

**Bronwyn White**  
**NOTARY PUBLIC**

**24 Church Street West, Woking, Surrey, GU21 6HT UK**

## **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.

#### ***How I work:***

I offer appointments during business hours and occasionally 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.

### **2. *Signatures:***

Often, as your notary, it will be for me to witness your signature. Please do not sign the document in advance of your appointment with me. Once I have received your documents, I will establish what needs signing by who and when.

### **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 (see below).

## 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 new driving licence (with photo); or
- national identity card

When verifying your identity using your documents, I will use a UV lamp to check for security features.

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;

Please also bring any other means of ID which has been mentioned in your documents as being required.

Sometimes, it may be necessary for me to see a marriage certificates or similar document relating to your status and, if relevant, I will advise you of this.

## 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: a Certificate 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:**

When you ask me to deal with your documents, I will advise you as to the formalities required for completing it.

Please note, I will not advise you on the transaction itself nor the merits of what you propose to do or sign. I will, however, ask that you give me your understanding of the documents that you are asking me to notarise so that I may be confident you understand what the documents achieve and their effect on you.

I do not accept any kind of duty, liability, responsibility or obligation to you or to any other person in respect of the following:

- a) the suitability or validity in any jurisdiction other than England and Wales of a notarial act issued by me, although I will use reasonable skill and care in complying with the requirements or specifications of that jurisdiction, provided they are expressly brought to my attention,
- b) advice or guidance on the law of any jurisdiction other than England and Wales, or

- c) the legal consequences of your entering into a document or transaction that is to be authenticated by me.

You acknowledge that it is your responsibility to obtain appropriate legal advice from a suitably competent, sufficiently insured, and appropriately regulated lawyer concerning the consequences of any document or transaction that you instruct me to notarise, and you agree that I am entitled to rely on that acknowledgment.

I shall complete the supply of my services to you within a reasonable period, subject to the other terms of this agreement.

Once I have completed the supply of my services to you, I shall not owe you any obligation to revisit or keep under review my work product or update it to reflect later developments.

## **7. Written Translations:**

It is essential that **you understand what you are signing**. If a document is in a foreign language which you do not understand sufficiently, I will ask that a certified be translation be obtained. If I arrange for a translation, a further fee will be payable and I will provide you with details of this.

## **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.

In each case, I will need:

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.

### **Additional requirements for companies:**

***I am very likely to need to check the company's 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 have an effect on the level of fees charged.***

### **Additional requirements for partnerships, clubs, etc:**

***I am very likely to need to check the any Partnership Agreement; or relevant Trust Deed; or Charter; or Constitution/Rules.***

## **10. Notarial charges, expenses and payment:**

Please note that where 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 I will ask that you make payment in advance of any such amounts.

## Charges:

If your matter is simple, I will endeavour to charge a fixed fee for my notarial work.

I will always provide you with an estimate of disbursements to be paid in addition to my own fees, such as legalisation fees, postage, overseas phone charges, consular agent fees, courier fees, travelling expenses, translating costs and so on. I do not charge VAT.

For more complicated or time-consuming matters, my fee will be based on my hourly rate which I will advise to you before I begin work, plus disbursements and my expenses.

Unless indicated otherwise, my fee will include time spent on preliminary advice, drafting and preparation time, my time making and receiving telephone calls and correspondence written and record keeping.

## Disbursements:

Some documents require legalisation before they will be accepted for use in the receiving jurisdiction. That is achieved by obtaining an apostille through the UK Foreign Commonwealth & Development Office. For some countries, additional legalisation is required through the relevant embassy or consulate.

I will advise you of the relevant costs of legalisation. Usually, arrangements for legalisation require courier fees to be incurred for the transport of your documents to and from the various offices involved. I will provide you with an estimate of such fees and expenses and, before they are incurred on your behalf, and will ask that you pay them to me in advance.

Where practicable, I will communicate with the overseas recipients of your documents using email and calls made using the internet. Where I am required to use traditional landline or mobile phone services and incur charges by the network provider for calls placed or received by me, those charges will be passed onto you at cost as disbursements.

Payments to me may be made by card or a bank transfer. I do not accept cash or cheques.

Payment of my fee and any outstanding disbursements is due when the document has been prepared. I may retain your document 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.

My charges are payable without discount, deduction, withholding, set-off or counterclaim. If you are acting in a business capacity and you are required by law to make any deduction or withholding from

any payment, you will do so and the sum due in respect of such payment will be increased to ensure that I receive and retain a sum equal to the amount which I would have received and retained had no such deduction or withholding been required.

My charges are payable in pounds sterling only. If you wish to pay me in any other currency then you agree that I may charge you an additional sum representing the cost reasonably incurred by me in converting that other currency to pounds sterling, in order that my charges are fully paid. Where I have or will incur on your behalf a disbursement that is or is to be paid or payable by me in a currency other than pounds sterling, then you agree to pay me such amount as fully reimburses me in pounds sterling for the expenditure that I have paid or will be paying on your behalf.

### ***Responsibility for payment of my charges***

You are solely responsible for payment of my charges, even if you expect or inform us that a third party may be paying me. I do not assume any responsibility (whether in contract, tort or otherwise) to such a third party, unless I expressly agree in writing to do so.

Where I act for more than one person, each such person is jointly and severally responsible for paying my charges.

### ***Non-payment of my charges***

Without prejudice to my other rights, I reserve the right to suspend or terminate my services if any undisputed part of my charges is not paid within 30 days of its due date.

