Terms of Business (Attestation)

Terms and conditions applicable to the provision of document attestation services

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These terms and conditions apply to the provision of document certification, legalization and apostille services provided by:
Isarey Language Services Ltd. (ISAREY)
20-22 Wenlock Road; LONDON N1 7GU; United Kingdom
Registered in England And Wales | Company No. 07079838

Definitions used in this policy

- **Accepted Quotation**

  A Quotation that has been accepted by the Client by written or electronic confirmation

- **Attestation Authorities**

  Entities responsible for attesting or certifying documents, including state, government, regional and local authorities or officials, ministries, embassies, consulates, notaries, commercial and property registries, educational establishments, law enforcement agencies, medical practices, courts, chambers of commerce and their appointed agents.

- **Attestation Documents**

  The physical and/or electronic documents which the client intends to have attested

- **Attestation Project**

  The attestation of physical and/or electronic content as authentic and true by national authorities of a specified country for the purpose of formal use in another specified country, as well as related work, such as notarization, certified translation and other types of certification, in accordance with the terms of an Accepted Quotation

- **Data Protection Laws**

  Data protection or privacy laws applicable to the processing of Personal Data within the European Economic Area and the United Kingdom, in particular Regulation (EU) 2016/679 of the European Parliament and of The Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (General Data Protection Regulation) and the United Kingdom Data Protection Act 2018, and including, to the extent applicable and where not in conflict with the applicable laws and regulations of the European Economic Area and the United Kingdom, the data protection or privacy laws of any other country;

- **Quotation**

  An offer by Isarey Language Services Ltd. to undertake an Attestation Project for a client with proposed price(s) and estimated time for completion.

13. Proceeding with an Attestation Project

Following acceptance of a Quotation by the client, the Attestation project will be considered confirmed. A quotation will be considered as accepted by the client upon payment, upon a request by the client for an invoice, upon the receipt of physical Attestation Documents, or by instruction given by email, instant message or any other digital means of communication. Once confirmed, ISAREY will proceed as specified in the Accepted Quotation in accordance with the present terms and conditions and the general description of document attestation services provided on ISAREY's website (https://www.isarey-document-attestation.co).

Except where ISAREY and Client agree that further work is required, an Attestation Project is considered complete once the attested documents are delivered to a person or address indicated by the Client or transferred to a courier appointed by the Client.

ISAREY will undertake every reasonable effort to complete the Attestation Project according to the specifications of the Accepted Quotation. However, ISAREY does not guarantee the successful attestation of any document, whereas any information given to the Client as regards the eligibility or suitability of a document for Attestation is advisory only and does not constitute a guarantee or undertaking.

The Client acknowledges that Attestation Authorities may, at their complete discretion and without notice or explanation, require any supporting documentation or information as they see fit at any stage of the Attestation process, including authorisations or powers of attorney. The Client accepts full responsibility for providing any supporting documents required by any Attestation Authority and agrees that ISAREY cannot be held liable in the event that the Client is unable to provide any document or information requested in a timely manner. The Client shall bear any costs involved in arranging or preparing such documentation and in undertaking its delivery to the Attestation Authority. ISAREY cannot refund any fees paid in cases where the client fails to provide any document or information which has been requested by an Attestation Authority.

The rules governing the eligibility of documents for Attestation are subject to change without notice and subject to the discretion of local officials and their differing interpretation and implementation. ISAREY cannot be held liable for the refusal or rejection of any Attestation document by any Attesting authority for any reason, including where no reason is given. In such cases, except where it can be demonstrated that the documents were improperly prepared or submitted by ISAREY or its agents, no refund of fees will be provided.

14. Delivery and Completion Time

The Attested Documents will be delivered to the physical address specified by the Client using a courier service or by Registered First-Class/Priority Mail as per the Agreed Quotation, or where requested by the client, by email or instant message. Where delivery is made by courier, this will be using one of the following couriers, unless another company is suggested and the Client does not object: UPS, DHL, FedEx, TNT, Chronopost.

