

RAJ A. PADHIAR

NOTARY PUBLIC LIMITED

503 COVENTRY ROAD
BIRMINGHAM
B10 0LL

T 0121 766 7447
www.notarypublicbirmingham-rajpadhiar.com

General Terms and Conditions

Welcome to Notary Public Birmingham Raj Padhiar. The Name “Notary Public Birmingham” is a banner title for Raj A Padhiar Notary Public Services Limited which is registered at the Companies House Registry of England and Wales as a Limited Company, Company number 11925610 and of registered office 503 Coventry Road, Birmingham, B10 0LL. Our sole director and sole shareholder is Raj A Padhiar, Notary Public.

As a firm of Notaries, this firm is regulated by the Faculty Office of the Archbishop of Canterbury and not by the Solicitors Regulation Office (SRA). Outside of his Notary work, Raj Padhiar holds a current solicitor practising certificate and is registered with the Solicitors Regulation Authority, with SRA number 30861. Please note that the Notary Practice is separate from the legal services he provides as a Solicitor.

- Our VAT Registration Number is GB 35 782 4075.
- If you have a complaint about our work, please do not hesitate to contact us, in the first instance and please see our complaints procedure.
- Raj.A. Padhiar Notary Public Services Limited is registered as a Data Controller under the Data Protection Act 1998 (DPA98) with the Information Commissioner with regulation number: ZA713624.
- We owe you a strict Duty of Confidentiality in respect of any information you supply. The information you supply to the Notary is generally not disclosed to any third parties, without a court order or other proper legal cause, or outside of the following exceptions which are listed below.
- Your contract information will never be used for marketing purposes under any circumstances.
- Please see our Privacy policy <https://www.notarypublicbirmingham.com/privacy.html>
- The notary must make and keep copies of the relevant pages of your passport and other identification papers and may usually make copies of the documents that are notarised, and you give permission for these copies to be made.
- The notary will witness your signature and affix his seal of office at his sole discretion. If the notary prepares any documents, he will rely on the information you give him. You are responsible for any errors or omissions in the information you supply.
- You acknowledge that the notary is acting as a witness only and a recorder of your instructions. The notary is not a party to any transaction and the notary is not giving you legal advice about the documents you are signing.
- You confirm that you have read and understood all the documents that you will sign, and that by signing them you intend to give them legal effect.
- You verify that all documents and the facts contained in them are true and authentic and are not made as part of or as a plan for any illegal act against the laws of any country anywhere in the world.
- **Professional indemnity Insurance:** In the interests of my clients, I maintain professional indemnity insurance currently at a level of at least £1,000,000.00 per claim (plus any costs which the insured is liable to pay). Claims and costs etc. are subject to the terms and conditions of the policy.
- This sections summaries some of our most important terms and conditions. Our full terms and conditions are more extensively below.

Regulatory Information

My Notarial Practice is regulated by the Faculty Office of the Archbishop of Canterbury whose contact details

Registered in England & Wales Company Number 11925610
Regulated by the Faculty Office of the Archbishop of Canterbury
Registered with the Information Commissioners Office (ICO) ZA713624
VAT No. GB 35 7824075

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are as follows:

The Faculty Office, 1 The Sanctuary, Westminster, London SW1P 3JT
Telephone: 020 7222 5381 Email: Faculty.office@1thesanctuary.com Website: www.facultyoffice.org.uk

Application

- These terms of business, together with the terms of any written quotation we issue to you (or for any framework agreement we may have in place with you) together form the contract between you and Raj. A. Padhiar Notary Public Services Limited.
- They apply to all services (“Services”) provided to you, the client, who may be named in our written quotation (or any framework agreement we may have in place with you).
- Raj. A. Padhiar Notary Public Services Limited is a private limited company registered at Companies House of England and Wales with Company Number: 11925610. Our registered office address is 503 Coventry Road, Birmingham, B10 0LL. The sole director and sole shareholder is Raj Padhiar, Notary Public.
- Our VAT Registration Number is GB 35 782 4075.
- Raj. A. Padhiar Notary Public Services Limited is registered as a data controller under the Data Protection Act 1998 with the information commissioner with registration ZA713624.
- To the extent of any conflict between these terms and any written quotation (or any framework agreement we may have in place with you) shall prevail.
- Please read these terms carefully before you instruct us. These terms tell you who we are, how we will provide Services to you, how you and we may change or end the contract, what to do if there is a problem and other important information. You can contact us using the details provided in any written quotation (or any framework agreement we may have in place with you) or at the above address.
- If you fail to return a signed copy of any written quotation (or any framework agreement we may have in place with you) or complete any other requested formalities but you continue to instruct us in relation to any Services, you will be deemed to have accepted these terms (and the conditions set out in any written quotation or any framework agreement we may have in place with you).
- Our acceptance of your instruction will take place when we confirm acceptance to you in writing or commence work on the Services, whichever is sooner, at which point a contract will come into existence between you and us. If we are unable to accept your instruction, we will inform you of this and will not charge you for any service.

