

Stuart Michael Francis Downey

Notary Public

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VISITING A NOTARY PUBLIC AND MY TERMS OF BUSINESS

1. ***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.

2. ***Appointments*** : I offer appointments during business hours and occasionally outside 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. Occasionally I may not be able to see you within the timeframe you require, or I may decide that I am not able to act for you in which case I will advise you that that is the case and will provide you with the necessary information to locate an alternative notary.

3. ***Signatures*** : The Notary should normally witness your signature. Please do not sign the document in advance of your appointment with me.

4. ***Papers to be sent to me in advance*** : 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.

5. ***Identification*** : I will need you to produce by way of formal identification the originals of a document from each of list A and list B :-
List A
 - Your current passport or
 - A current new driving licence (with photo)List B
 - A utility bill, council tax bill or bank statement showing your name and current address which should not be more than 3 months old;

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 etc. and will advise you of this if necessary.

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6. ***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 me as appropriate with Certificates of Birth, Marriage or Divorce Decree of 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.

7. ***Advice on the document:*** If you bring a document to me for authorisation as a Notary, I will advise you as to the formalities required for completing it. However, I will not be attempting to advise you about the transaction itself.

8. ***Written Translations :*** It is essential that **you understand what you are signing**
 - a. 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.
 - b. 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.”**

9. ***Oral Interpreter:*** 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.

10. ***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 I may have to insist. Please be prepared for these and telephone with any point of difficulty before attending on the appointment.
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.

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 will 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.

11. ***Notarial charges and expenses :***

If the matter is simple, I will endeavour to charge on a fixed fee basis. This is £300 + VAT for the first document, and £60 + VAT each for the second and subsequent document(s) in the same visit.

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For more complicated or time consuming matters the fee will be based on my hourly rate of £350 + VAT per hour, and I will discuss this with you beforehand. 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 (see below) and record keeping.

My fees are subject to VAT.

Any necessary disbursements/legalisation fees/postage/consular agent fees/courier/travelling fees/translating costs will be in addition to this.

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 (“FCO”) and, for some countries, additional legalisation is required through the relevant embassy or consulate.

In the case where only an Apostille is required, I can obtain this for you at an additional fee of £75 + VAT.

If the matter is urgent, the Apostille can be expedited by using the FCO Premium Service. I will have to do this through legalisation agents. My fee would be £100 + VAT (plus courier fees, if necessary) and disbursements.

In the case of consular legalisation I would, again, have to do this through legalisation agents. My fee would be £100 + VAT (plus courier fees, if necessary) and disbursements.

Payment can be made by Cash / Cheque made payable to “TWM Solicitors LLP” / Card/ Bank Transfer. Payment of my fee and disbursements is due when the document has been prepared which I may retain pending payment in full.

Occasionally unforeseen or unusual issues arise during the course of 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.

12. **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:
- 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)

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- 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
- h. Arranging for the storage of copies of all notarised documents in accordance with the requirements of the Notarial Practice Rules 2019

- 13. *Notarial Records and Data Protection*** : When I carry out my work for you, I am required to make an entry in a formal register, which is kept by me as a permanent record. I will retain a copy of the notarised documentation with that record. My 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.

For full details of my Privacy Policy and Data Processing Terms please see my data protection privacy notice (below) and my data processing terms (available as a separate document)

You shall and you hereby agree to indemnify me and my affiliates and their officers, employees, agents and subcontractors (each an "**Indemnified Party**") from and against any claims, losses, demands, actions, liabilities, fines, penalties, reasonable expenses, damages and settlement amounts (including reasonable legal fees and costs) incurred by any Indemnified Party arising out of or in connection with any breach by you of the warranties included in paragraphs 8 & 9 of the data protection privacy notice (below)

- 14. *Insurance*** : In the interests of my clients I maintain professional indemnity insurance at a level of at least £1,000,000 per claim.

My insurance is arranged through TWM Solicitors LLP ("the Firm").

