

NOTARY PUBLIC

Premier Solicitors, Premier House, Lurke Street, Bedford MK40 3HU DX 716006 Bedford 5
info@premiersolicitors.co.uk
www.premiersolicitors.co.uk
Tel: (+44) 01234 – 35 80 80 Fax: (+44) 01234 – 34 81 12



CLIENT INFORMATION LEAFLET AND TERMS & CONDITIONS

PRELIMINARY GUIDANCE: These notes are not exhaustive but are preliminary guidelines only, to save expensive explanatory time both for you and me.

- 1. TERMS OF BUSINESS: BASIS OF THE RETAINER:** I contract only on the basis of these conditions.
- 2. NOT JUST A SIGNATURE! – MY ROLE AS A NOTARY:** The international duty of a notary involves a high standard of care, not only towards you as the client but particularly to the transaction itself, and as to other parties, and governments or officials of other countries. This is because they are all intended, and are entitled, to assume that a notary will ensure due compliance with the relevant local and foreign requirements, whether or not specifically requested to do so, and to rely on the notary's register and records thereof. My role is limited to ensuring the documents are correctly signed and to also establish your identity and that you have an understanding of the documents and their effect and that you wish to be bound by them.
- 3. YOUR SIGNATURE:** Your signature should normally be witnessed by the notary – *do not sign documents before our meeting.*
- 4. PREVIEW OF DOCUMENTATION:** It can save time, expense and mistakes, if you send to me, before the appointment by post, fax or e-mail, the originals or full photocopies of each document to be notarised and any covering correspondence and instructions and the destination country. Fax: 01234 – 34 81 12. Direct email: info@premiersolicitors.co.uk.
- 5. CURRENT IDENTIFICATION:** When you attend to sign the document you will be asked to provide for each signatory a current passport or photocard driving licence and, a utility bill or other statement or account giving the full UK address, and you will be asked to provide me with a specimen signature. I am required to keep a copy of your ID documents, for anti-money laundering purposes.
- 6. PROOF OF STATUS, VARIANT NAMES:** You may be asked to provide evidence of any name changes, or variations of the spellings, or of the sequence of your names; or of any alternative names used by you for professional or other purposes. Originals of all other relevant official documents should also be produced. If in doubt, bring your certificates of birth, baptism, marriage, divorce, examinations, qualifications; and any deed poll or statutory declaration made on change of name. If you are acting for somebody else I will need to see the power of attorney or other authority.
- 7. FALSIFICATION Etc.:** Notaries need to guard against the increasing trends of impersonation and falsification of documents. I may need to check certificates or other documents with their originators.
- 8. NOTARIAL INDEPENDENCE:** is paramount, in the interests of all concerned. The notary's duty extends to everyone who may rely on the notarised document. If I am not satisfied that I have been able to verify all necessary facts or information I will not be able to deal with the document. I do not just witness signatures. You do not need a notary for that.
- 9. INCOMPLETE/INEFFECTIVE DOCUMENTS:** Every notary has to check that each document to be notarised is fully and duly completed. I cannot deal with incomplete documents. If I am not sure that you understand the document I will not deal with it until I know that you have received any legal advice that you ought to have and/or that you have seen a reliable translation. Without these I cannot certify that you understand the meaning and effect of the transaction and have agreed to be bound by it.
- 10. TRANSLATIONS:** Where a document is in a foreign language I will normally ask you to prepare it and sign it in English so that it may be properly translated in the country to which it is to be sent. Similarly, arrangements may have to be made for a competent professional interpreter to be available at the interview. I do not speak any foreign languages and I cannot translate foreign language documents.
- 11. SEPARATE ENTITIES:** In the case of a company, partnership, society, club or similar entity I will need to make detailed enquiries about the organisation as well as about its representative.
- 12. YOUR OWN PROFESSIONAL ADVISERS:** It is not my responsibility to give you legal advice concerning the document. My role is to be satisfied that you understand the content of the document and that you intend to be bound by it. You are advised to seek first the advice of your own independent legal or other competent professional adviser who practises in, or is skilled in the law of the jurisdiction to which the document will be sent. If you need more than this you should tell me before the meeting.
- 13. SPECIFIC GUIDANCE:** If there are any specific requirements that your adviser or the recipient authority requires, such as signing in a particular colour ink, or having a number of independent witnesses other than myself as a Notary Public, then it is your responsibility to ascertain these and let me know prior to or at the meeting. Otherwise I will simply deal with witnessing your signature, after verifying you have the capacity, intention and understanding of the document, and verifying your identity. You are required to check all is as you wish with the notarised documents before leaving the meeting, as any repeat work will be charged for.
- 14. POWERS OF ATTORNEY, DEEDS, AFFIDAVITS, LETTERS & OTHER DOCUMENTS:** It is recommended in all cases that you have the document you require to be notarised to be prepared by a lawyer in the country where the document will be used. Where I am instructed to prepare such a document, I cannot guarantee that the document will be prepared in accordance with the laws of the country where it will be used. If a document prepared is rejected, you will not be compensated for this as you have had notice of this risk.

