

USEFUL INFORMATION ABOUT VISITING A NOTARY PUBLIC AND OUR TERMS OF BUSINESS

The vast majority of new clients are unfamiliar with the notarial profession and many, having completed the transaction may never need to visit a notary again. We have put together this document to explain what can be expected of you and to give you some key information. These terms and conditions, together with any quotation that we have issued to you, our Data Protection Policy and our Data Protection Privacy Notice (available on our website) are collectively called the “Terms” and shall apply to all notarial and services provided by us to you. Your instructions (or continuing instructions) are deemed acceptance of the Terms and your willingness to be bound by them in forming a contract with Northern Notarial Services Limited.

“We” means Northern Notarial Services Limited, a company registered in England with registration number 14465530 and registered office at St. Paul's House, 23 Park Square South, Leeds, LS1 2ND.

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.

2. *Appointments*

It is essential that any appointments are pre-arranged because we work flexibly and sometimes remotely- we may not physically be at the office on a given day. If required, documents can be left with the Orega reception desk on the 3rd floor at the office, but we ask that you let us know that you are doing so in order that they can be collected if we are not on-site. Please mark such documents FAO Mark Cross, Northern Notarial Services.

We are a small company and we try to be as flexible as possible. Although we generally offer appointments during business hours, we find that for convenience clients often prefer that we make home visits or visit corporate clients at their place of business. We are happy to do so and actually prefer this arrangement. If the notarial appointments take place outside of our office we may make an additional charge to cover travelling time and expenses. No additional charges will be applicable within a 5-mile radius of our central Leeds office or to visits within North Leeds generally. Occasionally we may not be able to see you within the timeframe you require, or we may decide that we are not able to act for you in which case we will advise you that that is the case and will provide you with the necessary information to locate an alternative notary.

The quickest way to contact us in the first instance is by email, attaching the documents identified in paragraph 4 below.

3. *Signatures:* The Notary should normally witness your signature. Please do not sign the document in advance of your appointment with us.

4. *Documents 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.

<https://support.apple.com/en-gb/HT210336> is a useful link on scanning documents using an iphone or ipad.

5. Identification: At our meeting, we 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

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;

Failure to do so may mean that the services cannot be completed.

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. Again, failure to do so may mean that the services cannot be completed. We may also ask to see further evidence of identity such as marriage certificates etc and will advise you of this if necessary.

6. 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.

7. Advice on the document: If you bring a document to us for authorisation as a Notary, we will advise you as to the formalities required for completing it. Where appropriate we will liaise with your foreign lawyers and take their advice on the acceptability of the document in the foreign jurisdiction, but we cannot accept responsibility if the document is not accepted.

It is essential that you understand what you are signing, and you may need to take appropriate advice on this from a lawyer qualified in the appropriate jurisdiction. We are not qualified to advise on the foreign law and therefore are not able to advise you about the transaction itself.

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, we may have to 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 we 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 we may have to insist. Please be prepared for these and telephone with any point of difficulty before attending 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 we 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 our charges are set out below. We will provide a quotation for work prior to your acceptance, and request that specific details of what you require is provided to allow us to do so. In most cases, this will be the document that needs to be notarised and the instructions received with it (although for requests for copies of corporate documents, a summary may be sufficient). Please note that if we 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 you are normally required to make payment in advance of any such amounts.

Charges:

We believe that clients prefer to instruct us on a fixed fee basis and find that most personal matters can be completed this way.

If we have clear understanding of what is required, we will endeavour to charge a fixed fee. To keep it straightforward, this fee will include disbursements such as legalisation fees, postage, consular agent fees, courier fees, travelling expenses, translating costs and so on. We do not charge VAT on our fees but there may be an element of VAT incurred on disbursements from third parties which will be passed on.

For more complicated or time-consuming matters- typically company matters or those involving multiple documents- the fee will be based on our hourly rate of £275 (no VAT) subject to a minimum fee of £120, plus disbursements and any VAT on the disbursements. The fee charged may include time spent on performing the necessary identification and other checks, preliminary advice, drafting and preparation time, making and receiving telephone calls, correspondence written and received in all formats, arranging legalisation and other disbursements, 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 and Development Office (FCDO) (often referred to as "getting an apostille"). For some countries, additional legalisation is required through the relevant embassy, commission or consulate. Legalisation can be a complex process and generally a third-party consular agent is used. The timescales and costs will vary depending on the specific country and requirements and we will provide a cost estimate and expected timescale for these prior to any expenditure. For non-urgent FCDO legalization, we can apply directly but it will take significantly longer and we are unable to track progress when they are issued. This may be an option where there are several documents to be legalised and you are able to wait several weeks for their return.

Depending on the specific requirements of the foreign requestor, some documents may need validation by a third party who charge for doing so, for example academic certificates. Some documents cannot be copied due to crown copyright restrictions and a certified copy must be requested from the appropriate authority.

12. Payment

For private individuals:

An invoice will be raised and sent to you ahead of our meeting. Payment of our fee and disbursements is usually requested at our meeting. Payment can be either by BACS or by card- **please note that our bank details are printed on our invoice and we will never contact you to request that you change our bank details after issuing the invoice.** If you are unsure, these details can be validated during

our meeting. We may retain any document pending payment in full. If legalisation is required, the document will be sent through the FCDO and any necessary consulate/embassy before being returned to you, usually by Royal Mail Special Delivery.

