VINAY TANNA
NOTARY
PUBLIC

TERMS OF BUSINESS & DATA PROTECTION POLICY

PART I Visiting a Notary. Terms of Business

Why You May Need to Use 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, not only towards the client but also towards anyone who may rely on the document and to Governments or officials of other countries.

These parties are entitled to assume that a Notary will ensure full compliance with the relevant requirements, both in England 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.

> **TRADING NAME**
>
> Vinay Tanna Notary Public is a trading name. Please note that bank account payments are made in the name of **VINAY M TANNA**.

1 Appointments & Attendance

I offer appointments during business hours and occasionally outside business hours in exceptional circumstances (additional fees will apply). Appointments are available at the following locations, by prior arrangement.

MAIN OFFICE
Garner & Hancock
Solicitors & Notaries
8 Church Street
Isleworth
London TW7 6XB

ELSTREE & BOREHAMWOOD
Village Hotel
By appointment
Elstree, WD6

STANMORE
Home Office
By appointment
Stanmore, HA7

HAMPTON
Garner & Hancock
Solicitors & Notaries
56 Ashley Road
Hampton
TW12 2HU

I am also prepared to make home visits or visit corporate clients at their place of business. If the notarial appointment takes place outside 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 accordingly and provide you with the necessary information to locate an alternative notary.

2 Signatures

IMPORTANT. DO NOT SIGN IN ADVANCE

The Notary should normally witness your signature. Please do **NOT** sign the document before your appointment with me.

Electronic Signatures. Electronic signatures are not universally accepted for documents intended for use abroad. Their acceptability depends entirely upon the law and practice of the receiving jurisdiction. Unless I have expressly confirmed in writing that an electronic signature is acceptable for your specific document and jurisdiction, you should assume that a wet ink (handwritten) signature will be required. Please contact me in advance if there is any possibility that a signature has been, or is intended to be, applied electronically. I accept no responsibility for rejection of a document by a foreign authority where you have not obtained my prior written confirmation that the signature method is acceptable. Where an electronic signature is acceptable, I accept it only where the document is signed through DocuSign or Adobe in my presence after you have produced your original identification. I do not accept electronic signatures applied remotely and out of my sight.

3 Papers to be Sent in Advance

It will save time, expense, and the risk of errors if, as far in advance of the appointment as possible, you can let me have the originals or photocopies of the following.

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

4 Identification

You must bring with you an original photo ID (such as a passport or driving licence) and an original proof of address (such as a utility bill or Council Tax bill). A printed copy will not be sufficient.

PRINTED COPIES OF PROOF OF ADDRESS

If you are unable to provide an original physical document as proof of address, you may instead show a current digital statement or document on your bank's official app or online portal at the time of your appointment. The document must be clearly legible and dated within the past three months. Printed or photocopied documents shown offline will not be accepted.

INCORRECT DOCUMENTS WILL CAUSE DELAY

Please ensure you bring the correct identification documents before attending your appointment. Bringing incorrect or expired documents will delay completion of your matter.

ANTI MONEY LAUNDERING AND SANCTIONS CHECKS

My notarial practice is supervised for anti money laundering purposes by the Faculty Office of the Archbishop of Canterbury. I verify the identity of every person who appears before me and keep a record of how I did so, as the Notaries Practice Rules 2019 require. Where my work falls within the Money Laundering Regulations I will also carry out client due diligence, which may include enquiries about the source of funds, about beneficial ownership and about whether you, a family member or a close associate hold a prominent public function. I check every client against the UK Sanctions List before acting. I may be required by law to make a report to the National Crime Agency or to the Office of Financial Sanctions Implementation and, if I do, the law prevents me from telling you.

5 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 advising you about the underlying transaction itself.

6 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 their name, address, relevant qualification, and a certificate in the following form.

REQUIRED TRANSLATOR'S CERTIFICATE WORDING

"Document X is a true and complete translation of document Y, to which this translation is attached."

