

Sarah Thomas

NOTARY PUBLIC

156 High Street, Dorking, Surrey RH4 1BQ

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.

I offer appointments during business hours and can 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 photocard driving licence 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 a marriage certificate, 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.
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 you obtain a translation.
 - 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. **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 effect the level of fees charged.

Additionally, partnerships, clubs, etc: A Partnership Agreement or relevant Trust Deed or Charter or Constitution/Rules.

9. **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, 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: My fees are based on the time taken to deal with the whole matter and charged at an hourly the rate of £200 per hour with a minimum fee of £75 plus any disbursements. I do not charge VAT.

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 Office and, for some countries, additional legalisation is required through the relevant embassy or consulate.

If the document requires legalisation at The Foreign Office (Apostille) I will charge an additional fee of £40 plus VAT and the Foreign Office charge a fee of £30 per document. If legalisation is also required at an Embassy, I will ask an agent to deal with this, on your behalf, and obtain a quotation for you.

Payment can be made either by cheque (made payable to “Downs Solicitors LLP”), card or bank transfer. Payment of my fee and disbursements is due when the document has been prepared which I may 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 or additional 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.

10. **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.

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 full details of my privacy and data processing terms please see: www.downslaw.co.uk.

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.

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.

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. **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

Tel: 020 7222 5381
Email Faculty.office@1thesanctuary.com
Website www.facultyoffice.org.uk

If you are dissatisfied about the service you have received please 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
Old Church Chambers
23 Sandhill Road
St James
Northampton. NN5 5LH

Tel: 01604 758908
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's 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
PO Box 6806
Wolverhampton WV1 9WJ

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
- Six years from the date of act/omission; or
- Three years 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.*

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