

# *Bedford and Ampthill Notaries*

at Palmers Solicitors Bedford Limited

**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.

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 Rules of the Supreme Court of Judicature in England and Wales.

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/her Notarial Register, the Notary keeps originals or copies of all official documents (in Public format) that he/she makes, which serve as a permanent public record and also copies of 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 £250.00 per hour. **We may be able to quote a fixed fee. Our normal minimum fee is £80.00 (No VAT on top).** 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 and courier charges **paid out on your behalf.** 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 all Notarial Acts in the "public" form and of all other relevant Notarial Acts or relevant parts of the same in "private" form as a permanent record. We do not always keep copies of Clients' 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) Our Notarial practice is authorised and regulated by the Master of the Faculties 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](mailto:Faculty.office@1thesanctuary.com)  
Website [www.facultyoffice.org.uk](http://www.facultyoffice.org.uk)
  - (b) The vast majority of our clients are totally satisfied and most are extremely happy with the Notarial services, which we provide.
  - (c) 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.
  - (d) If we are unable to resolve the matter you may then complain to The Notaries Society, of which all our Notaries are members and 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.
  - (e) 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, PO Box 7655, Milton Keynes MK11 9NR  
Email [secretary@thenotariessociety.org.uk](mailto:secretary@thenotariessociety.org.uk) Tel : 01604 758908
  - (f) 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 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)
  - (g) 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 or omission, or when you should have reasonably known there was cause for complaint, must have been after 5<sup>th</sup> 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.
8. **PROFESSIONAL INDEMNITY INSURANCE**

We maintain worldwide professional indemnity insurance and we are covered by Palmers Solicitors Bedford Limited's Professional Indemnity Insurance Policy. The Insurer is and Policy Number is:- International Insurance Group of Hannover SE: 10 Fenchurch St, London EC3M 3BE - Policy No. P7084398 with Cover of £3,000,000.00
9. **VAT**

Our Notarial Practice is not registered for VAT purposes.