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Notary Public Terms of Business 2020

NOTARY PUBLIC

There is little or no function for Notary Publics in the legal system of the United Kingdom. Any Solicitor as an officer of the Court can witness a sworn document. A Notary Public is however a recognised functionary in many foreign jurisdictions. A number of senior solicitors in Northern Ireland have been appointed to this public office to facilitate the public in relation to the requirements of foreign legal systems to have documents notarised. The function of the Notary Public is to either certify copies of documents as true copies of the originals or to verify that a document was indeed signed by the person who purported to sign it. It is not a function of a Notary Public to provide legal advice in relation to foreign jurisdictions. Documents presented for notarisation should be completed and ready to be examined and signed. Documents requiring notarisation are from foreign jurisdictions and clients requiring notarisation services rely on the lawyers or officials they are dealing with in those foreign jurisdictions in relation to the validity, efficacy, functionality, form and legal effect of such documents. The Notary Public offers no expertise in relation to whether or not any documents presented are appropriate, correct or effective in such jurisdictions.

EXCLUSION OF LIABILITY

The Notary Public accepts no liability in relation to any defect in the execution or content of any document which has the effect that the document was of no or the wrong legal effect in a foreign jurisdiction. The Notary Public has no knowledge of the law in foreign jurisdictions and his function related to the witnessing or certification of documents and not to their validity. Further if requested he will arrange for the documents requiring an apostille to be sent to the Foreign and Commonwealth Office in London for the purposes of affixing an Apostille of having same legalised. In such instances the risk relating to the documents rests with you as the person requesting this service. I will not provide you with legal advice; my role is that of Notary Public, not Solicitor. I shall have no liability in relation to the actions or omissions of others, including postal services and couriers, agents, government bodies and agencies and your own advisors. My retainer is with you and only you; no third party shall have any rights in respect of my notarial acts and I shall have no liability for any loss of profit, revenue, goodwill or data or for any indirect or consequential loss.

DRAFTING & PREPARATION

The Notary Public may in some circumstances be prepared to draft and prepare documents for your signature for use in some Commonwealth countries. In these instances the Notary Public will charge for his time. In this event no warranty is given that any such document so prepared will be functional and effective in the Country of need. Whilst the Notary Public is prepared to assist in preparation the risk that the document will not be effective has to be accepted by those utilising his services. The best course of action is always to take advice from the lawyer or agent in the relevant country and bring both the exact document needing notarised completed and ready for signing together with correspondence from the party wanting the document signed specifying the exact nature of the signing requirements for the Country of need.

LEGAL EFFECT

The Notary Public will not advise you in relation to the legal effect in any jurisdiction of any documents you are signing. The function of the Notary Service provided is merely to check and verify your identity and confirm you signed the document in his presence. If you sign documents such as powers of attorney, that give wide ranging powers to others in relation to your affairs you do so entirely at your own risk and without the benefit of any advice in relation to their effect from the Notary Public notwithstanding whether or not any such documents intimate allude or state that the effect of such documents has been explained to you by the Notary Public. This is not and will not be the case as the Notary Public has no knowledge about the impact or implications of such documents in foreign jurisdictions.

You hereby confirm



- that the Notary Public has no obligation to you in respect of any such explanation
- in the event it is deemed any such obligation exists confirm you hereby release the Notary Public from any liability in relation to such risk and
- indemnify the Notary Public against any claims, damages, costs or expenses arising from your signature of same

IDENTIFICATION

No documents can be notarised without proper documentary and photographic identification even if you are personally known to the Notary Public. For Money Laundering, insurance and other regulatory reasons we are required to keep photocopies of your identification papers and the documents which have been notarised for our records. Please bring your passport or driver's license and proof of address.

APOSTILLE

Just as the Notary Public is verifying that those signing documents are those they claim to be so the question can be raised is whether I am who I claim to be i.e. a Notary Public. The Foreign and Commonwealth Office in London has my details registered with it and will if requested verify that the document was properly notarised in the United Kingdom. This verification document is called an Apostille. Sometimes you will be asked by those acting for you in foreign jurisdictions to have an Apostille attached to the notarised document.

PACKAGING

Whilst many documents are accepted at face value without the benefit of an attached Apostille sometimes documents are returned for an Apostille even though this requirement was perhaps not initially specified. If requested, we can provide a cover sheet incorporating details of his appointment to your document which may assist in its acceptance.

YOUR INSTRUCTIONS

You will need to provide me with clear instructions. You will provide me with a copy of any documents and instructions that have been produced for you before our appointment and will bring the originals to the appointment.

