

BACKHOUSE JONES LIMITED – NOTARY SERVICES TERMS OF BUSINESS

These terms set out the basis upon which we will act for you. They are of general application. We set out in a separate Engagement Letter specific terms applying to the particular matter on which you have instructed us, including, for example, details of who is responsible for your work, how we will charge you for the work we complete and the amount of any payment on account we require before we start work on your matter. The Matter Engagement Letter and these terms should be read together.

1. People responsible for your work

We set out in the Engagement Letter the name and status of the individual with day to day responsibility for dealing with the matter, and the name of the supervising Director responsible. From time to time, where appropriate or necessary, we may involve other fee-earners and if so, we will tell you their names and (if appropriate) their hourly rate. We try to avoid changing the people responsible for your work but if that becomes necessary, we will inform you promptly of any change. At all times we endeavour to carry out work at an appropriate level in terms of skill and cost.

2. Service standards

- We will regularly update you by telephone or in writing with progress on your matter.
- We will communicate in plain language
- We will explain to you by telephone or in writing the work required as your matter progresses
- We will update you on the likely timescale for each stage of this matter and any important changes in those estimates.

3. Responsibilities

- Our responsibilities

- We will review your matter regularly
- We will treat you fairly and with respect

- Your responsibilities

- You will provide us with clear, timely and accurate instructions
- You will provide all documentation required to complete the matter or transaction in a timely manner.

4. Benefit of Advice

We will not give advice on a matter or document you bring to us. Our role is the provision of notarial services.

If you instruct Backhouse Jones Solicitors on a separate, non-notarial matter, unless otherwise specifically agreed by us, any advice given by us in the course of our engagement:

- (a) Is only for your benefit;
- (b) May not, without our prior written consent, be
 - a. Relied upon by another person;

- b. Disclosed by you, except to your employees or agents who normally have access to your papers and records on the basis that they will make no further disclosure; or
 - c. Quoted or referred to in a public document or published in any publication;
- (c) Is strictly limited to the matters stated in it and does not apply by implication to other matters;
- (d) Is given as at the date of delivery of the letter or other oral, written or electronic communication containing that advice.

Unless we have specifically agreed otherwise, we will not be bound to notify you of any changes in the law following the date on which the advice was given.

5. Retainer Limitations

Unless we have prepared the documents, our role is limited to ensuring that they are signed in accordance with the requirements of the country in which they will be used. This will include establishing your identity and that you understand the documents as well as their effect and that you wish to be bound by them.

We will not undertake the following work, unless we specifically agree otherwise. You should consider obtaining advice on these areas independently:

- Marketability
- Valuations
- Investment issues
- Personal, corporate or specialised tax advice
- Environmental matters
- Planning matters
- Unless we have prepared the documents, no legal advice is given in connection with them, and you must rely on other solicitors representing you. We are not qualified to advise on any law other than the law of England and Wales.

6. Reserved Legal Activities

Our Notary provides only notarial services and does not provide reserved legal activities or other legal activities. Backhouse Jones Solicitors provide both reserved legal activities and other legal activities, this includes the provision of a client account used by the Notary.

7. Hours of Business

Our normal hours of business are 9.00am to 5.00pm Monday – Friday. Messages can be left on the answer phone outside those hours and appointments can be arranged at other times if necessary. We are closed on all bank holidays.

8. Charges, expenses and VAT

Details of our charges, expenses, also known as disbursements and VAT are specific to your case and are set out in detail in the Matter Engagement letter which accompanies this document.

If your document is in another language, we need to be satisfied as to its meaning and this may incur an additional cost to translate the document, it does not prevent us from authenticating the execution or signature of a document in any language.

In addition to our charges, payments may have to be made to the Foreign and Commonwealth Office (FCO), foreign consulates, Companies House and postal or courier companies.

8.1 Handling Client Money

Where we hold funds on your behalf for any reason and you owe us money in any matter, we reserve the right to use such funds in settlement.

8.2 Cash

Our firm's policy is not to accept cash payments over £500 except with the specific agreement of one of the Directors. Please arrange for alternative methods of payment to be used such as cheque or bank transfer.

If you try to avoid this policy by depositing cash directly with our bank, we may charge you for any additional checks we decide are necessary to prove the source of the funds.

