

Fiona Luscombe Notary Public WBW Notaries

The logo for WBW Notaries, featuring the letters 'WBW' in a large, white, serif font above the word 'Notaries' in a smaller, orange, serif font. The logo is set against a solid orange rectangular background.

Church House
Queen Street
Newton Abbot
Devon
TQ12 2QP

Direct: 01626 202330
Office: 01626 202404
Fax: 01626 202420

DX 59100
Newton Abbot

www.wbw.co.uk

My Terms of Business

I act only on the basis of these Terms of Business and they govern the work I do for you.

WHY A NOTARY? It is almost always the case that you have been asked to see a notary because you have a document that needs to be used abroad. Seeing a notary is never a mere rubber-stamping exercise. The international duty of a Notary involves a high standard of care. This is not only towards the client but also to anyone who may rely on the document and to Governments or officials of other 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 the Notary's register and records. Great care is essential at every stage to minimise the risks of errors, omissions, alterations, fraud, forgery, money laundering, the use of false identity, and so on.

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 will make an additional charge to cover travelling time and expenses. Occasionally I may not be able to see you within the timeframe you require, or I may decide that I am not able to act for you in which case I will advise you that that is the case and will provide you with the necessary information to locate an alternative notary.

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

PAPERS TO BE SENT TO ME IN ADVANCE: It will save time, expense and mistakes if, as long before the appointment as possible, you can let me have the originals or photocopies of:

- The documents to be notarised;
- Any letter or other form of instruction which you have received about what has to be done with the documents;
- Your evidence of identification.

IDENTIFICATION: I will need **you** to produce by way of formal identification the original of (in preferred order):

- Your current passport (or, if not available);
- A current new driving licence (with photo) or national identity card

And A utility bill, credit card or bank statement showing your current address which should not be more than 3 months old or council tax bill;

If neither a current passport or current new driving licence are available, then at least a current government or police issue certificate bearing a photo or other formal means of identification.

You must also bring any other means of ID which may be referred to in the papers sent to you as being required such as a foreign Identity Card. I may also ask to see further evidence of identity such as marriage certificates etc and will advise you of this if necessary.

PROOF OF NAMES: In a case where the name on the document is different from the name you are currently using, or there has been a variation in the form of spelling of the name over the years, please provide me as appropriate with Certificates of Birth, Marriage or Divorce Decree or Change of Name Deed showing all the different names that you use. If there has been a change of name, then I will need to see a copy of the Deed Poll or Statutory Declaration which dealt with 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 will not be attempting to advise you about the transaction itself or give you legal advice about the document. My role is to be satisfied that you understand the content of the document and that you intend to be bound by it. You should always seek the advice of your own independent legal or other competent professional adviser who practises in or is an expert in the law of the country and jurisdiction to which the document will be sent. If it is necessary to add qualifications to my certificate to make it clear that there are facts which I have not been able to verify, the document may be of less benefit and no liability is accepted if this is the case.

WRITTEN TRANSLATIONS: It is essential that you understand what you are signing.

- If the document is 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 translation, a further fee will be payable and I will provide you with details of this.
- 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.”**

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 may involve a further fee.

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, there are further requirements on which I may have to insist. Please be prepared for these and telephone with any point of difficulty before attending on the appointment.

In each case:

1. Evidence of identity of the authorised signatory (as listed above).
2. A copy of the current letterhead (showing the registered office if it is a company).
3. A Letter of Authority, Minute, Resolution or Power of Attorney, authorising you to sign the document.

Additionally, companies: Certificate of Incorporation and of any Change of Name, a copy of the Memorandum and Articles of Association, Details of Directors and Secretaries. In all instances I will be carrying out various company searches, which may have an effect on the level of fees charged.

Additionally, partnerships, clubs, etc: A Partnership Agreement; or relevant Trust Deed; or Charter; or Constitution/Rules.

NOTARIAL CHARGES AND EXPENSES: Details of my charges are set out below. Please note that if I have to make payments on your behalf such as legalisation fees, translator or interpreter fees, or other costs such as travelling expenses, your approval to these will be obtained and you are normally required to make payment in advance of any such amounts.

Charges: If the matter is simple I will endeavour to charge a fixed fee to include disbursements such as legalisation fees, postage, consular agent fees, courier fees, travelling expenses, translating costs and so on. WBW Notaries (“the Business”) is not registered for VAT and it will not be charged.

The fee for this transaction will be £ XXX which includes disbursements/legalisation fees/postage/consular agent fee/courier/travelling fees/translating costs.

For more complicated or time-consuming matters the fee will be based on my hourly rate of £195 subject to a minimum fee of £100, plus disbursements. The fee charged may include time spent on preliminary advice, drafting and preparation time, making and receiving telephone calls, correspondence written and received in all formats, arranging legalisation and record keeping.

