

## **Cheeswrights LLP Terms of Business**

### **1. Application**

- 1.1. These terms of business, together with the terms of any engagement letter or similar we issue to you, form the contract between us and apply to all services provided to you ("Services"), the client ("you"), by Cheeswrights LLP, incorporated and registered in England and Wales with registered number OC426084 whose registered office is at Bankside House, 107 Leadenhall Street, London, United Kingdom, EC3A 4AF ("we", "us").
- 1.2. Please read these terms carefully before you instruct us. These terms tell you who we are, how we will provide Services to you, how you and we may change or end the contract, what to do if there is a problem and other important information. You can contact us using the details provided in our engagement letter or quotation or at the address above.
- 1.3. If you fail to complete any requested formalities but you continue to instruct us in relation to any Services, you will be deemed to have accepted these terms.
- 1.4. Our acceptance of your instruction will take place when we confirm acceptance to you in writing or commence work on the Services, whichever is sooner, at which point a contract will come into existence between you and us. If we are unable to accept your instruction, we will inform you of this and will not charge you for any service.

### **2. Responsibility for work and duties**

- 2.1. The partners of our firm are ultimately responsible for the conduct of business, although other personnel will act on instructions on a day-to-day basis as appropriate to the requirements of the instruction.
- 2.2. We will:
  - (a) keep you informed of progress made on your file;
  - (b) advise you of delays and, where possible, explain why such a delay is occurring; and
  - (c) advise you where it becomes necessary to change the basis on which our fees are payable or calculated.
- 2.3. You shall:
  - (a) provide us with written instructions wherever reasonably requested and inform us if there is any significant change in your situation.
  - (b) provide us, so far as relevant, with full and accurate information regarding your affairs, including information regarding any matters that may affect our ability to perform the Services.

- 2.4. If you do not provide information we have reasonably requested, or if you give us incomplete or incorrect information, we may either end the contract or make an additional charge of a reasonable sum to compensate us for any extra work that is required as a result. We will not be responsible for supplying the Services late or not supplying any part of them if this is caused by you not giving us the information we need within a reasonable time of us asking for it.
- 2.5. If you wish to make a change to the Services please contact us. If the change is reasonably possible we will let you know about any effect on price, timing of supply or anything else which would be necessary as a result of your requested change and ask you to confirm whether you wish to go ahead with the change. We may change the Services to reflect changes in relevant laws and regulatory requirements. If we make significant changes to the Services or to these terms we will notify you and you may then contact us to end the contract before the changes take effect and receive a refund for any Services paid for but not received.
- 2.6. We will begin the Services on the date agreed with you. Any completion date for the Services is an estimate only unless we agree otherwise in writing.
- 2.7. We may have to suspend supply of the Services to:
  - (a) deal with technical problems or make minor technical changes;
  - (b) update the Services to reflect changes in relevant laws and regulatory requirements;
  - (c) make changes to the Services as requested by you or notified by us to you (see clause 2.5).

We will contact you in advance to tell you we will be suspending supply, unless the problem is urgent or an emergency. Any such suspension will be subject to the provisions of clause 11.

### **3. Notarisation & identification**

- 3.1. A primary function of a notary is to identify the client. We are subject to strict regulatory obligations regarding identification of clients and we may not be able to act for you, or may have to cease acting, if we cannot meet any of those obligations. In the case of individuals, we require, as a minimum, proof of identity and residential address and will, therefore, request original personal documentation that can include:
  - (a) a passport
  - (b) national identity card
  - (c) photocard driving licence
  - (d) marriage certificate or divorce judgment and/or
  - (e) a recent gas, electricity or other bill or bank statement (for proof of address).

3.2. In the case of a business, we will usually also need to establish that your company or organisation exists and that the signatory has authority to represent it. In the case of companies or organisations based in the United Kingdom, we will generally conduct our own checks. In some cases (particularly for companies or organisations established overseas) we may ask you to produce certain documents. These might include a certificate of incorporation, good standing certificate and other similar evidence. If we have to verify the signatory's authority to represent a company or organisation, additional documentation may be requested, for example:

- (a) constitutional documents (e.g. memorandum and articles of association)
- (b) a power of attorney
- (c) board resolutions
- (d) authorised signatory book (in the case of banks) and/or
- (e) extract from a commercial register (generally for foreign companies)

We will be happy to advise exactly what will be required in any particular case.

