

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.

The service provided by me 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. You can view details of how I handle your data on my website www.notarypublicslough.net.

Our opening hours are Monday to Friday 9.00am to 5.00pm. 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 that that is the case and will 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.**

3. 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:

- 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.

4. Identification: I 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

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

5. ***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 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.

6. ***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 advise you about 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 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.”**

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 interview and this may involve a further fee.

9. ***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:

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.

10. ***Notarial charges and expenses:*** Details of my charges are set out below. Please note that if I have 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 I will endeavour to charge a fixed fee per document exclusive of disbursements such as legalisation fees, postage, consular agent fees, courier fees, travelling expenses, translating costs and so on. VAT is payable on my fees.

For more complicated or time-consuming matters the fee will be based on my minimum hourly rate of £300.00 subject to a minimum fee of £90.00 for individuals and £220.00 for companies plus disbursements/VAT depending on the type of document in question. The fee charged will 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.

All fees will be discussed and confirmed upon instruction.

Disbursements: Some documents require legalisation before they will be accepted for use in the receiving jurisdiction by obtaining an apostille through the UK Foreign Commonwealth & Development Office and, for some countries, additional legalisation is required through the relevant embassy or consulate. The cost of legalisation will be discussed with you based on your instructions in this matter. We offer a standard service Apostille service which costs £45.00 per document with a timeline of around 5 to 7 working days. Agents handling fees will be added to this and will vary depending on the agent that is used.

Payment can be made by card or bank transfer. Payment of my fee and disbursements is due when the document has been prepared which I will 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.

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, 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

12. *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 a 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 my **PRIVACY POLICY** and **DATA PROCESSING TERMS** are also annexed hereto.

13. Insurance: In the interests of my clients I maintain professional indemnity insurance at a level of at least £1,000,000.00 per claim. No liability for loss (including, but not limited to, damages, costs and interest) to you or other parties, whether in contract, tort (including negligence) or otherwise will be accepted by me in relation to any matter in excess of the amount of my professional indemnity insurance cover from time to time. The amount of any liability is to be reduced so far as may be appropriate to take account of the degree of responsibility of any other professional or other advisers whom you have consulted in relation to the matter as if I had successfully claimed contribution from them under the Civil Liability (Contribution) Act 1978 paying no regard for any limitation agreed between you and such advisor, and assuming they had the resources to meet the same, provided however, that I shall not be obliged to make or pursue any such limitation for contribution.

No liability whatsoever will be accepted on my part in relation to any loss or liability whatsoever or howsoever caused directly or indirectly to any other party other than the person/s or organisation/s for whom I have agreed to act in connection with the relevant matter. No third party shall have any right to enforce any contract by me to provide advice or services or to rely upon any advice given or opinion expressed by or on behalf of me. The application of any legislation conferring on third parties contractual or other rights, including the Contract (Rights of Third Parties Act) 1999 shall be excluded insofar as permitted by law.

In any event, no liability whatsoever or howsoever will be accepted on my part where such liability arises from any instructions or information given by you or by any third party being incomplete, inaccurate or incorrect; or where such liability is for any indirect, economic or consequential loss or damage, costs, expenses or other claims for consequential compensation whatsoever or howsoever caused which arise out of or in connection with the services provided by me or for the loss of profit, loss of business, loss of data, depletion of goodwill or loss occurring in the normal course of business or otherwise.

All searches that I undertake are completed online at Companies House UK. The Registrar and or other provider of that information does not accept responsibility for any inaccuracies or omissions arising from the use of that service. My liability is excluded for the reliance that I place on the results of such searches if they are subsequently found to be inaccurate or incomplete.

If I agree to send your documents to third parties on your behalf we will only use first class, recorded special delivery or courier services. I am not responsible for mis-delivery or loss of documents due to the failure to deliver of any postal or courier service. These limitations will apply regardless of any express or implied terms of business or any collateral agreement or warranty irrespective of whether it is express or implied.

Force Majeure – I will not be liable for any loss or damage howsoever it arises as a consequence of the supply of services being prevented, hindered, delayed or for reasons beyond my control including but not limited to fire, flood, storm and or accident.

14. Use of Technology, Devices and Artificial Intelligence:

To the extent that I use any automated decision-making technology, including artificial intelligence, in the course of my services, I do not rely upon the same without human intervention.

Before using any new technology including artificial intelligence, I carry out an appropriate risk assessment to ensure that your rights are not adversely affected by the same.

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. I am also able to terminate my retainer and charge my fee (abortive fee) in full or part for incomplete instructions or documents and or wasted appointment time. Our minimum abortive fee is £100.00 plus vat.

17. Email Communications: Where an email address is provided to me I will assume that I may use that address to send unencrypted, sensitive and or confidential documents to you. I may also send such information to other individuals or third parties privy to your matter unless I am instructed otherwise. All emails send including attachments should be scanned for viruses.

18. Governing Law: Our retainer is governed by English Law. In the event of a jurisdiction dispute the provisions of English Law shall prevail. In the event that any part of our retainer is deemed void or unenforceable in whole or part the remaining terms shall continue to be valid.

19. Approved Complaints Procedure:

1. Purpose

1.1 The Notaries Society intends that this procedure will enable the resolution of complaints made against General Notaries who are members of The Notaries Society.

2. Making a complaint

2.1 The complaint should be made to the Secretary of The Notaries Society at the following address: **Elaine Standish, The Secretary, The Notaries Society, P O Box 876, Chichester, PO19 9ZH. Email : secretary@thenotariessociety.org.uk**

2.2 The Complainant shall provide the Secretary with full details of the complaint together with copies of any documents or correspondence.

2.3 If the Complainant has any difficulty in making the complaint in writing he/she should contact the Secretary for assistance.

3. Action by the Secretary

3.1 The Secretary will write to the Complainant asking whether he/she is willing for the complaint to be considered by the President and Vice-President within the Approved Complaints Procedure if that agreement has not already been obtained.

3.2 The Secretary will prepare copies of all the papers and deliver them with his own report (if necessary) and a summary to the President and the Vice-President of The Notaries Society

3.3 It is anticipated that the parties will cooperate to assist the Secretary in facilitating the Approved Complaints Procedure.

4. Conclusion

4.1 The President and Vice President will consult together and will propose a conclusion which in their judgement is fair to both parties. A written record of the conclusion will be sent to the Secretary who will then inform both parties and the Faculty Office. At the same time the Complainant will be informed of his/her right to complain to the Legal Ombudsman the timeframe for doing so and full details of how to contact the Legal Ombudsman

4.2 The conclusion is to be notified to both the Complainant and the Notary no later than 8 weeks after the date of which the Complainant complained. After this period the Complainant may complain to the Legal Ombudsman whether or not a conclusion has been notified to him/her

5. Effect of conclusion

5.1 It is expected that the Notary will implement any remedy (if any) which is recommended at the conclusion. Nothing in this clause prevents the Notary from providing an alternative remedy but the Faculty Office will consider it to be a serious matter of concern if the Notary does not abide by the conclusion without reasonable cause.

5.2 Nothing in this procedure prevents a party from pursuing their case with the Faculty Office (in cases involving misconduct), the Legal Ombudsman or the civil courts or as may be appropriate.

6. Additional notes

6.1 The Secretary when preparing the documentation provided for in clause 3.2 may ask for further information from either or both parties

6.2 The President and the Vice President may ask for further information from either or both of the parties before they can reach a conclusion.

6.3 The Complainant is not required to provide further information as specified in 6.1 and 6.2 above but it is anticipated that the Complainant will provide information relevant and necessary for the resolution of the complaint.

6.4 If the nature of the complaint indicates that there may have been 'notarial misconduct' the Secretary shall notify the Faculty Office but this in no way prevents the operation of the Approved Complaints Procedure in the resolution of the complaint.

6.5 The Notaries Society cannot consider any complaint if it is or becomes the subject of any Court proceedings (other than proceedings in the Court of Faculties).

6.6 Original documents and correspondence should **not** be sent to the Secretary unless specifically requested.

6.7 The expression 'President and Vice President' shall include such other members of the Council of The Notaries' Society as shall be nominated by either the President or the Vice President to act in their place

6.8 The Secretary may depart from these rules only in cases where reasonable to ensure the effective and timely resolution of complaints and will have regard to any guidance issued by the Faculty Office or Legal Services Board when doing so.

Acceptance of these Terms: Your instructions (or (if relevant and as the case may be) your continuing instructions) will amount to your acceptance of these Terms of Business.

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

PLEASE NOTE THAT WE CANNOT BE HELD RESPONSIBLE FOR THE PROCESSING TIMES OF THIRD PARTIES AND IT IS YOUR RESPONSIBILITY TO ENSURE THAT YOU ARE ABLE TO MEET YOUR TIMELINES. WE WILL PROVIDE THE BEST POSSIBLE TIMELINES AVAILABLE TO US AT THE RELEVANT TIME. OUR LIABILITY IS EXCLUDED FOR ALL DOCUMENTS WE SEND THROUGH POSTAL OR COURIER SERVICES.

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NOTES

We will provide timelines for the completion of your matter; these are timelines only and we are often dependent on the actions of third parties and do not accept any liability or responsibility for meeting your required timelines.