



## TERMS OF BUSINESS – Notarial Services

These terms of business for notarial services ("Notarial Terms of Business") will apply to notarial clients of Voisin Law LLP in respect of notarial services we are asked to provide and/or arrange ("Notarial Services").

### 1. Definitions

The word "we" means, as the context permits, Voisin Law LLP, registered as a limited liability partnership in Jersey with registered number 108, of 37 Esplanade, St Helier, Jersey JE1 1AW (the "LLP"), providing Notarial Services to you through a notary and the words "us" and "our" bear a corresponding meaning.

The word "Client" or "you" means the party who or which instructs us, or on whose behalf we are instructed to provide Notarial Services.

### 2. Contract with Voisin Law LLP

These Notarial Terms of Business and any related engagement letter explain the basis upon which we accept instructions and charge for Notarial Services.

These Notarial Terms of Business apply to all Notarial Services provided by us and supersede and replace all Notarial Terms of Business in relation to Notarial Services previously in force.

### 3. Fees and disbursements

Ordinarily, where a matter is relatively simple, we will charge a fixed fee based on our published Notarial fees (as periodically updated) which can be found here: <https://www.voisinlaw.com/wp-content/uploads/2022/11/Notary-Public-Services-Updated22.pdf>. Where a matter is more complex or time-consuming, or where there is a higher degree of urgency or risk or where our Notarial Services are to be provided outside of normal office hours, then we reserve the right to charge a higher fee which, in most cases, will be based on our time-charges incurred in dealing with the matter calculated at the ordinary commercial rate of the appointed notary. 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.

Our Notarial fees are payable immediately upon delivery of our invoice.

By instructing us, you authorise us to incur certain disbursements on your behalf, which may include the costs of obtaining an apostille from the Lieutenant Governor's Office in Jersey, legalisation costs at a relevant Embassy or Consulate, agency costs for arranging legalisations, translation costs, postal or courier costs and other third party costs incurred on your behalf. Where such costs are unusually high, we may forward related invoices to you for payment in advance.

In the event that you are required to withhold or deduct any tax or levy in respect of an amount payable to us in respect of our Notarial fees and disbursements, then you agree to pay us such additional amount as will compensate for the amount so withheld or deducted.

We reserve the right to request a payment on account of fees, disbursements or other charges prior to commencing any work for you.

### 4. Notary responsible for your work

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.

If, at any time, you wish to discuss any matters arising from the Notarial 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

We shall provide Notarial Services on the following terms, that:

- you will, unless otherwise agreed, provide notarial instructions in writing;
- 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 Anti-Money Laundering Regulations and Proceeds of Crime Laws (as applicable from time to time), and deemed acceptable by us;

- 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;
- 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;
- 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 in the receiving jurisdiction for whatever reason;
- 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;
- by requesting our Notarial 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.

We will not hold monies on your behalf as part of our Notarial Services.

## **6. Exclusions**

You accept and agree that in providing you with Notarial 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.

You accept and agree that our assistance in relation to any matters of foreign law and practice relevant to the Notarial 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.

These terms do not apply to any legal services we may provide to you other than the Notarial Services and a separate engagement letter and terms will be applicable in respect of any other services.

## **7. Limitation of liability**

Whilst we shall use our reasonable endeavours and exercise due care in carrying out the Notarial Services neither we nor the notary or any of our employees shall be liable to you for any loss or damage arising out of the performance of the Notarial Services unless we have been guilty of fraud, wilful misconduct or gross negligence PROVIDED FURTHER that you expressly agree that in providing you with the Notarial Services our liability (if any) for each separate notarisation transaction (comprising one or more documents for which we make one charge) shall not exceed three times the fee charged or £5,000 (whichever is the lesser).

## **8. Retention of documentation**

Under notarial rules we are obliged to maintain a register with copies of all notarial acts and documentation (and incidental records or documentation relating to our notarial acts, including your personal or, as applicable, corporate details for the purposes of our client identification procedures) and you irrevocably agree and accept that we may maintain such a register in physical and/or electronic form.

We shall keep our notarial register and your notarial documents confidential unless:

- 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
- we are authorised to disclose any information by you; or
- 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 Notarial Services as in our view is appropriate; or
- it is necessary or desirable to disclose the same to any other partnership associated with Voisin Law LLP; or
- the information concerned is already in the public domain; or

- it is necessary or desirable to disclose the same to defend any claim against us.