7 Oral Interpreter

If you and I cannot understand each other due to a language difficulty, we may have to arrange for a competent interpreter to be available at our interview. This may involve a further fee.

8 Companies, Partnerships & Other Entities

If a document is to be signed by you on behalf of a company, partnership, charity, club, or other incorporated body, there are further requirements on which I may have to insist. Please be prepared for these and telephone me about any point of difficulty before attending your appointment.

In each case, please bring the following.

- Evidence of identity of the authorised signatory (as set out above)
- A copy of the current letterhead (showing the registered office, if it is a company)
- A Letter of Authority, Minute, Resolution, or Power of Attorney authorising you to sign the document

Additionally, for 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 carry out various company searches, which may affect the level of fees charged.

Additionally, for partnerships, clubs and similar bodies. A Partnership Agreement; or relevant Trust Deed; or Charter; or Constitution and Rules.

9 Notarial Charges & Expenses

Please note that if I have to make payments on your behalf (such as legalisation fees, translator or interpreter fees, or travelling expenses), your approval will be obtained and you will normally be required to make payment in advance.

FEE TYPE	RATE / AMOUNT	NOTES
Simple or fixed fee matters	**Fixed fee**	Includes disbursements such as legalisation fees, postage, consular agent fees, courier fees, travelling expenses, and translating costs. VAT is payable.
Complex or time consuming matters	**£350/hr** minimum fee £50	Includes preliminary advice, drafting, preparation, telephone calls, correspondence, arranging legalisation, and record keeping. Plus disbursements. VAT payable.
Apostille, three day service	**£120**	Includes agent's fees and postage to and from the legalising authority. Please note timescales may vary depending on the FCDO and postal conditions at the time.
Apostille, one working day	**£250**	One working day premium service. Documents are sent to you by courier upon completion.
Posting / Courier (DHL)	**£60 to £120**	We use DHL only. Fee varies from £60 to £120 depending on destination and urgency.
Travelling fees	**£100/hr**	Plus VAT. Charged for appointments outside my office.
Consular legalisation	**Quote on request**	Some receiving jurisdictions require further legalisation of your document through the relevant consular services in addition to an apostille. Please contact me for a tailored quote in respect of any such additional legalisation.

PAYMENT

Payment may be made by bank transfer. Payment of my fee and disbursements is due when the document has been prepared. I may retain documents pending payment in full. I accept cash in payment of my fees up to a maximum of £500. I do not accept payment by debit or credit card, and I do not accept cryptoassets.

IMPORTANT NOTICE. LEGALISATION AT THE INDIAN HIGH COMMISSION

If your document requires further legalisation through the Indian High Commission in London, please be aware that the High Commission's requirements, procedures, and fees are subject to change at short notice and without prior announcement. As a result, any estimate I provide for this service must be regarded as indicative only. Additional costs may arise if the High Commission imposes new or amended requirements at the time your document is submitted. I will endeavour to keep you informed of any such changes as soon as they come to my attention, but I cannot accept liability for increased charges or delays that arise from requirements imposed by the High Commission after my original estimate was given.

Occasionally, unforeseen or unusual issues may arise during a matter that result in a revision of my fee estimate. Examples include where additional documents require notarisation, additional translations or legalisations are needed to meet the requirements of the receiving jurisdiction, or third party fees are adjusted to reflect external factors such as fuel price changes. I will notify you of any changes to the fee estimate as soon as possible.

10 Lien & Interest on Unpaid Fees

a. I am entitled to retain all documents and papers belonging to you or to any third party which come into my possession in the course of acting for you until all outstanding fees, disbursements, and interest have been paid in full. This right of lien applies whether or not the documents relate to the specific matter in respect of which the outstanding amounts are owed.

b. If any invoice rendered by me remains unpaid after 14 days from the date of the invoice, I reserve the right to charge interest on the outstanding amount at a rate of 8% per annum above the Bank of England base rate, accruing on a daily basis from the due date until the date of actual payment, whether before or after any judgment.

c. Where a client has failed to pay any outstanding invoice, I reserve the right to decline to release any completed notarial act, apostille, or legalised document until payment has been received in full.

