

CHRISLUCAS NOTARYPUBLIC

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NOTARY PUBLIC
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TERMS OF BUSINESS

1. Introduction

These Terms of Business contain important information about our contract. Please read them carefully and if you have any questions at all, please contact me.

These Terms of Business, together with the Data Protection Policy and Privacy Notice displayed on my website (together referred to as "these Terms") shall apply to all notarial matters and any ancillary and incidental services which I may carry out in the course of my business as notary public.

2. 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.

3. Service hours and location

I can offer appointments during business hours (Monday to Friday excluding bank holidays, 9:00 – 17:00) as well outside of business hours, at my discretion. During business hours, I can meet you at the St Albans office of Debenhams Ottaway at Ivy House, 107 St Peter's Street, St Albans, AL1 3EW. Alternatively, I can make home visits or visit corporate clients at their place of business. Where applicable, the fee charged will include 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.

4. Signatures

As the notary, I will usually need to witness your signature, therefore please do not sign any documents in advance of your appointment with me.

5. Documents to be sent to me in advance

It will save time, expense and mistakes if you are able to provide me with the originals or copies of the following **prior to our meeting**:

- 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.

6. Identification

At our meeting, you will need to produce by way of formal identification the original of:

- your current passport; or
- if you do not have a passport, a current driving licence (with photo) or national identity card

in addition to a proof of address document dated within 3 months, such as a utility bill or bank statement. If neither of the above are available in terms of photo identification, you will need to produce 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.

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. I may also ask to see further evidence of identity such as marriage certificates etc. or an additional proof of address document and I will advise you of this if necessary. Please note that if I am unable to verify your identity, I will not be able to accept instructions from you.

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 all relevant legal documents showing the different names that you use (for example Certificates of Birth, Marriage or 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 dealt with it.

8. Advice on the document

If you bring a document for authorisation, as a notary, I will advise you as to the formalities required for completing it. However, I will **not** be attempting to advise you about the document or the transaction itself. If you feel that you need legal advice on the document, you should seek that legal advice elsewhere before arranging to meet with me.

9. 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, I may have to insist that a translation be obtained. If I arrange for a translation, a further fee will be payable and I will provide you with details of this.

If you arrange for a professional translation, the translator should add their name, address, relevant qualification, and a certificate stating: *“Document X is a true and complete translation of Document Y, from the *** language to the English language, both documents being attached to my certificate.”*

10. Oral Interpreter

If you and I cannot understand each other because of a language difficulty, arrangements may need to be made for a competent interpreter to be available at the meeting and this may involve a further fee.

11. 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. Please be prepared for these and telephone me with any point of difficulty before attending the appointment.

In each case, I will need to see:

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); and
3. a letter of authority, minute, resolution or power of attorney, authorising the signatory to sign the document.

For companies, additionally I will need to see the following documents:

4. certificate of incorporation and of any change of name;
5. a copy of the memorandum and articles of association;
6. details of directors and secretaries;

In all cases with companies, I will be carrying out various searches e.g. with Companies House and London Gazette to satisfy myself that the company is in existence and that you have the necessary authority to sign the document. The time and cost of carrying out such searches will be reflected in the fees charged.

For partnerships, clubs etc., additionally I will need to see the following documents:

7. a partnership agreement;
8. relevant trust deed;
9. charter; and/or
10. constitution/rules.

12. Notarial fees and expenses:

Fees

In all cases, I will charge a minimum notarial fee of £120.

My fees are based on an hourly rate of £300. I currently do not charge VAT on my fees.

If the matter is simple, I will endeavour to charge a fixed fee for each component of my service. This will typically include notarisation, arranging legalisation and couriering documents to their destination, if required. The fixed fee will include the necessary disbursements, such as legalisation fees, postage, consular agent fees, courier fees, travelling expenses, translation costs etc.

For more complicated or time-consuming matters, the fee will be based on the hourly rate mentioned above, plus disbursements. The fee charged will include time spent on preliminary advice, drafting and preparation time, making and receiving telephone calls, correspondence written and received in all formats, arranging legalisation and record keeping.

Disbursements (expenses)

Some documents require legalisation before they will be accepted for use in the receiving jurisdiction by obtaining an apostille through the UK Foreign, Commonwealth & Development Office (“**FCDO**”) and, for some countries, additional legalisation is required through the relevant embassy or consulate.

Please note that if I have to make payments (known as disbursements) on your behalf such as legalisation, translation or interpretation fees, or other costs such as travelling expenses, you will normally be required to make payment in advance, usually at or following our meeting. Where a legalisation agent is used, the agent’s fees will be added to the legalisation fees.

Revisions of estimates

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, or the matter becomes significantly more complicated or protracted than anticipated. I 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 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 FCDO, legalisation agents, translating agencies, 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 notarisation process (e.g. information from Companies House or foreign registries, powers of attorney, board minutes 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 I carry out my work for you, I am required to make an entry in my notarial register, which is kept by me as a permanent record. I will retain a copy of the notarised documentation with that record, together with copies of all relevant correspondence and documents, including proof of your identity. My practice is registered with the Information Commissioner's Office. Personal data received from my clients is held securely. 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 my Privacy Policy and data processing terms, please see the ["Key Documents" section of my website](#).

15. Insurance

In the interests of my clients, I 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 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 on which you accept my quote and continue to give me instructions.

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 me to begin work during the cancellation period, you can still cancel but you must pay an amount in proportion to the work which I have performed and this proportion will not be reimbursed to you.

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 a request for a payment on account or you fail to give me the co-operation which I am reasonably entitled to expect.

18. Regulation

My notarial practice is regulated through the Faculty Office of the Archbishop of Canterbury:

The Faculty Office
1, The Sanctuary
Westminster
London
SW1P 3JT
Tel: 020 7222 5381

Email: Faculty.office@1thesanctuary.com

Website: www.facultyoffice.org.uk

19. Complaints

If you are dissatisfied with the service you have received, please contact me in the first instance and I will aim to resolve any issues to your satisfaction.

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
P O Box 876
Chichester PO19 9ZH
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 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
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. Equality and Diversity

I am committed to promoting equality and diversity in all of my dealings with clients and third parties.

21. Contracts (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.

22. Use of technology, devices and Artificial Intelligence:

To the extent that I use any automated decision-making technology, including artificial intelligence, in the course of my services, I do not rely upon the same without human intervention. Before using

any new technology including artificial intelligence, I carry out an appropriate risk assessment to ensure that your rights are not adversely affected by the same.

23. Email correspondence

I use e-mail wherever possible. Where you have provided me with an e-mail address, e.g. by sending an e-mail, I will assume that I may use that address for the sending of unencrypted, sensitive or confidential correspondence or documents to you. I may also, during the course of a matter, send unencrypted, sensitive or confidential information to other persons involved, unless specifically requested by them or you not to do so. All e-mails sent by me and attachments thereto should be scanned for viruses by the recipient.

24. Law and jurisdiction

The terms and conditions of our arrangement and the provision of these Terms shall be governed by English law and shall be subject to the exclusive jurisdiction of the English courts in the case of any dispute. If any provision of these terms is held by any court or other competent authority to be void or unenforceable in whole or part, these Terms shall continue to be valid as to the other provisions thereof and the remainder of the affected provision.

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