



Terms and Conditions of Service

Revised Terms and Conditions of Service November 2023

Introduction

The service provided by me is that of a Notary Public carrying out all permitted notarial activities including, where appropriate, arranging legalisation or apostille of documents and sending them onwards to their final destination. Please note that at present, I do not accept electronic signatures or currently offer an electronic legalisation service. I meet all clients in-person, I witness your signature and affix my seal of office at my discretion.

Capacity

It is important that you have sufficient capacity to understand the nature and effect of any document(s) requiring your signature or due execution in my presence. If I consider it necessary, I will ask for you to obtain the opinion of a suitable medical professional to confirm your requisite capacity. This is to protect you against signing a document which you do not have the requisite capacity to fully understand.

Providing a speedy service

It will save time, expense, and often mistakes if, prior to the appointment with me, you can let me have sight of the originals or photocopies of:

- the documents requiring notarisation, and
- any letter or other form of instruction which you have received relating to how the document should be notarised and whether other special or particular requirements should be met to ensure that the final notarised document is valid for use in the foreign jurisdiction or its intended place of use.

Signatures

Please do not sign the document requiring notarisation in advance of your appointment with me as the Notary should normally witness your signature.

Identification

The following are suitable forms of primary photographic identification:

1. a valid passport





2. a valid photo driving license
3. a valid national identity card.

If neither of the above are available, at least two of the following will be acceptable:

1. a valid government or police issue certificate with a photo, and
2. a utility bill, credit card or bank statement showing your current address which should not be more than three months old or a council tax bill.

Additionally, you must also bring any other form(s) of ID which may be referred to in the papers sent to you as being required to be produced to me such as a foreign Identity Card. I may also ask to see further evidence of identity, such as marriage certificates, if necessary.

Proof of name(s)

If there is a variation in your name(s) on any of your documents, you will be asked to provide one of the following:

- the Deed Poll or Statutory Declaration for the change of name(s)
- the relevant Certificates of Birth
- the relevant Marriage Certificate
- the relevant Divorce Decree.

Legal Entities

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 should be met. I may request any of the following:

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
4. Certificate of Incorporation and/or Change of Name
5. A copy of the Memorandum and Articles of Association Details of Directors and Secretaries





6. Partnerships and clubs:

- a. Partnership Agreement
- b. relevant Trust Deed
- c. Charter
- d. Constitution / Rules

In all instances, I will be carrying out various company and relevant searches including those required under The Money Laundering and Terrorist Financing (High-Risk Countries) (Amendment) Regulations 2023. Any related costs may influence the fees I charge.

Scope of my work and advice on the document

When you present a document requiring my notarisation, I will advise you on the formalities required for completing the relevant document. I will NOT advise you about the relevant transaction in respect of which the notarised document is intended to be used. Therefore, it is your responsibility to take legal advice on the content and effect of any document you are signing in my presence.

Written Translations

It is essential that you understand what you are signing, especially:

1. If the document is in a foreign language which you do not understand. I may insist that a translation is obtained. If I arrange for a translation, a further fee will be payable, and I will provide you with details of this
2. If you were to commission your own professional translation of the document, please ensure that the translator adds his/her name, address, relevant professional qualification, and a certificate stating: “Document X is a true, accurate and complete translation of document Y, to which this translation is attached.”

Requirement for oral interpreter





If you and I cannot understand each other because of a language difficulty, we may have to arrange for a competent interpreter to be available at our meeting. This would warrant further fee payable to the interpreter.

Fees and Payments

At the onset of the matter, I provide a fixed fee quotation to include disbursements such as legalisation fees, postage, consular agent fees, courier fees, travelling expenses, translating costs. However, if upon sight of the documents, the matter proves to be unusually difficult or more time consuming. I reserve the right to make additional charges. You will be advised of any additional cost before the work commences.

I have a minimum fixed fee of £90.00 per document. I do not charge VAT.

The notarisation fee for each additional document is £70 up to a maximum of 10 documents. If your document(s) requires an Apostille, there is an additional service charge of £50.00 this covers up to 3 documents. This service charge is in addition to the charge made by the Foreign and Commonwealth Development Office of £30 per Apostille. I will inform you of any other disbursements before starting work on your behalf.

