



VISITING A NOTARY PUBLIC: NOTES FOR CLIENTS

WHO ARE NOTARIES PUBLIC?

A Notary is a qualified lawyer; a member of the third and oldest branch of the legal profession in the United Kingdom. We are appointed by the Archbishop of Canterbury and are subject to regulation by the Court of Faculties. The functions of a Notary include the preparation, attestation, certification and authentication of documents, under official seal, in such a manner as to render them acceptable as proof of the matters attested by the Notary to the judicial or other public authorities in the country where they are to be used.

NOT A MERE RUBBER-STAMPING EXERCISE:

The international duty of a Notary involves a high standard of care. This is not only towards you as a client but also to anyone who may rely on the document and to governments or officials of other countries. These people are entitled:

1. to assume that a Notary will ensure full compliance with the relevant requirements both here and abroad, and;
2. to rely on the Notary's register and records.

Notarisation is accepted as a safeguard under international law. The signature and seal of the Notary are recognised as a link in the chain of evidence relating to international documents. As a result, great care is essential at every stage to minimise the risk of errors, omissions, alterations, fraud, duress, money laundering, the use of false identity, and so on. As a Notary, I have to act independently; my overriding duty is 'to the transaction'.

PAPERS TO BE SENT TO ME IN ADVANCE:

It can save time, expense and mistakes if, as long before the appointment as possible, you can let me have the originals or photocopies of:

1. the document(s) to be notarised;
2. any letter or other form of instruction which you have received about what has to be done with the documents; and
3. your evidence of identification.

SIGNATURE:

The Notary should normally witness your signature. Please do not therefore sign the document in advance of your appointment with me.

INCOMPLETE DOCUMENTS:

The Notary has to check that each document to be notarised is fully completed. Unfortunately, many documents produced as ready for signature have blank spaces left in them – not always intentionally! This occurs even when other lawyers or professional advisers have prepared them. If you can help in identifying the information needed to complete any blanks in documents, it will save time when we meet. However, please do not mark the document itself until I have seen it.

ADVICE ON THE DOCUMENT:

If you bring a document to me for authorisation as a Notary, I will advise you as to the formalities required for completing it. However, I shall not be attempting to advise you about the transaction itself, and you must seek such advice from your own lawyer or person(s) asking you to have the document signed before me.

WRITTEN TRANSLATIONS:

It is important that you understand what you are signing. If the document is written in a foreign language which you do not understand sufficiently, I may have to insist that a translation be obtained. If I arrange for a professional translation to be undertaken, a further fee will be payable. Unless you have a good understanding of the language yourself, an informal or amateur translation is rarely satisfactory.

ORAL INTERPRETER:

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 and this is likely to involve a further fee.

LEGALISATION

Many countries require a document to be 'legalised'. This is the process by which a state agency confirms that my seal and signature are those of an English Notary. The Foreign and Commonwealth Office attach an 'apostille' to the document. Sometimes the document then has to go to the London Embassy for the country to where the document is to be sent. The Embassy will then attach its own certificate to the document. Your lawyer will probably advise you of the need for legalisation. If not, you should ask him or her about it. I shall be able to obtain the necessary legalisation and shall discuss with you the timescale and whether there is a need for a legalisation agent or courier where speed is an issue. You may, however, deal with legalisation yourself if you so wish.

COMPANIES, PARTNERSHIPS, ETC:

If a document is to be signed by you on behalf of a company, a partnership, a charity, club or other incorporated body, I will need to see a Letter of Authority, Minute, Resolution or Power of Attorney authorising you to sign the document. I shall let you know what additional information I require at the appropriate time. It is likely that I will need to independently verify this information at Companies House or other such body for which there may be a fee.

REGISTER & RETENTION OF COPY DOCUMENTS:

At the end of the matter, I make a formal entry of the main details in my register, which I shall ask you to sign. I will also keep copies of the notarised documents and proof of your identity for my records.

NOTARIAL CHARGES AND EXPENSES:

My charges: My current hourly rate is £280. My minimum charge for dealing with a single document is normally £150. The preparation of certified copies of a document I have notarised are normally charged at £125 for the first copy and £50 thereafter.

Basis of charges: In the case of simple matters, I shall agree with you a fixed fee before commencing work. If, however, there are complications or if there are more documents or parties involved than you originally indicated or legalisation is required, I reserve the right to renegotiate my fee or agree to charge you by my hourly rate based upon time spent. Special factors which might result in an increase in the charge include:

1. complexity or novelty;
2. the number and importance of the documents;
3. if the work has to be done away from this office or outside office hours; and/or
4. special urgency, which may require me to deal with your matter in priority to other work.

