

TKA Notary Public

VISITING A NOTARY PUBLIC - TERMS OF BUSINESS

1. Notaries: 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 (Monday to Friday 9am-5pm). 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 us.

3. Papers to be sent to us in advance: It will save time, expense and mistakes if, as long before the appointment as possible, you can let us 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: The Notary will need you to produce by way of formal identification the original of at least one document from each section below:

Section A

- Your current passport (or, if not available);
- A current new driving licence (with photo) or national identity card (or, as a last resort)
- A current government or police issue certificate bearing a photo or other formal means of identification.

Section B

- 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;
- Any other identification requested in your paperwork, such as a foreign identity card, birth certificate, marriage certificate or death certificate.

The Notary may also ask to see further evidence of identity and will advise you of this if necessary.

Please note that for corporate clients, details of the company will be checked and verified with Companies House. The company's own website might also be reviewed. The status of the appearer will be checked and full ID (as above) will be required for the presenting signatory.

Individuals and corporate clients may also be subjected to additional checks, such as insolvency and bankruptcy checks at Companies House, the Insolvency Register and the Gazette, as well as sanctions checks on the website of the Office of Financial Sanctions Implementation.

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 us 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 we 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 the Notary for authorisation, the Notary will advise you as to the formalities required for completing it. However, we will not be attempting to advise you about the transaction itself.

7. Examining documentation: The Notary is required to carefully examine all documents provided. This includes checking that your identification documents are original, genuine, valid, complete, accurate and unaltered.

The Notary must ensure that the document(s) to be notarised has been fully completed before it can be notarised. An incomplete or draft document with blanks to be completed at a later date cannot be notarised.

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, the Notary will insist that a translation be obtained. If we arrange for a translation, a further fee will be payable and we 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 the Notary 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.

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 requirements on which the Notary may have to insist. Please be prepared for these and telephone with any point of difficulty before attending on the appointment.

In each case we will require:

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.
4. In some instances, we may request a copy of the latest annual accounts, the latest tax assessment or the latest quarterly VAT return.

Additionally for companies:

In all instances we will be carrying out various company searches, which may have an effect on the level of fees charged. We will also require the following:

- Certificate of Incorporation and of any Change of Name;
- A copy of the Memorandum and Articles of Association;
- Details of Directors and Secretaries.

Additionally for partnerships, clubs, etc:

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

11. Notarial charges and expenses:

- *VAT*- We are not registered for VAT.
- *Hourly Rate* - Our hourly rate is £350. Our minimum charge for certifying a single document is £160. Our minimum charge for notarising a Power of Attorney is £200. Where more than one client is signing, there is an additional charge of £80 per additional signatory (if all attending together). Where there are multiple documents to execute by the same person, there is a charge of £60 per additional document (if the additional documents are straight forward).
- *Estimates*- We will provide you with an estimate of likely charges once we have reviewed any document(s) and any instructions provided by you.
- *Legalisation*- Some documents require legalisation before they will be accepted for use in the receiving jurisdiction by obtaining an apostille through the FCDO and, for some countries, additional legalisation is required through the relevant embassy or consulate. My fee for obtaining an Apostille, where relevant, will be £35. There will also be additional fees for arranging this via an agent.

- *Disbursements*- Please note that we will pass on any charges to you if we have to make payments on your behalf such as legalisation fees for the UK Foreign and Commonwealth Development Office (FCDO) and/or Foreign Embassy, agent's fees, translator or interpreter fees, courier fees, postage or other costs such as travelling expenses. Your approval to these costs will be obtained and you may be required to make payment in advance for these charges.
- *Basis of charging*- If the matter is simple we will endeavour to charge a fixed fee plus disbursements as above.

For more complicated or time-consuming matters the fee will be based on my hourly rate of £350, subject to a minimum fee of £160, 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.

- *Unexpected charges*- Increased charges may apply if the matter is particularly urgent and/or if the matter has to be undertaken outside of usual office hours. Charges will also depend upon the complexity of the matter and the number and importance of the documents.

Occasionally unforeseen or unusual issues arise during the course of the matter which may result in a revision of our 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.

- *Payment*- Notarial fees and disbursements are payable when the document has been prepared. Payment can be made by cash (up to a value of £500), by cheque made payable to '**TKA Notary Public Limited**' or by bank transfer. Please note that the document(s) may be retained pending payment in full.
- *Interest*- We reserve the right to apply interest to any overdue sum which remains outstanding more than four weeks after the date of the invoice. Such interest shall accrue at a rate of 8% per year from the date of the invoice until payment.

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 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

13. Notarial Records and Data Protection: When we carry out work for you, the Notary is required to make an entry in a formal register, which is kept by the Notary as a permanent record. We will retain a copy of the notarised documentation with that record. This 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. A copy of our Privacy Policy is available on request.

14. Insurance: In the interests of our clients, our Notary is covered by the Professional Indemnity Insurance maintained by HCR Hewitsons at a value of at least £1,000,000 per claim. Full details of the insurers and territorial coverage of the policy are available on www.hcrlaw.com.

15. Termination/ Your Right to Cancel: You may terminate your instructions to the Notary 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 our 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 on which you continue to give us instructions.

You can cancel your contract within the cancellation period by giving us a clear statement. If you ask us to begin work during the cancellation period, you can still cancel but you must pay us an amount in proportion to the work which has been performed and this proportion will not be reimbursed to you.

16. Termination by us: We reserve the right to terminate our engagement by you if we have good reason to do so, for example, if you do not pay a bill or provide information we reasonably request or you fail to give us satisfactory identification or the co-operation which the Notary is reasonably entitled to expect.

17. Complaints: Our 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 Tonina Ashby in the first instance.

If we are unable to resolve the matter you may then complain to the Notaries Society of which the Notary is 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 7655
Milton Keynes MK11 9NR
Email secretary@thenotariessociety.org.uk
Tel :01908 803527

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 us 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 from the conclusion of the complaint process.

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