

Notarial and Certification client questionnaire

Please ensure that you complete all sections

Full Name:

Address:

Email:

Telephone number:

Date of birth:

Place of birth:

For persons who are politically exposed or have a connection with politically exposed persons (PEP), please give details:

(If you are unsure of your position, please complete the above and the Notary will contact you to clarify the details.)

Please provide a description of the documents you require to be notarised:

For what purpose and where are the notarised documents intended to be used?

A copy of our notarial terms and conditions are attached.

Please confirm that you have read and agree to those terms and conditions by signing and dating in the boxes below:

Signature:

Date:

It is important that you bring a form of personal photographic identification, eg a passport, together with proof of your current address which also states your name, which should be no more than 3 months old.

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**TERMS AND CONDITIONS OF
NOTARIAL ENGAGEMENT AND
PRACTICE**

1. I am registered as a Notary Public practising in the Bailiwick of Guernsey by the Faculty Office of the Archbishop of Canterbury and I am governed by the Rules of Conduct issued by the Faculty Office.
2. I am also a partner of the firm of advocates known as “ABT” and the contractual and all other aspects of your engagement concerning the provision of notarial services are between you and ABT exclusively. The notarial service being provided to you is being provided by and on behalf of ABT.
3. These Terms and Conditions (“the Terms” and/or the “Retainer”) set out the basis on which ABT accepts instructions to provide notarial services to clients. No variation to the Terms will be permitted unless signed in writing by all parties. By requesting notarial services you agree to the terms and conditions set out within this document and that the provision of notarial services will be governed exclusively by the terms and conditions set out herein.
4. Any reference to “I”, “me”, “my”, “us” or an equivalent or similar phrase in this Retainer is a reference to ABT’s and its provision of notarial services by Jeremy Le Tissier.
- 5.1 the authentication of identities and signatures to private and commercial documents;
- 5.2 the preparation and execution of Powers of Attorney and other documents for use in Guernsey and abroad;
- 5.3 the taking of declarations, sworn statements and affidavits for use in Guernsey and abroad;
- 5.4 the certification of verified facts such as the status of a Company; or
- 5.5 the certification that a document is a true copy of an original.
6. I do not provide legal advice or certifications in relation into matters of overseas law, or foreign documentation or transactions. I do not prepare for or carry out transactions for clients in relation to the following activities:
 - 6.1 the management of client money, securities or other assets;
 - 6.2 the organisation of contributions for the creation, operation or management of companies.

Scope of Services

5. I provide notarial services only in the Bailiwick of Guernsey and solely in relation to:

Fees and Disbursements

7. Fees are charged as follows:

- 7.1 Generally for a straight-forward Notarial Act which does not involve any drafting or detailed consideration of documents the charge is £70.00 per Notarial Act.
- 7.2 Where the Notarial Act includes the binding together of a multiple paged document by me (usually with rivets and ribbon) this will incur a charge of £20 per binding.
- 7.3 All other notarial functions and services (including drafting, checking, confirming, researching, verifying, etc.) are charged on a time spent basis.
- 7.4 Any work over and above the minimum rate per notarial is also charged on a time spent basis.
- 7.5 A time charge may be made for travel for attendance at clients' offices, particularly those outside central St. Peter Port.
- 7.6 Time spent is charged in six minute units and at the same hourly rate that I charge when acting as an Advocate, which is presently £650 per hour.
- 7.7 Searches and other non-notarial acts may be undertaken by my legally qualified professional staff or trained paralegal staff, in which case the appropriate hourly rate will be charged.
- 7.8 Disbursements such as legalisation costs, Greffe and Registry search fees are re-charged at cost.
- 7.9 Fee notes are presented when the notarial act is completed and are payable on presentation. Clients may be required to make payment in advance of work being undertaken.
- whether in contract, tort, or otherwise, for any losses, whatsoever and howsoever caused, arising from or in any way connected with this Retainer.
9. We shall have no liability towards You if any losses are due to the provision of false, misleading or incomplete information or documentation or due to any acts or omissions of any person other than any partner, employee, or consultant of Us.
10. We shall have no liability towards You for any loss of profit, loss of interest, loss of business, loss of production, loss of anticipated savings, loss of expectation, depletion of goodwill (whether regarded as direct or indirect or consequential loss under Guernsey law), and/or any indirect or consequential loss or damage whether for costs, expenses or other claims for consequential compensation whatsoever (howsoever caused) which arise out of or in connection with this Retainer.
11. Save as otherwise agreed in writing, Our liability (which includes that of Our partners, employees or consultants), whether to You or any third party, of whatever nature, whether in contract, tort or otherwise, for any losses (including interest and legal costs) whatsoever and howsoever caused arising from or in any way connected with this engagement, for work covered by this Retainer shall not exceed ("**Limit of Liability**"):
- 11.1 £2,000,000 per claim or, if greater the minimum legal of indemnity per claim prescribed by the rules and regulations the Guernsey Bar; or
- 11.2 in any event £2,000,000 in aggregate in respect of all claims arising out of advice given by Us arising out of the transaction which is the principal subject of this agreement; and

