



## VENINDER DHARIWAL - NOTARY PUBLIC

at V Dhariwal Notary Public Limited – Company No.  
9519174

### TERMS OF BUSINESS

#### 1. Instructions

Clients are asked to supply us with clear instructions, including all relevant background information, at the outset and as the matter continues.

#### 2. Basis of Charging

VAT number: GB 333 9175 93

Fees are assessed mainly by reference to the time spent on the matter, on the basis of an hourly charging rate. Rates are reviewed from time to time. In accordance with Notarial practice guidelines, (which stipulate that fees should be fair and reasonable having regard to all the circumstances of the case), our fees may also include an additional element reflecting other factors including value, importance, speed, complexity, weekend and late appointments or special skills.

If instructions are terminated for any reason, a charge will be made for all work carried out to date. Separate charges are made for any disbursements or expenses incurred on behalf of clients; these may sometimes have a VAT element. Costs include preparatory and drafting work, correspondence and attendances.

#### 3. Estimates

Except in the most routine cases, it is difficult to estimate how many hours of work will be required to complete a matter, bearing in mind the variety of circumstances that may arise. However, guidance as to likely costs will be given, where possible, on request. Any estimates given will be based on the information available to the notary at the time and, although given in good faith, will not be binding. Variations in the instructions given, including requests for additional work or unexpected developments and/or inexperience, incompetence or lack of co-operation on the part of other parties or their advisers may increase costs.

#### 4. Insurance cover

Clients should ascertain whether they are covered by any relevant insurance in respect of either liability or legal expenses. If so, they should inform the notary and notify the insurers of the possible claim and of the notary's involvement as soon as possible. Insurance policies commonly provide that a delay in informing the insurers of a potential claim on the policy invalidates the insurance policy.

#### 5. Funds on Account

We reserve the right to ask for money to be paid on account of work to be done, disbursements to be made or expenses to be incurred. Such funds are held in our Client Account until such time as an invoice is submitted or a payment made on a client's behalf. Credits to the notary's client account should be made in sufficient time to allow for bank clearance before they are required.

#### 6. Invoices

Fees are normally due for settlement on completion of work and prior to release of completed documentation. Invoices are delivered where required for work carried out, expenses incurred and disbursements made during the conduct of a matter. Invoices must be settled within 30 days or, if requested, immediately if further work on the matter is required. Any queries concerning an invoice should be raised immediately 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 papers or documents of the client which are in my possession, until payment has been made. Interest is chargeable from the date of the invoice on invoices outstanding for more than 30 days at 4% per annum above Barclays Bank Base Rate from time to time in force. Where outstanding for more than 30 days from issue our invoices are assigned by arrangement to solicitors litigation department and are collected by that department.

#### 7. Termination of retainer

The client may terminate instructions to me in writing at any time. In the event of payment not being made for an invoice or on account as requested, or in the event of the client's insolvency or if a conflict of interest becomes apparent or if the client fails to instruct me properly, I may decline to act any further on behalf of the client. I may exercise the lien that arises on any papers, documents, money or securities of the client which are in my possession until payment for any outstanding charges has been made. In contentious matters I may apply at any time to have its name removed from the court record.

## **8. Liability for Payment**

Where a client requests that an invoice is to be paid by a third party on behalf of a client and such third party does not pay the invoice within 30 days of issue of invoice the instructing client will immediately be liable to discharge that invoice.

## **9. Quality of Service**

It is my aim to provide a good service to clients. Any client who has cause for dissatisfaction or complaint should immediately notify Veninder Dhariwal by email.

## **10. Data Protection**

I comply with the Data Protection Act 1998. Clients' personal data may be used and disclosed by me to third parties in the course of providing services to the client, and marketing those and other services provided by me to the client (e.g. seminar invitations and newsletters) and for regulatory purposes. I am required to maintain personal data for regulatory and insurance purposes provided by me for a period of time after conclusion of provision of services to the client. If a client does not wish personal data to be used for marketing purposes as mentioned above, the client should notify me in writing. Some clients' files (and personal data therein) may occasionally be made available on a confidential basis to an external quality assessor or auditor. I will be entitled to carry out such credit or other searches in respect of clients as I consider appropriate. My full Privacy Policy as per the General Data Protection Regulations (GDPR) is set out on the website [www.sloughnotary.co.uk](http://www.sloughnotary.co.uk)

## **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 me an e-mail, I will assume that I may use that address for the sending of unencrypted sensitive or confidential correspondence or documents to the client. I may also, during the course of a matter, send unencrypted sensitive or confidential information to other persons involved, unless specifically requested by them or the client not to do so. All e-mails sent by me and attachments thereto should be scanned for viruses by the recipient.

