

## **Mark Barnett – Notary Public (“ the Notary”)**

### **Terms and Conditions of Business**

1 **Scope** - These terms apply to all Notarial services provided to you , the client by Mark Barnett of 3<sup>rd</sup> Floor 38 Wigmore Street London W1U 2RU

2. **Regulation** -My Notarial practice only is regulated by the the Faculty Office of the Archbishop of Canterbury: The Faculty Office, [1 The Sanctuary, Westminster, London SW1P 3JT](#)

### **3. Identification**

3.1 Individuals will generally need to produce their original current passport or other official photo ID and separate proof of address in the form of an original bank statement or utility bill from within the last 3 months containing their current residential address.

If the appropriate ID documents are not produced to the satisfaction of the Notary then he may not be able to proceed with the matter.

3.2 Companies or other legal entities. Official up to date Evidence of good standing of the legal entity and of its current officers may need to be obtained or produced , depending on the jurisdiction of the legal entity

### **4. Documents in a Foreign Language**

Official translations may need to be obtained in some cases before the Notary is able to proceed.

### **5 Apostilles and legalisation**

Documents for most countries may need to be Apostilled or Legalised by the Foreign and Commonwealth and or the Foreign Embassy or Consulate in London. We can arrange this to take place for an additional fee on either an urgent or non-urgent basis.

Whilst the Notary may be able to advise the client generally regarding the requirements for Apostilling and Legalisation for the foreign jurisdiction concerned, it is the client’s responsibility to confirm these instructions with the receiving party and the Notary accepts no liability in this respect.

### **6. Delivery of Documents**

The Notarised documents will generally be available for collection from the office of the Notary. Where the client instructs the Notary to arrange delivery of the documents to the client or any third party, the client accepts that the Notary will not be responsible for completion of that delivery as a result of any third party involvement or any cause beyond his reasonable control.

### **6. Fees**

6.1 The Notary will provide a fixed fee quote for each matter based inter alia on the instructions and any copy documents received, the urgency and importance of the matter and his estimate of the likely amount of time he will spend on the matter.

6.2 Subject to any agreement to the contrary the agreed fees and disbursements and VAT ,will need to be paid at the time of the Notarial attendance , as set out in the Notary’s invoice and Notarised documents will not be released to the client and/ or any third parties, until such time as cleared funds have been received in settlement of the Notary’s invoice, subject to the appropriate rules relating to the right of lien.

## 7 Complaints

Please see the home page of my website for a link to the Complaints procedure:-

## 8. Data Protection

The Notary is registered with the Data Protection Commissioner and will comply with the terms of the relevant legislation and the specific Notarial Rules with respect to this area. Please see link below to the Notarys Privacy Policy :- { Insert link }

## 9. Limitation and Exclusions of Liability

**9.1 As the Notary operates within Statham Gill Davies Solicitors of 38 Wigmore Street, London W1U 2RU and under the terms of their insurance cover, the client agrees to pursue any claim in connection with the provision of Notarial or other services against the firm and not the Notary personally.**

**9.2 You agree that the maximum aggregate liability to you or to any third party in connection with any of the Notarial or other services provided to you, howsoever arising, shall be limited to £5,000,000 (including interest and costs). No liability will be accepted for any consequential, special, indirect or exemplary damages, costs or losses or any damages, costs or losses attributable to lost profits or opportunities.**

## 10. Acceptance of these Terms

Your continuing to instruct the Notary to act for you will amount to acceptance of these terms.

## 11 Law and Jurisdiction

These terms and the provision of the Notarial Services will be construed in accordance with the laws of England and Wales and in the event of any dispute the courts of England and Wales will have exclusive jurisdiction.

May 2018