

Rachel Guthrie Notary Public

TERMS AND CONDITIONS AND COMPLAINTS PROCEDURE

Terms and Conditions

The following terms will apply to my notarial services, unless otherwise agreed in writing:

1. FEES AND DISBURSEMENTS:

- (a) I charge a fixed fee for services such as certifying copy documents but, save as otherwise agreed, my fees will be based on the time involved for dealing with the matter (including review of documentation, drafting, correspondence, telephone calls, travelling or waiting time and matter administration) at my hourly rate for the particular activity for the time being.
- (b) My fee may include an additional element reflecting factors such as value, importance, urgency, complexity or special skills.
- (c) All disbursements and expenses (such as administration fees payable or charged for the apostilling or legalisation of documents or courier charges) are payable by you.
- (d) I reserve the right for my invoice to be paid on presentation of documents.

2. ESTIMATES:

- (a) If so requested, I will provide an estimate of the likely costs but may need to vary this should the work involved prove more (or less) time consuming than originally estimated.
- (b) If costs or disbursements are likely to exceed any estimate I have given by over 10% I will aim to advise you at the earliest opportunity.

3. FUNDS ON ACCOUNT: For complex or time consuming matters or where a high level of disbursements is anticipated, I may ask for money to be paid on account of work to be done, disbursements to be made or expenses to be incurred.

4. INVOICES:

- (a) Fees are due for settlement on completion of work and prior to release of completed documentation otherwise invoices must be settled within 14 days or, if requested, immediately if further work is required.
- (b) Any queries concerning an invoice should be raised upon receipt. In the event of payment not being made as requested, I reserve the right to decline to act any further on behalf of the client and/or to exercise a lien on any documents which are in my possession, until payment has been made.

5. VERIFICATION:

- (a) An essential aspect of the Notary's duties is to check the facts in the documents that the Notary is asked to notarise.
- (b) This may involve obtaining evidence or proof from independent sources. It is important that I receive your full co-operation to assist me in doing this including allowing sufficient time to enable all relevant facts to be checked.

- (c) If I have not been able to verify all the facts I will include a limitation or a disclaimer in any certificate I give. This may cause the document I have notarised to be of less benefit to the client or ineffective altogether. In such a situation I will not accept liability for any losses or the cost of putting the matter right.

6. CONFIDENTIALITY:

- (a) Whilst client confidentiality is of the utmost importance, I may need to permit professional bodies, public authorities and other organisations to inspect my files to demonstrate my compliance with professional standards. By instructing me you confirm that I have your authority to produce your file and other documents and that I am authorised to give information as an exception to my confidentiality obligations.
- (b) In addition, I may be required to report matters to the appropriate authorities under applicable laws and regulations, including without limitation, anti-money laundering laws as an exception to the normal rules of client confidentiality.

7. CEASING TO ACT: I reserve the right to cease to act for you or your organisation in any circumstances where I reasonably consider that I ought to stop acting for you, for example, if I am not given clear or proper instructions on how I am to proceed. I may also decide to stop acting if the matter on which I am instructed involves fraud or violence, or if the client does not pay a bill.

8. ADVICE: My involvement is limited to notarising the documents signed by you and no advice has or will be given as to the legal effect or appropriateness of the documentation unless otherwise specifically agreed.

9. YOUR DOCUMENTS AND DATA: Data is obtained and retained using the electronic storage systems of the Mourant Group whose privacy policy is available at <https://www.mourant.com/footer/privacy-notice.aspx#MourantGroupPrivacyNotice>

10. TWO OR MORE CLIENTS: Where I act for two or more clients it is agreed that I may accept instructions from one of you on behalf of all of you unless written instructions are given to the contrary.

11. E-MAIL: It is my policy to use e-mail wherever possible. Where a client has provided me with an e-mail address, e.g., by sending e-mail to me, I will assume that I may use that address for the sending of unencrypted sensitive or confidential correspondence or documents to the client.

12. LIMITATION OF LIABILITY: IT IS HEREBY AGREED AND CONFIRMED

- (a) I maintain professional indemnity insurance in accordance with the requirements set by the Faculty Office of the Archbishop of Canterbury.
- (b) The maximum liability (whether in contract, tort, under statute or otherwise) to you in relation to my notarial services will be £1 million including interest and costs.
- (c) No liability whatsoever will be accepted in relation to any loss, damage or liability whatsoever caused directly or indirectly to any party other than the client for whom I have agreed to act in connection with the relevant matter. No third party shall have any right to enforce any contract to provide advice or services or to rely upon any advice given or opinion expressed.
- (d) In any event, no liability whatsoever will be accepted where such liability either arises from any instructions or information given by the client or by any third party being incomplete, inaccurate or incorrect; or 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 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.

