



Bedford and Ampthill Notaries

at Palmers Solicitors LLP
Established 1905

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THE WORK OF THE NOTARY/NOTARY PUBLIC/NOTARIAL LAWYER AND OUR TERMS OF BUSINESS

Notaries Public, who are commonly in the UK and in many Countries abroad referred to as Notaries, are principally involved with notarising, verifying and authenticating documents for use abroad. In most countries a document notarised or authenticated by a Notary is accepted as totally valid. As Lord Eldon said in court back in 1905 “A Notary by the law of nations has credit everywhere”

The task of Notaries is to complete and make your document acceptable in the country in which it is to be used, subject to being provided with the relevant document in the necessary format and full details of that country’s requirements.

The oath a Notary takes when he/she becomes a Notary, requires him/her to exercise his/her duties faithfully and to the best of his/her skill and ability and to make contracts or other documents for or between any parties without adding or altering anything that may alter the substance of the facts set out in the document without the approval of the parties. He/she, of course, must not make any contract or document, if undue influence/pressure or fraud is involved.

How does a Notary authenticate or “notarise” a document?

He/she must always verify the identity and address of the signatory and his or her capacity and intention. In nearly every case he/she will witness the signature of the individual involved and ensure that the document is signed in accordance with English Law and also in accordance with the legal requirements of the country in which the document is required.

A Notary’s work is all about verifying facts and making checks concerning the contents of the document, so that his/her act is reliable. Those who receive and rely on a Notary’s document will assume that the Notary has checked all the facts in it and has taken responsibility for them, unless it is made perfectly clear that this is not the case. Please do not hesitate ask for a copy of our leaflet about Notaries and what Notaries do.

Documents produced by Notaries are and are often referred to as Authentic Instruments or Authentic Acts. They have full Probative force as confirmed by Rule 32.20 of the Supreme Court of Judicature in England and Wales Rules.

Independence and Rules

A Notary is an independent public official and must not do anything to compromise this situation. He/she should not act in matters where he/she has a personal interest. He/she is subject to professional rules (including rules for the prevention of money laundering) and standards to ensure the protection of his/her clients. All Notaries must be properly insured against negligence and dishonesty.

The Notary has to act independently and impartially. His/her duty is to the transaction and not the parties. A Notary may act for both parties to a transaction or contract (unlike a Solicitor), but he/she has a duty to identify potential conflicts of interest. If they exist or occur, he/she should try to resolve them, if possible, by advice or negotiation,

Public Records

In addition to entering details of all Notarial Acts in his Notarial Register, the Notary keeps originals or copies of all official documents that he/she makes, which serve as a permanent public record and also identification documentation. The Notary must make these available to all those who have a proper right to see them, including his/her client and any other parties involved with such documents.

Foreign Languages and Communication

Documents that are dealt with by a Notary are normally for use overseas, and may be in a foreign language. If so, the Notary must ensure that both he/she and the client understand the meaning and effect of the document. Notaries do not give advice about the meaning or effect of a document or transaction. It is important that the client shows the Notary any correspondence or advice that has been provided by others.

Commissioners for Oaths

Notaries are also automatically Commissioners for Oaths as a result of their being Notaries and so can deal with all documents, which need to be dealt with by Commissioners for Oaths in the same way as Solicitors do.

Identification etc.

Proof of identity and address is always required in accordance with our Explanatory Note about Identification Requirements for Individual Clients (document 911D022). As necessary, an authority to sign a document on behalf of a company or documentation to prove facts stated in a Notarial document will also need to be produced.

TERMS OF BUSINESS

1. **BASIS OF THE RETAINER.** We act only on the basis of these Terms of Business.
2. **FEES AND DISBURSEMENTS.** We charge fees based on the time taken for the whole matter (including making the appointment travelling or waiting time and the time needed to complete our Registers/protocol and copies) at the rate of £225.00 per hour. Our Notarial Practice is not registered for VAT purposes and no VAT is payable on top of our Fees. We also charge out of pocket expenses, for example fees payable to the Foreign and Commonwealth Office, Foreign Embassies or agents dealing with the legalisation of documents or postage or courier charges. Our bills must be paid on presentation and documents will not be released until our bills have been paid. Full details of our charging rates are set out in document (Document 911D023). Please ask for a copy. We accept payment in respect of our bills by cheque or cash. We reserve a lien over all documents received or held by us until our fees are paid in full.
3. **VERIFICATION OF FACTS.** Part of the Notary's role is to check the facts in the documents he/she notarises for his/her clients and this sometimes involves obtaining evidence or proof from sources independent of the client. With regard to this we need the Client's full cooperation. If we have to add disclaimers to the document to make it clear that there are facts which we have not been able to verify, the document may become useless or of less benefit to the Client and we will not accept liability if this is the case. We also reserve the right to cease acting if we consider this necessary or appropriate.
4. **CEASING TO ACT.** In some circumstances, we may consider that we ought to stop acting for a Client. For example, if the Client cannot give clear or proper instructions on how we are to proceed, or if the matter on which we are instructed involves fraud or violence, or if the Client does not pay a bill we may decide to cease acting and we reserve the right to do so.
5. **STORAGE OF DOCUMENTS.** We store without charge to the Client a copy of any Notarial Act in the "public" form and of every Notarial Act or relevant parts of the same in "private" form as a permanent record. We do not always keep a full copy of a Client's own documents, but we reserve the right to do so.
6. **LIMITATION OF LIABILITY.** Save as provided under the Unfair Contract Terms Act 1977, our liability to the client for any loss, injury or damage of any nature whatever whether direct or consequential, including without limitation in respect of negligence or breach of our duty to the Client, is hereby limited to £1,000,000.00 in respect of any one claim or series of related claims.
7. **COMPLAINTS PROCEDURE AND REGULATION.**
 - (a) The vast majority of our clients are totally satisfied and most are extremely happy with the Notarial services, which we provide.
 - (b) In order to comply with the Notaries' Code of Practice, we need to advise you that if at any time there is anything concerning you about the progress of your matter with which you are unhappy or if you are dissatisfied about the service that you have received please do not hesitate to contact the Notary dealing with your matter, who will either deal with your concern or refer it to another of our Notaries, if appropriate.
 - (c) If we are unable to resolve the matter you may then complain to The Notaries Society of which all our Notaries 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.
 - (d) In that case please write (but do not enclose any original documents) with full details of your complaint to :-
Christopher Vaughan, the Secretary of the Notaries Society, Old Church Chambers, 23 Sandhill Road, St James, Northampton, NN5 5LH. Email: secretary@thenotariessociety.co.uk.
 - (e) Finally, even if you have your complaint considered under the Complaints procedure, you may at the end of that procedure or after a period of eight 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 PO Box 6806 Wolverhampton WV1 9WJ
Tel: 0300 555 0333 Email: enquiries@legalombudsman.org.uk Website: www.legalombudsman.org.uk
 - (f) If you decide to make a complaint to the Legal Ombudsman, you must normally refer your matter to the Legal Ombudsman within six months from the conclusion of the complaint process.
 - (g) Our notarial practice is regulated by 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 Website: www.facultyoffice.org.uk
8. **PROFESSIONAL INDEMNITY INSURANCE**

We maintain worldwide professional indemnity insurance and we are covered by Palmers Solicitors LLP's Professional Indemnity Insurance Policy. The Insurer is and Policy Number is:- XL Insurance Company Limited, 70 Gracechurch Street, London, EC3V 0XL. Policy No. IL12AC01
9. **VAT**

Our Notarial Practice is not registered for VAT purposes.

PLEASE KEEP A COPY OF THIS LEAFLET FOR REFERENCE

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