3.3. Notaries, including Cheeswrights, are subject to legislation enacted to prevent terrorism and combat organised crime and money-laundering. This requires notaries and other lawyers to report suspicious transactions to law enforcement agencies. A notary who knows or suspects, or has "reasonable grounds" for suspecting, that a person has committed any of these offences must make a disclosure as soon as is practicable to the appropriate law enforcement agency. For this reason, there are compulsory checks which notaries have to make of their clients which in many cases go beyond the identification standards which notaries have traditionally applied. Being asked for additional identification does not mean you are under suspicion. The identification requirements apply to all clients when they are asking notaries to authenticate documents or undertake other types of work. Any individual notary, or Cheeswrights as a whole, is entitled to refuse to act (or issue a restricted certification) if he or she has any doubt as to the facts or law.

#### **4. Legalisation**

4.1. If a document is notarised in the United Kingdom and is intended for use in another country, there may be a further formality of recognition. The procedure is generally described as a legalisation although it is sometimes referred to as "consularisation".

4.2. Countries which have accepted the international convention on legalisation (signed at The Hague in 1961) have abolished the requirement for consular legalisation and it is replaced by a single certification – known as an "apostille". An apostille is currently issued in the United Kingdom by the Foreign and Commonwealth Office. We arrange apostilling for our clients using both a standard service and a premium service. In either case, the documents are nearly always delivered and collected in person by our staff from the relevant government office.

- 4.3. Some countries require notarial documents to be legalised by their own authorities, and the document must in these circumstances be presented to the consulate or other diplomatic representation of the country where the document is to be used. We can arrange for legalisation at all such consulates and diplomatic missions in London. The documents are nearly always delivered and collected in person by our staff from the relevant consulate or diplomatic mission.
- 4.4. Consulates, diplomatic missions and government departments are often indifferent to commercial pressures and clients may have cause to complain about the treatment of their documentation, which can include loss, delay or refusal. Although we will make reasonable efforts to carry out our instructions, we cannot accept liability for the actions (or the lack of action) of any third parties, including such official bodies.

## **5. Fees and payments**

- 5.1. Fees are calculated using our own scale which is reviewed from time to time and which is, on request, available to you to the extent relevant. Translation costs are chargeable on a "per word" basis. Fees will not be reduced unless previously agreed in writing with one of our partners. In any event, we will make known to you in advance the basis upon which our fees will be calculated. We reserve the right to make additional charges if we are required to carry out additional work or if the matter proves to be unusually difficult or time consuming.
- 5.2. Disbursements incurred on your behalf (including but not limited to apostille charges, consular fees, courier and postal costs and charges incurred at registries) will be passed on to you. Miscellaneous costs such as bank charges or major photocopying may also be passed on to you. Where disbursements are likely to be in our view substantial, we may ask for those to be paid in advance.
- 5.3. If you do not collect documents from us as arranged or if, after a failed delivery to you, you do not re-arrange delivery or collect them we will contact you for further instructions and may charge you for any further delivery costs. If, despite our reasonable efforts, we are unable to contact you or re-arrange delivery or collection we will consider you to be in breach of contract and we may end the contract on immediate written notice.
- 5.4. If you pay all or part of an invoice in a currency other than the currency in which it was issued, we reserve the right to charge you for the full cost of converting that payment into the currency in which the invoice was issued. If an invoice is issued in a currency other than sterling, we reserve the right to charge you for any loss caused by a change in the exchange rate between that currency and sterling between the date of the invoice and the date of payment.
- 5.5. Fees and (most) disbursements are subject to VAT at the current rate. If the rate of VAT changes between your instruction date and the date we supply the Services, we will adjust the rate of VAT that you pay, unless you have already paid for the Services in full before the change in the rate

of VAT takes effect. If you are acting as a consumer, we will include any VAT element when quoting prices to you.