Professional Indemnity and Limitations on Liability

8. We shall have no liability of any nature towards You other than in negligence,
12. For the purposes of the Limit of Liability, the following are regarded as one claim:
- 12.1 all claims arising from one matter or transaction; and

- 12.2 all claims arising from one act or omission, one series of related acts or omissions, the same act or omission in a series of related matters or transactions, similar acts or omissions in a series of related matters or transactions.
13. Nothing in this section shall impose on Us any liability additional (in amount or nature) to that which We would have if this section were not present. Furthermore, the presence of this section will not preclude any defence which We would have if this paragraph were not present.
14. Nothing in this Retainer shall exclude, restrict (or prevent suit in respect of) any liability arising from fraud or reckless disregard of professional obligations or other liabilities which cannot lawfully be limited or excluded.
15. Any advice given to, or other work done for You by any of Our partners, employees or consultants will be given by that person on behalf of Us and not in his or her individual capacity, and no such person will have any personal responsibility to You for the advice or other work.
16. If, as a matter of law, a duty of care would otherwise be owed to You by any of Our partners, employees or consultants, such duty is hereby excluded, and You shall not bring any action against any of Our partners, employees or consultants in connection with this Retainer.
17. You represent and warrant that You have fully considered the provisions of this section and that they are reasonable in the light of all the factors relating to this Retainer.
18. This section shall survive the termination of this Retainer.
19. No liability for loss (including, but not limited to, damages, costs and interest) to you 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 these terms and signed by myself in excess of the amount of the my professional indemnity insurance cover from time to time. The present cover is for not less than £2,000,000. Specific cover for higher limits may be obtainable in certain circumstances at your expense.
20. No liability whatsoever will be accepted on my part in relation to any loss, damage or liability whatsoever caused directly or indirectly to any party other than the person/organisation for whom I have agreed to act in connection with the relevant matter.
21. Any claim, demand, proceedings or similar against Us must be commenced within two years from the act or omission giving rise to the cause of action. We shall have no liability whatsoever for any claim, demand, proceedings or similar against Us commenced two years or later from the act or omission giving rise to the cause of action.
22. 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.
23. In any event, no liability whatsoever will be accepted on my part 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 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.
24. No liability will be accepted for any claim brought outside Guernsey.
25. These limitations will apply notwithstanding any express or implied term of business or

any collateral agreement or warranty, whether express or implied.

26. I may make online company searches of the Guernsey Registry or manual searches at HM Greffier. To the extent that the Registrar or Greffier does not accept responsibility for any inaccuracies or omissions arising from use of the online service or manual searches, I accept no responsibility or liability arising from reliance upon the results of such searches if they should subsequently be found to be incomplete or inaccurate.

Verification of Identity

27. In all cases I am required to verify identities of individuals making oaths, declarations or signing documents, unless they are already known to me.
28. Identity may be verified by the production of a passport or official photo-identity document such as a driving licence, supported by an original utility bill to provide proof of address. I may retain copies of identity documents for compliance purposes.

Data Protection and Privacy

29. We obtain and process personal data as a data controller. In our Privacy Notice we set out how we obtain and use personal data about you before and after your relationship with us, and your rights in respect of personal data, all in accordance with the Data Protection (Bailiwick of Guernsey) Law, 2017 ("the DP Law"). We may update my Privacy Notice from time to time. A copy of the current version of our Privacy Notice is attached hereto. Our Privacy Notice is also maintained on our website www.abt.gg
30. By agreeing to contract with me on the basis set out within these Terms you hereby provide your consent that we may process your personal data in connection with the services we provide to you.

Email Correspondence

31. It is my policy to use email wherever possible. Where you have provided me with an email address, e.g. by sending me an email, you agree that I may use that email address for the sending of unencrypted, sensitive or confidential correspondence or documents to you. 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 you not to do so.
32. All emails sent by me and any attachments thereto should be scanned for viruses by the recipient and I shall not be liable for the effect of any virus that may be included in or attached to any email I have sent to you.

Governing Law and Jurisdiction

33. The terms and conditions of our arrangement and the provision of these Terms shall be governed by Guernsey law and shall be subject to the exclusive jurisdiction of the Guernsey courts in the case of any dispute.
34. If any provision of the Terms is held by any court or other competent authority to be void or unenforceable in whole or part, the Terms shall continue to be valid as to the other provisions thereof and the remainder of the affected provision.

Complaints Procedure

35. We are committed to providing clients with a high quality of service. Should you have a complaint concerning the provision of notarial services, in the first instance any complaint is to be made under the process set out in this paragraph.
36. The complaints procedure to be followed in the first instance is:
 - 36.1 Any complaint must be made within 3 months of the date of the Notarial Act;
 - 36.2 You shall set out the full and complete nature of your complaint, including all

issues, concerns and matters you want addressed in writing and send it to Jeremy.letissier@guernseylegal.com ;

36.3 Your complaint will be considered and you will receive a written response addressing the matters complained of.

37. Following the outcome of the consideration of a complaint as set out above, if you remain unsatisfied an escalated complaints procedure is set out below.

