



Royds Withy King Notaries

Services and Terms of Business

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Services Generally

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 simply a rubber-stamping exercise.

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.

The international duty of a Notary involves a high standard of care. Notaries pass strict examinations. They have to keep records of certain 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 to ensure full compliance with the relevant requirements both domestically and abroad. 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.

Costs

We charge notarial services as a minimum standard fee of £130.00 plus disbursements, 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 £290.00. An average fee is £130.00–£190.00 plus disbursements. Presently, we do not have to charge VAT.

Some documents require legalisation before they will be accepted for use in the receiving jurisdiction by obtaining an apostille through the FCO and, for some countries, additional legalisation is required through the relevant embassy or consulate. 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. The FCO presently charge £5.50 for postage within the UK.

Please be clear what you need us to do 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, payment of the fee and disbursements is due when the document has been prepared which may be retained pending payment in

full. This can be by cash, cheque (payable to "Royds Withy King Notaries"), debit or credit card (in person) or by bank transfer.

Occasionally unforeseen or unusual issues arise during the course of the matter which may result in a revision of our fee estimate. Examples of this could include where additional documents are required to be notarised, translations or additional 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. We will notify you of any changes in the fee estimate as soon as possible.

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 FCO, legalisation agents, translating agencies and 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 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

Preparing to See Us

You will be expected to make an appointment. Normal hours of business are 9.00am to 5.30pm Monday to Friday. Appointments outside of this time may be accommodated by special arrangement. Typically, appointments last between 30 minutes and 50 minutes.

Occasionally we may not be able to see you within the timeframe you require, or we may decide that we are not able to act for you in which case we will advise you that this is the case and will provide you with the necessary information to locate an alternative notary.

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

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).

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.

Your details:

Full names and address of appearer.
Contact telephone number and e-mail address.
Nature of your requirements.
Whether apostille or other legalisation actions are required.

Signatures

The notary should normally witness your signature. Please do **not** sign the document in advance of your appointment with us.

Papers to be sent to us in advance:

It will save time and expense if, as long as before the appointment as possible, you can let us 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.

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.

Identification:

We will need you to produce by way of formal identification the original of **one of the following:**

- 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, electricity, telephone bill, mortgage statement, council tax demand, bank/building society/credit card statement (issued within the last three months), young person's medical card (under 18 only)

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. We may also ask to see further evidence of identity such as marriage certificates etc and will advise you if this is necessary.

If the documents required relate to a child we shall need proof of their identity.

AND for an unquoted company or partnership:

- Companies: 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.)
- Partnerships, clubs etc: A Partnership Agreement; or relevant Trust Deed; or Charter; or Constitution/Rules.
- In addition we would need to see:
 - Evidence of the identity of the authorised signatory (as listed above).
 - A copy of the current letterhead (showing the registered office if it is a company).
 - Evidence of your authority to sign the document (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)

We may be able (or need) to download some information from the Companies House website at additional cost.

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 as appropriate 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 we will need to see a copy of the Deed Poll or Statutory Declaration which dealt with it.

Advice on the document

If you bring a document to us for authorisation as a Notary, we will advise you as to the formalities required for completing it. However, we will not be attempting to advise you about the transaction itself.

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

If you arrange for a professional, 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."**

Oral Interpreter

If we are not able to 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.

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 Royds Withy King Notaries of 34 Regent Circus, Swindon, SN1 1PY

"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 £290. 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 £130.

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. We will endeavour to obtain your approval to any disbursements and you will normally be required to make payment in advance.

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. We will notify you of any changes in the fee estimate as soon as possible.

Invoices

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

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

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 and Complaints

It is our aim to provide a good service. The 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 contact Malcolm Gregory.

If we are unable to resolve the matter you may then complain to the Notaries Society of which we are members, who have a Complaints Procedure which is approved by the Faculty Office. The 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
PO Box 6806
Wolverhampton
WV1 9WJ
Tel: 0300 555 0333
Or
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 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 of 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.

Data Protection

We comply with the General Data Protection Regulations and Data Protection Act 2018. 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 make an entry in a formal register, which is kept by us as a permanent record. We will retain a copy of the notarised documentation with that record.

We are required to maintain personal data for regulatory and insurance purposes for a period of time after conclusion of provision of services. Personal data received from clients is held securely and not capable of being accessed externally. 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.

Our Privacy Notice explains how we process personal data and will be provided to you when we are instructed. Full details of the privacy policy and data processing terms are available on <https://www.roydswithyking.com/solicitors-for-life/notarise-a-document-for-an-individual/>

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 to send 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 £500 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.

Termination and your right to cancel

You may terminate your instructions to us at any time by giving us 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 our 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 our retainer letter or the date on which you continue to give us instructions, whichever is earlier (the “Cancellation Period”).

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 us an amount in proportion to the work which we have performed and this proportion will not be reimbursed to you.

We reserve the right to terminate engagement if we have good reason to do so, for example, if you do not pay a bill or comply with our request for payment on account or you fail to give us the co-operation which we are reasonably entitled to expect.

Termination by us

We reserve the right to terminate our engagement by you if we have good reason to do so, for example, if you do not pay a bill or comply with our request for a payment on account or you fail to give us the co-operation which we are reasonably entitled to expect.

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 sum of £1,000,000 for any one claim. Specific cover for higher limits may be obtainable and agreed in certain circumstances. We are insured to the value of £3,000,000 through our professional indemnity insurance policy.

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.

You shall and you hereby agree to indemnify us and its affiliates, agents and subcontractors (each an "Indemnified Party") from and against any claims, losses, demands, actions, liabilities, fines, penalties, reasonable expenses, damages and settlement amounts (including reasonable legal fees and costs) incurred by any Indemnified Party arising out of or in connection with any breach by you of the following warranties:

In relation to personal data of data subjects you warrant to us on a continuous basis that:

- a. where applicable, you are authorised to share such personal data with us in connection with the provision of notarial services and that wherever another data subject is referred to, you have obtained the explicit and demonstrable consent from all relevant data subjects to the inclusion and use of any personal data concerning them;
- b. to the extent this is required in connection with the provision of notarial services, such personal data is accurate, complete and up to date; and
- c. either you provide your explicit consent and warrant that each data subject has provided explicit consent for the transfer of personal data to foreign organisations in connection with the provision of notarial services as set out at paragraph 18 of our Privacy Notice, or that an alternative legal gateway for such transfer (such as transfer necessary for the conclusion or performance of a contract concluded in the interest of the data subject) has been satisfied.

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.

Statement of Independence

The Notary practising as Royds Withy King Notaries is Malcolm Gregory. He is a solicitor and member in the separate practice of Royds Withy King LLP. The Notarial practice and Royds Withy King LLP are independent of each other. Resources are shared with Royds Withy King LLP. Accordingly, any client referred by Royds 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 Royds Withy King LLP's Terms of Business, which are available on demand.

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