

VINAY TANNA
NOTARY
PUBLIC

4 Church Street
Old Isleworth
London
TW7 6BH

VISITING A NOTARY AND TERMS OF BUSINESS

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 in exceptional circumstances (additional fees will apply). 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. Vinay Tanna Notary Public are a trading name.
3. **Signatures:** The Notary should normally witness your signature. Please do not sign the document in advance of your appointment with me.
4. **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.
5. **Identification:** You must bring with you an original photo ID like a passport or driving licence and proof of address which also must be an original such as a utility bill or Council tax bill. A print copy will not be sufficient. If you bring the wrong documents, this will delay your work.
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 below. 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.

Charges: If the matter is simple I will endeavour to charge a fixed fee to include disbursements such as legalisation fees, postage, consular agent fees, courier fees, travelling expenses, translating costs and so on. VAT is payable on my fees. For more complicated or time-consuming matters, the fee will be based on my hourly rate of £200 subject to a minimum fee of £85 plus disbursements. The fee charged may include time spent on preliminary advice, drafting and preparation time, making and receiving telephone calls, correspondence written and received in all formats, arranging legalisation and record keeping.

Disbursements: Some documents require legalisation before they will be accepted for use in the receiving jurisdiction by obtaining an apostille through the UK Foreign and Commonwealth Office and, for some countries, additional legalisation is required through the relevant embassy or consulate. If required the cost of legalisation in this matter, including agent’s fees and postage to and from the legalising authority, is £210 (one day service). The cost of posting the documents to you/another person by signed for post/international tracked and signed for post/courier will be £60.

Travelling fees will be charged at £100 per hour plus VAT

Payment can be made by Bank Transfer. Payment of my fee and disbursements is due when the document has been prepared which I may retain pending payment in full.

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.

11. **Typical Stages of a notarial transaction:** Each notarial matter is different and the requirements will vary according to whether the client is a private individual or a company. 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
 - Time scales can vary particularly if you are seeking an apostille or consular legalisation. At the moment there is a long delay to deal with an Apostille (standard service) up to 2 weeks unless you opt for the premium one day service.
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 POLICY and data processing terms see below.
13. **Insurance:** In the interests of my clients I maintain professional indemnity insurance at a level of at least £1,000,000 per claim. My insurance does not cover me for claims from USA and Canada.
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



Old Church Chambers
23 Sandhill Road
St James

Northampton. NN5 5LH

Email secretary@thenotariessociety.org.uk

Tel : 01604 758908

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 6 months 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 6806

Wolverhampton WV1 9WJ

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 six months of receiving a final response to your complaint and
- Six years from the date of act/omission; or
- Three years from when you should reasonably have known there was cause for complaint (only if the act or omission took place more than six years ago)

The act or omission, or when you should have reasonably known there was cause for complaint, must have been after 5th October 2010.

*certain kinds of commercial entities are not eligible to make a complaint to the Legal Ombudsman – please refer to the Legal Ombudsman Scheme Rules or consult the Faculty Office.

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



DATA PROTECTION POLICY

INTRODUCTION

This Policy (“**Policy**”) sets out the Data Protection Principles which I Vinay Tanna (“**Notary**”) commit to comply with when processing personal data in the course of my business as notary public (“**Business**”). Please note Vinay Tanna Notary Public is a trading name only

The Business has notified its data processing activities to the Information Commissioner’s Office under registration number: CSN6791851

The Appendix contains a Glossary of the defined terms in this Policy.

COMPLIANCE WITH THIS POLICY

The Business will ensure the protection of personal data in accordance with this Policy by the Notary, all Personnel and Suppliers.

A breach of data protection laws by the Notary, any Personnel or Supplier could result not only in monetary penalties awarded against the Business but also negative publicity which could affect the Business as well as the entire notaries’ profession.

THE DATA PROTECTION PRINCIPLES

The Business shall comply with the following Data Protection Principles when processing personal data.

- 1. Fairness and Transparency:** The Business must process personal data fairly and provide individuals with information about how and why their personal data is processed.

