

**SARAH E. CROWTHER
NOTARY PUBLIC**

**VISITING A NOTARY PUBLIC
NOTES FOR CLIENTS**

1. **INTRODUCTION:** These notes are intended to help you understand the work that the Notary Public has to do. I hope that they may save time and expense, both for you and 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 appointed by the Archbishop of Canterbury and are subject to regulation by the Court of Faculties. 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 their clients and the public. If we hold clients' money this must be kept separately from the business we must 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 USA 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 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.

As a Notary, I have to act independently; my overriding duty is "to the transaction".
4. **SIGNATURE:** The notary should normally witness your signature. Please do not sign the document in advance of your appointment with me.
5. **PAPERS TO BE SENT TO ME IN ADVANCE:** It can save time, expense, and mistakes if, as long before the appointment as possible, you can let me have the originals or photocopies of the document(s) that you have been asked to sign and any instructions you have been given about signing the documents.
6. **IDENTIFICATION:** Please bring your identification with you to our meeting:-
 - Your current passport
 - Proof of address – either a current photo card driving licence or an original bank statement or utility bill showing your current address which is not more than 3 months old (I cannot accept a bill which has been e-mailed to you, or copies of identification).

You may also need:-

 - Any other means of ID, which may be referred to in the papers, sent to you as being required.
7. **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, eg, 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 Change of Name Deed or Statutory Declaration, which dealt with it.
8. **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!

9. **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.
10. **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.
11. **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.
12. **WRITTEN TRANSLATIONS:** It is important that you understand what you are signing.
- Sometimes a professional translation is required if the document is not in English.
 - Sometimes the document will be prepared for you in a different language, and if so I will need a translation of the document into English. Unless you have a good understanding of the language yourself, an informal or amateur or 'google translate' translation is rarely satisfactory.
 - If I arrange for a translation, a further fee will be payable.
 - 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”**.
13. **ORAL INTERPRETER:** If you and I cannot understand each other because of a language difficulty, we may have to make arrangement for a competent interpreter to be available at our interview and this may involve a further fee.
14. **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:

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.
4. 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:

1. Certificate of Incorporation and of any Change of Name.
2. A copy of the Memorandum and Articles of Association.
3. Details of Directors and Secretaries.

Additionally, partnerships, clubs, etc:

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

I may have to insist on seeing originals of these documents, or I may need to download copies from Companies House if the documents are available on-line. If you do show me photocopies, they would have to be certified on behalf of the person 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.....

15. **NOTARIAL CHARGES AND EXPENSES:**

- My charges: My current hourly rate is £300.
- Once I have seen any documents and any instructions sent to you about the document(s), I will be able to give you a firm indication or an estimate of the likely charges. Please see a separate leaflet with notes on fees for notary matters.
- Payments out on your behalf: I may have to pay legalisation fees to the Foreign, Commonwealth & Development Office and/or a Foreign Embassy and/or a consular agent. There might be translator or interpreter fees. Other payments may be required including travelling expenses. There may be Companies House search fees for downloading documents on-line. Your approval to 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. 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 and e-mails sent and received, time spent in interview, carrying out Companies House searches, on drafting, and on 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 notarialisation usually by internet bank transfer (I do still accept cheques) and I reserve the right to retain any completed document until payment has been received. If we agree that payment will be made by you afterwards by internet bank transfer (or cheque) it must be made no later than 7 days after the date of the invoice.
- Abortive or terminated work before conclusion: If you instruct me to start work and later decide not to proceed, you will be charged for any disbursements incurred on your behalf and the work carried out up to the point at which you decide not to proceed.

16. **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 usually retain a copy of the notarised document(s) with that record, and will retain that copy (or copies) for at least the minimum period prescribed in my professional notarial rules (currently 12 years). 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 may retain hard copies and or electronic copies. I can be required to deal with queries from, e.g. foreign lawyers, Land Registries or Embassies to confirm the fact that you saw me. Copies of documents may be stored on remote data facilities but in an encrypted form.