Where we pay money to you it will be paid by bank transfer, not in cash. Payments by bank transfer or which involve a conversion into foreign exchange will incur a fee, details of which are available on request. We will only make a payment to a third party if we have your express authority and we are satisfied as to their identity. We also reserve the right to refuse to accept any payment from a third party.

8.3 General

We will add VAT to our charges and disbursements (where applicable) at the rate which applies when the work is done, or disbursements incurred. At present, VAT is 20%.

If we do not complete the work, we will charge you for the work done and disbursements incurred.

8.4 Bills

Please contact the fee-earner responsible for your matter straightaway if you have any query about your bill or fee estimate.

We accept payment for our services by cheque, credit or debit card or bank transfer. Please note you will be responsible for the payment of any charges in respect of bank transfers.

If we hold money on your behalf, we will usually deduct any outstanding fees and other expenses from such a sum before making payment to you.

8.5 Payment of interest

Any money received on your behalf will be held in our client account. Interest on funds held in the general client account will be paid where it is fair and reasonable to do so, subject to a de Minimis limit of £50.

Where we hold funds on your behalf in a designated deposit account, we will account to you for all interest received in respect of that account.

9. Banking Crisis

In the unlikely event of a banking collapse or crisis, we will not be liable for losses resulting from a banking failure. Client monies are held in the Co-Op bank. Please note that the £85,000 FSCS (Financial Services Compensation Scheme) limit applies to the individual client, and so if you hold other personal monies yourself in the same bank or banking group as the firm's client account, the limit remains £85,000 in total. Some deposit taking institutions have several brands, i.e. where the same institution is trading under different names. You should check either with your bank, the FSA or a financial adviser for more information. The FSCS has special rules which cover temporary high balances held in client accounts. Any client account which holds more than £1,000,000 is not covered under these rules. We will seek consent for the disclosure to the FSCS of your details in the event of a deposit taking institution failure.

10. Money Laundering and Terrorist Financing

The Money Laundering Regulations require us to obtain satisfactory evidence of the identity of our clients and, where there is a beneficial owner who is not a client, the beneficial owner before we undertake any work.

To comply with the law, we need to obtain evidence of your identity as soon as possible. Our practice is to obtain an Electronic Data Verifying Report for all individuals and Companies we are instructed by, together with such other related parties to whom the firm is required to pay monies. This is not a credit check. In certain types of cases we will also ask you to provide us with documents, such as a passport or driving licence, to verify your identity and address, if appropriate these requests are set out in the accompanying letter.

Please be aware we cannot start work for you unless and until you have provided such evidence to us. We reserve the right to refuse to act for you if we are not satisfied as to your identity.

Exclusion of Liability

Any liability we may have to you in contract or negligence arising out of our compliance with the Money Laundering Regulations 2007 and related anti-money laundering legislation is hereby excluded.

11. Data Protection, Privacy and Confidentiality

We are professionally and legally obliged to keep your affairs confidential. However, we may be required by statute to make a disclosure to the National Crime Agency where

they or we know or suspect that a transaction may involve money laundering or terrorist financing. If we make a disclosure in relation to your matter, we may not be able to tell you that a disclosure has been made. We may have to stop working on your matter for a short period and may not be able to tell you why.

The Foreign Account Tax Compliance Act (FATCA) is US legislation designed to ensure that US citizens disclose their worldwide income to the US tax authority. The FATCA regime requires certain financial institutions to identify and report (to HMRC) payments made to a specified US person, or a non-US entity with one or more persons with control who are specified US persons. In certain limited circumstances in order to comply with the law we may have to share some of your information, including your FATCA status and, if applicable, your Global Intermediary Identification Number (GIIN) with financial institutions. It may also be necessary in limited circumstances for us to report payments to HMRC which we will explain, should the need arise.

We use a pooled client account facility for banking client monies. This means we may need to pass information and documents relating to your identity to the bank. This is because when your money is held in our client account you are classed as a beneficial owner.

Our regulator and external firms or organisations may conduct audit or quality checks on our practice from time to time. They may wish to audit, or quality check your file and related papers for this purpose. It is a specific requirement imposed by us that these external firms or organisations fully maintain confidentiality in relation to any files and papers which are audited/quality checked by them.

