

TERMS OF BUSINESS

1. Instructions

Clients are asked to supply clear instructions, including all relevant background information, at the outset and as the matter continues. Company clients should nominate one individual who is authorised to give instructions on the company's behalf in relation to each matter. Reference should be made to the Notes for Guidance.

2. Basis of Charging

Cost rate £295 per hour (£185 minimum fee).

Fees are assessed mainly by reference to the time spent on the matter, on the basis of an hourly charging rate. Details of the hourly rates applicable to any particular matter are available on request. 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 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.

Costs include preparatory and drafting work, correspondence and attendance. The Notarial practice is not registered for Value Added Tax and expenses and disbursements will be charged gross.

Fees are calculated using my own scale of charges which may change from time to time. I will quote a fixed price for carrying out certain instructions. However, I reserve the right to apply additional charges if I am required to carry out extra work or if the matter proves to be unusually difficult or complex. Miscellaneous costs such as consular fees, apostilles and agents charges and postage costs will be passed on to you. Bank charges and major photocopying or printing costs may also be passed on to you.

Fees and costs are subject to VAT at the relevant current rate.

If my work is terminated before completion, I will charge you a fair and proportionate amount for any work actually carried out.

I will only ask you to provide fees or funds in advance in order to cover matters such as consular disbursements, when these amounts are likely to be significant.

My invoices are payable following receipt of the works although with commercial clients I am happy to comply with their normal payment time lines.

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 firm 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 or lack of co-operation on the part of other parties or their advisers may increase costs.

4. Legalisation and apostilles

Where a document is notarised in the United Kingdom, further formalities may be required before it can be accepted or acted upon overseas. This may involve the presentation of the document to the embassy or consulate in the UK or the country where the document is to be used for certification of the notary's signature; this formality is known as "legalisation" or "consularisation".

Many countries are parties to an international convention abolishing the requirement for consular legalisation. In these cases, legalisation is replaced by a certificate known as an apostille. Apostilles are issued in the United Kingdom by the Foreign and Commonwealth Office.

I will make reasonable efforts to carry out your instructions , however I cannot accept liability for the acts or omissions of external offices and bodies such as loss, delay or refusal to act.

5. 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 firm and notify the insurers of the possible claim and of the firm'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.

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 7 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, we 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 our possession, until payment has been made.

Interest is chargeable from the date of the invoice on invoices outstanding for more than 7 days at 4% per annum above the Base Rate from time to time in force of Nat West Bank Plc.

7. Termination of Retainer

The client may terminate instructions to the firm 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 the firm properly, the firm may decline to act any further on behalf of the client. The firm may exercise the lien that arises on any papers, documents, money or securities of the client which are in the firm's possession until payment for any outstanding charges has been made. In contentious matters the firm 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 7 days of issue of invoice, the instructed client will immediately be liable to discharge the invoice.

Where the firm accepts instructions from a limited company, the firm may require personal guarantees in relation to its fees and disbursements from appropriate directors or shareholders (or other individuals or companies) at any stage in the transaction or proceedings unless the company has deposited sufficient funds on account as described in 6 above. Where the person instructing the firm does so on behalf of two or more persons, each of those persons shall be jointly and severally liable to the firm for the obligations on the client imposed by these Terms.

9. Quality of Service

It is my aim to provide a good service to my clients.

If I am 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
PO Box 1023
Ipswich IP1 9XB

Email: secretary@thenotariessociety.org.uk

If you have any difficulties in making a complaint in writing, please do not hesitate to contact 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 8 weeks 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 6167

Slough SL1 0EH

Tel: 0300 555 0333

Email: enquiries@legalombudsman.org.uk

Website: www.legalombudsman.org.uk

If you decide to make a complaint to the Legal Ombudsman, you must refer your matter to the Legal Ombudsman within one year from the act/omission or within one year from when you should reasonably have known there was a cause for complaint.

The notarial practice is regulated by the Faculty Office of the Archbishop of Canterbury .

The Faculty Office
1, The Sanctuary
Westminster
London
SW1P 3JT

Email: faculty.office@1thesanctuary.com

Website: www.facultyoffice.org.uk

If you have any complaints about our work, please do not hesitate to contact Nicholas Cook, and if the matter cannot be immediately resolved, he will refer your complaint to the Notaries Society of which he is a member, who have a Complaints Procedure which is approved by the Faculty Office.

