SANGEETA TUTT NOTARY PUBLIC - Terms of Business

Notary Public Service

The service provided by me comprises all permitted notarial activities including, where appropriate, arranging legalisation of documents and sending them to their final destination. The international duty of a Notary involves a high standard of care, 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.

Legal advice

I am not qualified to advise on any law other than the laws of England and Wales. You must rely upon other lawyers representing you as to their use and effect in any foreign jurisdiction. Where I am requested to draft documents upon your instructions, it is your responsibility to ensure that your instructions are in keeping with the requirements of the receiving foreign jurisdiction.

Charges

My professional charges are based upon the time and work involved in each matter, including the number of notarial acts required of me. Payment is due when the documents are signed, which I may retain pending full payment. Where a deposit is paid and work has begun, this will be non-refundable. I can usually give a fixed quotation once I have seen the documents to include disbursements such as legalisation fees, postage fees, translating costs and so on. I do not charge VAT. For more complicated or time-consuming matters my fee will be based on the hourly rate of £250.00, plus disbursements. Payment can be made by card, cash or bank transfer. The fee charged may include time spent on preliminary advice, preparation, all forms of correspondence, arranging legalisation and record keeping.

Other payments

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. In addition to my charges, payments may have to be made to the Foreign, Commonwealth and Development Office, consulates and postal and courier companies. These charges are in addition to my professional charges. If I am unable to complete your work due to incomplete documents or incomplete information provided by yourself including ID and address proof documentation or if there are errors in the documents, there is a minimum fee applicable of £50.00 payable. If I am required to make any amendments to your document a minimum fee of £30.00 will be charged. All such fees mentioned above are payable upon appointment and are non-refundable.

Liability

Where I post documents I am not responsible for their loss, or other direct or indirect losses that you may incur as a result of them going missing or delayed whilst in transit. If a document is therefore lost in the post, you will be responsible for any costs and disbursements incurred in the preparation and completion of any new replacement document required.

Notarial Records and Data Protection

I am required to record work I carry out for you in my notarial register and I will retain a copy of notarised documentation with that record. Copies are retained electronically and in accordance with the Notaries Practice Rules. I am registered with the Information Commissioner's office and these terms are subject to my Data Protection Privacy Notice which can be found at: http://notarypublic-uk.com/privacy.htm Any information I hold and about you will not be passed onto third parties save as required as per the services I provide and as per my privacy notice. My regulator makes occasional inspections of a notaries records and may inspect information that I hold without notice to you, and where authorised by law, copies may be given to police and other competent bodies, authorities or persons.

Additional Witnesses

If your document requires additional witnesses, I will identify them and retain a record. Please note that witnesses arranged by me will not provide you with their personal ID/address documents. If you think this may be required, you must arrange your own witnesses to attend with their ID/address documents.

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.

Correspondence by email/phone

I use e-mail wherever possible. Where you have provided me with an e-mail address, Whatsapp message or text message e.g., by sending an e-mail, Whatsapp/text message, I will assume that I may use that email address/telephone number 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.

Insurance

I am insured under a professional indemnity policy for at least £1,000,000.00.

Complaints and Regulatory Information

1. 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@1thesanctuary.com www.facultyoffice.org.uk

2. If you are dissatisfied about the service you have received please write to me by email or post.

3. If we are unable to resolve the matter you may then refer the matter 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

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If you have any difficulty in making a complaint in writing please do not hesitate to call the Notaries Society/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, PO Box 6167, Slough, SL1 0EH, Tel: 0300 555 0333 email: enquiries@legalombudsman.org.uk, website www.legalombudsman.org.uk

4. 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.

Applicable law

These terms of business and the services that I supply 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 have received these Terms of Business and accept them.

General Service Information

Each notarial matter is different and the requirements and timescales will vary according to whether the client is a private individual or a company and 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:

1. Receiving and reviewing the documents to be notarised together with any instructions you may have received
2. 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.)
3. Checking the identity, capacity and authority of the person who is to sign the document
4. 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 would entail checking with the appropriate academic institutions.
5. 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
6. Drafting and affixing or endorsing a notarial certificate to the document
7. Arranging for the legalisation of the document as appropriate
8. Arranging for the storage of copies of all notarised documents in accordance with the requirements of the Notarial Practice Rules 2019