- (e) Searches of public and commercial registers are undertaken using on line, telephone, email or postal services. To the extent that provider or provider or compiler of such registers does not accept responsibility for any inaccuracies or omissions arising from use of such service, no responsibility or liability arising from reliance upon the results of such searches is accepted if they should subsequently be found to be inaccurate or incomplete.
- (f) These limitations will apply notwithstanding any express or implied term of business or any collateral agreement or warranty, whether express or implied.

13. COMPLAINTS: the applicable complaints procedure is set out below.

14. JURISDICTION: Guernsey law shall be the applicable law and the Royal Court of Guernsey shall have sole jurisdiction in the case of any dispute. 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.

These terms and conditions supersede any previous agreement between the parties and is made between you the client(s) and myself, Rachel Guthrie, Notary Public, and until otherwise agreed, shall apply to any future instructions given by you.

These terms and conditions include the Mourant Group Terms and Conditions available [here](#) although, in the event of a conflict or inconsistency between the Mourant Group Terms and Conditions and these terms and conditions, these terms and conditions will prevail.

Complaints

If you are not satisfied with the notarial service that you receive, you are entitled to make a complaint in accordance with the Notaries (Guernsey) Interim Conduct and Discipline Rules 2018.

You should first raise the issue with me directly. If I cannot resolve the matter to your satisfaction you may follow this complaints procedure:

STEP 1 – First Tier Complaints Procedure

Contact the Secretary of the Association of Guernsey Notaries Public (james.tee@collascrill.com) for the first stage complaints procedure. The Association of Guernsey Notaries Public (GNP) will be able to inform you if a Notary is a member.

Where a Notary is not a member of the GNP, the Faculty Office (faculty.office@1thesanctuary.com) will handle the matter directly, and will refer the complaint to be considered by one of a panel of independent Notaries. This procedure is free to use and is designed to provide a quick resolution to any dispute.

You should write (but not enclosing any original documents) with full details of your complaint to the secretary of the GNP (or, if applicable, to The Faculty Office). If you have any difficulty making a complaint in writing, please do not hesitate to call the relevant Society or The Faculty Office for assistance.

STEP 2 – Formal Investigation

If a complaint is made against a Notary and is not resolved under the 1st-stage procedure, the matter is then referred by the Registrar of the Faculty Office to an experienced independent Notary (a 'Nominated Notary') for investigation: see the Master of the Faculties Guernsey Guidance to Nominated Notaries for further information. Whilst the matter is being investigated or proceedings are in progress the Registrar may issue an Interim Order to suspend the Notary from practice or limit the Notary's practice if it is required for the protection of the public.

STEP 3 – Disciplinary Proceedings in the Court of Faculties

If the Nominated Notary considers there may be a case that the Notary has committed Notarial Misconduct the Nominated Notary will prepare and prosecute disciplinary proceedings in the Court of Faculties, on behalf of the original complainant.

Disciplinary cases in the Court of Faculties are presided over by an independent judge (the 'Commissary' or his Deputy) with two sitting Assessors; not the Master of the Faculties. The details of the timetable for Proceedings in the Court are set out in the Notaries (Guernsey) Interim Conduct and Discipline Rules 2018, subject to any case-specific directions by the Registrar or Commissary. Fees and Costs are now set out in the Notaries (Guernsey) Interim Conduct and Discipline Rules 2018 [Fees & Costs Order 2019].

The disciplinary sanctions against a Notary who is proved to have committed Notarial Misconduct are:

- Striking off the Roll of Notaries
- Suspension from practice as a Notary (indefinitely, or for a period of time, or until certain conditions have been met)
- Imposing conditions on the Notarial practice of the Notary
- Requiring further training of the Notary
- Ordering that the Notary is reprimanded

A Notary may, in time, apply to the Court for a review of the sanction(s) imposed. Please note that the Court has no power to require any compensation payments to be made by the Notary to the

client who has suffered loss as a result of the Notary's Misconduct. The Court can, however, order that if indemnity or other monetary payments are not made by the Notary to the client or other person/body then the Notary shall be struck off the Roll of Notaries.