Responsibility for work and duties

Raj Padhiar, Notary Public will personally undertake all the notarisation work relating to your instructions and will:

- Keep you informed of progress made on your file.
- Advise you of delays and, where possible, explain why such delay is occurring; and
- Advise you where it becomes necessary to change the basis on which our fees are payable or calculated.

You Shall:

- Provide us with written instructions wherever reasonably requested and inform us if there is any significant change in your situation.

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- Provide us, so far as relevant, with full and accurate information regarding your affairs, including information regarding any matters that may affect our ability to perform the Services. This includes any developments in any matter on which we are acting for you and any change of name, address or country of residence and, in the case of a corporate client, any change in any of the details of its owners or managers.
- If you do not provide information we have reasonably requested, or if you give us incomplete or incorrect information, we may either end the contract or make an additional charge of reasonable sum to compensate us for any extra work that is required as a result. We will not be responsible for supplying the Services late or not supplying any part of them if this is caused by you not giving us the information, we need within a reasonable time of us asking for it.
- If you wish to make a change to the Services, please contact us. If the change is reasonably possible, we will let you know about any effect on price, timing of supply or anything else which would be necessary because of your requested change and ask you to confirm whether you wish to go ahead with the change. We may change the Services to reflect changes in relevant laws and regulatory requirements. If we make significant changes to the Services or to these terms, we will notify you and you may then contact us to end the contract before the changes take effect and receive a refund for any services paid for but not received.
- We will begin the services on the date agreed with you. Any completion date for the services is an estimate only unless we agree otherwise in writing.
- We may have to suspend supply of services to:
 - I. Deal with technical problems or make minor technical changes.
 - II. Update the services to reflect changes in relevant laws and regulatory requirements.
 - III. Make changes to the services as requested by you or notified by us to you. We will contact you in advance to tell you we will be suspending supply, unless the problem is urgent or an emergency.

Notarisation & Identification

A primary function of a notary is to identify the client. We are subject to strict regulatory obligations regarding identification of clients, and we may not be able to act for you, or may have to cease acting, if we cannot meet any of those obligations. In the case of individuals, we require proof of identity and residential address and will, therefore, request personal documentation that can include:

- A passport
- National identity card
- Photo driving licence
- Marriage certificate or divorce judgement and/or
- A recent gas, electricity or other bill or bank statement (for proof of address)

In the case of a business, we will 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, we will generally conduct our own checks. In some cases (Particularly for companies or organisations established overseas) we may ask you to produce certain documents. These may include a certificate of incorporation, good standing certificate and other similar evidence. If we have to verify the signatory's authority to represent a company or organisation, additional documentation may be requested, for example:

- Constitutional documents (e.g. memorandum and articles of association)
- A power of attorney

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- Board resolutions
- Authorised signatory book (in the case of banks) and/or
- Extract from a commercial register (generally for foreign companies)

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

Notaries, including Raj Padhiar Notary Public, are subject to legislation enacted to prevent terrorism and combat organised crime and money-laundering. This requires notaries and other lawyers to report suspicious transactions to law enforcement agencies. A Notary who suspects, or has “reasonable grounds” for suspecting, that a person has committed any of these offences must make a disclosure as soon as is practicable to the appropriate law enforcement agency. For this reason, there are compulsory checks which notaries must 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 identification requirements apply to all clients when they are asking Notaries to authenticate documents or undertake other types of work.

Any individual notary, or Raj A Padhiar Notary Public Services Limited as a whole, 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 a legalisation although it is sometimes referred to as “consularisation”.

Countries which have accepted the international convention on legalisation (Signed at The Hague in 1961) have abolished the requirement for consular legalisation and it is replaced by a single certification- known as an “apostille”. An apostille is currently issued in the United Kingdom by the Foreign Commonwealth and Development Office.

