

ANDREW M JOHNSON LTD

NOTARY PUBLIC

SPANISH LAW

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Terms of Business

Part I: General

Our Aim

Our aim is to provide you with the highest quality service in a professional and approachable way. When you instruct us in a particular matter, unless we agree otherwise, you authorize us to take such steps as we think necessary to try to obtain the result which you require. You must let us know if there is a limit to what you want us to do on your behalf whilst we act for you. We will always act independently and in your best interests.

As part of our commitment to you - we will

- Represent your best interests and keep your business confidential.
- Explain to you the legal work which may be required and the prospects of a successful outcome.
- Make sure that you understand the likely degree of financial risk which you will be taking on.
- Advise you on certain tax aspects, but only if specifically requested so to do.
- Keep you regularly informed of progress.
- Try to avoid using technical legal language when writing to you.
- Deal with your queries promptly. For example, we will always try to respond to your telephone calls on the same day if at all possible.

How you can help us to help you

- Where possible telephone or email us to make an appointment if you want to see us.
- Unless it is urgent, please write or e-mail rather than telephone.
- Avoid unnecessary telephone calls or appointments as they increase costs and may delay matters for you.
- Give us clear and full instructions. Do not leave out any information about your case.
- Ask for an explanation about anything that you have not fully understood or which concerns you.
- Contact us if you have not heard from us as you expected.

Office hours of business

Our normal hours of business are 9am to 4.30 pm on weekdays but appointments can often be arranged outside those hours, including home visits, if this is more convenient to you. Outside normal office hours messages can be left on the Ansaphone.

Professional Indemnity

In the interests of our clients we maintain professional indemnity insurance. Our company is registered with the Companies Registry of England and Wales with the number 9121062. As a Notarial Practice our company is fully insured to a maximum of 1 Million Pounds per claim.

Confidentiality

We have a professional and legal duty to keep our clients affairs confidential.

In some circumstances we may be required to make a report to an appropriate authority under the terms of the Money Laundering Regulations and the Proceeds of Crime Act 2002. Any authorized or protected disclosure pursuant to these regulatory obligations will not constitute a breach of our duty of confidentiality to you. We may not be permitted to tell you that an authorized or protected disclosure has been made or the reasons for it.

You hereby agree to waive your legal professional privilege to permit us to make any disclosure to an

Limitation of Liability

We will not be liable for any loss, damage or delay arising out of the firm's compliance with any statutory or regulatory requirements relating to the conduct of the firm's business.

Client Identification

We are now required by law to obtain satisfactory evidence to establish our client's identity and address. Where necessary we will provide you with details of our requirements in respect of client identification. We are entitled to refuse to act for you if you fail to supply appropriate proof of identification for yourself or for any principal whom you represent.

Who will deal with your work?

Your matter or business will primarily be dealt with by **Andrew Johnson** who is a Notary with over 30 years' experience in dealing with Spanish Legal matters and Leticia Stacey who is a paralegal with over 15 years practice in the field of Spanish legal work and Notarial related matters.

Who are notary publics?

A Notary is a qualified lawyer and a member of the third and oldest branch of the legal profession in the United Kingdom, and is subject to regulation by the Court of Faculties. For further information see www.facultyoffice.org.uk. The rules which affect Notaries are very similar to the rules which affect Solicitors. Notarial practices must be fully insured and keep clients' money separately from the business, and comply with stringent rules of practice. A Notary Public in England has many of the same responsibilities as Notaries in European countries.

Communications

E-mail communications are not secure (unless encrypted). The firm's outgoing e-mail communications are normally sent unencrypted. We will use our outgoing e-mail facilities in your case on your authority, confirmed by your continued instructions after the receipt of this notice, unless you notify us to the contrary. We will communicate with you by such method as you may request. Unless you withdraw consent, we will communicate with others when appropriate, by e-mail or fax but we cannot be responsible for the security of correspondence and documents sent by e-mail or fax.

E-mail communications will be subjected to virus checks, but we cannot guarantee that our e-mail communications are virus free. We will not be liable for any loss damage or delay whatsoever arising out of the use of e-mail communications for your work. We retain relevant information about you on our database. We will not disclose your information to third parties unless in accordance with a court order or other statutory or regulatory requirement. We may from time to time use these details to send you information, which we think may be of interest to you unless you notify us in writing that you do not wish us so to do.

Data Protection

The Firm is a registered data processor under the GDPR with ICO registration number **Z3610755**. Personal data received from clients is held securely and not capable of being accessed externally. Data collected as part of notarial records is used solely for the purposes of meeting our professional legal responsibilities as Notaries Public. For full details of our PRIVACY POLICY and data processing terms please see our website: www.spanish-law.net

Storage of Papers and Documents

At the conclusion of your matter or business, we will store your papers for **six** years, or such further period as we consider, in our discretion, to be appropriate. Papers relating to concluded matters may be destroyed, at our discretion, after the minimum storage period unless you instruct us to the contrary, in which case we may require you to take custody of the papers.