Alternatively, you can complain to the Notaries Society direct. 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 Dandhill Road

St James

Northampton

NN5 5LH

Email: secretary@thenotariessociety.org.uk

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 eight weeks from the date of making the complaint to us, make your complaint direct to the Legal Ombudsman (whose contact details are set out below) if the matter has not been resolved to your satisfaction:

Legal Ombudsman

Baskerville House, Centenary Square

Broad Street, Birmingham B1 2nd

Tel: 0300 555 0333

Or email enquiries@legalombudsman.org.uk

Website: legalombudsman.org.uk

10. E-mail

It is the policy of the firm to use e-mail wherever possible. Where a client has provided us with an e-mail address, eg, by sending the firm an e-mail, the firm will assume that it may use that address for the sending of unencrypted sensitive or confidential correspondence or documents to the client. 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 the client not to do so. All e-mails sent by the firm and attached thereto should be scanned for viruses by the recipient.

11. Money Laundering Compliance.

The firm operates 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 the firm's 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 the firm will not accept any responsibility for loss or delay caused by the failure of clients to provide such information promptly.

12. Professional Indemnity, Limitations and Liability

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 the firm, its partners, agents or staff in relation to any matter in the absence of specific written agreement to the contrary referring to this term and signed by the principal of the firm in excess of the lower of:

The sum £1,000,000 for any claim

The amount of the firm's professional indemnity insurance cover from time to time. The present cover is for £1,000,000. Specific cover for higher limits may be obtainable in certain circumstances at the expense of the client.

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 the firm had 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 the firm shall not be obliged to make or pursue any such claim for contribution.

No liability whatsoever will be accepted on the part of the firm, its partners, agents or staff in relation to any loss, damage or liability whatsoever caused directly or indirectly to any party other than the client for whom the firm has agreed to act in connection with the relevant matter. No third party shall have any right to enforce any contract by the firm to provide advice or services or to rely upon any advice given or opinion expressed by or on behalf of the firm. 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.

In any event, no liability whatsoever will be accepted on the part of the firm, its principal, agents or staff 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 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 by the firm 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.

All searches of the Register of Companies carried out by the firm are made using the Registrar of Companies' online service. To the extent that the Registrar does not accept responsibility for any inaccuracies or omissions arising from use of the online service, the firm accepts 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.

13. Force Majeure

The firm 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 the firm's 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.

14. Interpretation

English law shall be the applicable law, and 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 part, these terms shall continue to be valid as to the other provisions and the remainder of the affected provision.

15. Use of Technology, Devices and Artificial Intelligence

To the extent that I use any automated decision-making technology, including artificial intelligence, in the course of my services, I do not rely upon the same without human intervention.

Before using any new technology including artificial intelligence, I carry out an appropriate risk assessment to ensure that your rights are not adversely affected by the same.

I understand that the notary must make and keep copies of the relevant pages of my passport, and other identification, and I give my permission to do so. I understand that the Notary Public is registered under the Data Protection. This information is not disclosed to any other parties.

16. Regulator

Our notarial practice is regulated by the Faculty Office of the Archbishop of Canterbury whose address is:

The Faculty Office
1, The Sanctuary
Westminster
London
SW1P 3JP
Telephone: 020 7222 5381
Email: faculty.office@1thesanctuary.com
Website: www.facultyoffice.org.uk

17. DATA PROTECTION PRIVACY NOTICE

1. The business of **Surinder Singh Uppal of 22 Windsor Road, Slough, Berkshire, SL1 2EJ** trading as Chambers Solicitors (“**Business**”, “**we**”, “**us**”, “**our**”). The Business is registered with the Information Commissioner’s Office (“ICO”).
2. If you have any questions about this privacy notice (“**Notice**”), please contact me by email.

3. The Business will process your and third parties' personal data, as further explained below, in the course of providing you with notarial and associated services ("**Services**").
4. We will let you know if we make any changes to this Notice from time to time. Your continued use of the Services after notifying such changes will amount to your acknowledgement of the amended Notice.

What is Personal Data?

5. "**Personal data**" means any information relating to an identified or identifiable natural person, known as '**data subject**', who can be identified directly or indirectly; it may include name, address, email address, phone number, IP address, location data, cookies and similar information. It may also include "**special categories of personal data**" such as racial or ethnic origin, political opinions, religious or philosophical beliefs, or trade union membership, and the processing of genetic data, biometric data for the purpose of uniquely identifying a data subject, data concerning health or data concerning a natural person's sex life or sexual orientation.
6. The Business may process personal data and special categories of personal data which you provide in connection with the Services about yourself and other data subjects, e.g. individuals whose details are included in any materials provided by you to the Business. The Business may obtain information about you and other data subjects from third party service providers, such as due diligence platforms. If you use our online Services, the Business may collect information about your devices including clickstream data.
7. The provision of certain personal data is mandatory in order for the Business to comply with mandatory client due diligence requirements and consequently to provide the Services. You warrant on a continuous basis that such personal data is accurate, complete and up to date. Failure to comply may result in documents being rejected by the relevant certification authorities, held invalid in the destination country or other difficulty to successfully completing the Services.
8. In relation to personal data of data subjects you warrant to the Business on a continuous basis that:
 - where applicable, you are authorised to share such personal data with the Business in connection with the Services and that wherever another data subject is referred to, you have obtained the explicit and demonstrable consent from all relevant data subjects to the inclusion and use of any personal data concerning them;
 - to the extent this is required in connection with the Services, such personal data is accurate, complete and up to date; and
 - either you provide your explicit consent and warrant that each data subject has provided explicit consent for the transfer of personal data to foreign

organisations in connection with the Services as set out at paragraph 18, or that an alternative legal gateway for such transfer (such as transfer necessary for the conclusion or performance of a contract concluded in the interest of the data subject) has been satisfied.