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.

Fees and Disbursements

Details of my fees are set out below. Please note, that if I must 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. Rates are reviewed from time to time.

Fees: 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.

For more complicated or time-consuming matters, the fee will be based on my hourly rate of £295 per hour subject to a minimum fee of £80, plus disbursements. The fee charged may include time spent on attendance,

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preliminary advice, drafting and preparation time, making and receiving telephone calls, correspondence written and received in all formats, arranging legalisation and record keeping. The Notarial Practice is registered for Value Added Tax and our VAT Registration Number is GB 35 7824075. Any fee quotation we supply to you will state in United Kingdom pounds and pence the total VAT payable for your case, based on the current VAT rate of 20%.

Occasionally unforeseen or unusual issues arise during 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. There is therefore no absolute definitive set fee for every client

Disbursements: Some documents require legalisation before they will be accepted for use in the receiving jurisdiction by obtaining an apostille through the UK Foreign Commonwealth and Development Office and, for some countries, additional legalisation is required through the relevant embassy or consulate. VAT is not charged on the Foreign Office Apostille/Legalisation fees. Disbursements incurred on your behalf (including but not limited to apostille charges, courier and postal costs and translation fees) will be passed on to you. Travel expenses if applicable, may also be passed on to you.

If you do not collect documents from us as arranged or if, after a failed delivery to you, you do not re-arrange delivery or collect them we will contact you for further instructions and may charge you for any further delivery costs. If, despite our reasonable efforts, we are unable to contact you or re-arrange delivery or collection we will consider you to be in breach of contract and we may end the contract on immediate written notice.

If you pay all or part of an invoice in a currency other than the currency in which it was issued, we reserve the right to charge you for the full cost of converting that payment into the currency in which the invoice was issued. If an invoice is issued in a currency other than sterling, we reserve the right to charge you for any loss caused by a change in the exchange rate between that currency and sterling between the dates of the invoice and the date of payment.

Fees and (most) disbursements are subject to VAT at the current rate. If the rate of VAT changes between your instruction date and the date we supply the services, we will adjust the rate of VAT that you pay, unless you have already paid for the services in full before the change in the rate of VAT takes effect. If you are acting as a consumer, we will include any VAT element when quoting prices to you.

All invoices are payable without discount, deduction, withholding, set-off or counterclaim. If you are acting in business capacity and you are required by law to make any deduction or withholding from any payment, you shall do so and the sum due in respect of such payment will be increased to ensure that we receive and retain a sum equal to the amount which we should have received and retained had no such deduction or withholding been required.

We may ask you to settle the full amount pertaining to any given instruction, including our fee and associated disbursements (such as Foreign Commonwealth and Development Office apostille costs and consular charges etc.) before we release your documentation from our possession.

Our terms for payment of all invoices rendered are that they be settled within 7 days or, if you are acting as a consumer, within 7 days of the date of our invoice. We reserve the right to request payment in advance in respect of any instruction.

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If you think an invoice is wrong, please contact us promptly to let us know. You will not have to pay any interest on any amount subject to a bona fide dispute until the dispute is resolved (but you must pay any undisputed amounts when due). Once the dispute is resolved we may charge you interest on correctly invoiced sums from the original due date. We reserve the right to charge interest at 8% per annum above the base lending rate of the Bank of England, accruing on a daily basis on all sums outstanding from the date of the issue of the invoice until payment in full.

Without prejudice to our other rights, we reserve the right to suspend or terminate our services if any undisputed sum is not paid within 30 days of its due date.

Even if someone else has agreed to pay or is responsible for paying all or part of your legal costs, we may address our invoice to you and you will, in any event, be solely responsible for paying them. Whether or not we accept that any third party will pay any part of our invoices, we will not assume any responsibility to them, unless we expressly agree in writing to do so.

There are circumstances in which we are entitled to retain property that belongs to you. This right of lien may be exercised by us at any time while fees or expenses are unpaid.

Termination of Instructions

You may at any time terminate this contract in writing by giving us not less than 7 Days' notice.

You may terminate this contract on notice in writing with immediate effect if we are in breach of contract or you have some other legal right to do so.

We may decide to stop acting for you with good reason, as determined at our sole discretion: for example.

- if you are overdue in making payment despite receipt of a written notice to do so, if you
- fail to give clear or proper instructions on how we are to proceed, or you give us instructions which conflict with our rules of professional conduct or if you fail to comply with any obligation in this contract. We will notify you in writing of any such decision.