I do not offer the premium service to the Foreign & Commonwealth Development Office (FCDO). Your notarised documents will only be released to you after payment of your invoice. My payment terms are endorsed on my invoice which will be rendered to you after your documents have been notarised. Payment can be made by bank transfer into my nominated bank account endorsed on my invoice or payable in cash (up to a maximum of £1,000.00).

An essential part of a notary's role is to maintain and keep records. You can view details of how I handle your data on my notarial website www.abesstaqi.com under the heading "Data Processing."

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 (ICO) under number Z1635975.

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 my professional legal responsibilities as a Notary Public. For full details of my Privacy Policy and Data Processing Policy please visit my website.

Confidentiality

I owe a duty of confidentiality to my clients. Any information I obtain from you while providing notarial services which is not in the public domain will be treated as confidential. If I am obliged to disclose information to relevant legal, regulatory, or fiscal authorities, or under rules of professional conduct, I will inform you (where this is permissible) of the request or requirement to disclose and I may have to delay or stop providing services for a period of time.

As notaries, we must keep a record of the notarial act we complete for you. You may request a copy of the act if you wish to have a copy.

No party shall use any other party's confidential information for any purpose other than to exercise its rights and perform its obligations under or in connection with this contract.

Cancellation

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'):

1. 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 away from my office 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 commence giving me instructions, whichever is earlier
2. 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.
 3. If you have asked me to begin work during the 14-day cancellation period, you can still cancel but you must pay me a fee for the work I have done during the 14-day cancellation period.

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 fail to give me the co-operation which I am entitled to expect.

Insurance

In the interests of my clients, I maintain professional indemnity insurance at a level of up to £1,000,000.00 per claim. The geographical coverage of my insurance is UK only. My insurers are A – Plan insurance. A – plan’s website is www.aplan.co.uk and they can be contacted at 37 Upper George Street, Luton, LU1 2RG and/or 01582 733757.

Copyright

Where applicable, unless we agree otherwise, the copyright in the original materials which we generate for you belongs to us. Subject to payment of our fees for that material, you are permitted to make use of those materials only for the purpose for which they are created.

Complaints Procedure





If you are dissatisfied about the service you have received, firstly please contact me at notary@abesstaqi.com. I will try my best to promptly address your concerns. If I cannot 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 my regulator, the Faculty Office. This procedure is free to use and is designed to provide a quick resolution to any dispute. To contact the Notaries Society, please write (but do not enclose any original documents) with full details of your complaint to:

The Secretary of The Notaries Society

PO Box 1023

Ipswich

IP1 9XB

Email: secretary@thenotariessociety.org.uk

If you have any difficulty in making a complaint in writing, please call 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 eight weeks from the date you first notified us that you were dissatisfied, make your complaint to the Legal Ombudsman if not happy with the result:

Legal Ombudsman

PO Box 6167

Slough

SL1 0EH





Telephone: 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.





Acceptance

I acknowledge that the notary is acting as a witness only and is not party to any transaction, the notary accepts no legal responsibility or otherwise whatsoever for any delays, loss, omissions, costs, claims, or damages arising out of his notarization of any of the documents. I acknowledge that I have represented myself to the notary as having read and understood the content and the legal effect of the document(s) being signed by me and I have been advised to take independent legal advice before signing the documents. I verify that all documents and the facts contained in them are true and authentic and are not made as part of, or as a plan for any illegal act against the laws of any country in the world. I shall and hereby agree to indemnify the notary 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 the notary arising out of or in connection with any breach by me of The Money Laundering and Terrorist Financing (High-Risk Countries) (Amendment) Regulations 2019.

I accept that if I require the notary to forward or e-mail any documents after completion to me or any other person, then this will be at my risk, and I accept that e-mail is not always a secure method or transmitting information of documentation and is at risk of a security breach.

Name: _____

I confirm that I have read and understood all the documents that I will sign and that by signing them I intend to give them legal effect.

Date: _____