- 5.6. All invoices are payable without discount, deduction, withholding, set-off or counterclaim. If you are acting in a business capacity and you are required by law to make any deduction or withholding from any payment, you shall do so and the sum due in respect of such payment will be increased to ensure that we receive and retain a sum equal to the amount which we would have received and retained had no such deduction or withholding been required.
- 5.7. We may ask you to settle the full amount pertaining to any given instruction, including our fee and associated disbursements (such as Foreign and Commonwealth Office apostille costs and consular charges etc.) before we release your documentation from our possession.
- 5.8. Our terms for payment of all invoices rendered are that they be settled within 30 days of the date of our invoice. We reserve the right to request payment in advance in respect of any instruction.
- 5.9. If you think an invoice is wrong please contact us promptly to let us know. You will not have to pay any interest on any amount subject to a bona fide dispute until the dispute is resolved (but you must pay any undisputed amounts when due). Once the dispute is resolved we may charge you interest on correctly-invoiced sums from the original due date. We reserve the right to charge interest at 4% per annum above the base lending rate of The Royal Bank of Scotland PLC accruing on a daily basis on all sums outstanding from the date of the issue of the invoice until payment in full.
- 5.10. Without prejudice to our other rights, we reserve the right to suspend or terminate our Services if any undisputed sum is not paid within 30 days of its due date.
- 5.11. Even if someone else has agreed to pay or is responsible for paying all or part of your legal costs, we may address our invoices to you and you will, in any event, be solely responsible for paying them. Whether or not we accept that any third party will pay any part of our invoices, we will not assume any liability towards them, unless we expressly agree in writing to do so.
- 5.12. There are circumstances in which we are entitled to retain property that belongs to you. This right of lien may be exercised by us at any time while fees or expenses are unpaid.

## **6. Termination of instructions**

- 6.1. You may at any time terminate this contract in writing by giving us not less than 7 days' notice.
- 6.2. You may terminate this contract on notice in writing with immediate effect if we are in breach of contract or you have some other legal right to do so.
- 6.3. We may decide to stop acting for you with good reason, as determined at our sole discretion: for example, if you are overdue in making payment despite receipt of a written notice to do so, if you fail to give clear or proper instructions on how we are to proceed or you give us instructions

which conflict with our rules of professional conduct or if you fail to comply with any obligation in this contract. We will notify you in writing of any such decision.

- 6.4. If you end the contract pursuant to clauses 6.1 or 6.2, we will refund any money you have paid in advance for Services we have not provided as soon as reasonably possible. If we end the contract in any of the situations set out in clause 6.3 we will refund any money you have paid in advance for Services we have not provided but we may deduct or charge you reasonable compensation for the net costs we will incur as a result of your breaking the contract.
- 6.5. Pursuant to the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013, if you are a consumer and we have accepted instructions from you given by telephone or by electronic means or at a meeting away from our offices, such as your home or place of work, you have the right to cancel your instructions in writing within 14 days from the day on which those instructions were accepted. We will not consider that a contract has been established during the 14-day cancellation period unless you specifically request us to commence work within this period by means of a written form of authorisation. If you requested that we begin the performance of Services during the cancellation period and then subsequently exercise your right to cancel, you shall pay us a proportionate amount of our fees in respect of the period until you communicate to us your decision to cancel. Subject to that, if you exercise the right to cancel and we have received any payment from you in excess of amounts due to us, we will reimburse that payment to you no later than 14 days after the day on which we are informed about your decision to cancel this contract, by the same means used for the initial payment. You may use the annexed model cancellation form to notify us of your decision to cancel but this is not obligatory.
- 6.6. Any provision of this contract that expressly or by implication is intended to come into or continue in force on or after termination, including clauses 5.12 (Lien), 7 (Liability), 8 (Confidentiality), 9 (Documents, Copyright and Communications) and 10 (Data Protection), shall remain in full force and effect.
- 6.7. Termination of this contract shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination.