1. The following provisions set out the entire financial liability to you of myself and of the Firm, its members, employees, agents and sub-contractors (collectively "the Insured") in respect of :-
 - a. Any breach by the Insured of these terms and conditions; and
 - b. Any representation, statement or tortious act or omission including negligence by the Insured arising under or in connection with your instructions to me ("the Instructions")
2. All warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the Instructions.
3. Nothing in these terms and conditions:
 - a. Excludes or limits the liability of the Insured for:

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1. Death or personal injury caused by the Insured's negligence or fraudulent misrepresentation; or
2. Fraud or reckless disregard of the Insured's professional obligations to you;
- b. Shall limit the Insured's liability below the minimum amount to which liability can be restricted as prescribed by the Faculty Office, that figure currently being one million pounds.
4. Subject to sub-clause 3 and in consideration of the terms on which the I agree to provide my services to you (including the financial terms of this agreement and your rights to make a claim against the Firm itself) :-
 - a. You hereby agree to waive any and all claims of whatsoever nature against Third Parties;
 - b. The Insured's total professional liability arising in connection with the performance or contemplated performance of the Instructions or the giving of or failure to give legal advice shall be limited to £30,000,000 (THIRTY MILLION POUNDS). The qualifying insurer is Travelers Insurance Company Limited. Further details, including the full extent of its geographic application, can be obtained from our brokers Lockton Companies LLP, The St Botolph Building, 138 Houndsditch, London, EC3A 7AG
 - c. For the avoidance of doubt there shall be included in the amounts set out in sub-clause b all legal and other professional fees, costs and expenses that may be incurred by you in establishing and presenting any claim against the Insured; and
 - d. The Insured shall not be liable to you for any indirect or consequential loss or damage (whether for loss of profit, loss of business, depletion of goodwill or otherwise) or other claims for consequential compensation whatsoever or howsoever caused which arise out of or in connection with the Instructions.
5. *a. "Key Consultant"* means any professional adviser to you :-
 1. Including, without limitation, architects, surveyors, quantity surveyors, land agents, accountants, solicitors, barristers, brokers, bankers, corporate finance houses and financial advisers; but
 2. Excluding the Insured.*b.* Where a Key Consultant has acted also for you in connection with a matter, the Insured's liability to you shall be limited to the proportion of your loss and damage that it would be just and equitable to require the Insured to pay, having regard to the extent of the Insured's responsibility for that loss and damage, on the assumptions that each Key Consultant has :-
 1. Entered into an agreement with you containing a term requiring that Key Consultant to exercise reasonable skill, care and diligence in carrying out your instructions; and
 2. Paid to you the proportion of your loss and damage that it would be just and equitable to require it to pay, having regard to the extent of its responsibility for that loss and damage.
6. The Insured shall not be liable to you for any loss arising from, or connected with, our compliance with any statutory obligation we may have, or reasonably believe we may have, to report matters to the relevant authorities under the provisions of the money laundering and proceeds of crime legislation.
7. I routinely use email to communicate and, whilst I have normal levels of security in place, you accept the risk that e-mail communications may not be secure.
8. The price for carrying out all work in connection with the Instructions is determined

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on the basis of the exclusions from, and limitations of, liability contained in these terms and conditions. You expressly agree that these exclusions and limitations are reasonable because of the likelihood (among other matters) that the amount of damages which could be awarded to you for a breach by the Insured of these Terms and Conditions or otherwise as a result of a claim for professional negligence or other contractual liability may otherwise be disproportionate to the price for carrying out of all work in connection with the Instructions.

9. In the event that you are a consumer, your statutory rights are not adversely affected by these terms and conditions.
 10. If any part of this clause which seeks to limit liability is found by a court or other competent body to be void or ineffective on the grounds that it is unreasonable or does not accord with any statutory requirement or professional obligation, the remaining provisions shall continue to be effective.
15. **Termination/ Your Right to Cancel:** You may terminate your instructions to me at any time by giving me reasonable written notice. All fees and disbursements incurred up to the date of termination will be charged.

Consumer Cooling Off Cancellation Period –Consumer Contracts Regulations 2013 (“CCR”):-

Where the CCR apply (typically where you are an individual consumer and my contract with you was concluded either at or following a meeting with you or by a form of distance communication) you have a cancellation period of 14 days after the date you sign my retainer letter or the date on which you continue to give me instructions, whichever is earlier.

You can cancel your contract within the cancellation period by giving me a clear statement 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.

If you ask us 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.