The Attested Documents will be considered as correctly delivered to the Client when the shipment containing the documents is indicated as delivered to the addressee by the Courier or Post Office. The Client will make no claim against Isarey in respect of shipments which they do not receive but which are indicated by the delivering Courier or Post Office as having been correctly delivered to the Client's indicated address, and in such cases the Attestation Project will be considered as properly completed by Isarey. No refund will be issued in any case where the courier company or post office has given notice that the documents have been delivered.

The Estimated Time for Completion indicated in the Quotation is a best estimate and cannot be guaranteed, since the time taken to complete Attestation Projects is greatly dependent on external entities over which Isarey has no control.

In particular, Isarey cannot be held responsible for any delays which are due to:

- an Attesting Authority taking longer than indicated to complete procedures;
- non-availability or non-functioning of any Attesting Authority;
- demands by any Attesting Authority for additional information, clarification or additional documentation;
- the Client failing to respond in a timely and/or appropriate manner to requests for clarification in respect of Attestation Documents or to requests for additional documentation or information, including unforeseen authorisations or powers of attorney;
- inconsistency between the original Attestation Documents sent physically by the Client and the electronic copies sent previously to Isarey for the purpose of the Quotation;
- delayed delivery of physical documents resulting from postage or courier transit times which exceed the advertised transit times of the respective provider;
- delays to the delivery of physical documents due to errors or omissions in the delivery address indicated by the client;
- force majeure or any other event beyond Isarey's control;
- customs and other import/export procedures required by authorities;
- the need to carry out any procedure or diligence, whether instigated by Isarey, by an Attesting Authority, a courier or delivery company, a banking, financial entity or any other authority to which Isarey or its agents are legally or commercially answerable, required to confirm compliance with sanctioning or money-laundering regulations or any other applicable law or regulation;
- the need to carry out any procedure or diligence required, whether instigated by Isarey or an Attesting Authority, to verify the authenticity of the documents requiring attestation or supporting documents, to verify the identity of the document holder or to confirm that the client is authorised to process the attestation documents on behalf of the document owner(s);
- computer errors, viruses or corrupted content in files provided by the Client.

Isarey's liability in the event that an Attestation Project is delayed for avoidable reasons is limited to 50% of the price of the Agreed Quotation less disbursements made by Isarey to Attestation Authorities.

15. Quoted Fees

Unless specified otherwise in the Quotation, the fees quoted for an Attestation Project will include all disbursements related to the Attestation Project. However, Isarey reserves the right to amend said fees and obtain additional payment from the client in the following circumstances:

- Significant changes in fees charged by embassies and consulates or other Attestation Authorities occurring between the dates of the Quotation and submission to the Attestation Authority in question;
- Any requirement for additional steps in the attestation procedure not foreseen in the Agreed Quotation, resulting from new requirements brought in by an Attestation Authority;
- Where the documents actually provided by the client do not correspond to the documents previously sent electronically or described by the Client and on which the Agreed Quotation was based, or where any information provided by the client in relation to the Attestation Documents and/or their owner(s) is amended.

In cases where the Agreed Quotation includes delivery or collection of the Attestation Documents by mail or courier, this shall be for a flat envelope no larger than 27 x 35 x 2cm and weighing no more than 0.4kg. The Client will be responsible for any extra fees due if the Attestation Documents exceed these dimensions. Likewise, the Client will be responsible for any extra fees that may be due if their delivery address is changed.

16. Use of Documents

Isarey makes no warranty, express or implied, as to the suitability of the attestation procedure or documents being attested for the purpose intended by the client and accepts no liability in the event that attested documents are rejected by the recipient authority because the underlying documents or their certification does not meet requirements. Clients should take their own legal advice as to whether the attestation provided and the attested documents will be accepted by the recipient authority for their purpose for which they are to be submitted.

17. Cancellation

Upon confirming an Attestation Project, the Client agrees that Isarey may start work immediately, and as such acknowledges that the fees paid and/or remaining due in accordance with the Agreed Quotation may not be refundable.

