

Dawn Searles Notary

Terms and Conditions

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Business

The business of **DAWN SEARLES** of Gateway House, Tollgate, Chandlers Ford, Eastleigh, Hampshire SO53 3TG UK a notary public trading as **DAWN SEARLES NOTARY** (“I”, “me”, “my”).

The business is regulated by the Faculty Office of the Archbishop of Canterbury. The codes of conduct applicable to the notarial profession can be found at www.facultyoffice.org.uk.

Clients

References to “you” in these terms of business mean any person, business or organisation that instructs me to provide professional services.

I will:

- keep you informed of progress made on your matter;
- advise you of delays and, where possible, explain why such a delay is occurring; and
- advise you where it becomes necessary to change the basis on which my fees are payable or calculated.

You should:

- provide me with written instructions wherever possible;
- provide me with full and accurate information regarding your affairs; and
- inform me if there is any significant change in your situation.

Notarisation & identification

A primary function of a notary is to identify the client. In the case of private clients, I require proof of residential address. I will therefore ask you to produce personal documentation that can include (at least two):-

- a passport
- national identity card
- photocard driving licence
- marriage certificate or divorce judgment
- a recent gas, electricity or other bill or bank statement (for proof of address)

I may also need to establish that your company or organisation exists and that the signatory has authority to represent it. In the case of companies or organisations based in the United Kingdom, I will generally conduct my own checks. In some cases (particularly for companies or organisations established overseas) I may ask you to produce certain documents. These might include a certificate of incorporation, good standing certificate and other similar evidence. If I have to certify the signatory’s authority to represent a company or organisation, additional documentation will be requested, such as:-

- constitutional documents (e.g. memorandum and articles of association)

- a power of attorney
- board resolutions
- authorised signatory book (in the case of banks)
- extract from a commercial register (generally for foreign companies)

I will be happy to advise exactly what will be required in any particular case.

Notaries are affected by UK legislation enacted to prevent terrorism and combat organised crime and money-laundering. This legislation requires notaries and other lawyers to report suspicious transactions to law enforcement agencies. A notary who knows or suspects or has "reasonable grounds" for suspecting that a person may be committing an offence under the legislation must make a disclosure as soon as is practicable to the appropriate law enforcement agency.

For this reason there are checks which notaries may have to make of their clients which, in many cases, go beyond the identification standards which notaries have traditionally applied. Being asked for additional identification does not mean you are under suspicion. The new identification requirements apply to all clients when they are asking notaries to authenticate documents or undertake certain other types of work.

A notary is entitled to refuse to act (or issue a restricted certification) if he or she has any doubt as to the facts or law.

Legalisation

If a document is notarised in the United Kingdom and is intended for use in another country, there may be a further formality of recognition. The procedure is generally described as "legalisation" although it is sometimes referred to as "consularisation".

Countries which have accepted the international convention on legalisation ("the Hague Convention" of 1961) have abolished the requirement for consular legalisation. It is replaced by a single certification - known as an "apostille".

An apostille is currently issued in the United Kingdom by the Foreign and Commonwealth Office. I can arrange legalisation for my clients using both the standard service and a premium service.

Some countries require notarial documents to be legalised by their own authorities, and the document must in these circumstances be presented to the consulate or other diplomatic representation of the country where the document is to be used. I can arrange for legalisation at the consulates and diplomatic missions in London.

Diplomatic missions and government departments are indifferent to commercial pressures and clients may have cause to complain about the treatment of their documentation, which can include loss, delay or refusal. Although I make my best effort to carry out my instructions, I cannot accept liability for the actions (or the lack of action) of such bodies.

Dispatch of documents - passing of risk

At your request I/ my legalisation agent will dispatch documents on your behalf. Such documents are at your risk after I/ my legalisation agent has delivered them to the postal service or carrier. However, this does not affect any liability of the postal service or carrier to you in respect of the documents.

Fees

Fees are calculated using a scale which is reviewed from time to time. On request, I can provide you with a fixed price for certain work. However, I reserve the right to make additional charges if I am required to carry out additional work or if the matter proves to be unusually difficult.

Costs such as legalisation agents fees, consular fees, bank charges or major photocopying/ scanning or postage costs will be passed on to you.

My terms for payment of all invoices rendered are that they be settled upon delivery. Should settlement not be forthcoming, I reserve the right to charge interest at 4% above base rate on all sums outstanding.

Insurance

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

Services provided off premises

The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 ("the Regulations") give particular rights to consumers who enter into "off-premises contracts" with businesses.

The following terms will therefore apply if you wish to instruct me to provide services at your home or private address and you have done so for purposes that are wholly or mainly outside your trade, business, craft or profession.

You acknowledge that the Regulations do not apply to your contract with me to the extent it relates to the creation of immovable property or of rights in immovable property.

To the extent that the Regulations do apply to your contract with me, you are entitled to cancel without any reason or liability if you do so within 14 days of giving your instructions.

However, in my experience I find that clients do not want me to delay acting on their instructions. By accepting my terms of business you therefore request me to act on your instructions immediately. You instruct me to begin work and provide the services requested before the end of any cancellation period that may exist in law. You agree to waive the right given in the Regulations to cancel without liability. However, you still retain your right to cancel your instructions at any time. If you decide to do this you should do so in writing. You agree to be liable for my fees for any work that I have already carried out on your behalf.

You agree that the information given here and your instructions to start work constitute confirmation of your contract with me. You accept that the information contained in these terms of business has been addressed to you personally. You also agree that the information has been provided in a durable medium which enables you to store the details in a way that is accessible for future reference.

Data Protection

I am required by my professional rules to maintain records of the work I do. At the end of the matter the main details of the documents notarised are recorded and a copy retained of the notarised document and details of or a copy of the proof of identity of the persons involved which has been produced to me. All records are held in electronic format and some documentation (where appropriate) will be retained in hard copy format. Please see my Data Protection Privacy Notice.

Complaints

If you are dissatisfied with my services you may complain to the Notaries Society 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. If you wish to make such a complaint 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 (Tel: 01908 803527)
(Email: secretary@thenotariessociety.org.uk)

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.

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 eight weeks from the date you first notified us 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

(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 from the conclusion of the above complaint process.

Applicable law and jurisdiction

The contractual relationship between you and us shall be governed by English law. In the event of any dispute you agree that the courts of England and Wales shall have sole jurisdiction.

October 2020