

D'Aleo Public Notaries

Terms of Business

1. Scope of Agreement

1.1 About D'Aleo Public Notaries

D'Aleo Public Notaries (“**DPN**”) is the trading name of DPN LEGAL SERVICES LIMITED Company number 16487623 whose Director is Duilio D'Aleo a notary public in England and Wales.

Our telephone number is + 44 [079 07152254](tel:07907152254)

Our email is info@dpnotaries.co.uk

1.2 “We”, “our” and “us” in this document mean DPN, and “you” and “your” mean the person for whom we act;

1.3 The work we will be carrying out for you is referred to as “Services”.

1.4 These terms of business apply to all Services we provide to you.

1.5 These terms of business, along with any relevant written quotation or service agreement, together form the entirety of the contract between you and us (referred to as the “Agreement”).

1.6 Your continuing instructions to us after receipt of these terms of business mean that you understand, agree to accept these terms. We may accept your instructions either by confirming them in writing or by starting work on the Services, whichever is the earlier.

2. Important Regulatory Information

2.1 Service Information

D'Aleo Public Notaries supplies Services to individuals and businesses throughout England and Wales. For more information on the range of Services, their key stages and likely timescale, please visit our website, or email us.

2.2 Price Information

Our charges consist of Fees and Disbursements.

2.2.1 Fees

Fees are the professional fees that we charge for the Services and can either be a fixed amount for a specific service provision and/or they may be calculated by reference to the amount of time spent by our notary.

Our fees are subject to VAT, and all fees are provided inclusive of VAT. We charge a minimum fee for a notarial act of £60. This would apply to a notarisation of a simple document such as passport, certificate or one page letter. Any notarial Services that are more complex will incur a higher fee.

An individual fixed fee quote will be provided before any notarial work is commenced. If it is not possible to quote a fixed fee, we will provide you with the fee structure, applying a rate of £312 + VAT per hour, and further provide you with a proper estimate of the fee based on the information that you have provided at that time. When we calculate the estimate of the fees, we include the time incurred: in making and preparing for the appointment, travelling or waiting time, meetings with you and others, checking and dealing with any documents presented by you and any

instructions accompanying the documents, consideration and drafting of documents before, during or after meetings, attending to any amendments or completing any blanks in the documents, binding the documents securely, dealing with any special requirements or formalities of the receiving country, any correspondence or communications with you or your advisors, and the time required to complete our notarial records.

2.2.2 Disbursements

Disbursements are expenses and other costs that we may incur on your behalf as part of the supply of the Services and that we pass on to you.

Examples of Disbursements are apostilles issued by the UK Foreign and Commonwealth Office, legalisation services provided by Embassies and High Commissions, translation or interpretation fees, bank charges, and courier/ postage costs.

We will provide you with the best information available to us concerning the nature and amount of any Disbursements forming part of the Services. This information will be provided to you either at the start of the Agreement or, if that is not possible, prior to incurring on your behalf the applicable Disbursement.

2.3 Regulatory information

2.3.1 D'Aleo Public Notaries is regulated pursuant to the Legal Services Act 2007 by the Master of the Faculties through the Faculty Office of the Archbishop of Canterbury. Its address is The Faculty Office, 1 The Sanctuary, Westminster, London SW1P 3JT, its telephone: 020 7222 5381, and it can be reached by email at faculty.office@1thesanctuary.com. It also has a website at www.facultyoffice.org.uk.

2.3.2 We are required to comply with the rules of professional conduct and other regulatory arrangements of the Master of the Faculties, the sole regulator of notarial activities under the Legal Services Act 2007. Information about those rules and regulations may be found at <http://www.facultyoffice.org.uk/notary/i-am-anotary/notaries-rules-regulations/>.

2.3.3 We comply with the Code of Practice published by the Master of the Faculties: <http://www.facultyoffice.org.uk/notary/code-of-practice>.

