

Terms and Conditions (effective 13 September 2023)

1. Background

- 1.1. Dawn Stallwood is a Notary Public ('the Notary') practising in England & Wales through her company, Company Notary Ltd ('CNL').
- 1.2. CNL has two divisions or brand identities:
 - 1.2.1. **Company Notary**: a mobile notary service for businesses, companies and organisations, their executives and management teams, and stakeholders.
 - 1.2.2. **Family Office Notary**: delivering a highly personalised and agile service to families who require a service of distinction, where professionalism and discretion is assured. We work with individuals, couples, and families, together with their EA/PAs, family and investment offices, trust companies, asset and wealth management firms, property, legal, tax and accounting advisors.
- 1.3. CNL, through Dawn, and via engaging the consultancy services of Iain MacLeod and other independent notaries, perform notarial acts for CNL and Floodlight clients (**CNL Notaries**). The notarial acts of CNL Notaries are covered under the insurance arrangements for CNL.
- 1.4. CNL (and CNL Notaries) also perform notarial acts directly to clients of CNL, but also as a contractor to Floodlight Business Limited (**Floodlight**). Floodlight provides an international documents service for its business, organisation and clients and their executives as part of its integrity platform.
- 1.5. Floodlight supports CNL (and CNL Notaries) with billing, practice management, legalisation and administration requirements.
- 1.6. These terms apply to all notarial services undertaken by CNL (and CNL Notaries), whether the client engages directly with CNL or through Floodlight.

2. Notarial Service

- 2.1. These Terms of Business will apply to any future instructions CNL or Floodlight receives to perform (or arrange) Notarial Services unless otherwise notified by email.
- 2.2. Notarial services will be provided to clients with professionalism and reasonable care and skill.
- 2.3. Personnel at CNL will:
 - 2.3.1. Wherever possible, communicate how we will perform services to the client and the fee / cost basis.
 - 2.3.2. Keep the client informed of progress made with the client's notarial requirements.
 - 2.3.3. Advise the client of delays, where possible with explanation.
 - 2.3.4. Give the client clear information about the costs of doing the notarial and legalisation work.
- 2.4. It is the client's responsibility to:
 - 2.4.1. fully understand the document(s) they are signing in front of the CNL Notary;
 - 2.4.2. provide the CNL Notary with the required ID (photo ID and address) and verification information and accurate detail regarding the client's affairs as requested, which may extend to information relating to financial/trade sanction implications as well as anti-money laundering information;
 - 2.4.3. provide the CNL Notary with advance sight of the documents wherever possible (and hard copies if requested).
 - 2.4.4. tell the CNL Notary if the client's situation changes.
- 2.5. CNL (and the activities of each CNL 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, Tel02072225381 Email: faculty_office@1thesanctuary.com Website: www.facultyoffice.org.uk.* The trading name 'Company Notary' / www.companynotary.com, and 'Family Office Notary / www.familyofficenotary.com' the Notary's use of Company Notary Ltd and the arrangements in place with Floodlight have been previously notified to the Notaries Society and Faculty Office and approved.
- 2.6. Our ability to provide services is dependent on the client's prompt provision of accurate information, documentation to be notarised and where applicable funds to cover notarial service expenses incurred. Delays, variation in instructions and inaccurate information can impact both timescales and fees.
- 2.7. The accuracy and completeness of any search made of Companies House is not CNL responsibility.
- 2.8. If instructed via a law firm or other advisor, we will invoice the firm or advisor as our instructing client unless we agree otherwise.
- 2.9. We have a focussed approach to service and our services are provided on a mobile basis to give additional support and client service to Clients. Corporate clients and family offices should nominate people to manage notarial matters internally on their behalf. These individuals will be taken to have authority to instruct our notaries and to bind the company they represent as to fees.

3. Remote notarisation

- 3.1. The CNL Notary may determine in her/his absolute discretion (adhering to professional guidance and regulation) whether the use of electronic signature platforms or remote technologies (such as Teams or Zoom) in performing notarisation is appropriate in a particular case.
- 3.2. Remote notarisation will only be used in instances where the CNL Notary:
 - 3.2.1. has established relationships with the client and signatory;
 - 3.2.2. has identified the signatory either previously or to a sufficiently high standard using remote technologies (including real-time presentation of ID on the video call);
 - 3.2.3. has control of the electronic signature platform account and this is the only person or in person platform used for electronic notarisation of documents;
 - 3.2.4. has previously received a copy of the documentation to which notarial acts are to be performed;
 - 3.2.5. is satisfied as to the client's understanding of the matter, free will and capacity;

3.2.6. is satisfied that remote notarisation (and digital signatures of the signatory and/or notary) will be acceptable to the receiving country (nor prevent FCO, an embassy or consulate from legalisation).

