

KEN WILCOCK – Notary Services in Manchester and the Greater Manchester Areas

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Visiting a Notary Public and my Terms of Business

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.

I offer appointments during business hours and occasionally outside of business hours in exceptional circumstances. I am also prepared to make home visits or visit corporate clients at their place of business. If the notarial appointments take place outside of my office I will make an additional charge to cover 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.

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 will save time, expense and mistakes if, as long before the 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.

4. **Identification:** I will need you to produce by way of formal identification the original of

- 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;

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 and will advise you of this if necessary.

5. 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 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 I will need to see a copy of the Deed Poll or Statutory Declaration which dealt with it.

6. 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 will not be attempting to advise you about the transaction itself.

7. 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 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.”**

8. 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.

9. 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.

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 I 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.

10. Notarial charges and expenses: Details of my charges are set out below. Please note that if I 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: If the matter is simple I will endeavour to charge a fixed fee to include disbursements such as legalisation fees, postage, consular agent fees, courier fees, travelling expenses, translating costs and so on. VAT is payable on my fees. For more complicated or time-consuming matters the fee will be based on my hourly rate of £275 subject to a minimum fee of £100, plus disbursements/VAT. The fee charged may 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: Some documents require legalisation before they will be accepted for use in the receiving jurisdiction by obtaining an apostille through the UK Foreign and Commonwealth Office and, for some countries, additional legalisation is required through the relevant embassy or consulate. I would be pleased to provide details of the cost of carrying out legalisation of documents on your behalf once you confirm the country involved and what legalisation has been requested.

Payment can be made by cash, or cheque made payable to R K Wilcock, or by bank transfer. Payment of my fee and disbursements is due when the document has been prepared which I may retain pending payment in full.

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 and so on. I will notify you of any changes in the fee estimate as soon as possible.

11. Typical Stages of a notarial transaction: Each notarial matter is different and the requirements will vary according to whether the client is a private individual or a company. 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

12. Notarial Records and Data Protection: 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. My 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 my PRIVACY POLICY and data processing terms please see the Privacy Notice for Clients on this website.

13. Insurance: In the interests of my clients I maintain professional indemnity insurance at a level of at least £1,000,000.00 per claim.

14. Limitations on Liability.

- No liability for loss (including, but not limited to, damages, costs and interest) to you or other parties, whether in contract, tort (including negligence) or otherwise will be accepted by me in relation to any matter in the absence of specific written agreement to the contrary referring to these terms and signed on my behalf in excess of the amount of the my professional indemnity insurance cover from time to time.

- If any loss for which I am liable has been contributed to by act or default on your part or of another party or parties against whom you may have a claim, the responsibility for the loss shall be fairly apportioned between all the relevant parties according to the contribution of each, and I shall only be required to pay that part of the loss which is thus apportioned to me and after applying the limits on liability in these terms.

- No liability whatsoever will be accepted on my part in relation to any loss, damage or liability whatsoever caused directly or indirectly to any party other than the person/organisation for whom I have agreed to act in connection with the relevant matter. No third party shall have any right to enforce any contract by me to provide advice or services or to rely upon any advice given or opinion expressed by or on behalf of us. 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.

- In any event, no liability whatsoever will be accepted on my part where such liability either arises from any instructions or information given by you 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.

- All searches of the Register of Companies carried out by me are effected using the Registrar of Companies' on-line services. To the extent that the Registrar or other provider does not accept responsibility for any inaccuracies or omissions arising from use of the on-line services, I accept no responsibility or liability arising from reliance upon the results of such searches, if they should subsequently be found to be inaccurate or incomplete.

- 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.

15 E-mail Correspondence: It is my policy to 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.

16 Confidentiality: I attach great importance to dealing with your affairs in strict confidence. However, the professional body regulating Notarial practice has rights of inspection to ensure good practice and conduct.

17 Force Majeure: I will not be liable for any loss or damage arising as a direct or indirect result of the supply of services being prevented, hindered, delayed or rendered uneconomic by reason of circumstances beyond my control, including but not limited to Act of God, war, riot, strike, lock out, trade dispute or labour disturbance, accident, breakdown of machinery, fire, flood, storm or difficulty or increased expense in obtaining information or services of any description.

18 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.

19 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 you sign my retainer letter or the date on which you continue to give me instructions, whichever is earlier.

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

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

21 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 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
Old Church Chambers
23 Sandhill Road
St James
Northampton. NN5 5LH
Email secretary@thenotariessociety.org.uk
Tel : 01604 758908

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 6 months 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
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 six months of receiving a final response to your complaint and
 - Six years from the date of act/omission; or
 - Three years from when you should reasonably have known there was cause for complaint (only if the act or omission took place more than six years ago)
- The act or omission, or when you should have reasonably known there was cause for complaint, must have been after 5th October 2010.

*certain kinds 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.