Payments out on your behalf: I may have to pay legalisation fees to the Foreign and Commonwealth Office and/or a foreign embassy. There might be translator or interpreter fees. Your approval to these will be obtained and you are normally required to make payment in advance of any such amounts.

Travelling time & expenses: I will normally make a charge for my time taken travelling to and from any appointment taking place away from my offices. I will usually also charge my travelling expenses at the rate of £0.40 per mile. Your approval to these will be obtained and you are normally required to make payment in advance of any such amounts.

Payment: My notarial charges are normally payable upon signature of the document requiring notarisation and I reserve the right to retain any completed document until payment has been received. If I render a bill in respect of the work, payment will be due when you receive the bill.

CANCELLATION:

Should you be unable to attend a pre-arranged appointment with me then please let me know by telephone or email as soon as possible beforehand. I reserve the right to charge a non-attendance fee of £50 should less than 24 hours' notice of cancellation be given.

COMPLAINTS

My notarial practice is regulated by the Faculty Office of the Archbishop of Canterbury:

The Faculty Office
1 The Sanctuary
Westminster
London
SW1P 3JT
T: 020 7222 5381
E: faculty.office@1thesanctuary.com
W: www.facultyoffice.org.uk

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

C J Vaughan
The secretary, The Notaries' Society
PO Box 7655
Milton Keynes
MK11 9NR
T: 01604 758908
E: secretary@thenotariessociety.org.uk
W: <http://www.thenotariessociety.org.uk/complaints>

If you have any difficulty making a complaint in writing, please do not hesitate to call the Notaries' Society for assistance.

Finally, even if you have your complaint considered under the 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 your complaint to the Legal Ombudsman if you are not happy with the result:

Legal Ombudsman
Baskerville House, Centenary Square
Broad Street, Birmingham B1 2ND
T: 0300 555 0333
E: enquiries@legalombudsman.org.uk
W: 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 twelve months from the conclusion of the complaint process.

MY LIABILITY

I carry professional indemnity cover of £5,000,000.00 (any one claim).

THE LAW APPLICABLE TO MY RETAINER

The law which governs my contract with you is English law and it is agreed that any dispute relating to my services shall be resolved by the English courts.

I have read and understand the above written 'VISITING A NOTARY: NOTES FOR CLIENTS' and accept that the information herein contained will form the basis of my retainer with you, the Notary Public. I hereby return a signed and dated copy of the same whilst retaining a copy for my own records.

Signed:

Dated:

DATA PROTECTION PRIVACY NOTICE

The business of Lucy Clare Carter, Notary Public of 2nd Floor Suite 4 Woburn House Vernon Gate Derby DE1 1UL (“**Business**”, “**I**”, “**me**”, “**my**”). The Business is registered with the Information Commissioner’s Office (“**ICO**”) under number Z3067171. If you have any questions about this privacy notice (“**Notice**”), please contact me by email. The Business will process your personal data and third parties’ personal data, as further explained below, in the course of providing you with notarial and associated services including access to my website and online features. (“**Services**”). I will let you know, by posting on my website or otherwise, if I make any changes to this Notice from time to time. Your continued use of the Services after notification of such changes will amount to your acknowledgement of the amended Notice.

PLEASE NOTE: You shall and you hereby agree to indemnify the Business and its affiliates and their officers, employees, agents and subcontractors (each an “**Indemnified Party**”) from and against any claims, losses, demands, actions, liabilities, fines, penalties, reasonable expenses, damages and settlement amounts (including reasonable legal fees and costs) incurred by any Indemnified Party arising out of or in connection with any breach by you of the warranties included in this Notice.

WHAT IS PERSONAL DATA?

“**Personal data**” means any information relating to an identified or identifiable natural person, known as ‘a **data subject**’, who can be identified directly or indirectly; it may include name, address, email address, phone number, IP address, location data, cookies and similar information. It may also include “**special categories of personal data**” such as racial or ethnic origin, political opinions, religious or philosophical beliefs, trade union membership or the processing of genetic data, biometric data for the purpose of uniquely identifying a data subject, data concerning health or data concerning a natural person’s sex life or sexual orientation.

The Business may process personal data and special categories of personal data which you provide in connection with the Services about yourself and other data subjects, e.g. individuals whose details are included in any materials provided by you to the Business. The Business may obtain information about you and other data subjects from third party service providers, such as due diligence platforms. If you use my online Services, the Business may collect information about your devices including clickstream data.

The provision of certain personal data is mandatory in order for the Business to comply with mandatory client due diligence requirements and consequently to provide the Services. You warrant on a continuous basis that such personal data is accurate, complete and up to date. Failure to comply may result in documents being rejected by the relevant certification authorities, held invalid in the destination country or other difficulty to successfully completing the Services.