### ***Payment of my charges and termination of this agreement***

Where either of us terminate this agreement early, you are liable to pay my charges for the work I have done up to the time of termination. Where I have agreed a fixed sum for the supply of the services and you terminate early then you agree to pay such reasonable proportion of that fixed sum as reflects the amount of work I have done for you at the time of termination.

### ***Lien***

I may retain any of your documents or property that have properly come into my possession whilst my charges remain unpaid.

## **11. *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. I will estimate timescales for you in my initial correspondence.

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:**

You acknowledge and agree that in accordance with the Notaries Practice Rules 2019, a copy of a notarial act in the public form or the record of a notarial act in private form preserved by me may, upon payment of a reasonable fee, be issued by me to any person or authority having a proper interest in the act.

In accordance with the Notaries Practice Rules 2019, copies of notarial acts in the public form are preserved permanently. My records of notarial acts in private form will be preserved for a minimum of 12 years and indefinitely thereafter.

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.

I am registered with the Information Commissioner's Office as a data controller. Personal data received from you will be held securely. Data collected in preparation of my notarial act and retained within my records will be used solely for the purposes of meeting my professional legal responsibilities to you as a Notary Public.

A link to my privacy policy may be found on my website: [www.bwnotary.co.uk](http://www.bwnotary.co.uk)

## **13. Electronic Communications Facilities**

- 13.1 I welcome the opportunity to communicate with you using your email service or other electronic information exchange facility of your choice (including messaging, data rooms and cloud storage facilities). Those are referred to below as your "Electronic Communications Facilities".
- 13.2 I will have limited, if any, control over the data or documents you choose to store or send to me using your Electronic Communications Facilities, and no control over your access to such facilities; you agree as follows with reference to those facilities:
- (a) I may communicate with you using the email address (or similar) that you provide to me;
  - (b) you will take all reasonable steps to ensure that no-one other than you or persons authorised by you have access to your Electronic Communications Facilities and that all communications I receive from such facilities are sent or authorised by you;
  - (c) you will take all reasonable steps to ensure that your Electronic Communications Facilities (including emails and their attachments) are free of computer viruses and malware;

- (d) you acknowledge that electronic communications facilities, by their nature, are not wholly secure and that I will have limited control or no control over information or documents stored or sent to me using such facilities; and
- (e) you acknowledge that I owe you no duty or responsibility in respect of your use of your Electronic Communications Facilities, their use by someone authorised by you, and their misuse or unauthorised use by any third party.

13.3 You agree that I am entitled to rely on the above agreements and acknowledgments and your performance of the above obligations.

#### **14. Insurance:**

I maintain professional indemnity insurance at a level of at least £1,000,000.00 per claim.

#### **15. Liability restrictions and exclusions:**

- 15.1 My maximum aggregate liability to you for any kind of breach of contract, breach of duty, negligence or other fault on my part, arising out of or in connection with the supply of the Services under the Agreement, shall be limited to £1,000,000 (the "Liability Cap").
- 15.2 Where I act for more than one client in respect of the supply of my services under this Agreement, the Liability Cap shall be apportioned equally between all such clients and you agree that such an apportionment is reasonable.
- 15.3 I do not accept any liability for any loss suffered by you or a third party resulting from my misuse, or the unauthorised use, of my Electronic Communication Facilities.
- 15.4 Nothing in the Agreement shall limit or exclude my liability to any person for fraud or dishonesty, or for death or personal injury resulting from my negligence.
- 15.5 Nothing in the Agreement shall operate to limit or exclude my liability to you or to any other person other than to the extent permitted by any applicable law.
- 15.6 It is agreed and understood that any provision of the Agreement that is inconsistent with clauses 15.4 and/or 15.5 above shall be construed, rectified or severed (to be considered in that order) so as to comply with those clauses.

#### **16. 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.

This is a summary of your key legal rights if you are instructing me as a consumer. These rights are subject to certain exceptions. For detailed information, please visit the Citizens Advice website <https://www.citizensadvice.org.uk/>.

- a) You can ask me to repeat or fix a service if it is not carried out with reasonable care and skill, or receive some money back if we are unable to fix it.
- b) If you haven't agreed a price beforehand, what you are asked to pay must be reasonable.
- c) If you haven't agreed a time beforehand, services must be carried out within a reasonable time.

## **17. 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.

## **18. 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](mailto:Faculty.office@1thesanctuary.com)

Website [www.facultyoffice.org.uk](http://www.facultyoffice.org.uk)

If you are dissatisfied about the service you have received please do not hesitate to contact me.

If I am 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 7655  
Milton Keynes MK11 9NR  
Email [secretary@thenotariessociety.org.uk](mailto: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 me that you were dissatisfied, make your complaint to the Legal Ombudsman\*, if you are not happy with the result :

Legal Ombudsman  
PO Box 6167  
Slough  
SL1 0EH  
Tel : 0300 555 0333  
Email : [enquiries@legalombudsman.org.uk](mailto:enquiries@legalombudsman.org.uk)  
Website : [www.legalombudsman.org.uk](http://www.legalombudsman.org.uk)

If you decide to make a complaint to the Legal Ombudsman, you must refer your matter to the Legal Ombudsman:-

- (a) Within six months of receiving a final response to your complaint; and
- (b) Six years from the date of act/omission; or
- (c) Three years from when you should reasonably have known there was a 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 5<sup>th</sup> 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.

## **19. *Applicable law and the jurisdiction of the courts***

If you are acting in a business capacity: This agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales. Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including noncontractual disputes or claims) arising out of or in connection with it.

If you are acting as a consumer: These terms are governed by the law of England and Wales and you can bring legal proceedings in respect of my services in the courts of England and Wales.

28 May 2024