

Terms of Business

- **1. Appointments**

I offer appointments during business hours and occasionally outside of business hours in some exceptional circumstances. I will also make home visits and attend corporate clients at their offices if required. On such occasions where my notarial services take place outside on the office, I will usually make an additional charge to cover any travelling time and expenses.

If I am unable to act for your or assist you within your required timeframe, I will advise you at the earliest possibility and provide you with information of 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 is always best practice for the Notary to have sight of the documents prior to any appointment. This saves time, expense and avoids the risk of any required omissions. Please let me have the originals or photocopies of:

- ❖ The documents to be notarised
- ❖ Any letter or other form of instruction which accompanied the documents
- ❖ Your evidence of identification

- **4. Advice on your document**

As a Notary, I am only able to advise you on the formalities required to complete the notarial act. **I will not be able to provide any legal advice in relation to the document itself.**

- **5. Written translation of your document**

It is imperative that you fully understand the document which you are signing. If the document presented to me is in a language that you do not understand sufficiently, I may have to insist that a professional translation be obtained.

As part of my services, I will be able to arrange this for you for an additional fee payable.

Should you wish to obtain the professional translation, your selected translator should add a certificate stating his/her name, address, relevant qualifications and state **“that it is a true and complete translation”** of your document.

- **6. Identification**

I will need you to produce by way of formal identification for EACH individual named in your documents, the original of:

- **A valid current passport**

Or

- **A valid photographic driving licence or National Identity card**

PLUS

- **A bank statement, credit card statement, utility bill or similar, that clearly shows your current residential address and is not more than three (3) months old.**

You must also bring with you to the appointment any further means of identification documents that are referred to in the papers requiring me to notarise.

Please note:

The documents that are requested to establish and confirm your identification, are required in ORIGINAL form (Passports/Driving licence/Identification Cards).

Proof of names – In the case where the name on the document is different to the name you are currently using, please provide additional documents such as, Certificates of Baptism, Birth, Divorce Decree or Marriage to assist with this.

Change of name – if there has been a change of name at any point, please provide the Deed Poll or statutory declaration that dealt with this.

In relation to bank/credit card statements and utility bills, scanned, photocopied, internet printed or certified copies will not be accepted. Please contact the relevant providers for original statements.

Each document you provide from the above, must show your current name at the time of presentation for it to be accepted.

Company Identification

If the document that requires a notary is to be signed by you on behalf of a company, business Partnership, Club, Charity or other incorporated body, there are further identification requirements in each case for example:

- ❖ Evidence of the authorised signatory (as mentioned above);
- ❖ A letter of authority, meeting minutes, board resolution or power of attorney confirming your authority to sign the document;
- ❖ A copy of the Company letterhead showing the Company's registered office;
- ❖ On occasion, copies of latest annual accounts, tax assessments and VAT return may also be required.

In addition to:

- ❖ **For Companies:**
 - Details of Directors and secretaries
 - A copy of Memorandum and Articles of Association
 - Certificate of Incorporation and any change of name

- ❖ **For Business Partnerships, Charities and Clubs:**
 - Appropriate Partnership agreement
 - Appropriate Charity Charter or Trust Deed
 - Appropriate Club Constitution/ Rules

Please prepare in advance the above mentioned. If you have any difficulty in doing so, please contact me before attending the appointment.

- **7. Notary fees**

An early indication of costs can usually be given once the full details of your requirements are known. I have a minimum fee of £95.00

For a more complex and time consuming matter, the fee charged will be calculated and based on time spent on preliminary advice for your matter, preparation time including all correspondence both written and electronic, arranging legalisation and record keeping on completion.

Wherever possible, I will endeavour to charge a fixed fee to include all disbursements, such as consular fees, consular agent fees and travelling expenses. Please contact me to discuss.

I am not VAT registered, therefore there is no applicable VAT to my fees at this time.

Disbursements

These are any additional expenses that are incurred in order to complete your matter.

These may include:

- ❖ Translation fees
- ❖ Courier fees
- ❖ Postage fees
- ❖ Legalisation fees
- ❖ Apostille fees
- ❖ Consular agent fees
- ❖ Travelling expenses

Wherever possible any additional disbursements will be advised prior to commencing your instruction. Travelling expenses are based 60p per mile to your location and return travel to my office plus any other travel expenses that may be incurred for this arrangement.

