

**ALICE GRACE TOOP**  
**NOTARY PUBLIC – ENGLAND & WALES**  
Everdene House, Deansleigh Road,  
Bournemouth, Dorset, BH7 7DU, England, U.K.  
+44(0)7780812793 / [alice@agt-notarypublic.co.uk](mailto:alice@agt-notarypublic.co.uk)

## TERMS OF BUSINESS

### 1. Introduction

Alice Grace Toop Notary Public is the trading name of AGT NOTARY PUBLIC LIMITED, a private limited company registered in England with company number 15470340 and with registered office at 10 The Gables, 12-14 Manor Close, Ferndown, Dorset, United Kingdom, BH22 9FH (“the Notary Practice”).

The sole director and sole shareholder of the Notary Practice is Alice Grace Toop, who is a notary public.

The Notary Practice is the provider of notarial services and, for the avoidance of any doubt, your contract is with the Notary Practice (AGT NOTARY PUBLIC LIMITED, company number 15470340) and is **not** with Alice Grace Toop in her personal capacity.

These terms of business, together with the Notary Practice’s data protection policy and privacy notice displayed on the Notary Practice’s website (together referred to a “these Terms”), apply to all notarial matters and any ancillary and incidental services which the Notary Practice carries out.

Your instructions or, as the case may be, your continuing instructions will amount to your acceptance of these Terms.

Please let the Notary Practice know if you require any explanation or have any questions relating to these Terms.

### 2. Notarial Services and Regulatory Information

The service provided by the Notary Practice is that of a notary public carrying out all permitted notarial activities including, where appropriate, arranging legalisation of documents and sending them to their final destination. An essential part of a notary’s role is to maintain and keep records.

The Notary Practice is regulated through the Faculty Office of the Archbishop of Canterbury:

The Faculty Office  
1, The Sanctuary  
Westminster  
London SW1P 3JT

Telephone: 020 7222 5381  
Email: [Faculty.office@1thesanctuary.com](mailto:Faculty.office@1thesanctuary.com)  
Website: [www.facultyoffice.org.uk](http://www.facultyoffice.org.uk)

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### **3. Why a notary?**

It is almost always the case that you have been asked to see a notary because you have a document that needs to be used abroad. Seeing a notary is never a mere rubber-stamping exercise. The international duty of a Notary involves a high standard of care. This is not only towards the client but also to anyone who may rely on the document and to Governments or officials of other countries. These people are entitled to assume that a Notary will ensure full compliance with the relevant requirements both here and abroad; and to rely on the Notary's register and records. Great care is essential at every stage to minimise the risks of errors, omissions, alterations, fraud, forgery, money laundering, the use of false identity, and so on.

### **4. Typical stages of a notarial transaction**

Each notarial matter is different and the requirements and timescales will vary greatly according to whether the client is a private individual or a company and in particular according to the processing times of third parties such as the Foreign and Commonwealth Office, legalisation agents, translating agencies and couriers, etc.

Some of the typical key stages are likely to include:

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

### **5. Your responsibilities**

You will need to:

- Provide clear instructions and full and accurate information to enable the Notary Practice to carry out your instruction.
- Provide all information and documents of which you are aware and which relate to your instruction.
- Keep the Notary Practice informed in sufficient time of all deadlines.
- Provide cleared funds when required for payment of my fees and disbursements.

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## **6. The Notary Practice's work for you**

The Notary Practice's aim is that your document(s), as executed and formalised, will be acceptable in the recipient country. The Notary Practice will need to receive or see instructions regarding the requirements of the recipient country from external advisors or other professionals instructed by you directly or to whom you direct the Notary Practice.

As a notary public, Alice is unable to provide any legal advice. Although Alice may be able to provide general guidance on likely requirements for the authentication of your document(s), Alice cannot and will not advise on foreign law, nor on your transaction or the contents or legal effect of the document(s) you sign. If you require legal advice on your document(s), you must consult your own legal adviser specialising in the law of the jurisdiction of the recipient country.

In addition, the Notary Practice cannot and does not take any responsibility for the notarised document being in the correct form or otherwise being acceptable in the receiving jurisdiction.

The Notary Practice will, where possible, liaise with any foreign lawyer you have instructed and the Notary Practice will rely on them to advise on the correct form of the document and on any formalities attaching to its execution.

