HLR Notary Limited
NOTARY PUBLIC

VISITING A NOTARY PUBLIC AND MY TERMS OF BUSINESS

Hollie Lauren Redman is an independent Notary Public practising in England and Wales under the name 'HLR Notary'. HLR Notary is the trading name of HLR Notary Limited, CRN: 14431310 with registered office at Reydon Cottage, Chestnut Walk, Tangmere, West Sussex PO20 2HH.

These terms apply to all notarial services undertaken by Hollie Redman, Hollie Lauren Redman, HLR Notary and HLR Notary Limited.

1. Why a notary? It is almost always the case that you have been asked to see a notary because you have a document that needs to be used abroad. Seeing a notary is never a mere rubber-stamping exercise. The international duty of a Notary involves a high standard of care. This is 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. Great care is essential at every stage to minimise the risks of errors, omissions, alterations, fraud, forgery, money laundering, the use of false identity, and so on.

I offer appointments during business hours and occasionally outside of business hours. I am also prepared to make home visits or visit corporate clients at their place of business. If the notarial appointments take place outside of my office I will make an additional charge to cover travelling time and expenses. Occasionally I may not be able to see you within the timeframe you require, or I may decide that I am not able to act for you in which case I will advise you that that is the case and will provide you with the necessary information to locate an alternative notary.

***2. Signatures*:** The Notary should normally witness your signature. Please do not sign the document in advance of your appointment with me.

3. *Papers to be sent to me in advance*: It will save time, expense and mistakes if, as long before the appointment as possible, you can let me have the originals or photocopies of:

- The documents to be notarised;
- Any letter or other form of instruction which you have received about what has to be done with the documents;
- Your evidence of identification.

4. *Identification*: I will need you to produce by way of formal identification [1]the original of (in preferred order):
- Your current passport (or, if not available);
- A current new driving licence (with photo) or national identity card

If neither of the above are available, at least **two** of the following
- A current government or police issue certificate bearing a photo or other formal means of identification;
- 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;

You must also bring any other means of ID which may be referred to in the papers sent to you as being required such as a foreign Identity Card. I may also ask to see further evidence of identity such as marriage certificates etc and will advise you of this if necessary.

5. *Proof of names*: In a case where the name on the document is different from the name you are currently using, or there has been a variation in the form of spelling of the name over the years, please provide me as appropriate with Certificates of Birth, Marriage or Divorce Decree or Change of Name Deed showing all the different names that you use. If there has been a change of name, then I will need to see a copy of the Deed Poll or Statutory Declaration which dealt with it.

6. *Advice on the document*: If you bring a document to me for authorisation as a Notary, I will advise you as to the formalities required for completing it. However, I will not be attempting to advise you about the transaction itself.

7. *Written Translations*: It is essential that **you understand what you are signing**.
- If the document is in a foreign language which you do not understand sufficiently, I may have to insist that a translation be obtained. If I arrange for a translation, a further fee will be payable and I will provide you with details of this.

- If you arrange for a professional translation, the translator should add his/her name, address, relevant qualification, and a certificate stating: **"Document X is a true and complete translation of document Y, to which this translation is attached."**

8. ***Oral Interpreter*****:** If you and I cannot understand each other because of a language difficulty, we may have to make arrangements for a competent interpreter to be available at our interview and this may involve a further fee.

9. ***Companies, Partnerships etc*****:** 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. Please be prepared for these and telephone with any point of difficulty before attending on the appointment.

In each case:

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.

Additionally, companies**: Certificate of Incorporation and of any Change of Name, a copy of the Memorandum and Articles of Association, Details of Directors and Secretaries. In all instances I will be carrying out various company searches, which may have an effect on the level of fees charged.**

Additionally, partnerships, clubs, etc: **A Partnership Agreement; or relevant Trust Deed; or Charter; or Constitution/ Rules.**

10. ***Notarial charges and expenses:*** Details of my charges are set out in the document entitled 'Fees'. Please note that if I have to make payments on your behalf such as legalisation fees, translator or interpreter fees, or other costs such as travelling expenses, your approval to these will be obtained and you are normally required to make payment in advance of any such amounts.

11. ***Typical Stages of a notarial transaction:*** Each notarial matter is different and the requirements and timescales will vary greatly according to whether the client is a private individual or a company and in particular 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:

- 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, powers of attorney etc)
- Checking the identity, capacity and authority of the person who is to sign the document
- 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.
- 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
- Arranging for the storage of copies of all notarised documents in accordance with the requirements of the Notarial Practice Rules 2019

12. ***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 a registered with the Information Commissioner's Office. 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 our professional legal responsibilities as Notaries Public. For full details of my Privacy Notice please see the document entitled 'Privacy Notice'.

13. ***Insurance*****:** In the interests of my clients I maintain professional indemnity insurance at a level of at least £1,000,000.00 per claim.

14. ***Termination/ Your Right to Cancel:*** 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"):
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 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 continue to give me instructions, whichever is earlier.
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.

If you ask us to begin work during the cancellation period, you can still cancel but you must pay me an amount in proportion to the work which I have performed and this proportion will not be reimbursed to you.

15. ***Termination by me:*** I reserve the right to terminate my engagement by 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 you fail to give me the co-operation which I am reasonably entitled to expect.

16. ***Complaints*****:** 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
Website www.facultyoffice.org.uk

If you are dissatisfied about the service you have received please do not hesitate to contact me.

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.

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 876
Chichester PO19 9ZH
Email secretary@thenotariessociety.org.uk

If you have any difficulty in making a complaint in writing please do not hesitate to contact 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 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
P O 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 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.

17. ***Data Protection:***

a. HLR Notary operates its notarial activities and the processing of client's personal data in accordance with Notarial Practice Rules issued by the Faculty Office, the Data Protection Act 1998 and GDPR.
b. Client Information (including Notarial Register, personal and corporate ID, and copies of notarial acts performed) are stored electronically.
c. Your records and copy documentation will be retained for a minimum of 6 years, and we maintain a notarial register permanently. We will store your file and paperwork for such a time as we judge reasonable and appropriate having regard to applicable law and regulation, after which time we are at liberty to destroy it permanently.
d. We will communicate with clients by telephone, email and occasionally text or Facetime. We will not encrypt our outgoing communications to clients unless instructed to do so, and then on condition that we find a mutually acceptable encryption method, which is not cost disproportionate for HLR Notary.
e. For notarial practice purposes (performance of notarial acts, legalisation and document coordination, billing and administration, compliance with our professional rules and regulations of the regulator) and in order for clients to receive communication from HLR Notary (ie. updates on notarial practice, FCDO and embassy arrangements, relevant information and services of HLR Notary to support the international development, business growth and activities of the client), we retain the contact information of our notarial connections, which may include personal data, please see our Privacy Notice.

18. ***Use of Technology, Devices and Artificial Intelligence:***

a. 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.
b. 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.

I hope that these notes are of help to you in understanding what is expected of each of us.