For corporate clients:

We will issue an invoice to your company on completion of our services and following legalisation. Payment terms are seven (7) days from date of invoice, with payment by BACS preferred. For some countries, consular or embassy legalization fees for corporate documents are significant, and we may ask for payment on account to cover these.

Occasionally unforeseen or unusual issues arise during the course of the matter which may result in a revision of the 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. We will notify you of any changes in the fee estimate as soon as possible.

13. *Typical Stages of a notarial transaction:* Each notarial matter is different and the requirements and timescales will vary greatly depending upon the work involved. A common variable is 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

14. *Notarial Records and Data Protection:* When we carry out our work for you, we are required to make an entry in a formal register, which is kept by us as a permanent record. We will retain a copy of the notarised documentation with that record. Our 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. For full details of our Privacy Policy and Data Processing Terms please see our website: www.n-ns.co.uk

15. *Insurance:* In the interests of our clients we maintain professional indemnity insurance at a level of at least £1,000,000 per claim.

16. *Termination/ Your Right to Cancel:* You may terminate your instructions to us at any time by giving us 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 give us instructions to commence or request us to continue, as appropriate.

You can cancel your contract within the cancellation period by giving us a clear statement and we 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 us of the cancellation.

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 we have performed and this proportion will not be reimbursed to you. The nature of notarial services means that work is likely to be performed (and costs start to be incurred) immediately upon your instruction. In the event that the work has been completed within the cancellation period, you will be liable for the full fee and will lose the right to terminate.

17. Termination by us: We reserve the right to terminate our engagement with you if we have good reason to do so, for example, if you do not pay a bill or comply with our request for a payment on account or you fail to give us the co-operation which we are reasonably entitled to expect.

18. Limitation of Liability: *This clause applies only where you are acting in the course of a trade, business or profession. Where you are not acting in the course of a trade, business or profession (i.e. as a consumer), for more detailed information on your consumer rights, please visit the Citizens Advice website www.adviceguide.org.uk.*

The contract you make is with us as a company. You will not bring any claim against any of our individual employees, consultants or directors personally in respect of losses you suffer or incur, however arising, in connection with our services. This will not limit or exclude our liability for the acts or omissions of our employees or directors.

If we engage third parties to advise you or act for you, we will not be liable in respect of any advice given or work undertaken by them.

Subject to the sub-paragraph immediately below, our total liability to you in respect of all losses arising under or in connection with this contract, whether in contract, tort (including negligence), breach of statutory duty or otherwise, shall in no circumstances exceed £1,000,000.

Nothing in these terms shall limit or exclude our liability for: (a) death or personal injury caused by our negligence, or the negligence of our employees, agents or subcontractors (as applicable); (b) fraud or fraudulent misrepresentation; or (c) any matter in respect of which it would be unlawful for us to exclude or restrict liability.

We shall under no circumstances whatsoever be liable to you, whether in contract, tort (including negligence), breach of statutory duty or otherwise, for any: (i) loss of profit, loss of business, business interruption, loss of business opportunity; or (ii) any indirect or consequential loss arising under or in connection with this contract.

19. 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 us and we will do what we can to make you happy.

If we are unable to resolve the matter you may then complain to the Notaries Society of which our 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 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 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 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 one year from the act/omission or within one year from when you should reasonably have known there was cause for complaint.

20. Electronic Communication: Unless you instruct us otherwise in writing, we may communicate with you by email. Because of the nature of email communication, we cannot guarantee its confidentiality. If you use email to contact us, or, if you inform us of your email address, we will assume that you accept this risk and, by implication, you allow us to communicate with you by email. We will not encrypt my outgoing emails, unless you tell us to do so, and you and we are able to agree and implement a mutually acceptable encryption method.

We do not accept any responsibility for viruses or anything similar in any emails or any attachments originating from us. Also, we do not accept any responsibility for any changes to, or interception of, any email or any attachment after it leaves our information system.

21. Confidentiality: we will deal with your affairs in strict confidence. Unless the disclosure is authorised by you, is a necessary part of the work we are undertaking for you or is required under the provisions of any applicable law or court order, we will not disclose confidential data relating to you or your affairs to third parties in breach of our professional obligations of confidentiality.

Please note that the Faculty Office has rights of inspection to ensure good practice and conduct.

The disclosure of information by us in good faith to any regulatory authority or Government agency (including, where required, the National Crime Agency) to comply with any statute, regulation or other requirement will not constitute a breach of confidentiality.

In addition, under the Notarial Practice Rules 2019, any person with sufficient interest may request and be supplied with a copy of any notarial act. The disclosure of a notarial act by us to such person will not constitute a breach of confidentiality.

22. Contract (Rights of Third Parties) Act 1999: No third party is intended to have any rights to enforce or rely on these Terms under the Contracts (Rights of Third Parties) Act 1999.

23. Law and Jurisdiction: These Terms are governed by the laws of England and Wales and any dispute or legal issue arising from these Terms will be considered exclusively by the courts of England and Wales

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