The Business must provide a privacy notice to each client, Personnel and Supplier to inform them of:

- the identity of the Business as Controller;
- the purposes for which their personal data are processed;
- the legal basis for processing;
- any legitimate interests pursued by the Business or a third party, if applicable;
- the recipients or categories of recipients of the personal data, if any;
- where applicable, the fact that the Business intends to transfer personal data to a third country or international organisation and the existence or absence of an adequacy decision by the relevant authority, or reference to the appropriate or suitable safeguards and the means by which to obtain a copy of them or where they have been made available;
- the period for which the personal data will be stored, or if that is not possible, the criteria used to determine that period;
- the existence of the right to request from the Controller access to and rectification or erasure of personal data or restriction of processing concerning the data subject or to object to processing as well as the right to data portability;
- the existence of the right to withdraw consent at any time, if applicable;



- the right to lodge a complaint with a supervisory authority;
- whether the provision of personal data is a statutory or contractual requirement, or a requirement necessary to enter into a contract, as well as whether the data subject is obliged to provide the personal data and of the possible consequences of failure to provide such data; and
- the existence of Automated Decisions, including profiling, and, at least in those cases, meaningful information about the logic involved, as well as the significance and the envisaged consequences of such processing for the data subject.

For example, such privacy notice should be included in each client engagement letter or service agreement. If no engagement letter is issued, the privacy notice can be made available on the Business website or in other appropriate and easily accessible form. If the notice is published on the website, a conspicuous link to the website or privacy notice should be included in the Business email footer or other Notary stationery to bring the notice to the data subjects' attention.

Where a client provides personal data of third party data subjects to the Business, no notice will have to be provided to those third party data subjects by the Business if such information must remain confidential subject to an obligation of professional secrecy. To the extent that no such obligation of professional secrecy applies, the Business should place a contractual obligation on each client and Supplier to ensure that such notice is provided to those third party data subjects on behalf of the Business.

2. Lawful Processing: The Business must only process personal data, including special category personal data, lawfully where it has a valid basis for the processing.

Generally, personal data must not be processed without a legal ground. In the context of the Business, personal data are typically processed on the basis that:

- processing is necessary for the performance of a contract (e.g. engagement letter) to which the data subject (e.g. the client) is party or in order to take steps at the request of the data subject prior to entering into a contract;
- processing is necessary for the legitimate interests pursued by a client or the Business, except where such interests are overridden by the interests or fundamental rights and freedoms of the data subject. This ground may apply to the processing of the personal data of any third party data subjects whose personal data are provided by the client;
- a legal obligation to which the Business is subject and where compliance with such obligation necessitates the processing of personal data by the Business;
- the data subject consents, where such consent is procured from the client; and
- other legal grounds such as protecting the vital interests of the data subject or processing of personal data in the public interest.

3. Purpose Limitation: The Business must only collect personal data for a specific, explicit and legitimate purpose. Any subsequent processing should be compatible with that purpose, unless the Business has obtained the individual's consent or the processing is otherwise permitted by law.

The Business will typically process:

- the personal data of its clients as required for the purposes of providing its professional services and the administration of its client relationship;
- the personal data of its Personnel as required for the administration of Personnel, if applicable;
- the personal data of its Suppliers as required for the administration of its Supplier relationships, if applicable; and
- the personal data of its clients, Personnel and Suppliers as is necessary in order to comply with its legal obligations.

The Business will generally not carry out any unsolicited electronic marketing, but to the extent it does, it will have to comply with the law.



4. **Data Minimisation:** The Business must only process personal data that is adequate, relevant and limited to what is necessary for the purpose for which it was collected.

The Business should place a contractual obligation on each client to ensure that only the minimum necessary personal data is provided in connection with the professional services sought.

Where a client provides personal data that appears excessive in connection with the professional services sought, the Business will return such personal data to the client and request that only necessary personal data is provided.

5. **Data Accuracy:** The Business must take reasonable steps to ensure personal data is accurate, complete, and kept up-to-date.

The Business should place a contractual obligation on each client to ensure that any personal data provided in connection with the professional services sought is accurate, complete and up to date.