In the event that the Client cancels an Attestation Project at any time after confirming it, Isarey will refund fees paid, deducting from said refund a fair and proportionate amount for any work actually carried out, including deductions for:

- courier costs incurred in collecting the Attestation Documents and in returning any original documents to the Client;
- banking and transaction charges incurred by Isarey;
- non-recoverable payments and disbursements made to our suppliers and/or Attesting Authorities, regardless of work actually carried out;
- any other expenses incurred by Isarey with a view to completing the Attestation Project;
- work done by Isarey, which shall not be less than US$100.

Isarey is free to pause, cancel or discontinue any Attestation Project, without giving prior notice and without penalty, where it has reason to suspect non-compliance by the client with the present conditions in terms of unlawful content, unlawful processing of personal data or timely payment, where it has reason to suspect a breach of money laundering, corrupt practices or sanctioning regulations, or where it suspects that the client has made or attempted to make unlawful facilitation payments to an Attestation Authority, whether directly or through an agent.

Where Isarey discontinues an Attestation Project for any of the reasons given in the previous paragraph, any refund of fees will be subject to deductions to cover all and any costs incurred by Isarey in relation to the project. Isarey is additionally entitled to withhold any sum which it deems reasonable to meet liabilities resulting from potential claims made against it or its agents where the client has submitted unlawful content, fraudulent documents, unlawfully processed personal data or is in breach of corrupt practices and sanctioning regulations.

Isarey is not obliged to deliver any work with respect to an Attestation Project that is cancelled by the client.

The Client agrees to reimburse Isarey the costs of any courier services arranged by Isarey and used by the Client, whether or not the Attestation Project has been confirmed, and likewise to pay the costs of returning any original documents where an Attestation Project is cancelled or not confirmed.

18. Loss or damage to documents

Isarey cannot be held liable for any loss or damage occurring to Attestation Documents while they are in the care of an Attestation Authority, nor for any seizure, confiscation or retention of documents by any Attestation Authority or by any person acting as a government or state official or agent.

Where documents are claimed to have been lost, damaged or incorrectly delivered by a courier company or by the Post Office while being delivered to or collected from the client, liability for such loss or damage can only be accepted when and if the courier company concerned accepts a claim for said loss or damage. No liability can be accepted by Isarey in the event that the courier company does not accept responsibility for said loss or damage in accordance with their published terms and conditions. In such cases the Client agrees to cooperate fully and provide any requested information that will assist the courier with any investigation.

Isarey accepts no liability for documents lost or damaged due to incorrect addressing by the client, indication of incomplete or incorrect delivery address by the client or inappropriate labelling or packaging by the client.

Isarey ceases to have any liability for any loss or damage occurring to Attestation Documents in its care in the event that the Client:

- does not confirm a delivery address within 5 working days of being notified that the Attestation Documents are ready to send back;
- is not available to accept delivery of the documents and the documents are returned;
- fails to collect the documents from the courier within the allotted time where a shipment is held for collection;
- pauses an Attestation Project for a period of more than 10 working days;
- has been requested to provide clarification or supporting documents and fails to do so within 10 working days;
- fails to confirm the Attestation Project or does not settle all fees due, in accordance with terms of the Agreed Quotation, within 5 working days of our receipt of the documents.
- fails to make any final or instalment payments in accordance with terms of the Agreed Quotation within 5 working days of being notified that said payments are due;
- fails to comply with the payment terms of the invoice issued in respect of the Attestation Project.

In all other case of accidental loss or damage to Attestation Documents, Isarey will arrange or assist the client in arranging replacement documents, covering all related justifiable costs up to a maximum of US$200 per document but not exceeding a total of US$500 per Attestation Project.

In the event that the client requires additional compensation in case of loss or damage, this must be specifically requested and arranged with Isarey prior to commencing the Attestation Project.

Where the client arranges their own courier to send documents to Isarey or to one of our agents, an adult signature should be required upon delivery. Isarey can only accept liability for any loss or damage where documents have been signed for upon delivery and where the client provides proof thereof.

Where the client arranges their own courier for the delivery of the Attestation Documents upon completion of the Attestation Project, Isarey cannot be held liable for any loss or damage occurring following collection of the documents by the courier or delivery of the documents to the designated courier's appointed agent.