In relation to personal data of data subjects you warrant to the Business on a continuous basis that:

1. where applicable, you are authorised to share such personal data with the Business in connection with the Services and that wherever another data subject is referred to, you have obtained the explicit and demonstrable consent from all relevant data subjects to the inclusion and use of any personal data concerning them;
2. to the extent this is required in connection with the Services, such personal data is accurate, complete and up to date; and
3. either you provide your explicit consent and warrant that each data subject has provided explicit consent for the transfer of personal data to English and Welsh or foreign organisations in connection with the Services or that an alternative legal gateway for such transfer (such as transfer necessary for the conclusion or performance of a contract concluded in the interest of the data subject) has been satisfied.

HOW DO I USE YOUR PERSONAL DATA?

The Business will only process personal data, in accordance with applicable law, for the following purposes:

1. responding to your queries, requests and other communications;
2. providing the Services, including, where applicable, procuring acts from foreign organisations;
3. enabling suppliers and service providers to carry out certain functions on behalf of the Business in order to provide the Services, including webhosting, data storage, identity verification, technical, logistical, courier, translation, legalisation or other functions, as applicable;
4. allowing you to use features on my website, when you choose to do so;
5. ensuring the security of the Business and preventing or detecting fraud;
6. administering my Business, including complaints resolution, troubleshooting of my website, data analysis, testing of new features, research, statistical and survey purposes;
7. developing and improving my Services;
8. complying with applicable law, including Notarial Practice Rules, guidelines and regulations or in response to a lawful request from a court or regulatory body.

The legal basis for my processing of personal data for the purposes described above will typically include:

1. processing necessary to fulfil a contract that I have in place with you or other data subjects;
2. your consent, such as processing for the purposes set out in this Notice;
3. processing necessary for our or a third party's legitimate interests, such as processing for the purposes set out in this Notice which is carried out on the basis of the legitimate interests of the Business to ensure that Services are properly provided, the security of the Business and its clients and the proper administration of the Business; and
4. processing necessary for compliance with a legal obligation to which I am subject.

COOKIE STATEMENT

What exactly are cookies?

In order to collect the information including personal data as described in this Notice, I may use cookies and similar technology on my website. A cookie is a small piece of information which is sent to your browser and stored on your computer's hard drive, mobile phone or other device. You can set your browser to notify you when you receive a cookie. This enables you to decide if you want to accept it or not. However, some of the Services offered through my website may not function properly if your cookies are disabled.

Cookies can be first party or third party cookies.

1. First party cookies – cookies that the website you are visiting places on your device.
Name of Cookie: ci_session (expires after 4 hours) - used by the content management system that powers my website.
2. Third party cookies – cookies placed on your device through the website but by third parties, such as Google.
Name of Cookie: _pk_ses.* (expires after 45 minutes) - used by our analytics software to track anonymous usage of our website. No personal data is collected.

The cookies placed on my website

I use the following cookies on my website:

Strictly necessary cookies. These cookies are essential in order to enable you to move around my website and use its features. Without these cookies, Services you have asked for cannot be provided. They are deleted when you close the browser. These are first party cookies.

Performance cookies. These cookies collect information in an anonymous form about how visitors use my website. They allow me to recognise and count the number of visitors and to see how visitors move around the website when they are using it and the approximate regions that they are visiting from. These are first party cookies.

I may combine information from these types of cookies and technologies with information about you from other sources.

COOKIE CONSENT AND OPTING OUT

I assume that you are happy for me to place cookies on your device. Most Internet browsers automatically accept cookies. However, if you, or another user of your device, wish to withdraw your consent at any time, you have the ability to accept or decline cookies by modifying your browser setting. If you choose to decline cookies, you may not be able to fully experience the interactive features of my website, my platforms and Services.

When you arrive on my website a pop-up message will appear asking for your consent to place advertising cookies on your device. In order to provide your consent, please click 'OK'. Once your consent has been provided, this message will not appear again when you revisit. If you wish, or another user of your device wishes, to withdraw consent at any time, you can do so by altering your browser settings otherwise I will assume that you are happy to receive cookies from my website. For more information please visit www.allaboutcookies.org and <http://www.youronlinechoices.com/uk/>.

