

TERMS OF BUSINESS: Sally Osborn Notary Public 29 Homefield Road London, W4 2LW
Tel: 0208 995 5139 Email:sosbornnotary@btinternet.com Website:www.sallyosbornnotary.co.uk

The service provided by me is that of a Notary Public carrying out all permitted notarial activities (and if required obtaining legalisation of your document/s) acting only on the basis of these Terms of Business, Privacy Notice and Data Policy which may be viewed on my website. An essential part of a Notary's role is to maintain and keep records.

My Fees: My hourly rate is £250. The minimum fee is £95. **FIXED FEES:** normally for straightforward matters a fixed fee is agreed. If the appointment is more complicated or there are more documents or people involved than you indicated or time spent than is usual or you keep me waiting or legalisation is required, I reserve the right to renegotiate the fee or agree to charge you at my hourly rate. VAT: I am currently not registered for VAT.

Other Expenses: There may be third party expenses and fees such as legalisation fees paid to the Foreign and Commonwealth Office for the **apostille** and/or an Embassy, consular agents' fees, Companies House fees, courier's fees and special postage charges. Note I shall not incur these expenses without first obtaining your consent to do so and you will normally be required to make payment in advance of my incurring these expenses on your behalf. **Check with your foreign lawyer or agent whether an apostille and /or legalisation is needed and let me know.**

Payment: My fees are payable by bank transfer on the presentation of the invoice usually on the signing of the document. Documents may not be released until the invoice has been paid.

Time Charge: This includes all time taken from start to finish of your matter (including making the appointment, travelling or waiting time), attending meetings for signature of documents, drafting, phone calls, correspondence including emails, perusal and preparation of documents, copying documents and the time needed to prepare the official records. Note all waiting time above 5 minutes will be charged for.

Typical Stages of a notarial matter: Each notarial matter is different, and the requirements will vary according to whether the client is a private individual or a company. Some of the typical key stages are likely to include:

1. Receiving and reviewing the documents to be notarised together with any instructions you may have received.
2. Liaising with your legal advisors whether in the UK or abroad or other bodies to obtain the necessary documentation to deal with the document (e.g. information from Companies House or foreign registries, powers of attorney etc) , and /or arranging a translation if necessary.
3. Checking the identity, capacity and authority of the person who is to sign the document.
4. 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.
5. 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. **If the document is in a foreign language I may insist upon a translation.**
6. Drafting and affixing or endorsing a notarial certificate to the document
7. Arranging for the legalisation of the document as appropriate
8. Arranging for the storage of copies of all notarised documents in accordance with the requirements of all Notarial Practice Rules

Notarial Records and Data Protection: When I carry out my work for you, I am required to make an entry in a formal register, which is kept by me as a permanent record. I will retain a copy of the notarised documentation with that record. My practice is registered with the Information Commissioner's Office. Personal data received from clients is held securely and not capable of being accessed externally. Data collected as part of notarial records is used solely for the purposes of meeting our professional legal responsibilities as Notaries Public. I may store without charge electronic copies of all notarial acts for as long as required by the Notarial Practice Rules. I may not always keep a full copy of your documents or identification but reserve the right to do so. For full details of my **PRIVACY POLICY** and data processing terms please see my website: www.sallyosbornnotary.co.uk

Insurance: I am insured under a professional indemnity policy for at least £1 million.

My responsibility and limitations on liability: I will not provide you with legal advice; my role as a Notary Public is that of a public certifying officer not a solicitor. You are advised to seek first the advice of your own independent legal or tax or other professional adviser. I shall have no liability in relation to the actions or omissions of others, including postal services, agents, government bodies and agencies and your own advisors. The maximum amount of my liability to you shall not exceed £1 million in respect of any one claim or series of related claims. My retainer is with you and only you; no third party shall have any rights in respect of it. I shall have no liability for any loss of profit, revenue, goodwill or data or for any indirect or consequential loss.

Termination/ Your Right to Cancel: You may terminate your instructions to me 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 apply (typically where you are an individual consumer and my contract with you was concluded either at or following a meeting with you or by a form of distance communication) you have a cancellation period of 14 days after the date you sign my retainer letter or the date on which you continue to give me instructions, whichever is earlier.

You can cancel your contract within the cancellation period by giving me a clear statement and I will reimburse 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 ask us to begin work during the cancellation period, you can still cancel but you must pay me an amount in proportion to the work which I have performed and this proportion will not be reimbursed to you.

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

The relevant law: The law which governs my contract with you is English Law and it is agreed that any dispute relating to my services shall be the exclusive jurisdiction of the English courts.

Complaints: My notarial practice is regulated through 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

Most clients are happy with the service I provide but if you are dissatisfied about the service you have received please do not hesitate to contact me. 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 The Notaries Society, PO Box 1023, Ipswich IP1 9XB. Email: secretary@thenotariessociety.org.uk

If you have any difficulty in making a complaint in writing, please do not hesitate to contact the Notaries Society or 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 P O Box 6806 Wolverhampton WV1 9WJ 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 cause for complaint.

I confirm receipt of a copy of the above and/or I have viewed it on your website and that I agree to your terms of business including those in the Data Protection Privacy Notice and to pay your Notarial fee and if applicable for legalisation & any other agreed expenses.

Date :.....

Signature:..... Print name:.....