How do we use your personal data?

9. The Business will only process personal data, in accordance with applicable law, for the following purposes

- **responding to your queries, requests and other communications;**
- **providing the Services**, including, where applicable, procuring acts from foreign organisations;
- **enabling suppliers and service providers to carry out certain functions on behalf of the Business in order to provide the Services**, including webhosting, data storage, identity verification, technical, logistical, courier or other functions, as applicable;
- **ensuring the security of the Business and preventing or detecting fraud;**
- **administering our Business**, including complaints resolution, troubleshooting of our website, data analysis, testing of new features, research, statistical and survey purposes;
- **developing and improving our Services;**
- **complying with applicable law**, including Notary Practice Rules, guidelines and regulations or in response to a lawful request from a court or regulatory body.

The legal basis for our processing of personal data for the purposes described above will typically include:

- processing necessary to fulfil a **contract** that we have in place with you or other data subjects, such as processing for the purposes set out in paragraphs (a), (b), (c) and (d);
- your **consent**, such as processing for the purposes set out in paragraph (e);
- processing necessary for our or a third party's **legitimate interests**, such as processing for the purposes set out in paragraphs (a), (b), (c), (f), (g) and (h), which is carried out on the basis of the legitimate interests of the Business to ensure that Services are properly provided, the security of the Business and its clients and the proper administration of the Business; and
- processing necessary for compliance with a **legal obligation** to which we are subject, such as processing for the purposes set out in paragraph (i).and
- any other applicable legal grounds for processing from time to time.

COOKIE STATEMENT

What exactly are cookies?

10. In order to collect the information including personal data as described in this Notice, we may use cookies and similar technology on our website. A cookie is a small piece of information which is sent to your browser and stored on your computer's hard drive, mobile phone or other device. You can set your browser to notify you when you receive a cookie. This enables you to decide if you want to accept it or not. However, some of the Services offered through our website may not function properly if your cookies are disabled.

11. Cookies can be first party or third party cookies

- First party cookies – cookies that the website you are visiting places on your device.
- Third party cookies – cookies placed on your device through the website but by third parties, such as, Google.

12. We use the following cookies on our website:

- Strictly necessary cookies. These cookies are essential in order to enable you to move around our website and use its features. Without these cookies, Services you have asked for cannot be provided. They are deleted when you close the browser. These are first party cookies.
- Performance cookies. These cookies collect information in an anonymous form about how visitors use our website. They allow us to recognise and count the number of visitors and to see how visitors move around the website when they are using it and the approximate regions that they are visiting from. These are first party cookies.
- Functionality cookies. These cookies allow our website to remember choices you make (such as your username, language or the region you are in, if applicable) and provide enhanced, more personal features. These cookies can also be used to remember changes you have made to text size, fonts and other parts of web pages that you can customise. The information these cookies collect may be anonymised and they cannot track your browsing activity on other websites. These are first party cookies.
- Social Media cookies. These cookies allow you to connect with social media networks such as LinkedIn and twitter. These are persistent cookies

which will be kept on your device until their expiration or earlier manual deletion.

13. We may combine information from these types of cookies and technologies with information about you from other sources.

Cookie consent and opting out

14. We assume that you are happy for us to place cookies on your device. Most Internet browsers automatically accept cookies. However, if you, or another user of your device, wish to withdraw your consent at any time, you have the ability to accept or decline cookies by modifying your browser setting. If you choose to decline cookies, you may not be able to fully experience the interactive features of our website, our platforms and Services.
15. When you arrive on our website a pop-up message will appear asking for your consent to place advertising cookies on your device. In order to provide your consent, please click 'I understand'. Once your consent has been provided, this message will not appear again when you revisit. If you, or another user of your device, wish to withdraw your consent at any time, you can do so by altering your browser settings otherwise we will assume that you are happy to receive cookies from our website. For more information please visit allaboutcookies.org and <http://www.youronlinechoices.com/uk/>.