Disbursements: Some documents require legalisation before they will be accepted for use in the receiving jurisdiction by obtaining an Apostille through the UK Foreign and Commonwealth Office and, for some countries, additional legalisation is required through the relevant embassy or consulate.

Payment can be made by cash up to a maximum of £300 or a cheque made payable to “WBW Notaries” or bank transfer. I am unable to take card payments at the moment. Payment of my fee and disbursements is due when the document has been prepared which I may retain pending payment in full. I also reserve the right to charge interest on the balance owing at the rate of 8% as from the expiry of the 7 day period. Documents may not be released until the invoice has been paid.

Occasionally unforeseen or unusual issues arise during the course of the matter which may result in a revision of my fee estimate. Examples of this could include where additional documents are required to be notarised, additional translations or legalisations are needed to meet the requirements of the receiving jurisdiction, third party fees are adjusted to reflect external factors such as fuel price changes and so on. I will notify you of any changes in the fee estimate as soon as possible.

TYPICAL STAGES OF A NOTARIAL TRANSACTION: 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:

- 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 (e.g. information from Companies House or foreign registries, 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 as appropriate
- Arranging for the storage of copies of all notarised documents in accordance with the requirements of the Notarial Practice Rules 2019

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 a 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. For full details of my PRIVACY POLICY and data processing terms please see

my Data Protection Privacy Notice which can be found on the Notary Services page of the WBW Solicitors website www.wbw.co.uk.

EMAIL COMMUNICATIONS: In performing my services I may wish to send messages and documents to you and to others by electronic mail (email). Like other means of communications, email is not entirely risk free and carries with it the possibility (among other things) of corruption, inadvertent misdirection, non-delivery of confidential material, inadvertent deletion or unauthorised access. Nevertheless, I recommend that where it is practicable it is used. Accordingly, I shall, unless you notify me to the contrary in writing, regard your acceptance of my terms of engagement as including your agreement to the use of email.

I endeavour to retain on disk or other electronic storage or in hard copy format copies of all emails which contain significant information. However, it is sometimes impractical to retain all such materials and therefore your file may not contain every email sent or received.

PROFESSIONAL INDEMNITY INSURANCE: WBW Solicitors maintain professional indemnity insurance cover for my Notary work as required by the Faculty Office of the Archbishop of Canterbury at a level of at least £1,000,000 per claim. Details are available upon request. No liability for loss to clients not covered by the limits of such insurance can be accepted.

THE GOVERNING LAW: The law which governs my contract with you is English law and you and I agree that any dispute relating to my services shall be resolved by the English courts.

WBW SOLICITORS: I am an Employed Solicitor of WBW Solicitors and carry on my notarial work as part of their practice. In terms of the Notarial Act itself, I am wholly independent.

MONEY LAUNDERING COMPLIANCE: I operate a money laundering reporting procedure as required by law.

CONFIDENTIALITY AND DATA PROTECTION:

Except as explained below, I will maintain my professional and legal obligations of confidentiality in relation to the work I undertake for you and in relation to information which is confidential to you which comes into my possession in the course of undertaking that work. However, provided that any such disclosures are limited to a need to know basis, I may make disclosures of information which is confidential to you:

- (a) for the purpose of acting for you including, without limitation, disclosures to your other advisers or to third parties involved in the work I am undertaking for you;
- (b) to my auditors for the purposes of the audit of my accounts;
- (c) to my professional indemnity insurers if, in relation to your matter, it becomes necessary under the terms of my professional indemnity insurance to notify circumstances which may give rise to a claim against me (this may include communications which would ordinarily be protected by legal professional privilege);
- (d) as required by law or by any regulatory authority to which I am subject;
- (e) for the purposes of complying with my obligations under anti-money laundering or counter terrorist financing legislation for the time being in force;
- (f) for the purpose of applying my risk management policies; or
- (g) for the purpose of acquainting my employers in the law firm WBW Solicitors of which I am an employee with my services as a Notary Public.

I use the information you provide (including personal data) primarily for the provision of my services to you, but also for related purposes including creating and maintaining notarial records, issuing invoices, collecting payments and debts, analysis for the purposes of practice management, statutory returns, insurance proposals and legal and regulatory compliance. Please note that my work for you may require me to share information with third parties such as other advisors or with the management of WBW Solicitors of which I am an employee. You have a right of access to the personal data that I hold about you.

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 paragraphs 8 and 9 of the **WBW Notaries** Data Protection Privacy Notice which can be found on WBW Solicitors website www.wbw.co.uk

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 the co-operation which I am reasonably entitled to expect.

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

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

PO Box 7655

Milton Keynes

MK11 9NR

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 hope that these notes are of help to you in understanding what is expected of each of us.

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NOTARY PUBLIC
fionaluscombe@wbw.co.uk