Except where previously and expressly agreed with the client in writing, in no event will Isarey's total liability resulting from loss of or damage to the documents of an Attestation Project exceed the value of the Agreed Quotation.

Isarey accepts no liability for any loss or damage occurring to any items sent by the Client other than Attestation documents or requested supporting documents, including folders, frames or additional documents not relevant to the Attestation Project.

19. Errors in Documents

Isarey cannot be held responsible for any errors, omissions or inaccuracies contained in documents which we have obtained on behalf of clients from public offices or other authorities, unless the error has been specifically caused by us.

Issuing authorities sometimes make mistakes when issuing official documents and clients should check all documents that we have obtained on their behalf (e.g. birth certificates) for spelling and other errors as soon as scans of the new documents are provided.

20. Computer viruses

Isarey will not be held liable for any loss or damage whatsoever arising from any computer virus, malware or other malicious programs, scripts or codes contained within any electronic communication sent by Isarey to the Client.

21. Confidentiality

All content and information disclosed to us by the Client for the purpose of carrying out an Attestation Project will be considered as confidential information belonging to the Client in accordance with:
Confidentiality (Client Content)

ISAREY cannot be held liable for any breach of confidentiality or privacy perpetrated by an Attestation Authority.

22. Personal Data in Attestation Documents

Except where the client explicitly informs ISAREY otherwise prior to agreeing to a Quotation or where the nature of the Attestation Documents unequivocally indicates the existence of Personal Data, ISAREY will assume that the Attestation Documents do not contain Personal Data, and, as such, the Attestation Project will not be considered as involving the processing of Personal Data.

Where the Attestation Documents do contain Personal Data, the client undertakes to inform ISAREY accordingly, and in particular to inform ISAREY explicitly if the Attestation Documents contain data which could be classified as Sensitive under Data Protection Laws (e.g. data in Criminal Record Certificates, Medical Reports, Biometric data in identity documents) or if there is any particular risk or sensitivity associated with to its processing. As such, and on the basis of the information provided by the client, the processing of this Personal Data by ISAREY will be governed by a separate privacy agreement.

ISAREY cannot be held responsible for any undue processing or disclosure of Personal Data contained in the Attestation Documents or for any failure to uphold the rights of data subjects in relation to said data where the client failed to give timely notice of its existence.

To the fullest extent possible under the law, the Client shall indemnify, defend and hold harmless ISAREY, its employees, agents, subprocessors and contractors from and against any claim, expense or loss arising in relation to the processing of Personal Data in the Attestation Documents, especially any processing or related act or omission that is not in compliance with Data Protection Laws, in any circumstance where the client has omitted to notify ISAREY as to the existence of such personal data or has not accurately stated the nature and/or processing risk of such data. The Client specifically warrants that any personal data contained in the Attestation Documents, especially 'Special Category Data' or data referring to children, was obtained and is being processed lawfully, fully safeguarding the rights and interests of the data subjects and in accordance with Data Protection Laws.

In the event that Personal Data which has not been notified by the Client is discovered in the Attestation Documents of an Accepted Quotation, and in the absence of a timely agreement that provides for the lawful processing of said data, the Attestation Project will be immediately halted, all Attestation Documents will be returned to the Client, and all electronic copies will be deleted. In such circumstances, the Translation Project will be considered as 'cancelled by the client' and a cancellation fee will be payable to ISAREY by the client with respect to the Attestation Project as set out under 'Cancellation and Amendments'.

23. Lawfulness of Attestation Documents

The Client warrants that the Attestation Documents (including any supporting documents) were lawfully obtained and issued, and that they are authentic, not subject to unauthorized alteration or modification, genuine, accurate and true.

The Client warrants that the Attestation Documents do not relate to any person or entity subject to international sanctions, including persons named in the OFAC Sanctions Lists (United States), subject to EU financial sanctions or sanctioned under the Sanctions and Anti-Money Laundering Act (United Kingdom).

To the fullest extent possible under the law, the Client shall indemnify, defend and hold harmless ISAREY, its employees, agents and contractors from and against any claim, expense or loss whatsoever arising as a result of the submission of Attestation Documents which are alleged by any authority or official to be in any way fraudulent, false or untrue. The Client undertakes to cooperate and actively assist with any investigation by any authority in relation to the Attestation Documents.

