

## **ANTHONY SAMUELS NOTARY PUBLIC**

### **TERMS AND CONDITIONS**

NUMBER ONE LONDON BRIDGE, LONDON SE1 9BG, ENGLAND

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### **VISITING A NOTARY PUBLIC AND MY TERMS OF BUSINESS**

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 agreed circumstances. 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. 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.

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

**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:** 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 along with:

A utility bill, credit card or bank statement showing your current address which should not be more than 3 months old, or a 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.

**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.

**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.

**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."

**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.

**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 the appointment.

In each case I require evidence of the identity of the authorised signatory.

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

Additionally, for a company: Certificate of Incorporation and of any Change of Name, a copy of the Memorandum and Articles of Association, Details of Directors and Secretaries, save where I have told you in advance that I can extract these from Companies House. In all instances I may 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.

**Notarial charges and expenses:** Details of my charges are set out below. Please note that if I have to make payments on your behalf such as legalisation fees, translator or interpreter fees, postage, courier or other costs such as travelling expenses, your approval to these will be obtained and you may be 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. VAT is payable on my fees and my VAT number is 985964052.

For more complicated or time-consuming matters the fee will be based on my hourly rate of £350 subject to a minimum fee of £300 per document plus disbursements (if any) 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.

**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 & Development Office and, for some countries, additional legalisation is required through the relevant embassy or consulate. I will specify these costs in my quote which will be sent to you when you initially instruct me.

Payment can be made by bank transfer or credit card. I will send you an invoice with a credit card payment link and my bank account details. Payment of my fee and disbursements is due when the document has been prepared which I may retain pending payment in full.

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.

**Typical stages of a notarial transaction:** 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 Commonwealth & Development Office, legalisation agents, translating agencies and couriers, etc. 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 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

**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 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.notary-london.co.uk](http://www.notary-london.co.uk)

**Insurance:** In the interests of my clients I maintain professional indemnity insurance at a level of £1,000,000 per claim. My insurance is with Tokyo Marine HCC, who are regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Their website is at: [www.tmhcc.com](http://www.tmhcc.com) and they can be contacted at [mail@tmhcc.com](mailto:mail@tmhcc.com) or on +44(0)20 7702 4700.

**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 us 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.

**Termination by me:** 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.

Complaints: 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@lthesanctuary.com](mailto:Faculty.office@lthesanctuary.com)

Website [www.facultyoffice.org.uk](http://www.facultyoffice.org.uk)

If you are dissatisfied about the service you have received please contact me.

If I am 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.

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](mailto:secretary@thenotariessociety.org.uk)

If you have any difficulty in making a complaint in writing please 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 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](mailto:enquiries@legalombudsman.org.uk) Website : [www.legalombudsman.org.uk](http://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.

**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 my 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.

**Email Correspondence:** I use e-mail wherever possible. Where you have provided me with an e-mail address, e.g., by sending an e-mail, I will assume that I may use that address for the sending of unencrypted, sensitive or confidential correspondence or documents to you. I may also, during the course of a matter, 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.

**Governing Law and Jurisdiction:** The Terms & Conditions of our arrangement and the provisions 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, these terms shall continue to be valid as to the other provisions thereof and the remainder of the affected provision.

I hope that these notes are of help to you in understanding what is expected of each of us.

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DATA PROTECTION PRIVACY NOTICE ("NOTICE")

Anthony Samuels ("we", "us", "our") is registered with the Information Commissioner's Office ("ICO") under number ZA288380.

If you have any questions about this Notice, please email anthony.samuelsl@hotmail.com.

We will process your and third parties' personal data in the course of providing you with notarial and associated services including access to our website and online features ("Services").

We will let you know, by posting on our website or otherwise, if we make any changes to this Notice from time to time. Your continued use of the Services after notifying such changes will amount to your acknowledgement of the amended Notice.

**PLEASE NOTE:** You shall and you hereby agree to indemnify us, our affiliates and our officers, employees, agents and subcontractors (each an "Indemnified Party") from and against any claims, losses, demands, actions, liabilities, fines, penalties, reasonable expenses, damages and settlement amounts (including reasonable legal fees and costs) incurred by any Indemnified Party arising out of or in connection with any breach by you of the warranties included in paragraphs 8 and 8.