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

17. **Complaints**

- a. My notarial practice is regulated through the Faculty Office of the Archbishop of Canterbury:

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

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- b. If you are dissatisfied about the service you have received please do not hesitate to contact me.
- c. 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.
- d. 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

- e. 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.
- f. Finally, even if you have your complaint considered under the Notaries Society Approved Complaints Procedure, you may at the end of that procedure, or after a period of 8 weeks from the date you first notified me that you were dissatisfied, make your complaint to the Legal Ombudsman, if you are not happy with the result :

Legal Ombudsman
P O Box 6167
Slough SL1 0EH
Tel : 0300 555 0333
Email : enquiries@legalombudsman.org.uk
Website : www.legalombudsman.org.uk

- g. 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.

I hope that these notes are of help to you in understanding what is expected of each of us.

Agreement: As confirmation that you have read these Terms and Conditions of Business, and understand and accept the basis on which I will act for you, please sign and date below and return it to me immediately

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This is an important document; please keep your copy in a safe place for future reference.

Signed: Dated:.....

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DATA PROTECTION PRIVACY NOTICE

1. The business of Stuart Michael Francis Downey of 65 Woodbridge Road, Guildford, GU1 4RD (“**Business**”, “**we**”, “**us**”, “**our**”). The Business is registered with the Information Commissioner’s Office (“**ICO**”) under number **ZA830603**.
2. If you have any questions about this privacy notice (“**Notice**”), please contact me by e-mail at stuart.downey@twmsolicitors.com.
3. The Business will process your and third parties’ personal data, as further explained below, in the course of providing you with notarial and associated services (“**Services**”).
4. We will let you know if we make any changes to this Notice from time to time. Your continued use of the Services after notifying such changes will amount to your acknowledgement of the amended Notice.
5. **PLEASE NOTE:** You shall and you hereby agree to indemnify the Business and its affiliates and their officers, employees, agents and subcontractors (each an “**Indemnified Party**”) from and against any claims, losses, demands, actions, liabilities, fines, penalties, reasonable expenses, damages and settlement amounts (including reasonable legal fees and costs) incurred by any Indemnified Party arising out of or in connection with any breach by you of the warranties included in paragraphs 8 & 9.

What is Personal Data?

6. “**Personal data**” means any information relating to an identified or identifiable natural person, known as ‘**data subject**’, who can be identified directly or indirectly; it may include name, address, email address, phone number, IP address, location data, cookies and similar information. It may also include “**special categories of personal data**” such as racial or ethnic origin, political opinions, religious or philosophical beliefs, or trade union membership, and the processing of genetic data, biometric data for the purpose of uniquely identifying a data subject, data concerning health or data concerning a natural person's sex life or sexual orientation.
7. The Business may process personal data and special categories of personal data which you provide in connection with the Services about yourself and other data subjects, e.g. individuals whose details are included in any materials provided by you to the Business. The Business may obtain information about you and other data subjects from third party service providers, such as due diligence platforms. If you use our online Services, the Business may collect information about your devices including clickstream data.
8. The provision of certain personal data is mandatory in order for the Business to comply with mandatory client due diligence requirements and consequently to provide the Services. You warrant on a continuous basis that such personal data is accurate, complete and up to date. Failure to comply may result in documents being rejected by the relevant certification authorities, held invalid in the destination country or other difficulty to successfully completing the Services.

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9. In relation to personal data of data subjects you warrant to the Business on a continuous basis that:
- (a) where applicable, you are authorised to share such personal data with the Business in connection with the Services and that wherever another data subject is referred to, you have obtained the explicit and demonstrable consent from all relevant data subjects to the inclusion and use of any personal data concerning them;
 - (b) to the extent this is required in connection with the Services, such personal data is accurate, complete and up to date; and
 - (c) either you provide your explicit consent and warrant that each data subject has provided explicit consent for the transfer of personal data to foreign organisations in connection with the Services as set out at paragraph 18, or that an alternative legal gateway for such transfer (such as transfer necessary for the conclusion or performance of a contract concluded in the interest of the data subject) has been satisfied.

How do we use your personal data?

10. The Business will only process personal data, in accordance with applicable law, for the following purposes:
- (a) **responding to your queries, requests and other communications;**
 - (b) **providing the Services**, including, where applicable, procuring acts from foreign organisations;
 - (c) **enabling suppliers and service providers to carry out certain functions on behalf of the Business in order to provide the Services**, including webhosting, data storage, identity verification, technical, logistical, courier or other functions, as applicable;
 - (d) **ensuring the security of the Business and preventing or detecting fraud;**
 - (e) **administering our Business**, including complaints resolution, troubleshooting of our website, data analysis, testing of new features, research, statistical and survey purposes;
 - (f) **developing and improving our Services;**
 - (g) **complying with applicable law**, including Notary Practice Rules, guidelines and regulations or in response to a lawful request from a court or regulatory body.

