

FLORIDA CIVIL LAW NOTARY - TERMS OF BUSINESS

1. **INTRODUCTION:** A Florida civil-law notary, also known as a Florida International Notary, is an officer appointed by the Florida Department of State, rather than the governor of Florida, who holds the powers traditionally delegated to notaries in civil-law countries. Florida civil-law notaries have all of the same powers of Florida notaries public but none of the limitations. A Florida Civil-Law Notary is a Florida attorney who is a member of the Florida Bar in good standing, and who has been in practice for at least 5 years and has received training and passed an examination administered by the National Association of Civil Law Notaries (NACLN). The relevant rules and principles applicable to notaries public are set out in the governing statute, [Florida Statute, Ch. 118](#), and the [Administrative Rule, 1N-6.001](#)

2. **NOTARIAL STANDARDS & RESPONSIBILITIES:**

a. **NOTARIAL FORMALITIES / STANDARDS:** The notary's responsibility is to the integrity of the Notarial act performed on your behalf. Notaries have to follow internationally recognised and acceptable procedures. Notaries must insist on satisfactory compliance with and/or reliable proof of all appropriate matters relating to your identity, your legal capacity/authority, your comprehension and approval, interpretation/translation, voluntary act/undue influence etc., required execution of documents, alterations in the document, due signatures, witnessing, observance of other stipulated formalities at home and abroad, apostille requirements and/or Consular legalisation, and making a formal registry entry and protocol copy set of the notarised documentation.

Unless otherwise ticked below, our responsibility is limited to the Notarial Formalities described in this clause.

We are also acting as a Florida attorney in relation to this matter.

Separate Florida attorney terms of business have been signed in this regard.

For the sake of convenience, it is common for US notaries public to be asked to notarise an appearing party's confirmation that he or she has delivered documents to another party when in fact the documents are present at the notarisation and not delivered yet. We cannot notarise documents which require you or us to confirm that an event took place which did not take place.

b. **VERIFICATION OF FACTS:** Occasionally the party receiving the notarised documents may require the notary to confirm certain facts. This may require that before meeting with you we must independently obtain evidence or proof from sources other than you. In this we may need your full co-operation. If we have to add disclaimers to the document to make it clear that there are facts which we have not been able to verify, the document may become useless or of less benefit to you and we will not accept liability if this is the case.

c. **FOREIGN LAW:** We do not advise on foreign law but act in an evidential, authentication capacity. You will note that our obligation to you therefore can not and does not extend to advice on the matter under consideration or drafting substantive documentation. In relation to transactions relating to foreign law, we would expect you to have obtained advice from your own (a) lawyer(s) and/or (b) relevant foreign lawyer(s), and/or (c) other competent professional advisers.

You may potentially be taking a huge risk of relying upon and signing documents prepared by another party or its adviser(s), without yourself taking independent legal or other competent professional advice. If you have not done so, you may be advised to obtain advice from (a) lawyer(s) and/or (b) relevant foreign lawyer(s), and/or (c) other competent professional advisers before the transaction proceeds.

3. **PLACE OF ATTENDANCE:** Your personal attendance at our office is preferable where our own photocopying and facilities are available as required. Arrangements can be made for us to attend your place of business. In cases justifying attendance at your own address special arrangements can be made but this may increase time and expense.

4. **FLORIDA APOSTILLE / CONSULAR LEGALISATION:** Some receiving parties may require an apostille. This is the process by which the Florida Department of State confirms that the notary's seal and signature are indeed those of an appointed Florida Civil Law Notary. Sometimes the document will then have to be forwarded to an Embassy for the country to where the document will be sent. The Embassy will then attach its own certificate to the document. The party requesting the document or your foreign lawyer will likely advise you of the need for legalisation. If not, you should ask your advisor or lawyer about this. We shall be able to obtain the necessary legalisation and shall discuss with you time scale and whether we should use legalisation agents or couriers if speed is required. You can however choose to deal with legalisation yourself should you wish.

5. **FEES & DISBURSEMENTS:**

Third Party Payment of Fees: Fees of £_____ and disbursements of £_____ have been paid by a separate party, being: _____

a. **Fees:** This firm's fees are based on an hourly rate of £215 per hour with a minimum fee of £75. This firm is not registered for VAT. Time is charged for all work undertaken from start to finish including preliminary details, matter opening, advice, preparation, attendances, drafting, phone calls, correspondence, fax, legalisation and the recording of the matter in our Notarial Register and Protocol. Letters that we write and routine telephone calls that we make will be charged in units of 1/10th of an hour. Our charges for considering routine letters received will be in units of 1/20th of an hour. Other letters and telephone calls will be charged on a time basis. If your instructions mean that we have to work outside normal office hours, we reserve the right to increase our charges and or our hourly rates. We will charge in addition all expenses incurred, for example (but not limited to) counsel and court fees, experts and other reports, the cost of postage, couriers, telephones calls, photocopying, travel, parking, search fees, bank transactions and bank transfers to which will be added an administrative or handling charge. Our hourly rates will be reviewed on an annual basis from the date of these Terms of Business and you

will be notified in writing of any increased rate. We charge a fee of £30 for our time spent in arranging for an apostille by post or for arranging a FedEx delivery.