## **7. Exclusions and limitations of liability**

### **Clauses 7.1-7.4 apply where you are acting in the course of business:**

- 7.1. The contract you make is with us. You will not bring any claim against any of our individual employees, consultants or partners personally in respect of losses you suffer or incur, however arising, in connection with our Services. This will not limit or exclude our liability for the acts or omissions of our employees, consultants or partners.
- 7.2. Nothing in these terms shall limit or exclude our liability for:

- (a) death or personal injury caused by our negligence, or the negligence of our employees, agents or subcontractors (as applicable);
- (b) fraud or fraudulent misrepresentation; or
- (c) any matter in respect of which it would be unlawful for us to exclude or restrict liability.

7.3. Subject to clause 7.2:

- (a) we shall under no circumstances whatsoever be liable to you, whether in contract, tort (including negligence), breach of statutory duty or otherwise, for any: (i) loss of profit; or (ii) any indirect or consequential loss arising under or in connection with this contract; and
- (b) our total liability to you in respect of all losses arising under or in connection with the contract, whether in contract, tort (including negligence), breach of statutory duty or otherwise, shall in no circumstances exceed £1 million or, if greater, the amount recoverable under our professional indemnity insurance.

7.4. If we engage third parties to advise you or act for you, we will not be liable in respect of any advice given or work undertaken by them (regardless of whether such persons were introduced by us).

**Clauses 7.5-7.8 apply where you are acting as a consumer:**

7.5. See the box below for a summary of your key legal rights as a consumer. Nothing in these terms will affect your legal rights.

**Summary of your key legal rights**

This is a summary of your key legal rights. These are subject to certain exceptions. For detailed information please visit the Citizens Advice website [www.adviceguide.org.uk](http://www.adviceguide.org.uk) or call **03454 04 05 06**.

- a) You can ask us to repeat or fix a service if it's not carried out with reasonable care and skill, or receive some money back if we can't fix it.
- b) If you haven't agreed a price beforehand, what you're asked to pay must be reasonable.
- c) If you haven't agreed a time beforehand, services must be carried out within a reasonable time.

7.6. If we fail to comply with this contract, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking this contract or our failing to use reasonable care and skill, but

we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both we and you knew it might happen, for example, if you discussed it with us prior to instructing us.

- 7.7. We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors; for fraud or fraudulent misrepresentation; for breach of your legal rights in relation to the Services including the right to receive services which are of satisfactory quality and supplied with reasonable skill and care.
- 7.8. We only supply the Services to you for private use. If you use the Services for any commercial, business or re-sale purpose we will have no liability to you for any loss of profit, loss of business, business interruption or loss of business opportunity.

## **8. Confidentiality**

- 8.1. We owe a duty of confidentiality to our clients. Any information we obtain from you while providing Services which is not in the public domain will be treated as confidential, save that:
- (a) we may disclose such information to our employees, officers, partners, representatives or advisers who need to know such information for the purposes of exercising our rights or carrying out our obligations under or in connection with this contract (and such persons shall be subject to confidentiality obligations); and
  - (b) on some rare occasions we may be required to disclose information to relevant legal, regulatory or fiscal authorities, or under rules of professional conduct. In such cases, we will inform you (where this is permissible) of the request or requirement to disclose and we may have to delay or stop providing Services for a period of time. In this connection, we mention in particular our reporting obligations under applicable anti-money laundering legislation.
- 8.2. Sometimes we ask sub-contractors or other third parties to undertake translating, typing, photocopying or other support services. We will have a confidentiality agreement with them to protect any information we may share but, if you do not want us to use such suppliers, please tell us in advance.
- 8.3. In accordance with our professional rules, a copy of a notarial act or of the record of a notarial act retained by us may, upon payment of a reasonable fee, be issued upon the application in writing of any person or authority having a proper interest in the act.
- 8.4. We may monitor communications between you and us in accordance with the applicable laws and regulations in order to establish facts, or to determine that communications using our systems are relevant to our business, or to comply with laws or regulatory practices and procedures.

- 8.5. Any confidential or commercially-sensitive information relating to us or our Services is provided to you and you may not disclose it or refer to us or to our advice in any public documents or communication, without our prior written consent. You agree that we are authorised to disclose that you are our client.
- 8.6. No party shall use any other party's confidential information for any purpose other than to exercise its rights and perform its obligations under or in connection with this contract.

