

# Jasmin Bonello Notary Public

## Terms of Business

### 1. Introduction

1.1 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. The international duty of a Notary involves a high standard of care toward both their client, and also anyone who may rely on the document as well as Governments or officials of other countries.

1.2 I, Jasmin Bonello, am a Notary Public. My notarial practice is regulated through the Faculty Office of the Archbishop of Canterbury. All notarial work is undertaken set out on these Terms of Business and is separate and distinct from my work as a solicitor and Partner at Proelium Law and is separately regulated. You can however contact me through Proelium Laws number by calling at 02038757422.

### 2. Why a Notary?

2.1 A notary is required to independently witness and authenticate legal documents and transactions, in particular when they need to be submitted to authorities overseas. Notarisation confirms the authenticity of signed documents, ensuring that they are fully compliant with the requirements in the relevant jurisdiction. The certification by a notary can also be needed to confirm the authenticity of copied documents, such as passports or utility bills.

2.2 I offer appointments during business hours and occasionally outside of business hours in exceptional circumstances. I am also prepared to make home visits or visit corporate clients at their place of business. If the notarial appointments take place outside of my office, I will make an additional charge to cover travelling time and expenses.

2.3 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** advise you about the transaction itself.

### 3. Means of Communication

3.1 My usual office hours are 0900 hrs to 1730 hrs Monday to Friday. You can contact me via + 44 20 3875 7422 or by the mobile number or email outlined within your Client Engagement Letter. You can also send an email to [notary@proeliumlaw.com](mailto:notary@proeliumlaw.com) at anytime.

3.2 We shall communicate with you in what we consider to be the most appropriate manner in the circumstances, whether that is by email, telephone, post or by text message, and always in plain English. However, if you would prefer that we communicate with you in a particular way, e.g. by email or by post to a particular address or by letters marked "private and confidential", please let us know.

3.3 Communication by e-mail is not secure unless it is encrypted. We do not routinely encrypt e-mails and, as such, they are potentially vulnerable to interception by third parties. Whilst we are happy to use e-mail you understand that the confidentiality of any e-mail communication cannot be guaranteed. We are able to provide secure means of communication via encrypted email systems if required, please let us know if you prefer to use this method.

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3.4 If you ask me to begin work during the cancellation period, you can still cancel but you must pay me an amount in proportion to the work which I have performed, and this proportion will not be reimbursed to you.

#### **4. Before our meeting**

4.1 I will normally witness your signature. Please ensure you do not sign any document in advance of your appointment with me.

4.2 It will save time, expense and mistakes if, as long before the appointment as possible, you can let me have the originals or photocopies of:

- (a) The documents to be notarised;
- (b) Any letter or other form of instruction which you have received about what has to be done with the documents;
- (c) Your evidence of identification.

4.3 I will need you to bring with you formal identification including originals of:

- (a) Your current passport (or, if not available) a current new driving licence (with photo) or national identity card; AND
- (b) a utility bill, credit card or bank statement showing your current address which should not be more than 3 months old or council tax bill

4.4 If neither of the above are available, at least two of the following with a minimum of one from each category

- (a) A current government or police issue certificate bearing a photo or other formal means of identification;
- (b) A utility bill, credit card or bank statement showing your current address which should not be more than 3 months old or council tax bill.

4.5 You must also bring any other means of ID which may be referred to in the papers sent to you as being required, such as a foreign Identity Card. I may also ask to see further evidence of identity such as marriage certificates but will advise you of this if necessary.

4.6 In a case where the name on the document is different from the name you are currently using, or there has been a variation in the form of spelling of the name over the years, please provide me as appropriate with Certificates of Birth, Marriage or Divorce Decree or Change of Name Deed showing all the different names that you use. If there has been a change of name, then I will need to see a copy of the Deed Poll or Statutory Declaration which dealt with it.

4.7 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 with any point of difficulty before attending on the appointment.

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- 4.8 In each case:
- (a) Evidence of identity of the authorised signatory (as listed above).
  - (b) A copy of the current letterhead (showing the registered office if it is a company).
  - (c) A Letter of Authority, Minute, Resolution or Power of Attorney, authorising you to sign the document.
- 4.9 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 be carrying out various company searches, which may have an effect on the level of fees charged.
- 4.10 Additionally, partnerships, clubs etc: A Partnership Agreement, relevant Trust Deed, Charter or Constitution/Rules.