If you end the contract, we will refund any money you have paid in advance for Services we have not provided as soon as reasonably possible. If we end the contract in any of the situations set out, we will refund any money you have paid in advance for Services we have not provided but we may deduct or charge you reasonable compensation for the net costs we will incur as a result of your breaking the contract.

Pursuant to the Consumer Contracts (information, Cancellation and Additional Charges) Regulations 2013, if you are a consumer and we have accepted instructions from you given by telephone or by electronic means or at a meeting away from our offices, such as your home or place of work, you have the right to cancel your instructions in writing within 14 days from the day on which those instructions were accepted. We will not consider that a contract has been established during the 14-day cancellation period unless you specifically request us to commence work within this period by means of a signed form of authorisation. If you requested that we begin the performance of Services during the cancellation period and then subsequently exercise your right to cancel, you shall pay us a proportionate amount of our fees in respect of the period until you communicate to us your decision to cancel. Subject to that, if you exercise the right to cancel and we have

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received any payment from you in excess of amounts due to us, we will reimburse that payment to you no later than 14 days after the day on which we are informed about your decision to cancel this contract, by the same means used for the initial payment.

Any provision of this contract that expressly or by implication is intended to come into or continue in force on or after termination.

Termination of this contract shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination.

Exclusions and limitations of liability

The contact you make is with us. You will not bring any claim against any of our individual employees, consultants or partners personally in respect of losses you suffer or incur, however arising, in connection with our Services. This will not limit or exclude our liability for the acts or omissions of our employees, consultants or partners.

Nothing in these terms shall limit or exclude our liability for:

- Death or personal injury caused by our negligence, or the negligence of our employees, agents or subcontractors (as applicable).
- Fraud or fraudulent misrepresentation; or
- Any matter in respect of which it would be unlawful for us to exclude or restrict liability.

We shall under no circumstances whatsoever be liable to you, whether in contract, tort (including negligence), breach of statutory duty or otherwise, for any.

- Loss of profit or.
- Any indirect or consequential loss arising under or in connection with this contract, and

Where the contract we have with you is.

- Exclusively for Services which are translation services (so that we acting exclusively for you as a translation agent) or legalisation services (so that we acting exclusively for you as a legalisation agent) our total liability to you in respect of all losses arising under or in connection with that contract, whether in contract, tort (including negligence), breach of statutory duty or otherwise, shall in no circumstances exceed 125% of the price of those Services in respect of which a claim has been made.
- For anything else (and for all other liability we may have whether under that contract or otherwise) our total liability to you in respect of all losses arising under or in connection with that contract (or otherwise), whether in contract, tort (Including negligence), breach of statutory duty or otherwise, shall in no circumstances exceed the greater of: £1,000,000; or 125% of the price of the Services in respect of which a claim has been made.

If we engage third parties to advise you or act for you, we will not be liable in respect of any advice given or work undertaken by them (regardless of whether such persons were introduced by us).

See below for a summary of your legal rights as a consumer. Nothing in these terms will affect your legal rights.

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- You can ask us to repeat or fix a service if it is not carried out with reasonable care and skill.
- If you have not agreed a price beforehand, what you can be asked to pay must be reasonable.
- If you have not agreed a time scale beforehand, services must be carried out within a reasonable time.
- If we fail to comply with this contract or our failing to use reasonable care and skill, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both we and you knew it might happen, for example, if you discussed it with us prior to instructing us.

We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors; for fraud or fraudulent misrepresentation, for breach of your legal rights in relation to the Services including the right to receive services which are of satisfactory quality and supplied with reasonable skill and care.

We only supply the Service to you for private use. If you use the Services for any commercial, business or resale purpose we will have no liability to you for any loss of profit, loss of business, business interruption or loss of business opportunity.

Confidentiality

We owe a duty of confidentiality to our clients. Any information we obtain from you while providing services which is not in the public domain will be treated as confidential, save that:

- We may disclose such information to our employees, officers, representatives or advisers who need to know such information for the purpose of exercising our rights or carrying out our obligations under or in connection with this contract (and such persons shall be subject to confidentiality obligations); and
- On some rare occasions we may be required to disclose information to relevant legal, regulatory or fiscal authorities, or under rules of professional conduct. In such cases, we will inform you (where this is permissible) of the request or requirement to disclose and we may have to delay or stop providing Services for a period of time.