If you have not engaged a lawyer in the jurisdiction where the notarised document is going to be used then the Notary Practice strongly advises you to do so.

The Notary Practice will not be liable if the document is rejected in the receiving jurisdiction.

The Notary Practice strongly recommends you to get a scanned copy of the notarised document checked and approved by a lawyer or representative in the receiving jurisdiction immediately after Alice notarises the document. If there are any issues, please let the Notary Practice know immediately.

If you have asked the Notary Practice to obtain an apostille / legalisation on the notarised document, or if you are planning to obtain an apostille / legalisation on the notarised document yourself, the Notary Practice strongly recommends you to get a scanned copy of the notarised document checked and approved by a lawyer or representative in the receiving jurisdiction before asking the Notary Practice to send the notarised document away for the apostille / legalisation, or before sending the notarised document away for the apostille / legalisation yourself. This is to avoid you paying for an apostille / legalisation only to later be told by a lawyer or representative in the receiving jurisdiction that there is an issue with the notarised document.

The Notary Practice must be satisfied as to your identity and residential address, your legal capacity, your authority (e.g. when acting on behalf of a corporate body, an estate or trust or as an attorney under a power of attorney) and your understanding, approval of and intention to become bound by the document(s).

The Notary Practice must be satisfied that you sign voluntarily, that no fraud or duress is involved and that any required formalities under the law of England & Wales are observed.

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## **7. Hours of Business**

The Notary Practice can be contacted by email or telephone during my normal office hours (09:00 to 17:00 Monday to Friday inclusive).

The Notary Practice will not be contactable on all bank holidays and occasionally during other times such as over the Christmas period.

## **8. Appointments**

The Notary Practice offers appointments during business hours and occasionally outside of business hours in exceptional circumstances. The Notary Practice can arrange home visits or visiting corporate clients at their place of business in some circumstances. If the notarial appointments take place away from the office of the Notary Practice then the Notary Practice will make an additional charge to cover travelling time and expenses.

Occasionally the Notary Practice may not be able to see you within the timeframe you require, or may decide that it is not able to act for you in which case the Notary Practice will advise you that that is the case and will provide you with the necessary information to locate an alternative notary.

## **9. Signatures**

In most circumstances Alice will need to witness your signature. Please do not sign the document in advance of your appointment with Alice.

## **10. Papers to be sent to the Notary Practice in advance**

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

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

## **11. Identification**

As an absolute minimum requirement, the Notary Practice will need you to produce by way of formal identification the original of (in preferred order):

- Your current passport (or, if not available);
- A current new driving licence (with photo) or national identity card;

If neither of the above are available, at least **two** of the following

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- A current government or police issue certificate bearing a photo or other formal means of identification;
- 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;

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.

The Notary Practice may also ask to see further evidence of identity such as marriage certificates etc and will advise you of this if necessary.

In most cases, the Notary Practice will need you to send to me copies of all of your relevant identification in advance of our meeting. You will always need to produce your original identification at the meeting.

#### Politically exposed persons

The Notary Practice is required to check if you, or anyone connected with you, might be a “politically exposed person” (known as a “PEP”). If so, the Notary Practice have to take extra anti-money laundering precautions.

Examples of PEPs are persons who now or in the recent past have held a prominent public function in any country, for example: member of parliament, member of the governing body of a political party, appeal court judge, member of the court of auditors or the board of a central bank, diplomat or high-ranking officer in the armed forces, member of the administrative, management or supervisory body of a State-owned enterprise, senior officer or director of an international organisation and head of state, head of government, minister or deputy or assistant minister.

If you or a member of your family (your spouse or civil partner / your parents, or the parents of your spouse or civil partner / your children) or a close associate of yours (someone with whom you have close business relations / someone with whom you have joint beneficial ownership of a legal entity or a legal arrangement (like a company or trust) / someone for whose benefit a legal entity or a legal arrangement has been set up, in respect of which you have sole ownership) currently holds or has held in the recent past (certainly in the past 12 months) such a function then please let the Notary Practice know immediately.

#### **12. Proof of names**

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 the Notary Practice 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 the Notary Practice will need to see a copy of the Deed Poll or Statutory Declaration which dealt with it.

#### **13. Written Translations**

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It is essential that you understand what you are signing.