## 5. The Documents

- 5.1 It is essential that you understand what you are signing.
- 5.2 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.
- 5.3 If you arrange for a professional translation, the translator should add his/her name, address, relevant qualification, and a certificate stating: **“Document X is a true and complete translation of document Y, to which this translation is attached.”**
- 5.4 If you and I cannot understand each other because of a language difficulty, we may have to make arrangements for a competent interpreter to be available at our interview and this may involve a further fee.

## 6. Notarial Charges and Expenses

- 6.1 If your matter is simple, I will endeavour to charge a fixed fee to include disbursements such as legalisation fees, postage, consular agent fees, courier fees, traveling expenses and translating costs.
- 6.2 For all non-contentious matters, we will aim to provide a fixed fee quotation. If we cannot provide a fixed fee at the outset we will endeavour, if possible, to provide an estimate of fees for the initial work required. For all contentious matters we will provide an estimate of fees for the initial work required. This will be provided at the outset. Please note that any estimate provided is not a guarantee of our fees, but an estimation of the fees and is provided to you in good faith and on a non-binding basis.
- (1) A fixed fee system is not appropriate for contentious matters as it is impossible to predict the length of time or level of work that may be required until the matter is resolved. Therefore, for contentious matters hourly rate charges are applicable. When advising on more complicated or contentious time-

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consuming matters, the fee will be based on my hourly rate of £245.00 +VAT (£294 inclusive of VAT) subject to a minimum fee of £150.00 +VAT (£180 inclusive of VAT) plus disbursements.

6.3 When assessing our fees, whether when quoting a fixed fee at the outset or when charging by hourly rate, we do so by reference to a number of factors such as the amount of professional time which we estimate we will need to spend on your matter, including but not limited to:

- (a) time spent on preliminary advice,
- (b) drafting and preparation time,
- (c) travelling time,
- (d) researching,
- (e) corresponding;
- (f) arranging legalisation;
- (g) meeting; and
- (h) record keeping.

6.4 Where the scope of work required of us is larger than initially anticipated and/or not covered either by such estimate or by a fixed fee quote provided, all additional work outside of the scope will be carried out in accordance with our hourly rates or in relation to fixed fee matters, an additional fixed fee. This may happen where, for example, there are:

- (a) Additional documents to be notarised;
- (b) Additional translations or legalisations need to meet the requirements of the receiving jurisdiction;
- (c) Third party fees are adjusted to reflect external prices;
- (d) additional office/telephone meetings/discussions;
- (e) variations to the initial instructions;
- (f) complications which was not or could not have been foreseen at the initial stage; and
- (g) any other change of circumstances.

6.5 Some documents require legalisation before they will be accepted for use in the receiving jurisdiction by obtaining an apostille through the UK Foreign and Commonwealth Office and, for some countries, additional legalisation is required through the relevant embassy or consulate.

6.6 The costs of legalisation will either be included in a fixed fee or if my bill is to be based on my hourly rate, details of the likely disbursements payable in addition will be explained to you at the outset wherever possible. Other typical examples of disbursements include, but are not limited to;

- (a) postage and courier costs,
- (b) travelling expenses,
- (c) copying charges; and

- (d) charges made by Registries for certified copies.
- 6.7 If I have to make any payments on your behalf such as legalisation fees, translator or interpreter fees, or other costs such as travelling expenses, I will notify you in advance and obtain your authority before incurring disbursements. Invoices for expenses and disbursements are payable on receipt.
- 6.8 Any quotation or estimate given by us shall not constitute an offer and is only valid for a period of 20 Business Days from its date of issue. We reserve the right amend any quotation or estimate given where the change has arisen due to an event outside of our control.
- 6.9 Payment can be made by bank transfer. Payment of my fee and disbursements is due when the document has been prepared which I may retain pending payment in full.

## **7. Typical Stages of a Notarial Transaction**

- 7.1 Each notarial matter is different and the requirements will vary from case to case, including whether the client is a private individual or a company. Some of the key stages are likely to include:
  - (a) Receiving and reviewing the documents to be notarised together with any instructions you may have received;
  - (b) Liaising with your legal advisors or other bodies to obtain the necessary documentation to deal with the document (e.g. information from Companies House or foreign registries, powers of attorney etc);
  - (c) Checking the identity, capacity and authority of the person who is to sign the document;
  - (d) If a document is to be certified, checking with the issuing authorities that the document/award is genuine. In the case of academic awards, this would entail checking with the appropriate academic institutions;
  - (e) Meeting with the signatory to verify their identity and to ascertain that they understand what they are signing and that they are doing so of their own free will and ensuring that the document is executed correctly;
  - (f) Drafting and affixing or endorsing a notarial certificate to the document;
  - (g) Arranging for the legalisation of the document as appropriate; and
  - (h) Arranging for the storage of copies of all notarised documents in accordance with the requirements of the Notarial Practice Rules 2019.