- 3.3. Remote notarisation: the notary will require the hard copy of the signed document to be sent to the CNL Notary's nominated address if an original notarial seal and stamp to be added. This is the responsibility of the client to arrange.
- 3.4. A CNL Notary will not authenticate a document to which a remotely located individual has affixed their electronic signature unless a video conference is held with the individual.
- 3.5. Remote notarisation carries the same, if not more professional risk to the notary and CNL; as such, remote notarisation will not result in a discounted fee.
- 3.6. We reserve the right to retain as evidence of the remote meeting a recording of any video conference and/or screen capture photographs of the individual who is signing remotely and retain the same for an appropriate period having regard to the Notaries Practice Rules, anti-money laundering legislation and guidance, all as in force from time to time.

4. **Data Protection**

- 4.1. Floodlight and Company Notary are registered under the applicable UK Data Protection legislation as data controllers in respect of information processed in the performance of notarial acts and legalisation services. We operate our notarial activities and the processing of client personal data in accordance with Notarial Practice Rules issued by the Faculty Office, and applicable UK Data Protection legislation.
- 4.2. Since 1 November 2017, client information (including Notarial Register, personal and corporate ID and copies of notarial acts performed) are stored electronically using Dropbox for Business. Notarial acts prior to this are recorded either on Floodlight computer equipment (and archived to a separate hard drive) or in paper files, in a secure environment.
- 4.3. From 2024 onwards, CNL will be making use (direct or via Floodlight) of a virtual practice management system, called '*Mobile Notary Register*' (MNR) to manage enquiries, creation of quotations, client onboarding, appointments, legalisation requirements, register keeping, certificate creation, KYC and diligence, as well as contact management and integration with our financial system XERO. MNR has been developed by a wholly owned subsidiary of Floodlight (Mobile Notary Register Limited). Copy notarial acts and ID will continue to be held on Dropbox as well as on the UK server used by MNR.
- 4.4. Signatory ID and records and copy notarised documentation will be retained for a minimum of 6 years and we maintain a notarial register permanently (which includes a copy of your invoice as the narrative in the invoices provides the detail of your notarised documents and a unique reference number). We will store your file and paperwork for such time as we judge reasonable and appropriate having regard to applicable law and regulation and our duties as a notary, after which time we are at liberty to destroy it permanently.
- 4.5. We will communicate with clients by telephone, email, WhatsApp, text, Facetime, IM, Teams, and Zoom. We will not encrypt our outgoing communications to clients unless instructed to do so and then on condition as find a mutually acceptable encryption method, which is not cost disproportionate for Company Notary or of Floodlight.
- 4.6. For notarial practice purposes (performance of notarial acts, legalisation and document co-ordination, billing and administration, compliance with our professional rules and regulations of the regulator) and in order for client to receive communication from Floodlight and Company Notary (i.e. updates on notarial practice, FCO and embassy arrangements, relevant information and services of Floodlight and Company 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.
- 4.7. Please see our Privacy Policy available from our website or by email request to the Notary which is incorporated by reference into these terms of business and will be accessible as a link on our MNR generated quotations and enquiries.
- 4.8. Floodlight provides commercial development, facilitation, coaching, integrity practices, contract management, negotiation support and international development for its clients. Information on these services may be provided to the client if deemed appropriate to the clients' business activities and requirements. www.floodlightbusiness.com. Separate terms of business will apply.

5. **Complaints**

- 5.1. If you are dissatisfied with the service provided, please raise this with the CNL Notary.
- 5.2. If you remain dissatisfied, please contact Dawn Stallwood as the managing director of CNL (dawn@companynotary.com).
- 5.3. If Dawn is unable to resolve the issue, please contact The Notaries Society of England and Wales who have a Complaints Procedure which is 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: Secretary of The Notaries Society, Old Church Chambers, 23 Sandhills Road, St James, Northampton NN5 5LH Email: secretary@thenotariessociety.org.uk Tel: 01604 758908 If you have any difficulty in making a complaint in writing, please do not hesitate to call the Notaries Society/the Faculty Office for assistance.
- 5.4. Finally, even if you have your complaint under the Notaries Society Approved Complaints Procedure, you may at the end of that procedure, or after a period of 8 weeks from the date you first notified the Notary that you were dissatisfied, make your complaint to the Legal Ombudsman, if you are not happy with the result: Legal Ombudsman, PO Box 6806, Wolverhampton WV1 9WJ, Tel: 0300 555 0333 Emails: enquiries@legalombudsman.org.uk www.legalombudsman.org.uk
- 5.5. If you decide to make a complaint to the Legal Ombudsman*, you must refer your matter to the Legal Ombudsman within one year from the act/omission or within one year from when you should reasonable have known there was cause for complaint.
- 5.6. *Please note that certain commercial entities are not eligible to make a complaint to the Legal Ombudsman - please refer to the Legal Ombudsman Scheme Rules or consult the Faculty Office.