If the document is in a foreign language which you do not understand sufficiently, the Notary Practice may have to insist that a professional translation be obtained. If the Notary Practice arranges for a translation, a further fee will be payable and it will provide you with details of this.

If you arrange for a professional translation, the translator should add his/her name, address, relevant qualification, and a certificate stating: *“Document X is a true and complete translation of document Y, to which this translation is attached.”*

#### **14. Oral Interpreter**

If you and Alice cannot understand each other because of a language difficulty, the Notary Practice may have to make arrangements for a competent interpreter to be available at the meeting and this may involve a further fee.

#### **15. Companies, Partnerships etc**

If a document is to be signed by you on behalf of a company, a partnership, a charity, club or other incorporated body, there are further requirements on which the Notary Practice may have to insist.

The Notary Practice will need to verify the existence, constitution and any registration of that body and your authority to represent it. If the Notary Practice is not satisfied with regard to any of these aspects then the Notary Practice may refuse to undertake the instruction.

Please be prepared for these and telephone with any point of difficulty before attending on the appointment.

In each case, the Notary Practice will need to see:

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

Additionally, companies: Certificate of Incorporation and of any Change of Name, a copy of the Memorandum and Articles of Association, Details of Directors and Secretaries. In all instances I will be carrying out various company searches, which may have an effect on the level of fees charged.

Additionally, partnerships, clubs, etc: A Partnership Agreement; or relevant Trust Deed; or Charter; or Constitution/Rules.

#### **16. Legalisation**

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.

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It is your responsibility to check whether your document requires legalisation. If it does, you must inform the Notary Practice if you want the Notary Practice to obtain legalisation on your behalf.

If you do instruct the Notary Practice to obtain legalisation on your behalf then the Notary Practice will instruct an agent to assist with the legalisation process.

The Notary Practice will advise you of the likely timescales involved in obtaining legalisation, the fee that the Notary Practice will charge for Alice's time in dealing with this and any disbursements which are likely to include one or more of the following: agents fees, UK Foreign & Commonwealth Office fees, embassy fees, postage and courier fees.

### **17. Notarial charges and expenses**

General details of the Notary Practice's charges are set out below.

However, the Notary Practice always requests sight of the documents where possible (together with any related instructions sent to you) before providing a specific quote.

Please note that if the Notary Practice has to make payments on your behalf such as legalisation fees, translator or interpreter fees, or other costs such as travelling expenses, your approval to these will be obtained and you are normally required to make payment in advance of any such amounts.

#### Charges

If the matter is simple the Notary Practice 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. The Notary Practice's minimum notarial fee is £100 plus disbursements.

For more complicated or time-consuming matters the fee will be based on an hourly rate of £250 plus disbursements. The Notary Practice periodically reviews hourly rates to reflect various factors including increases in overhead costs and inflation. If a review is carried out before your matter is concluded then the Notary Practice will inform you of any change in my hourly rate.

The fee charged may include time spent on preliminary advice, drafting and preparation time, making and receiving telephone calls, correspondence written and received in all formats, arranging legalisation and record keeping.

The Notary Practice does not currently charge VAT.

#### Disbursements

In the course of acting for you the Notary Practice may need to incur various expenses, including UK Foreign and Commonwealth Office fees, consular/embassy fees, agents fees, travel costs, mileage allowance in accordance with HMRC's prevailing rate, postage charges, couriers' charges, bank charges and unusual stationery costs which will all be recharged to you.

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### General points

Occasionally unforeseen or unusual issues arise during the course of the matter which may result in a revision of the 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. The Notary Practice will notify you of any changes in the fee estimate as soon as possible.

When you instruct the Notary Practice jointly with others, the Notary Practice is entitled to look at any one or more of you to pay the whole of the charges and disbursements that you jointly incur.

The Notary Practice cannot be held responsible for any documents which may be lost in the post/courier. The Notary Practice also cannot guarantee postage / courier timescales.

Please note that once we have agreed an appointment date and time, if you cancel your appointment or fail to attend your appointment then you must pay to the Notary Practice an amount in proportion to the work which the Notary Practice has performed (which will be at least £75) and this proportion will not be reimbursed to you.

## **18. Payment**

The Notary Practice will send you a bill for charges and disbursements.

Payment can be made by bank transfer to the bank account of the Notary Practice.

The Notary Practice will supply its bank account details to you by post or by a PDF attachment to an email.