The Client warrants that the Attestation Documents contain nothing that is indecent, libelous, defamatory, an infringement of copyright or in any way immoral, illegal or unlawful including, but not exclusively, under the law of the Client's country of residence, the law of the country/countries where the Attestation Documents were issued, the law of the country/countries where the Attestation Documents are to be submitted, the law of any country of the European Economic Area, the law of the United Kingdom, the law of the United States or under international law.

24. Complaints

In the event that the Client is not satisfied with the outcome of the Attestation Project or with the way in which any document has been attested, this must be communicated to ISAREY as quickly as possible and no later than 7 days following delivery of the attested documents.

25. Authority to sign

The individual who signs the Quotation as 'Authorised Signatory' or who confirms acceptance of the Attestation Project by email or other written means on behalf of an organisation or company expressly warrants that he/she has the full authority of the company or organisation specified as the Client to agree the Quotation and to bind the Client to the present terms and conditions, in particular as regards the obligation of the client to make full payment of the price stated in the agreed quotation upon completion of the Attestation Project by ISAREY.

26. Payment

Where the Agreed Quotation does not specify that payment is to be made in advance, the Client undertakes to make full and timely payment to ISAREY of the amount specified in the agreed quotation upon delivery of the Attestation Project or of any fees due in the event of cancellation in accordance with the specified payment terms.

The Client confirms that settlement of said payment is not subject to any condition, deduction or administrative requirement except as notified to ISAREY prior to or immediately upon acceptance of the quotation. Where such notification is given following acceptance of the quotation, ISAREY reserves the right to amend the price, conditions or payment terms of the quotation or to cancel the Attestation Project.

If the Client does not pay the full amount specified in the Agreed Quotation in a timely manner that is in accordance with the specified payment terms, the Client will also pay late-payment interest on any overdue amount. This late-payment interest shall be applied from the due date for payment up to the date of actual payment at an annual rate of 8 percent, accruing on a daily basis. The Client also agrees to compensate ISAREY for the costs of recovering the late payment (minimum 40 euros) in accordance with Directive 2011/7/EU.

In the event of late payment, the Client acknowledges that ISAREY may continue to retain copies of the Attestation Documents and continue to process any personal data contained therein with the legitimate purpose of pursuing a claim for payment.

27. Value Added Tax (VAT) and Duties

It is specified on the agreed quotation whether the price payable is subject to Value Added Tax, which may be applicable in the European Union or the United Kingdom.

Where the price is given as excluding VAT, the client agrees to settle any VAT legally due in accordance with the invoice presented by ISAREY.

Where it is specified that the supply of the translation project is outside the scope of European/UK VAT, this is on the basis that the client is established outside the European and United Kingdom VAT areas and that Attestation Project is being supplied outside the scope of European or United Kingdom VAT. The client undertakes to settle any VAT due on the price of the Attestation Project, irrespective of whether VAT is initially specified on the respective invoice or Agreed Quotation, in addition to said price and with the application of late-payment interest as above where settled subsequent to the date on which payment of the invoice relating to the Attestation Project became due for payment, if it arises that the client is not demonstrably established outside the VAT areas of the European Union and the United Kingdom or the client is not deemed to be outside the scope of United Kingdom and European Union VAT.

The Client is entirely responsible for the settlement of any customs duties and related administrative charges due upon delivery of the Attestation Documents.

28. Waiver

If ISAREY chooses not to enforce any of these conditions or agrees to amend them, the remaining conditions continue to be enforceable, and the provisions that were not enforced will remain enforceable in the future. In the event that any provision of these conditions is deemed to be unenforceable or invalid, the remaining provisions shall remain enforceable and binding.

29. Governing Law and Jurisdiction

These conditions shall be governed by the laws of England. The Client expressly agrees that any dispute arising from the provision of attestation services, translation services or other work by Isarey Language Services Ltd. shall be submitted to the arbitration and law courts of England in all circumstances permitted by law.

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VALID FROM: Friday, January 30, 2026

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