If you act on behalf of a company, I will need to establish that it exists and that the signatory has authority to represent it. I generally conduct my own checks at the Companies House. In some cases I may ask you to produce a certificate of incorporation, good standing certificate or other similar evidence.
- 7 **WRITTEN TRANSLATION:** In cases where I do not have knowledge of the language in which the document is written, official translations may be required before and/or after execution of the documentation.
- 8 **LIABILITY:** I carry professional indemnity liability cover which is at least the minimum level of cover specified by the Master of the Faculties (currently £1,000,000). I therefore limit the level of my liability to you to £1,000,000 unless you are injured or die as a result of my negligence, in which case my liability is without limit.
- 9 **COMPLAINTS:** I aim to provide all clients with an efficient and high standard of service. However, in the unlikely event that you should wish to complain, then you should follow the complaints procedure as set out below. Notaries are regulated by the Faculty Office of the Archbishop of Canterbury: The Faculty Office, 1, The Sanctuary, Westminster, London SW1 3JT, Telephone: 020 7222 5381, Email: faculty.office@1thesanctuary.com, Website: www.facultyoffice.org.uk
- If you are dissatisfied about the service you have received, please do not hesitate to contact me. If I am unable to resolve the matter then you may 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, Old Church Chambers, 23 Sandhill Road, St James, Northampton NN5 5LH, Email: secretary@thenotariessociety.org.uk, Tel: 01604 758908.

If you have any difficulty 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 eight 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, P.O. Box 6806, Wolverhampton, WV1 9WJ, Tel: 0300 555 0333, Email: enquiries@legalombudsman.org.uk, Website: 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 six months from the conclusion of the complaint process.

* certain kinds of commercial entities are not eligible to make a complaint to the Legal Ombudsman – please refer to the Legal Ombudsman Scheme Rules or consult the Faculty Office.

10 **RECORDS:** At the end of the matter, a formal entry of the main details of your transaction together with copies of the notarised document may be kept. In particular, when notaries are requested to certify documents such a public deeds, the above details will also be kept in their notarial protocols.

11 **DATA PROTECTION:** I use the information you provide primarily for the provision of my

services to you and for related purposes including: updating and enhancing client records, analysis to help us manage our practice, statutory returns, legal and regulatory compliance.

12 **MONEY LAUNDERING:** Notaries are obliged under the Money Laundering Legislation to take measures to protect against fraud and forgery. To ensure that I comply with this you acknowledge and agree that. I may make all such enquiries as I deem necessary or appropriate in order to comply with my duty, and you will provide me with such documents and information as I may request. Your failure to do so will entitle us to terminate my engagement and cease acting for you forthwith.

13 **LEGALISATION SERVICES:** Please note that these terms apply to the provision of notarising services only which I provide in my own capacity. Legalisation services (e.g. Foreign and Commonwealth Office and/or an Embassy, couriers) may be provided by Mills & Reeve LLP and will be subject to their specific terms and conditions (link below or please ask for a hard copy if you would prefer).
[http://www.millsreeve.com/files/Uploads/Documents/Terms_of_engagement Mills & Reeve.pdf](http://www.millsreeve.com/files/Uploads/Documents/Terms_of_engagement_Mills_&_Reeve.pdf)

14 **EQUALITY AND DIVERSITY:** I am committed to promoting equality and diversity in all of my dealings with clients and third parties.

15 **THE RELEVANT LAW:** The law which governs my contract with you is English law and it is agreed that any dispute relating to my services shall be resolved by the English courts.