## **9. Documents, copyright and communications**

- 9.1. Subject always to the provisions of clause 10, we will store your file (electronically or otherwise) for such time as we judge reasonable in view of the law and any applicable regulations, after which we may destroy it.
- 9.2. Unless we agree otherwise, the copyright in the original materials which we generate for you belongs to us. Subject to payment of our fees for that material, you are permitted to make use of those materials only for the purposes for which they are created.
- 9.3. We may communicate with you by email, except to the extent that you instruct us not to do so. We will not encrypt our outgoing email unless you tell us to do so and we are able to agree with you and implement a mutually acceptable encryption method. We accept no responsibility for any claims, costs, damages, losses, awards or other liability incurred by or made against you and arising directly or indirectly as a result of the use of electronic communications.
- 9.4. You may wish to store data or documents relating to you, your matter or third parties on a remote storage system on the Internet ("cloud computing system"). We have no control over data or documents stored in this manner and therefore do not accept liability for any loss suffered by you or any third party resulting from the use of the cloud computing system, including but not limited to viewing documents on the system and transferring documents between the cloud computing system and our computer systems and the security of such documents.
- 9.5. Any reference in these terms to "writing" shall include email.

## **10. Data Protection and Compliance with the Notaries Practice Rules**

- 10.1. In this clause 10:

**Controller** or **Data Controller** shall have the meaning set out in the Data Protection Legislation.

**Data Protection Law** means the GDPR, the Data Protection Act 2018 and any other UK statute which implements any provisions of the same.

**Data Protection Legislation** means all applicable data protection and privacy legislation, regulations, guidance and codes of practice, including:

- (a) the Data Protection Law and the Privacy and Electronic Communications (EC Directive) Regulations;
- (b) any secondary legislation pursuant to the Data Protection Law;
- (c) any national implementing laws, regulations and secondary legislation, as amended or updated from time to time, in the UK in respect of any of the foregoing; and
- (d) any guidance or codes of practice issued by Working Party 29, the European Data Protection Board or the Information Commissioner from time to time (all as amended, updated or re-enacted from time to time).

**Data Subject** shall have the meaning set out in the Data Protection Law.

**GDPR** means Regulation (EU) 2016/679 (or the "General Data Protection Regulation").

**Personal Data** shall have the meaning set out in the Data Protection Law.

**Processing** shall have the meaning set out in the Data Protection Law (and Process and Processed shall be construed accordingly).

**Processor** or **Data Processor** shall have the meaning set out in the Data Protection Law.

10.2. Each party shall comply with all applicable requirements of the Data Protection Legislation. This clause 10 is in addition to, and does not relieve, remove or replace, a party's obligations under the Data Protection Legislation.

10.3. Neither party shall through its acts or omissions place the other party in breach of any Data Protection Legislation.

10.4. For the purposes of providing Services to you, Cheeswrights will undertake the following processing:

**Scope** processing client data, and documents containing the same, for the delivery of the agreed services.

**Nature** copying documents for the purposes of notarisisation, legalisation and translation; storing documents for evidential purposes and/or as otherwise reasonably required by the client relationship.

**Purpose of processing** for the purpose of providing the services pursuant to this contract.

**Duration of the processing** as required for the nature of the services provided.

**Types of personal data to be processed by Cheeswrights** (i) names, passport information and/or contact details of employees, officers or other individuals acting on your behalf; (ii)

names, passport information and/or contact details of any individuals with whom you might be doing business and therefore whose details are stated in documents we notarise, translate or legalise; (iii) anything else of relevance that might identify an individual.

**Types of special categories of personal data (or sensitive personal data) to be processed by Cheeswrights** including, inter alia, medical information, civil status, details regarding race, beliefs or sexual orientation.