Your files may also be reviewed in a due diligence exercise relating to the sale or transfer of all or part of our business, the acquisition of another business by us or the acquisition of new business. If you do not wish your file to be used in this way, please let us know as soon as possible.

Full details are contained in our data protection and privacy policy which can be found on our website at www.backhousejones.co.uk/privacy-policy/. A copy of both documents is also available on request.

12. Distance Selling

If we have not met with you, the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 may apply. This means that you have the right to cancel your instructions to us within fourteen working days of receiving this letter. You can cancel your instructions by contacting us by post, fax or email to this office. Once we have instructed us to start work on your file, you may be charged if you then cancel your instructions. If you would like us to commence work on your file, please sign, the attached engagement letter, and return it to this office by post, fax or email. If we have not met with you, we cannot commence work on your file until we have your signed Matter Engagement letter.

13. Fraud and Cyber Crime

We will usually communicate with you by telephone or email. Our e-mail is unencrypted. Whilst we take all reasonable security measures, there is a risk of interception. We cannot accept responsibility for any loss arising from a third-party gaining access to e-mail between us. We will assume that you consent to the use of e-mail unless you tell us in writing that you do not.

Due to the risk of cyber crime we will never notify you of a change of bank details by email.

It remains your responsibility to ensure the security of any documentation you send to us by post. Unless we receive such documentation in our offices, we accept no responsibility for its loss or destruction. You may wish, when sending us confidential documents or ones which provide personal data, to send them via registered post or courier, at your expense.

14. Equality and Diversity

We are committed to promoting equality and diversity in all its dealings with clients, third parties and employees. Please contact us if you would like a copy of our policy.

15. Anti-Bribery & Tax Evasion

We have policies in relation to bribery, corruption and tax evasion. We have a zero-tolerance approach to bribery, corruption or tax evasion whether undertaken by our firm, our staff, our associates or any of our clients. We reserve the right to decline or terminate your instructions if you instruct us to engage in any of these activities.

16. Storage of papers and deeds

After completing the work, we will keep all your papers and documents whilst money is owing to us. A Notary will keep your file of papers or a copy for:

1. a minimum of twelve years (private documents) from the date of the final bill, when we will destroy them securely or
2. in perpetuity (public documents).

The retention periods are set by the Faculty Office of the Archbishop of Canterbury. The Faculty also stipulates that a Notary, not Backhouse Jones must hold your papers and documents securely. This means, if our Notary leaves our firm or ceases work as a Notary your papers will be passed to another authorised Notary.

We will not destroy documents you ask us to deposit in safe custody such as deeds or wills.

We do not make a charge for retrieving stored papers or deeds in response to continuing or new instructions to act for you. However, we may charge you for copying papers that are requested, reading correspondence or other work necessary to comply with your instructions.

17. Termination and Abortive Transactions

You may terminate your instructions to us in writing at any time. For example, you may decide you cannot give us clear or proper instructions on how to proceed, or if you were to lose confidence in our work.

We are entitled to keep all your papers and documents while money is owing to us.

We will decide to stop acting for you only with good reason (for example if a conflict of interest should arise, or if you do not pay an interim bill or comply with a request for payment on account) and on giving you reasonable notice.

If the matter does not proceed (whether we are working on a fixed fee or not) we will submit a bill for the work done up to that point in your matter. The bill will be such sum as is reasonable having regard to the amount of work done and will include other expenses we have paid or agreed to pay on your behalf, plus VAT where applicable.

18. Your queries, concerns and feedback

18.1 Queries, concerns or complaints

We are confident that we will give you a high-quality service in all respects. However, if you have any queries or concerns about our work for you, or about any bill raised by us, and you wish to make a complaint, please raise the matter first with the person having day to day responsibility for the matter. If that does not resolve the issue to your satisfaction or you would prefer to speak to somebody else, please contact the firm's client care Director, Andrew Woolfall on 01254 828300 or by email at andrew.woolfall@backhouses.co.uk A copy of our complaints procedure is available on request or on our website at www.backhousejones.co.uk

If you are not satisfied with our handling of your complaint or if we are unable to resolve it, you can ask the Notaries Society, of which we are members, to consider the matter under the Notaries Society Approved Complaints procedure. They can be contacted at:

