

VISITING A NOTARY PUBLIC AND 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 and the use of false identity etc.

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. 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 of this and provide you with the necessary information to locate an alternative notary.

2 Signatures

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

VISITING A NOTARY PUBLIC AND TERMS OF BUSINESS

3 To be sent to me in advance

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

- the documents to be notarised;
- any letter, e-mail or other form of instruction you have received about what has to be done with the documents; and
- your identification document(s), as detailed below.

4 Identification

I will need you to produce by way of formal identification the original of:

- your current passport; and
- your current photocard driving licence or national identity card.

If you are unable to produce one of the above, I will also need you to produce either:

- a current government or police issue certificate bearing a photograph of you or other formal means of identification; or
- a utility bill, credit card or bank statement showing your current address which should not be more than three months old or your most recent council tax bill.

You must also bring any other means of identification 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.

VISITING A NOTARY PUBLIC AND TERMS OF BUSINESS

5 Proof of change of name

In a case where the name on the document is different from the name currently in use, or where there has been a variation in the form of spelling of the name over the years, please provide me with the relevant certificates of birth or marriage or decree of divorce or deed of change of name proving the change from one name to another. If there has been a change of name which cannot be evidenced by production of a marriage certificate or decree of divorce then I will need to see a copy of the deed poll or statutory declaration which otherwise evidences it.

6 Advice

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 on the transaction itself.

7 Written translations

It is essential that you understand what you are signing.

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 advise you of this before proceeding.

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."*

VISITING A NOTARY PUBLIC AND TERMS OF BUSINESS

8 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 appointment and this may involve a further fee.

9 Companies, partnerships, charities etc.

If a document is to be signed by you on behalf of a company, partnership, charity, club or other incorporated body then there are further requirements on which I may have to insist. Please be prepared for these and telephone with any point of difficulty in advance of our appointment.

In every such case, I will need you to produce:

- identification for the authorised signatory, as detailed above;
- a copy of the current letterhead, showing the registered office if it is a company; and
- a letter of authority or a copy of the minutes or resolution or power of attorney which authorises you to sign the document.

If you are signing on behalf of a company then I will be carrying out various company searches which may have an effect on the level of fees charged and I will also need you to produce:

- the certificate of incorporation;
- any changes of name certificate(s);
- copies of the memorandum and articles of association; and
- details of the directors and secretaries.

VISITING A NOTARY PUBLIC AND TERMS OF BUSINESS

If you are signing on behalf of a partnership or charity or club etc. then I will also need you to produce, as the case may be:

- the partnership agreement;
- the charter;
- the trust deed; and/or
- the constitution/rules.

10 Fees and expenses

Details of my professional fees are set out below. Please note that if I have to make payments on your behalf such as legalisation fees or translator or interpreter fees or if I incur other costs such as travel expenses then your approval for these will be obtained and you are normally required to make payment in advance of any such amounts.

Fees

I do not charge VAT on my fees.

If the matter is simple, I will endeavour to charge a fixed fee and I will advise you on this in advance of our appointment. If there are any other anticipated expenses, I will advise you of these in advance of our appointment.

For more complicated or time-consuming matters, my professional fees will be based on my hourly rate of £250, subject to a minimum fee of £125. In such cases professional fees may be charged for 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. Wherever possible, I will advise you of this in advance of our

VISITING A NOTARY PUBLIC AND TERMS OF BUSINESS

appointment. Similarly, if there are any other anticipated expenses, I will advise you of these in advance of our appointment.

Expenses

Any quote you receive in respect of my professional fees will not include disbursements such as legalisation fees, postage, consular agent fees, courier fees, travel expenses, translation costs and so on. Any such expenses will be listed separately to my professional fees.

