

## Terms of Business

### 1. Introduction

Roythornes Notarial Services is a partnership operated by Tim Russ and Elizabeth Walters. In instructing one of our Notaries to carry out notarial work for you, you are entering into a contract with Roythornes Notarial Services (a firm).

These notes are intended to help you understand the work that a Notary Public has to do. I hope that they may save time and expense, both for you and for me. They are not exhaustive, and not every point covered will apply in every case.

### 2. Who are Notaries Public?

A Notary is a qualified lawyer – a member of the third and oldest branch of the legal profession in the United Kingdom. We are regulated through the Faculty Office of the Archbishop of Canterbury. The rules which affect Notaries are very similar to the rules which affect Solicitors. We must be fully insured maintaining cover for the protection of our clients and the public. We must keep clients' money separately from the business and comply with stringent rules of practice, conduct and discipline. A Notary Public in England has many of the same responsibilities as Notaries in European countries. Anyone who has dealings with a Notary Public in the USA may be surprised at the different formalities and cost over here. The role and responsibility of the Notary Public in the United States is very different.

### 3. Not a Mere Rubber-Stamping Exercise

The international duty of a Notary involves a high standard of care. This is not only towards you as the client but also to anyone who may rely on the document and to Governments or officials in 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.

As a Notary I have to act independently; my overriding duty is 'to the transaction'.

### 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)

If neither of the above are available, at least **two** of the following:

- A current old style driving licence (without photo); or other formal means of identification;
- A utility bill showing your current address;
- Any other means of ID, which may be referred to in the papers, sent to you as being required.
- If any of the above do not incorporate a good photographic likeness, please be ready to let me have a recent photograph for me to retain with my records.

## **5. Data Protection and Privacy**

Roythornes Notarial Services will comply with any obligations we may have under Data Protection Legislation in respect of personal and other data provided to us. Our privacy notice detailing what we will do with your data is available on request at [www.roythorne.co.uk](http://www.roythorne.co.uk).

We may make disclosures of information which is confidential to you:

- a. for the purpose of acting for you including, without limitation, disclosures to your other advisers or to third parties involved in the work we are undertaking for you;
- b. to our professional indemnity insurers if, in relation to your matter, it becomes necessary under the terms of my professional indemnity insurance to notify circumstances which may give rise to a claim against my (this may include communications which would ordinarily be protected by legal professional privilege);
- c. as required by law or by any regulatory authority to which I am subject;
- d. for the purposes of complying with my obligations under anti-money laundering or counter terrorist financing legislation for the time being in force;
- e. for the purpose of applying my risk management policies; or
- f. for the purpose of acquainting Roythornes Limited with our services as Notaries.

Further, Roythornes Limited of Enterprise Way, Spalding, Lincolnshire, PE11 3YR provides Roythornes Notarial Services with services for the purposes of our Notaries carrying out their roles as Notaries including administrative assistance, office space and IT and storage facilities. You should be aware that all of your personal data will be shared with Roythornes Limited and its employees to the extent necessary in their provision of administrative assistance and facilities to our Notaries.

Your personal data including copies of your ID and of my Notarial Act will be kept by Roythornes Notarial Services and the individual Notary for at least 12 years. In some circumstances, copies of the Notarial Act may be reproduced to parties with a legitimate interest in it.

We may need to transfer your personal data outside of the EEA in order to perform any contract if necessary for the performance of our services. For example, we have been asked to provide a copy of our Notarial Act to a solicitor abroad.

## **6. Signature**

The Notary should normally witness your signature. Please do not jump the gun by signing the document in advance of your appointment with me.

## **7. Papers to be Sent to Me in Advance**

It can save time, expense and mistakes if, as long before an 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.

## **8. Timescales and Service Information**

The Notary will provide the outline of the service to be provided when the documents requiring notarisation are received from you. This may include e.g. information as to requirements and costs for obtaining an apostille; requirements and third party costs to check the qualifications obtained etc.

The Notary will provide the timescale for notarising and, if necessary, legalising the document(s) upon receipt of the documents from you.

## **9. 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 with, e.g. Certificates of Birth, Baptism, Marriage, or a Divorce Decree. If there has been a change of name, then I will need to see a copy of the Deed Poll or Statutory Declaration, which deals with it.

#### **10. Chain of Evidence**

Notarisation is accepted as a safeguard under international law. The signature and seal of the Notary are recognised as a link in the chain of evidence relating to international documents. If therefore I seem to you to be a bit fussy over minor details, please understand the responsibility placed on me!

#### **11. Examining the Evidence**

Accordingly, careful examination by the Notary is required to check whether both the document to be notarised and your personal ID are original, genuine, valid, complete, accurate and unaltered.

#### **12. Incomplete Documents**

The Notary has to check that each document to be notarised is fully completed. Unfortunately, many documents produced as ready for signature have blank spaces left in them, not always intentionally! This occurs even when other lawyers or professional advisers have prepared them. If you can help in identifying the information needed to complete any blanks in documents, it will save time when we meet. However, please do not mark the document itself until I have seen it.

#### **13. Advice on the Document**

If you bring a document to me for authorisation as a Notary, I will advise you as to the formalities required for completing it. However, I shall not be attempting to advise you about the transaction itself, and you must seek such advice from your own lawyers or persons asking you to have the document signed before me.