The Notaries Society,
Old Church Chambers, 23 Sandhill Road,
St James, Northampton. NN5 5LH
Email: secretary@thenotariessociety.org.uk

If, having used the Notaries Society Approved Complaints Procedure, you are not happy with the result, you can, at the end of that procedure, make a complaint direct to the Legal Ombudsman. They can be contacted at:

The Legal Ombudsman,
PO Box 6806,
Wolverhampton WV1 9WJ
Email: enquiries@legalombudsman.org.uk
Tel: 0300 555 0333
Website: www.legalombudsman.org.uk

If you choose not to use the Notaries Society Complaints Procedure you may still refer the matter directly to the Legal Ombudsman after a period of eight weeks from the date you first made the complaint to us.

A complaint to the Legal Ombudsman must be made within six months from the conclusion of the complaint process.

18.2 Your Feedback

We are constantly striving to improve the quality of our service. We would welcome and value any comments, good or bad, verbally or in writing, which you can give us

regarding the service provided. We regard this feedback as key to our future success. Please direct all comments to Andrew Woolfall, Client Care Director at: andrew.woolfall@backhouses.co.uk

19. Liability

We will provide notarial services to you with reasonable skill and care and we acknowledge that (subject to other exclusions and limitations in this agreement) we will be liable to you for losses, damages, costs or expenses ("Losses") caused by our negligence or wilful default. Our responsibility shall only extend to the notarial services we provide on matters which you have instructed us on.

We will be reliant upon you for the accuracy of the information or documentation you provide. We will not be liable for any losses caused wholly or in part by the provision by you of false, misleading or incomplete information or documentation due to the acts or omissions of any person(s) other than Backhouse Jones. Where you have concerns it is your responsibility to advise us.

Our liability to you for a breach of your instructions is limited to £1,000,000 including interest, legal costs and expenses unless we expressly state a higher amount in the letter accompanying these terms of business. We will not be liable for any consequential, special, indirect or exemplary damages, costs or losses or any damages, costs or losses attributable to lost profits or opportunities. Neither will we be held liable for any costs or losses attributable to fraud perpetrated by any person, whether a party to this transaction or not.

Where we post documents, we are not responsible for their loss, or other direct or indirect losses, that you may incur as a result of them going missing or becoming delayed or damaged whilst in transit.

We can only limit our liability to the extent the law allows. We cannot limit our liability for death or personal injury caused by our negligence.

Please ask if you would like us to explain any of the terms above.

The firm holds indemnity insurance. If you require further information in relation to this, including details of our insurer and territorial coverage of the policy, please contact the Client Care Director, Andrew Woolfall on 01254 828300 or by email on andrew.woolfall@backhouses.co.uk

20. Client's with additional needs

If you are unable to attend at our office due to a personal disability, we can arrange to see you at your home or other place where we can conveniently meet.

21. Limited Companies

When accepting instructions to act on behalf of a limited company, we may require the Directors and/or controlling shareholder to sign a form of personal guarantee in respect of the charges and expenses of this firm. If such a request is refused, we will be entitled to stop acting and to require immediate payment of our charges on an hourly basis and expenses as set out earlier.

22. Limitation of Third-Party Rights

This agreement is not intended to create any right enforceable by a person who is not a party to this agreement.

23. Applicable Law

Any dispute or legal issue arising from our terms of business will be determined by the law of England and Wales and considered exclusively by the English and Welsh courts. This applies even if you or your business (or any part of it) are resident, domiciled or situated in a Country other than England or Wales or the case concerns persons, organisations or property situate outside the jurisdiction of England and Wales or where we take any steps on your behalf, or incur any liability of expense, outside the jurisdiction of the Courts of England and Wales.

24. Additional Information

We are authorised and regulated by the Faculty Office of the Archbishop of Canterbury based at:

The Faculty Office,
1 The Sanctuary,
Westminster, London. SW1P 3JT.
Tel: 020 7222 5381
Email: faculty.office@1thesanctuary.com

We are also regulated by the Legal Ombudsman.

25. Agreement

The Engagement Letter sets out the basis upon which you accept our terms, and unless otherwise agreed, shall apply to any future instructions given to you by this firm.

26. Cookies

Our data protection and privacy policy can be found on our website at www.backhousejones.co.uk/cookie-policy/

Dated: January 2020