Sometimes we ask sub-contractors or other third parties to undertake translating, typing, photocopying or other support services. We will have a confidentiality agreement with them to protect any information we may share but, if you do not want us to use such suppliers, just tell us in advance.

In accordance with our professional rules, a copy of a notarial act or of the record of a notarial act retained by us may, upon payment of a reasonable fee, be issued upon the application in writing of any person or authority having a proper interest in the act.

We may monitor communications between you and us in accordance with the applicable laws and regulations to establish facts, or to determine that communications using our systems are relevant to our business, or to comply with laws or regulatory practices and procedures.

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Any confidential or commercially sensitive information relating to us, or our services is provided to you, and you may not disclose it or refer us or to our advice in any public documents or communication, without prior written consent. You agree that we are authorised to disclose that you are the client.

No party shall use any other party's confidential information for any purpose other than to exercise its rights and perform its obligations under or in connection with this contract.

Documents, copyright and communications

Subject always to the provisions of Data Protection and Compliance with the Notaries Practice Rules, we will always store your file (electronically or otherwise) for such time as we judge reasonable in view of the law and any applicable regulations, after which we may destroy it.

Unless we agree otherwise, the copyright in the original materials which we generate for you belongs to us. Subject to payment of our fees for that material, you are permitted to make use of those materials only for the purposes for which they are created.

We may communicate with you by email, except to the extent that you instruct us not to do so. We accept no responsibility for any claims, costs, damages, losses, awards or other liability incurred by or made against you and arising directly or indirectly as a result of the use of electronic communications.

You may wish to store data or documents relating to you, your matter or third parties on a remote storage system on the Internet (cloud computing system). We have no control over data or documents stored in this manner and therefore do not accept liability for any loss suffered by you or any third party resulting from the use of the cloud computing system, including but not limited to viewing documents on the system and transferring documents between the cloud computing system and our computer systems and the security of such documents.

Any reference in these terms to "writing" shall include email.

Data Protection and compliance with the Notaries Practice Rules

Controller or Data Controller shall have the meaning set out in the Data Protection Legislation.

Data Protection Law means the GDPR and any UK statute which implements any provisions of the same.

Data Protection Legislation means all applicable data protection and privacy legislation, regulations, guidance and codes of practice, including:

- The Data Protection Law and the Privacy and Electronic Communications (EC Directive) Regulations.
- Any secondary legislation pursuant to the Data Protection Law.
- Any national implementing laws, regulations and secondary legislation, as amended or updated from time to time, in the UK in respect of any of the foregoing; and

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- Any guidance or codes of practice issued by Working Party 29, the European Data Protection Board or the Information Commissioner from time to time (all as amended, updated or enacted from time to time).

Data Subject shall have the meaning set out in the Data Protection Law.

- GDPR means Regulation (EU) 2016/679 (or the General Data Protection Regulation).
- Personal Data shall have the meaning set out in the Data Protection Law.
- Processing shall have the meaning set out in the Data Protection Law (and Process and Processed shall be construed accordingly).
- Processor or Data Processor shall have the meaning set out in the Data Protection Law.

Each party shall comply with all applicable requirements of the Data Protection Legislation. This is in addition to, and does not relieve, remove or replace, a party's obligations under the Data Protection Legislation.

Neither party shall through its acts or omissions place the other party in breach of any Data Protection Legislation.

The parties acknowledge that for the purposes of the Data Protection Legislation, you are the Data Controller and Raj A Padhiar Notary Public Services Limited is the Data Processor. For the purposes of providing Services to you, Raj A Padhiar Notary Public Services Limited will undertake the following processing.

- Scope: processing client data, and documents containing the same, for the delivery of the agreed services;
- Nature: copying and producing documents containing personal data for the purpose of notarisation, legalisation and transaction; storing documents for evidential and/or regulatory purposes and/or as otherwise reasonably required by the client relationship.
- Purposes of processing; providing the Services pursuant to this contract and any other agreement which you have entered into with us.
- Duration of the processing; the duration of the matter in question and, depending on the type of instruction you have requested, documents containing personal data will be archived as follows;
 - I. Public form notarial documents will be archived for an indefinite period of time.
 - II. Private form documents, correspondence and associated emails and ID documents will be archived for a period of 13 years from the date of completion of the instruction.

Types of personal data to be processed by Raj A Padhiar Notary Public Services Limited.