The Business will endeavour to keep an accurate record of personal data in relation to its clients and Personnel.

6. **Individual Rights:** The Business must allow individuals to exercise their rights in relation to their personal data, including their rights of access, erasure, rectification, portability and objection.

The Business will ensure that all Individual Rights Requests are correctly identified and appropriately responded to, subject to any applicable exemptions.

7. **Storage Limitation:** The Business must only keep personal data for as long as it is needed for the purpose for which it was collected or for a further permitted purpose.

The Business will keep all records as long as required by applicable law or as may be necessary having regard to custom, practice or the nature of the documents concerned. For example, the Notaries Practice Rules 2014 require that that notarial acts in the public form shall be preserved permanently. Records of acts not in public form shall be preserved for a minimum period of 12 years.

Save for personal data included in records which must kept for a prescribed period or preserved permanently in compliance with any legal obligations to which the Business is subject, such as the obligation explained above, personal data shall be kept for no longer than necessary for the relevant purpose. For example, any Personnel records should be kept for no longer than 12 months following the termination of employment or contract, unless a longer retention is required under applicable law.

8. **Data Security:** The Business must use appropriate security measures to protect personal data, including where third parties are processing personal data on our behalf.

The Business will adopt the following security measures:

Physical security measures

- ensure physical security of premises, e.g. locked office;
- keep documents in locked cabinets;
- reduce access privileges to only those needed;
- grant access to only such Personnel who need to have access in connection with their duties;
- dispose of documents using a confidential bin or through a cross cut shredder; and
- other appropriate physical security measures.

Organisational security measures

- vet Personnel and Suppliers on a continuing basis;
- implement non-disclosure agreements prior to entering into formalised agreements;



- provide training to Personnel where appropriate;
- implement a strict ban on the use of personal email for work purposes; and
- other appropriate organisational security measures.

Technical security measures

- firewalls which are properly configured and using the latest software;
- regular patch management and OS updates;
- real-time protection anti-virus, anti-malware and anti-spyware software;
- user access control management by, for example, the UAC functionality in Windows, adopting principle of least privileges;
- unique passwords of sufficient complexity and regular (but not too frequent) expiry;
- encryption of all portable devices ensuring appropriate protection of the key;
- data backup; and
- other appropriate technical security measures.

The Business will comply with *Policy: Appointing Suppliers*.

9. **Accountability:** I must take steps to comply with, and be able to demonstrate compliance, with the Data Protection Principles.

The Business will implement appropriate governance processes as set out in this Policy.

GOVERNANCE PROCESSES

In order to ensure that the Data Protection Principles are implemented the Business shall adopt the following governance processes.

A. Documented Policies

In order to ensure compliance with Data Protection Principle 9 (Accountability), the Business shall comply with this Policy and implement such other data protection policies and establish internal governance processes from time to time as may be required in order to operate the Business in compliance with data protection laws.

B. Assurance

The Business will ensure, by way of training or otherwise, that Personnel carry out their tasks in a way that will ensure compliance with data protection laws. Each member of Personnel and each Supplier shall have access to this Policy and it shall have an obligation to comply with it.

Each Supplier will have to comply with data protection obligations in accordance with its service agreement including, where appropriate, a data processing agreement.

The Business shall periodically review this Policy and other policies to ensure that they continue to comply with the relevant legal requirements.

C. Advice

Where necessary the Business shall seek advice in order to ensure that its processes comply with data protection laws.

D. Third Parties

The Business shall comply with *Policy: Appointing Suppliers* in relation to appointing any third party contractor or supplier who will process personal data on behalf of the Business.

E. Data Protection Impact Assessments



The Business shall implement a process so that any processing which is likely to result in a high risk to the rights and freedoms of individuals is subject to a documented Data Protection Impact Assessment (**DPIA**), to assess the risks associated with the proposed processing and identify any safeguards which should be put in place to mitigate those risks. The Business shall maintain a record of each DPIA.