This provision does **not** apply to **Public Form documents** to be used abroad and which have been attested by Andrew M Johnson Notary Public. Such documents will be retained in our Notarial Protocol of public or authentic documents for the period prescribed from time to time by our profession regulator the Master of the Faculties

Court Proceedings

As a Notarial Practice **we do not undertake Litigation** and do not provide advice and assistance to clients in respect of court proceedings.

Consumer Protection Distance Selling Regulations

Under the Consumer Protection Distance Selling Regulations 2000 for non-business instructions, you may have the right to withdraw, without charge, within seven working days of the date on which you asked us to act for you. However, if we start work with your consent within that period, you lose that right to withdraw.

Your acceptance of these terms and conditions of business will amount to such consent. If you seek to withdraw instructions you should give notice by telephone, email or letter. The regulations require us to inform you that the work involved is likely to take more than 30 days.

Termination of Instructions

You may terminate your instructions to us in writing at any time but we are entitled to keep all your papers and documents while there is money owing to us for our charges and expenses. If at any stage you do not wish us to continue doing work and or incurring charges and expenses on your behalf, you must tell us this clearly in writing. If we decide to stop acting for you, for example, if you do not pay an interim bill or comply with the request for a payment on account, we will tell you the reason and give you notice in writing.

Execution of Documents

Should a Will or other legal document be signed elsewhere than on our premises, we will provide you with the necessary information as to how the document is to be signed and witnessed. If you fail to comply with our instructions for the execution of the document and the failure results in the document being defective, we accept no liability for any consequences which may arise from such defect.

Tax Advice

Any work that we do for you may have tax implications or necessitate the consideration of tax planning strategies. Unless you have instructed us specifically to advise on tax matters our retainer **will not include advice on the actual or potential tax implications** of a transaction that you instruct us to carry out. If you have any concerns in this respect please raise them with us immediately. If we can undertake the research necessary to resolve the issue we will do so and advise you accordingly. If we cannot we may be able to identify a source of assistance for you.

Part II Charges and Payment Arrangements

Introduction to our Charges

Our charges are calculated to reflect a fair and reasonable charge for the work carried out on your behalf having regard to all the circumstances of your matter. In most cases, our charges are calculated mainly by reference to the time actually spent carrying out any work undertaken on your behalf.

In transactions involving a substantial financial consideration or benefit to you, our fees may be calculated both by reference to the time spent on your case, and also by reference to a value element, which reflects the overall complexity and importance of the transaction and the consequent responsibility falling upon the practice. If our charges include a value element, we will be happy to explain to you the basis of the value calculation.

Written Estimate

We will provide an estimate for our fees in which case a separate written estimate will be supplied to you or the estimate will be confirmed to you in correspondence with you. All written estimates are subject to these terms of business.

Incomplete Matters

Our charges are payable whether or not the matter is successfully concluded or your matter is otherwise completed. For non-property matters, if your matter or transaction does not proceed to a conclusion, whether or not a written fee estimate has been provided, we shall be entitled to charge for the work carried out on your behalf on the basis of our hourly charges set out in these terms of business, although in our absolute discretion we may waive part or all of such entitlements to fees.

Hourly Charges

Time spent on your behalf is recorded and charged in standard units of six minutes. Letter sent out and all telephone calls, whether made or received, are charged as a standard unit each unless the actual time involved exceeds six minutes in which case the actual time will be charged. Routine letters received are charged in units of three minutes per page. Work or attendances by secretarial or support staff in connection with your case will be charged, where the work materially progresses your case.

Our company is not currently registered for VAT; should it become registered, once we have started a transaction, we will notify you of this change and thereafter VAT will be charged, where applicable, at the prevailing rate. **The VAT rate is currently 20%**. Where your instructions require that work is carried out or interviews take place necessarily outside normal office hours we reserve the right to increase the charging rate applicable. We will notify you of any increased charging rate where applicable.

Our current hourly charging rate for all our work is £ 270.00

These hourly charges have to be reviewed periodically to reflect increases in overhead costs and inflation. Normally the rates are reviewed with effect from 1st of January each year. If the review is carried out before this matter has been concluded we will inform you of any variation in the rate before it takes effect.

Payment to others

Notaries have to pay out various expenses on behalf of clients. We refer to such payments generally as disbursements. VAT is payable on certain disbursements. We have no obligation to make such payments on your behalf unless you have provided us with the funds for that purpose. You will be required to pay for disbursements as they are incurred. In some cases where the disbursements can be estimated or quantified in advance you may be required to pay a sum on account of the disbursements in advance.

