

ALISON JANET FIELDEN

Notary Public

The Gatehouse Dollar Street Cirencester Gloucestershire GL7 2AN

Tel: 01285 653261 Fax: 01285 885372

VAT Registration No: 681 7090 22

TERMS OF BUSINESS

The following paragraphs set out the basis on which I will provide notary services.

1. Hours of business

My office hours are 08:30 to 17:00 from Monday to Friday and 08:30 to 12:30 on Saturday. In appropriate cases I can arrange to see you outside my usual office hours, or away from the office. In such cases I would charge a reasonable fee for travelling time plus the cost of my travel.

2. Responsibility of Notary

A Notary's first duty is to the transaction as a whole. Notarial acts are relied upon by clients, third parties and foreign governments and officials worldwide. Unless otherwise agreed in writing, a Notary's responsibility is limited to the Notarial formalities and does not extend to advice on or drafting of documentation or in relation to substantive legal input on the matter under consideration. I do not give foreign law advice.

3. Responsibility of Client

- (a) You will give us accurate instructions;
- (b) You will give us full information on which we can base our advice;
- (c) You will pay our bills in accordance with these Terms of Business.

4. Communication

I will communicate with you, as appropriate, by telephone, email or post, and in meetings by appointment. I will aim to respond to enquiries without undue delay. In the case of telephone calls this will normally be within 24 hours. Response times may vary accordingly according to the urgency of the transaction.

5. Fees

My present hourly rate is £280 plus VAT and my minimum fee is £140 plus VAT. I reserve the right to vary these rates in respect of extremely urgent work or work done outside ordinary office hours. The attached scale of fees (Appendix) can be used as a guide for the specific tasks listed.

6. Disbursements

You are responsible for all payments which I make on your behalf. Typical examples are legislation fees paid to the Foreign and Commonwealth Office and/or an Embassy legislation agents' fees, Companies Registry fees and special delivery postage charges. However, I shall not incur these expenses without first obtaining your consent to do so.

7. Payment

My charges are normally payable on presentation (usually at the meeting) by cash, cheque or by immediate electronic transfer. Notarised documents will not normally be released until all fees and disbursements have been paid in full.

8. Proof of Identity and Capacity

Identification of individuals and proof of residential address is required. This is usually by way of a current passport, photo card driving licence or national identity card and a recent gas, electricity or other bill or bank statement. Exceptionally, other proof may be acceptable. In the case of a limited company I will need a board minute or company resolution authorising the signatory to sign the specific document required, plus whatever formalities are required in the jurisdiction concerned.

9. Written Translation

In cases where I do not have knowledge of the language in which the document is written, official translations may be required before and/or after execution of the documentation.

10. Integrity of Documentation

The whole of the relevant document or documents must be brought to the appointment or sent in advance. It is not acceptable to produce only a part of a document for certification by a notary. An exact copy of the whole document must be retained by the notary.

11. Liability

I carry professional indemnity liability cover of £3,000,000.00 which exceeds the minimum level of cover specified by the Master of the Faculties. I therefore limit the level of my liability to you to £3,000,000.00 unless you are injured or die as a result of my negligence, in which case my liability is without limit.

12. Complaints

- (a) I aim to offer all my clients an efficient and effective service and I hope I will do so in your case. If, however, you should ever have any cause for concern please feel free to contact me to discuss this.
- (b) 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.
- (c) 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 difficulty in making a complaint in writing, please do not hesitate to call the Notaries Society/the Faculty Office for assistance.

- (d) 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 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
PO Box 6167
Slough SL1 0EH
Email: enquiries@legalombudsman.org.uk
Website: www.legalombudsman.org.uk

- (e) 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 complaint process.
- (f) Please note that 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.

13. Records and Storage of Papers

At the end of the matter, a formal entry of the main details of your transaction together with copies of the notarised document will be kept. In particular, when notaries are requested to certify documents such as public deeds, the above details will also be kept in their notarial protocols.

After completing the work, I will also keep copies of all sealed documents indefinitely in accordance with the requirements of my regulators. My firm is also entitled to keep your papers and documents (with certain exceptions) while money is owing to me. I will keep my file of working papers (except for any of your papers which you ask to be returned to you) for no less than seven years, and on the understanding that I have your authority to destroy the file will do so no less than seven years after sending you my final bill, or later at my discretion. I shall not destroy documents you ask us to deposit in safe custody or copy sealed documents. I do not normally make a charge for retrieving stored papers or deeds in response to continuing or new instructions to act for you. However, I reserve the right to make a charge based on the time I spend reading papers, writing letters or other work necessary to comply with your instructions in answering queries on completed matters.

14. Data Protection

I only process personal data in accordance with the law. The privacy statement used by my firm in all legal matters is on our website <http://www.alisonfielden.co.uk/privacy.php> and applies also to notary work.