11 Typical Stages of a Notarial Transaction

Each notarial matter is different and requirements will vary according to whether the client is a private individual or a company. Typical key stages are likely to include the following.

1 **Document Review**
Receiving and reviewing the documents to be notarised together with any instructions received

2 **Liaison & Documentation**
Liaising with legal advisors or other bodies to obtain necessary documentation (for example Companies House, foreign registries, powers of attorney)

3 **Identity Verification**
Checking the identity, capacity, and authority of the person who is to sign the document

4 **Authenticity Check**
Where a document is to be certified, checking with issuing authorities that it is genuine (including academic institutions for awards)

5 **Execution of Document**
Meeting with the signatory to verify identity, confirm understanding and free will, and ensure correct execution

6 **Notarial Certificate**
Drafting and affixing or endorsing the notarial certificate to the document

7 **Legalisation**
Arranging for the legalisation of the document as appropriate (apostille and/or consular legalisation)

8 **Record Storage**
Arranging secure storage of copies of all notarised documents in accordance with the Notaries Practice Rules 2019

12 Notarial Records & 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. All notarial records are maintained electronically using NotarySAFE, a secure, dedicated cloud based record keeping platform developed specifically for notaries, which ensures that your records are stored safely, backed up, and accessible only to authorised users in compliance with regulatory requirements. A physical copy of each notarised document is also retained. Acts in public form are preserved permanently and the records of other acts for at least twelve years, as rule 24 of the Notaries Practice Rules 2019 requires. My practice is registered with the Information Commissioner's Office. Personal data received from clients is held securely and is not capable of being accessed externally. Data collected as part of notarial records is used solely for the purposes of meeting my professional legal responsibilities as a Notary Public.

For full details of my Privacy Policy and data processing terms, please see Part II of this document below.

13 Insurance & Limitation of Liability

PROFESSIONAL INDEMNITY INSURANCE

In the interests of my clients, I maintain professional indemnity insurance at a level of at least **£1,000,000 per claim**. My insurer is HCC International Insurance Company plc, trading as Tokio Marine HCC, of The St Botolph Building, 138 Houndsditch, London EC3A 7BT, and the territorial coverage of the policy is worldwide.

a. My liability to you in connection with any notarial matter is limited to the level of my professional indemnity insurance cover in force at the time of the relevant act or omission, being not less than £1,000,000 per claim.

b. I shall not in any circumstances be liable for any indirect or consequential loss arising from or connected with my services, including but not limited to loss of profit, loss of revenue, loss of business opportunity, loss of anticipated savings, or any loss arising from the failure or delay of a transaction howsoever caused.

c. I shall not be liable for the acts, errors, omissions, or delays of any third party upon whose performance the completion of a notarial matter depends, including but not limited to the Foreign, Commonwealth and Development Office, HM Passport Office, foreign embassies and consulates, consular agents, Companies House, courier services, postal authorities, and foreign government registries.

d. Nothing in these terms shall exclude or limit my liability for death or personal injury caused by negligence, fraud or fraudulent misrepresentation, or any other liability which cannot lawfully be excluded or limited.

14 Use of Technology, Devices & Artificial Intelligence

a. To the extent that I use any automated decision making technology, including artificial intelligence tools (such as, but not limited to, ChatGPT, Copilot, or other large language model applications), in the course of my services, I do not rely upon such technology without human intervention. The final legal determination in any notarial act remains exclusively that of the Notary, exercising independent professional judgment.

b. Artificial intelligence and automated tools may be used in an assistive capacity only, including for preparatory drafting, document formatting, initial research, or preliminary translation. Such use does not substitute for the Notary's personal review, verification, and certification of any document or matter.

c. Before implementing any new technology, including artificial intelligence, I carry out an appropriate risk assessment to ensure that your rights are not adversely affected. A record of that assessment is retained.

d. Automated translation tools shall not be used as a substitute for a qualified human translator where translation is required for the purposes of the notarial act itself. Any translation used in connection with a notarised document will be verified by a competent human translator.

e. I will not use artificial intelligence or automated processing to make decisions about your identity, capacity, or the authenticity of documents you present. These determinations are made by me personally.

