

TERMS OF BUSINESS

Thank you for choosing Faye Thorman of The Yorkshire Notary, which is the trading name of The Yorkshire Notary Limited, a private limited company registered in England and Wales under number 17392979 and with registered office at Blake House, 18 Blake Street, York, United Kingdom, YO1 8QG.

This document sets out the terms of your contract with The Yorkshire Notary Limited, through which I provide my services. Additional details regarding what to expect, some important points to note before proceeding, as well as key regulatory information, are contained in the Schedule at the end.

If you still have questions, or anything is unclear, please don't hesitate to get in touch.

Notarial fees and other costs

My fees cover the time I spend at our meeting (if relevant) but also time spent on preliminary advice, drafting and preparation, making and receiving telephone calls, correspondence written and received in all formats, arranging legalisation where appropriate, and record keeping.

Typically, once I have reviewed your initial instruction, I will provide a fixed fee estimate, which will be based on an hourly rate of £250 plus VAT subject to a minimum fee of £165 plus VAT. I will also set out any payments ('disbursements') which need to be made on your behalf such as legalisation fees, translator or interpreter fees, or other costs such as travelling expenses. I will get your approval before incurring any charges and, in the case of disbursements, I will ask you to make payment in advance of instructing any third party on your behalf.

Occasionally, an unexpected issue may arise as the matter progresses, which will mean I need to revise the fee estimate. Where this is the case, I will notify you as soon as possible and get your approval before proceeding.

My standard fees assume that you will attend my office in Blake Street, York, during regular business hours. However, I aim for flexibility wherever possible, and for that reason I also regularly offer out-of-hours appointments, and I am happy to undertake home or workplace visits where possible. For out-of-office appointments, I will make an additional charge to cover travelling time and expenses and I will advise you of this as part of my fee estimate. I also reserve the right to increase my fee for an out-of-hours appointment, depending on what is required. If I'm not able to help you, I will provide you with the necessary information to locate an alternative Notary.

VAT is payable on my fees (the company VAT registration number is 528260786). Currently, payment can only be made by bank transfer. Bank details will be provided when payment is due, and I reserve the right to retain your documents pending payment of my invoice in full.

Please ensure that all payments match the exact amount stated on your invoice. In the event that you make an overpayment of up to £20.00, no refund will be given and the overpaid amount will be given to charity.

Notarial records and data protection

Regulatory requirements dictate that I must keep certain records of the work I conduct on your behalf, and information gathered as part of the instruction, on a permanent basis. I also retain a copy of the notarised documentation with that record.

My practice is registered with the Information Commissioner's Office. Personal data received from clients is held securely and is not capable of being accessed externally. Data collected as part of notarial records is used solely for the purposes of meeting professional legal responsibilities. For full details of my privacy policy and data processing terms please see my website: www.theyorkshirenотary.co.uk

Termination/ your right to cancel

You may terminate your instructions at any time by giving reasonable written notice. All fees and disbursements incurred up to the date of termination will be charged.

Where the Consumer Contracts Regulations 2013 ("CCR") apply, you have a cancellation period of 14 days after the date you accept my terms and ask me to carry out services on your behalf. You can cancel your contract within the cancellation period by providing me with 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, you can still cancel but you must pay an amount in proportion to the work which has been performed, which will not be reimbursed to you.

Termination by me

I reserve the right to terminate our engagement if I have good reason to do so, for example, if you do not pay a bill or comply with a request for a payment on account, or if you fail to provide information necessary to progress the matter within a reasonable timeframe.

Responsibility for third party assistance

I am not able to regulate services provided by third parties and I am therefore unable to accept any liability whatsoever for such services. This includes but is not limited to services provided by legalisation agents, the FCDO legalisation office and postal and courier service suppliers.

Use of technology, devices and Artificial Intelligence

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

The Yorkshire Notary
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York, YO1 8QG
UNITED KINGDOM

Email correspondence

Email will be my usual first choice of communication. Where you have provided an e-mail address, for example by sending an e-mail to me, I will assume such address can be used to send unencrypted, sensitive or confidential correspondence or documents to you. I may also send unencrypted, sensitive or confidential information to other persons involved, unless specifically requested by them or you not to do so. All e-mails sent by me and attachments thereto should be scanned for viruses by the recipient.

Authority to sign

If you present or sign a document on behalf of a third party, including companies, partnerships and trusts, you are warranting that you are authorised to sign on behalf of that organisation and you are accepting these Terms of Business on its behalf.

Governing law and jurisdiction

The terms and conditions of our arrangement and the provision of these Terms of Business shall be governed by English law and shall be subject to the exclusive jurisdiction of the English courts in the case of any dispute. If any provision of these terms is held by any court or other competent authority to be void or unenforceable in whole or part, the remainder of these terms shall continue to be valid.

Thank you once again for your instruction, I look forward to assisting you.

The Yorkshire Notary
Blake House, 18 Blake Street
York, YO1 8QG
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SCHEDULE: ADDITIONAL INFORMATION

Not all of the information below will be relevant for every instruction I receive. However, it aims to cover some points which I get asked regularly, so it may be useful for you as a quick reference guide to queries you might have. For instructions where a meeting is required, it also sets out the basics of what to provide beforehand, and what will be expected at the appointment.

The purpose of notarisation

In England and Wales, the services of a Notary relate almost exclusively to documents which need to be used abroad. We have a high standard of care, not only towards the person instructing us, 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.

