

M E Legister

NOTARY PUBLIC

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VISITING A NOTARY PUBLIC AND MY TERMS OF BUSINESS¹

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. *Typical Stages of a notarial transaction:* Each notarial matter is different and the requirements will vary according to whether the client is a private individual or a company. 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 offer appointments during business hours and 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.

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:

- 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.

5. *Client Due Diligence and Anti Money Laundering (AML):* This will primarily take the form of you having to produce formal identification (proof of ID and proof of current address)

a) ***Proof of Identification***

I will need you to produce by way of formal identification the original of (in preferred order):

- Your current signed passport or, if not available;
- A current new driving licence (with photo) or national identity card
- a utility bill or bank statement.

If none 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/documents 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.

b) ***Proof of Address:***

You will be required to provide a utility bill, credit card or bank statement showing your current address which should not be **more than 3 months old** or recent Council tax bill be produced as proof of address.

c) ***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.

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 or on the document itself. You would need to take separate and independent legal advice if you have not already done so.

7. ***Written Translations:*** It is essential that **you understand what you are signing.**

- If the document is in a foreign language which you (or I) 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.

It will be necessary to ensure that you have authority to sign on behalf of the entity that you are representing.

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 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.

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 to include disbursements such as legalisation fees, postage, consular agent fees, courier fees, travelling expenses, translating costs and so on. I do not charge VAT on my fees.

For a simple notarisation I will charge **£90** for the first document and **£15** for each subsequent document dealt with at the same time. Further visits attract the same rate of charges above.

For more complicated or time-consuming matters the fee will be based on my hourly rate of £200 subject to a minimum fee of **£90**, plus disbursements. 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 and record keeping.

Disbursements: 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 and Development Office (“FCDO”) and, for some countries, additional legalisation is required through the relevant embassy or consulate.

The FCDO currently charges **£40** for a standard service for one (1) document and **£100** for a premium/urgent service. The FCDO currently charge £5.50 postage for return of documents within the UK, £22.50 outside the UK and within Europe and £26.50 for the rest of the world.. You can pay the legalisation fees charged by the FCDO on-line at <https://www.gov.uk/.get-document-legalised>

However, if instructed to obtain an Apostille on your behalf I will use an agent.. I will charge **£30** (and postage in the UK) instructing agents. I primarily use CDN Consular Services Limited (who provide consular services to make an application to the FCDO for the Apostille). They currently charge £40 for obtaining each Apostille and will take approximately on average, 4 – 5 working days and you will be provided with precise details on instruction. This is only an estimate. In addition, I will charge postage which ranges from between £7.50 up to £15 in relation to services in the UK. CDN charges in the region of £30 per document but their charges will vary from time to time and I will advise you of this.

A document sent to CDN for the purpose of obtaining an Apostille will, on average, be obtained and returned to you within 7 days of receipt of the instruction by CDN. We accept no liability for any documents lost or mislaid in the post or for any delays caused beyond our reasonable control.

I charge **£30** minimum for a call out service subject to location and travel time. With regard to those Clients who are disabled as defined under the Equality Act 2010, I can attend their home if they cannot travel up to 1.5 miles from my place of practice free of charge. In the event that the Client lives more than 1.5 miles from my place of practice, I will endeavour to assist with the sourcing of Notary nearby.

I charge £0.25 pence per sheet for copying documents.

I will not be liable for any post that may be misdirected by the Post Office or by any third parties.

In extremely urgent cases, it is possible to instruct agents in central London for you or to provide you with their details. They will charge in the region of £75 upwards to attend the FCDO for and will charge the premium FCDO charges and travel. In these circumstances, you would need to obtain an estimate of their charges in advance of instructing them (or before we do so on your behalf which will incur an administration charge of £30).

Payment for fees can be made by bank transfer to **ME Legister** or in cash. My bank details are set out at the end of these terms.

Payment fees and disbursements is due immediately when the document has been prepared which I may retain pending payment in full. Interest charges at the rate of 4% are made for unpaid invoices/fees and time in chasing for payment may be charged too.

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. *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 of my PRIVACY POLICY and data processing terms please see my website: www.notarypublic-michaellegister.co.uk.

12. *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.

13. *Insurance and liability :* In the interests of my clients, I maintain professional indemnity insurance at a level of at least [£1,000,000.00] per claim. I reserve the right to limit the loss to an amount of 5 times the fee charged by me but not including disbursements. It is agreed that anything that is time sensitive and of which delay has been caused by the client and or his legal advisers liability will not be accepted for any loss including the failure to complete the transaction in question I accept no liability for any loss that may arise with a document lost in the post or for failed delivery by courier or by third parties (including CDN and the FCDO).

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 fail to provide me with the necessary documentation to comply with my legal obligations; if you do not pay a bill or comply with any reasonable request for a payment on account or you fail to give me the co-operation which I am reasonably entitled to expect.

16. *Indemnity:* You hereby agree to indemnify the business and its affiliates and their officers, employees, agents and any sub-contractors insofar as this may be applicable 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 in relation to any inaccurate personal data which you may provide about yourself and other data subjects.

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 :-

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

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 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

If you decide to make a complaint to the Legal Ombudsman you must refer your matter to the Legal Ombudsman within 1 year from the act/omission or within 1 year from when you should reasonably have known there was a cause of complaint.

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

Signed by Client.....
Print Name.....
Dated.....

I acknowledge receipt of a signed copy of the terms and conditions and the sum of £

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Bank details (personal account) :
M E Legister
Sort Code: 20-21-80

Account No: 73533972