15 Cybersecurity & Mandate Fraud

IMPORTANT. VERIFY BANK DETAILS BY TELEPHONE

I will **NEVER** change my bank account details by email alone. If you receive any communication purporting to be from me containing new or amended bank account details, you must telephone me directly on a known and verified number to confirm those details before making any payment.

Cybercrime affecting legal transactions, including "mandate fraud" (the interception and substitution of bank account details by a third party), is a known and serious risk. I accept no liability for funds transferred to a fraudulent account where the telephone verification step has not been taken. Clients are strongly advised to verify payment details by telephone prior to every transfer of funds.

16 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 period under the 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. I will reimburse all payments received from you by the same method 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 me to begin work during the cancellation period, you can still cancel, but you must pay me an amount proportionate to the work I have performed; this proportion will not be reimbursed to you.

17 Force Majeure

I shall not be in breach of these terms, nor liable for any delay in performing or failure to perform any of my obligations, where such delay or failure results from events, circumstances, or causes beyond my reasonable control. Such events include, but are not limited to, acts of God; flood, drought, earthquake, or other natural disaster; epidemic or pandemic; acts of terrorism, war, riot, or civil commotion; imposition of sanctions, embargo, or breaking off of diplomatic relations; nuclear, chemical, biological, or radiological contamination; collapse of buildings, fire, explosion, or accident; any law or governmental action, order, or regulation; power failure or failure of telecommunications networks; failure or disruption of the internet or digital infrastructure; or industrial disputes. In any such event I will endeavour to notify you as soon as reasonably practicable and will resume performance as soon as the circumstances permit.

18 Sanctions Compliance

a. I am prohibited by law from providing notarial services to any person or entity subject to financial sanctions under UK law, including any person or entity designated under the UK sanctions regulations and named on the UK Sanctions List published by the Foreign, Commonwealth and Development Office.

b. By instructing me, you warrant that you are not, and to the best of your knowledge and belief are not controlled by or associated with, any person or entity subject to UK, European Union, or United States financial sanctions.

c. I reserve the right, at any stage of a matter and without prior notice, to screen your identity, and that of any person connected with the matter, against the UK Sanctions List and other relevant sanctions databases.

d. If at any stage I form a reasonable belief that you, or any party connected with the matter, may be subject to financial sanctions or that a sanctions risk exists, I am entitled to terminate my engagement immediately and without liability to you for any resulting delay or loss. I may also be required to make a report to the Office of Financial Sanctions Implementation or the National Crime Agency and shall have no liability to you for doing so.

19 Termination by Me

I reserve the right to terminate my engagement if I have good reason to do so, for example, if you do not pay a bill, do not comply with my request for a payment on account, or fail to give me the co-operation which I am reasonably entitled to expect.

20 Limitation on Advice Regarding Foreign Documents

Where a document is intended for use in a foreign jurisdiction, my role is limited to authenticating the document and the signatures or facts appearing in it. I do not advise on the content, legal effect, or consequences of any document in a foreign jurisdiction, nor do I advise on the underlying transaction.

Clients are strongly advised to obtain independent legal advice from qualified lawyers in the receiving jurisdiction before executing any document. This is particularly important where the document is in a foreign language. Where I am not satisfied that you fully understand the document, I may require a certified translation to be obtained before I can proceed.

FOREIGN LANGUAGE DOCUMENTS

Where a document is in a language I do not understand sufficiently, I may restrict my authentication or require a certified translation before proceeding. My authentication of a foreign language document does not constitute any endorsement of its content or legal effect.

21 Documents Sent by Post or Courier. Client's Risk

Where I send documents on your behalf, whether to the Foreign, Commonwealth and Development Office, a foreign embassy or consulate, a legalisation agent, or directly to you, those documents are sent at your risk. I will use reasonable care in selecting an appropriate method of despatch, and will use tracked or signed for services where appropriate.

