Hugh Thompson
NOTARY PUBLIC
No 2 The Embankment
Sovereign Street
Leeds LS1 4BA

VISITING A NOTARY PUBLIC
NOTICE FOR CLIENTS AND MY TERMS OF BUSINESS

1 WHY A NOTARY?

1.1 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.

1.2 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.

2 APPOINTMENTS

2.1 I offer appointments during business hours and occasionally outside of business hours in exceptional circumstances.

2.2 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.

2.3 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.

3 SIGNATURES

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

4 PAPERS TO BE SENT TO ME IN ADVANCE

4.1 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:

4.1.1 The documents to be notarised;

4.1.2 Any letter or other form of instruction which you have received about what has to be done with the documents;

4.1.3 Your evidence of identification.

5 IDENTIFICATION

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

5.1.1 Your current passport (or, if not available);

5.1.2 A current driving licence (with photo) or national identity card

5.2 If neither of the above are available, at least two of the following

5.2.1 A current government or police issue certificate bearing a photo or other formal means of identification;

5.2.2 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;

5.3 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.

5.4 I may also ask to see further evidence of identity such as marriage certificates etc. and will advise you of this if necessary.

6 PROOF OF NAMES

6.1 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.

7 ADVICE ON THE DOCUMENT

7.1 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.

7.2 You must seek advice on these matters from your own lawyer or the person asking you to have the document signed.

8 WRITTEN TRANSLATIONS

8.1 It is essential that you understand what you are signing.

8.2 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.

8.3 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.”

9 ORAL INTERPRETER

9.1 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.

10 COMMERCIAL ENTITIES

10.1 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.

10.2 In each case:

10.2.1 Evidence of identity of the authorised signatory (as listed above).

10.2.2 A copy of the current letterhead (showing the registered office if it is a company).

10.2.3 A Letter of Authority, Minute, Resolution or Power of Attorney, authorising you to sign the document.

10.3 Additionally, for companies: Certificate of Incorporation and of any Change of Name, a copy of the Memorandum and Articles of Association, Details of Directors, Secretaries and ultimate beneficial owners (people who ultimately own or control more than 25% of shares or voting rights). In all instances I will be carrying out various company searches, which may have an effect on the level of fees charged.

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

11 NOTARIAL CHARGES AND EXPENSES

11.1 Details of my charging methodology 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.

11.2 Charges:

11.2.1 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. VAT is payable on my fees.

11.2.2 For more complicated or time-consuming matters the fee will be based on my hourly rate of £250 plus disbursements and VAT. 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.

11.3 Disbursements

11.3.1 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. Such costs are payable by you in advance.

11.4 Once you provide details of your requirements, I will provide you with a fixed fee quote, or estimate based on my hourly rate, together with details of any likely disbursements.

11.5 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.

12 PAYMENT

12.1 Payment can be made by debit or credit card, cheque, or cash (up to a maximum of £750)

12.2 Payment of my fee and disbursements is due when the document has been prepared which I may retain pending payment in full. Payment should be made to Flint Bishop Limited.

13 THIRD PARTY SERVICES

13.1 In dispatching documents for legalisation by the FCO or delivery by post or courier or entrusting them to agents on your behalf and/or at your request, I assume no liability for their loss and/or any consequential loss incurred by you as a result of any failure on the part of the FCO, postal service, courier or agent.

14 USE OF TECHNOLOGY, DEVICES AND ARTIFICIAL INTELLIGENCE

14.1 To the extent that I use any automated decision-making technology, including artificial intelligence, in the course of my services, I do not rely upon the same without human intervention.

14.2 Before using any new technology, including artificial intelligence, I carry out an appropriate risk assessment to ensure that your rights are not adversely affected by the same.

15 TYPICAL STAGES OF A NOTARIAL TRANSACTION

15.1 Each notarial matter is different and the requirements and timescales will vary greatly according to whether the client is a private individual or a company and in particular according to the processing times of third parties such as the Foreign and Commonwealth Office, legalisation agents, translating agencies and couriers, etc . Some of the typical key stages are likely to include:

15.1.1 Receiving and reviewing the documents to be notarised together with any instructions you may have received

15.1.2 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.)