2.4 Redress Information

We maintain professional indemnity liability cover, which is at least the minimum level of cover specified by the Master of the Faculties (presently £1 million). Our professional indemnity insurance is underwritten by HCC International Insurance Company PLC Fitzwilliam House, 10 St Mary Axe, London EC3A 8BF.

2.5 Complaint Procedure

We want to reassure you that we aim to provide all clients with efficient and high standard of services. However, in the unlikely event that you should wish to complain, please get in touch with us immediately so that we can do our best to resolve the problem for you.

2.5.1 In the first instance it may be helpful to contact us directly to discuss any concerns and we will do our best to resolve any issues at this stage. Our telephone number is + 44 (0)79 07152254 and email address is info@dpnotaries.co.uk

2.5.2 If we are unable to resolve the matter you may then complain to the Notaries Society of which we are a member, and who have a complaints procedure 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:

Christopher Vaughan

Secretary of The Notaries Society

PO Box 7655

Milton Keynes MK11 9NR telephone 01908 803527

Email: secretary@thenotariessociety.org.uk.

2.5.3 Finally, even if you have your complaint considered under the Notaries Society's Complaints Procedure, you may at the end of that procedure or after a period of eight weeks from the date you first notified us that you were dissatisfied, make your complaint to the Legal Ombudsman if you are not happy with the result. The Legal Ombudsman's contact details are:

Legal Ombudsman

PO 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:

a) within six months from the conclusion of the complaint process, and:

b) Within

– no more than six years from the date of act/omission, or

– no more than three years from when you should reasonably have known there was cause for complaint.

3. Scope of Services

3.1 We act impartially and independently and supply the Services with reasonable skill and care.

3.2 The scope of our Services is within the meaning of the reserved legal activities in accordance with the Legal Services Act 2007 and is limited to the Notarial formalities and appropriate incidentals.

3.3 You acknowledge that it is your responsibility to obtain appropriate legal advice from a suitably competent, sufficiently insured, and regulated lawyer concerning the effect of any document or transaction that you instruct us to authenticate, and you agree that we are entitled to rely on this acknowledgment.

3.3.1 Depending upon the circumstances we may be unable to act for you until you have obtained appropriate legal advice.

3.4 We shall complete the supply of Services within reasonable timescale, subject to the other terms of the Agreement.

3.5 We do not accept any kind of duty, liability, responsibility or obligation to you or to any other person in respect of the following:

- a) the suitability or validity of a notarial act issued by one of our notaries in any jurisdiction other than England and Wales, although we will use reasonable skill and care in complying with the requirements or specifications of that jurisdiction, provided they are expressly brought to our attention;

- b) advice or guidance on the law of any jurisdiction other than England and Wales, or;
- c) the legal consequences of your entering into a document or transaction that is to be authenticated by one of our notaries.

3.6 If any third party contractor is engaged by you directly, we are not responsible for any act or omission on their part.

4. Accepting and Declining your Instructions

4.1 Accepting your Instructions

In order for us to accept your instructions, you will:

- a) provide us promptly with all instructions, information and documents that we may reasonably request in order to provide the Services;
- b) provide us, so far as is relevant, with full and accurate information regarding your affairs, including information regarding any matters that may affect our ability to perform the Services (and this includes any developments in any matter on which we are acting for you, any change of name, address or country of residence and, in the case of a business client, any change in any of the details of its owners or managers);
- c) inform us if there is any significant change in your situation;
- d) where documentation is provided to us in bilingual format or otherwise with a translation into English, take all reasonable steps to ensure that the translation is complete and accurate;
- e) take all reasonable steps to ensure that all information provided to us is accurate, clear, complete and kept up to date;
- f) draw expressly to our attention any aspect of your instructions that is of special or particular importance to you;
- g) provide us only with information that can be lawfully provided to us without infringement of the legal entitlements of any other person; and
- h) ensure that any person who provides information on your behalf is fully authorised by you to do so.