Documentation set out in the preceding paragraphs will be retained in accordance with any guidelines or practice rules published from time to time by the Master of the Faculties (<https://www.facultyoffice.org.uk/>).

## **9. Client due diligence and anti-money laundering/ financing of terrorism procedures**

In order to comply with our obligations at law, we will apply certain measures intended to combat money laundering and the financing of terrorism. We reserve the right to apply such measures in respect of all instructions we receive to provide legal services. These measures include (without limitation) client identification procedures. We will ask the Client to provide such information and evidence as is necessary or appropriate to confirm the identity of the Client prior to accepting any instructions or during the course of an engagement. Such information or evidence may include (without limitation) the identity of anyone on whose behalf the Client is acting, whether as introducer, intermediary, trustee or otherwise. If the Client is a legal person or other vehicle we may also require information or evidence relating to the identity of the beneficial owner(s) and controller(s) of such legal person or other vehicle. We may also require information or evidence relating to other matters including (without limitation) source of funds and source of wealth.

The Client is required to immediately notify us of any material changes in the beneficial ownership or control of the Client (or, if the Client is a limited partnership, any material changes in the beneficial ownership or control of the general partner of the Client), of any change in its operational activities, and of any change in the usual residential, business, correspondence or email addresses, or in contact telephone or facsimile numbers of any of the directors, shareholders or general partner(s) of the Client.

The Client will provide us with such additional information as we may reasonably require in order for us to meet our obligations in the event of a material change in the beneficial ownership or control of the Client.

If the information or evidence we reasonably require to meet our obligations is not provided to us, we reserve the right to (i) decline the instructions and cease to act for the Client pending provision of such information or evidence; and/or (ii) terminate our contract with the Client.

## **10. Data protection and confidentiality**

"Data Protection Laws" means (to the extent applicable) the Data Protection (Jersey) Law 2018 and the Data Protection Authority (Jersey) Law 2018 and in each case any implementing laws, regulations and secondary legislation and any successor legislation thereto.

We shall act in accordance with the requirements of the Data Protection Laws to the extent that they apply in respect of our activities and maintain such notifications with any relevant authorities as may be required under any Data Protection Laws.

We shall not use any personal data or privileged or confidential information relating to the Client or to any matter handled by us on the Client's behalf ("Information"), unless and except (i) it is for the purposes of performing our obligations under these Terms and/or such use is permitted under these Terms; (ii) the Client has provided its prior written consent to us to do so; (iii) we consider it to be appropriate in the proper conduct of the matter; (iv) the Information is already in the public domain; or (v) we are required or permitted to do so by law, or by the rules of a professional body with jurisdiction over us, or by a competent governmental, judicial or regulatory authority.

We may collect, use and process Information in accordance with such privacy notice as we may publish from time to time on our website (<https://www.voisinlaw.com/privacy-policy/>) (the "Privacy Notice") including for or in connection with, amongst other things (i) the provision of our services to the Client and any purpose ancillary to the provision of our services (including, without limitation, performing appropriate anti money laundering/financing of terrorism procedures, undertaking conflict of interest checks, archiving, client and matter management); and/or (ii) otherwise in connection with our business (including, without limitation in connection with marketing, business development, know how, credit control and debt management, analysis of our business and generation of internal reports and accounts and assessment of legal and financial risks to our business).

We may disclose Information to (i) credit reference or fraud prevention agencies, which may retain a record of the Information disclosed to it; (ii) other professional advisers instructed by or on behalf of the Client; (iii) service providers that provide services to us (including, without limitation, our insurers, auditors and advisers and providers of telecommunications and computing facilities); (iv) individuals within the Client's organisation and members of the Client's group, if any; and (v) to third parties for marketing purposes and/or business development purposes where specifically permitted under these Terms or where the Client has provided prior written authorisation for such disclosure. We shall not, however, disclose personal data to any third party or allow any third party to use such data other than in compliance with the Data Protection Laws and the conditions stated in these Terms.

Prior to disclosing (or authorising the disclosure of) any Information to us, the Client shall ensure that it has a lawful basis for the purposes of the Data Protection Laws to make or authorise such disclosure to us. For the purposes of this clause, "lawful basis" may include (without limitation) obtaining all and any necessary consents in order to enable the lawful processing of the personal data and maintaining a record of any such consents (or ensuring that such a record is maintained). Should any relevant consent be revoked by a data subject, then (i) the Client shall

promptly communicate the fact of such revocation to us; and (ii) we shall not be liable for any additional costs, claims or expenses arising from any disruption or delay to any of our services as a result of the withdrawal of such consent.

