



Withy King Notaries

Services generally

Authorities in foreign jurisdictions often require a Notary (as opposed to a solicitor or other person) to verify the authenticity of a document and/or someone's identity. Some countries also require the signature of the Notary to be "legalised", by a certificate (an "apostille") of the Foreign and Commonwealth Office ("FCO") and may also require their Consulate to add their own certificate to the document.

Notaries pass strict examinations. They have to keep records of documents forever, maintain separate records, stock materials and maintain professional indemnity insurance. Notarisation is therefore not simply a signature, in the way that some documents can be sworn in a few minutes for a small fee in front of a solicitor or other person for use in this country. Even the simplest job takes the Notary significant background time.

Costs

We charge notarial services as a minimum standard fee of £100.00, based on the time spent on average to deal with an uncomplicated document (including our post-meeting work), but otherwise we may agree a fee according to the number and complexity of documents involved, or charge our hourly rate of £240.00. An average fee is £100.00 – £150.00. Presently, we do not have to charge VAT.

FCO fees for apostilles are currently £30.00 per document. The time taken by the FCO to process an apostille in the ordinary post can vary between a few days and up to two weeks, so we sometimes recommend employing an agent to obtain the apostille in person and avoid delay. The cost of this is approximately £24 (incl. VAT). The express service from the FCO in London costs £75.00 per document, but a personal attendance is required and so an agent is almost always employed in such a case. The fees charged by foreign consulates vary, as do the additional costs of employing an agent to deal with them.

Please be clear what you need us to do when you come and if you can tell us what you require before you come to see us we can estimate the likely fee more accurately.

Unless we agree otherwise in advance, we require payment by cash or cheque on the day we see you. We cannot accept payment by debit or credit cards.

Preparing to see us

If you are bringing a translation of a document that needs notarisation it needs to be by a recognised agency and you must satisfy us that you understand it. If you are asking us to certify a copy of a document we must see the original. If you require us to certify the authenticity of a document's contents (e.g. academic certificates awarded) we may have to spend additional time doing that. Otherwise, we can only certify that a copy we make is a copy of a document produced to us (and said to be an original).

Withy King LLP, 34 Regent Circus, Swindon, Wiltshire, SN1 1PY
Malcolm Gregory T: 01793 847719, M: 07789 172989, F: 01793 847778, E: malcolm.gregory@withyking.co.uk

Withy King is the trading name of Withy King LLP, a limited liability partnership registered in England and Wales with registered number OC361361. Withy King LLP is authorised and regulated by the Solicitors Regulation Authority. The term partner is used to refer to a member of the Withy King LLP or an employee or consultant with equivalent standing and qualification. A list of members is available at the registered office 5-6 Northumberland Buildings, Queen Square, Bath BA1 2JE. Information contained in this communication does not constitute legal advice. All statements of law are applicable to the laws of England and Wales only.

Malcolm Gregory is based at Regent Circus, Swindon. He is a solicitor and partner in Withy King LLP solicitors, and conducts the notarial business from its offices. We can arrange meetings elsewhere, although the charge will reflect the time spent.

When you meet us you will need to provide us with the information shown below, as well as identification and proof of residence, as we must keep copies with our records. If the documents required relate to a child we shall need proof of their identity. If you are appearing on behalf of a company you will also need to provide proof of the company's existence and its authority to allow you to act on its behalf (a resolution, for example, but please note that there are specific requirements where a power of attorney is involved, as it must comply with the law of England and Wales and be in the form of a deed), but we may be able (or need) to download some information from the Companies House website at additional cost.

Your details

- Full names and address of Appearer.
- Contact telephone number(s) and e-mail address(es).
- Nature of your requirements.
- Whether apostille or other legalisation actions are required.

Evidence to verify identity and name and address:

One of:

- Full National Passport
- Full National Driving Licence
- Pension book
- Armed Forces ID Card
- Signed ID Card of employer known to you
- Young person NI card (under 18 only)
- Pensioner's travel pass
- Building Society passbook
- Credit Reference agency search
- National ID Card

AND one of:

- Gas bill
- Electricity bill
- telephone bill
- mortgage statement
- council tax demand
- bank/building society/credit card statement
- young person's medical card (under 18 only)

AND for an unquoted company or partnership:

- Certificate of Incorporation or equivalent
- Certificate of Trade or equivalent
- Company search
- Latest report and audited accounts.

We can obtain this information from Companies House in most cases. In addition we would need to see evidence of your authority to act on its behalf.

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Terms of Business

If we commence notarial work in accordance with your instructions you acknowledge that the terms of business set out below shall be binding between us and you.

"We", "us", "our" means Malcolm Gregory trading as Withy King Notaries

"You", "your" means the person, company or organisation requiring notarial services

Basis of Charging

Fees are assessed mainly by reference to the time spent on the matter, on the basis of an hourly charging rate of £240. Details of the hourly rates applicable to any particular matter are available on request. Rates are reviewed from time to time. There is a minimum fee of £100.

In accordance with Notarial practice guidelines, (which stipulate that fees should be fair and reasonable having regard to all the circumstances of the case), our fees may also include an additional element reflecting other factors including value, importance, speed, complexity or special skills.

If instructions are terminated for any reason, a charge will be made for all work carried out to date. Separate charges are made for any disbursements or expenses incurred on behalf of clients.