## **8. Data Protection**

- 8.1 In order to identify you and advise you, we are required to obtain and hold personal data on you. I am required to make an entry in a formal register, which is kept by me as a permanent record. I will also retain a copy of the notarized documentation with that record. Data collected as part as my notarial records is used solely for the purpose of meeting my professional legal responsibilities as a Notary

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Public. For full details of my Privacy Notice please see our website at <https://proeliumlaw.com/notarial-services/>

- 8.2 Your personal data may be viewed by a member of Proelium Law LLP for administrative purposes.
- 8.3 We process your data entirely in accordance with the Data Protection Act 2018 and more specifically the principles of data protection. We are also registered with the Information Commissioners Office (ICO) under reference number ZB425970 and you can search for me on the ICO website [here](#).
- 8.4 By accepting this Agreement, you are explicitly consenting to provide and authorize us to hold and use your personal data. If you do not consent to our holding your personal data, please let us know before accepting any Client Engagement letter. If during the course of the conduct of your matter, you decide to remove your consent to our holding your personal data, please contact me at [notary@proeliumlaw.com](mailto:notary@proeliumlaw.com)

## 9. Termination of service

- 9.1 You may terminate your instructions to us in writing at any time by providing reasonable written notice. All fees and disbursements incurred up to the date of termination will be charged.
- 9.2 We may decide to stop acting for you only where we have reasonable grounds to do so. For example:
- (a) where you fail to make payment of fees, expenses or disbursements or any payment on account; or
  - (b) where you fail to provide instructions when required; or.
  - (c) You are unable to satisfy the requirements under clauses 20.3 and 20.4 in respect of Money Laundering Regulations.

In this event a written notice of our intention with an explanation of the reasons will be provided.

- 9.3 If our instructions are terminated, we are entitled by law to retain your papers and documents if there is any money owing to us or there is any liability outstanding for which we remain without recourse.

## 10. Customer Cooling Off Cancellation Period – Consumer Regulations 2013

- 10.1 If you are a Consumer within the meaning of the Consumer Contracts (Information, Cancellation, and Additional Payments) Regulations 2013 (“Regulations”), the Regulations shall apply.
- 10.2 Where the Regulations 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.
- 10.3 You can cancel your contract within the cancellation period by giving me a clear statement to [notary@proeliumlaw.com](mailto:notary@proeliumlaw.com) and I will reimburse all payments received from you by the same method that you used, at no cost to you, without undue delay, and not later than 14 days after the day on which you inform me of the cancellation.

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## 11. Complaints

- 11.1 My notarial practice is regulated through the Faculty Office of the Archbishop of Canterbury whose details are:

The Faculty Office  
1, The Sanctuary  
Westminster London SW1P 3JT  
Telephone: 020 7222 5381  
Email: [Faculty.office@1thesanctuary.com](mailto:Faculty.office@1thesanctuary.com)  
Website [www.facultyoffice.org.uk](http://www.facultyoffice.org.uk)

- 11.2 If you are dissatisfied about the service you have received, please do not hesitate to contact me.
- 11.3 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. If you wish to complain to the Notaries Society, please write (but do not enclose any original documents) with full details of your complaint to:-

The Secretary of The Notaries Society  
PO Box 1023  
Ipswich  
IP1 9XB  
Email: [secretary@thenotariessociety.org.uk](mailto: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.

- 11.4 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 the date you first notified me that you were dissatisfied, make your complaint to the Legal Ombudsman, if you are not happy with the result:

Legal Ombudsman P O Box 6806  
Wolverhampton WV1 9WJ  
Tel : 0300 555 0333  
Email: [enquiries@legalombudsman.org.uk](mailto:enquiries@legalombudsman.org.uk)  
Website: [www.legalombudsman.org.uk](http://www.legalombudsman.org.uk)

- 11.5 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.
- 11.6 Please note that certain kinds of commercial entities are not eligible to make a complaint to the Legal Ombudsman – please refer to the Legal Ombudsman Scheme Rules or consult the Faculty Office.

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## 12. Insurance

In the interests of my clients, I maintain professional indemnity insurance at a level of at least £1,000,000.00 per claim.