**What is Personal Data?** Personal data means any information relating to an identified or identifiable natural person, known as data subject, who can be identified directly or indirectly;

it may include name, address, email address, phone number, IP address, location data, cookies and similar information. It may also include special categories of personal data such as racial or ethnic origin, political opinions, religious or philosophical beliefs, or trade union membership, and the processing of genetic data, biometric data for the purpose of uniquely identifying a data subject, data concerning health or data concerning a natural person's sex life or sexual orientation.

We may process personal data and special categories of personal data which you provide in connection with the Services about yourself and other data subjects, e.g. individuals whose details are included in any materials provided by you to us. We may obtain information about you and other data subjects from third party service providers, such as due diligence platforms. If you use our online Services, we may collect information about your devices including clickstream data.

The provision of certain personal data is mandatory in order for us to comply with mandatory client due diligence requirements and consequently to provide the Services. You warrant on a continuous basis that such personal data is accurate, complete and up to date. Failure to comply may result in documents being rejected by the relevant certification authorities, held invalid in the destination country or other difficulty to successfully completing the Services.

In relation to personal data of data subjects, you warrant to us on a continuous basis that:

Where applicable, you are authorised to share such personal data with us in connection with the Services and that wherever another data subject is referred to, you have obtained the explicit and demonstrable consent from all relevant data subjects to the inclusion and use of any personal data concerning them;

To the extent this is required in connection with the Services, such personal data is accurate, complete and up to date;

Either you provide your explicit consent and warrant that each data subject has provided explicit consent for the transfer of personal data to foreign organisations in connection with the Services as set out at paragraph 12, or that an alternative legal gateway for such transfer (such as transfer necessary for the conclusion or performance of a contract concluded in the interest of the data subject) has been satisfied.

**How do we use your personal data?** We will only process personal data for the following purposes:

Responding to your queries, requests and other communications;

Providing the Services, including, where applicable, procuring acts from foreign organisations;

Enabling suppliers and service providers to carry out certain functions on our behalf in order to provide the Services, including webhosting, data storage, identity verification, technical, logistical, courier or other functions, as applicable;

Allowing you to use features on our website, when you choose to do so;

Sending you personalised marketing communications requested by you;

Ensuring our security and preventing or detecting fraud;

Administering our business, including complaints' resolution, troubleshooting of our website, data analysis, testing of new features, research, statistical and survey purposes;

Developing and improving our Services;

Complying with applicable law, including the Notary Practice Rules, guidelines and regulations or in response to a lawful request from a court or regulatory body.

The legal basis for our processing of personal data for the purposes described above will typically include:

Processing necessary to fulfil a contract that we have in place with you or other data subjects, such as processing for the purposes set out;

Your consent, such as processing for the purposes set out;

Processing necessary for our or a third party's legitimate interests, such as processing for the purposes set out, which is carried out on the basis of our legitimate interests to ensure that Services are properly provided, our security and our clients and our proper administration;

Processing necessary for compliance with a legal obligation to which we are subject, such as processing for the purposes set out; and any other applicable legal grounds for processing from time to time. Disclosure of personal data

There are circumstances where we may wish to disclose or are compelled to disclose your personal data to third parties. These include disclosure to: our subsidiaries or associated offices;

our suppliers and service providers to facilitate the provision of the Services, including couriers, translators, IT consultants and legalisation and other handling agents, web hosting providers, identity verification partners (in order to verify your identity against public databases), consultants, for example, in order to protect the security or integrity of our business, including our databases and systems and for business continuity reasons;

Public authorities to carry out acts which are necessary in connection with the Services, such as the Foreign Office;

Foreign organisations to carry out acts which are necessary in connection with the Services, such as Embassies, Consulates and High Commissions;

Professional organisations exercising certain public functions in relation to the notaries profession, such as Chambers of Commerce;

Subject to your consent, our advertising and marketing partners who may contact you by post, email, telephone, SMS or by other means; successor or partner legal entities, on a temporary or permanent basis, for the purposes of a joint venture, collaboration, financing,



sale, merger, reorganisation, change of legal form, dissolution or similar event relating to us. In the case of a merger or sale, your personal data will be permanently transferred to a successor company;

Public authorities where we are required by law to do so; and

Any other third party where you have provided your consent.

