

DHILLONS NOTARY PUBLIC (RAJ PREET SINGH DHILLON)

TERMS & CONDITIONS OF BUSINESS – NOTARY PUBLIC MATTERS

These terms apply to all notarial services supplied by **DHILLONS NOTARY PUBLIC (RAJ PREET SINGH DHILLON)** Notaries to You (the client) unless otherwise agreed in writing.

“You” below are (i) the instructing party (if directly instructing) and/or (ii) both the instructing party and any solicitor, accountant or other intermediary or agent if instructions come via such intermediary or agent and (iii) any individual or entity whose signature or whose documents is/are offered to **DHILLONS NOTARY PUBLIC (RAJ PREET SINGH DHILLON)** for attestation or other purposes.

DHILLONS NOTARY PUBLIC (RAJ PREET SINGH DHILLON) are not acting as lawyers for you. **DHILLONS NOTARY PUBLIC (RAJ PREET SINGH DHILLON)** does not give any legal advice nor does **DHILLONS NOTARY PUBLIC (RAJ PREET SINGH DHILLON)** advise on the form, content or effect of any document nor on any aspect of any underlying transaction. Legal advice should always be sought in respect of any document to be notarised. **DHILLONS NOTARY PUBLIC (RAJ PREET SINGH DHILLON)** does offer some quite limited legal advice.

No warranty is given or implied that a notarised/legalised document will be accepted by the receiving party in any country, or by any third party, nor is any warranty given or implied that it will be suitable for the intended purpose as we cannot and does not advise on the requirements of receiving parties, nor on the form content or effect of any document to be notarised, all of which must be ascertained by you.

We will not be liable for any loss or damage or delay or adverse consequences of any kind howsoever arising should notarised/legalised documents be rejected by any receiving party or third party.

If any document is drafted by us for you or for any receiving party/ies then (i) it is your responsibility to obtain approval of same from the receiving party and (ii) it is at all times your responsibility to satisfy yourself that it is suitable for the intended purpose and that it will be accepted in the receiving country or countries or by any receiving party or third party for its intended purpose as we neither gives nor implies a warranty in that regard. Timeframes if given are indicative and are not guaranteed.

Instructions to legalise documents are accepted on the basis (i) that we do not accept responsibility for meeting the requirements of any embassy/consulate or of the Foreign & Commonwealth Office, which are a matter for you and (ii) any timeframes given are strictly indicative only and not guaranteed.

Documents, when ready, are made available for collection from us. On occasion we will arrange onward delivery and you agree to place no responsibility on the completion of delivery. Clients are advised to arrange their own delivery.

We comply with the requirement that public notaries should carry Professional Indemnity Insurance. Our liability to you or to any other party, including all loss of profit or business arising out of any single claim, event or series of related events or events (including claims based on negligence) shall not exceed £1,000,000 other than in respect of claims for personal injury in which case it will be unlimited. It will normally be limited to an amount of 5 times the fee charged by us not including disbursements.

EXCLUSION OF LIABILITY FOR THE USA AND CANADA: We do not accept any liability in relation to any claim started in the USA or Canada. We do not accept any liability for any claim for loss or damage sustained or alleged to have been sustained in the USA, its territories and possessions or Canada.

You agree to indemnify us against any losses legal costs or claims made against us as a consequence of our reliance upon any statement, communication or document made, sent or provided to us by you.

No party other than you or us will have any rights under these terms and conditions by virtue of any law or enactment.

Internet email is not a 100% secure communications medium. Use of email by you to communicate with us will be taken to indicate that you understand and accept this lack of security.

Data and communications may be stored on any server in any location whether in the EU or elsewhere worldwide. Other than as provided for by the General Data Protection Regulation (Regulation (EU) 2016/679) (“GDPR”) we will have no liability for the consequences of any data breach howsoever arising.

CONFIDENTIALITY: We attach great importance to dealing with clients’ affairs in strict confidence. However, notaries are public officials and the professional body regulating notarial practice (The Faculty Office) has rights of inspection to ensure good practice and conduct.

You agree that we may allow the Faculty Office or any official regulatory body to inspect the contents of your file/s and access your personal data held by us without notice to you. They may also contact you with questions about how your work was conducted by us.

We operate a money laundering reporting procedure as required by law whereby, in the event of any suspicion as to money laundering, information will be revealed to the appropriate authorities. Notarial work will not be carried out unless original documents evidencing your identity and residence in accordance with the Money Laundering Regulations 2007 and the Proceeds of Crime Act 2002 (as amended from time to time) are produced at your first appointment and deemed acceptable by the Notary.

Individual identification of each person appearing before the Notary must be made by inspection by the Notary of the individual appearer's current passport, or full driving licence together with a bank statement or utility bill or similar document as proof of residence; copies must be kept by us.

Our aim is to offer all our clients an efficient, friendly and effective service. Our clients and our staff are of first importance to us. We hope that you will be pleased with the work that we do for you, however, if you have any queries or concerns please take them up first with our complaints manager.

All firms of notaries are obliged to attempt to resolve problems that clients may have with the service provided. It is therefore important if you have any concerns that you immediately raise these with us.

If that does not resolve the matter to your satisfaction then you are entitled to take it up with our regulator, the Faculty Office, 1 The Sanctuary, London. SW1P 3JT. Email: faculty.office@1thesanctuary.com or visit their website at www.facultyoffice.org.uk. Or you can raise the matter with the Notary Society directly, see: thenotariessociety.org.uk. Please write in the first instance to the Secretary of The Notaries Society, P O Box 7655 Milton Keynes MK11 9NR Telephone: 01908 803527

Email: secretary@thenotariessociety.org.uk.

If we cannot resolve the matter between ourselves and if the Faculty Office or the Notaries Society cannot bring matters to a suitable conclusion then you are entitled, after an 8 week period, from making the complaint with me, to complain directly to the Legal Ombudsman PO Box 6167 Slough SL1 0EH.

Telephone 0300 555 0333. enquiries@legalombudsman.org.uk

www.legalombudsman.org.uk.

The courts of England & Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with any matter whatsoever in which you instruct us. Your continuing communication with us will confirm your acceptance of these T&Cs

VIDEO CONFERENCING SERVICES

If your Notarisation is conducted via Video Conferencing Technology we will record the meeting and store it in accordance with our regulatory requirements and privacy policy.

USE OF TECHNOLOGY, DEVICES, AND ARTIFICIAL INTELLIGENCE

- To the extent that I use any automated decision-making technology, including artificial intelligence, in the course of my services, I do not rely upon the same without human intervention.
- Before using any new technology including artificial intelligence, I carry out an appropriate risk assessment to ensure that your rights are not adversely affected by the same.