

Terms & Conditions

My business name is Susan Joanna Godden Notary Public c/o Grant Saw Solicitors LLP, Wood Wharf Building, 34 Horseferry Place, Greenwich, London SE10 9BB. Email: joanna.godden@grantsaw.co.uk
Tel: 020 8308 3627 Mobile: 07986 227181.

1. HOURS OF BUSINESS: My office hours are 9 am to 5 pm (last appointment 4.30 pm) Tuesdays and Thursdays. You need to make an appointment. In appropriate cases I can arrange to see you outside these times or away from the office. In such cases I would charge a reasonable fee for travelling time plus the cost of my travel. I can also refer you to other notaries who may be able to help when I cannot. You can find other notaries from: <https://www.thenotariessociety.org.uk/>

2. ACCESSIBILITY: Our meeting rooms are on the ground floor. We do not have a car park for visitors but there is a car park for Waitrose which you can pay for and this may be refunded if you shop there and get the ticket validated. If you have other needs or disabilities which may need to be taken account of, you should let me know in advance.

3. RESPONSIBILITY: A Notary's first duty is to the transaction as a whole. Notarial acts are relied upon by clients, third parties and foreign governments and officials worldwide. Unless otherwise agreed in writing, a Notary's responsibility is limited to the Notarial formalities and does not extend to advice on or drafting of documentation or in relation to substantive legal input on the matter under consideration. I do not give foreign law advice and if you have been sent documents by a foreign lawyer you should ask them for advice, especially if you have any questions.

4. INDEPENDENCE: Although I use the offices of Grant Saw Solicitors LLP, my notarial practice is independent from them. I have an arrangement to use their facilities including their computer system for storage of your data (see 14 and 15 below).

5. FEES: My present hourly rate is £300 and my minimum fee is usually £100 for one or two simple signatures from me, or £120 or more if there are more. I reserve the right to vary these rates in respect of extremely urgent or complex work. I will try and give you an estimate and stick to it if the matter is as described and there are no unforeseen complications. I do not charge VAT. This does not include legalisation, which I can organise via agents for an extra fee.

6. PAYMENT: My charges are normally payable at the time of seeing you by cards, cash (subject to a maximum of £500), cheque, or immediate bank transfer. Notarised documents will not normally be released until all fees and disbursements have been paid in full.

7. DISBURSEMENTS: You are responsible for all payments which I make on your behalf. Typical examples are legalisation fees paid to the Foreign and Commonwealth Office and/or an Embassy, legalisation agents' fees, Company registry fees, courier fees and special delivery postage charges. However, I shall not incur these expenses without first obtaining your consent to do so.

8. DOCUMENTATION TO BE PREPARED: My advice is to ask for the documents to be prepared by a lawyer in the country they are needed in, but if you ask me to prepare documents this will take longer than usual and be more expensive (usually at least £120 for simple ones or £150 or more for longer ones). Make sure you have all of the documents, not just signature pages and all exhibits for affidavits.

9. PROOF OF IDENTITY: Photographic identification of individuals and proof of residential address is required. This is usually by way of a current passport, photocard driving licence or national identity card, plus two of recent council tax, utility bills, bank or card statements or driving licence (unless that was the photographic proof)

If you act on behalf of a company, I will need to check the company still exists and you have authority to represent it. I generally check this with Companies House. In some cases, I may ask you to bring Certificate of Incorporation, Memorandum and Articles of Association, good standing certificate or other similar evidence and a copy of the board resolution for you to sign on behalf of the company. For this extra checking, there will be an extra charge.

10. HOW LONG IT TAKES: I can usually deal with the matter in a single appointment (20 minutes for a simple matter or usually 30 minutes if there are several documents) but your documents may need to be legalised (my signature and seal verified) at the Foreign and Commonwealth Office (see <https://www.gov.uk/get-document-legalised>) and/or at a foreign embassy. This can take around 1-2 weeks. I can give you advice on this. For academic certificates I may need to check with e.g. your university and I cannot guarantee in advance how long they take to answer but it may be several weeks.