**Categories of data subject** (i) employees, officers or other individuals acting on your behalf; (ii) individuals with whom you might be doing business and therefore whose details are stated in documents we notarise, translate or legalise;

- 10.5. We shall treat any personal data we collect from you, or anyone acting on your behalf, in accordance with our privacy policy, which is available on request or can be found on our website.
- 10.6. Without prejudice to the generality of clause 10.2, you will ensure that you have all necessary appropriate consents and notices in place to enable lawful transfer of the Personal Data to Cheeswrights for the duration and purposes of the matter envisaged by this contract and, accordingly, you confirm that you are authorised to share Personal Data with us. You shall be solely responsible for bringing our current privacy policy to the attention of anyone whose Personal Data we may process on your behalf.
- 10.7. Without prejudice to the generality of clause 10.2, Cheeswrights shall, in relation to any Personal Data Processed in connection with its performance of its obligations under this contract:
- (a) Process that Personal Data only on your written instructions unless Cheeswrights is required to Process such Personal Data otherwise by the laws of any member of the European Union or by the laws of the European Union applicable to Cheeswrights (**Applicable Laws**). Where Cheeswrights is relying on Applicable Laws as the basis for Processing Personal Data, Cheeswrights shall promptly notify you of this before performing the Processing required by the Applicable Laws unless those Applicable Laws prohibit Cheeswrights from so notifying you;
  - (b) ensure that it has in place appropriate technical and organisational measures to protect against unauthorised or unlawful Processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data, appropriate to the harm that might result from the unauthorised or unlawful Processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to Personal Data can be restored in a

timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it);

- (c) ensure that all personnel (including, without limitation, employees) who have access to and/or Process Personal Data are legally obliged to keep the Personal Data confidential;
- (d) not transfer any Personal Data outside of the European Economic Area unless your prior written consent has been obtained and the following conditions are fulfilled:
  - i. you or we have provided appropriate safeguards in relation to the transfer;
  - ii. the Data Subject has enforceable rights and effective legal remedies;
  - iii. Cheeswrights complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred; and
  - iv. Cheeswrights complies with reasonable instructions notified to it in advance by you with respect to the Processing of the Personal Data;
- (e) assist you, at your cost, in responding to any request from a Data Subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators; and otherwise to comply with your obligations under the Data Protection Legislation to respond to requests from Data Subjects or exercise of the rights of Data Subjects or information mandated to be provided to Data Subjects;
- (f) notify you without undue delay, and in any event within 48 hours of the point at which Cheeswrights becomes aware of the same, of any Personal Data breach or other security incident affecting or relating to Personal Data;
- (g) at your written direction, delete or return Personal Data and all copies thereof to you on termination of the contract or at any other time unless required by Applicable Law and regulations to store the Personal Data; and
- (h) maintain complete and accurate records and information to demonstrate its compliance with this clause 10.7 and relevant provisions of the Data Protection Legislation and allow for and cooperate with reasonable audits including, without limitation, inspections by you or your designated auditor.

10.8. Unless you notify an objection to us within fourteen (14) days of receipt of notice pursuant to this clause 10.8, you consent to our appointing sub-processors as may be notified to you from time to time as third-party processors of Personal Data under this contract. We confirm that

we have entered into or (as the case may be) will enter into a written agreement with the third-party processor, which agreement shall contain provisions which comply with the Data Protection Legislation and which, in any event, are no less onerous than those imposed under clause 10.7. As between you and us, we shall remain fully liable for all acts or omissions of any third-party processor we appointed pursuant to this clause.

- 10.9. Cheeswrights may, at any time on not less than 30 days' notice in writing, revise this clause 10 by replacing it with any applicable controller to processor standard clauses or similar terms forming part of an applicable certification scheme.
- 10.10. We shall store copies of your passport and other Personal Data cited in the Notaries Practice Rules 2014 in accordance with all requirements listed therein.

