

S D LISTER, NOTARY PUBLIC

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Terms & Conditions

General

Sue Lister ("I" "me" "the Notary") runs Notarial services separately and independently of her practice as a solicitor. Notaries are regulated through the Faculty Office of the Archbishop of Canterbury and not the Law Society or the Solicitors Regulation Authority. I do not carry out any reserved legal activities (e.g. conveyancing, probate and the administration of estates) in my capacity as a Notary. All reserved legal activities are carried out by me in my capacity as a solicitor. In engaging the Notary to carry out Notarial services ("Notarial Services") you agree to be bound by the following terms and conditions. These Terms of Business will apply to any future instructions you give me to carry out Notarial Services.

Your Own Advisors

I do not advise on foreign law or on the suitability or enforceability of the document presented before me in any way. This is a matter for your other advisors. I act solely in an evidential and authentication capacity. I must however be satisfied that you understand the nature of the document and that you intend (voluntarily) to be bound by it. Checks therefore need to be made on your identity, your legal capacity, understanding and approval. This may require the services of a translator. If I am not satisfied then I cannot act until suitable proof is provided. I also need to observe other stipulated formalities from this jurisdiction and abroad. That might include legalisation with the Foreign and Commonwealth Office by way of Apostille and/or the Embassy of the relevant state in the United Kingdom. I can arrange this by post but some clients deal with this themselves in person or by courier especially if the matter is extremely urgent. I may use the services of an agent if you ask me to attend to this. Please note I am not responsible for the acts and omissions of my agents with your documents.

Basis of Charging

Fees are charged primarily by reference to the time actually spent from beginning to end on the whole transaction, on the basis of an hourly charging rate which is currently £350 per hour. My fees are not subject to VAT. Personal attendance at my office will usually be required so that all necessary secretarial facilities are available. However, in exceptional cases, I may be available to visit clients at their home or offices but in such cases expenses and travelling time may be charged.

Notarial practice guidelines state my fees should be fair and reasonable. In assessing this one may have regard to all the wider circumstances. As such my fees may also include an additional element reflecting other factors including value, importance, speed, complexity or special skills. A fee estimate will be provided after I have had an initial review of the papers. The estimate will be based on the information available at the time and will not be binding. Variations in the instructions given, including requests for additional work or unexpected developments may increase costs. If instructions are terminated for any reason, a charge will be made for all work carried out to date.

There is a minimum fee per instruction or per document of £145. Payment may be required at the time of the first appointment and you may be requested to bring sufficient funds to meet this amount or the estimate provided at the time the appointment was made. If a further fee is payable you will be invoiced. Invoices are payable on presentation. Separate sums may also be required from you to meet disbursements which will be charged in addition to my fee. These may include such matters as Legalisation Fees payable to the Foreign Office and Embassies, Translators and Interpreters Fees, Companies House Fees, Agents Fees, Courier Charges and travel costs. Details will be supplied if relevant. I will post any documents by Royal Mail First Class (this cost is included in my fee) at your own risk. They may otherwise be sent by courier at an additional charge.

Money Laundering Compliance

Notaries must obtain satisfactory evidence of the identity and address of their clients for the purposes of the Notaries (Prevention of Money Laundering) Rules 2008.

Data Protection

I am a Data Controller for the purposes of The General Data Protection Regulation (Regulation (EU) 2016/679) ("GDPR"). I am registered with the Information Commissioner's Office under registration number:

*Member of The Notaries Society
Regulated through the Faculty Office of the Archbishop of Canterbury*

Z1443058. I recognise that the appropriate treatment of personal data is essential in maintaining confidence with clients and any personal data which I collect, record or use in any way will have appropriate safeguards applied to it to ensure compliance with the GDPR. A copy of my privacy notice can be found at: <https://www.thenotariessociety.org.uk/pages/data-protection-privacy-notice>. If you have any questions about my privacy notice please contact me by email.

Professional indemnity, limitations on liability

My minimum level of professional indemnity cover is £1 million. No liability for loss (including, but not limited to, damages, costs and interest) to clients or other parties, whether in contract, tort (including negligence) or otherwise will be accepted by the Notary in excess of £1,000,000.

No liability whatsoever will be accepted on the part of the Notary as a result of any delays caused by its agents or, for example, due to post or courier delays or in any way in relation to any consequential loss or loss, damage or liability whatsoever caused directly or indirectly to any party other than the client for whom the Notary has agreed to act in connection with the relevant matter. The application of any legislation conferring on third parties contractual or other rights, including the Contract (Rights of Third Parties Act 1999) shall be excluded insofar as permitted by law. I will not be 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 the Notary's control, including but not limited to postal delays, Act of God, war, riot, strike, lock out, trade dispute or labour disturbance, accident, breakdown of machinery, fire, flood, storm or difficulty.

Feedback

The Faculty Office have launched a consumer survey to better understand the needs of consumers of notarial services. If you wish to provide feedback on the service you have received, please go to www.facultyoffice.org.uk/consumer-survey and complete the online survey.

Complaints

Details of how you may complain about my services are set out below.

Confidentiality

Although I will keep your affairs confidential, I may be obliged to disclose information to third parties if required by law or the Faculty Office.

Applicable law

My contract is governed by English Law and any disputes are subject to the exclusive jurisdiction of the English Courts.

MANDATORY INFORMATION TO BE GIVEN TO ALL NOTARIAL CLIENTS Prescribed form of words under Practice Rule 8 of the Notaries Practice Rules 2019

1. My notarial practice is regulated by 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
Old Church Chambers

*Member of The Notaries Society
Regulated through the Faculty Office of the Archbishop of Canterbury*

23 Sandhill Road
St James
Northampton
NN5 5LH
Email secretary@thenotariessociety.org.uk
Tel : 01604 758908

5. If you have any difficulty in making a complaint in writing please call the Notaries Society/the Faculty Office for assistance.
6. 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 6806
Wolverhampton
WV1 9WJ
Tel : 0300 555 0333
Email : enquiries@legalombudsman.org.uk
Website : www.legalombudsman.org.uk

7. 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.

*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 for further information.