#### **14. Written Translations**

It is important that you understand what you are signing.

- Sometimes a professional translation is required.
- If it is in a foreign language, which you do not understand sufficiently, I may have to insist that a translation be obtained. If I arrange for a translation, a further fee will be payable.
- Unless you have a good understanding of the language yourself, an informal or amateur translation is rarely satisfactory.
- 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."

#### **15. 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.

#### **16. 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:

- Evidence of identity of the authorised signatory (as listed in 6. above).

- A letter of Authority, Minute, Resolution or Power of Attorney, authorising you to sign the document.
- In some instances I may have to see a copy of the latest Annual Accounts; the latest Tax Assessment; the latest quarterly VAT Return.

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.

Additionally, partnerships, clubs, etc:

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

I may have to insist on seeing originals of these documents. If you do show me photocopies, they would have to be certified on behalf of the persons holding the originals and who may not be able to release them. The certificate should be in the following form:

*"I certify that this (with the following ..... pages) is a true and complete copy of the original document which is currently held by me.*

*Full name of signatory:*

*Who certifies in his/her capacity as:*

*Signature .....*

*Date ....."*

## **17. Notarial Charges and Expenses**

- My charges: My current hourly rate is £200. The minimum charged for dealing with a single document is normally £150.
- Once I have seen any documents and any instructions sent to you about the document, I may be able to give you a firm indication or estimate of the likely charges.
- Payments out on your behalf: I may have to pay legalisation fees to the Foreign and Commonwealth Office and/or a foreign embassy. There might be translator or interpreter fees. Other payments may be required including travelling expenses. Your approval of these will be obtained and you are normally required to make payment in advance of any such amounts.
- Basis of charging: If it is a simple matter of witnessing a document, a fixed fee will be charged. You will be informed of the fixed fee applicable before we start work. If there are complications or if I am required to draft a document, or obtain legalisation, the charge will be based upon time spent. This may include telephone calls made or received, letters sent and received, time spent in interview, on drafting, and in preparing the necessary entries in my notarial register.
- Special factors which might result in an increase in the charge include:
  - Complexity or novelty.
  - The number and importance of the documents.
  - If the work has to be done away from this office.
  - Special urgency, which may require me to drop other work to deal with yours or if the work unavoidably has to be dealt with outside office hours.
- Payment: My notarial charges are normally payable upon signature of the document requiring notarisation and I reserve the right to retain any completed document until payment has been received.

## **18. Notarial Records**

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, in the case of 'public' documents I will keep a copy bearing your original signature on it so I can issue further certified copies if required to do so in the future by you. I can be required to deal with queries from, eg, foreign lawyers, Land Registries or embassies to confirm the fact that you saw me.

## **19. Professional Indemnity and Limitations on Liability**

It is agreed between us that any liability or loss or damage suffered by you arising out of the services the Notary provides will be limited to the amount to which we are entitled to be indemnified in respect of that liability under the compulsory professional indemnity insurance held by us. We hold professional indemnity insurance of at least £1,000,000.00.

The amount of any liability is to be reduced so far as may be appropriate to take account of the degree of responsibility of any other professional or other advisers whom the client has consulted in relation to the matter.

No liability whatsoever will be accepted in relation to any loss, damage or liability whatsoever caused directly or indirectly to any party other than the client for whom I have agreed to act in connection with the relevant matter. No third party shall have any right to enforce any contract to provide advice or services or to rely upon any advice given or opinion expressed. The application of any legislation conferring on third parties contractual or other rights, including the Contract (Rights of Third Parties Act 1999) shall be excluded insofar as permitted by law.

No liability whatsoever will be accepted where such liability either arises from any instructions or information given by the client or by any third party being incomplete, inaccurate or incorrect; or where such liability is for any indirect, economic or consequential loss or damage, costs, expenses or other claims for consequential compensation whatsoever or howsoever caused which arise out of or in connection with the services provided by me or for loss of profit, loss of business, loss of data, depletion of goodwill or loss occurring in the normal course of business or otherwise.

No liability will be accepted for any claim first brought outside the United Kingdom.

These limitations will apply notwithstanding any express or implied term of business or any collateral agreement or warranty, whether express or implied.

## **20. Complaints Procedure**

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

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 we are 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  
PO Box 7655  
Milton Keynes MK11 9NR

Telephone: 01604 758908  
Email: [secretary@thenotariessociety.org.uk](mailto: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 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:

Legal Ombudsman  
Baskerville House  
Centenary Square  
Broad Street  
Birmingham B1 2ND

Telephone: 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 within six months from the conclusion of the complaint process.

**ACCEPTANCE OF THESE TERMS**

I/We accept these Terms and Conditions of Business

Signed.....

Dated.....

\*Where these Terms and Conditions have been sent out and acknowledged by e-mail your acknowledgement shall be treated as substitution for a written signature.

**ACCEPTANCE TO BEING CONTACTED FOR MARKETING PURPOSES**

I/We agree to our personal data being shared with Roythornes Limited of Enterprise Way, Spalding, Lincolnshire, PE11 3YR and to being contacted by them for promotional purposes.

Signed.....

Dated.....