Some documents require legalisation before they will be accepted for use in the receiving jurisdiction by obtaining an apostille through the UK Foreign Commonwealth & Development Office and, for some countries, additional legalisation is required through the relevant embassy or consulate. If legalisation is required, I will advise you on your options for legalisation ahead of our appointment. If you wish to instruct me to assist you with legalisation, please note that I engage the services of a legalisation agent and there will be additional professional fees and expenses to pay. I will, wherever possible, advise you of these ahead of our appointment.

Payment can be made by bank transfer or card payment. Payment is due once the document has been prepared for signing and I may retain the document pending payment in full.

Occasionally, unforeseen or unusual issues arise during the course of the matter which may result in a revision of my 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

VISITING A NOTARY PUBLIC AND TERMS OF BUSINESS

receiving jurisdiction or where third party fees are adjusted to reflect external factors such as fuel price changes and so on. In such circumstances, I will notify you of any changes in the fee estimate as soon as possible.

11 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 Commonwealth & Development Office, legalisation agents, translation agencies and couriers etc.

Some of the typical stages of a notarial transaction 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. extracting information from Companies House);
- 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 is genuine. In the case of an academic award, this would entail checking with the appropriate academic institution;

VISITING A NOTARY PUBLIC AND TERMS OF BUSINESS

- 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; and
- arranging for the storage of copies of all notarised documents in accordance with the requirements of the Notarial Practice Rules 2019.

12 Notarial Records and Data Protection

Scrutinising the source of funds is more than asking for the money to come from a bank account in the client's name. I focus on understanding how the client can legitimately fund the transaction.

When I perform a notarial act 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 under registration number ZB848518. 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. Please see my [Data Protection Privacy Notice](#) for my clients and my [Data Processing Terms of Business](#) for any third party appointed to provide services in connection with or to my notarial transactions.

VISITING A NOTARY PUBLIC AND TERMS OF BUSINESS

13 Insurance

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

14 Termination by you and your right to cancel

You may terminate your instructions to me at any time by giving me reasonable written notice. All professional fees and expenses already 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 which runs from the date you accept these terms of business in writing.

You can cancel your contract within the cancellation period in writing and I will reimburse all payments received from you by the same method that you used, at no cost to you and without undue delay, and not later than 14 days after the day on which you inform me of the cancellation.

If you ask me to start work during the cancellation period, you can still cancel using the same method 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.

VISITING A NOTARY PUBLIC AND TERMS OF BUSINESS

15 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 payment on account or you fail to give me the co-operation which I am reasonably entitled to expect.

16 Complaints

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

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

If you are dissatisfied about the service you have received, please [contact me](#) in the first instance and I will try to remedy your concern.

If we are unable to resolve the matter then you may then complain to the Notaries Society, of which I am a member. The Notaries Society 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. In that case, please write (but do not enclose any original documents) with full details of your complaint to:

The Secretary of secretary@thenotariessociety.org.uk
The Notaries Society
PO Box 876
Chichester, PO19 9ZH

VISITING A NOTARY PUBLIC AND TERMS OF BUSINESS

If you have any difficulty in making a complaint in writing, please do not hesitate to contact the Notaries Society or the Faculty Office for assistance.

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 eight weeks from the date you first notified me that you were dissatisfied then make your complaint to the Legal Ombudsman (if you are dissatisfied with the result):

Legal Ombudsman	0300 555 0333
PO Box 6167	enquiries@legalombudsman.org.uk
Slough, SL1 0EH	www.legalombudsman.org.uk

If you decide to make a complaint to the Legal Ombudsman, you must do so within one year from the act/omission complained of or without one year from you should reasonably have known there was cause for complaint.

17 Next Steps

This document, together with the information contained within the body of the e-mail to which it was attached, contains all of the terms on which you would be engaging me.

Should you wish to engage me on these specific terms, please confirm that you agree to the commencement of the performance of this contract for notarial services before the cancellation period has expired and to pay the professional fees and expenses stated within the body of the e-mail to which this document was attached by replying to that e-mail with the words "terms accepted".