17. **CONSUMER CONTRACTS REGULATIONS 2013:** If you are a consumer, the Consumer Contract Regulations 2013 contain requirements which apply to my contract with you. I must supply certain information, all of which will be discussed with you and will be provided in these terms of business and in my correspondence with you or at our meeting. Furthermore if these regulations apply you have the right to cancel the contract and please refer to the attached notice of your right to cancel if applicable. If you wish me to commence work on your matter without delay, (i.e. within the 14 day cancellation period) I shall need you to confirm this in writing, please, before I can commence work for you.

18. **DATA PROTECTION:** As part of the work of a notary, it is inevitable that you will disclose sensitive personal information to me. I will need to use such information for the purpose of carrying out the notarial work and may need to send documents containing this information to others such as the Foreign, Commonwealth & Development Office, Embassies or Consulates, consular agents, translators, academic institutions, other lawyers and others to whom you wish me to correspond by e-mail or by post or by fax, in order to carry out your instructions, or others to whom I am required to deal with queries.

I may need to store such information in hard copy form and or electronic form. In the case of “Public” form notarial documents, a copy will be kept of the document forever. In the case of

other documents and copies of identification, I will usually retain a copy of the document(s) notarised, your identification and other information for a reasonable period of time and for at least 12 years as prescribed by my professional notarial rules. Electronically held data will initially be stored on a computer network which is shared with Mercers solicitors. Any hard copy of documents with personal data will be stored initially in the office at Mercers Solicitors, 50 New Street, Henley-on-Thames, Oxon, RG9 2BX and may subsequently be stored in an archive facility (currently "Notary Safe") and may also or solely be stored in an electronic form on remote data facilities in an encrypted form. However, all notarial work is conducted separately from Mercers solicitors.

If you instruct Mercers solicitors separately on other legal work, I will assume that you consent to me providing a copy of your identification and other personal information such as your address, phone number(s), e-mail address (and any other information which I may have in relation to your instructions for notarial work that you ask me to provide to Mercers in connection with your separate instructions with them), from my notarial records, unless you tell me that you do not wish me to do so in writing.

Subject to carrying out your instructions, I will not (unless required by law to do so), use your personal information for any other purpose and I will make every reasonable effort to keep your personal information secure and only to hold it for a reasonable length of time as required by notarial professional rules or other legislation.

Please see my separate Data Protection Privacy Notice for further details.

19. **ANTI MONEY LAUNDERING & PROCEEDS OF CRIME LEGISLATION:** In compliance with anti money laundering legislation in certain circumstances, without prior notice to you, information will be disclosed by me to appropriate authorities in relation to any suspicion or terrorist financing or money laundering including tax evasion and benefit fraud. By making such a disclosure, I will not be in breach of any duty of confidentiality. If I make a disclosure I may not be able to tell you and I may need to stop working on your notarial matter for a period.
20. **NOTARIAL PRACTISING CERTIFICATE & LIMITATION OF LIABILITY:** I am required under my professional rules to hold a current notarial practising certificate and to hold professional indemnity insurance (currently of a minimum of £1,000,000). My liability to you in respect of any loss or damage howsoever caused whether through negligence, delay, non performance, breach of contract or otherwise is limited to £1,000,000. I will not be liable for any consequential, special, indirect or exemplary damages, costs or losses or any damages, costs of losses attributable to lost profits or opportunities.
21. **REGULATION & 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 Website: 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, PO Box 7655 Milton Keynes MK11 9NR Email: 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 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, 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 you must refer your matter to the Legal Ombudsman within six months from the conclusion of the complaint process.

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

Sarah Crowther, Notary Public

50 New Street Henley-on-Thames Oxfordshire RG9 2BX

e-mail: scrowther@mercslaw.co.uk Tel: 01491 572138 DDI 01494 634273

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