

## **KPL Notary Public**

### **Terms of Business**

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#### **1. Instructions for Notary Services**

Clients are asked to supply clear instructions, including all relevant background information, at the outset and as the matter continues. Company clients should nominate one individual who is authorised to give instructions on the company's behalf in relation to each matter.

#### **2. Basis of Charging for notarial services**

Our standard cost rate is £200 per hour (£150 minimum fee).

Fees are assessed mainly by reference to the time spent on the matter, on the basis of an hourly charging rate. Details of the hourly rates applicable to any particular matter are available on request. Rates are reviewed from time to time.

In accordance with Notarial practice guidelines, (which stipulate that fees should be fair and reasonable having regard to all the circumstances of the case), our fees may also include an additional element reflecting other factors including value, importance, speed, complexity or special skills.

If instructions are terminated for any reason, a charge will be made for all work carried out to date calculated using standard hourly rate. Separate charges are made for any disbursements or expenses incurred on behalf of clients.

Costs include preparatory and drafting work, correspondence and attendance. The Notarial practice is registered for Value Added Tax. VAT number 250 1764 29.

#### **3. Estimates for notary work**

Except in the most routine cases, it is difficult to estimate how many hours of work will be required to complete a matter, bearing in mind the variety of circumstances that may arise. However, guidance as to likely costs will be given, where possible, on request.

Any estimates given will be based on the information available to the firm at the time and, although given in good faith, will not be binding. Variations in the instructions given, including requests for additional work or unexpected developments and/or inexperience, incompetence or lack of co-operation on the part of other parties or their advisers may increase costs.

#### **4. Funds on Account**

We reserve the right to ask for money to be paid on account of work to be done, disbursements to be made or expenses to be incurred. Such funds are held in our Client Account until such time as an invoice is submitted or a payment made on a client's behalf.

Credits to the firm's client account should be made in sufficient time to allow for bank clearance before they are required.

## **5. Invoices for notarial activity**

Fees are normally due for settlement on completion of work and prior to release of completed documentation.

Invoices are delivered where required for work carried out, expenses incurred and disbursements made during the conduct of a matter.

Invoices must be settled within 7 days or, if requested, immediately if further work on the matter is required. Any queries concerning an invoice should be raised immediately upon receipt.

In the event of payment not being made as requested, we reserve the right to decline to act any further on behalf of the client and/or to exercise a lien on any papers or documents of the client which are in our possession, until payment has been made. Interest is chargeable from the date of the invoice on invoices outstanding for more than 7 days at 4% per annum above the Base Rate from time to time in force of Lloyds Bank.

## **6. Termination of notary services retainer**

The client may terminate instructions to the firm in writing at any time. In the event of payment not being made for an invoice or on account as requested, or in the event of the client's insolvency or if a conflict of interest becomes apparent or if the client fails to instruct the firm properly, the firm may decline to act any further on behalf of the client.

The firm may exercise the lien that arises on any papers, documents, money or securities of the client which are in the firm's possession until payment for any outstanding charges has been made. In contentious matters the firm may apply at any time to have its name removed from the court record.

## **7. Liability for Payment**

Where a client requests that an invoice is to be paid by a third party on behalf of a client and such third party does not pay the invoice within 7 days of issue of invoice the instructing client will immediately be liable to discharge that invoice.

Where the firm accepts instructions from a limited company, the firm may require personal guarantees in relation to its fees and disbursements from appropriate directors or shareholders (or other individuals or companies) at any stage in the

transaction or proceedings unless the company has deposited sufficient funds on account as described in 5 above.

Where the person instructing the firm does so on behalf of two or more persons, each of those persons shall be jointly and severally liable to the firm for the obligations on the client imposed by these Terms.

## **8. Quality of Notarial Service**

It is our aim to provide a good service to clients. Any client who has cause for dissatisfaction or complaint should immediately notify Bozena Kuplinska on 0203 875 5090 and [bozena@kplsolicitors.co.uk](mailto:bozena@kplsolicitors.co.uk).

The Notarial Practice is regulated by the Master of the Faculties.

### **Complaints procedure**

We are committed to high quality legal advice and client care. If you are unhappy about any aspect of the service you have received, or about the bill, please contact us in writing first. However, if you still feel that your matter was not resolved, you may contact

The Secretary of the Notaries Society  
Old Church Chambers,  
23 Sandhill Road  
St James Northampton  
NN5 5LH  
Email: [secretary@thenotariessociety.org.uk](mailto:secretary@thenotariessociety.org.uk);  
Telephone number: 01604 758908

Complaints may also be made to the Legal Ombudsman after a period of eight weeks from the date the complaint was first made.

### **The Legal Ombudsman**

PO Box 6806, Wolverhampton WV1 9WJ,  
Telephone: 0300 555 0333,  
email: [enquiries@legalombudsman.org.uk](mailto:enquiries@legalombudsman.org.uk)  
website: [www.legalombudsman.org.uk](http://www.legalombudsman.org.uk).