15.1.3 Checking the identity, capacity and authority of the person who is to sign the document

15.1.4 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.

15.1.5 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

15.1.6 Drafting and affixing or endorsing a notarial certificate to the document

15.1.7 Arranging for the legalisation of the document as appropriate

15.1.8 Arranging for the storage of copies of all notarised documents in accordance with the requirements of the Notarial Practice Rules 2019.

16 NOTARIAL RECORDS AND DATA PROTECTION

16.1 I am a solicitor with Flint Bishop Ltd (“the Firm”). 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. I maintain my records using the Firm’s systems. Personal data received from clients is held securely.

16.2 I will use the information you provide primarily for the provision of notarial services to you and for other related purposes including updating and enhancing client records, analysis for management purposes and statutory returns, crime prevention and legal and regulatory compliance. Use of that information will be subject to your instructions, the General Data Protection Regulations (GDPR) and my duty of confidentiality.

16.3 Please note that my work for you may require me to disclose information to third parties such as expert witnesses and other professional advisers. Where this is necessary I will seek your consent to instruct such parties.

16.4 The Privacy Notice applicable to the work I carry out for you is available online at Hugh Thompson Notary Public Privacy Notice. Flint Bishop's Privacy Notice may be found on its website at flintbishop.co.uk/privacy-notice/.

16.5 You have a right of access, under data protection legislation, to the personal data that I hold about you. If you wish to be provided with a copy of this information please put your request in writing addressed to: Hugh Thompson Notary c/o Flint Bishop Ltd, No 2 The Embankment, Sovereign Street, Leeds LS1 4BA.

16.6 You also have the right to request erasure of the personal information which held about you. If I am unable to fully comply with this request, perhaps because I have a legitimate business reason why I must retain this information such as for regulatory compliance or accounting purposes then I will explain our decision to you.

16.7 If you consider at any time that the information that I hold about you is incorrect then you should promptly notify me and I will correct any inaccuracy.

16.8 My practice is a registered with the Information Commissioner's Office.

16.9 You have the right to make a complaint to the Information Commissioner's Office if you are concerned about how I have processed your personal data or you are unhappy about my information rights practices. Please see my Hugh Thompson Notary Public Privacy Notice for further information. **INSURANCE**

16.10 I maintain professional indemnity insurance at a level of at least £1,000,000.00 per claim.

17 LIMITATION OF LIABILITY

17.1 Unless otherwise agreed with you in writing my aggregate liability for work undertaken for you (based on the fees which we have estimated) is limited to a maximum of £1,000,000.00 in total. This limitation will not apply if a loss is due to dishonesty or wilful misconduct. If I am jointly and severally liable to you with any other party I shall only be liable to pay you the proportion which is reasonably found to be my fault. I shall not be liable to pay you the proportion which is due to the fault of another party.

18 TERMINATION/YOUR RIGHT TO CANCEL

18.1 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.

18.2 Consumer Cooling Off Cancellation Period –Consumer Contracts Regulations 2013 ("CCR"):

18.2.1 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.

18.3 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.

18.4 If you ask me 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.

19 TERMINATION BY ME

19.1 I reserve the right to terminate my engagement with 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.

20 APPLICABLE LAW AND JURISDICTION

20.1 English law will apply to all services provided by me and any dispute arising out of or in connection with them and each party agrees to submit to the exclusive jurisdiction of the English courts.

21 CONTRACTUAL RELATIONSHIP

21.1 This agreement is made between you and I and takes effect from the date of the letter accompanying these Terms.

21.2 This agreement is personal to you and may not be assigned to, or held on behalf of or for the benefit of any third party, without my written consent.

21.3 For the purpose of Section 1(2) of the Contracts (Rights of Third Parties) Act 1999, it is agreed that no term of our agreement with you shall be enforceable by a third party.

22 COMPLAINTS

22.1 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

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

22.3 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.

22.4 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 876

Chichester

PO19 9ZHEmail secretary@thenotariessociety.org.uk

22.5 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.

22.6 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 6167

Slough SL1 0EH

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. You must take your complaint to the Legal Ombudsman within six months of receiving my final response.