Due to increasing instances of fraud, before you transfer monies to the Notary Practice you must telephone the Notary Practice to confirm bank details over the telephone.

The Notary Practice's charges and disbursements are payable in advance and notarised documents will not be released until all charges and disbursements have been paid, in cleared funds, in full.

Should all or part of the Notary Practice's fees and disbursements remain unpaid, the Notary Practice reserve the right to charge interest at the interest rate prescribed by the Late Payment of Commercial Debts (Interest) Act 1998.

## **19. Notarial Records**

When the Notary Practice carries out work for you, it is required to make an entry in a formal register, which is kept by the Notary Practice as a permanent record. The Notary Practice will also keep copies of correspondence, all document(s) including the notarised document(s) and proof of your identity.

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## **20. Electronic Communication**

The Notary Practice may communicate with you by email, unless you instruct me in writing not to do so. Please note that because of the nature of email, the Notary Practice cannot guarantee its confidentiality. If you use email to contact the Notary Practice or if you inform it of your email address, I will assume that you accept this risk and you impliedly allow the Notary Practice to communicate to you by email. The Notary Practice will not encrypt my outgoing emails, unless you tell the Notary Practice to do so and it and you are able to agree and implement a mutually acceptable encryption method.

The Notary Practice accepts no responsibility for viruses or anything similar in any emails or any attachments originating from the Notary Practice. The Notary Practice also does not accept any responsibility for any changes to, or interception of, any email or any attachment after it leaves my information system.

## **21. Data Protection**

The Notary Practice is registered with the Information Commissioner's Office. Personal data received from clients is held securely and not capable of being accessed externally. Data collected as part of notarial records is used solely for the purposes of meeting our professional legal responsibilities as Notaries Public.

## **22. Insurance**

In the interests of its clients the Notary Practice maintains professional indemnity insurance at a level of at least £1,000,000.00 per claim.

## **23. Confidentiality**

Your affairs will be dealt with in strict confidence.

The Notary Practice will not disclose confidential data relating to you or your affairs to third parties in breach of its professional obligations of confidentiality unless the disclosure is authorised by you, is a necessary part of the work that the Notary Practice is undertaking for you or is required under the provisions of any applicable law or court order.

Please note that the Faculty Office has rights of inspection to ensure good practice and conduct.

The disclosure of information by the Notary Practice in good faith to any regulatory authority or Government agency (including, where required, the National Crime Agency) to comply with any statute, regulation or other requirement will not constitute a breach of confidentiality

In addition, under the Notarial Practice Rules 2019 any person with sufficient interest may request and be supplied with a copy of any notarial act. The disclosure of a notarial act by the Notary Practice to such a person will not constitute a breach of confidentiality.

## **24. Prevention of money laundering and terrorist financing**

The Notary Practice may be required by statute to make a disclosure to the National Crime Agency where it knows or suspect that a transaction may involve money laundering or terrorist financing. If the Notary Practice makes a disclosure in relation to your matter, it may not be able to tell you that a disclosure has been made. The Notary Practice may have to stop working on your matter for a period of time and may not be able to tell you why.

## **25. Liability**

The Notary Practice's liability to you on any basis (including, but not limited to, loss of property or any financial loss or liability (including, but not limited to, damages, costs and interest)) to you or other parties, whether in contract, tort (including negligence) or otherwise, is (except in relation to personal injury or death) in relation to a particular matter or transaction limited to £1,000,000.

If you commence proceedings against the Notary Practice for loss or damage and there is another party who is liable (or potentially liable) to you in respect of the same loss or damage, then the Notary Practice's liability will be reduced by any amount which it would have been able to recover from the third party by indemnity or contribution or otherwise but cannot recover because of any indemnity, exclusion or other agreement made by you. You will (if the Notary Practice so requests) in any event join them into the proceedings. This is subject to any legal prohibition against you joining them in any way.

The Notary Practice will not be liable for any consequential, special, indirect or exemplary damages, costs or losses, or any damages, costs or losses attributable to lost profit or opportunity.

The Notary Practice will not be liable in relation to any losses or delays caused as a result of using the services of third parties.

Where the Notary Practice agrees to send documents to third parties on your behalf, it will use either first class, special or recorded post or an international courier as may be agreed with you. The Notary Practice is not liable for any delay or the failure to deliver or mis-delivery by any postal service or courier. The Notary Practice cannot pursue postal or courier services for delayed delivery.