## **12. Money laundering compliance**

I operate a money laundering reporting procedure as required by law whereby, in the event of any suspicion as to money laundering, information will be revealed to the appropriate authorities. All payments to my client account must be made via a UK clearing bank. Cash payments will not be accepted. Clients will be required to provide satisfactory proof of identity and full details of the source and proposed destination of funds. Pending this, funds may be frozen and I will not accept any responsibility for loss or delay caused by the failure of clients to provide such information promptly.

## **13. Professional indemnity, limitations on liability**

**13.1** No liability for loss (including, but not limited to, damages, costs and interest) to clients or other parties, whether in contract, tort (including negligence) or otherwise will be accepted by me in relation to any matter in the absence of specific written agreement to the contrary referring to this term and signed by me in excess of the lower of:

**13.1.1** The sum of £1,000,000

**13.1.2** The amount of my professional indemnity insurance cover from time to time. The present cover is for not less than £1,000,000. Specific cover for higher limits may be obtainable in certain circumstances at the expense of the client.

**13.2** The amount of any liability is to be reduced so far as may be appropriate to take account of the degree of responsibility of any other professional or other advisers whom the client has consulted in relation to the matter as if I had  
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successfully claimed contribution from them under the Civil Liability (Contribution) Act 1978 taking no regard for any limitation agreed between the client and such advisor, and they had the resources to meet the same, provided that I shall not be obliged to make or pursue any such claim for contribution.

**13.3** No liability whatsoever will be accepted by me 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 by me to provide advice or services or to rely upon any advice given or opinion expressed by or on behalf of me. The application of any legislation conferring on third parties contractual or other rights, including the Contract (Rights of Third Parties Act 1999) shall be excluded insofar as permitted by law.

**13.4** In any event, no liability whatsoever will be accepted by me 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 by me 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.

**13.5** All searches of the Register of Companies carried out by me are effected using the Registrar of Companies' on line service. To the extent that the Registrar or other provider does not accept responsibility for any inaccuracies or omissions arising from use of the on line service, I accept no responsibility or liability arising from reliance upon the results of such searches, if they should subsequently be found to be inaccurate or incomplete. These limitations will apply notwithstanding any express or implied term of business or any collateral agreement or warranty, whether express or implied.

#### **14. Force majeure**

I will not be liable for any loss or damage arising as a direct or indirect result of the supply of services being prevented, hindered, delayed or rendered uneconomic by reason of circumstances beyond my control, including but not limited to Act of God, war, riot, strike, lock out, trade dispute or labour disturbance, accident, breakdown of machinery, fire, flood, storm or difficulty or increased expense in obtaining information or services of any description.

#### **15. Jurisdiction**

English law shall be the applicable law and the English courts 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.

**16. Confidentiality** - I attach great importance to dealing with clients' affairs in strict confidence. However, some files may occasionally be made available on a confidential basis to an external Quality Assessor in connection with quality control. I can arrange to withhold any particular file from random selection for such inspection, upon request. The professional body regulating Notarial practice also has rights of inspection to ensure good practice and conduct.

#### **17. Foreign Law**

I do not advise on foreign law but act in an evidential, authentication capacity.

V Dhariwal Notary Public Limited – Sole Director and Notary Public – Veninder Dhariwal

Email: [vkd@sloughnotary.co.uk](mailto:vkd@sloughnotary.co.uk) / [www.sloughnotary.co.uk](http://www.sloughnotary.co.uk)

**Veninder Dhariwal - Notary Public, 24 High Street, Slough, Berkshire, SL1 1EQ / Tel: 01753 535422 - V Dhariwal Notary Public Limited - Company number 9519174**

MRS VENINDER DHARIWAL IS REGULATED BY THE FACULTY OFFICE OF THE ARCHBISHOP OF CANTERBURY IN RESPECT OF HER NOTARY WORK.