Courier and postage charges will be determined once the number of documents required to complete the matter are confirmed by the receiving foreign jurisdiction.

Please note that on occasion and in the event of unforeseen or unusual circumstances whilst dealing with your matter, it may be necessary to revise my fee estimate. This may be due to extra documents being required to be notarised, further legalisation needed to meet the receiving jurisdiction's approval, or unexpected increases of any third party costs e.g. consular agent fees etc.

I will notify you as soon as possible, should any revision to my fee estimate occur.

- **8. Payment:**

Payment of my fees can be made by cash, debit/credit card or via Bank transfer.

Please note that debit and credit card payments will incur a small service fee (1.8% of the total invoice)

Maximum cash payment that can be accepted is £500.00.

On acceptance of your instruction, I will provide you with the fee estimate and the relevant bank details if required.

Full payment of my fee and any disbursements is due on completion of your document.

- **9. Stages of a notarial transaction**

Each Notarial act can vary in its requirements and of course it's timescale to completion. However, the typical key stages are likely to include the following:

- ❖ Receiving from you the documents to be notarised and any additional accompanying instructions and reviewing them;
- ❖ Liaising with your legal solicitors/advisors and other bodies to ensure all necessary documentation is acquired in order to deal with your document;
- ❖ Checking the identity, capacity and authority of the individual who is to sign the document;
- ❖ Checking with any issuing authority that any award and/or certificate is genuine when certification is required.
- ❖ Drafting and affixing or endorsing a notarial certificate to your document;
- ❖ Arranging for legalisation/Apostille as appropriate for your document;
- ❖ Arranging for storage of copies of all notarise documents in accordance with the requirement of the Notarial Practice Rules 2019.

- **10. Notarial Records and Data Protection**

When I carry out my work for you, I am required to make an entry in a formal written register (hard copy) which is kept by me as a permanent record.

I also retain copies of the notarised documentation permanently, which is stored with **NotarySAFE**. This is a secure online storage facility, which encrypts, and uploads your data into a highly secure data centre. This not only protects your data from unauthorised access and fraudulent use, but also protects it against ink fade and degradation over time.

The Notaries Society and the Faculty Office, in every instance could have access to any stored notary documents for legitimate purposes.

All data collected as part of my notarial records is used solely for the purpose of meeting our professional legal responsibilities as Notaries Public.

Full details of my Privacy Notice are enclosed separately and available on my website:

www.tbnotary.co.uk

For further information about your data protection and information rights visit www.ico.org.uk

- **11. Insurance**

My profession indemnity insurance cover is £1,000,000 million per claim as specified by the Master of the Faculties.

- **12. Your Right to Terminate/Cancel**

You may terminate your instructions at any time with reasonable written notice. All of my fees and disbursements incurred on your behalf up to the date of termination will be due and charged to you.

Consumer Cooling off Cancellation Period – Consumer 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 engagement letter, or the date on which you continue to provide instructions to me, whichever is earlier.

You can cancellation you contract with me within the cancellation period by providing me with a clear statement and, I will reimburse all payments received by you in the same method that you used, at no cost to you, without undue delay, and not later than fourteen (14) days after the day you inform me of the cancellation.

If you ask me to commence work during the “**cancellation period**”, you are still able to cancel my services, but you must pay an amount in proportion to the work which I have performed and, this proportion will not be reimbursed to you.

- **13. Termination by the Notary**

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 an invoice or comply with my request for a payment on account or you fail to give me the cooperation which I am reasonably entitled to expect.

- **14. Complaints Policy and Procedure**

In the unlikely event that you should need to make a complaint, my notarial practice is regulated by 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 – tracey@tbnotary.co.uk

- ❖ 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:

**Christopher Vaughan
The Secretary
The Notaries Society
Old Church Chambers
23 Sandhill Road
St James
Northampton NN5 5LH
Email: secretary@thenotariessociety.org.uk
Tel: 01604 758908**

If you have any difficulty making a complaint in writing, please do not hesitate to call The Notaries Society for assistance.

- ❖ Finally, even if you have your complaint considered under the Complaints Procedure, you may at the end of that procedure or after a period of eight 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:

TRACEY M.H. BEGLEY
TB NOTARY SERVICE

Legal Ombudsman
PO 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, this should be done within six months from receiving a final response and conclusion of the complaint process.

Certain types 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