6. **Fees**

- 6.1. These rates are applicable until 31st March 2024.
- 6.2. Fees are calculated using a scale which is reviewed from time to time. Increases in our fee scale are published annually via an update to these Terms.

- 6.3. We have Framework Agreements and SLA's for our regular corporate clients, which take precedence over these terms and financial arrangements.
 - 6.4. Wherever possible, we will give you confirmation by email, text, or telephone prior to the appointment of our fees and applicable expenses/disbursements. Once MNR is live, our quotation will provide this information, as well as appointment guidance. We try to work with a fixed fee for clients wherever possible. If this is not possible, we will provide an estimate of fees, disbursements, and expenses to provide clients with certainty.
 - 6.5. Notarial practice guidelines state fees should be fair and reasonable. In assessing this the Notary may have regard to all the wider circumstances. As such Company Notary fees may also include an additional element reflecting other factors including time spent, value, importance, flexibility, urgency, speed, complexity, or special skills.
 - 6.6. We provide an end-to-end service and work on a fully mobile, agile and responsive service (including before and after usual working hours and weekend appointments). Unless otherwise agreed, charges are based on a minimum notary appointment charge of £300 excluding VAT, assuming no more than two documents being dealt with. In London, our minimum appointment charge is £450 plus VAT. Additional documents are usually charged at minimum of £140 per document, excluding VAT. Time spent includes travel, preparation, attendance, and post appointment activities, such as co-ordination of legalisation and completion of the Notarial Register. Our fee excludes FCO or embassy attendance, courier and forwarding handling.
 - 6.7. CNL (or Floodlight as applicable) will invoice the client for the notarial activity, together with translation fees, Companies House Fees, GRO, FCO certification, chamber, and embassy formalities (if applicable).
 - 6.8. Changes to fees or these terms will be posted onto www.companynotary.com or may communicated by email and will be effective from the date of posting or email being sent. Our fees will increase from the amount stated in line with the higher of RPI and CPI as a minimum.
 - 6.9. VAT is applicable to fees and disbursements/expenses, where applicable.
 - 6.10. The main disbursements are FCO (Apostille) fees, Legalisation Fees, Chamber Fees, Legalisation Agent/Courier charges, travel costs, courier, and special delivery.
 - 6.11. Unless we stipulate otherwise by email or on invoice, we ask that fees are settled at the appointment. Otherwise, our fees are payable within 14 days of date of invoice.
 - 6.12. Invoices will be sent by email. If a client requests that we upload or enter invoicing information into their own accounts system (for example Serenity), we reserve the right to make an admin charge for each invoice for doing so as it often involves duplication of time and effort. Any queries concerning an invoice should be raised immediately upon receipt.
 - 6.13. Late payment of invoice may result in the Notary suspending further notarial services, retaining the clients' notarial documentation as a lien and/or to apply interest at the rate of 6% above HSBC Bank base rate until payment is made. All other remedies are reserved. We reserve the right to hold release of Notarised documents and/or to stop providing any other notarial or legalisation services until all fees and disbursements have been paid in full.
 - 6.14. We reserve the right to charge:
 - 6.14.1. for waiting time at meetings and travel time;
 - 6.14.2. for meetings which are postponed by the client or where the documentation to be notarised is either not available or is incorrect or incomplete and
 - 6.14.3. if instructions are terminated for any reason.
 - 6.15. Payment can be made by online transfer (bank account details available upon request), or credit card (we presently use iZettle, GoCardless and Stripe). In all cases, payment must be made in sufficient time to allow for bank clearance before they are required/the payment date. We no longer accept payment in cash, and we prefer not to receive payment by cheque. International payments must be made to include any exchange rate/bank fees so that we receive the full amount of our invoice.
 - 6.16. We may ask clients to arrange payments on account for Companies House charges, FCO fees, Legalisation (Embassy / Consulate) fees, courier, and translator's charges direct (by cheque or bank transfer).
- 7. Money Laundering and Sanctions**
- 7.1. CNL Notaries are required under anti-money laundering and sanctions regulations to make various enquiries of those signing documents to be notarised in the Notary's presence to help prevent terrorism, organised crime, money laundering, proliferation financing and breach of sanctions. This legislation requires notaries to conduct heightened due diligence and to report suspicious transactions to law enforcement agencies. The enquiries 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. You agree to provide all information we may ask you to supply.
 - 7.2. We are not responsible for any delay or loss clients may suffer because of the Notary complying with anti-money laundering and sanctions procedures and regulations.
 - 7.3. CNL Notaries are entitled to refuse to act or issue a restricted or qualified certificate.
 - 7.4. Please refer to our AML and Sanctions policy, available from www.companynotary.com / www.familyofficenotary.com
- 8. Termination of retainer**
- 8.1. 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.
 - 8.2. CNL / Floodlight Company Notary may decline to act any further 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 or sanctions concerns, AML/Sanctions or business integrity issues (including under Bribery Act or FCPA), if a conflict of interest becomes apparent or if a client fails to instruct the CNL Notary properly or is disrespectful to any member of our team..
 - 8.3. We may enter into a Framework Agreement with you in the case of regular repeat work, in which case these terms will be a part of that agreement.

