

## Terms of Business – Notarial Services

### Jersey

#### 1. Introduction

- 1.1 These terms of business ("**Terms of Business**") are produced for the benefit of and apply to notarial clients of Bedell Cristin Jersey Partnership ("**Bedell Cristin**") in respect of notarial professional services we are asked to provide and/or arrange ("**Services**").
- 1.2 These Terms of Business and any related engagement letter explain the basis upon which we accept instructions and charge for Services.
- 1.3 These Terms of Business apply to all Services provided by us and supersede and replace all Terms of Business in relation to Services previously in force.
- 1.4 In these terms "**we**" and "**us**" refer to Bedell Cristin and "**you**" refers to the client or clients.

#### 2. Objectives

- 2.1 Our aim is to provide you with high quality, efficient and timely Services.
- 2.2 We will act in what we perceive to be your best interests, impartially and shall keep your affairs confidential. In the event that any conflict of interest may arise, we shall point this out to you as soon as practical after we have become aware of any such conflict.

#### 3. Basis of charge

- 3.1 We will make a charge for the time, skill and responsibility of our work and may make a supplementary charge to reflect work outside normal hours, requiring specialist skills or of unusual complexity or value and other relevant factors. Terms and conditions relating to payment will be set out in the relevant invoice. All estimates or other quotations given by us (or on our behalf) are given exclusive of any goods and services tax or any other similar tax unless otherwise expressly stated.

#### 4. Notary responsible for your work

- 4.1 We may delegate the preparation of certificates and other such documentation to a notarial clerk. Nevertheless, all work which is carried out by us for you is ultimately the responsibility of the appointed notary and it will be his responsibility to approve and sign the certificate.
- 4.2 If, at any time, you wish to discuss any matters arising from the Services provided or fees charged, you should contact the notary responsible for your work. If you have any other questions on the terms of our accepting your instructions, you should contact that notary and any variation to them must be subject to his written confirmation.

#### 5. Notarial services

- 5.1 We shall provide Services on the following terms, THAT:

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- (a) you will, unless otherwise agreed, provide notarial instructions in writing;
  - (b) you will provide us with original documents evidencing your identity and residence and such other documentation as required by us in accordance with the relevant Jersey Money Laundering Regulations and Proceeds of Crime Laws (as amended from time to time), and deemed acceptable by us;
  - (c) you will provide us with all relevant information and documents (including electronically held information) prior to the notarial appointment and have indicated your notarial requirements and will keep us informed of any material changes in your instructions, knowledge or circumstances or any matter having a bearing thereon;
  - (d) you have taken all necessary legal advice in relation the documentation to be notarised and that, where applicable, the documentation has been competently prepared in accordance with your particular requirements by a lawyer qualified and currently practising in the relevant jurisdiction;
  - (e) while we will endeavour to comply with the relevant foreign law requirements you bring to our attention in relation to any document presented to us by you for notarisation or which is required to be prepared in notarial form, we shall not be responsible should any person or body fail or refuse to recognise the notarial act for what ever reason;
  - (f) unless otherwise agreed with us in writing, you are responsible at your own cost for obtaining any appropriate legalisation of the notarial act in Jersey, with any agreement for us to carry out this task being on the basis that we are not responsible for obtaining such within any specific time: notwithstanding the foregoing, you will be solely responsible for obtaining any appropriate legalisation of the notarial act from an embassy or consulate of the destination country or otherwise;
  - (g) by requesting our Services you confirm to the best of your information and belief that the notarisation of any documentation will not give rise to any risk of criminal or civil liability or prosecution in any part of the world.

## **6. Exclusions**

- 6.1 You accept and agree that in providing you with Services we will not be liable (in contract or tort or otherwise howsoever) for the consequences of any defect or omission in the content, form or requirements of any document notarised for use abroad, or for any loss arising and that should such loss be suffered you will indemnify and keep us indemnified in respect of such loss or liability arising in relation thereto.
- 6.2 You accept and agree that our assistance in relation to any matters of foreign law and practice relevant to the Services is a courtesy and that we are not qualified to advise on or prepare any document: (i) in a language other than English, or (ii) which is intended to be effective in a jurisdiction outside Jersey and therefore we accept no liability for the content and or preparation of any such document and you agree that you will indemnify and keep us indemnified for any loss or liability arising as a result of the preparation or content of such.
- 6.3 These terms do not apply to any legal services we may provide to you other than the Services and a

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separate engagement letter and terms will be applicable in respect of any other services.

## **7. Limitation of liability**

- 7.1 Whilst we shall use our reasonable endeavours and exercise due care in carrying out the Services neither the partners nor any of our employees shall be liable to you for any loss or damage arising out of the performance of the Services unless we have been guilty of fraud, willful misconduct or negligence in performing the Services in carrying out our duties to you Provided Further that you expressly agree that in providing you with Services our liability (if any) for each separate notarial transaction (comprising one or more documents for which we make one charge) shall not exceed the fee charged or £1,000 (whichever is the lesser).

