



- HLR Notary -

Notary Public and Commissioner for Oaths

Terms and Conditions (effective 1st November 2020)

Hollie Lauren Redman is an independent Notary Public ('the Notary') practising in England and Wales under the name 'HLR Notary'. These terms apply to all notarial services undertaken by HLR Notary.

1. Notarial Service

- a. These terms of business will apply to any instructions that you give to HLR Notary to carry out Notarial Services.
- b. Notarial Services will be provided to clients with professionalism and reasonable care and skill.
- c. HLR Notary will:
 - i) wherever possible, communicate how we will perform services to the client and the fee/cost basis;
 - ii) keep clients informed of progress made with your notarial requirements;
 - iii) advise clients of delays;
 - iv) give clients clear information about the costs of doing the notarial and legalisation work.
- d. It is the client's responsibility to:
 - i) fully understand the document(s) that they are signing in front of the Notary;
 - ii) provide HLR Notary with the required ID (see document entitled 'Identification'), verification of information and accurate detail regarding your affairs as requested;
 - iii) provide HLR Notary with sight of the documents to be dealt with (wherever possible including hard copies);
 - iv) inform HLR Notary of any change of circumstances.
- e. HLR Notary (and the activities of the Notary) is regulated by the Faculty Office of the Archbishop of Canterbury and authorised to perform notarial services in England and Wales. The Faculty Office contact details are: 1 The Sanctuary, Westminster, London SW1P 3JT, Tel: 020 7222 5381, Email: faculty.office@1thesanctuary.com, Website: www.facultyoffice.org.uk.
- f. The trading name 'HLR Notary' / 'www.hlrnotary.com' the Notary's use of HLR Notary has been previously notified to the Notaries Society and the Faculty Office.
- g. HLR Notary's ability to provide services is dependent on the clients' prompt provision of accurate information, documentation to be notarised and where applicable, funds to cover notarial service expenses. Delays, variation in instructions, and inaccurate information can impact both timescales and fees.
- h. The accuracy and completeness of any search made of Companies House, whether through an online search service or through a third party provider of Companies House is not the responsibility of HLR Notary.
- i. Corporate clients should nominate people to manage notarial matters internally on their behalf. These individuals will have authority to instruct the Notary and to bind the company as to fees.

2. Data Protection

- a. HLR Notary operates its notarial activities and the processing of client's personal data in accordance with Notarial Practice Rules issued by the Faculty Office, the Data Protection Act 1998 and GDPR.

- b. Client Information (including Notarial Register, personal and corporate ID, and copies of notarial acts performed) are stored electronically.
- c. Your records and copy documentation will be retained for a minimum of 6 years, and we maintain a notarial register permanently. We will store your file and paperwork for such a time as we judge reasonable and appropriate having regard to applicable law and regulation, after which time we are at liberty to destroy it permanently.
- d. We will communicate with clients by telephone, email and occasionally text or Facetime. We will not encrypt our outgoing communications to clients unless instructed to do so, and then on condition that we find a mutually acceptable encryption method, which is not cost disproportionate for HLR Notary.
- e. For notarial practice purposes (performance of notarial acts, legalisation and document coordination, billing and administration, compliance with our professional rules and regulations of the regulator) and in order for clients to receive communication from HLR Notary (ie. updates on notarial practice, FCO and embassy arrangements, relevant information and services of HLR Notary to support the international development, business growth and activities of the client), we retain the contact information of our notarial connections, which may include personal data, Please see our Privacy Notice.

3. Fees and Invoicing

- a. Please refer to the document entitled 'Fees' for further detail.
- b. HLR Notary will invoice you for the notarial activity, together with, translation fees, Companies House fees, FCO certification, and embassy formality fees (if applicable).
- c. The main disbursements are FCO (Apostille) fees, legalisation fees, legalisation agent/courier charges, travel costs, courier and special delivery charges.
- d. Unless we stipulate otherwise by email or invoice, fees are payable within 14 days of the date of invoice. First time clients will be required to pay our fees and charges at the appointment.
- e. Invoices will be sent by email. If a client requests that we upload or enter invoicing information into their own accounts system, we reserve the right to make an additional admin charge for each invoice.
- f. Late payment of the invoice may result in the Notary suspending further notarial services, retaining the clients' notarial documentation as a lien and/or applying interest at the rate of 5% above HSBC Bank base rate until payment is made. All other remedies are reserved. We reserve the right to withhold notarised documents until all fees and disbursements have been paid in full.
- g. If instructions are terminated for any reason, a reasonable charge will be made for all work carried out to date.
- h. Payment can be made by online transfer (bank account details available upon request), or by cash. In all cases payment must be made in sufficient time to allow for bank clearance before they are required/the payment date. International payments must be made to include any exchange rate/bank fees so that we receive the full amount of our invoice.
- i. Where possible we ask clients to arrange payments for Companies House charges, FCO fees, Legalisation (Embassy/Consulate) fees, courier and translator's charges direct. Where not feasible, then we may invoice you for monies on account prior to work commencing to cover these amounts.
- j. Any queries concerning an invoice should be raised immediately upon receipt.