In the event that a document is lost or damaged in transit, I accept no liability for such loss or damage. You will be responsible for all costs and disbursements incurred in the preparation, completion, and re-execution of any replacement document that may be required.

RECOMMENDATION

For high value or time sensitive documents, I strongly recommend using a tracked courier service (DHL). Please discuss your requirements with me before despatch.

22 Legalisation. Timescales and Progress Chasing

Once documents have been despatched to the FCDO, a foreign embassy, consulate, or legalisation agent, the timescales for return are outside my control and dependent upon the procedures of those bodies. I do not undertake to chase up or monitor the progress of documents sent for legalisation as a matter of course.

If you require active progress chasing or expedition of legalisation, please notify me at the outset and I will advise whether this is possible and whether an additional fee will apply. I will provide you with a reasonable estimate of expected timescales based on information available to me at the time, but cannot guarantee those timescales.

23 Notarial Register. Copies and Further Requests

I keep a record of all documents I authenticate and for this purpose I maintain a formal register, stored securely in NotarySAFE. Copies of records can be made available to the parties to the transaction and to any person who can demonstrate a proper interest in a specific act, subject to any applicable confidentiality obligations and, where necessary, approval from the Faculty Office or a court order.

A charge will be levied for any requests for further copies of documents or entries held on the register. I reserve the right to seek approval from the Faculty Office before releasing copies of, or information about, any notarial act where I consider it appropriate to do so.

24 Verification of Facts. Limitations and Disclaimers

Part of my role is to verify the facts contained in the documents I notarise, and this may involve obtaining evidence or proof from sources independent of you. I require your full co-operation in this process. Where I am unable to verify a particular fact to the required standard, I may need to add a disclaimer or qualification to the notarial certificate.

Where such a disclaimer is added, I draw your attention to the fact that the document may as a result be of reduced effectiveness or may not be accepted by the receiving authority or institution. I will not accept liability for any loss, delay, or rejection that arises from facts which I have not been able to independently verify, whether or not such a disclaimer is included in the document.

25 Acceptance of These Terms

YOUR ACCEPTANCE

By giving me instructions, or by continuing to give me instructions after receiving these Terms, you confirm that you have read and accept these Terms of Business in their entirety. These Terms, together with any engagement letter or covering correspondence, constitute the entire agreement between us in respect of the notarial services to be provided.

26 Corporate Clients. Economic Crime and Corporate Transparency Act 2023

a. The Economic Crime and Corporate Transparency Act 2023 (the "Act") has introduced mandatory identity verification requirements for company directors, secretaries, and Persons with Significant Control (PSCs) registered at Companies House.

b. Where a document is to be signed on behalf of a company by a director or PSC, I may require that individual to provide their unique Companies House personal verification code (an 11 character alphanumeric code issued upon successful verification) as part of my authority to act checks. This requirement reflects my duty to satisfy myself that a signatory is lawfully acting in their stated corporate capacity.

c. You shall indemnify me against all claims, losses, costs, and expenses arising from any false, misleading, or inaccurate information provided to me in connection with any Companies House identity verification or filing.

27 Data Controller Roles. Corporate and Third Party Matters

Where you provide me with personal data relating to third parties (including directors, officers, shareholders, beneficial owners, counterparties, or any other individuals) in connection with a notarial matter, you and I shall each act as separate and independent data controllers in respect of that personal data. I am not responsible for your compliance with data protection obligations in respect of those individuals, and you are not responsible for mine.

By providing me with third party personal data, you warrant that you have a valid legal basis under the UK General Data Protection Regulation and the Data Protection Act 2018 for disclosing that data to me, and that the individuals concerned have been informed of that disclosure in accordance with applicable data protection law. You shall indemnify me against any claim, penalty, or loss arising from your failure to comply with this obligation.

28 Complaints Procedure

My notarial practice is regulated through the Faculty Office of the Archbishop of Canterbury. If you are dissatisfied with the service you have received, I operate a three stage complaints procedure as set out below.

