

The Job of a Notary - and – Terms of Business

It is the job of a notary to make your documents acceptable in the country in which it is to be used.

The oath a notary takes require her to exercise her duties faithfully and to the best of her skills and ability, and to make contract or other document 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 must not make any such contract or document if violence or fraud is involved.

How does a notary authenticate a document?

She must always check the identity of the signatory by the production of property documents (a passport/driving licence and something else that confirms the address) and his or her capacity and intention. In most cases, 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 for which the document is required.

A notary's work is all about verifying facts and she must take the greatest of care to ensure that all necessary checks are made concerning the contents of the document and to verify relevant facts and information so that her act is reliable. Those who receive a notary's document will assume that she had check all the fact in it and take the responsibly for them unless she makes it clear otherwise.

Independence and Rules

A notary is an independent officer and must not do anything to compromise this. She should not act in matters where she had a personal interest. She is subject to professional rules and standard to ensure the protection of her clients. There are also rules on the prevention of money laundering. All notaries must be properly insured against negligence and dishonesty.

Public records

The notary keeps a full set of the originals or copies of all the official documents that she makes, which serves as a permanent public record. The notary must make these available to all those who have a property right to see them including his client and any other parties involved in such documents. He also refers to the record to make copies when needed.

Conflicts of interest.

The Notary has to act independently and impartially. A notary may act for both parties to a contract, unlike a solicitor, but she had a duty to identify potential conflict of interest if they exist and she should try to resolve them if possible.

Foreign Languages and Communications

Document that come to a notary for use overseas may be in a foreign language. If so the notary must ensure that both he and the client understand the mean and effect of the document. Notaries do not usually 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 he/she has been given by others.

Terms of Business

1. Basis of the retainer

I contract only on the basis of these conditions

2. Fees and Disbursements

I charge fees based on the time taken for the whole matter (including making the appointment, travelling or waiting time and the time needed to make the record) at a rate of £220 per hour. I charge a minimum fee of £75.-- I also charge for disbursements, for example fees payable to the Foreign Office, Foreign Embassies or agents dealing with the legalisation of documents, or postage or courier charges. My bill must be paid on presentation, and documents will not be release until it has been paid.

3. Verification of Facts

Part of the notary's role is to check the facts in the documents she notaries for her clients, and this sometimes involves obtain evidence or proof from sources independent of the client. In this I will need the client's full co-operation. If I have to add disclaimers to the document to make it clear that there are facts, I have not been able to verify the documents may become unless or of less benefit to the client and I will not accept liability if this is the case.

4. Ceasing to Act

in some circumstance I may consider that I ought to stop acting for the Client, for example if the client cannot give clear or proper instruction on how I am to proceed, I may decide to stop acting only with good reason for example, if the matter on which I am instructed involves fraud or violence or if the client does not pay the bill.

5. Storage of documents

I will store without charge to the client the original of any notarial act in the 'public' form and a copy of every notarial act in the private form as a permanent record. I will not always keep a full copy of the client's own document, but I reserve the right to do so.

6. Limitation of Liability

I maintain professional indemnity insurance in the sum of £750,000. Save as provide under the Unfair Contract Terms Act 1977, my 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 my duty to the Client is hereby limited to such sum in respect of any one claim or series of related claims (save in the case of fraud, where no such limit shall apply)

Complaints Procedure

My notarial practice is regulated by the Faculty Office of the Archbishop of Canterbury:

The Faculty Office
1 The Sanctuary
Westminster
London
SW1 3JT
Email: Faculty.office@1thesanctuary.com
Website: www.facultyoffice.org.uk

If you have complaints about my work please do not hesitate to contact me, and if the matter cannot be immediately resolved I will refer your complaint to the Notaries Society of which I am a member, who have a Complaints Procedure which is approved by the Faculty Office.

Alternatively, you can complain to the Notaries Society direct. Please write (but do not enclose any original documents) which full details of your complaint to:

Christopher Vaughan
Secretary of The Notaries Society
Old Church Chambers
23 Sandhill Road
St James
Northampton
NN5 5LH
Email: Secretary@thenotariessociety.org.uk

Finally, even if you have your complaint considered under the Notaries Society Approved Complaints Procedure, you may at the end of the procedure or after a period of eight weeks from the date of making the complaint to me, making your complaint direct to the Legal Ombudsman (whose contact details are set out below) if your matter has not been resolved to your satisfaction:

Legal Ombudsman
Baskerville House
Centenary Square
Broad Street
Birmingham
B1 2ND
Email: enquiries@legalombudsman.org.uk
Website: www.legalombudsman.org.uk
Telephone: 0300 555 0333