## **8. Storage of documentation**

- 8.1 Under notarial rules we are obliged to maintain a register of all notarial acts and you irrevocably agree and accept that we may maintain such a register electronically which will contain a copy of inter alio your notarial documentation together with a register of your personal (and where applicable your company) details.
- 8.2 We shall keep our notarial register and your notarial documents confidential unless:
- (a) we are required to disclose the notarial documents under the laws and regulations of Jersey or by order of the Jersey courts or any other courts or regulatory authority of competent jurisdiction or the failure to make such disclosure would, in our opinion, be prejudicial to us, our staff or any agents; or
  - (b) we are authorised to disclose any information by you; or
  - (c) where we are working with other advisers on your behalf, unless you expressly otherwise instruct us, we will disclose such information to them in furtherance of the provision of Services as in our view is appropriate; or
  - (d) it is necessary or desirable to disclose the same to any other partnership associated with Bedell Cristin; or
  - (e) the information concerned is already in the public domain; or
  - (f) it is necessary or desirable to disclose the same to defend any claim against us.

## **9. Data protection and registration**

- 9.1 We collect personal information about you and we use that information in order to be able to provide our Services to you. We also use it for other legitimate purposes, such as raising our invoices, complying with our anti-money laundering obligations and marketing our business.
- 9.2 Where appropriate, we share the information collected with other Bedell Cristin branded partnerships and group companies. We might also need to share this information with our auditors, insurers or bankers or with official authorities and regulators.

9.3 For more information on how your information is used, how we maintain the security of your information and your rights in respect of the information we hold on you, we strongly recommend that you read our privacy notice, a copy of which is available at our website: [www.bedellcristin.com](http://www.bedellcristin.com)

9.4 You can also contact our data protection coordinator at [dataprotection@bedellcristin.com](mailto:dataprotection@bedellcristin.com).

## **10. Client due diligence and anti-money laundering procedures**

10.1 As a matter of law, we are required to operate anti-money laundering checks and procedures in respect of services which are classified as the conduct of financial services business. We reserve the right to apply such checks and procedures (including, in particular, confirmation of identity and address/place of business and verification of capacity to give instructions in the case of limited companies or partnerships and source of funds) in respect of all matters in which we are instructed to provide Services. Any failure to provide such information as we request in order to enable us to carry out such checks entitles us to terminate our client relationship and we accept no responsibility or liability arising directly or indirectly as a result of our need to do this. Any information and documentation provided to us in order to enable us to operate such checks and procedures may be subject to disclosure and production pursuant to orders having legal effect in Jersey. In certain circumstances we are required to disclose information and documentation pursuant to anti-money laundering statutes or court procedures concerning our clients to third parties such as banks providing services to such clients. By instructing us to provide Services and providing such information as we require, you will have consented to our onward disclosure of such information to third parties where appropriate.

## **11. Variation and publication of these Terms of Business**

11.1 We reserve the right to vary these Terms of Business from time to time including during the course of the provision of Services in any particular matter. Where we do vary these Terms of Business in the course of our providing Services to you, we shall use reasonable efforts to draw such variation to your attention.

11.2 A copy of these Terms of Business and any variation thereto from time to time in force will be sent to you in hard copy upon request. However, these Terms of Business and any future variations thereto may be published on the Bedell Cristin website at [www.bedellcristin.com](http://www.bedellcristin.com) by way of public notice to all current and prospective clients and other consumers of services provided by us. If we have given you written notice of the existence of these Terms of Business on the Bedell Cristin website then, by the publication of these Terms of Business and any variation thereto on the Bedell Cristin website, you shall be deemed to have agreed these Terms of Business and all such variations.

## **12. Legal services**

12.1 In the event in the event of a seriously disruptive event occurring at the offices of Bedell Cristin, we shall endeavour to restore our Services as soon as practicable. We cannot accept responsibility for any delay caused by such disruption or for any other consequences beyond our reasonable control.

## **13. Goods and services tax**

13.1 Where we are obliged to charge goods and services tax or any other similar tax in respect of any of the Services which we provide, we will add the relevant tax to our charges and disbursements at

the applicable rate from time to time in force. All estimates or quotations given by us (or on our behalf) are given exclusive of disbursements and exclusive of any goods and services tax or any other similar tax unless otherwise expressly stated.

**14. Governing law**

- 14.1 These Terms of Business regarding our Services shall constitute the contract for the provision of Services (subject to any other terms in writing agreed between us). This contract shall be governed by and construed in accordance with Jersey law. In accepting these Terms of Business you irrevocably agree the courts of Jersey shall have exclusive jurisdiction to settle any claim or difference or dispute which may arise out of or in connection with any such contract or claim and you waive any rights to claim that such courts are not the appropriate forum.