- Name, passport information, marital status and dependents, gender, employment details, correspondence relating to your instruction(s), date and place of birth, bank account details, National Insurance Number and other tax details, and demographic information such as postcodes, addresses and/or contact details of employees, officers or other individuals acting on your behalf; and

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- Names, passport information, marital status, gender, date of birth, employment details, addresses and/or contact details of any individuals with whom you might be doing business and therefore whose details are stated in documents we notarise, translate or legalise.

Types of special categories of personal data (or sensitive personal data) to be processed by Raj A Padhiar Notary Public Services Limited.

- I. Sexual orientation;
- II. Biometric data;
- III. Religious belief; and
- IV. Health information;

Categories of data subject.

- I. You as our individual client;
- II. Employees, officers or other individuals acting on your behalf;
- III. Individuals with whom you might be doing business and therefore whose details are stated in documents we notarise, translate or legalise.

We shall treat any personal data we collect from you, or anyone acting on your behalf, in accordance with our privacy policy.

Without prejudice you will ensure that you have all necessary appropriate consents and notices in place to enable lawful transfer of the Personal Data to Raj A Padhiar Notary Public Services Limited for the duration and purposes of the matter envisaged by this contract and accordingly, you confirm that you are authorised to share Personal Data with us. You shall be solely responsible for bringing our current privacy policy to the attention of anyone whose Personal Data we may process on your behalf.

Without prejudice Raj A Padhiar Notary Public Services Limited shall in relation to any Personal Data Processed in connection with its performance of its obligations under this contract:

- Process that Personal Data only on your written instructions unless Raj A Padhiar Notary Public Services Limited is required to process such Personal Data otherwise by the law of the United Kingdom applicable to Raj A Padhiar Notary Public Service Limited (Applicable Laws). Where Raj A Padhiar Notary Public Service Limited is relying on Applicable Laws as the basis for Processing Personal Data, Raj A Padhiar Notary Public Service Limited shall promptly notify you of this before performing the Processing required by the Applicable Laws unless those Applicable Laws prohibit Raj A Padhiar Notary Public Services Limited from so notifying you.
- Ensure that it has in place appropriate technical and organisational measures to protect against unauthorised or unlawful Processing of Personal Data and against accidental loss or destruction or damage to, Personal Data, appropriate to the harm that might result from the unauthorised or unlawful Processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting Personal

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Data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it).

- Ensure that all personnel (including, without limitation, employees) who have access to and/or Process Personal Data are legally obliged to keep the Personal Data confidential.
- Not transfer any Personal Data outside of the European Economic Area unless your prior written consent has been obtained and the following conditions are fulfilled.
 - I. You or we have provided appropriate safeguards in relation to the transfer.
 - II. The Data Subject has enforceable rights and effective legal remedies.
 - III. Raj A Padhiar Notary Public Services Limited complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred; and
 - IV. Raj A Padhiar Notary Public Services Limited complies with reasonable instructions notified to it in advance by you with respect to the Processing of Personal Data.
 - V. Assist you, at your cost, in responding to any request from a Data Subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators; and otherwise to comply with your obligations under the Data Protection Legislation to respond to requests from Data Subjects or exercise of the rights of Data Subjects or information mandated to be provided to Data Subjects.
 - VI. Notify you with undue delay, and in any event within 48 hours of the point at which Raj A Padhiar Notary Public Services Limited becomes aware of the same, of any Personal Data breach or other security incident affecting or relating to Personal Data.
 - VII. At your written direction, delete or return Personal Data and all copies thereof to you on termination of the contract or at any other time unless required by Applicable Law to store the Personal Data; and
 - VIII. Maintain complete and accurate records and information to demonstrate its compliance with this and relevant provisions of the Data Protection Legislation and allow for and cooperate with reasonable audits including, without limitation, inspections by you or your designated auditor.

Unless you notify an objection to us within fourteen (14) days of receipt of notice pursuant to this clause, you consent to our appointing sub-processors as may be notified to you from time to time as third-party processors of Personal Data under this contract. We confirm that we have entered into or (as the case may be) will enter into a written agreement with the third-party processor, which agreement shall contain provisions which comply with the Data Protection Legislation and which, in any event, are no less onerous than those imposed as between you and us, we shall remain fully liable for all acts or omissions of any third-party processor we appointed.

We shall store copies of your passport and other Personal Data cited in the Notaries Practice Rules 2019 in accordance with all requirements listed therein.

