

# Terms: Legalisation Service

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## 1. Terms

These terms and conditions are the contract between the client ("You") and SCN limited t/a Soni & Co Notaries ("Us", "We" or "Our") for legalisation and document forwarding services. All work is undertaken on the basis of these terms.

## 2. Services

We provide all our services promptly and with all reasonable due skill and care, but subject always to the terms below.

Where we provide legalisation these are as described on our web site or in any newsletters or brochures that we provide. Those descriptions set out what services we use in relation to dispatch of documents to you, and whether we utilise courier, special delivery or other methods used. If you are unsure as to what is included in the service or fee let us know in advance.

Although we endeavour to meet time deadlines agreed time is not of the essence and we do not accept any liability arising from a failure to deliver services or documents on time. Where there is a delay in meeting a delivery date we will notify you with the reasons for delay.

Whereupon you send documents to us you agree to do so utilising our Order Form for Legalisation Services ("Order Form"). We reserve the right to refuse to act in the case where you do not utilise our Order Form

Where you have a particular deadline it is your responsibility to ensure that you notify us clearly via our Order Form and we will use our reasonable endeavours to meet that time. However many circumstances are outside our control such as postal delays, DX or courier problems and the time taken by bodies such as the UK Foreign and Commonwealth Office and Consulates.

Where we are told a collection date for legalisation services by an Embassy or Consulate, we cannot guarantee that documents will be ready on the day

we are told by them as they sometimes do not meet their own set deadlines.

Lodging times at Consulates vary and some documents cannot be lodged on the day after obtaining Apostille.

Our contact is with you. We do not contact your own client except in so far as you request explicitly, via our Order Form, that we forward your legalised documents to your client.

## 3. Fees

The fees we charge for our service are exclusive of VAT and VAT must therefore be added.

The fee scales are laid out in literature that we provide you, normally via newsletter or other printed form. When you utilise our service you accept our fee scales as stated on such literature. Where you prescribe a certain service via our Order Form and you then seek to vary the service from that on the Order Form, you must do so in writing. This variance must be agreed by us in writing, e-mail being sufficient for this purpose in both cases.

Where we receive a cheque or bank transfer in advance for services we reserve the right to wait until the funds have cleared before proceeding to provide the services, particularly for high amounts such as for certain Consulates or where a multiple disbursement fee is involved.

Where you wish to terminate a service once it has started you are required to notify us immediately in writing and we may terminate it if you pay forthwith for all work done to that point and expenses we have already incurred. If you fail to pay us or a cheque or other payment is dishonoured we are entitled to cease work immediately on written notice to you without prejudice to our other rights.

**As from Monday 5<sup>th</sup> October 2009 30 day credit terms are available You will be invoiced once the job is complete.**

**If you do not wish to use this facility**, payment can be made by cheque, credit card or bank transfer

into our Natwest bank account with Sort Code 60-14-26 and Account No. 56121873). Please quote your Job Reference in all correspondence with Us.

**If you do intend to use our Credit Account facility** separate account details exist (this will also be provided on our invoice). Please contact [accounts@notariesoflondon.com](mailto:accounts@notariesoflondon.com) if you do not have this information or for further details about opening a Credit Account.

#### **Orders & Invoices**

As from 5<sup>th</sup> October 2009 invoices will not be issued until jobs are complete. Each job will be processed as an "Order" by Us and will incorporate a Job Reference and an Order number. An Order will give a likely indication of the cost of the services and disbursement involved. These fees and costs **are not guaranteed**. If the fees and costs are expected to or during the time we are processing the documentation, are in fact varied, We will inform You as soon as is reasonably possible so that you can decide whether you wish to proceed with the service. Our Fees and Costs charged up until this time are still payable though we will endeavour to limit any further costs until we have written agreement from You.

#### **4. Liability Legalisation Service**

Except for liability for death and personal injury caused by our negligence and for fraudulent misrepresentation:-

- (a) our liability to you is strictly limited to the fees  
You have paid for the work in question – not including disbursements; and
- (b) We do not accept any liability for consequential and indirect loss or damage, loss of profit, revenue, good will and loss of opportunity whether in contract or in tort.
  - To the fullest extent permissible by law we exclude all terms implied by law under the Supply of Goods and Services Act 1982.
  - We do not accept any liability where you have incorrectly instructed us such as asking us to obtain legalisation in the wrong country name. We advise clients to check countries and names of territories very carefully indeed.
  - We are specifically not responsible for Consulate policies and turnaround times nor

are we liable for any change of required fee to be paid to them.

- We are not liable for documents that are rejected by Consulates although we will utilise our own professional experience and do our best to ensure they are acceptable. We will charge an additional courier fee if it is necessary to return to the Consulate with amended documents.

Where Consulates do not offer legalisation services or refuse to legalise (a) document(s) you will still be charged the service fee.

#### **5. Confidentiality and data protection**

We will keep your documents and information strictly confidential but may in the ordinary course of business disclose it to Consulates and the like and our own subcontractors and agents in order to perform the services. However, we may disclose information where required to do so by law, where already in our possession prior to our undertaking work for you or obtained from another source or where disclosure is to our advisers under conditions of confidentiality.

You should ensure that before you send us any documents or information that you have the legal right to do so under intellectual property law, confidentiality and contractual obligations and data protection legislation. You will fully indemnify and hold us harmless against all loss and liability arising from breach of this provision.

#### **6. Non-Competition**

We will not knowingly engage in sending marketing material to any corporate entity or otherwise mentioned in any documentation you send to Us. In particular, to avoid any doubt, we will not use your documentation to compile any marketing list or in any way to contact the persons or entities mentioned within your documentation. When we manage your Order we will not liaise with your client unless specifically requested, in writing, to do so.

#### **7. General Terms**

These terms are subject to English law and you agree to submit to the non-exclusive jurisdiction of the English courts in connection with any dispute hereunder. Nothing in these terms shall give any third party an enforceable right whether under the



Contracts (Rights of Third Parties) Act 1999 or otherwise.

Any change to these terms and conditions will be notified to you in writing or by e-mail.

This is the entire agreement between us, save for any other document referred to in these terms. No prior statements or representations form part of this Agreement. Our failure to enforce a right shall not amount to waiver of such right.

We shall not be liable for any breach of this Agreement or failure to perform the services caused by reasons of force majeure including without limitation Act of God, fire, flood, failure by subcontractors outside our control, strikes, floods, war, terrorism, failures in electricity or other power or telephone supplies or any other circumstance beyond our reasonable control.

If you have any complaints about our service contact the person who originally undertook the work first in writing, explaining why you feel you have not received a satisfactory service. If you are not satisfied with the response you may write to our Principal Notary Public for a resolution.

[mks@notariesoflondon.com](mailto:mks@notariesoflondon.com)