

Terms of Business April 2024

Basis of Engagement

These Terms apply to all the notarial services I provide. All work conducted in relation to such services is subject to these Terms, except, to the extent that any changes are expressly agreed in writing.

The law which governs the contract between us are the laws of England and Wales and it is agreed that any dispute relating to the notarial services I have provided shall be resolved by the Courts of England and Wales.

Independence

I practise as a Notary Public independently of any other business. Whilst I use the meeting rooms within the offices of Field Seymour Parkes Solicitors LLP and was previously a Partner within that business and share the same postal address, my notarial business is completely independent of Field Seymour Parkes Solicitors LLP.

The Service

It is almost always the case that you will have been asked to see a notary because you have a document that needs to be used abroad. Seeing a notary is not a simple rubber-stamping exercise. The international duty of a Notary requires a high standard of care. This duty is not only to you but also anyone who will look to rely on the document and to Governments or Officials in Foreign countries. These people are entitled to assume that a Notary will ensure full compliance with the relevant requirements both here and abroad; and to rely on my Notarial register and records.

Great care is essential at every stage to minimise the risk of errors, omissions, alterations, fraud, forgery, money laundering, the use of false identity and so on.

My overriding duty as a Notary Public is to act independently and to the transaction itself.

I offer appointments during business hours and occasionally outside of business hours in exceptional circumstances. I am also prepared to make home visits or visit corporate clients at their place of business. If the notarial appointments take place outside of my office, I may make an additional charge to cover travelling time and expenses. Occasionally I may not be able to see you within the time frame you require, or I may decide that I'm not able to act for you in which case I will advise you that is the case and will provide you with the necessary information to locate an alternative notary.

Typical Stages of a Notarial transaction

Each notarial matter is different, and the requirements and time scales will vary greatly according to whether the signatory is a private individual or is signing on behalf of a company, and in particular the processing times of third parties, such as the Foreign and Commonwealth Development Office, legalisation agents, translating agencies and couriers, etc.

Some of the typical key stages are likely to include:

- Receiving and reviewing the documents to be notarised together with any instructions you may have received.
- Liaising with your legal advisors or other bodies to obtain the necessary documentation to deal with the document (for example, information from Companies house or a foreign company registry, powers of attorney etc).
- Checking the identity, capacity, and authority of the person who is to sign the document.

- If a document is to be certified, checking with the issuing authorities that the document/ award is genuine. In the case of academic awards, this would entail checking with the appropriate academic institutions.
- Meeting with the signatory to verify their identity and to ascertain that they understand what they are signing and that they are doing so of their own free will and ensuring that the document is executed correctly.
- Drafting and affixing or endorsing a notarial certificate to the document.
- Arranging for the legalisation of the document if required.
- Arranging for the storage of copies of all notarised documents in accordance with the regulatory requirements governing my practice.

Documentation to be sent in advance

It can save time, expense, and mistakes if you and/or your advisors can arrange for me to receive in advance the originals or copies of:

- The document(s) to be notarised.
- Any covering correspondence/email or form of instruction in respect of the document(s).
- Your identification evidence (see below).

If you have sent copies, you will still need to bring the originals of these documents to the appointment.

Identification

I will need to meet with the person signing the document(s). They will need to produce the following evidence:

1. Up to date proof of present permanent home address as well as any temporary or other address specified in the document(s) to be notarised - for example a utility bill or bank statement dated within the last 3 months. In the case of electronically produced address documents, please print off the statement/bill you intend to produce but please be ready to access the account from where you have downloaded the document in my presence.
2. An original current UK/EU Passport OR an original international passport with appropriate visa/biometric card OR a UK driving licence.
3. Any other means of identification specifically specified in the documentation.

If you do not have the identification documentation referred to above, to avoid any issues, please contact me to discuss your circumstances.

Businesses and Companies

When a document is to be signed on behalf of a Company, Partnership, Charity, Club or other incorporated or unincorporated body there will be further requirements as I have to be satisfied about not only your identity but also the identity, existence and status of the body on whose behalf you will be signing, as well as your authority to sign on behalf of that body. It is likely I will need to have sight of the **Minutes of the Board of Directors / Company Resolution** or other such documentation showing that the person signing has the authority of the Company to do so. I will also undertake my own background checks, such a search of the relevant Company Registration Office.

