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NOTARY PUBLIC**

**VISITING A NOTARY PUBLIC
NOTES FOR CLIENTS
and
TERMS & CONDITIONS**

1. **INTRODUCTION:** These notes are intended to help you understand the work of a Notary Public. I hope that they may save time and expense, both for you and me. They are not exhaustive, and not every point covered will apply in every case.
2. **WHO ARE NOTARIES PUBLIC?:** A Notary is a qualified lawyer – a member of the third and oldest branch of the legal profession in the United Kingdom. We are appointed by the Archbishop of Canterbury and subject to regulation by the Court of Faculties. The rules governing Notaries are very similar to those which govern Solicitors. We must be fully insured and maintain cover for the protection of our clients and those who rely on our notarial acts. We must keep clients' money separate and comply with strict rules of practice, conduct and discipline. A Notary Public in England and Wales has many of the same responsibilities as Notaries in European countries. Anyone who has dealings with a Notary Public in the USA may, however, be surprised at the different formalities and increased cost of Notarial services here. The role and responsibility of the Notary Public in the United States is very different and subject to substantially less regulation.
3. **NOT A MERE RUBBER-STAMPING EXERCISE:** The international duty of a Notary involves a high standard of care. This is principally owed to the transaction itself but also towards you as the client and to anyone who may rely on the document including Governments or officials of other countries. These people are entitled to assume:
 - that the Notary will ensure full compliance with the relevant legal requirements for a particular document or transaction (both here and abroad); and
 - that the Notary has verified the client's identity, capacity and authority – and their intention to be bound by the transaction.

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. As a Notary, I have to act independently, and my overriding duty is "to the transaction".
4. **SIGNATURE:** The Notary should normally witness your signature. Please therefore do not sign the document in advance of your appointment with me.
5. **HOW LONG WILL IT TAKE?:** If the document is straightforward, already prepared and in the correct form I would hope to be able to deal with it within an hour. Obviously, it will take longer if the document is not straightforward or if I have to substantially amend it or draft it myself. Many countries require documents to be "legalised" ie countersigned by their London Embassies or, (where they are parties to the Hague Convention) by the Foreign Commonwealth and Development Office ("FCDO") affixing to the document what is known as an "apostille" which is a verification that my seal and signature on the document are genuine. This process is known as legalisation and will normally take several days unless you want to take the document to the FCDO or relevant Embassy yourself and wait in line. The fees and

procedures for this vary widely but once I know the country for which the document is required I will be able to give you a reasonably accurate idea of the time and cost.

6. **LIMITATION OF LIABILITY:** My aggregate liability whether in contract, tort, negligence, breach of statutory duty or otherwise for any loss, damage, costs or expenses, including interest thereon if any, arising in connection with my notarial services and suffered or incurred, directly or indirectly, by you (together with such other parties as we have specifically agreed may rely upon my notarial services on the terms hereof) shall be limited to the amount of my notarial charges paid by you in connection with the notarial act in question. 2 .

Insurance: In the interests of my clients I maintain professional indemnity insurance at a level of at least £1,000,000.00 per claim.

7. **PAPERS TO BE SENT TO ME IN ADVANCE:** It can save time, expense, and mistakes if, as far in advance of your appointment as possible, you can let me have the originals or e mailed copies of:

- the documents to be notarised; and
- any letter or other form of instruction that you have received about what has to be done with the documents;
- Your evidence of identification

8. **IDENTIFICATION:** I will need you to produce to me by way of formal identification the original of:

- your current passport or, (if not available);
- a current new driving licence (with photo) or national identity card; and

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.

9. **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 with, for example, Certificates of Birth, Marriage, or a Divorce Decree. If there has been a change of name, then I will need to see a copy of the Deed Poll or Statutory Declaration, under which it was affected.

10. **CHAIN OF EVIDENCE:** Notarisation is accepted as a safeguard under international law. The signature and seal of a Notary are recognised as a link in the chain of evidence relating to international documents. If therefore I seem to you to be pedantic and over particular as to minor details, please understand the responsibility placed on me!