The Client shall comply in all respects with all the Data Protection Laws which are applicable to it in performing its obligations under or pursuant to these Terms and in connection with the legal services we provide to the Client. Without prejudice to the generality of the foregoing, the Client (including, where applicable, its directors, employees, agents and affiliates) shall (i) comply with applicable Data Protection Laws in relation to any personal data that is processed by us in connection with the legal services we provide to the Client; and (ii) where required, bring the Privacy Notice to the attention of any data subjects on whose behalf or account the Client may act, or whose personal data will be disclosed to any person by virtue of the legal services we provide to the Client, including (without limitation and where applicable) any of the Client's directors, employees, agents, affiliates, advisers, representatives, office holders or beneficial owners.

We reserve the right, to be exercised by us in our absolute discretion, not to disclose to the Client any Information relating to any person other than the Client that we receive.

From time to time we may wish to refer to the Client as our client in publications or other marketing material. We may also wish to refer to matters on which we have acted for the Client where we reasonably consider that such matters are in the public domain or are otherwise not of a confidential nature. Unless the Client advises us otherwise in writing (either generally or in relation to any particular matter), the Client consents to this.

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

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

A copy of these Notarial 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 Notarial Terms of Business and any future variations thereto may be published on the Voisin Law website at [www.voisinlaw.com](http://www.voisinlaw.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 Notarial Terms of Business on the Voisin Law LLP website then, by the publication of these Notarial Terms of Business and any variation thereto on the Voisin Law website, you shall be deemed to have agreed these Notarial Terms of Business and all such variations.

### **12. Complaints**

Our complaints procedure is set out below.

### **13. Termination**

Whilst there will generally not be an element of length in respect of the provision of Notarial Services to you, we reserve the right to cease acting for you if we believe that the transaction involves violence or fraud or otherwise breaches our requirements under the guidelines or practice rules published from time to time by the Master of the Faculties (<https://www.facultyoffice.org.uk/>) or any other requirements of law. You may terminate our engagement at any time by notice in writing. Our fees, disbursements and costs incurred prior to the termination of our engagement remain payable by you.

### **14. Governing law and jurisdiction**

These Notarial Terms of Business regarding our Notarial Services are governed by the laws of Jersey. This contract shall be governed by and construed in accordance with Jersey law. Both parties submit to the non-exclusive jurisdiction of the Courts of Jersey in respect of any dispute arising out of or in connection with these Notarial Terms of Business, any letter of engagement or otherwise our provision of Notarial Services.

### **Acceptance of these Terms of Business**

**Your continuing instructions will be taken as an acceptance of these Notarial Terms of Business, however we reserve the right to refuse to start work on your behalf until one signed copy has been returned to us to keep on our file and we have received satisfactory documentation referred to under the paragraph above headed "Client due diligence and anti-money laundering / financing of terrorism procedures".**

These terms and conditions will apply to any future instructions given by you, unless otherwise agreed.

**January 2023**

I accept the terms of your Terms of Business
Signed .....

Dated .....
<b>For office use only</b>
Our ref:
Client surname:

### **Complaints concerning the work of a Jersey Notary**

In the event of a complaint about notarial services, we shall try to resolve such complaint with the Client to the satisfaction of both parties. You should first raise the issue with the Notary directly.

If such complaint cannot be resolved, you are entitled to make a complaint in accordance with the Notaries (Jersey) Interim Conduct and Discipline Rules 2017 and should follow the complaints procedures as set out on this page.

#### **STEP 1 - First Tier Complaints Procedure**

Contact the Secretary of the Jersey Notaries Society ([notarysryan@gmail.com](mailto:notarysryan@gmail.com)) for the 1st-stage complaints procedure.

The Jersey Notaries Society (“JNS”) will be able to inform you if a Notary is a member.

Where the Notary is not a member of the JNS, the Faculty Office of the Archbishop of Canterbury (the “Faculty Office”) ([faculty.office@1thesanctuary.com](mailto: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 JNS (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 Jersey 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 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 (Jersey) Interim Conduct and Discipline Rules 2017, subject to any case-specific directions by the Registrar or Commissary.

Fees and Costs are now set out in the Notaries (Jersey) Interim Conduct and Discipline Rules 2017 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.