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Terms of Business

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.

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."

Value Added Tax ('VAT')

I am not VAT registered in respect of my notarial services. Therefore, I will NOT charge VAT when I provide a costs quotation for my services.

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, and
- 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



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2. 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.

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, and
- the relevant Divorce Decree.

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.







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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.

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. Please be prepared for my request for these further requirements to be adhered to, and telephone in advance to advise on any point of difficulty before attending on the appointment. 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; or relevant Trust Deed; or Charter; or Constitution/Rules.

In all instances, I will be carrying out various company and relevant searches, which may influence the fees I charge.

Typical stages of a notarial transaction

Each notarial matter is different, and the requirements may vary accordingly if the client is an individual or a company. The key stages of notarial service may 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 and powers of attorney).
- checking the identity, capacity and authority of the person who is to sign the document;







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- 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, and
- 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 (ICO). 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 terms please visit my website.

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.

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.







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- 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.

Additional Terms and Conditions

Dr. Abess Taqi ('the notary') will:

- witness my signature and affix his seal of office at his discretion.
- If the notary prepares any documents, he will rely on information I give him. I am responsible for all errors and omissions in the information I give. 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.

I acknowledge that the notary is acting as a witness only and is not providing any legal advice and is not responsible for the legal effect, content, or validity of the document.

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.

The notary 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 notarisation of any of 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

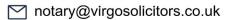






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and settlement amounts (including reasonable legal fees and costs) incurred by the notary arising out of or in connection with any breach by me of the warranties included in paragraph 9 of the data protection privacy notice (DPPN), which can be found at the notary's website.

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.

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