

FIONA MULLANE

NOTARY PUBLIC

SUITE 209 WOODEND, THE CRESCENT, SCARBOROUGH, YO11 2PW, UK

Tel: + 44 7702 120237

Email: notary@mullanelegal.co.uk

Thank you for your enquiry. I am delighted to be able to assist you with your transaction and would like to take this opportunity to give you a little more information about my practice.

I am a notary public and am the principal of a notarial practice based in England which is authorised and regulated pursuant to the Legal Services Act 2007 by the Master of Faculties through the Faculty Office of the Archbishop of Canterbury. The laws of England and Wales apply to these terms of business and the services which I supply.

TERMS OF BUSINESS

1. MY RESPONSIBILITIES

As a Notary Public, my primary duty is to the transaction, but I also owe a duty to you, as the client, and to any other person or body who may rely on the document (including government bodies and other officials worldwide).

Unless otherwise agreed in writing, my responsibilities are to understand the document(s) and the background to the transaction; verify your understanding of the same and ensure the correct signature of the document(s). My duty does not extend to anything beyond this. If you request me to arrange for the legalisation of your document(s) then I am happy to do this for you but I cannot be held responsible if the documents go missing during the legalisation process and I will not accept liability for the consequences of the documents arriving late at their destination.

2. HOURS OF BUSINESS

My office hours are generally 9:00am – 5:00pm, Monday to Friday (save for public holidays). Appointments outside these hours may be available but this is strictly at my discretion and subject to availability.

3. FEES AND DISBURSEMENTS

My charges are based on the time I spend in dealing with a matter, although I will try to provide you with a fixed fee once I know exactly what is required. My hourly charging rate is £225.00. I charge a minimum fee of £110.00. I am not registered for VAT. Home visits and appointments at unsocial hours will incur an extra charge. Abortive fees may be charged if preparation work has been done and you fail to attend your appointment or withdraw your instructions after work has commenced on your matter.

My bill must be paid on presentation (usually during our meeting) and payment may be made by cash, debit or credit card, cheque or immediate BACS transfer. I reserve the right to retain documents until my bill has been paid in full and to charge interest at 4% above base for late payment.

4. PROOF OF IDENTITY

I am required to verify the identity of all clients, which includes making various background checks on you. To prove your identity, you will need to bring your passport, ID card or photocard driving licence with you to the meeting, together with proof of address in the form of a utility bill or bank statement less than 3 months old.

If I am instructed by a company, I will need to establish the existence and status of the company and also ensure that any signatory to the document has the necessary authority to act. The same applies to partnerships and other business entities.

5. LIMITATION OF LIABILITY

I maintain professional indemnity liability cover, which is at least the minimum level of cover specified by the Master of the Faculties (presently £1,000,000). I limit the level of my liability to you to £1,000,000.

6. FOREIGN LANGUAGE

It is important that you understand the document you are signing, and that I can verify your understanding. Therefore, in cases where I do not have knowledge of the language in which the document has been written, an official translation will be required, for which you will need to pay. Oral interpreters will also be required where you or I cannot understand each other clearly due to language difficulties.

7. COMPLAINTS PROCEDURE

My notarial practice is regulated through the Faculty Office of the Archbishop of Canterbury:
The Faculty Office, 1, The Sanctuary, Westminster, London, SW1 3JT
Tel: 0207 222 5381
Email: Faculty.office@1thesanctuary.com
Website: www.facultyoffice.org.uk

If you are dissatisfied with the notary service you have received then 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. The Notaries Society has a Complaints Procedure which is approved by the Faculty Office. This

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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
P O Box 1023

Ipswich IP1 9XB

Email: secretary@thenotariessociety.org.uk

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 at: Legal Ombudsman, PO Box 6167, Slough, SL1 0EH, Tel: 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 them within one year from the act/omission or within one year from when you should reasonably have known there was cause for complaint.

8. RECORDS

Under my professional rules I am required to keep a formal register of the main details of your transaction, which will be completed on conclusion of the matter.

9. CEASING TO ACT

You may terminate your instructions to me in writing, at any time, but I reserve the right to retain your document(s) until any outstanding charges and expenses have been paid.

In some circumstances I may consider that I ought to stop acting for you.

10. MONEY LAUNDERING AND TERRORIST ACTIVITY

I owe a professional duty of confidentiality to you. However, I may sometimes have other duties and obligations which affect my obligations to you. For example, if I am obliged to disclose to the National Crime Agency any suspicions I may have regarding money laundering or terrorist activities, this duty will override my duty to you.

To ensure that I comply with these duties and obligations you acknowledge and agree that I may make all such enquiries as I deem necessary or appropriate in order to comply with my duty and you will provide me with such documents and information as I may request. Your failure to do so will entitle me to terminate my retainer with you and immediately cease acting for you.

11. DATA PROTECTION AND PRIVACY

I, FIONA MULLANE, notary public, with offices at Suite 209 Woodend, The Crescent, Scarborough, YO11 2PW, UK, am the person responsible for data protection as set out in my Data Protection and Privacy Policy.

Personal data about you is held in connection with the running of my business. The information held is the personal information that you or someone else gives to me and which is required to enable me, as a notary public, to provide my services to you.

Personal data is used only in connection with your instructions to me or for me to comply with statutory obligations or the regulations of my profession.

Personal data is held in my files which are stored at my business premises. Any personal data which is held electronically, such as documents and emails (and accounting information), is stored on my computer in my office or on servers which are situated in the EU.

My files and your personal data are retained for a minimum of 7 years and will be destroyed after that when it is apparent to me that it is no longer required.

Some documents are, by regulation, required to be retained forever and when my practice ceases they will be transferred to another notary. You will not be notified of the transfer, but my regulator will know to whom they have been transferred.

Personal data is processed only to comply with your instructions to me, as a notary public.

I do not share personal data except to the extent that I am required to do so in order to provide my notarial services (for example to get your documents legalised). Your personal data may be seen by persons authorised by my regulator to inspect my records, and by other professionals (such as accountants) to enable me to comply with my statutory obligations.

You have the following rights in respect of data processing (but these are subject to me complying with any statutory or regulatory obligations for me to retain your personal data):

To access the personal data held by me and to have any errors rectified.

To have all personal data removed from my records.

To restrict me processing your personal data and to object to me processing your personal data.

You have the right to complain to the UK Information Commissioner's Office, Wycliffe House, Water Lane, Wilmslow, SK9 5AF.