## **9. Data Protection**

The firm complies with the Data Protection Act 1998. Clients' personal data may be used and disclosed by the firm to third parties in the course of providing services to the client, and marketing those and other services provided by the firm to the client (e.g. seminar invitations and newsletters) and for regulatory purposes.

The firm is required to maintain personal data for regulatory and insurance purposes provided by the firm for a period of time after conclusion of provision of services to the client. If a client does not wish personal data to be used for marketing purposes as mentioned above, the client should notify any partner of the firm in writing. Some clients' files (and personal data therein) may occasionally be made available on a

confidential basis to an external quality assessor or auditor. The firm will be entitled to carry out such credit or other searches in respect of clients as it considers appropriate.

## **10. E-mail**

It is the policy of the firm to use e-mail wherever possible. Where a client has provided us with an e-mail address, eg, by sending the firm an e-mail, the firm will assume that it may use that address for the sending of unencrypted sensitive or confidential correspondence or documents to the client. We may also, during the course of a matter, send unencrypted sensitive or confidential information to other persons involved, unless specifically requested by them or the client not to do so. All e-mails sent by the firm and attachments thereto should be scanned for viruses by the recipient.

## **11. Money laundering compliance**

The firm operates a money-laundering reporting procedure as required by law whereby, in the event of any suspicion as to money laundering, information will be revealed to the appropriate authorities. All payments to the firm's client account must be made via a UK clearing bank. Cash payments will not be accepted above £500. Clients will be required to provide satisfactory proof of identity and full details of the source and proposed destination of funds. Pending this, funds may be frozen and the firm will not accept any responsibility for loss or delay caused by the failure of clients to provide such information promptly.

## **12. Professional indemnity, limitations on liability**

12.1 No liability for loss (including, but not limited to, damages, costs and interest) to clients or other parties, whether in contract, tort (including negligence) or otherwise will be accepted by the firm, its partners, agents or staff in relation to any matter in the absence of specific written agreement to the contrary referring to this term and signed by the principal of the firm in excess of the lower of:

12.1.1 The sum of £2,000,000 for any one claim.

12.1.2 The amount of the firm's professional indemnity insurance cover from time to time. The present cover is for not less than £2,000,000. Specific cover for higher limits may be obtainable in certain circumstances at the expense of the client.

12.2 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 the client has consulted in relation to the matter as if the firm had successfully claimed contribution from them under the Civil Liability (Contribution) Act 1978 taking no regard for any limitation agreed between the client and such advisor, and they had the resources to meet the same, provided that the firm shall not be obliged to make or pursue any such claim for contribution.

12.3 No liability whatsoever will be accepted on the part of the firm, its partners, agents or staff in relation to any loss, damage or liability whatsoever caused directly or indirectly to any party other than the client for whom the firm has agreed to act in connection with the relevant matter. No third party shall have any right to enforce any contract by the firm to provide advice or services or to rely upon any advice given or opinion expressed by or on behalf of the firm. 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.

12.4 In any event, no liability whatsoever will be accepted on the part of the firm, its principal, agents or staff where such liability either arises from any instructions or information given by the client 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 the firm 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.

12.5 All searches of the Register of Companies carried out by the firm are made using the Registrar of Companies' on line service. To the extent that the Registrar does not accept responsibility for any inaccuracies or omissions arising from use of the on line service, the firm accepts no responsibility or liability arising from reliance upon the results of such searches, if they should subsequently be found to be inaccurate or incomplete.

These limitations will apply notwithstanding any express or implied term of business or any collateral agreement or warranty, whether express or implied.

### **13. Force majeure**

The firm 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 the firm's 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.

### **14. Interpretation**

English law shall be the applicable law and the English courts shall have sole jurisdiction 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.

### **15. Confidentiality**

We attach great importance to dealing with clients' affairs in strict confidence. However, some files may occasionally be made available on a confidential basis to an external Quality Assessor in connection with quality control. We can arrange to withhold any particular file from random selection for such inspection, upon request. The professional body regulating Notarial practice also has rights of inspection to ensure good practice and conduct.

### **16. Foreign Law & Translations**

We do not advise on foreign law but act in an evidential, authentication capacity.

In cases where we 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.

Although I have knowledge of a foreign language, I am not a multi-linguist. However, I can arrange/advise as to professional translators.

Foreign documents (including covering correspondence and instructions) should be translated into English before execution of the documentation.

English texts may need to be translated - here or abroad - into the foreign language after execution.

As a general rule, it is unsafe to rely on informal or amateur or "specimen" translations.

Professional translators should include their names, address, relevant qualifications and/or experience and should incorporate their own certificate, signed and dated, to the effect that document B is a true and complete translation of document A the original [or a true copy] of which is annexed hereto. Failing this, the reliability of the translation is unproven, it may be suspect or even lethal, and it may be rejected.

Translations may need to be declared or sworn by the maker in proper form, according to circumstances. As your fate or fortune may depend on such elementary safeguards, it is better to be safe than sorry!