

# **CITY NOTARY PUBLIC BIRMINGHAM**

## **Terms of Business**

Our terms of business, pricing information, and complaints procedure.

### **1. Why a Notary Public?**

It is almost always the case that you have been asked to see a Notary Public because you have a document that needs to be used abroad. Seeing a Notary is never a simple 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 in the UK and abroad, and to rely on the Notaries register and records. Great care is essential at every stage to minimise the risk of errors, omissions, alterations, fraud, money laundering and so on.

We offer appointments during business hours, and also outside of business hours if required. On occasions we are prepared to make home visits or visit corporate clients at their place of business. If the Notarial appointments take place outside our office, we will make an additional charge to cover travelling time and expenses. On occasions we may not be able to see you within the time frame you require, or we may decide that we may not be able to act for you, in which case we will advise you and 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.

### **3. Papers to be sent in advance**

It will save time, expense and mistakes if, as long 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 you have received about what must be done with the documents
- Your evidence of identification

### **4. Identification**

We will need you to produce by way of formal identification two of the original documents in the preferred order below:

- Your current Passport; or, if not available and subject to my agreement
- A current new driving licence with photo or national identity card

- A current government or Police issued certificate bearing a photo or other formal means of identification
- A utility bill, credit card or bank statement showing your current address which should be no more than 3 months old, or a current Council Tax bill
- You must also bring any other means of identification which may be referred to in the papers sent to you such as a foreign identity card
- It may also be necessary to see further evidence of identity such as a Change of Name Deed, or marriage certificate. I will advise you if this is 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 the relevant certificates of birth, marriage, divorce decree or Change of Name Deed showing all the different names that you have used.

## **6. Advice on the document**

If you bring a document for authorization as a Notary, we will advise you as to the formalities required for completing it. However, we 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 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.

## **8. Oral interpreter**

If we cannot understand each other because of language difficulty we may have to plan for a competent interpreter to be available, and this will involve a further fee. We are fluent in English, Punjabi, Urdu and have a conversational level of Hindi.

## **9. Companies, partnerships etc.**

If a document is to be signed by you on behalf of a company, a partnership, a charity, a club or other incorporated body there are further requirements on which we may have to insist. Please be prepared for this and telephone with any enquiries before attending the appointment. We will require the following:

- Evidence of identify of the authorised signatory
- A copy of the current letterhead (showing the registered office if it is a company)
- A letter of authority, minute resolution Power of Attorney authorising you to sign the document

Additionally, for companies a Certificate of Incorporation and of any Change of Name together with a copy of the Memorandum and Articles of Association, details of Directors and Secretaries is required. If it is necessary to carry out various company searches this will affect the level of fees charged.

## **10. Notarial charges and expenses**

Details of our charges are set out below. If we have to make payments on your behalf such as legalisation fees, translator or interpreter fees your approval will be obtained and you are normally required to make payment in advance of any such amount.

### **Charges**

If the matter is simple, we will endeavour to charge a fixed fee to include disbursements such as legalisation fees, consular agent fees, postage, courier fees, travelling expenses, translation fees, etc. We do not charge VAT.

For more complicated or time-consuming matters the fee will be based on our hourly rate of £250 per hour. 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.

Payments can be made by Cash, Cheque, Card or Bank Transfer. Payment of the fee and disbursements is due when the document has been prepared, which we may retain pending payment in full.

Occasionally, unforeseen or unusual issues arise during the matter which may result in revision of the fee estimate. This could be where additional documents are required to be Notarised or Legalisation is needed to meet the requirements of the receiving jurisdiction, third party fees etc. We 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 and timescales will vary according to whether the client is a private individual or a company and according to the processing times of third parties such as the Foreign and Commonwealth Office, legalisation agents, translation agencies and couriers etc. 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(s)
- Checking the identity, capacity and authority of the person who is to sign the document
- If the document is to be certified, checking with the issuing authorities that the document(s)/ award is genuine. In case of educational certificates this would entail checking with the appropriate academic institutions

- Meeting with the signatory to verify identity and ascertain they understand what they are signing, and they are doing so of their own free will, and ensuring 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 before it is returned to the client

## **12. Notarial records and data protection**

When we carry out my work for you, we are required to make an entry in a formal register which is kept as a permanent record. We will retain a copy of the Notarised documentation with that record. We are registered with the Information for Commissioners 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 a Notary Public. For full details of our privacy policy, and data processing terms please see our website [www.citynotarypublic.co.uk](http://www.citynotarypublic.co.uk)

## **13. Insurance**

In the interest of our clients, we maintain Professional Indemnity Insurance of at least £1,000,000 per claim.

## **14. Your right to cancel**

You may terminate your instructions at any time by giving us reasonable written notice. All fees and disbursements incurred up to the date of termination will be charged.

## **15. Termination by me**

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 a request for a payment on account, or you fail to provide the co-operation which we are reasonably entitled to expect.

## **16. Complaints**

The 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](mailto:faculty.office@1thesanctuary.com)

Website: [www.facultyoffice.org.uk/](http://www.facultyoffice.org.uk/)

If you are dissatisfied about the service you have received please contact us in the first instance. If we cannot resolve the matter you may then complain to the Notary Society of which we are members, 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 with full details of your complaint to;

The Secretary of the Notary Society  
PO Box 876  
Chichester  
P019 9ZH

Email: [secretary@thenotarysociety.org.uk](mailto:secretary@thenotarysociety.org.uk)

Finally, even if you have your complaint considered under the Notary Society approved complaints procedure, you may at the end of that procedure, or after a period of six months from the date you first notified us 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](mailto:enquiries@legalombudsman.org.uk)

Website: [www.legalombudsman.org.uk](http://www.legalombudsman.org.uk)

If you decide to make a complaint to the Legal Ombudsman you must refer your matter to them “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 known there was a 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 a cause for complaint, must have been after the 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.