



TANYA SCOTT-TOMLIN  
NOTARY PUBLIC

## TERMS OF BUSINESS

### 1. Scope of application and responsibility

- 1.1 These terms of business apply to all notarial services (the "Services") provided to you as the instructing party, (the "client"), by Tanya Scott-Tomlin ("I", "my" or "me").
- 1.2 No party other than you, the client, or me will have any rights under these Terms of Business by virtue of any law or enactment or otherwise.
- 1.3 My responsibility is to the integrity of the Notarial act performed by me on your behalf. My obligation to you is confined to ensuring you understand the content of the document concerned and that you intend to be bound by it. I am not providing you with advice as to the effect of the document, as to which you must place reliance upon such advice as may be provided by your own professional advisers either in Jersey or in the foreign jurisdiction concerned.
- 1.4 In order to discharge my obligation, I have to be satisfied as to your identity, as to your capacity, understanding and intent legally to perform it and, in some circumstances I shall have to insist upon there being a translation. While I shall endeavour to ensure your document in its form and content is fit to achieve its purpose, I am not responsible to you if it does not. I must also be satisfied the act is your voluntary act, that there is no fraud, violence or duress involved. If I am not satisfied as to such matters, I am obliged to refuse to complete the matter.
- 1.5 I will affix my seal of office and signature at my sole discretion.

### 2. Responsibility for work and duties

- 2.1 I am responsible for the conduct of my notarial practice, but other parties outside of my control may be involved in providing ancillary services to ensure the carrying out of your instructions.
- 2.2 I will:
- keep you informed of progress made in carrying out your instructions;
  - advise you of any delays and, where possible, explain why such a delay is occurring;
  - advise you where it becomes necessary to change the basis on which my fees are payable or calculated.
- 2.3 You shall:
- provide me with clear instructions;
  - provide me with full and accurate information sufficient to enable me to carry out your instructions.

### 3. Notarisation and identification

- 3.1 A primary duty of a notary is to identify the client. In the case of individuals, this includes proof of residential address. I will, therefore, require personal documentation from clients and signatories which usually includes:
- photographic evidence of identity (e.g. a passport);
  - a recent utility bill or equivalent to evidence proof of address.
- 3.2 Where the client is a company or body I will need to satisfy myself of the existence of that company or body

and the authority of persons signing on its behalf. In some cases I may ask you to produce certain documents. These might include a certificate of incorporation, good standing certificate or other similar evidence of corporate existence. In order for me to certify a signatory's authority to represent a company or body, additional documentation will be required, for example:-

- constitutional documents (e.g. memorandum and articles of association);
  - a power of attorney or board resolutions;
  - authorised signatory list;
  - extract from a commercial register.
- 3.3 Jersey notaries are subject to law intended to prevent the abuse of the financial system for the purposes of money-laundering and the funding of terrorism. One of the requirements of the law is for notaries to report suspicious transactions to the appropriate law enforcement agency. For this reason, I may have to make checks of clients which go beyond the identification standards which notaries have traditionally applied. Being asked for additional identification or to provide explanations does not mean you are under suspicion.

### 4. Legalisation and apostilles

- 4.1 Where a document is notarised in the Jersey, further formalities may be required before it can be accepted or acted upon overseas. This may involve the presentation of the document to the embassy or consulate in the UK of the country where the document is to be used for certification of the notary's signature; this formality is known as "legalisation" or "consularisation".
- 4.2 Many countries are parties to an international convention abolishing the requirement for consular legalisation. In these cases, legalisation is replaced by a certificate known as an apostille. Apostilles are issued in Jersey by the Legalisation Office, Maritime House, La Route du Port Elizabeth, St Helier, Jersey JE1 1JD.
- 4.3 I can arrange for attendance at the Legalisation Office and at consulates and embassies as required in order to deal with these additional formalities using expedited services where available. However, you can deal with these requirements yourself if you wish.
- 4.4 Government, consular and diplomatic offices are often indifferent to commercial pressures and cases of loss, delay or refusal to act are not unknown. Although I will make reasonable efforts to carry out your instructions, I accept no responsibility for loss or otherwise due to the rejection of any documents, acts or omissions of external offices and bodies.

### 5. Fees and payments

- 5.1 Fees are calculated using my Fee Schedule which is reviewed from time to time; I am happy to make my Fee Schedule available to you if you so request. Additionally, on request, I can quote a fixed price for carrying out certain instructions. However, I reserve the right to apply additional charges if I am required to carry out extra work or if the matter proves to be unusually difficult or complex. In any event, I will to the extent reasonably

practicable make known to you in advance the basis upon which my fees will be calculated.