DISCLOSURE OF PERSONAL DATA

There are circumstances where the Business may wish to disclose or is compelled to disclose your personal data to third parties. These scenarios include disclosure to:

1. my subsidiaries or associated offices;
2. my suppliers and service providers to facilitate the provision of the Services, including couriers, translators, IT consultants and legalisation and other handling agents, webhosting providers, identity verification partners (in order to verify your identity against public databases), consultants, for example, in order to protect the security or integrity of my business, including my databases and systems and for business continuity reasons;
3. public authorities to carry out acts which are necessary in connection with the Services, such as the Foreign Office;
4. foreign organisations to carry out acts which are necessary in connection with the Services, such as Embassies, Consulates and High Commissions;
5. professional organisations exercising certain public functions in relation to the notaries profession, such as Chambers of Commerce;
6. subject to your consent, my advertising and marketing partners who enable me, for example, to deliver personalised ads to your devices or who may contact you by post, email, telephone, SMS or by other means;
7. successor or partner legal entities, on a temporary or permanent basis, for the purposes of a joint venture, collaboration, financing, sale, merger, reorganisation, change of legal form, dissolution or similar event relating to a Business. In the case of a merger or sale, your personal data will be permanently transferred to a successor company;
8. public authorities where I am required by law to do so; and
9. any other third party where you have provided your consent.

INTERNATIONAL TRANSFER OF YOUR PERSONAL DATA

I may transfer your personal data to a third party in countries outside the country in which it was originally collected for further processing in accordance with the purposes set out above. In particular, your personal data may be transferred to foreign organisations such as foreign Embassies located in the UK or abroad. Such organisations will process personal data in accordance with the laws to which they are subject and international treaties over which the Business has no control.

If the Business transfers personal data to private organisations abroad, such as subcontractors, it will, as required by applicable law, ensure that your privacy rights are

adequately protected by appropriate technical, organisation, contractual or other lawful means. You may contact me for a copy of such safeguards in these circumstances.

RETENTION OF PERSONAL DATA

Your personal data will be retained for as long as is reasonably necessary for the purposes listed above or as required by the law. For example, the Notaries Practice Rules require that notarial acts in the public form shall be preserved permanently. Records of acts not in public form shall be preserved for a minimum period of 12 years. Please contact me for further details of applicable retention periods. Personal data may for reasons of security and convenience be stored on remote data facilities but in an encrypted form.

I may keep an anonymized form of your personal data, which will no longer refer to you, for statistical purposes without time limits, to the extent that I have a legitimate and lawful interest in doing so.

SECURITY OF PERSONAL DATA

The Business will implement technical and organisational security measures in order to prevent unauthorised access to your personal data.

However, please be aware that the transmission of information via the internet is never completely secure. Whilst I can do my best to keep my own systems secure, I do not have full control over all processes involved in, for example, your use of my website or sending confidential materials to me via email and I cannot therefore guarantee the security of your information transmitted to me on the web.

DATA SUBJECT RIGHTS

Data subjects have numerous rights in relation to their personal data. For further information about your data protection rights please visit the ICO [website](#).

1. Right to make a subject access request (SAR). Data subjects may request in writing copies of their personal data. However, compliance with such requests is subject to certain limitations and exemptions and the rights of other data subjects. Each request should make clear that a SAR is being made. You may also be required to submit a proof of your identity where applicable.
2. Right to rectification. Data subjects may request that I rectify any inaccurate or incomplete personal data.
3. Right to withdraw consent. Data subjects may at any time withdraw their consent to the processing of their personal data carried out by the Business on the basis of previous consent. Such withdrawal will not affect the lawfulness of processing based on previous consent.
4. Right to object to processing, including automated processing and profiling. The Business does not make automated decisions. The Business may use third party due diligence platforms which provide recommendations about data subjects by automated means. I will comply with any data subject's objection to processing unless I have a compelling overriding legitimate ground for the processing, the processing is for the establishment, exercise or defence of legal claims or I have another lawful reason to refuse such request. I will comply with each valid opt-out request in relation to marketing communications.
5. Right to erasure. Data subjects may request that I erase their personal data. I will comply, unless there is a lawful reason for not doing so. For example, there may be an overriding legitimate ground for keeping the personal data, such as, my archiving obligations that I have to comply with.
6. Restriction. Data subjects may request that I restrict my processing of their personal data in various circumstances. I will comply, unless there is a lawful reason for not doing so, such as, a legal obligation to continue processing your personal data in a certain way.
7. Right to data portability. In certain circumstances, data subjects may request the controller to provide a copy of their personal data in a structured, commonly used and machine readable format and have it transferred to another provider of the same or similar services. To the extent such right applies to the Services, I will comply with such transfer request. Please note that a transfer to another provider

does not imply erasure of the data subject's personal data which may still be required for legitimate and lawful purposes.

8. Right to lodge a complaint with the supervisory authority. I suggest that data subjects contact me about any questions or complaints in relation to how I process personal data. However, each data subject has the right to contact the relevant supervisory authority directly.