Costs include preparatory and drafting work, correspondence and attendance. The Notarial practice is not registered for Value Added Tax and expenses and disbursements will be charged gross.

Estimates

In some cases a fixed cost will be agreed in advance of the work being carried out. For work charged in accordance with hourly rates guidance as to likely costs will be given. Any estimates given will be based on the information available at the time and, although given in good faith, will not be binding. Variations in the instructions given, including requests for additional work or unexpected developments or inexperience, incompetence or lack of co-operation on the part of other parties or their advisers may increase costs.

Invoices

Fees are normally due for settlement on completion of work and prior to release of completed documentation.

Invoices are delivered where required for work carried out, expenses incurred and disbursements made during the conduct of a matter.

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Invoices must be settled within 7 days or, if requested, immediately if further work on the matter is required. Any queries concerning an invoice should be raised immediately upon receipt.

In the event of payment not being made as requested, we reserve the right to decline to act any further on behalf of the client and to exercise a lien on any papers or documents of the client which are in our possession, until payment has been made.

Interest is chargeable from the date of the invoice on invoices outstanding for more than 7 days at 8% per annum above the Base Rate from time to time in force of HSBC Bank Plc.

Liability for Payment

Where we accept instructions from a limited company, we may require personal guarantees in relation to its fees and disbursements from appropriate directors or shareholders (or other individuals or companies) at any stage in the transaction or proceedings. Where the person instructing we do so on behalf of two or more persons, each of those persons shall be jointly and severally liable to us for the obligations on the client imposed by these Terms.

Quality of Service

It is our aim to provide a good service. If you have cause for complaint please immediately notify Malcolm Gregory. If the matter cannot be immediately resolved he will refer your complaint to the Notaries Society of which he is a member, who have a Complaints Procedure

The Notarial practice is regulated by the Faculty Office of the Archbishop of Canterbury:
The Faculty Office
1 The Sanctuary
Westminster
London
SW1P 3JT

Email Faculty.office@1thesanctuary.com

Website www.facultyoffice.org.uk

Alternatively, you can complain to the Notaries Society direct. 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

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If you decide to use the Notaries Society Approved Complaints Procedure, you may at the end of that procedure or after a period of eight weeks from the date of making the complaint to us, make your complaint direct to the Legal Ombudsman (whose contact details are set out below) if the matter has not been resolved to your satisfaction:

Legal Ombudsman
PO Box 6806
Wolverhampton
WV1 9WJ
Tel: 0300 555 0333
Email: enquiries@legalombudsman.org.uk
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.

Data Protection

We comply with the Data Protection Act 1998. Personal data may be used and disclosed by us to third parties in the course of providing services to you and for regulatory purposes. We are required to maintain personal data for regulatory and insurance purposes for a period of time after conclusion of provision of services. Some files (and personal data therein) may occasionally be made available on a confidential basis to an external quality assessor or auditor. We will be entitled to carry out such credit or other searches in respect of you as we consider appropriate.

E-mail

It is our policy to use e-mail wherever possible. Where you have provided us with an e-mail address, e.g. by sending us an e-mail, we will assume that we may use that address for the sending of unencrypted sensitive or confidential correspondence or documents to you. We 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 and attachments we send should be scanned for viruses by the recipient.

Money laundering compliance

We operate a money-laundering reporting procedure as required by law where in the event of any suspicion as to money laundering, information will be revealed to the appropriate authorities. Cash payments will not be accepted over £350 in value. You will be required to provide satisfactory proof of identity and full details of the source and proposed destination of funds. Pending this, funds may be frozen and we will not accept any responsibility for loss or delay caused by your failure to provide such information promptly.

Professional indemnity and limitations on liability

We accept 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 in relation to any matter in the absence of specific written agreement to the contrary referring to this term and signed by both parties in excess of the lower of the sum of £1,000,000 for any one claim or the amount of our professional indemnity insurance cover from time to time. The present cover is for not less than £1,000,000. Specific cover for higher limits may be obtainable and agreed in certain circumstances.

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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 you have consulted in relation to the matter as if we had successfully claimed contribution from them under the Civil Liability (Contribution) Act 1978 taking no regard for any limitation agreed between you and such advisor, and they had the resources to meet the same, provided that we shall not be obliged to make or pursue any such claim for contribution.

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

No liability whatsoever will be accepted on our 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 us 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 company searches carried out by us are made using the Companies House on-line service. To the extent that the Registrar of Companies does not accept responsibility for any inaccuracies or omissions arising from use of the on line service, we 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.

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

Force majeure

We 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 our 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.

Interpretation

English law is applicable to this contract and the English courts shall have sole jurisdiction in the case of any dispute.

Foreign law

We do not advise on foreign law but act in an evidential, authentication capacity.

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Statement of Independence

The Notary practising as Withy King Notaries is Malcolm Gregory. He is a solicitor and member in the separate practice of Withy King LLP Solicitors. The Notarial practice and Withy King LLP are independent of each other. Resources are shared with Withy King LLP. Accordingly, any client referred by Withy King Notaries to that solicitors practice does not have any of the protection attaching to the client of a Notary, but benefits only from the practice rules applicable to a solicitors practice and will be subject to Withy King LLP's Terms of Business, which are available on demand.

August 2014

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