FEES

I will wherever possible provide you with a fixed fee for my work in advance of our appointment. Where this is not possible the fees will be calculated by reference to all relevant matters including the time needed to carry out the work, the value and importance of the matter, its complexity and the urgency. **The minimum fee payable is £60 per person.** Fees are payable in advance and no later than at the appointment. I reserve the right to retain any documents until I have been paid the full amount of any fees. The fees will need to include payment for any preparatory and drafting work, correspondence, meetings and attendances, travel, administration, record keeping and any other relevant matters. If your instructions are terminated at any time and for any reason, fees will be payable for all work undertaken up to the time of such termination.

PAYMENTS TO THIRD PARTIES

If there are fees to pay to third parties and you request me to deal with these on your behalf, you will need to pay me the relevant amounts in advance. This might include, for example, the fee payable for legalisation or to obtain an apostille; if I use an agent or incur other costs in relation to these services, you will be responsible for those amounts also.

QUALITY OF SERVICE

I aim to provide a good and efficient service in all cases. If you are dissatisfied in any way with my services you should let me know immediately. The body that regulates notarial services has prescribed certain information relating to complaints and this is set out in the Appendix to these terms of business.

COMMUNICATIONS

I use email for communications wherever possible. If you provide me with your email address you will be deemed to have consented to this.



TERMINATION

You may terminate my retainer at any time. I may terminate my retainer or decline to act any further if you do not comply with these terms of business or if a conflict of interest arises that prevents me from acting under the professional rules that I have to comply with.

ANTI-MONEY LAUNDERING COMPLIANCE

I am required to comply with all relevant legislation and regulations including the anti-money Laundering laws. You will be required to provide me with sufficient and appropriate evidence of your Identity. You consent to me copying your passport and other identification documents and retaining them as required.

CONFIDENTIALITY, RECORDS AND DATA PROTECTION

I will respect the confidentiality of the information you provide. However, some authorities and other bodies have the right to require me to disclose information to them and I will have to comply with those rights. 9.2 I am required to keep records of the work I carry out for you. 9.3 I will use your personal data only in connection with the provision of notarial services and will not pass it to any other person.

LAW AND JURISDICTION

These terms of business and the relationship between us will be governed by Northern Ireland law. We agree that the courts of Northern Ireland shall have exclusive jurisdiction in all matters relating to these terms of business and our relationship including contractual and non-contractual matters.

My notarial practice is regulated by the college of Notaries in Northern Ireland To make a complaint visit <https://collegeofnotariesni.org.uk/> If you are dissatisfied about the service you have received please do not hesitate to contact me. If we are unable to resolve the matter you may then complain to the Notaries Society of which I am a member, who have a Complaints Procedure which is approved by the College. This procedure is free to use and is designed to provide a quick resolution to any dispute.

Foreign Legal Advice – Warning Notice

Where you are buying property abroad we strongly urge you to retain an independent lawyer to act on your behalf in that country and not a lawyer appointed by a developer. In every such instance you should make direct contact with that lawyer and only make payment of a deposit or stage payments in accordance with written instructions from your lawyer. In most countries the issue of whether you are to receive security for interim payments made should be discussed and agreed with your lawyer there

NOTARY FEES AND OUTLAYS 2020

FEES – Minimum Fee £60 per person

1. Fee on **first** document to be notarised (single signature) - £60.00 per document/ signature
2. Each Additional Document - £30.00 per document/signature
3. Each additional sheet of documents **initialed or examined** - £2.00 per page
4. Hourly rate for preparation/drafting of documents - £250.00 per hour
5. Notary Fee per document for sending document to Foreign & Commonwealth Office in London and return or onward transmission - £40.00 per document
Where Express of Embassy Legalization is required this is increased to - £100.00 per document
For Qatar QAE and China increased to - £200.00 per document

OUTLAYS (EXCLUDING ALL AGENCY FEES FOR CONSULAR OR EMBASSY LEGALSIATION)

6. Foreign & Commonwealth Office -£30.00 each document
7. Foreign and Commonwealth Office Postal/Courier Charges from (paid to FCO)
EITHER
 - UK destination - £5.50 per package



- European destination - £14.50 per package
Rest of the World - £25.00 per package
(including Russia, Turkey, Bosnia, Croatia, Albania, Belarus, Macedonia, Moldova, Montenegro, Ukraine)
- DND Postal Charges -£5.00 per package

8. Use of Notary Agent in COVID 19 or for Embassy legalisation

Where you require legalisation when the Foreign and Commonwealth office is closed we will instruct our agent in London to attend in person on your behalf . In addition to our charges and the £30 per document to FCO they will charge a fee plus a courier fee which will be higher than the FCO charges above – We will quote for this as required .

PAYMENTS

All fees are subject to VAT at current rate (at present 20%) are payable immediately upon conclusion of the attendance by cash or card. No original documents will be released to you without prior payment being made there for. Card Payments carry a levy of 3% on the total amount

TERMS OF BUSINESS

I/We have read this document and accept the terms of business detailed herein.