9. Written Translation, Proof of Identity and Records

- 9.1. Identification of individuals and proof of residential address is required. This is usually by clients presenting or providing for inspection photo ID (current passport, driving licence or national ID card) and a recent (less than 3 months old) utility, council tax or bank statement.
- 9.2. If acting on behalf of a company, we will need to establish that it exists (we do this via UK Companies House web check for UK companies) and that the signatory has authority (under general law or by specific appointment) to represent it. Please be ready to present for inspection: current Articles and Memorandum of Association, certificate of incorporation (on change of name), last Confirmation Statement (or equivalent), last Accounts and if requested board minute or other confirmation of authority to sign.
- 9.3. We may ask to take scans or copies of this information.
- 9.4. In cases where we do not have knowledge of the language in which the document is written or you cannot confirm your fluent understanding of the document, it may be necessary for you to obtain an official translation before and/or after execution of the documentation.
- 9.5. At the end of the matter, an entry in our notarial register (achieved through our notarial invoices) 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 fee charged. From 2024, MNR will be our register environment. We may also keep a copy of our notarial act and the documents we notarise.
- 9.6. For our corporate clients, as data controllers, please ensure you have the consent of the signatories and those arranging appointments for their personal information to be processed by CNL / Floodlight.

10. Professional indemnity, limitations on liability

- 10.1. At your request we will dispatch documents on your behalf. Such documents are at your risk once delivered to the carrier.
- 10.2. 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, inaction, or delay of these organisations.
- 10.3. CNL has in place professional indemnity and fidelity insurance cover, to comply with the Faculty Office minimum insurance coverage levels for any notarial acts the performed by Company Notary in England and Wales. This level of insurance coverage is the maximum liability of CNL to the client in connection with any liability. In no circumstances will the liability of Company Notary exceed £1,000,000.
- 10.4. The contract for notarial services is with CNL. You agree to only pursue CNL for any claim made in connection with our notarial services and you will not bring any claims against the CNL Notary personally.
- 10.5. 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 advisers whom the client has consulted in relation to the matter as if the firm had 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.
- 10.6. No liability whatsoever will be accepted where such liability either arises from:
 - 10.6.1. any instructions or information given by the client or by any third party being incomplete, inaccurate or incorrect;
 - 10.6.2. 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;
 - 10.6.3. 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 of a diplomatic mission or consular representation in London, terrorism (or threat of), pandemic or epidemic, theft, malicious damage, accident, failure or breakdown or machinery, systems, computers, extreme weather conditions, power failure or failure of telecommunications.
- 10.7. A notary's first duty is to the transaction. Unless otherwise agreed in writing, a CNL Notary 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. CNL 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.

11. General

- 11.1. 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 CNL. 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 on the client having paid our fees for those materials.
- 11.2. The performance and benefit of our contract with you may be assigned by CNL to any person who continues all or part of our business.
- 11.3. Third party rights, including the Contract (Rights of Third Parties Act 1999) are excluded to the extent permitted by law.
- 11.4. We reserve the right to publish online and in our marketing material our business client names and to use client testimonials.
- 11.5. 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 brought first in either the USA or Canada. We do not advise on foreign law or on the suitability or enforceability of the document we are dealing with. The role of the notary is one of an evidential and authentication capacity only. CNL Notaries reserves the right to restrict or limit any notarial certificate of statement she / he makes.
- 11.6. 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.