You agree that we are entitled to rely on you to perform each of the obligations in this clause.

4.2 Declining your Instructions

If you do not provide relevant information that we have reasonably requested or if you give us incomplete or incorrect information:

- a) we may at our election either end the Agreement or seek to agree with you an additional reasonable charge compensate us for any extra work that is required as a result; and
- b) We will not be responsible for supplying the Services late or not supplying any part of the Services if this is caused by you not giving us the Client Information that we need within a reasonable time.

5. Ways of Communication

5.1 Available Ways of Communication

Our general contact details and available ways of communication are provided in clause 1 of these terms of business. Please let us know if you have any special requirements in that regard.

5.2 Electronic Communication

We use means of electronic communication, unless you specifically instruct us not to do so. Please note that we have limited, if any, control over the data or documents you choose to store or send to us using electronic communication and cannot guarantee its confidentiality. If you choose to

use electronic communication to contact us or if you provide us with your details for the means of electronic communications, we will assume that you accept this risk and you impliedly allow us to communicate to you this way.

5.3 Encrypting Emails

We will not encrypt our outgoing emails, unless you specifically instruct us to do so and we all are able to agree and implement a mutually acceptable encryption method.

6. Limitation of Liability

6.1 Our maximum aggregate liability to you for any kind of breach of contract, breach of duty, negligence or other fault on our part, arising out of or in connection with the supply of the Services under the Agreement, shall be limited to £1,000,000.

6.2 We shall not be liable to you to the extent that we are unable to perform our Services, or perform the Service with delays as a result of any cause beyond our reasonable (“Force Majeure”). In the event of any Force Majeure affecting us, we shall notify you as soon as reasonably practicable.

6.3 Rights as a consumer as defined in the Consumer Rights Act 2015 shall not be adversely affected by the Agreement to the extent prohibited by the Act.

6.4 Nothing in the Agreement shall limit or exclude our liability to any person for fraud or dishonesty, or for death or personal injury resulting from our negligence.

6.5 In view of the exclusions and limitations of our liability in the Agreement, you should consider taking out your own insurance in respect of those risks for which we exclude or limit our liability.

6.6 Nothing in the Agreement shall operate to limit or exclude our liability to you or to any other person other than to the extent permitted by any applicable law.

7. Payment of Charges

7.1 Payment in Advance

We may ask you to pay all or part of our Charges (including Disbursements yet to be incurred) prior to commencing work on your instructions or prior to completing the work. Your refusal to make such a payment constitutes a good reason for us to terminate the Agreement.

7.2 Responsibility for payment of our Charges

a) You are solely responsible for the payment of our Charges, even if you expect or inform us that a third party may be paying us. We do not assume any responsibility (whether in contract, tort or otherwise) to such a third party, unless we expressly agree in writing to do so.

b) Where we act for more than one person, each such person is jointly and severally responsible for paying our Charges.

7.3 Currency

Our Charges are payable in pounds sterling only (GBP).

7.4 Billing

Unless we have requested payment of our Charges in advance of work being commenced or completed, we will bill you when we have completed our Service.

7.5 Cancelled Appointment

We reserve a right to charge for the appointments that are cancelled less than 24 hours or for appointments to which clients do not turn up. We usually charge the minimum fee of £60.

7.6 Payment of our Charges and termination of this Agreement

If our Agreement is terminated before completion, we will charge you a fair and proportionate amount for any work actually carried out.

7.7 Non-payment of our Charges

We reserve the right to suspend or terminate our Services if any undisputed part of our Charges is not paid within 30 days of its due date.

We may retain any of your documents or property that have properly come into our possession whilst our Charges remain unpaid.

8. Termination of our Agreement

8.1 Your Right to Terminate

You may terminate the Agreement at any time, and at any reason, provided that you will deliver to us a notice in writing confirming when you wish the Agreement to end.