38. I am a member of the Association of Guernsey Notaries Public. I am governed by the Rules of Conduct issued by the Faculty Office, which include the Notaries (Guernsey) Interim Practice Rules 2018 (“the Rules”). Under section 9.1 of the Rules I am required to provide clients with a copy of a form of words prescribed by the Master from time to time (the “prescribed form of words”) which explains that the client has a right to make a complaint under Part II of Notaries (Guernsey) Conduct and Discipline Rules 2018 and how to make such a complaint. My prescribed form of words are as follows:

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

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

41. 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 Christopher Vaughan, Secretary of The Notaries Society, Old Church Chambers, 23 Sandhill Road, St James,

Northampton, NN5 5LH. Email: secretary@thenotariessociety.org.uk

42. If you have any difficulty making a complaint in writing, please do not hesitate to call The Faculty Office for assistance.

Jeremy Le Tissier
Partner
For and on behalf of abt

Privacy Notice

Who are we?

1. We are abt Advocates & Notaries Public, a firm of advocates and notaries public based in the Bailiwick of Guernsey; all references to “we”, “us” or “our” in this Notice mean abt.

What is this Privacy Notice?

2. This Privacy Notice (“**Notice**”) sets out the information we must provide to you under The Data Protection (Bailiwick of Guernsey) Law, 2017 (“**Law**”) in processing your personal information (“**PI**”) that you provide to us or we otherwise obtain in the course of operating our legal services business. For the purposes of the Law we are the data controller.

On what legal basis do we process your PI?

3. We process your PI principally for the purposes of performing a contract between you and us, and pursuing our legitimate interests, in providing legal services to you and operating our business, but if necessary we may separately rely on your explicit consent to use your PI which you may withdraw at any time. We may also process PI constituting special category data for the purposes of or in connection with legal proceedings or establishing, exercising or defending legal rights.

How do we obtain your PI?

4. We may obtain your PI from you when you communicate it to us directly via telephone, letter, email, or otherwise, we receive it from third parties, we obtain it from public sources, you interact with any marketing we undertake, and otherwise in the normal course of our business in providing legal services.

Why and for what purposes do we process your PI?

5. We process your PI in order to administer and operate our business in providing legal services to you and our clients, which includes for the purposes of complying with our legal and regulatory obligations, and processing and responding to enquiries, job applications and complaints we receive in the course of our business.

What PI do we process about you?

6. The PI we process varies depending on the work we undertake for you, but includes your names, addresses, telephone numbers, email addresses, date of birth, nationality, immigration status, residential status, family relationships, marital status, passport information, references, financial information, bank details, credit rating, sources of wealth, assets, professional and employment information, your education and qualifications, your directorships and shareholdings, information relating to claims, court cases and convictions, politically exposed person (PEP) status, information available in the public domain, social media account information, third party opinions and other information about you, the PI of persons connected to you whether professionally, personally or otherwise, and special category data relating to your health, medical details, criminal data, racial or ethnic origin, political opinions, religious or philosophical beliefs, trade union membership, genetic data, biometric data and data concerning your sex life or sexual orientation.

For what purposes may we share your PI?

7. We may need to share your PI with various third parties for the purposes of operating our business and providing legal services to you and our clients, in seeking references and confirmation of details you have provided to us, and otherwise to the extent required by law, regulation or court order.

With whom may we share your PI?

8. We may share your PI with third parties including counterparties to transactions or litigation, other law firms, other professional service providers, external legal advisers, regulators, law enforcement agencies, governmental institutions, tribunals and courts, third party agents and suppliers or contractors, our IT, cloud and communications service providers, and our auditors, accountants, professional advisers, employees and consultants.

What about international transfers of your PI?

9. It may be necessary for us in operating our business to transfer your PI to a recipient in a jurisdiction outside the Bailiwick of Guernsey or the EU, in which case we will ensure that if it is an authorised jurisdiction an adequacy decision is in force in respect of it or it is a designated jurisdiction under the Law, and if it is an unauthorised jurisdiction that there are appropriate or suitable safeguards applying to the transfer (a copy of which we can make available at your request).

For how long do we retain your PI?

10. We will retain your PI and ensure we keep it securely for as long as is necessary to carry out the purposes for which it was collected, to establish, exercise or defend our legal rights or for the purposes of legal proceedings, to satisfy any reporting or accounting obligations, for statistical purposes, and to comply with all applicable laws and regulatory requirements.

What rights do you have about your PI we process?

11. Under the Law you have the following rights: to information for PI collected from you and indirectly collected, to data portability (subject to exceptions), of access, to object to processing for direct marketing purposes or on grounds of public interest or for historical or scientific purposes, to erasure, to restriction of processing, to be notified of rectification, erasure and restrictions, and not to be subject to decisions based on automated processing of PI (we do not undertake automated processing), and to complain to the Data Protection Authority in Guernsey under section 67 of the Law.

What about changes to this Notice?

12. We will keep this Notice under review and may update it from time to time. This version is updated to **5 May 2021**.

How may you contact us?

13. If you wish to contact us about this Notice or to exercise any of your data protection rights, please contact us at 10 New Street, St Peter Port, Guernsey, GY1 2PF, or by telephone on 01481 724124, or by email at enquiries@guernseylegal.com.