11. WRITTEN TRANSLATION: In cases where I do not have knowledge of the language in which the document is written, especially if you do not understand it either, translations may be required. I can read French and Spanish but not prepare documents in these languages. I can discuss what is required if you need a notarised translation, but usually the translator has to attend my office.

12. LIABILITY: I carry professional indemnity liability cover of £1,000,000 with Allianz Global Corporate & Specialty, which is the minimum level of cover specified by the Master of Faculties. I therefore limit my liability to you to £1,000,000 unless you are injured or die as a result of my negligence, in which case my liability is without limit. I also carry Fidelity Insurance as a member of the Notaries Guarantee Limited up to £1m, underwritten by Howden UK Group Limited.

In dispatching documents for legalisation or delivery by post or courier or entrusting them to agents on your behalf and/or at your request, I assume no liability for loss and/or any inconsequential loss incurred by you as a result of any failure on the part of the FCO, postal service, courier or agent.

13. 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

Email Faculty.office@1thesanctuary.com Website www.facultyoffice.org.uk Tel 020 7222 5381

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

3. 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.

4. 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, PO Box 876, Canterbury 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.

5. 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

6. 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.

14. RECORDS: At the end of the matter, a copy of your documents together with copies of your ID documents has to be kept by me as a notary. In the case of public deeds, copies of these must be kept indefinitely and in all other cases for 12 years. If you proceed with engaging me as a notary, you will be deemed to give your consent to this (and see 15 below).

15. DATA PROTECTION: I am registered as a Data Controller with the Information Commissioner and I use the information you provide primarily for the provision of my services to you and for related purposes including: updating and enhancing client records, analysis to help me manage my practice, statutory returns, legal and regulatory compliance but I am bound by client confidentiality and may not give out copies to anyone except those who can show a proper interest e.g. with a court order. The Notaries Society could have access to my documents for legitimate purposes. I can supply you with a Data Protection Privacy Notice on request.

16. MONEY LAUNDERING: Notaries are obliged under the Money Laundering legislation to take measures to protect against fraud and forgery. To ensure that I comply with this you acknowledge that I may make all such enquiries as I deem necessary or appropriate in order to comply with my duty, and you will provide me with such documents and information as I may request. Your failure to do so will entitle me to terminate my engagement and cease acting for you forthwith.

17. EQUALITY AND DIVERSITY: I am committed to promoting equality and diversity in all dealings with clients and third parties.

18. THE RELEVANT LAW: The law which governs my contract with you is English law and it is agreed that any dispute relating to my services shall be resolved by the English courts.

19. CODE OF PRACTICE: As a notary I am subject to a Code of Practice, a copy of which can be provided on request or go to <http://www.facultyoffice.org.uk/notary/code-of-practice/>

20. USE OF TECHNOLOGY, DEVICES AND ARTIFICIAL INTELLIGENCE

(1) 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.

(2) 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.

Other useful information

- If you have the documents it helps if you can send me a copy in advance by email, so I can confirm my fee. You should also bring any letter or email with instructions you have been given on signing the document.
- Do not **sign** anything before you come, but you can fill in any forms and this will save time.
- You should also read the documents before you come so you know roughly what you are to sign. If you have any questions you should check this with the person who sent you the documents.
- If you have been sent an affidavit, check with the lawyer who sent it that you have all “exhibits”. I cannot deal with affidavits with blanks or blank cover sheets for exhibits.
- If there are mistakes on your document, check first how to deal with this with the person who sent it to you, or if there is anything you do not understand
- UK births, marriages and death certificates should not be copied for the copies to be certified (notarised) by me. You will need to use the originals or get further certificates for your purposes. You can order these online <https://www.gro.gov.uk/gro/content/certificates/>
- The offices of Grant Saw Solicitors LLP where I practice does not have parking but there are a few metered places in Horseferry Place on the left at the end from Creek Road or if you turn left further down, in Thames Street, or you can park in the underground car park for Waitrose at New Capital Quay, which is free if you later spend £10 or more in the store and use the QR code on your receipt to enter your registration number before you leave.