

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

The service provided by me is that of a Notary Public carrying out all permitted notarial activities including if required obtaining legalisation of your document/s if required. An essential part of a Notary's role is to maintain and keep records. You can view details of how I handle your data on my website.

I act only on the basis of these Terms of Business, Privacy Notice and Data Policy which may be viewed on my website.

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 legalization 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. **Check with your foreign lawyer or agent whether an apostille and /or legalisation is needed and let me know.**

PAYMENT: My fees are payable 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.

SERVICE INFORMATION : 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 or other bodies to obtain the necessary documentation to deal with the document, arranging a translation if necessary (e.g. information from Companies House or foreign registries, powers of attorney etc)
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 (**if the document is in a foreign language I may insist upon a translation**) what they are signing and that they are doing so of their own free will and ensuring that the document is executed correctly
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 the Notarial Practice Rules 2019

REGISTER & PROTOCOL: At the end of the matter, I make a formal entry of the main details in my register and I keep copies of the notarised document and proof of identity and address in my protocol. I may store without charge electronic copies of all notarial acts for as long as required by the rules governing the profession. I may not always keep a full copy of your documents or identification but reserve the right to do so.

REDRESS INFORMATION: 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.

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

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 6 months 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 six months of receiving a final response to your complaint and
 - Six years from the date of act/omission; or
 - Three years from when you should reasonably have known there was cause for complaint (only if the act or omission took place more than six years ago)
- The act or omission, or when you should have reasonably known there was cause for complaint, must have been after 5th October 2010.

*certain kinds of commercial entities are not eligible to make a complaint to the Legal Ombudsman – please refer to the Legal Ombudsman Scheme Rules or consult the Faculty Office.

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:.....