The legal basis for our processing of personal data for the purposes described above will typically include:

- processing necessary to fulfil a **contract** that we have in place with you or other data subjects, such as processing for the purposes set out in paragraphs (a), (b) and (b);
- processing necessary for our or a third party's **legitimate interests**, such as processing for the purposes set out in paragraphs (a), (b), (b), (d), (e) and (f), which is carried out on the basis of the legitimate interests of the Business to ensure that Services are properly provided, the security of the Business and its clients and the proper administration of the Business; and
- processing necessary for compliance with a **legal obligation** to which we are subject, such as processing for the purposes set out in paragraph (g) and
- any other applicable legal grounds for processing from time to time.

Cookie statement

What exactly are cookies?

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11. In order to collect the information including personal data as described in this Notice, we may use cookies and similar technology on our website. A cookie is a small piece of information which is sent to your browser and stored on your computer's hard drive, mobile phone or other device. You can set your browser to notify you when you receive a cookie. This enables you to decide if you want to accept it or not. However, some of the Services offered through our website may not function properly if your cookies are disabled.
12. Cookies can be first party or third party cookies.
- First party cookies – cookies that the website you are visiting places on your device.
 - Third party cookies – cookies placed on your device through the website but by third parties, such as, Google.

The cookies placed on our website

13. We use the following cookies on our website:

- Strictly necessary cookies. These cookies are essential in order to enable you to move around our website and use its features. Without these cookies, Services you have asked for cannot be provided. They are deleted when you close the browser. These are first party cookies.
- Performance cookies. These cookies collect information in an anonymous form about how visitors use our website. They allow us to recognise and count the number of visitors and to see how visitors move around the website when they are using it and the approximate regions that they are visiting from. These are first party cookies.
- Functionality cookies. These cookies allow our website to remember choices you make (such as your user name, language or the region you are in, if applicable) and provide enhanced, more personal features. These cookies can also be used to remember changes you have made to text size, fonts and other parts of web pages that you can customise. The information these cookies collect may be anonymised and they cannot track your browsing activity on other websites. These are first party cookies.
- Targeting or advertising cookies. These cookies allow us and our advertisers to deliver information more relevant to you and your interests. They are also used to limit the number of times you see an advertisement as well as to help measure the effectiveness of advertising campaigns. They remember that you have visited our website and may help us in compiling your profile. These are persistent cookies which will be kept on your device until their expiration or earlier manual deletion.
- Social Media cookies. These cookies allow you to connect with social media networks such as LinkedIn and twitter. These are persistent cookies which will be kept on your device until their expiration or earlier manual deletion.

14. We may combine information from these types of cookies and technologies with information about you from other sources.

Cookie consent and opting out

15. We assume that you are happy for us to place cookies on your device. Most Internet browsers automatically accept cookies. However, if you, or another user of your device, wish to

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withdraw your consent at any time, you have the ability to accept or decline cookies by modifying your browser setting. If you choose to decline cookies, you may not be able to fully experience the interactive features of our website, our platforms and Services.

16. When you arrive on our website a pop-up message will appear asking for your consent to place advertising cookies on your device. In order to provide your consent, please click '*I understand*'. Once your consent has been provided, this message will not appear again when you revisit. If you, or another user of your device, wish to withdraw your consent at any time, you can do so by altering your browser settings otherwise we will assume that you are happy to receive cookies from our website. For more information please visit www.allaboutcookies.org and <http://www.youonlinechoices.com/uk/>.