F. Record-keeping

The Business will implement a process to maintain an up-to-date documented record of its processing activities by way of adding relevant information in the Notary register or by other appropriate means. This record should include a general description of the following:

Record keeping requirements	Suggested record
<ul style="list-style-type: none"> The purpose of the processing. 	<ul style="list-style-type: none"> Typically, in relation to Business transactions this will include processing to deliver client services;
<ul style="list-style-type: none"> The categories of personal data and individuals to whom the data relates. 	<ul style="list-style-type: none"> a variety of mostly legal documents with copies of identity information relating to clients;
<ul style="list-style-type: none"> The categories of recipients (if any), including both Controllers and Processors, and any transfers outside the UK to countries which may not have adequate data protection laws with an indication of how such transfer is contractually controlled. 	<ul style="list-style-type: none"> either the client or a third party to whom the client wished the documents to be sent after processing and such parties may often be located outside the UK;
<ul style="list-style-type: none"> Where possible, the envisaged retention period for the personal data. 	<ul style="list-style-type: none"> records will be retained in accordance with the Notaries Practice Rules; and
<ul style="list-style-type: none"> Where possible, a general description of the technical and organisational security measures in place. 	<ul style="list-style-type: none"> the measures in place as set out at paragraph 8 above.

Although it is envisaged that the Business will act as Controller in most cases, where the Business processes personal data on behalf of another person the Business will make sure to maintain a record of its activities as a Processor and/or Controller. This record should include a general description of the following:

- The identity of the Business and contact details.
- The categories of processing carried out on behalf of the third party.
- Any transfers outside the UK.
- Where possible, a general description of the technical and organisational security measures in place.

G. Privacy By Design

When implementing a new processing activity, tool or functionality involved in the processing of personal data, the Business will ensure, by contractual means or otherwise, that such activity, tool or functionality is designed and built in a way that allows me to comply with the Data Protection Principles.

H. Complaint handling

The Business shall implement a process to receive and handle enquiries and complaints from individuals and the supervisory authorities concerning the processing of personal data.

The Business shall ensure that all enquiries and complaints are dealt with in a timely manner, in compliance with any applicable statutory deadlines.

Last updated August 2021



APPENDIX: GLOSSARY

anonymous data	Data which does not relate to an identified or identifiable individual, or personal data which has been rendered <u>permanently</u> anonymous in such a way that the individual is no longer identifiable (even if the data was combined with other data held by the Business Company).
Automated Decision	A decision which produces legal effects, or similarly significantly affects an individual, and which is based solely on the automated processing (including profiling) of their personal data.
Business	The business of providing notarial services.
Controller data	A party which determines the purposes and means of the data processing.
data subject	Any information which is recorded electronically or, where recorded in a manual format (e.g. on paper), is organised by reference to an individual.
Individual Rights Request	The individual to whom the personal data relates.
personal data	A request from a data subject in respect of their personal data, e.g. to access, erase, or rectify their personal data, or object to its processing.
Personnel	Any data relating to an identified or identifiable natural person. This can include (but is not limited to) names, addresses, email addresses, positions held, photographs, job applications, personnel files, occupational health records, opinions, and correspondence to and from an individual.
processing	All employees of the Business at all levels, including, directors, officers, agency workers, seconded workers, volunteers, interns, agents, contractors and external consultants.
Processor	Any operation performed on personal data, such as collection, recording, storage, retrieval, use, combining it with other data, transmission, disclosure or deletion.
pseudonymised data	A party processing personal data on behalf of a controller, under the controller's instructions.
Sensitive or special categories personal data	Personal data which can only be attributed to a specific individual by combining it with additional information (such as a key or other identifier), where the additional information is kept technically and logically separate from the pseudonymised data to avoid the individual being identified. Pseudonymised data remains personal data.
Supplier	Personal data revealing a person's racial or ethnic origin, political opinions, religious or philosophical beliefs, or trade union membership; biometric (e.g. fingerprints or facial recognition) or genetic information; or information about a person's health, sex life or sexual orientation, or relating to criminal convictions or offences (including allegations).
	Any external vendor, supplier, consultant or similar third party engaged to provide services to the Business.