MONEY LAUNDERING COMPLIANCE

Confirmation of Details – to be completed by you

In order for us to maintain up to date records and to be able to contact you quickly and accurately we are auditing our client records so as to ensure that our records match your correct person details. Please therefore complete this form and return it to our Receptionist so that we can correct any errors on our records. We will need to take a copy of either your passport or driver’s license as well as a copy of a current bank statement or utility bill as proof of address.

First Names _____ Surname _____

Male Female Your Date of Birth ___/___/___

Driving License/Passport Number _____ National Insurance Number _____

Married Yes No Name of Spouse/Partner _____

Spouse/Partner Driving License/Passport Number _____

Spouse National Insurance Number _____

Your Home Address _____ Postcode _____

Your Email address _____ Phone Number _____

Dated this day of2020

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Signed Signed



Attestation Service

Documents which are being presented in a country which is not party to The Hague Convention relating to apostilles will often request further legalisation or attestation. This usually involves having an Apostille attached to the document and then carrying out further legalisation through the embassy of that country. We use an agent for this service .This can add considerable complexity to the process as all embassies have different procedures and costs. It is also advisable to ask the person or authority that you intend to present the document to what their exact requirements are.

As the procedure and cost varies from one embassy to another, and even from one document type to another, it is not possible to list all of the prices for our embassy legalisation services on this website. **PLEASE NOTE the Embassy may not accept the document as drafted and you should check to make sure that what is being submitted is acceptable from reading their website**

To find out what we can do for you and the cost to provide the legalisation service please ask for a specific quote

Examples of Embassy Attestations services we offer -

UAE Embassy Legalisation is required for documents being used in the UAE. Our UAE Embassy Attestation Service will ensure your documents are correctly attested. We offer a specialist UAE Degree Attestation service and also corporate document attestation.

Kuwait Embassy Legalisation of documents is a necessity for most documents being submitted to Kuwait. Whether applying for a visa, working in Kuwait or doing business the Kuwaiti Embassy Attestation Service will legalise your documents quickly.

Qatar Embassy Legalisation for anyone submitting documents to Qatar. As Qatar is not a member of The Hague Convention documents will need our Qatari Embassy Attestation Service before they will be accepted.

Egypt Embassy Legalisation is provided for customers that need to present documents in Egypt. The Egyptian Embassy Attestation Service is offered for personal documents or business documents. It is important that documents are correctly legalised for Egypt to avoid delays.

Our attestation service excludes-

- All government fees to the FCO , All embassy charges
- All courier costs we incur processing documents ,All admin charges
- All disbursements
- We offer Return delivery in the UK s and international shipping depending on what you request
- Additional services available including translations and replacement documents

Embassy attestation of documents can take 5 to 20 working days. The procedure varies by embassy and our experience can save you time and money. Our agent is working with the embassies every day to ensure best practice is used to reduce turnaround times and to limit delays. Our agents will speak to many customers that have not been able to organise their own attestation. **It is vital that documents are checked on the Embassy website before submission to the embassy to avoid wasted time and unnecessary expenses. We also legalise documents at the following - Algeria China Vietnam Brazil Philippines Jordan**

Our Fee for Legalisation with an Embassy is £100 OR WHERE IT IS Qatar UAE or China £200 (£250 it is a Commercial case) in addition to all Notary Fees outlined above and all agency charges from our agent as



well as the charges of the Embassy and the FCO are in addition to this amount. You will need to give a copy of any Tier 4 visa or Permanent residence card you have if you are not an EU National

PLEASE ensure that your contact details are correct at all times as in the event of an Apostille or Legalisation being required we will not remind you if you fail to answer a phone call or email we sent to the address you supply

Attesting Documents for China

Attesting UK documents for use in China can be a complicated process. If you have not dealt with document attestation before then you will find our service beneficial. We offer a totally inclusive service ensuring your documents are successfully legalised and will be accepted in China.

Using our Chinese embassy attestation service provides you with a quick and easy-to-order solution. We take care of all the necessary steps required to facilitate a fast turnaround. From checking documents, providing solicitor certification to dispatching your documents anywhere in the world.

If you are looking to obtain a Chinese Visa, applying for a new job in China or conducting business with foreign companies we can legalise your documents. Supporting a wide range of customers we offer the same high level of customer service whether you have just one document or twenty. From the moment your document arrives at our office it is handled with care. We liaise with the FCO and the Chinese embassy using only trusted couriers.

We need a copy of your passport and a completed embassy application form!

In order for a document to be attested by the Chinese embassy an application form should be signed and dated by the applicant next to the "Signature of Applicant" sections. Section 1 of this form should be typed in CAPITALS and then a print out of this should be signed by hand. If the applicant is under the age of 18 then this form should be completed and signed by a parent. This is required in addition to a copy of the passport for the applicant.

It is essential that this form is signed by hand and the original ink signed version is posted to us with your documents. We have been advised by the Chinese embassy that scanned copies of these forms are no longer sufficient.