## **26. Termination / Your Right to Cancel**

You may terminate your instructions to the Notary Practice at any time by giving it reasonable written notice. All fees and disbursements incurred up to the date of termination will be charged.

### Consumer Cooling Off Cancellation Period – Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 (“CCR”)

Where the CCR apply (typically where you are an individual consumer and the Notary Practice's contract with you was concluded either at or following a meeting with you off premises or by a form of distance communication) you have a cancellation period of 14 days after the date you

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sign the Notary Practice's retainer letter or the date on which you continue to give the Notary Practice instructions, whichever is earlier, unless you have asked the Notary Practice to start working during the cancellation period.

To exercise your right to cancel, you must inform the Notary Practice of your decision to cancel by a clear statement (e.g. a letter sent by post or email) or you can use the attached cancellation form. To meet the cancellation deadline, it is sufficient for you to send your communication concerning the exercise of the right to cancel before the cancellation period ends.

If you exercise your right to cancel within the cancellation period and you have not asked the Notary Practice to start work during the cancellation period, the Notary Practice will reimburse to you all payments received from you, without undue delay, and no later than 14 days after the day on which you informed the Notary Practice of your decision to cancel the contract. The Notary Practice will make the reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise, in any event, you will not incur any fees as a result of the reimbursement.

If you ask the Notary Practice to begin work during the cancellation period, you will not lose your right to cancel during the cancellation period. However, if you do cancel during the cancellation period then you must pay to the Notary Practice an amount in proportion to the work which the Notary Practice has performed and this proportion will not be reimbursed to you.

Please note that once we have agreed an appointment date and time, if you cancel your appointment or fail to attend your appointment then you must pay to the Notary Practice an amount in proportion to the work which it has performed (which will be at least £75) and this proportion will not be reimbursed to you.

You will, however, lose the right to cancel and will have to pay in full once the contract has been fully performed (i.e. the Notary Practice completes the work) even if this happens within the cancellation period.

## **27. Termination by the Notary Practice**

The Notary Practice reserves the right to terminate its engagement by you if it has good reason to do so, for example, if you do not pay a bill or comply with its request for a payment on account or you fail to give the Notary Practice the co-operation which it is reasonably entitled to expect.

## **28. Complaints**

1. The notarial practice is regulated through the Faculty Office of the Archbishop of Canterbury:

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

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

3. If we are unable to resolve the matter you may then complain to the Notaries Society of which Alice Grace Toop is 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  
P O 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 contact 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 the Notary Practice 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](mailto:enquiries@legalombudsman.org.uk)  
Website : [www.legalombudsman.org.uk](http://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.

## **29. Equality and Diversity**

The Notary Practice is committed to promoting equality and diversity in all of its dealings with clients and third parties.

## **30. Contract (Rights of Third Parties) Act 1999**

No third party is intended to have any rights to enforce or rely on these Terms under the Contracts (Rights of Third Parties) Act 1999.

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### **31. Law and Jurisdiction**

These Terms are governed by the law of England & Wales and any dispute or legal issue arising from these Terms will be considered exclusively by the courts of England & Wales.

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*If you have a right to cancel under The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 (“Cancellation Regulations”) you may use this form which is as set out in Part B of Schedule 3 of the Cancellation Regulations to cancel your contract with AGT NOTARY PUBLIC LIMITED within the applicable cancellation period.*

**Model cancellation form**

**To:** AGT NOTARY PUBLIC LIMITED (company number 15470340)  
**Post:** Everdene House, Deansleigh Road, Bournemouth, Dorset, BH7 7DU,  
England, U.K.  
**Email:** [alice@agt-notarypublic.co.uk](mailto:alice@agt-notarypublic.co.uk)

I/We [\*] hereby give notice that I/We [\*] cancel my/our [\*] contract of sale of the following goods [\*]/for the supply of the following service [\*],

Ordered on [\*/received on [\*],

Name of consumer(s),

Address of consumer(s),

Signature of consumer(s) (only if this form is notified on paper),

Date:

[\*] Delete as appropriate

Alice Grace Toop Notary Public is the trading name of AGT NOTARY PUBLIC LIMITED which is a private limited company registered in England with company number 15470340 14

Regulated through the Faculty Office of the Archbishop of Canterbury

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