

Susan A Cash
NOTARY PUBLIC
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www.mynotaryhuddersfield.co.uk

SEEING A NOTARY PUBLIC AND MY TERMS OF BUSINESS

1. Seeing a notary: It is almost always the case that you will 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, 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 and the use of false identities.

I offer appointments during business hours and occasionally outside of business hours in exceptional circumstances. I work exclusively by way of home visits / visiting corporate clients at their place of business. I cover the Huddersfield area and am occasionally able to travel further afield to see clients – please enquire. 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 provide you with the necessary information to find an alternative notary.

2. Signatures: The notary should normally witness your signature. Please do not sign the document(s) in advance of your appointment with me.

3. Papers to be sent to me in advance: It will save time and money if, as far in advance of the appointment as possible, you can let me have a copy 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 (see below).

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

- Your current passport, plus one of the following:
- Your current driving licence (with photo) or national identity card, or
- Your council tax bill for the current year showing your home address, or
- A utility bill, credit card or bank statement showing your current address which should not be more than 3 months old.

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 cases 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.

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 able 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, a translation should be supplied. If I arrange for a translation, a fee will be payable for this, and I will provide you with details of this.
- If you arrange for a 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 arrange for a competent interpreter to be available at our appointment, and this may involve an additional fee.

9. Companies, Partnerships etc: If a document is to be signed by you on behalf of a company, partnership, charity, club or other incorporated body, there will be further requirements.

In each case, I will need:

1. Evidence of identity of the authorised signatory (as detailed at point 4 above) and
2. A letter of authority, minute, resolution or power of attorney, authorising you to sign the document.

Additionally, companies: I will carry out various company searches, which may have an effect on the level of fees charged.

Additionally, partnerships, clubs, etc: I will need to see a partnership agreement, trust deed, 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 may be required to make payment in advance of any such amounts.

Charges: If the matter is simple, I will charge a fixed fee to include disbursements such as legalisation fees, postage, consular agent's fees, courier fees, travelling expenses, translating costs and so on. I do not charge VAT on my notarial fees. My minimum fee is £100.

For more complicated or time-consuming matters, the fee will be based on my hourly rate of £200 subject to the minimum fee of £100, plus disbursements. 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, 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 Commonwealth & Development Office and, for some countries, additional legalisation is required through the relevant embassy or consulate.

Payment: Payment can be made by bank transfer, card or cash. Payment is due when the document(s) have been prepared. I reserve the right to retain the document(s) 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 timescales will vary greatly according to various factors and in particular the processing times of third parties such as the Foreign Commonwealth & Development Office, Embassies, translation firms, couriers, etc. Some of the typical 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)
- 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

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 under reference Z9902318. 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 my professional legal responsibilities as a notary. For full details of my privacy policy and data processing terms please see my website: www.mynotaryhuddersfield.co.uk.

13. **Insurance:** I maintain professional indemnity insurance at a level of up to £1million per claim.

14. **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 you sign my retainer letter or the date on which you last gave 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 asked me 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.

15. **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.

16. **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
Tel: 0207 222 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
P O Box 1023
Ipswich IP1 9XB
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/the Faculty Office for assistance.

Finally, even if you have your complaint considered under the Notaries Society’s 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
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 one year from the act/omission or within one year from when you should reasonably have known there was cause for complaint.

All information correct as at April 2023