General Circumstances beyond our control

RAJA.PADHIAR

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We shall not be in breach of this contract, nor liable for delay in performing, or failure to perform, any of our obligations under this contract, if such delay or failure result from events, circumstances or causes beyond our reasonable control. In such circumstances the time for performance shall be extended by a period equivalent to the period during which performance of the obligation has been delayed or failed to be performed. If the period of delay or non-performance continues for 4 weeks, you may terminate this contract by giving 7 days written notice to us.

We are not financially liable to you, and you agree that we are not financially liable to you, for any delays or misplacement or loss during the return delivery of your items, that is caused wholly by third-party delivery agents and courier companies, otherwise reasonably engaged by us in good faith on your behalf, for the safe return of your items, e.g. loss causes by Royal Mail including the Royal Mail next day Special Delivery Service, Post Office, DHL, FEDEX, UPS, Couriers, etc.

Anti-Money Laundering and Risk Assessment

We must, as a matter of law and good practice, verify your identity, the identity of any beneficiaries or beneficial owners, and sometimes of other people associated with your matter.

Proof of identity

It will help us to progress your matter quickly if you would please produce as soon as possible.

- Your passport or photographic drivers' licence, and
- A recent utilities bill or mortgage statement relating to your home and showing both your name and address.
- Please bring your original documents when attending your appointment. We will take copies and return the originals to you. If you do not have any of these documents, please contact us before your appointment and ask us what other documentation may be acceptable.
- We cannot act for you or proceed your matter without receiving acceptable proof of your identity.

Verifying your identity (ID)

We use an online electronic identity verification system to check the information that you give is against various data sources. The service provider has access to information from various agencies and organisations. A record of this process will be kept that may be used to help other companies to verify your identity. A footprint will be logged on your credit file. This is harmless information and will not affect your ability to obtain credit. We may also pass information to organisations involved in fraud and/or money laundering protection. If you supply false or inaccurate information and we suspect criminal activity and/or money laundering, we will record this and share it with other organisations. By providing your continued instructions you are consenting to us carrying out this online ID check.

Please note that we charge a disbursement fee of £5 per person and/or per company for arranging this search but we will not charge you for the cost of the search itself. It provides an extra layer of security for our clients.

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Release of your documents only after payment of your invoice

You agree that both (1) your original documents and (2) electronic copies of your documents will not be released to you, in either paper or electronic form by email, until such time as our invoice has been paid in full by you.

Unpaid Invoices

We require our invoices paid no later than 7 days after the date they are issued. In some circumstances payment made be requested earlier in which case we will advise you in advance.

If any invoice owed to us remains outstanding for more than 7 days, we reserve the right to charge interest on the outstanding amount (including VAT and any out of pocket expenses) from the date of our invoice at 8% per annum above the Bank Of England base rate from time to time together with compensation per invoice. Compensation for non-payment of bills will include compensation commensurate to the costs of instructing third parties to complete debt recovery or our own costs in completing debt recovery.

We will also be entitled to cease acting on your behalf and to retain all documentation and papers belonging to you, together with our own records, until all amounts that you owe to us are paid.

If a debt collection company is instructed to assist with the recovery of fees owing, for an unpaid invoice, you agree to pay the reasonable fees of the debt collection company, in addition to the original sum owing for the unpaid invoice together with interest. A typical charge levied by a debt collection company fee is between 25% to 35% of the original invoice and you agree that is a reasonable addition charge for debt collection work relating to an unpaid invoice.

Liability for payment of our invoices

It is important that you understand, that if you contact us requesting notarial services, that you will be primarily responsible, in a personal capacity as a private individual, for paying our bills.

If you instruct us on behalf of a company, partnership or other entity (whether already formed or to be formed in due course), and our bill is addressed to that entity, you will be personally responsible for payment of our charges, disbursements and VAT at 20% as principal, if that entity does not pay us promptly.

If arrangements are made for a third party to pay any of our fees or disbursements and VAT, you remain responsible for the payment to the extent that the third party does not pay our bill in full. This includes but is not limited to, any case in which we have been instructed by our insurers to represent you under a policy of insurance.

In some cases and transactions, you may have privately agreed with a third party, that payment of our costs is paid by that third party. It is important that you understand that in circumstances, where the other person or party does not pay all of the charges and expenses which incur with us, liability for our invoices or any portion of an unpaid invoice, remains with you. You will have to pay our charges and expenses in the first instance.

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