11. **EXAMINING THE EVIDENCE:** Careful examination by the Notary is required in order to check whether both the document to be notarised and your identification documents are original, genuine, valid, complete, accurate and unaltered.
12. **INCOMPLETE DOCUMENTS:** The Notary has to check that each document to be notarised is fully completed. Unfortunately, many documents produced as ready for signature have blank spaces left in them, not always intentionally! This occurs even when other lawyers or professional advisers have prepared them. If you can help in identifying the information needed to complete any blanks in a document, it will save time when we meet. However, please do not mark the document itself until I have seen it. It will always assist if you can e mail me a copy of the document before your appointment.
13. **ADVICE ON THE DOCUMENT:** If you bring a document to me, as a Notary, for certification I will advise you of the formalities required for completing it. I will also need to be satisfied that you understand the document, particularly if it is not in English. However, I will not be attempting to advise you about the transaction itself, and you must seek such advice from your own lawyer or persons asking you to have the document signed before me.
14. **WRITTEN TRANSLATIONS:** It is important that you understand what you are signing:
- Sometimes a professional translation is required.
 - If it is in a foreign language, which you do not understand sufficiently, I may have to insist that a translation be obtained. If I arrange a translation, a further fee will be payable.
 - Unless you have a good understanding of the language yourself, an informal or amateur translation is rarely satisfactory.
 - If you arrange for a professional translation, the translator should add his/her name, address, relevant qualifications, and a certificate stating: "Document X is a true and complete translation of document Y, to which this translation is attached". In some circumstances the translator will need to sign that certificate in my presence and I will need to certify that he/she has done so.
15. **ORAL INTERPRETER:** If you and I cannot understand each other because of language difficulties, we may have to arrange for a competent interpreter to be available at our interview and this will almost certainly involve a further fee.
16. **COMPANIES, PARTNERSHIPS ETC:** If a document is to be signed by you on behalf of a company, partnership, charity, club or other similar body, there are further requirements upon which I may have to insist. These will include for example my verifying your appointment as a director of the company or requiring sight of a company board minute authorising your signature of the document. Please be prepared for these and telephone me so that we can identify any such points of difficulty before you attend the appointment.
- In each case I am likely to require:**
1. Evidence of identity of the authorised signatory (as set out 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, for companies:**
1. Certificate of Incorporation and of any Change of Name

2. A copy of the Memorandum and Articles of Association
3. Details of Directors and Secretaries

In all instances I will be undertaking an appropriate online search of the Companies Registry for which there will be a charge.

Additionally, for partnerships, clubs etc:

A Partnership Agreement; or relevant Trust Deed; or Charter; or Constitution/ Rules.

I may have to insist upon seeing originals of these documents. If you show me photocopies, they would have to be certified on behalf of the person holding the originals (who may not be able to release them). The certificate should be in the following form:

I certify that this (with the following ... pages) is a true and complete copy of the original document which is currently held by me. Full name of signatory: Who certifies in his/her capacity as:

Signature Date

17. 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

18. 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 me 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.

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.

- 19. COMPLAINTS:** My notarial practice is regulated by the Faculty Office of the Archbishop of Canterbury: The Faculty Office, 1, The Sanctuary, Westminster, London SW1P 3JT
Email: faculty.office@1thesanctuary.com
0207 222 5381 Website: www.facultyoffice.org.uk

If you have complaints about my work please do not hesitate to contact me, and if the matter cannot be immediately resolved I will refer your complaint 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 designed to provide a quick resolution to any dispute.

Alternatively, you can complain to the Notaries Society direct. Please write (but do not enclose any original documents) with full details of your complaint to:

Secretary of The Notaries Society, PO Box 1023 Ipswich IP1 9XB

Email: 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

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 of making the complaint to me, make your complaint direct to the Legal Ombudsman (whose contact details are set out below) if the matter has not been resolved to your satisfaction:

Legal Ombudsman, PO 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 one year from the act/omission or within one year from when you should reasonably have known there was cause for complaint.

20. NOTARIAL CHARGES AND EXPENSES:

- My charges: My current hourly rate is £275 and there is a minimum transaction fee of £95. This reflects the minimum time taken to deal with the most straightforward matter.

- Once I have seen any document(s) and any instructions sent to you, I should be able to give you a firm indication or an estimate of the likely charges. I will charge separately for copying, postage, telephone calls and similar disbursements.

