

RICHARD WILLIAM OLLIS

NOTARY PUBLIC

Number Ten, Elm Court, Stratford-upon-Avon, Warwickshire,

CV37 6PA, England

TERMS OF BUSINESS & COMPLAINTS PROCEDURE

(effective date July 2012)

(A) **Please Note** that my Notarial practice is operated as part of the business of Richard Ollis Limited (registered number 7727137) having its registered office at the above address

(B) **Terms and Conditions of Business**

1. Clients' and third party funds

Pursuant to my obligations under the Proceeds of Crime Act 2002 and the Money Laundering Regulations 2007, I reserve the right to require evidence, entirely satisfactory to me, as to the source, and destination, of any funds, whether transmitted through me or not, which are created, transmitted or provided in connection with any transaction in respect of which I am asked to provide notarial services. In appropriate cases, such regulations may require me to file a confidential report with the Serious Organised Crime Agency without your knowledge. I will have no liability to you, or to any third party, for any consequential loss or damage arising, whether directly or indirectly, from such report/disclosure having been made or any ensuing delay.

2. Postage delays/losses

All documents posted by me on your behalf shall remain at your risk while in transit. You will accordingly be responsible for all costs and expenses associated with the preparation and completion of fresh documents in the case of loss. For the purposes of this condition "post" means and includes letter post, email, fax, DX and any other method of document transmission.

3. Lien

I shall be entitled to exercise the right to retain possession of all your documents, papers, money or securities belonging to you until payment of all outstanding sums due to me in connection with the transaction, whether from you or from any third party at your request, have been received by me, in cleared funds.

4. Interest on late payment

Any sums due from (or otherwise payable by) you to me in respect of fees or disbursements shall carry interest at the rate of 4% per annum above HSBC base lending rate from time to time for the period commencing 14 days after date of invoice to the date of actual receipt of payment.

5. Professional Indemnity and Limitations of liability

5.1 Except only to the extent that the law prevents the exclusion or limitation of such liability, my total liability to you and/or any third parties, whether in contract, tort or otherwise, in connection with or arising directly or indirectly from the work I carry out for you, or at your request, as a Notary Public, will be limited to an aggregate amount of £1million (Sterling).

5.2 No third party shall have the right to enforce any agreement whereby I provide notarial services for your benefit and/or at your request, nor to rely upon any advice given or opinion expressed by me in the course of the provision of those services and the provisions of the Contract (Rights of Third Parties) Act 1999 are expressly excluded.

(C) **Complaints Procedure**

1. My practice is regulated by the Faculty Office of the Archbishop of Canterbury:
Postal Address: 1, The Sanctuary, Westminster, London, SW1P 3JT

Email: faculty.office@1thesanctuary.com
Website: www.facultyoffice.org.uk

2. If you wish to complain about my work or the standard of service I provide, please raise the matter directly with me as soon as possible. If the matter is not immediately resolved, I will refer your complaint to the Notaries Society, of which I am a member and which has a Complaints Procedure which is approved by the Faculty Office.

3. Alternatively, you can complain to the Notaries Society direct. Please write to the Secretary, with full details of your complaint, but without enclosing any original documents, at:

Postal Address: Old Church Chambers, 23 Sandhill Road, St. James,
Northampton, NN5 5LH, or

Email: secretary@thenotariessociety.org.uk

4. Finally, even after having had your complaint considered by the Notaries Society under its approved Complaints Procedure, you may, at the end of that process or after a period of eight weeks from the date of making your original complaint to me, make your complaint direct to the Legal Ombudsman, whose details are as follows:

Postal Address: Baskerville House, Centenary Square, Broad Street, Birmingham, B1 2ND

Email: enquiries@legalombudsman.org.uk