

Dawn Searles Notary

Basepoint
Andersons Road
Southampton
Hampshire
SO14 5FE
T: 07999 505056
E: dawn@dsnotary.co.uk

Terms and Conditions

Business

The business of **DAWN SEARLES** of Basepoint, Andersons Road, Southampton, Hampshire, SO14 5FE, UK a notary public trading as **DAWN SEARLES NOTARY** (“I”, “me”, “my”).

The business is regulated by the Faculty Office of the Archbishop of Canterbury. The codes of conduct applicable to the notarial profession can be found at www.facultyoffice.org.uk.

Clients

References to “you” in these terms of business mean any person, business or organisation that instructs me to provide professional services.

I will:

- keep you informed of progress made on your matter;
- advise you of delays and, where possible, explain why such a delay is occurring; and
- advise you where it becomes necessary to change the basis on which my fees are payable or calculated.

You should:

- provide me with written instructions wherever possible;
- provide me with full and accurate information regarding your affairs; and
- inform me if there is any significant change in your situation.

Notarisation & identification

A primary function of a notary is to identify the client. In the case of private clients, I require proof of residential address. I will therefore ask you to produce personal documentation that can include (at least two):-

- a passport
- national identity card
- photocard driving licence
- marriage certificate or divorce judgment
- a recent gas, electricity or other bill or bank statement (for proof of address)

I may also need to establish that your company or organisation exists and that the signatory has authority to represent it. In the case of companies or organisations based in the United Kingdom, I will generally conduct my own checks. In some cases (particularly for companies or organisations established overseas) I may ask you to produce certain documents. These might include a certificate of incorporation, good standing certificate and other similar evidence. If I have to certify the signatory’s authority to represent a company or organisation, additional documentation will be requested, such as:-

- constitutional documents (e.g. memorandum and articles of association)
- a power of attorney
- board resolutions
- authorised signatory book (in the case of banks)
- extract from a commercial register (generally for foreign companies)

I will be happy to advise exactly what will be required in any particular case.

Notaries are affected by UK legislation enacted to prevent terrorism and combat organised crime and money-laundering. This legislation requires notaries and other lawyers to report suspicious transactions to law enforcement agencies. A notary who knows or suspects or has "reasonable grounds" for suspecting that a person may be committing an offence under the legislation must make a disclosure as soon as is practicable to the appropriate law enforcement agency.

For this reason there are checks which notaries may have to make of their clients which, in many cases, go beyond the identification standards which notaries have traditionally applied. Being asked for additional identification does not mean you are under suspicion. The new identification requirements apply to all clients when they are asking notaries to authenticate documents or undertake certain other types of work.

A notary is entitled to refuse to act (or issue a restricted certification) if he or she has any doubt as to the facts or law.

Legalisation

If a document is notarised in the United Kingdom and is intended for use in another country, there may be a further formality of recognition. The procedure is generally described as "legalisation" although it is sometimes referred to as "consularisation".

Countries which have accepted the international convention on legalisation ("the Hague Convention" of 1961) have abolished the requirement for consular legalisation. It is replaced by a single certification - known as an "apostille".

An apostille is currently issued in the United Kingdom by the Foreign Commonwealth & Development Office. I can arrange (via third party legalisation agents) legalisation for my clients.

Some countries require notarial documents to be legalised by their own authorities, and the document must in these circumstances be presented to the consulate or other diplomatic representation of the country where the document is to be used. Depending on the country I can arrange (via third party legalisation agents) for legalisation at the consulates and diplomatic missions in London.

Diplomatic missions and government departments are indifferent to commercial pressures and clients may have cause to complain about the treatment of their documentation, which can include loss, delay or refusal. Although I make all reasonable effort to carry out my instructions, I cannot accept liability for the actions (or the lack of action) of such bodies.

Dispatch of documents - passing of risk

At your request I/ my legalisation agent will dispatch documents on your behalf. Such documents are at your risk after I/ my legalisation agent has delivered them to the postal service or carrier. However, this does not affect any liability of the postal service or carrier to you in respect of the documents.

Any time scales for the delivery or processing of documents is not guaranteed and is subject to delays which may be outside of my control or that of any third party.

Fees

Fees are calculated using a scale which is reviewed from time to time. On request, I can provide you with a fixed price for certain work. However, I reserve the right to make additional charges if I am required to carry out additional work or if the matter proves to be unusually difficult.

Costs such as legalisation agents fees, consular fees, bank charges or major photocopying/ scanning or postage costs will be passed on to you.

My terms for payment of all invoices rendered are that they be settled upon delivery. Should settlement not be forthcoming, I reserve the right to charge interest at 4% above base rate on all sums outstanding.

Insurance

I maintain professional indemnity insurance at a level of £1,000,000.00 any one claim.

Except only to the extent that the law does not permit exclusion or limitation of liability and as detailed below, my total liability in connection with or arising directly or indirectly from any matter is limited to an aggregate of £1 million. This limit covers all claims of any sort whatsoever whether arising in contract, negligence or otherwise and all losses or damages including interest, costs and expenses.

All liability arising out of legal actions instituted within the jurisdiction of the United States of America and/or Canada is excluded.

Services provided off premises

The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 ("the Regulations") give particular rights to consumers who enter into "off-premises contracts" with businesses.

The following terms will therefore apply if you wish to instruct me to provide services at your home or private address and you have done so for purposes that are wholly or mainly outside your trade, business, craft or profession.

You acknowledge that the Regulations do not apply to your contract with me to the extent it relates to the creation of immovable property or of rights in immovable property.

To the extent that the Regulations do apply to your contract with me, you are entitled to cancel without any reason or liability if you do so within 14 days of giving your instructions.

However, in my experience I find that clients do not want me to delay acting on their instructions. By accepting my terms of business you therefore request me to act on your instructions immediately. You instruct me to begin work and provide the services requested before the end of any cancellation period that may exist in law. You agree to waive the right given in the Regulations to cancel without liability. However, you still retain your right to cancel your instructions at any time. If you decide to do this you should do so in writing. You agree to be liable for my fees for any work that I have already carried out on your behalf.

You agree that the information given here and your instructions to start work constitute confirmation of your contract with me. You accept that the information contained in these terms of business has been addressed to you personally. You also agree that the information has been provided in a durable medium which enables you to store the details in a way that is accessible for future reference.

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.

Confidentiality

Notaries are under a professional obligation to keep the affairs of the client confidential. We are however subject to a number of legal and regulatory requirements and may have to disclose information to certain authorities or bodies eg: The Faculty Office, our accountants and HM Revenue and Customs have power to inspect our books and records. We will also need to disclose information to our third party legalisation agents where we are dealing with legalisation on your behalf for the proper conduct of your matter.

Data Protection

I am required by my professional rules to maintain records of the work I do. At the end of the matter the main details of the documents notarised are recorded and a copy retained of the notarised document and details of or a copy of the proof of identity of the persons involved which has been produced to me. All records are

held in electronic format and some documentation (where appropriate) will be retained in hard copy format. Please see my Data Protection Privacy Notice.

Foreign Law

Notaries are primarily concerned with the authentication and certification of signatures, authority and capacity of the signatory relating to documents for use abroad. I do not advise on foreign law or foreign procedure and you will need to rely upon your foreign lawyer's advice or the recipient abroad in respect of the documentation you require to deal with your matter.

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 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 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.

Applicable law and jurisdiction

The contractual relationship between you and us shall be governed by English law. In the event of any dispute you agree that the courts of England and Wales shall have sole jurisdiction.

02 April 2026