Jane Stockings Notary Public Limited

Company number 16296994

Registered Office: 7 Walterfield Barns, Mill Road, Frettenham, Norfolk, NR12 7LQ

Principal place of business 26 Tombland, Norwich, Norfolk, NR3 1RE

Email: janestockingsnotarypublic@gmail.com

Telephone number 07900695617

I am regulated by the Faculty Office of the Archbishop of Canterbury, and a member of the Notaries Society. I provide notarial services (defined as a "reserved legal activity" by Section 12 of the Legal Services Act 2007).

Terms and Conditions for use of Jane Stockings Notary Public Limited

On using my services you agree to abide by the following terms and conditions.

1. Hours of Business

My usual office hours are between 9am to 5pm Monday to Friday. In appropriate cases I can arrange to see you outside the 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. The Process

Ideally you would supply your draft documents via email together with any instructions from your overseas lawyer before any appointment takes place so I could confirm my costs and availability. The meeting takes place and then any legislation requirements are dealt with.

3. My charges

If it is a matter of witnessing a document then a fixed fee will be charged. No VAT is payable.

If there are complications or I am required to draft or substantially amend or complete a document the charge will be based upon the time it is necessary for me to spend. Special factors which may result in an increase in charges include *but are not limited to*:-

- Complexity.
- Extended drafting/foreign languages used.
- Number and importance of documents.
- If work has to be done away from the office.
- Urgency.

Once you have provided me with the details (ideally draft documents and instructions from your overseas lawyer) and I have identified what you require I will be able to give you a firm indication and estimate of the likely charges. In addition third party expenses and fees will be charged such as charges of The Foreign and Commonwealth Office, Foreign Embassies

and Consulates, any agents dealing with the legislation of documents and special postage and courier charges. My charges are usually payable upon presentation of an invoice at the time of our meeting and documents may not be released until the invoice has been paid.

4. Disbursements

You are responsible for all payments that I make on your behalf. Typical examples are legalisation fees paid to the Foreign and Commonwealth Office and/or an Embassy, legalisation agents' fees, Company Registry fees, courier fees and special delivery postage charges. However, I will not incur these expenses without first obtaining your consent to do so.

5. The relevant law

The law that governs my contract with you is English Law and it is agreed that any dispute relating to our services shall be resolved by the English courts.

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 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. Notarial Records

When I carry out work for you I am required to make an entry into a formal register which is kept as a permanent record. In addition, as a matter of good practice, I will retain a copy of the scanned notarised documentation.

9. 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 me manage my practice, statutory returns, legal and regulatory compliance. Please refer to my Data Protection Privacy Notice available on my website.

10. Money Laundering

Notaries are obliged under the Money Laundering Legislation to take measures to protect against fraud or 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 duties, 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 engaged and cease acting for you forthwith.

11. Clients Money

I will not usually hold clients money.

12. Verification of Facts

Part of my role is to check the facts in a document and sometimes this involves obtaining the evidence from sourcing independent of you. In order to do this I will require your co-operation and if I am unable to secure such verification I may have to add disclaimants to a document to make it clear that there are facts that I have not been able to verify and no liability is accepted if this is the case.

13. Ceasing to Act

In some circumstances I may have to consider that I have to stop acting for you, for example, if you cannot give clear or proper instructions and I reserve the right to cease acting with good reason.

I do have to be satisfied as to your identity, your legal capacity and your understanding and the approval of the contents of any document to be notarised. If the document is in a language other than English I may require a translation. I must be satisfied that it is your voluntary act, that there is no fraud, violence or duress involved and that other stipulated formalities under English and other relevant foreign law which I am aware of are observed. If I am not satisfied about any of these things I am able to refuse to act.

14. 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 set out below.

Notaries are regulated by the Faculty Office of the Archbishop of Canterbury:

The Faculty Office
1 The Sanctuary
Westminster
London SW1P 3JT

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, PO Box 876, Chichester PO19 9ZH

Email: secretary@thenotariessociety.org.uk

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. 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.

Legal Ombudsman
P O Box 6167
Slough SL1 0EH
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 6 months of receiving a final response to your complaint & either 6 years from the date of act/omission or 3 years from when you should reasonably have known there was cause for complaint (only if the act or omission took place more than 6 years ago). The act or omission, or when you should have reasonably known there was cause for complaint must have been after 5th October 2010.

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

15. Limits of liability

Our professional indemnity insurance provides cover as follows:-

15.1 I shall not be responsible for any failure to advise or comment on any matter which falls outside the scope of your instructions.

15.2 Advice given by me is provided for the purpose of the instructions to which it relates and for your benefit. It may not be disclosed, used or relied on for any other purpose, or by any other person, without our prior written agreement (other than to your other professional advisers who may rely on such advice). Only you as my client may enforce the terms of any agreement between us by virtue of the Contracts (Rights of Third Parties) Act 1999.

15.3 I may need to procure the services of experts and agents from both within the United Kingdom and overseas, including overseas lawyers, to act on your behalf during the course of handling an engagement for you. Where I do so, all such appointments will be as independent experts and as your agents and I will not be responsible for any negligent advice or other default on their part. Your cause of action will be direct against the expert or your agent.

15.4 I shall not be liable to you for any failure or delay, or for the consequences of any failure or delay, in the performance of your instructions if it is due to any event beyond our reasonable control including, without limitation, acts of God, war,

industrial disputes, protests, fire, flood, storm, tempest, explosion, acts for terrorism and national emergencies.

15.5 I shall not be liable to you for any failure or delay, or for the consequences of any failure or delay, in the performance of your instructions, or for any loss or cost to you which arises as a result of the risks associated with communication by e-mail, fax or SMS (text).

15.6 My total liability to you in respect of our engagement (other than contentious business falling within paragraph 15 below (Litigation)) for any loss, liability or damage howsoever caused, whether in contract (by way indemnity or otherwise) tort (including negligence), misrepresentation, restitution or otherwise (in each case whether caused by negligence or not) and whether related to any act, omission or services provided to you, or not provided to you, or failure to act or deal in acting by Hansells will be limited to an amount recorded in writing (the "Liability Cap"). The Liability Cap is £1 million.

The extent to which any loss or damage will be recoverable by you from me will also be limited so as to be in proportion to our contribution to the overall fault for such loss or damage, taking into account any contributory negligence by you, your advisers and/or any other third party responsible to you and/or liable in respect of such loss. I shall not be liable to you for any indirect or consequential loss or damage whatsoever.

16. Legal Advice

It is not my responsibility to give you legal advice concerning a document for notarisation. When dealing with a document destined for a foreign jurisdiction you are advised to seek firstly the advice of your own independent legal or other competent professional adviser who practices in or is skilled in the law of that jurisdiction.

17. 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 substantive legal input on the matter under consideration. I do not give foreign law advice.

18. Notarial Documents

Documents sent for legalisation or any other purpose will be returned to you by first class post unless you request to collect in person or request an alternative postal service. The loss of documents in the post is rare but it is an unfortunate occurrence and if this happens I do not accept any responsibility but will in these circumstances offer you a free notarised replacement.

19. Use of Agents

I use consular agents CDN Consular Services Ltd to deal with legalisation from both the Foreign and Commonwealth Office and Embassies. In the unfortunate occurrence

documents are lost I do not accept any responsibility but will assist you to obtain replacement documents.

20. Amendment

I reserve the right to amend these terms and conditions at any time by posting an amended version to the website.