

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 by arrangement but only outside of business hours only in exceptional, pre-agreed, circumstances. Within these parameters, I am also prepared to make home visits or visit corporate clients at their place of business. If the notarial appointments take place at your home or office, I may make an additional charge to cover travelling time and expenses, but will advise you of this when confirming the appointment. 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 email me copies 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:*** At our appointment, I will need you to produce by way of formal identification the original of (in preferred order):

- Your current passport (or, if not available); or
- A current new driving licence (with photo) or national identity card

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- A utility bill, credit card or bank statement showing your current residential address which should not be more than 3 months old or council tax bill.

Please let me know by email (notary@fearnsidenotary.co.uk) at the earliest opportunity if you do not have this ID information. In exceptional circumstances, I may request that you bring with you a current government or police issue certificate bearing a photo or other formal means of identification;

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. Please email these to me in advance of any appointment (notary@fearnsidenotary.co.uk)

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, please note that I will not be attempting to advise you about the transaction itself, and you must seek independent legal advice from the lawyers or other counterparties you are working with on the transaction in the jurisdiction where the document is to be used.

7. ***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.

8. **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 formal, certified translation be obtained. You can arrange this yourself, but please provide me with the details of the translator. 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.”**
9. **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, for which you will additionally be responsible.
10. **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 identification requirements for the company, as well as you (on behalf of the company). Please be prepared for these and email me (notary@fearnside-notary.co.uk) with any point of difficulty before attending the appointment.

In each case:

1. Evidence of personal identity of the company's authorised signatory (as listed above – passport, utility bill, etc.).
2. A copy of the current letterhead (showing the registered office if it is a company) confirming its registered office address and registration number.
3. A Letter of Authority, Minute, Resolution or Power of Attorney, authorising you to sign the document on behalf of the company.

Additionally, for all limited companies: Certificate of Incorporation and of any Change of Name, a copy of the Memorandum and Articles of Association, Details of Directors and Secretaries and the current/up-to-date register of members. 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.

11. **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 prior 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.

For more complicated or time-consuming matters the fee will be based on my hourly rate of £250 subject to a minimum fee of £500, 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 Commonwealth & Development Office and, for some countries, additional legalisation is required through the relevant embassy or consulate.

Once I have identified the scope of the instructions, I will indicate to you the cost of legalisation in this matter, including agent's fees and postage to and from the legalising authority, as well as any costs for signed for post/international tracked and signed for post/courier.

Payment can be made by card payment or bank transfer. I do not accept payments in cash. 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, 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.

12. 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

13. 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. Please let me know if you would like a copy of my PRIVACY POLICY and data processing terms

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

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.

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.

Jemima Fearnside
Notary Public

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

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