### **International transfer of your personal data**

We may transfer your personal data to a third party in countries outside the country in which it was originally collected for further processing in accordance with the purposes set out above. In particular, your personal data may be transferred to foreign organisations such as foreign Embassies located in the UK or abroad. Such organisations will process personal data in accordance with the laws to which they are subject and international treaties over which we have no control.

If we transfer personal data to private organisations abroad, such as subcontractors, we will, as required by applicable law, ensure that your privacy rights are adequately protected by appropriate technical, organisation, contractual or other lawful means. You may contact us for a copy of such safeguards in those circumstances.

### **Retention of personal data:**

Your personal data will be retained for as long as is reasonably necessary for the purposes listed above or as required by the law. For example, the Notaries Practice Rules require that notarial acts in the public form shall be preserved permanently. Records of acts not in public form shall be preserved for a minimum period of 12 years. Please contact us for further details of applicable retention periods. Personal data may for reasons of security and convenience be stored on remote data facilities but in an encrypted form.

We may keep an anonymized form of your personal data, which will no longer refer to you, for statistical purposes without time limits, to the extent that we have a legitimate and lawful interest in doing so.

### **Security of personal data**

We will implement technical and organisational security measures in order to prevent unauthorised access to your personal data.

However, please be aware that the transmission of information via the internet is never completely secure. Whilst we can do our best to keep our own systems secure, we do not have full control over all processes involved in, for example, your use of our website or sending confidential materials to us via email, and we cannot therefore guarantee the security of your information transmitted to us on the web.

### **Data subject rights:**

Data subjects have numerous rights in relation to their personal data. For further information about your data protection rights please visit the ICO website.

**Right to make a subject access request (SAR).** Data subjects may request in writing copies of their personal data. However, compliance with such requests is subject to certain limitations and exemptions and the rights of other data subjects. Each request should make clear that a SAR is being made. You may also be required to submit a proof of your identity and payment, where applicable.

**Right to rectification.** Data subjects may request that we rectify any inaccurate or incomplete personal data.

**Right to withdraw consent.** Data subjects may at any time withdraw their consent to the processing of their personal data carried out by us on the basis of previous consent. Such withdrawal will not affect the lawfulness of processing based on previous consent.

**Right to object to processing, including automated processing and profiling.** We do not make automated decisions. Profiling may be carried out for our administration purposes, such as monitoring trends in user visits of our website, and in order to deliver targeted ads. We may use third party due diligence platforms which provide recommendations about data subjects by automated means. We will comply with any data subject's objection to processing unless we have a compelling overriding legitimate ground for the processing, the processing is for the establishment, exercise or defence of legal claims or we have another lawful reason to refuse such request. We will comply with each valid opt-out request in relation to marketing communications.

**Right to erasure.** Data subjects may request that we erase their personal data. We will comply, unless there is a lawful reason for not doing so. For example, there may be an overriding legitimate ground for keeping the personal data, such as, our archiving obligations.

**Restriction.** Data subjects may request that we restrict our processing of their personal data in various circumstances. We will comply, unless there is a lawful reason for not doing so, such as, a legal obligation to continue processing your personal data in a certain way.

**Right to data portability.** In certain circumstances, data subjects may request the controller to provide a copy of their personal data in a structured, commonly used and machine-readable format and have it transferred to another provider of the same or similar services. To the extent such right applies to the Services, we will comply with such transfer requests. Please note that a transfer to another provider does not imply erasure of the data subject's personal data which may still be required for legitimate and lawful purposes.

**Right to lodge a complaint with the supervisory authority.** We suggest that data subjects contact us about any questions or complaints in relation to how we process personal data. However, each data subject has the right to contact the relevant supervisory authority directly.