Disclosure of personal data

17. There are circumstances where the Business may wish to disclose or is compelled to disclose your personal data to third parties. These scenarios include disclosure to:
 - TWM Solicitors LLP, their auditors, insurers or external assessors;
 - our **suppliers** and **service providers** to facilitate the provision of the Services, including couriers, translators, IT consultants and legalisation and other handling agents, webhosting providers, identity verification partners (in order to verify your identity against public databases), consultants, for example, in order to protect the security or integrity of our business, including our databases and systems and for business continuity reasons;
 - **public authorities** to carry out acts which are necessary in connection with the Services, such as the Foreign Office;
 - **foreign organisations** to carry out acts which are necessary in connection with the Services, such as Embassies, Consulates and High Commissions;
 - **professional organisations** exercising certain public, governance and archiving functions in relation to the notaries profession, such as Chambers of Commerce, The Notaries Society and the Faculty Office;
 - **successor or partner legal entities**, on a temporary or permanent basis, for the purposes of a joint venture, collaboration, financing, sale, merger, reorganisation, change of legal form, dissolution or similar event relating to a Business. In the case of a merger or sale, your personal data will be permanently transferred to a successor company;
 - **public authorities** where we are required by law to do so; and
 - **any other third party** where you have provided your consent.

International transfer of your personal data

18. We may transfer your personal data to a third party in countries outside the country in which it was originally collected for further processing in accordance with the purposes set out above. In particular, your personal data may be transferred to foreign organisations such as foreign Embassies located in the UK or abroad. Such organisations will process personal data in accordance with the laws to which they are subject and international treaties over which the Business has no control.
19. If the Business transfers personal data to private organisations abroad, such as subcontractors, it will, as required by applicable law, ensure that your privacy rights are adequately protected

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by appropriate technical, organisation, contractual or other lawful means. You may contact us for a copy of such safeguards in these circumstances.

Retention of personal data

20. Your personal data will be retained for as long as is reasonably necessary for the purposes listed above or as required by the law. For example, the Notaries Practice Rules require that that notarial acts in the public form shall be preserved permanently. Records of acts not in public form shall be preserved for a minimum period of 12 years. Please contact us for further details of applicable retention periods. Personal data may for reasons of security and convenience be stored on remote data facilities but in an encrypted form.

Security of personal data

21. The Business will implement technical and organisational security measures in order to prevent unauthorised access to your personal data.
22. However, please be aware that the transmission of information via the internet is never completely secure. Whilst we can do our best to keep our own systems secure, we do not have full control over all processes involved in, for example, your use of our website or sending confidential materials to us via email, and we cannot therefore guarantee the security of your information transmitted to us on the web.

Data subject rights

23. Data subjects have numerous rights in relation to their personal data. For further information about your data protection rights please visit the ICO website.
 - **Right to make a subject access request (SAR).** Data subjects may request in writing copies of their personal data. However, compliance with such requests is subject to certain limitations and exemptions and the rights of other data subjects. Each request should make clear that a SAR is being made. You may also be required to submit a proof of your identity and payment, where applicable.
 - **Right to rectification.** Data subjects may request that we rectify any inaccurate or incomplete personal data.
 - **Right to withdraw consent.** Data subjects may at any time withdraw their consent to the processing of their personal data carried out by the Business on the basis of previous consent. Such withdrawal will not affect the lawfulness of processing based on previous consent.
 - **Right to object to processing, including automated processing and profiling.** The Business does not make automated decisions. The Business may use third party due diligence platforms which provide recommendations about data subjects by automated means. We will comply with any data subject's objection to processing unless we have a compelling overriding legitimate ground for the processing, the processing is for the establishment, exercise or defence of legal claims or we have another lawful reason to refuse such request. We will comply with each valid opt-out request in relation to marketing communications.

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- **Right to erasure.** Data subjects may request that we erase their personal data. We will comply, unless there is a lawful reason for not doing so. For example, there may be an overriding legitimate ground for keeping the personal data, such as, our archiving obligations that we have to comply with.
- **Restriction.** Data subjects may request that we restrict our processing of their personal data in various circumstances. We will comply, unless there is a lawful reason for not doing so, such as, a legal obligation to continue processing your personal data in a certain way.
- **Right to data portability.** In certain circumstances, data subjects may request the controller to provide a copy of their personal data in a structured, commonly used and machine readable format and have it transferred to another provider of the same or similar services. To the extent such right applies to the Services, we will comply with such transfer request. Please note that a transfer to another provider does not imply erasure of the data subject's personal data which may still be required for legitimate and lawful purposes.
- **Right to lodge a complaint with the supervisory authority.** We suggest that data subjects contact us about any questions or complaints in relation to how we process personal data. However, each data subject has the right to contact the relevant supervisory authority directly.