To avoid any issues, please contact me to discuss the specific requirements of your matter.

Proof of Names

Where a name on the document is different from the name used in the document, you will also need to produce relevant certificates relating to your names, especially, where these have been changed or there have been variations in the spelling or sequence of your names (for example birth certificate, marriage certificate, divorce papers, exam qualifications and any statutory declaration or deed poll made on a change of name).

Advice on Documents

As a Notary I will advise you on the formalities required for completing the document to be notarised. However, I will not advise you on the contents of the document(s) or the transaction itself. Should you have any concerns you must seek such advice from your own independent lawyer or where appropriate the persons asking you to have the document notarised before you attend to sign it.

Translations

It is essential that you understand the document you are signing.

- If the document is in a foreign language, I may have to insist (if one is not provided) that a translation be obtained. A translation can be relied upon if it is received from your lawyer in the country it is to be used. Alternatively, I can provide the details of a recommended translator who can provide you with a certified translation which can be relied upon.
- If you arrange for a professional translation, the translator should add his/her name, address, relevant qualification and a certificate stating " Document X is a true and complete translation of document Y, to which this translation is attached ".

If you and I cannot understand each other because of a language difficulty, we may have to make arrangements for a competent interpreter to be available at our interview. This may involve additional expense.

Signature

Your signature will usually need to be witnessed by me, so do not sign the document in advance of our appointment.

Legalisation

This is the process by which the signature and seal of the Notary are authenticated by the UK Foreign Commonwealth and Development Office "FCDO". Some countries require this. In many cases a certificate from the FCDO called an Apostille will suffice. This can be obtained quite simply. There is a fee payable to the FCDO of £40.00 per document plus postage. If you would like me to arrange this for you then there will be an additional handling charge. There will also be a fee payable to the Consular Agents who I employ to undertake this service for me. You can arrange to undertake this legalisation yourself.

Some countries need two certificates, one from the FCDO and one from their own Embassy. If you wish me to carry out this work additional charges will also apply and I will advise you of the likely cost.

Documents sent by post/ courier.

Whilst I can assist in arranging for your document(s) to be sent back to you or couriered overseas to a third party, once the documents have left my office, I cannot accept any responsibility for any issues in transit. I will share any tracking information with you and the method of transfer before arranging the same.

Fee Guide

My fees are based on an hourly charge out rate of £300 with a minimum fee of £100 (plus VAT and disbursements).

My fees include not only the notarisation itself, but all preparatory work, emails sent and received; drafting; communication with third parties before the appointment; time at the appointment and administrative time to include completion of the notarial register and photocopying documentation for my records.

I am happy to meet away from the office, however, please be aware that I will make an additional charge to cover travelling time and expenses.

I reserve the right to vary my hourly rate particularly in respect of extremely urgent, onerous, or unusual matters or work done outside normal ordinary office hours or at the weekend.

In the case of straight forward matters I am happy to agree a fixed fee with you beforehand. However, if the matter proves to become more complicated than originally envisaged or there are more documents or people involved than was originally anticipated, or additional translation or legalisation is required, I reserve the right to re-negotiate the fee and/or agree to charge you at my hourly rate.

Any estimate given is for guidance only. It does not represent a quotation unless it specifically states that it does. It should also be assumed the matter in question is routine, undertaken during normal working hours, at my office and by prior appointment.

VAT

I am registered for VAT and all fees quoted will be subject to the addition of VAT at the current time. My VAT registration number is 374 967 539.

Unforeseen events and abortive work

If for any reason things change, you may terminate your instructions at any time by giving me reasonable written notice. All fees and disbursements incurred up to the date of termination will be charged.

Consumer Cooling off Cancellation Period – Consumer Contracts Regulations 2013 (“CCR”)

Where the CCR applies (typically where you are an individual consumer and the contract with you was concluded either at or following a meeting with you or by form of distance communication) you have a cancellation period of 14 days after the date you confirmed agreement to these terms of business or the date on which you continued to give instructions, whichever is earlier. You can cancel your contract within the cancellation period by giving a clear statement and you will be reimbursed all payments received from you by the same method that you used, at no cost to you, without undue delay, and not later than 14 days after the day on which you inform me of the cancellation.