Disclosure of personal data

16. There are circumstances where the Business may wish to disclose or is compelled to disclose your personal data to third parties. These scenarios include disclosure to
- our **subsidiaries** or **associated offices**;
 - our **suppliers** and **service providers** to facilitate the provision of the Services, including couriers, translators, IT consultants and legalisation and other handling agents, webhosting providers, identity verification partners (in order to verify your identity against public databases), consultants, for example, in order to protect the security or integrity of our business, including our databases and systems and for business continuity reasons;
 - **public authorities** to carry out acts which are necessary in connection with the Services, such as the Foreign Office;
 - **foreign organisations** to carry out acts which are necessary in connection with the Services, such as Embassies, Consulates and High Commissions;
 - **professional organisations** exercising certain public functions in relation to the notaries profession, such as Chambers of Commerce

- **successor or partner legal entities**, on a temporary or permanent basis, for the purposes of a joint venture, collaboration, financing, sale, merger, reorganisation, change of legal form, dissolution or similar event relating to a Business. In the case of a merger or sale, your personal data will be permanently transferred to a successor company;
- **public authorities** where we are required by law to do so; and
- **any other third party** where you have provided your consent.

International transfer of your personal data

17. We may transfer your personal data to a third party in countries outside the country in which it was originally collected for further processing in accordance with the purposes set out above. In particular, your personal data may be transferred to foreign organisations such as foreign Embassies located in the UK or abroad. Such organisations will process personal data in accordance with the laws to which they are subject and international treaties over which the Business has no control.
18. If the Business transfers personal data to private organisations abroad, such as subcontractors, it will, as required by applicable law, ensure that your privacy rights are adequately protected by appropriate technical, organisation, contractual or other lawful means. You may contact us for a copy of such safeguards in these circumstances.

Retention of personal data

19. Your personal data will be retained for as long as is reasonably necessary for the purposes listed above or as required by the law. For example, the Notaries Practice Rules require that that notarial acts in the public form shall be preserved permanently. Records of acts not in public form shall be preserved for a minimum period of 12 years. Please contact us for further details of applicable retention periods. Personal data may for reasons of security and convenience be stored on remote data facilities but in an encrypted form.
20. We may keep an anonymized form of your personal data, which will no longer refer to you, for statistical purposes without time limits, to the extent that we have a legitimate and lawful interest in doing so.

Security of personal data

21. The Business will implement technical and organisational security measures in order to prevent unauthorised access to your personal data.
22. However, please be aware that the transmission of information via the internet is never completely secure. Whilst we can do our best to keep our own systems secure, we do not have full control over all processes involved in, for example, your use of our website or sending confidential materials to us via email, and

we cannot therefore guarantee the security of your information transmitted to us on the web.

Data subject rights

23. Data subjects have numerous rights in relation to their personal data. For further information about your data protection rights please visit the ICO website.

- **Right to make a subject access request (SAR).** Data subjects may request in writing copies of their personal data. However, compliance with such requests is subject to certain limitations and exemptions and the rights of other data subjects. Each request should make clear that a SAR is being made. You may also be required to submit a proof of your identity and payment, where applicable.
- **Right to rectification.** Data subjects may request that we rectify any inaccurate or incomplete personal data.
- **Right to withdraw consent.** Data subjects may at any time withdraw their consent to the processing of their personal data carried out by the Business on the basis of previous consent. Such withdrawal will not affect the lawfulness of processing based on previous consent.
- **Right to object to processing, including automated processing and profiling.** The Business does not make automated decisions. Profiling may be carried out for Business administration purposes, such as monitoring trends in user visits of our website. The Business may use third party due diligence platforms which provide recommendations about data subjects by automated means. We will comply with any data subject's objection to processing unless we have a compelling overriding legitimate ground for the processing, the processing is for the establishment, exercise or defence of legal claims or we have another lawful reason to refuse such request. We will comply with each valid opt-out request in relation to marketing communications.
- **Right to erasure.** Data subjects may request that we erase their personal data. We will comply, unless there is a lawful reason for not doing so. For example, there may be an overriding legitimate ground for keeping the personal data, such as, our archiving obligations that we have to comply with.
- Data subjects may request that we restrict our processing of their personal data in various circumstances. We will comply, unless there is a lawful reason for not doing so, such as, a legal obligation to continue processing your personal data in a certain way.
- **Right to data portability.** In certain circumstances, data subjects may request the controller to provide a copy of their personal data in a

structured, commonly used and machine-readable format and have it transferred to another provider of the same or similar services. To the extent such right applies to the Services, we will comply with such transfer request. Please note that a transfer to another provider does not imply erasure of the data subject's personal data which may still be required for legitimate and lawful purposes.

- **Right to lodge a complaint with the supervisory authority.** We suggest that data subjects contact us about any questions or complaints in relation to how we process personal data. However, each data subject has the right to contact the relevant supervisory authority directly.

I confirm I have read the above and agree with its amendments.