



KULDIP BHATTI
NOTARY PUBLIC
WWW.KBNOTARYPUBLIC.COM

Terms and Conditions (effective 1st January 2020)

Kuldip Bhatti is an independent Notary Public ('the Notary') practising in England and Wales under the name KB Notary Public Limited ('Kuldip Bhatti Notary Public'). These terms apply to all notarial services undertaken by Kuldip Bhatti Notary Public

INSTRUCTING A NOTARY PUBLIC

It is almost always the case that you have been asked to see a notary because you have a document that needs to be used abroad. Seeing a notary is never a mere rubber-stamping exercise. The international duty of a Notary involves a high standard of care. This is not only towards the client but also to anyone who may rely on the document and to Governments or officials of other countries. These people are entitled to assume that a Notary will ensure full compliance with the relevant requirements both here and abroad; and to rely on the Notary's register and records. Great care is essential at every stage to minimise the risks of errors, omissions, alterations, fraud, forgery, money laundering, the use of false identity, and so on.

We offer appointments during business hours and occasionally outside of business hours in exceptional circumstances. We are also prepared to make home visits or visit corporate clients at their place of business. If the notarial appointments take place outside of the office we will make an additional charge to cover travelling time and expenses. Occasionally we may not be able to see you within the timeframe you require, or we may decide that we are not able to act for you in which case we will advise you that that is the case and will provide you with the necessary information to locate an alternative notary.

SIGNATURES

The Notary should normally witness your signature. Please do not sign the document in advance of your appointment.

PAPERS TO BE SENT IN ADVANCE

It will save time, expense and mistakes if, as long before the appointment as possible, you can let me have the originals or photocopies of:

- The documents to be notarised;
- Any letter or other form of instruction which you have received about what has to be done with the documents;
- Your evidence of identification.

ADVICE ON THE DOCUMENT

If you bring a document to us for notarisation, we will advise you as to the formalities required for completing it. However, we will not be attempting to advise you about the transaction itself.

TYPICAL STAGES OF A NOTARIAL TRANSACTION

Each notarial matter is different and the requirements and timescales will vary greatly according to whether the client is a private individual or a company and in particular according to the processing times of third parties such as the Foreign and Commonwealth Office, legalisation agents, translating agencies and couriers, etc.

Some of the typical key stages are likely to include:

- Receiving and reviewing the documents to be notarised together with any instructions you may have received
- Liaising with your legal advisors or other bodies to obtain the necessary documentation to deal with the document (e.g. information from Companies House or foreign registries, powers of attorney etc)
- Checking the identity, capacity and authority of the person who is to sign the document
- If a document is to be certified, checking with the issuing authorities that the document/award is genuine. In the case of academic awards, this would entail checking with the appropriate academic institutions.
- Meeting with the signatory to verify their identity and to ascertain that they understand what they are signing and that they are doing so of their own free will and ensuring that the document is executed correctly
- Drafting and affixing or endorsing a notarial certificate to the document
- Arranging for the legalisation of the document as appropriate
- Arranging for the storage of copies of all notarised documents in accordance with the requirements of the Notarial Practice Rules 2019

THE REST OF THE TERMS:

1. Notarial Service

a. These Terms of Business will apply to any future instructions you give Kuldip Bhatti Notary Public to carry out Notarial Services.

b. Notarial Services will be provided to clients with professionalism and reasonable care and skill.

c. Personnel at Kuldip Bhatti Notary Public will:

- i. Wherever possible, communicate how we will perform services to the client and the fee/cost basis;
- ii. Keep client informed of progress made with your notarial requirements;
- iii. Advise client of delays, where possible with explanation;

iv. Give client 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) they are signing in front of the Notary;
- ii. Provide Kuldip Bhatti Notary Public with the required ID (photo ID and address) and verification of information and accurate detail regarding your affairs as requested;
- iii. Provide Kuldip Bhatti Notary Public with advance sight of the documents to be dealt with wherever possible (and hard copies are requested);
- iv. Tell Kuldip Bhatti Notary Public if your situation changes.

e. Kuldip Bhatti Notary Public (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. The trading name 'Kuldip Bhatti Notary Public/www.kbnotarypublic.com, the Notary's use of Kuldip Bhatti Notary Public has been previously notified to the Notaries Society and Faculty Office and approved.

f. Kuldip Bhatti Notary Public 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 by the client. Delays, variation in instructions and inaccurate information can impact both timescales and fees.

g. The accuracy and completeness of any search made of Companies House, whether through online search service or through a third party provider of Companies House is not the responsibility of Kuldip Bhatti Notary Public.

h. We have a focussed approach to service. 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. Kuldip Bhatti Notary Public is registered under the Data Protection Act 1998 / GDPR 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, 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 using Microsoft OneDrive

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 Skype/Zoom. 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 Kuldip Bhatti Notary Public

e. 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 clients to receive communication from Kuldip Bhatti Notary Public (i.e. updates on notarial practice, FCO and embassy arrangements, relevant information and services of Kuldip Bhatti Notary Public 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 Policy and Data Protection Statement, both available from our website or by email request to the Notary. Both these documents exist as separate documents to these terms of business.

