ASTON-DIVE NOTARY & CO
ALENA ASTON-DIVE
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SERVICE INFORMATION AND TERMS OF BUSINESS

1. ***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 also visit clients at their business or home address. If the notarial appointment takes place further than 15 minute drive from either of my offices I may charge an additional fee to cover expenses. Occasionally I may not be able to see you within the time frame 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.

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

3. ***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.

4. ***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

   If neither of the above are available, at least **two** of the following
   - A current government or police issue certificate bearing a photo or other formal means of identification;
   - 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;

   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, birth certificates, etc. and will advise you of this if necessary.

5. ***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.

6. ***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. You are advised to seek legal advice from a lawyer qualified in the jurisdiction where the document is going to as to the contents and effect of the document.

7. ***Notarial duties:*** My responsibility as a Notary Public is to the document itself and to establish that you have sufficient capacity to understand what the document is intended to achieve. I have to be satisfied as to your identity, your legal capacity, your authority and your understanding and approval. I shall try to ensure that the document, in the manner of its execution, its form and substance, will achieve its purpose; I must be satisfied that it is your voluntary act and that no fraud, violence or duress are involved and that other stipulated formalities either under English or foreign law are observed. I can refuse to undertake the matter if I am not satisfied with any one of those things.

8. ***Liability***: Where I need to qualify any certificate I give or statement I make because I am unable to obtain independent verification I accept no liability whatsoever if as a result of the qualification the document is not accepted for the purpose it is intended. I am not providing legal advice in respect of the document and you are advised to obtain your own legal advice. Unless I am instructed to prepare documents on your behalf, if you produce a document to me it is your responsibility to ensure that the document is fully filled in or completed except for any signatures which will have to be done in my presence. I may refuse to notarise a document if I feel it has not been properly drafted.

9. ***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."**
   - Some documents will be required to be produced in dual column or with an English translation. I will advise you if this is required.

10. ***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.

11. ***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.

12. ***Notarial charges and expenses:*** Details of my charges are set out in my email sent to you. 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. I do not charge VAT.
    For more complicated or time-consuming matters the fee will be based on my hourly rate of £280 subject to a minimum fee of £80, 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. I may give a discount for multiple documents. There may be other charges for home visits, business visits, our out of hours appointments, depending on individual circumstances.

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

    Payment for matters that do not involve legalisation can be made by cash, card, or by bank transfer before the documents are given to you. Matters that involve legalisation will need to be paid by bank transfer. Payment of my fee and disbursements is due when the document has been prepared which I will retain pending payment in full. A late payment fee of £28 per reminder communication plus interest of 8% will be applied if the invoice remains unpaid for 28 days.

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.

13. ***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

14. ***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 website: www.aston-dive.co.uk

15. ***Insurance*****:** To the extent that I am permitted by law to do so, but no further, I limit my liability to you to the amount of my account for notarial services. In no case shall my liability to you exceed £1,000,000.00, which is my current level of professional indemnity insurance cover.

16. ***Notarial Instructions:*** Your instructions and my acceptance of the same constitutes a service agreement and such agreement is deemed to commence at my offices by email or telephone, either once you have booked an appointment with me to meet with you, or otherwise instructed me to start notarial work, even if any subsequent meeting takes place outside of my usual place of business. If you give instructions on behalf of another person, company or organisation I will treat you as responsible for my fees unless or until the other person confirms that that person is my client. You will be required to complete a Notarial Instructions Form with your personal details and the details about the transaction.

17. ***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 me to begin work during the cancellation period, or you attend a meeting 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. This will be calculated on the time spent based on my current rate of £280 per hour.

18. ***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.

19. ***Missed, cancelled and additional appointments:*** If you do not attend your appointment at the agreed time and you do not cancel in advance by giving at least two hours' notice by email or telephone, you agree that a fee may be charged for my time even if no documents have been notarised. If you are late for an appointment without a reasonable explanation I shall wait for up to 20 minutes and then may cancel or re-schedule our appointment and a charge of £60 shall be made for such missed appointment. If you attend an appointment but do not have the required identification documents then a new

appointment will be required and an additional fee of £60 added to the invoice.

20. ***Actions of 3rd parties***: I accept no liability for the actions of third parties who I instruct to act on your behalf such as consular agents, Royal Mail and couriers. Documents sent by post or by courier are sent at your risk. I also accept no liability if your foreign lawyer does not give you clear instructions and later decides that the document is not notarised in accordance with their requirements. It is your responsibility to check the foreign jurisdiction's requirements before your appointment. Any follow up notarisation resulting from missing or incomplete instructions will result in additional fees.

21. ***Legalisation timescale***: Any Apostille and Embassy Legalisation turnaround time estimates are subject to the requirements and procedures of the FCDO and Embassies/Consulates. Estimated times of completion and receipt for documents cannot be guaranteed and can be affected by factors out of our control such as Embassy closures/delays, factors beyond our control and other acts of God. I will always seek to keep you informed of any unexpected delays that can affect the completion of your documents.

22. ***Legalisation rejection***: It is now a policy of the Foreign, Commonwealth, and Development Office (FCDO) to not refund Apostille fees if they reject documents, which means that further fees need to be paid. In the event that the documents are rejected for a reason which is out of our control, the fees will be payable by the client.

23. ***Provision of services***: I am not liable for any loss or damage arising as a direct or indirect result of the supply of services being prevented, hindered, delayed or rendered uneconomic by reason of circumstances beyond my control, including but not limited to Act of God, war, riot, strike, lock out, trade dispute or labour disturbance, accident, breakdown of machinery, virus outbreak, fire, flood, storm or difficulty or increased expense in obtaining information or services of any description.

24. ***Jurisdiction:*** My contract with you is governed by English Law and any disputes relating to my services shall be resolved by English Courts.

25. ***Use of Technology, Devices, and Artificial Intelligence:***

25.1 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.

25.2 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.

26. ***Complaints*****:**

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

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

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.

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
P O Box 876
Chichester PO19 9ZH
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.

5. 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

6. 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.