

WITHY KING NOTARIES - TERMS OF BUSINESS

We are members of the Notaries Society. We are governed by the Rules of conduct issued by the Faculty Office. This leaflet sets out how we will act for you and the terms on which we will do so. If possible, we shall send it to you before we see you. We ask that you read it before we undertake work for you. It is intended to form the basis of a contract between us and ensure that we agree its terms and the best way of achieving your needs.

1. Fees and Disbursements

1.1. Our hourly charging rate is £220 according to all time spent, (including preparatory work, drafting, correspondence and administration meetings), the value, complexity, importance and any degree of urgency of the work. A charge will usually be made for work carried out in a matter which does not get completed for any reason other than through our fault. Any expenses will be charged separately. We are not registered for VAT.

1.2. Fee estimates will not be binding.

1.3. Fees will be payable on completion of the work or earlier at our discretion. We may require settlement prior to release of any documentation, money or other securities we may hold for you. Invoices are to be settled within seven days. We normally require payment at the time the notarial act is completed, or interest on the amount outstanding will be payable at 8% per annum above the Bank Base rate for the time being of HSBC Bank plc.

2. Quality of Service

2.1. It is our aim to provide a good service. If you have cause for complaint please immediately notify the notary who has acted for you, or another of our notaries. In the event that you remain dissatisfied you will be notified of the complaints procedure operated by the Notaries Society. More detail on complaints are contained in our letter of engagement.

3. Professional Indemnity and limitations on liability

3.1. We are entitled to agree a reasonable limitation on our liability to you arising from our professional services, so far as the law allows.

3.2. No liability whatsoever will be accepted on our part where such liability arises from any instructions or information given by you or any third party or agent being incomplete, inaccurate or incorrect or if we are prevented, hindered, delayed or uneconomically able by reason of circumstances beyond our control (including Acts of God, war, riot, strike, lock out, trade dispute or labour disturbance, accident, breakdown of machinery, fire, flood, storm or difficulty).

3.3. The duty of care owed by the Notary to the Client and to the public does not include liability for economic loss, or for consequential loss;

- 3.4. The liability of the Notary for notarial services for each separate transaction (comprising one or more documents for which one charge is made by the Notary) shall not exceed his professional indemnity cover;
- 3.5. The application of any legislation conferring on third parties contractual or other rights, including the Contract (Rights of Third Parties) Act 1999 shall be excluded insofar as permitted by law.
- 3.6. We make online company searches of the Registrar of Companies. To the extent that the Registrar or other provider of such services does not accept responsibility for any inaccuracies or omissions arising from use of the online service, we accept no responsibility or liability arising from reliance upon the results of such searches if they should subsequently be found to be incomplete or inaccurate.

4. Data Protection:

- 4.1. You agree that your details of identification and the transaction you have brought to us shall be stored on computer.

5. Wity King Solicitors:

- 5.1. The Notary in practising as Wity King Notaries is Malcolm Gregory. He is a Solicitor and Partner in the separate practice of Wity King LLP Solicitors. The notarial practice and Wity King LLP are independent of each other. Premises, Reception staff and other staff are shared with Wity King LLP. Accordingly, any client referred by Wity King Notaries to that Solicitors practice does not have any of the protection attaching to the client of a Notary, but benefits only from the practice rules applicable to a Solicitors practice and will be subject to Wity King LLP's Terms of Business, which are available on demand.

6. Statement of Independence:

- 6.1. English Law is applicable to this contract.