

Consular Direct Limited

Michael Robert Lindley, Notary Public

Terms of Business

All notary services and legalisation services are provided by Consular Direct Ltd (a company incorporated in England and Wales with Company number 10006065) on the basis of these conditions unless otherwise agreed in writing.

Scope of our work

Unless we otherwise agree in writing we are only authenticating the fact that you have signed the document(s) i.e. your identity and capacity to sign. We are not advising you on the substance of the matter you have, whether that is, for example, the purchase of your property, the signing of a contract, the grant of a power of attorney or the terms under which you marry. For that, you must have independent legal advice, and that is not part of the service we provide in relation to notarising documents.

Prices and Payment

The way our fees are calculated is by reference to the nature, urgency, number and language of the document or documents which are required to be notarised as well as whether any out of office attendance, legalisation /apostilling or other related services are requested.

Normally we will quote you a fixed price before any work is done. Sums that we pay on your behalf such as legalisation fees, postage, taxis and couriers, are charged in addition to our fees. Payment is to be made immediately.

Limitation of Liability – Please read this carefully

Save as provided under the Unfair Contract Terms Act 1977 or as otherwise prohibited by law our liability for any loss or damage of any nature whatever whether direct or consequential however caused, including without limitation in respect of negligence or breach of our duty to our client is limited to the lesser of £10,000 or five times the fee charged in respect of any one or series of related claims

Any liability arising out of or related to the services provided to you shall be a liability of Consular Direct Ltd and not of a director, employee, consultant, the notary who carried out the service or shareholder of Consular Direct Ltd. Accordingly, you agree that you will not bring any claim against a director, employee, consultant, the notary who carried out the service or shareholder.

Due Diligence by us

We are required to get details of identity from you by way of a valid passport or modern UK driving licence and details of address. Additional searches and enquiries will be necessary if you are signing documents on behalf of an organisation such as a company, partnership, trust or charity, i.e. if you are not signing purely as an individual. We may also need to do additional searches or seek additional proof of your capacity to sign in these instances. Alternatively, we may simply limit our notarisation to that which we can confirm, i.e. that you as a named individual signed the document in question.

Due Diligence by you

As notaries we can only notarise things of which we have sufficient proof. If you are signing a document as an individual we normally only need a passport and proof of address. If you are signing it on behalf of a company or other organisation we usually need proof that you have the capacity to sign it, via a board minute, board resolution or otherwise (depending on the type of organisation). Failing such proof our notarial certificate will be limited to stating that you came before us, and stated that you were so authorised, since we will not be able to confirm this ourselves.

Money Laundering Confidentiality and Data Protection

We owe a general duty of confidentiality to all our clients. We also have strict professional obligations, anti-money laundering and data protection, some of which can be over-riding.

Third Party Rights

No party other than you, the client, or ourselves will have any rights under these terms and conditions by virtue of any law or enactment. These terms and conditions will be governed by the laws of England and Wales.

Governing Law

The contractual relationship that arises when you instruct us shall be governed by the law of England and Wales. In the event of a dispute, the courts of England and Wales shall have exclusive jurisdiction.

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

Data Protection: For details go to www.notarypubliccentrallondon.org

Consumer Cooling Off Cancellation Period –Consumer Contracts Regulations 2013 (“CCR”)

Where the CCR apply 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 me instructions, whichever is earlier.

You can cancel your contract within the cancellation period by giving a clear statement and we will reimburse all payments received from you by the same method that you used, at no cost to you, without undue delay, and not later than 14 days after the day on which you inform me of the cancellation.

If you ask us to begin work during the cancellation period, you can still cancel but you must pay for the work which has been performed and this will not be reimbursed to you.

Regulator

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

Website www.facultyoffice.org.uk

Complaints

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

P O Box 7655

Milton Keynes MK11 9NR

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/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

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 one year from the act/omission or within one year from when you should reasonably have known there was cause for complaint.

I confirm that I have read the above terms and conditions and agree to be bound by them

.....
Signature of Client

.....
Date

Name:

Company: