

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.

I offer appointments at my office at 64 Bell Street, Henley 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 or an emailed copy of:

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

4. Identification:

I will need you to produce by way of formal identification your original passport and a copy of a utility bill or bank statement dated within the last 3 months. Where this is not available, we will need to discuss what identification you have available and I shall advise you as to what is required in your particular circumstance.

You may also be required to 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, driving licence etc. 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 be attempting to advise you about the transaction itself. You are advised to seek first the advice of your own independent legal or other competent professional adviser who practises in, or is skilled in the law of the jurisdiction to which the document will be sent

7. Written Translations:

It is essential that **you understand what you are signing.**

- If the document is in a foreign language, I may have to insist that a translation be obtained. A translation can be relied upon if it is received by your solicitor in the receiving jurisdiction. Alternatively we can provide the details of a recommended translator who can provide you with a certified translation which can be relied upon
- 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:

Charges:

My present hourly rate is £325 and my minimum fee is £90. I do not charge VAT. I reserve the right to vary the rate, in respect of extremely urgent work or work done outside ordinary office hours or at the weekend. In addition to my notarial fees, where relevant, I charge Foreign and Commonwealth Office and/or Embassy administration fees and call-out fees which will be agreed prior to commencement of any work.

I may in the case of straight forward matters agree with you beforehand a fixed fee. If however at the appointment the matter proves to be more complicated or there are more documents or people involved than you indicated or legalisation is required, I reserve the right to renegotiate the fee or agree to charge you at my hourly rate.

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.

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 and Development Office and, for some countries, additional legalisation is required through the relevant embassy or consulate. The charges for legalisation at each organisation varies and I can advise you as to the current charges upon instruction. I shall not incur these expenses without first obtaining your consent to do so. I may occasionally request payment on account for matters which will incur large disbursements.

Payment:

I shall raise an invoice after the document has been signed, and payment will be due immediately. I do also accept payment on the signing of the document or upon receipt of the notarised document.

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 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

I can assist with legalisation of your documents and will often engage the services of a consular agent. I can also arrange for the document to be couriered to the lawyer in the recipient jurisdiction but once the documents have left my office, I cannot be held responsible for any issues in transit. I will share any tracking information with you and agree the costs and method of transfer before arranging the same.

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 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 more details, please see my data protection policy on the website www.thpsolicitors.co.uk.

13. Insurance:

I carry professional indemnity liability cover of no less than £1 million pounds which is more than the minimum level of cover specified by the regulator of the profession, the Master of the Faculty. I therefore limit the level of my liability to you to £1 million pounds, unless you are injured or die as a result of my negligence, in which case my liability is without limit.

14. 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.

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

16. The Relevant Law

The law which governs my contract with you is English Law and it is agreed that any dispute relating to my services shall be resolved by the English courts

17. Complaints:

My 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
Website www.facultyoffice.org.uk

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

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.

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 876
Chichester 9ZH
Email secretary@thenotariessociety.org.uk
Tel : 01604 758908

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.

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 6 months 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

If you decide to make a complaint to the Legal Ombudsman you must refer your matter to the Legal Ombudsman :-

- Within six months of receiving a final response to your complaint and
 - One year from the date of act/omission; or
 - One year from when you should reasonably have known there was cause for complaint (only if the act or omission took place more than six years ago)
- The act or omission, or when you should have reasonably known there was cause for complaint, must have been after 5th October 2010.

*certain kinds of commercial entities are not eligible to make a complaint to the Legal Ombudsman – please refer to the Legal Ombudsman Scheme Rules or consult the Faculty Office.

17. Use of technology, devices and Artificial Intelligence:

1. 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.
2. 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.

18. *Email Correspondence:* I use e-mail wherever possible. Where you have provided me with an e-mail address, e.g., by sending an e-mail, I will assume that I may use that address for the sending of unencrypted, sensitive or confidential correspondence or documents to you. I may also, during the course of a matter, send unencrypted, sensitive or confidential information to other persons involved, unless specifically requested by them or you not to do so. All e-mails sent by me and attachments thereto should be scanned for viruses by the recipient.

19. *Governing Law and Jurisdiction:* The terms and conditions of our arrangement and the provision of these Terms of Business shall be governed by English law and shall be subject to the exclusive jurisdiction of the English courts in the case of any dispute. If any provision of these terms is held by any court or other competent authority to be void or unenforceable in whole or part, these terms shall continue to be valid as to the other provisions thereof and the remainder of the affected provision.

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