STEP 1. CONTACT ME DIRECTLY

Please contact me directly in the first instance. I am committed to resolving any concerns promptly and informally wherever possible.

Vinay Tanna Notary Public
8 Church Street, Isleworth, London TW7 6XB

If I am unable to resolve the matter to your satisfaction, you may then complain to the Notaries Society, of which I am a member. The Notaries Society operates a Complaints Procedure approved by the Faculty Office. This procedure is free to use and is designed to provide a quick resolution to disputes. Please write (but do not enclose any original documents) with full details of your complaint to the address below.

STEP 2. THE NOTARIES SOCIETY

WRITE TO

The Secretary
P O Box 876
Chichester PO19 9ZH

EMAIL

secretary@thenotariessociety.org.uk

You also have the right at any stage to refer your complaint to the Faculty Office of the Archbishop of Canterbury, which regulates my notarial practice.

STEP 3. THE FACULTY OFFICE

ADDRESS

1 The Sanctuary
Westminster
London SW1P 3JT

TELEPHONE

020 7222 5381

EMAIL

faculty.office@1thesanctuary.com

WEBSITE

www.facultyoffice.org.uk

Finally, if you have had your complaint considered under the Notaries Society Approved Complaints Procedure and are not satisfied with the result, 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, an independent complaints body established under the Legal Services Act 2007.

TIME LIMITS FOR LEGAL OMBUDSMAN REFERRALS

Within **six months** of our final response to your complaint; and within **one year** from the date of the act or omission being complained about; or within **one year** from the date when you should reasonably have known there was cause for complaint.

LEGAL OMBUDSMAN

WRITE TO

Legal Ombudsman
P O Box 6806
Wolverhampton WV1 9WJ

TELEPHONE

0300 555 0333

EMAIL

enquiries@legalombudsman.org.uk

WEBSITE

www.legalombudsman.org.uk

PART II Data Protection Policy

Introduction

This 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 a notary public ("Business"). Please note that 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 below contains a Glossary of defined terms used 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.

> **CONSEQUENCES OF BREACH**
>
> A breach of data protection laws by the Notary, any Personnel, or Supplier could result not only in monetary penalties but also in negative publicity affecting the Business and the wider notarial profession.

The Data Protection Principles

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

PRIVACY NOTICES

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

- 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
- The period for which personal data will be stored, or the criteria used to determine that period
- The right to request access, rectification, erasure, restriction of processing, or to object to processing, and the right to data portability
- 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, and the consequences of failure to provide such data
- The existence of Automated Decisions, including profiling, and meaningful information about the logic involved and its consequences

Such privacy notice should be included in each client engagement letter or service agreement. If no engagement letter is issued, the privacy notice may be made available on the Business website. A conspicuous link to the privacy notice should be included in the Business email footer or other stationery.

Where a client provides personal data of third party data subjects to the Business, no notice need be provided to those third parties if such information must remain confidential subject to an obligation of professional secrecy. Where no such obligation 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.

LEGAL GROUNDS FOR PROCESSING

Personal data must not be processed without a legal ground. In the context of the Business, personal data are typically processed on one of the following bases.

- Processing is necessary for the performance of a contract (for example an engagement letter) to which the data subject is party, or in order to take steps at their request 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
- A legal obligation to which the Business is subject requires the processing of personal data
- The data subject consents
- Other legal grounds such as protecting the vital interests of the data subject or processing in the public interest

DATA MINIMISATION & ACCURACY

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 personal data that appears excessive is provided, the Business will return it and request only what is necessary. Clients are likewise required to ensure that any personal data provided is accurate, complete, and up to date. The Business will endeavour to keep accurate records of personal data relating to its clients and Personnel.