- 5.2 You are responsible for all expenses incurred by me on your behalf in the performance of the Services, such as fees due to the Legalisation Office/foreign embassies, couriers fees, agents fees, registry fees, postage and courier charges and search fees in registries where needed.
- 5.3 If my work is terminated before completion, I will charge you a fair and proportionate amount for any work actually carried out.
- 5.4 My invoices are payable on presentation. All banking fees and charges are to be borne by the client who is responsible to ensure the full invoice amount is received by me.
- 5.5 Even if another party has agreed to pay or is responsible for paying all or part of my fees, as the instructing party you will, in all cases, remain responsible for paying them. This will remain the case notwithstanding that my invoice may be addressed to such other party.

## 6. Data Protection

- 6.1 I am registered with the Office of the Information Commissioner, Brunel House, Old Street, St Helier, Jersey JE2 3RG ("OIC") under number 58921.
- 6.2 Please see the Privacy Policy on my website ([www.notaryjersey.com](http://www.notaryjersey.com)) for more information.
- 6.3 If you provide me with personal information about someone else, you warrant to me on a continuous basis that you are authorised to disclose that information to me and acknowledge that I, without further action, may collect, use, and disclose that information for the purposes of performing the Services.
- 6.4 You agree to indemnify me from and against any claims, losses, accounts, demands, actions, liabilities, fines, penalties, expenses, damages and settlement amounts (and all costs and expenses incurred in connection therewith) which may be brought or made, or threatened to be brought or made against me arising out of or in connection with any breach by you of the warranties included in clause 6.3.

## 7. Exclusions and limitations of liability

- 7.1 **EXCLUSION OF LIABILITY FOR THE USA AND CANADA: I do not accept any liability in relation to any claim started in the USA (including its territories and/or possessions) and/or Canada. I do not accept any liability for any claim for loss or damage sustained or alleged to have been sustained in the USA (including its territories and/or possessions) and/or Canada.**

### Subject at all times to the provisions of clause 7.1:

- 7.2 You agree that my aggregate liability towards you as the instructing party and any third party mentioned in clause 5.5 for claims in connection with my Services, howsoever arising, shall be limited to £1 million in respect of any one claim or series of claims arising out of one originating cause. The expression "howsoever arising" covers all causes giving rise to liability, whether arising by reason of non-performance, delay, negligence, misrepresentation, other tort, breach of contract, breach of statutory duty or otherwise.
- 7.3 If I prepare any documents, the information provided will be relied upon. If there are any errors or omissions in the information or documents provided the client is responsible for these.
- 7.4 I shall not be liable to you to the extent that I am unable to perform the Services as a result of any cause beyond my reasonable control including without limitation industrial action, act of God, war, civil commotion,

terrorism, theft, malicious damage, accident, failure or breakdown of computers, machinery, systems, extreme weather conditions, power failure or failure of telecommunications ("Force Majeure"). In the event of any Force Majeure affecting me, I shall notify you as soon as reasonably practicable.

- 7.5 I cannot accept any responsibility for any item couriered or posted on your behalf or at your request under any circumstances whatsoever.
- 7.6 I accept no responsibility for computer viruses or anything similar in any emails or any attachments originating from me. I also do not accept any responsibility for any changes to, or interception of, any email or any attachment after it leaves my information system.

In view of the exclusions and limitations of my liability in these terms, I recommend that you consider taking out your own insurance in respect of those risks for which I exclude or limit liability.

## 8. Complaints

- 8.1 I am confident that I will provide you with the best service that I can offer. However, if you feel that you have grounds for complaint and wish to complain formally then you can do so using the procedure outlined below.
- 8.2 If you are dissatisfied about the service you have received please do not hesitate to contact me in the first instance and I will endeavour to resolve your complaint as swiftly as possible.
- 8.3 If I am unable to resolve the matter you may then complain to the **Faculty Office of the Archbishop of Canterbury**, which regulates Jersey Notaries. Please write (but do not enclose any original documents) with full details of your complaint to the following address:

**Faculty Office of the Archbishop of Canterbury**  
**1 The Sanctuary**  
**Westminster**  
**London SW1P 3JT**  
or by e-mail to: [Faculty.office@1thesanctuary.com](mailto:Faculty.office@1thesanctuary.com)

The Faculty Office will arrange for your complaint to be considered by a panel of assessors who will be independent of me.

## 9. Severance of terms

If any provision shall be declared to be invalid or unenforceable in any respect, the validity and enforceability of the remaining provisions shall not be impaired.

## 10. These Terms and variations

These terms supersede any earlier terms of business I may have agreed with you and, in the absence of express agreement to the contrary, will apply to the current services and all subsequent Services I provide to you. Your continuing to instruct me will amount to acceptance of these Terms of Business.

## 11. Applicable law and jurisdiction

The contractual relationship that arises when you instruct me shall be governed by the law of Jersey. In the event of a dispute, the courts of Jersey shall have exclusive jurisdiction.

**Effective Date:** 1 January 2018 ©