3. Fees

a. These rates are applicable until 31st December 2020.

b. Fees are calculated using a scale which is renewed from time to time. Increases to our fee scale are published annually via an update to these Terms.

c. Wherever possible, we will give you confirmation by email, text or telephone prior to the appointment of our fees and applicable expenses/disbursements. 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.

d. 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 Kuldip Bhatti Notary Public fees may also include an additional element reflecting other factors including time spent, value, importance, flexibility, urgency, speed, complexity or special skills.

e. Unless otherwise agreed, charges are based on a minimum appointment charge of £100.00 excluding VAT. Additional documents are charged at £90.00 per document, excluding VAT. The charge quoted includes preparation, attendance and post appointment activities, such as co-ordination of legalisation and completion of the Notarial Register. Please note disbursements are charged on top of this.

f. Please note if you would like a same day service and we are able to provide this, there is an additional expedition fee of £100.00 excluding VAT. If you require a visit which is outside the office, there is a minimum charge of £150.00 excluding vat. If you require an appointment outside the hours of 0900 to 1700 Monday to Friday an additional minimum charge of £25.00 will be added to the invoice.

g. Kuldip Bhatti Notary Public will invoice you for the notarial activity, together with, translation fees, Companies House fees, FCO certification and embassy formalities (if applicable).

h. Changes to fees or these terms will be posted onto www.kbnotarypublic.com or may be communicated by email and will be effective from the date of posting or email being sent.

i. The main disbursements are FCO (Apostille) fees, Legalisation fees, Legalisation Agent/Courier charges, travel costs, courier and special delivery.

j. Unless we stipulate otherwise by email or on invoice, fees are payable within 14 days of date of invoice. First time clients will be required to pay our fees and charges at the appointment.

k. Invoices will be sent by email. If a client requests that we upload or enter into invoicing information into their own accounts system we reserve the right to make an additional admin charge for each invoice for doing so, as it often involves duplication of time and effort.

l. 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 5% above HSBC Bank base rate until payment is made. All other remedies are reserved. We reserve the right to hold release of Notarised documents until all fees and disbursements have been paid in full.

m. If instructions are terminated for any reason, a reasonable charge will be made for all work carried out to date.

n. Payment can be made by online transfer (bank account details available upon request), credit card (we use iZettle). In all cases, payment must be made in sufficient time to allow for bank clearance before they are required/the payment date. We prefer not to receive payments in cash. International payments must be made to include any exchange rate/bank fees so that we receive the full amount of our invoice.

o. Where possible we ask clients to arrange payments for Companies House charges, FCO fees, Legalisation (Embassy/Consulate) fees, courier and translator's charges direct (by cheque or bank transfer). Where not feasible, then we may invoice you for monies on account prior to work commencing to cover these amounts.

p. Any queries concerning an invoice should be raised immediately upon receipt.

4. Money Laundering

a. Kuldip Bhatti Notary Public is required under anti-money laundering regulations to make various enquiries of those signing documents to be notarised under his presence to help prevent terrorism, organised crime and money laundering. This legislation requires notaries 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.

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. Kuldip Bhatti Notary Public: 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 Bribery Act or FCPA), if a conflict of interest becomes apparent, or if a client fails to instruct Kuldip Bhatti Notary Public properly, Kuldip Bhatti Notary Public may decline to act any further.

Consumer Cooling Off Cancellation Period –Consumer Contracts Regulations 2013 (“CCR”):

Where the CCR apply (typically where you are an individual consumer and my contract with you was concluded either at or following a meeting with you or by a form of distance communication) you have a cancellation period of 14 days after the date you sign my retainer letter or the date on which you continue to give me instructions, whichever is earlier.

You can cancel your contract within the cancellation period by giving me a clear statement and I will reimburse all payments received from you by the same method that you used, at no cost to you, without undue delay, and not later than 14 days after the day on which you inform me of the cancellation.

If you ask us to begin work during the cancellation period, you can still cancel but you must pay me an amount in proportion to the work which I have performed and this proportion will not be reimbursed to you.

6. Written Translation, Proof of Identity and Records

a. 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 utility/council tax bill or bank statement.

b. 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 Annual Return, last accounts and, if requested, board minutes.

c. We may ask to take scans or copies of this information.

d. 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.

e. 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 fee charged. We may also keep a copy of our notarial act and the document we notarise.

7. Professional indemnity, limitations 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 carrier.

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. Kuldip Bhatti Notary Public 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 Kuldip Bhatti Notary Public in England and Wales. This level of insurance coverage is the maximum liability of Kuldip Bhatti Notary Public to the client in connection with any liability, and in no circumstances will the liability of Kuldip Bhatti Notary Public exceed £1,000,000.

d. The contract you make is with Kuldip Bhatti Notary Public. You agree to only pursue Kuldip Bhatti Notary Public for any claim made in connection with our notarial services and you will not bring any claims against the Notary personally.

e. 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.

f. 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.

g. A Notary's first duty is to the transaction as a whole. Unless otherwise agreed in writing, a 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. 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 Kuldip Bhatti Notary Public. 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 Kuldip Bhatti Notary Public 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 capacities 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.

Complaints:

Kuldip Bhatti as a Notary and Kuldip Bhatti Notary Public (the practice) is regulated through the Faculty Office of the Archbishop of Canterbury:

The Faculty Office

1, The Sanctuary

Westminster

London SW1P 3JT

Telephone 020 7222 5381 Email Faculty.office@1thesanctuary.com

Website www.facultyoffice.org.uk

If you are dissatisfied about the service you have received please do not hesitate to contact me. If we are unable to resolve the matter you may then complain to the Notaries Society of which I am a member, 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 :-

The Secretary of The Notaries Society

Old Church Chambers

23 Sandhill 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.



KULDIP BHATTI
NOTARY PUBLIC
WWW.KBNOTARYPUBLIC.COM