8.2 Our right to Terminate

We may terminate the Agreement by delivering to you notice to that effect only if we have a good reason to do so. Examples of good reasons include, but are not limited to:

- a) a complete breakdown in trust between you and us;
- b) a material breach on your part of the terms of the Agreement;
- c) your failure to pay our Charges when they fall due;
- d) your failure to pay any sum that we may request on account of our anticipated Charges;
- e) your failure to provide accurate, clear, complete or prompt instructions;
- f) where our regulatory or legal obligations require us to do so (including under any applicable legislation concerning anti-money laundering, the proceeds of crime, and terrorist financing).

8.3 Effect of Termination

In case of termination of the Agreement we are released from obligation to supply our Services to you, and you will be liable to compensate us for any work that has been carried out up to that moment by paying a proportionate amount of the fees agreed for the whole work and the full amount of any disbursements. Termination of the Agreement shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued at the time of termination.

9. Consumer Rights

If you are instructing us as a consumer, there are some key legal rights that we need to provide for. For detailed information, please visit the Citizens Advice website

<https://www.citizensadvice.org.uk/>;

- a) You can ask us to repeat or fix a service if it is not carried out with reasonable care and skill, or receive some money back if we cannot fix it;
- b) If you have not agreed a price beforehand, what you are asked to pay must be reasonable;
- c) If you have not agreed a time beforehand, Services must be carried out within a reasonable time.

9.1 Cancellation of the Agreement by Consumer Client

Pursuant to the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013, if you are a consumer and we have accepted instructions from you that were given by:

- a) telephone or;
- b) electronic means or;
- c) at a meeting away from our registered office, 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 signed 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.

10. Data Protection

10.1 “Data Protection Legislation” shall mean all applicable laws relating to data protection and privacy including (without limitation) the Data Protection Act 2018, the EU General Data Protection Regulation (2016/679), the UK General Data Protection Regulation, the EU Privacy and Electronic Communications Directive 2002/58/EC as implemented in each jurisdiction, and any amending or replacement legislation from time to time;

10.2 “Customer Personal Data” shall mean all personal data (as defined in the Data Protection Legislation) controlled by Customer which is processed by the Supplier in connection with the Services.

10.3 When we carry out our Services, we are required to make an entry in a formal register, which is kept as a permanent record. We will retain a copy of the notarised documentation within that record. Any data collected as part of notarial records is used solely for the purposes of meeting our professional legal responsibilities as Notaries Public.

10.4 Personal data received from you is held securely and not capable of being accessed externally.

10.5 You can find more information about how we process personal data in our Privacy Notice.

11. Disclosure of copies of records of notarial acts

You acknowledge and agree that in accordance with the Notaries Practice Rules 2019, a copy of a notarial act in the public form or the record of a notarial act in private form preserved by us may, upon payment of a reasonable fee, be issued by us to any person or authority having a proper interest in the act.

Under our Data Retention Policy and in accordance with the Notaries Practice Rules 2019, copies of notarial acts in the public form are preserved indefinitely and records of notarial acts in private form are preserved for 13 years.

12. Interpretation and Applicable Law

12.1 Variations to the Agreement

From time to time, it may be necessary to amend or supersede these terms by new terms. When this is the case, we will notify you of the changes and, unless we hear from you to the contrary no later than 14 days after such notification, the amendments or new terms will apply from the end of that period.

12.2 Third Party Rights

From time to time, it may be necessary to amend or supersede these terms by new terms. When this is the case, we will notify you of the changes and, unless we hear from you to the contrary no later than 14 days after such notification, the amendments or new terms will apply from the end of that period.

12.3 Severability

If any provision shall be declared to be invalid or unenforceable in any respect, the validity and enforceability of the remaining provisions shall not be impaired.

12.4 Applicable law and the jurisdiction of the courts

The law that governs this Agreement is the law of England and Wales and all parties agree to submit any difference related to our Services to the exclusive jurisdiction of the Courts of England and Wales.