- b. **Special Factors:** Special factors may affect the fee rate e.g.: (1) complexity, difficulty or novelty; (2) skill, labour, specialised knowledge and responsibility; (3) time; (4) number and importance of documents prepared or perused; (5) place and circumstances in which the business or any part is done; (6) value of money or property involved; (7) importance of the matter to the client; (8) urgency, disruption, dislocation/re-arrangement of other work; (9) work unavoidably undertaken out-of-office hours.
 - c. **Invoices & Payment:** Fees and Disbursements are due upon signature and before release of the notarised documentation, although subsequent work may remain to complete the matter. Payment of invoices may be made in cash, by cheque, or by debit or credit card. In the event of payment not being made as requested, we reserve the right to decline to act any further and to exercise a lien on any papers or documents which are in our possession, until payment has been made.
 - d. **Disbursements:** You are responsible for any disbursements, including such of the following as are applicable: legalisation fees payable to the Florida Department of State and/or Embassies etc., translators'/interpreters' fees, Companies House or equivalent search fees, Agents fees, travelling expenses where applicable, and couriers' and/or other transmission costs.
 - e. **Estimates:** Where notarisation cannot take place upon instructions being given, guidance as to likely time and costs will be given on receipt of necessary documents. Any estimates given will be based on the information available 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.
 - f. **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 firm's client account until such time as an invoice is submitted or a payment made on your behalf. Credits to our client account should be made in sufficient time to allow for bank clearance before such funds are required.
 - g. **Cash:** We will only accept payment in cash of up to £500. If you, or a third party on your behalf, circumvent this term we reserve the right to charge for any additional checks we deem necessary regarding the source of the funds.
6. **MONEY LAUNDERING COMPLIANCE:** The Law now requires lawyers, in certain circumstances to obtain evidence of identity of their clients. This is because lawyers who deal with money and property can be used by criminals wishing to launder money and our acceptance of instructions from you is conditional upon proof of identity. Please therefore provide us with your original passport or driving licence, provided that it includes your photograph. We also need to see a recent utility bill (but not a mobile phone bill) or bank statement, bearing your home address. Photocopies will not be acceptable unless they are certified as true copies by a practising lawyer to whom you have produced the originals in person. In the event of the work being undertaken for you is in, or involves a foreign jurisdiction, then we may be obliged to carry out further and additional procedures and enquiries.

Lawyers are under a professional duty to keep the affairs of their clients confidential. However, this obligation is subject to a statutory exception under money laundering legislation. We may ask you where any money you have sent us comes from or is going to come from and we may refuse to act or stop acting for you if you do not give us this information. We may be required to disclose information concerning you and the work that we are undertaking for you to the Serious Organised Crime Agency. If, while we are acting for you, it becomes necessary to make a money laundering disclosure, we may not be able to inform you of that disclosure or the reasons for it. Where the law permits, we will tell you about any potential money laundering problem and explain what action we may need to take. We may also need to reveal information about you to our accountants, insurers, legal advisers and tax authorities. In such instance, we may tell other clients and potential clients that we are acting or have acted for you, but we will not disclose the work that we have undertaken for you without your express agreement.

7. **E-MAIL & OTHER COMMUNICATIONS:** We will correspond with you at the address and or telephone number provided by you. Where you provide us with an e-mail address, eg, by sending the firm an e-mail, we will assume that we may use that address for the sending of unencrypted sensitive or confidential correspondence or documents to you. We may also, during the course of a matter, send unencrypted sensitive or confidential information to other persons involved, unless specifically requested by them or you not to do so. You agree that you are responsible for any emails that you send and you acknowledge that we cannot guarantee that emails either from you or from us will necessarily be delivered immediately. You further acknowledge that we shall not be liable to you in the event that emails from us to you contain a virus, computer errors, or other programme corruption. All e-mails sent by the firm and attachments thereto should be scanned for viruses by the recipient. If you want us to communicate only with specified people you must write to us with their names.
8. **DATA PROTECTION ACT:** This firm complies with the Data Protection Act 1998. Clients' personal data may be used and disclosed by the firm to third parties in the course of providing services to the client, and marketing those and other services provided by the firm to the client (e.g. seminar invitations and newsletters) and for regulatory purposes. The firm is required to maintain personal data for regulatory and insurance purposes provided by the firm 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 any partner of the firm 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. The firm will be entitled to carry out such credit or other searches in respect of clients as it considers appropriate.
9. **ONLINE NOTARY PROTOCOL STORAGE POLICY:** Save for (1) original documents you require be returned to you and (2) documents this firm is required to keep in their original form such as wills or trusts which will be stored in a fireproof filing cabinet, it is our policy to scan all documents and e-mails received from you and third parties in this matter and to keep electronic copies. Further to this, we seek your consent to keep our electronic copies synced to our secure and encrypted online depository where we will keep such documents until the expiration of any relevant period of time within which the firm is statutorily required to keep such documents.