4. Money Laundering

- a. HLR Notary are required under anti-money laundering regulations to make various enquiries of those signing documents to be notarised in their presence to help prevent terrorism, organised crime and money laundering. This legislation requires notaries to report suspicious transactions to law enforcement agencies. The enquires we make include proof of identity, residential address and capacity, as well as details of the source and proposed destination of funds or commercial strategy connected with the documentation to be notarised.
- b. You agree to provide all information we may ask you to supply.
- c. We are not responsible for any delay or loss clients may suffer as a result of the Notary complying with such anti-money laundering procedures and regulations.
- d. The Notary is entitled to refuse to act (or issue a restricted certification) if he has any concerns.

5. Termination of Retainer

- a. Client: you may terminate instructions to us in writing at any time. You will have no obligation other than to make payment of any outstanding invoices.
- b. HLR Notary: in the event of payment not being made for an invoice or on account as requested, or in the event of client insolvency, money laundering concerns, business integrity issues (including under the Bribery Act or FCPA), if a conflict of interest becomes apparent, or if a client fails to instruct HLR Notary properly, HLR Notary may decline to act any further.

6. Proof of Identity, Written Translation and Records

- a. Identification of individuals and corporate bodies is required. Please refer to the document entitled 'Identification' for further detail regarding this.
- b. Where documents are in foreign languages and you cannot confirm your fluent understanding of the document, we may have to ask for an official translation before and/or after execution of the document.
- c. At the end of the matter, an entry in our notarial register will be made of: date and nature of the notarial act, the person at whose request the act was performed, any person acting in a representative capacity and the fee charged. We may also keep a copy of our notarial act and the document we notarise.

7. Professional Indemnity, Limitation on Liability

- a. At your request we will dispatch documents on your behalf. Such documents are at your risk after we have delivered them to the postal service or courier.
- b. Embassies and government departments may in their discretion, delay or refuse to deal with your documentation. Occasionally they may damage your documentation. We are not responsible for the action (or inaction or delay) of these organisations.
- c. HLR Notary has in place professional indemnity and fidelity insurance cover, to comply with the Faculty Office minimum insurance coverage levels for any notarial acts performed by HLR Notary in England and Wales. This level of insurance coverage is the maximum liability of HLR Notary to the client in connection with our notarial services and in no circumstances will the liability of HLR Notary exceed £1,000,000.
- d. 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 advisors whom the client has consulted in relation to the matter as if the firm has 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.
- e. In any event, no liability whatsoever will be accepted where such liability either arises from:
 - i) any instructions or information given by the client, or by any third party being incomplete, inaccurate or incorrect;
 - ii) 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 notarial services provided 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;
 - iii) any cause beyond our reasonable control including industrial action, act of God, war, civil commotion or unrest, loss of recognition of a country's status or removal or closing down of a diplomatic mission or consular representation in London, terrorism (or threat of), theft, malicious damage, accident, failure or breakdown of machinery, systems, computers, extreme weather conditions, power failure or failure of telecommunications.
- f. A Notary's first duty is to the transaction as a whole.
- g. The 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. We will not advise clients on the effect of the documents that we are asked to authenticate so you

must obtain independent advice from a competent source as to the nature and purpose of the transaction that you are entering into. This is normally from foreign lawyers based in the country where the document is to be used. The Notary's capacity is in connection with the authentication of those signing documents or in respect of the confirmation of certain statements of fact or genuineness of copy documentation. These limitations will apply notwithstanding any express or implied term of business or any collateral agreement or warranty, whether express or implied.

8. General

- a. The copyright and IPR in any materials we produce for you, or applications you use as part of the provision of our services remain the property of HLR Notary. You are permitted to make use of those materials and applications only for the limited purposes for which they are created and such permission is conditional upon the client having paid our fees for those materials.
- b. The performance and benefit of our contract with you may be assigned by HLR Notary to any person who continues all or part of our business.
- c. Third party rights, including the Contract (Rights of Third Parties) Act 1999 are excluded to the extent permitted by law.
- d. We are proud of the clients we provide notarial services to. We reserve the right to publish online and in our marketing material the names of our business clients to whom we provide services and their testimonials.
- e. English law shall be the applicable law and the English courts shall have sole jurisdiction in any dispute. No liability will be accepted for any claim first brought in either the USA or Canada.
- f. We do not advise on foreign law or on the suitability or enforceability of the document the Notary is dealing with. The role of the Notary is one of an evidential and authentication capacity only. The Notary reserves the right to restrict or limit any notarial certificate of statement he makes.
- g. 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. As part of the process of accepting instructions from a client we are required to ensure that we properly identify the persons appearing before us and any corporate bodies.