RETENTION

The Business will keep all records for as long as required by applicable law or as may be necessary having regard to custom, practice, or the nature of the documents. Rule 24 of the Notaries Practice Rules 2019 requires that notarial acts in public form be preserved permanently. Records of acts not in public form shall be preserved for a minimum of 12 years. Client due diligence records obtained solely for the purposes of the Money Laundering Regulations are kept for five years from the end of the business relationship or the completion of the transaction and are then deleted, unless a longer period is required by law or the client has consented to longer retention. Save for records subject to mandatory retention, personal data shall be kept for no longer than necessary for the relevant purpose (for example, Personnel records should be kept for no longer than 12 months following termination of employment or contract, unless a longer period is required by law).

INDIVIDUAL RIGHTS

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

SECURITY MEASURES

PHYSICAL SECURITY

- Physical security of premises (for example a locked office)
- Documents kept in locked cabinets
- Access privileges restricted to those who need them
- Documents disposed of using a confidential bin or cross cut shredder

ORGANISATIONAL SECURITY

- Vetting of Personnel and Suppliers on a continuing basis
- Non disclosure agreements implemented prior to formalised agreements
- Training provided to Personnel where appropriate
- Strict ban on use of personal email for work purposes

TECHNICAL SECURITY

- Properly configured firewalls using the latest software
- Regular patch management and operating system updates
- Real time antivirus, antimalware, and antispyware protection
- User access control management (principle of least privilege)
- Unique passwords of sufficient complexity with regular expiry
- Encryption of all portable devices with appropriate protection of the key
- Regular data backup

The Business will comply with its Supplier Appointment Policy and will implement appropriate governance processes as set out in this Policy.

Secure Digital Record Keeping. NotarySAFE

To meet the stringent record keeping mandates of rule 24 of the Notaries Practice Rules 2019, we utilise NotarySAFE, a secure digital register and cloud storage platform specifically designed for the notarial profession. NotarySAFE acts as an encrypted vault for notarial records, ensuring that all acts in public form are preserved permanently and acts in private form are retained for the mandatory 12 year period.

This system provides a robust audit trail for file documentation and is secured with bank grade encryption and multi factor authentication to safeguard against unauthorised access. By employing this professional standard platform, we fulfil our regulatory duty to maintain exclusive control over notarial journals, whilst allowing for secure, authorised access by regulators or persons with a proper interest in a specific act.

NOTARYSAFE SECURITY FEATURES

Bank grade encryption · Multi factor authentication · Permanent preservation of public form acts · 12 year retention of private form acts · Full regulatory audit trail

Governance Processes

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

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 internal governance processes as may be required from time to time in order to operate the Business in compliance with data protection laws.

ASSURANCE

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

shall be obliged 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 to ensure continued compliance with relevant legal requirements.

ADVICE

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

THIRD PARTIES

The Business shall comply with its Supplier Appointment Policy in relation to appointing any third party contractor or supplier who will process personal data on its behalf.

DATA PROTECTION IMPACT ASSESSMENTS

The Business shall implement a process so that any processing likely to result in a high risk to the rights and freedoms of individuals is subject to a documented Data Protection Impact Assessment (DPIA). The Business shall maintain a record of each DPIA.

RECORD KEEPING

The Business will maintain an up to date documented record of its processing activities, including the following.

- The identity of the Business and contact details
- The categories of processing carried out on behalf of any third party
- Any transfers of personal data outside the UK
- A general description of the technical and organisational security measures in place

PRIVACY BY DESIGN

When implementing any new processing activity, tool, or functionality involving 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 compliance with the Data Protection Principles.

COMPLAINT HANDLING

The Business shall implement a process to receive and handle enquiries and complaints from individuals and supervisory authorities concerning the processing of personal data. All enquiries and complaints shall be dealt with in a timely manner, in compliance with any applicable statutory deadlines.

> **LAST UPDATED**
>
> These Terms of Business and this Data Protection Policy were last reviewed and updated on 25 October 2026. They will be reviewed periodically to ensure continued compliance with applicable law.

Appendix. Glossary

The Glossary of defined terms used in this Policy is available on request and forms part of this document. Key defined terms include Business, Controller, Data Protection Principles, DPIA, Individual Rights Requests, Personnel, Processor, Supplier, and UK GDPR.