Typical stages of a notarial instruction

Each matter is different, so requirements (and therefore timescales) will vary.

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 and instructions to deal with your matter
- 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 entails 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

For an in-person meeting, if I have all the necessary information from the outset, I can usually provide an appointment within five days of first contact, often sooner. I always aim to have as much as possible prepared in advance of our meeting, so that the appointment itself shouldn't take longer than around half an hour.

Signing a document in front of a Notary

If you are instructing me because you have been asked to sign a document in front of a Notary Public, please note:

- Please do not sign the document in advance of your appointment.
- At our meeting, I will meet with you to confirm your identity, go through the document with you to make sure you've read it and understand it, and check you're signing it of your own free will, before you sign it in front of me. Please take time to thoroughly read any document(s) you've been sent, well in advance of the meeting, so that you have opportunity to take appropriate advice if needed.
- 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 this, there will be an additional fee but I will provide details of this before progressing further. If you would like to arrange the translation yourself, please contact me beforehand so that I can confirm the requirements with you.
- Similarly, we need to understand each other. If that's not possible because of a language difficulty, we may need to arrange for an interpreter to assist us. Again, this may involve an additional fee, but I would agree this with you in advance.
- I can assist you with the formalities needed to complete the document, but **I cannot advise you on its content or legal implications**. Please therefore ensure you have taken adequate legal advice by someone qualified in the jurisdiction where the document is intended for use, prior to your appointment, as I will need to be confident that you understand its effect.

What I will require before the meeting

If possible, please email copies of:

- The documents to be notarised;
- Any letter or other instructions which you have received about what has to be done with the documents;
- Evidence of identification as outlined below – it is helpful to have copies in advance, but note I will need to see the originals when we meet.

Identification

I will need you to produce the following **original documents** by way of formal identification:

- Your current passport; AND
- A current driving licence (with photo); AND
- A utility bill, credit card or bank statement showing your name and current address which should not be more than 3 months old, or a council tax bill;

If the above is problematic, please let me know as early as possible so we can discuss alternatives. Please note that I must be able to satisfactorily identify you in order to carry out any work on your behalf.

You must ensure that you bring with you any identification documents which are specifically referenced in the documents you need to sign. In some cases, I may also ask to see further evidence of identity such as marriage certificates, and I 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 (as appropriate) 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, I will need to see a copy of the Deed Poll or Statutory Declaration which dealt with it.

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, I will need to satisfy some additional requirements. In some cases the information I need will be available to me online, but if not, I may ask you to produce the documentation set out below. Please let me know if you foresee any problems with this, so that we can agree a way forward.

In each case I will need:

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

Additionally, for 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.

Legalisation

You may need assistance with legalisation, either of documents which I have notarised for you or those which require only legalisation without prior notarisation. I can assist in either case.

Legalisation may require one or both of the following:

- the addition of a certificate, known as an apostille, from the Foreign and Commonwealth Development Office (FCDO). This certificate confirms that the signature and seal of the Notary is genuine.
- the addition of a certificate from a Chamber of Commerce, Embassy or Consulate.

If your documents require legalisation (and you would prefer not to deal with it yourself) there are a number of options in relation to obtaining one or more apostilles. Please note that I am able to offer options 1 and 2 but am currently NOT able to assist with option 3 (the e-Apostille):

Option 1

The documents are sent directly to the FCDO by Special Delivery. This is the cheapest paper option, but it is only recommended where there is no urgency as the FCDO can be slow to turn around documents, particularly at busy times.

Option 2

The documents are sent to a legalisation agent who arranges the legalisation and charges a handling fee. There are 2 options here:

- general service. Usually this means that documents received by them before 9am will be legalised and collected by them the following day.
- Urgent which requires proof of time pressure. This is more expensive, and only a little quicker than the general service.

For options 1 and 2 the documents can be returned to a UK or overseas address provided by you.

Option 3

The final option (which is not a service I can currently offer) is an electronic apostille, known as an 'e-Apostille', which involves uploading a document with an electronic notary signature and seal. Once the apostille has been added you will be provided with an electronic document which you can forward to as many recipients as you wish. However, this option isn't available for all types of document and it's not universally accepted in all countries.

Although it can be the quickest option, e-Apostilles are not available for the following types of document:

- birth, death, marriage, civil partnership and adoption certificates, or any other document from the General Register Office;
- ACRO police certificates for England and Wales;
- Disclosure Barring Service (DBS) certificates for England and Wales;
- disclosure certificates for Scotland and Northern Ireland;
- fingerprint certificates;
- membership certificates for the Association of Chartered Certified Accountants (ACCA).

I will always use a legalisation agent when you need the addition of a certificate from a Chamber of Commerce, Embassy or Consulate.

Practice information and complaints signposting

I (Faye Thorman) am a Notary Public authorised to practise in England and Wales. My notarial practice is regulated through the Faculty Office of the Archbishop of Canterbury; I am also a member of the Notaries Society.

The Faculty Office of the Archbishop of Canterbury can be reached as follows:

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 with the service you have received, in the first instance please don't hesitate to contact me. If I can't resolve your concerns, you may then 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.

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 9ZH

Email secretary@thenotariessociety.org.uk

If you have any difficulty in making a complaint in writing, please do not hesitate to contact 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 8 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
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.

Insurance

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