15. Confidentiality/Disclosure Issues

Notaries are under a professional and legal obligation to keep the affairs of the Client confidential. This obligation, however, is subject to a statutory exception; legalisation on money laundering and terrorist financing has placed Notaries under a legal duty in certain circumstances to disclose information to the National Crime Agency. Where a Notary knows or suspects that a transaction on behalf of a Client involves money laundering, the Notary may be required to make a disclosure. If, while I am acting for you, it becomes necessary to make such a disclosure, I may not be able to inform you that it has been made, or of the reasons for it, because the law prohibits ‘tipping off’. Where the law permits me, I will tell you about any potential money laundering problem and explain what action I may need to take.

My firm may be subject to audit or quality checks by external firms or organisations including the Faculty Office, as mentioned below. I may also outsource work. This might be for example typing or photocopying or costings, or research and preparation to assist with your matter. Information from your file may therefore be made available in such circumstances. I will always aim to obtain a confidentiality agreement with the third party.

In order to comply with court and tribunal rules, all documentation relevant to any issues in litigation, however potentially damaging to your case, have to be preserved and may be required to be made available to the other side. This aspect of proceedings is known as ‘disclosure’. Subject to this, I will not reveal confidential information about your case except as provided by these terms of business and where, for example, your opponent is ordered to pay your costs, I have to meet obligations to reveal details of the case to them and to the court.

You may terminate your instructions to me in writing at any time. For example, you may decide you cannot give me clear or proper instructions on how to proceed. I am entitled to keep all your papers and documents while money is owing to me. I will decide to stop acting for you only with good reason and on giving you reasonable notice or if it is clear that you have lost confidence in how I am carrying out your work. If you or I decide that I shall stop acting for you, then my charges will be as stated above. This does not affect your rights under the Consumer Contracts (Information Cancellation and Additional Charges) Regulations 2013.

16. Regulation and Compliance

My firm is regulated by the Faculty Office of the Archbishop of Canterbury, The Faculty Office, 1 The Sanctuary, Westminster, London, SW1P 3JT (telephone - 020 7 222 5381, email – faculty.office@1thesanctuary.com website – www.facultyoffice.org.uk) the professional governing body. I have a current practising certificate which is on display in my reception area.

From time to time your file may be subject to inspection by the Faculty Office Inspectors.

Notaries are expected to have regard to The Code of Practice which provides guidance as to how notaries should conduct their practice.

17. Equality and Diversity and Quality

I am committed to promoting equality and diversity in all dealings with clients and third parties.

I attach a great deal of importance to maintaining quality standards and promote accreditation with relevant bodies such as Lexcel.

As mentioned above in Confidentiality Disclosure matters, my practice may be subject to audit or quality checks by external firms or organizations, such as these and information from your file may therefore be made available to these bodies to maintain standards.

18. 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 resolved by the English courts.

Your continuing instructions will amount to your acceptance of these terms and conditions.

This is an important document. Please keep it in a safe place for future reference.

APPENDIX
NOTARY CHARGES
FROM 01.04.2024 (VAT @ 20%)

LETTERS AND EMAILS IN AND OUT **£28 plus VAT each**

PRE-PREPARED DOCUMENTS

ONE DOCUMENT (or up to 18 minutes) **£140 plus VAT**
Over 18 minutes pro rata £280 plus VAT per additional hour

MULTIPLE DOCUMENTS –

2 - 5 Docs	£200 plus VAT (over ½ hour pro rata £280 +VAT per additional hour)
6 - 10 Docs	£250 plus VAT (over ¾ hour pro rata £280 +VAT per additional hour)
10 Docs or more	To be charged at the hourly rate of £280 + VAT per hour

DRAFTING ORIGINAL DOCUMENTS **£280.00 per hour plus VAT**
(Not pre-prepared) or pro rata

APPOINTMENTS OUTSIDE THE OFFICE

Up to 7 miles	£50 + VAT
Up to 14 miles	£100 + VAT
Larger distances on application	

SENDING DOCUMENTATION TO FOREIGN OFFICE **£75.00 plus VAT**

COPYING/PRINTING/SCANNING charges will apply for 10 or more pages

10p per black and white page
25p per coloured page
10p per page for scanning

POSSIBLE DISBURSEMENTS:

Apostille Fee - standard route per document fee 20 working day turnaround	£45.00 + £5.50 courier fee + £7.75 postage fee
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Apostille Fee - fast route 3-5 working day turnaround	prices on request + £7.75 postage fee
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NOTE: WE DO NOT ARRANGE COURIER SERVICE. IF THIS IS REQUIRED CLIENTS TO ARRANGE THEMSELVES.

ACCEPTANCE OF TERMS AND CONDITIONS

I / We confirm that I /We have read your Terms of Business and understood and accept the same.

Please tick the box below.

I CONFIRM I HAVE READ AND UNDERSTOOD AND ACCEPT THE TERMS AND CONDITIONS

Signed.....

Signed.....

Dated.....

ALISON J FIELDEN NOTARY PUBLIC
REF: AJNF/NOTARY