If you asked to begin work during the cancellation period you can still cancel but you must pay an amount in proportion to the work which has already been performed and this proportion will not be reimbursed to you.

Termination of work by me

I reserve the right to terminate my engagement with you, if, I have good reason. For example, if you do not pay a bill or comply with a request for payment on account or give me the co-operation which I am reasonably entitled to expect.

Payment

Payment will need to be made by debit/credit card (not AMEX). I do not accept payment by cash or cheque. Payment is normally payable upon notarisation of the document(s).

In the event of payment not being made as requested, I reserve the right to decline to act any further on your behalf and/or to exercise a lien on any papers or document(s) which are in my possession, until payment has

been made. Interest is chargeable from the date of the invoice or invoices outstanding for more than 14 days at 4% per annum above Barclays Bank base rate from time to time in force.

Data Protection/Privacy

I am committed to protecting your privacy. I am registered with the Information Commissioner and will comply with all relevant legislation in collecting, using or processing any personal information which you may supply to me.

I may collect the following types of personal information about you and others within your organisation:

- Your name and address, telephone numbers and email address.
- Debit/credit card details (these details are immediately destroyed after the payment transaction has been completed).
- Information contained within your identity documents, such as your passport.
- Information contained within any documents which you require to be notarised or apostilled; and
- Other information about your private or business affairs depending on the services you have asked me to provide.

I will use all reasonable efforts to ensure that the information I hold is secure, up to date, adequate, relevant and limited to what is necessary for the purposes for which it is collected. The information I collect is to provide notarial and related services; to deliver my service to the highest possible standard; to keep my client records up to date; and to meet my contractual, legal and regulatory obligations.

The nature of notarial services is that the I will often need to send personal data by courier or other means to third parties and personal data may need to be transferred outside the European Economic Area. Such third parties may include consular agents, the FCDO and relevant embassies. I will notify you of any third party to whom such personal information is to be passed and will use reasonable efforts to ensure that they protect privacy to the same standards that I do. Any transfers outside the European Economic Area will only take place where it is necessary for me to fulfil a request made by you and my contract with you or with your consent.

Information held about you will only be kept for such period as is necessary to comply with my contractual, legal and professional obligations. I am required to keep notarised documents in the public form indefinitely and any document(s) which are not in the public form for a minimum period of 12 years. If you are unsure about the applicable retention period for your document(s) please just ask me.

You have the right to:

- Request access to your personal data (commonly known as a “data subject access request”).
- Request correction of the personal data that I hold about you.
- Request erasure of your personal data.
- Object to processing of your personal data where I am relying on a legitimate interest.
- Request restriction of processing of your personal data.
- Request the transfer of your personal data to you or to a third party.
- Withdraw consent at any time where I am relying on your consent to process your personal data.

If you have any comments or queries about privacy or compliance with data protection law, please contact me.

You also have the right to make complaints to the Information Commissioner about the way in which your privacy is protected. More information about your rights and the complaints process is available at

<https://ico.org.uk/make-a-complaint/>

Professional Indemnity Insurance

My notarial practice is covered by Professional Indemnity Liability Insurance of no less than £1 million which is more than the minimum level of cover specified by the Regulator of the profession. My liability to you in respect of any loss or damage howsoever caused whether through negligence, delay, non- performance, breach of contract, or otherwise is limited to £1 million. I will not be liable for any consequential, special, indirect or exemplary damages, cost or losses or damages, costs of losses attributable to lost profits or opportunities.

Client Satisfaction

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

My 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 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:

The Secretary of The Notaries Society
Old Church Chambers
23 Sandhill Road
St James
Northampton NN5 5LH
Tel: (01604) 758908
Email: secretary@thenotariessociety.org.uk

If you have any difficulty in making a complaint in writing, please do not hesitate to call 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 eight weeks from the date you first notified me that you were dissatisfied, make a 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: enquires@legalombudsman.org.uk
www.legalombudsman.org.uk

If you decide to make a complaint to the Legal Ombudsman, you must refer the 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 cause for complaint.

Michelle Joanne Mann, Notary Public, 1 London Street, Reading, Berkshire, RG1 4PN
Tel: 07841 686310
Regulated through the Faculty Office of the Archbishop of Canterbury