Consent is hereby given to this firm to the above do the following:

- make electronic copies of documents received from you and third parties in this matter
- keep electronic copies on a separate networked hard drive and in a secure and encrypted online depository
- shred documents in the paper file save for any documents that the client request be returned or the firm is required to keep, and

- delete such electronic records upon the expiry of the relevant period of time within which the firm is statutorily required to keep such documents

10. **TRANSFER:** This contract is personal to you and you acknowledge that you cannot transfer it to anyone else. You agree that nobody else has any rights or benefits under it or may enforce any of its terms whether it be under the Contracts (Rights of Third Parties) Act or otherwise.

11. **TERMS:** If a Court finds any of the terms of this contract with you to be unenforceable or void you accept that you will still be bound by the remaining terms.

12. **ENTIRE AGREEMENT:** Entire Agreement – This contract is the entire agreement between us in relation to this particular work and replaces any previous agreements, understandings or arrangements between us.

13. **PROFESSIONAL INDEMNITY, LIMITATIONS ON LIABILITY, AND EXCLUSIONS**

- a. We maintain Florida attorney/Florida civil law notary professional indemnity insurance in an amount of \$500,000.00.
- b. We, including our staff or agents, will not accept any liability, except in respect of claims for death or injury resulting from negligence or as otherwise prohibited by law, for loss (including, but not limited to, damages, costs and interest) to you or other parties, whether in contract or in tort (including negligence) or otherwise in relation to any matter in the absence of specific written agreement to the contrary referring to this term in excess of :
 - i. the amount of our account for professional services to the extent that we are permitted by law to do so, or if this is not then to:
 - ii. the amount of our professional indemnity insurance cover from time to time. The present cover limit is \$500,000.00 in respect of any one claim, event or series of related claims or events. Specific cover for higher limits may be obtainable in certain circumstances at your expense. It is therefore important that you consider this carefully and agree at the outset that such a limit is fair and reasonable in the circumstance. If you do not raise this matter with us at the outset you will be deemed to accept that this is so. We emphasise this responsibility is with you. In the event that you consider otherwise it needs to be drawn to our attention at the earliest possible stage in order that we can reconsider whether and on what terms we are prepared to continue.
 - iii. No liability whatsoever will be accepted on the part of this notarial practice, our staff or our agents, in relation to any loss, damage or liability whatsoever caused directly or indirectly to any party other than the person/organisation for whom we have agreed to act in connection with the relevant matter. No third party shall have any right by virtue of any law or enactment, to enforce any contract by us to provide services or to rely upon any opinion expressed by or on behalf of us. 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.
 - iv. In any event, we, our staff or agents, accept no liability where such liability either arises from any instructions or information given by you 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 us or for profit, loss of business, loss of data, depletion of goodwill or loss occurring in the normal course of business or otherwise.
 - v. All searches of the Register of Companies carried out by us 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, we, our agents or staff, 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.

This limitation will apply notwithstanding any express or implied term of business or any collateral agreement or warranty, whether express or implied.

OTHER EXCLUSIONS:

- c. Force majeure: We 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 any circumstances beyond our control.

14. **QUALITY OF SERVICE:**

It is our aim to provide a good service to clients. Any client who has cause for dissatisfaction or complaint should immediately notify this firm.

- a. My notarial practice is regulated by the Florida Department of State. Their website is <http://www.dos.state.fl.us>. The applicable rules regulating Florida Civil Law Notaries are Florida Statute, Ch. 118, and Administrative Rule, 1N-6.001.
- b. If you are dissatisfied about the service you have received please do not hesitate to contact me.
- c. If we are unable to resolve the matter, you may then complain to Florida Department of State at: Florida Department of State, Division of Corporations, P.O. Box 6327, Tallahassee, FL 32314, USA.

15. **APPLICABLE LAW & JURISDICTION:**

Further to the requirements of our insurance coverage, you consent to the exclusive jurisdiction of the Florida Courts in relation to the bringing of any legal proceedings against this firm for professional negligence.

I/We acknowledge receipt of and accept these Terms of Business

Dated.....

Signed.....

Signed.....

PLEASE KEEP THIS DOCUMENT FOR REFERENCE