- Payments on your behalf/Disbursements:

I may have to pay legalisation fees to the Foreign Commonwealth & Development Office (FCDO) and/or a Foreign Embassy and/or (if the documents are needed urgently) to agents to present those documents to those parties. There may be translation or interpreter's fees.

Other payments (including travelling expenses, company search fees, postage and telegraphic transfer fees) may also be required. I will advise you as to the current cost of these and your approval will be obtained and you will be asked to make payment in advance of any such amounts being incurred.

- **Basis of charging:**

If it is a simple matter of witnessing a document, a fixed fee will be charged. If there are complications or if I am required to draft a document, or obtain legalisation, the charge will be based upon the time it is necessary for me to spend. This may include telephone calls made or received, letters/emails sent and received, time spent in interview, on drafting, and on preparing the necessary entries in my notarial register.

- **Special factors which might result in an increase in the charge include:**

- complexity or novelty;
- the number and importance of the documents;
- the extent of the liability I may assume to a third party;
- if the work has to be done away from this office; and
- special urgency, which may require me to drop other work to deal with your matter – or if the work unavoidably has to be dealt with outside of office hours.

- **Payment:** My notarial charges are normally payable upon signature of the document requiring notarisation and I reserve the right to retain any completed document until payment has been received. Payment may be made by cash, cheque, card or direct bank transfer.

- 21. GOVERNING LAW:** The provision by me to you of notarial services is governed by the laws of England and Wales and any claim or dispute in relation thereto shall be determined exclusively in the courts of England and Wales
- 22. NOTARIAL RECORDS:** 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 so that I can refer back to it and/or issue further certified copies if required to do so in the future.
- 23. EMAIL COMMUNICATIONS** In performing my services I may wish to send message and documents to you and others by electronic mail (email). Like other means of communication, email is not entirely risk free and carries with it the possibility (among other things) of corruption, inadvertent misdirection, non-delivery of confidential material, inadvertent deletion or unauthorised access. Nevertheless I believe that the use of email can sometimes deliver worthwhile benefits in terms of speed, accuracy and efficiency of communications, and I recommend that where practicable it should be used in relation to the provision of my services in your matter. Accordingly I shall, unless you notify me to the contrary in writing, regard your acceptance of my terms of engagement as including your agreement to the use of email. I endeavour to retain on disk or other electronic storage or in hard copy format copies of all emails which contain or refer to significant information, although others may often be deleted or destroyed. However, it is sometimes impractical or unjustifiably time consuming to retain all such materials, and therefore your file may not necessarily contain a copy of every email sent or received.
- 24. CONFIDENTIALITY** Except as explained below, I will maintain my professional and legal obligations of confidentiality in relation to the work I undertake for you and in relation to information which is confidential to you which comes into my possession in the course of

undertaking that work. However provided that any such disclosures are limited to a need to know basis, I may make disclosures of information which is confidential to you:

- (a) for the purpose of acting for you including, without limitation, disclosures to your other advisers or to third parties involved in the work I am undertaking for you;
- (b) to my professional indemnity insurers if, in relation to your matter, it becomes necessary under the terms of my professional indemnity insurance to notify circumstances which may give rise to a claim against me (this may include communications which would ordinarily be protected by legal professional privilege);
- (c) as required by law or by any regulatory authority to which I am subject;
- (d) for the purposes of complying with my obligations under anti-money laundering or counter terrorist financing legislation for the time being in force;
- (e) for the purposes of applying my risk management policies; or
- (f) for the purposes of acquainting my colleagues in the law firm Leathes Prior (for which I act as a consultant) with my services as a Notary Public.

25. DATA PROTECTION I value the personal information that you entrust to me and recognise that it is extremely important that I uphold your trust in the way in which I handle, use, store and protect personal data. Further details of how I process and handle personal data can be found in my Privacy Policy, which is available on my website www.chaddnotarynorwich.co.uk

26. USE OF TECHNOLOGY, DEVICES AND ARTIFICIAL INTELLIGENCE

- (a) 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.
- (b) 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.

I hope that these notes are of help to you in understanding the role of the notary and the basis upon which your instructions are accepted by me.

R. Jonathan Chadd

Notary Public

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