## 11. Complaints

- 11.1. We are confident that we will provide you with a satisfactory service but should you wish to complain, you should write to the firm's managing partner Mr Edward Gardiner. You may obtain from us or from our website the current copy of this and a notice of your right to make a complaint. At the end of the complaint procedure, or after a period of 8 weeks from the date you first notified us that you were dissatisfied, you can make a complaint to the Legal Ombudsman ([www.legalombudsman.org.uk](http://www.legalombudsman.org.uk)), but this must normally be within the earlier of (i) 6 months from the conclusion of the complaint procedure; or (ii) 12 months from when your problem occurred or from when you should reasonably have become aware of your problem<sup>1</sup>. Nothing in the complaint procedure shall affect your right to have the complaint dealt with by a court, as provided in clause 12.10.
- 11.2. Please note that our notarial practice is regulated by 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)

## 12. General

- 12.1. **Circumstances beyond our control.** We shall not be in breach of this contract, nor liable for delay in performing, or failure to perform, any of our obligations under this contract, if such delay or failure result from events, circumstances or causes beyond our reasonable control. In such circumstances the time for performance shall be extended by a period equivalent to the period during which performance of the obligation has been delayed or failed to be performed. If the period of delay or non-performance continues for 4 weeks, you may terminate this contract by giving 7 days' written notice to us.
- 12.2. **Notices.**
-

- (a) Any notice or other communication given to a party under or in connection with this contract shall be in writing, addressed to that party at the address stated in the relevant engagement letter (or, if there is no engagement letter, at its registered office (if it is a company) or its principal place of business (in any other case) or such other address as that party may have specified to the other party in writing) and shall be delivered personally, sent by pre-paid first class post or other next working day delivery service, commercial courier or email.
- (b) A notice or other communication shall be deemed to have been received: if delivered personally, when left at the address referred to in clause 12.2(a); if sent by pre-paid first class post or other next working day delivery service, at 9am on the second Business Day after posting; if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed; or, if sent by email, at the time of successful transmission (or, if after 5pm, at 9am on the next Business Day) (where a "Business Day" means a day other than a Saturday, Sunday or public holiday when banks in London are open for business).
- (c) The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action.

12.3. **We may transfer this contract to someone else.** We may transfer our rights and obligations under these terms to another organisation. We will always tell you in writing if this happens and we will ensure that the transfer will not affect your rights under the contract.

12.4. **You need our consent to transfer your rights to someone else.** You may only transfer your rights or your obligations under these terms to another person if we agree to this in writing.

12.5. **Variation.** We may, by one month's written notice to you, modify these terms from time to time to reflect our current practice and/or changes to professional and other regulatory requirements with which we are obliged to comply.

12.6. **Nobody else has any rights under this contract.** This contract is between you and us. No other person shall have any rights to enforce any of its terms. Neither of us will need to gain the agreement of any other person in order to end the contract or make any changes to these terms.

12.7. **Entire agreement.** These terms, together with any other instructions we issue to you for the relevant instruction and any other documents referred to in these terms, constitute the entire contract between you and us and supersede and extinguish all previous agreements, promises, assurances, warranties, representations and understandings, whether written or oral, relating to its subject matter. Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this contract. Each party agrees that it shall have no claim for innocent or negligent

misrepresentation or negligent misstatement based on any statement in this contract. This clause does not apply if you are acting as a consumer.

12.8. **If a court finds part of this contract illegal, the rest will continue in force.** Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

12.9. **Even if we delay in enforcing this contract, we can still enforce it later.** If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date. For example, if you miss a payment and we do not chase you but we continue to provide the Services, we can still require you to make the payment at a later date.

12.10. **Which laws apply to this contract and where you may bring legal proceedings.**

(a) If you are acting in a business capacity:

This contract and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England. Each party irrevocably agrees that the courts of England shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it.

(b) If you are acting as a consumer:

These terms are governed by English law and you can bring legal proceedings in respect of the Services in the English courts. If you live in Scotland you can bring legal proceedings in respect of the Services in either the Scottish or the English courts. If you live in Northern Ireland you can bring legal proceedings in respect of the Services in either the Northern Irish or the English courts.

## **Annex**

### **Model Cancellation Form**

*(Complete and return this form only if you wish to withdraw from the contract)*

To Cheeswrights of Bankside House, 107, Leadenhall Street, London EC3A 4AF email:  
notary@cheeswrights.co.uk.

I/We [\*] hereby give notice that I/We [\*] cancel my/our [\*] contract for the supply of the following service  
[\*],

Date of instruction: [\*],

Name of consumer(s),

Address of consumer(s),

Signature of consumer(s) (only if this form is notified on paper),

Date

[\*] Delete as appropriate