Payment arrangements

It is normal practice to ask clients to pay sums of money from time to time utilised to settle charges and expenses arising as the matter progresses. We find that this helps clients in budgeting for costs as well as keeping them informed of the legal expenses which are being incurred. If such requests are not met with prompt payment, this may result in a delay in the progress of your matter. Invoices should be paid within 14 days of delivery. Interest will be charged on a daily basis from the date of the invoice on all accounts not settled within that time. In the unlikely event of any invoice not being settled within 14 days or a request for payment not being met, we must reserve the right to stop acting for you further and to terminate our retainer on your behalf. **We do not accept cash payments in excess of £300.**

Interest on outstanding invoices

The interest rate charged in respect of unpaid invoices shall be 4% above the base lending rate of NatWest Plc in force from time to time.

Bank Account Interest

1. Our company does **not** hold clients' money. This means that monies paid to us are held on an instant access account to facilitate the transaction attracting no interest.

2. Monies deposited with us will always be for the purposes of covering payments to us in respect of our legal fees or expenses payable to third parties such as Land Registry fees, Stamp duty, Notary fees, general tax liabilities in respect of particular transactions, court fees or third-party fees.

Foreign Exchange / Currency transfers and accounts

During the course of your transaction it is likely that we will have to exchange Pounds Sterling for Euros. We often write to clients asking for the Sterling equivalent of a Euro sum and the amount requested will be based on the exchange rate at the time. There will almost certainly be a difference between the rate quoted at the time of writing to clients and the day of purchase of the Euros needed. If the Pound has strengthened against the Euro then we will have a surplus for which we will account to you. If on the other hand the Euro strengthens then we will need to ask you for further funds in Pounds to cover any shortfall.

We are sure you will appreciate we are not Foreign Exchange speculators and we will not delay purchasing Euros in an attempt to gain an advantage for clients. If you are concerned at the procedures we adopt, it is possible for you to buy Euros yourself from your bank or through reputable currency brokers, and transfer the funds in Euros yourself.

Part III: Your Agreement with Us

This "Terms of Business" document contains contractual terms regulating the basis upon which we undertake your instructions.

Joint Instructions

If we are instructed to act for two or more persons in connection with any matters, your instructions will be provided on a joint and severally basis (unless you notify us in writing to the contrary) so that we may accept instructions from any one of the joint clients on the behalf of all of the joint clients in connection with all matters relating to the joint instructions.

Terms of Business for Future Instructions

Unless otherwise agreed and subject to the application of the then current hourly rates, these Terms of Business shall apply to any future instructions given by you to this company.

Consumer Satisfaction Survey

It is important that as a profession we receive feedback from the public as to the service our profession provides. As such, I would invite you to complete the consumer survey which can be found on our regulators website: <http://www.facultyoffice.org.uk/notary/notary-news>

Complaints Procedure

My company is regulated by the Faculty Office of the Archbishop of Canterbury: The Faculty Office, 1The Sanctuary, Westminster, London, SW1P 3JT, Tel: 020 7222 5381, Email Faculty.office@1thesanctuary.com Website: www.facultyoffice.org.uk

If you are dissatisfied about the service you have received please do not hesitate to contact me.

If we are unable to resolve the matter you may then complain to the Notaries Society of which I am a member, who have a Complaints Procedure which is approved by the Faculty Office. This procedure is free to use and is designed to provide a quick resolution to any dispute.

In that case please write (but do not enclose any original documents) with full details of your complaint to: The Secretary of The Notaries Society, Old Church Chambers 23 Sandhill Road, St James, Northampton. NN5 5LH, Email secretary@thenotariessociety.org.uk Tel: 01604 758908

If you have any difficulty in making a complaint in writing please do not hesitate to call the Notaries Society/the Faculty Office for assistance.

Finally, even if you have your complaint considered under the Notaries Society Approved Complaints Procedure, you may at the end of that procedure, or after a period of six months from the date you first notified me that you were dissatisfied, make your complaint to the Legal Ombudsman*, if you are not happy with the result: Legal Ombudsman, PO Box 6806, Wolverhampton, WV1 9WJ Tel: 03005550333 Email : enquiries@legalombudsman.org.uk Website : www.legalombudsman.org.uk

If you decide to make a complaint to the Legal Ombudsman (LO) you must refer your matter to the LO within six months of receiving a final response to your complaint and six years from the date of act/omission; or three years from when you should have reasonably have known there was cause for complaint (only if the act or omission took place more than six years ago).

*Certain kinds of commercial entities are not eligible to make complaints to the Legal Ombudsman. Please refer to the Legal Ombudsman Scheme Rules or consult the Faulty Office

Your instructions in this matter will amount to an acceptance and confirmation that you have read and understood these terms of business.