15. **LEGALISATION:** You are responsible for establishing whether you require the document to be legalised at the Foreign & Commonwealth Office, with the affixation of an Apostille, and/or any further consular legalisation. If you require my assistance with this then I can arrange the Apostille, for a cost of £90, and this takes about 4 – 5 working days. I will need to know in advance the consular legalisation you require so that I can obtain a fee quote from my courier agent. Although the courier agent usually estimates that consular legislation takes c.7-10 working days, I cannot guarantee that such timescale is met and cannot take any responsibility if the courier agent's involvement delays matter. I recommend in all cases of urgency that the Apostille and/or any further consular legislation is arranged personally by you. If a deadline is missed, you will not be compensated for this as you have had notice of this risk.

16. **FEES AND DISBURSEMENTS:** You will be personally responsible for my fees and I will ask you to pay them before you take your document away. They will not necessarily be the same as the fees charged by another notary, even if they are dealing with another person's signature on the same document. My fees are based on the amount of time taken in arranging the interview, travelling and/or waiting time, considering the documents, attending the interview itself, dealing with the document, and obtaining any Foreign Office or further legalisation that may be needed and in making and keeping my statutory records. My hourly rate is £295.00 per hour. I charge a minimum fixed fee of £90 per document/signature. I charge £5 to provide further independent witnesses (per witness), where this is required. There may also be consular fees to pay and there may be copying expenses and other out of pocket costs, such as postage or courier fees. I reserve the right to vary the rate, in respect of extremely urgent work or work done outside ordinary office hours or at the weekend. Fees are payable by cash or cheque; I do not take plastic. Fees for Saturday appointments or home visits must be paid for in advance of the meeting.

17. **VAT:** I am currently not registered for VAT.

18. **CONFIDENTIALITY:** A notary is a public official. My documents and records including the copies of documents you bring to me for authentication are open to inspection by anyone who has a proper interest in them. I will not always keep a full copy of your document but reserve the right to do so. Nothing that you say to me is entitled to the protection of legal privilege.

19. **REGISTER & PROTOCOL:** At the end of the matter, I make a formal entry of the main details in my register and I keep copies of the notarised document and proof of identity in my protocol.

20. **LIMITATION OF LIABILITY:** I maintain professional indemnity insurance. Save as provided in the Unfair Contract Terms Act 1977, my liability to you for any loss, injury, or damage of any nature whatever whether direct or consequential, including without limitation in respect of negligence to you, is hereby limited to the sum of £1.5 million in respect of any one claim or series of related claims (save in the case of fraud, where no such limit shall apply). I do not accept liability for loss of documents in the DX or postal or courier systems, whether I have sent the documents or whether an agent has sent the documents, and so you will need to make your own arrangements for postage etc of documents if you do not accept these terms. I do not accept liability for late receipt of documents by any recipient authority/jurisdiction/individual.

21. **OFFICES:** All appointments will be at our Head Office in Bedford, unless expressly agreed otherwise. Our fees for our Notary to attend and deal with documents in any other office will be agreed on a case by case basis.

22. **MANDATORY INFORMATION:** My work as a notary is separate and distinct from my work as a solicitor. My profession as a notary is regulated through the Faculty Office, and not by the Solicitors Regulation Authority. My notarial practice is regulated through the Faculty Office of the Archbishop of Canterbury: The Faculty Office, 1, The Sanctuary, Westminster, London, SW1P 3JT. Email: Faculty.office@1thesanctuary.com. 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. 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:- Christopher Vaughan, Secretary of The Notaries Society, Old Church Chambers, 23 Sandhill Road, St James, Northampton, NN5 5LH. Email: secretary@thenotariessociety.org.uk. Finally, even if you have your complaint considered under the Notaries Society Approved Complaints Procedure, you may within 6 months at the end of that procedure make your complaint to the Legal Ombudsman (whose contact details are below) if the matter has not been resolved to your satisfaction: Legal Ombudsman, PO Box 6806, Wolverhampton, WV1 9WJ Tel: 0300 555 0333. Or enquiries@legalombudsman.org.uk. Website: www.legalombudsman.org.uk.

23. **THE RELEVANT LAW:** The law which governs my contract with you is English Law and it is agreed that any dispute relating to my services shall be resolved by the English courts.

24. **PRIVACY STATEMENT:** We use computer safeguards such as firewalls and data encryption, passwords and limited access to your matters; and we enforce, where possible, physical access controls to our buildings and files to keep data safe. Further details are available on the website or if requested.

25. **DATA PROTECTION:** I am registered under the Data Protection Act. I am also a member of Premier Solicitors LLP, whose IT systems I use, and so by signing these terms and conditions you accept that I will only share your personal data with Premier Solicitors LLP, and you authorise us to pass your information and consent on to parties directly involved in this transaction. We will never sell your personal information to third parties. you are entitled to request a copy of your personal data (otherwise known as a Subject Access Request). If you wish to make a request, please do so in writing addressed to the appropriate Data Protection Officer, which will be the individual Notary Public acting in your matter - Contact details Premier House, Lurke Street Bedford MK40 3HU A request for access to your personal data means you are entitled to a copy of the data we hold on you – such as your name, address, contact details, date of birth, information etc. This means that a Subject Access Request will not normally result in you getting a copy of your file because you are only entitled to your personal data – not the documents that contain that data. Upon receipt of the request we are permitted to request a fee to recover costs.

26. If you wish to opt in for our marketing communications please tick this box.

27. **I have received a copy of the terms of business and accept them.**

Signed: Dated: Apostille:.....

Name:

Fees:.....

Legalisation.....