

Stephen Poyner Notary Public
CLIENT GUIDE AND TERMS OF BUSINESS
FOR ALL NOTARIAL WORK

I am a Notary Public practising from 1-5 Palmyra Square Warrington and this Client Guide is intended to help you understand the work that I will do on your behalf as a Notary. I hope that it will save you time and expense. It is not exhaustive and not every point covered will apply in every case.

Please read this Guide carefully as it contains important information. All notarial work is undertaken on the terms set out in this Client Guide. My Notarial Practice is quite separate and distinct from my work as a solicitor and Partner at FDR law and is separately regulated. You can however contact me via FDR's reception by calling 01925 230000.

If I am unavailable for any reason you should leave a message on FDR's voice mail service or reception may be able to take your contact details and pass them on to me . If you wish to contact me direct by email my address is stephen.poyner@fdrlaw.co.uk and this is usually the quickest way to contact me.

What is a Notary Public?

A Notary is a qualified lawyer — a member of the third and oldest branch of the legal profession in the United Kingdom. Notaries are appointed by the Archbishop of Canterbury and are subject to regulation by the Court of Faculties. The rules which govern Notaries have some similarities to the rules which govern solicitors but they are distinct and differ in a number of important ways.

What is the function of a Notary Public?

The main function of a Notary in the UK is to "notarise" documents (i.e. to formally witness and/or verify them) generally in situations where the document is required for international use. This is NOT a mere rubber-stamping exercise. The international duty of a Notary involves a high standard of care. This duty is not only owed to you as the client but also to anyone who may rely on the document, and this may include Governments or officials of other countries. Those people are entitled to assume that a Notary will ensure full compliance with the relevant requirements both here and abroad and rely on the Notary's register and records.

Great care is essential at every stage to minimise the risks of errors, omissions, alterations, fraud, forgery or money laundering. I will, for instance, require identification evidence from you to guard against the use of a false identity.

Is a Notary independent?

Notaries must act independently; their overriding duty is "to the transaction" rather than the individual client.

What will the Notary need from me?

It will save you time and expense, and avoid mistakes if, a few days before your appointment with me, you let me have the originals or photocopies of the following

documents:

- The documents to be notarised; and

- Any letter or other form of instruction which you have received about what has to be done with the documents; and
- Your identification evidence (see below); and
- Any other documents and information indicated in this Client Guide (see below).

What identification evidence is required?

You must produce to me by way of formal identification the originals of:

1. Your current passport
AND
2. A utility bill or bank statement (issued within the last 3 months) addressed to you and showing your current address.

In every case I must be satisfied as to your identity and I will not notarise a document if I am not entirely satisfied. I will also check these details by carrying out an electronic ID check with any externally approved agency and by signing or agreeing to these terms you consent to such a search being undertaken. If the document is being signed for a limited Company I will require personal ID documents for at least two directors and any other person owning more than 25% of the share capital of the Company or its ultimate owning Company.

What happens if I use a different name than that shown in the document to be notarised?

In a case where the name on the document to be notarised 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, you must provide me with evidence of your proper name (e.g. Certificates of Birth, Baptism, Marriage or a Divorce Decree.) If there has been a formal change of name, then I will need to see a certified copy of the Deed Poll or Statutory Declaration which dealt with it.

Why are all these formalities necessary?

Notarisation of a document is accepted as a safeguard under international law. The signature and seal of the Notary are recognised as a link in the chain of evidence relating to international documents. I may sometimes seem to be a bit fussy over minor details, but this is necessary due to the responsibility which is placed on me as a Notary.

Careful examination by a Notary is required to check whether both the document to be notarised and your personal ID are original, genuine, valid, complete, accurate and unaltered.

What happens if the document is incomplete?

A Notary has to check that each document to be notarised is fully completed. Unfortunately, many documents produced as ready for signature have blank spaces left in them, not always intentionally! This occurs even when other lawyers or professional advisers have prepared them. If you can help in identifying the information needed to complete any blanks in documents, it will save time when we meet. However, you should NOT mark or insert anything in the document itself until I have seen it.

Will the Notary provide any advice on the proposed transaction or the document?

When you bring a document to us to be notarised I will advise you as to the formalities required for completing it. However, I will **NOT** advise you about the transaction itself, or the interpretation or legal effect of the document. You must seek such advice from your own lawyers or the persons asking you to have the document signed before me. I do not and cannot accept any liability whatsoever for the underlying transaction or matter for which you require the document to be notarised, or the content or interpretation of the relevant document(s).

The overall assessment of the terms of any transaction or arrangement and any decision on whether to proceed has to be made by you in the light of your own financial, commercial or personal assessments and I am not responsible for such assessments.

Are there any special requirements if the document is not in English or it is in a language that I do not understand?

It is important that you understand what you are signing and sometimes a professional translation of the document is required. Unless you have a good understanding of the relevant language used in the document, an informal or amateur translation is rarely satisfactory. If the document is in a foreign language, which you do not appear to understand sufficiently, I may insist that a professional translation is obtained. If I arrange for a translation a further fee will be payable for this service.

What happens if I cannot speak English?

If a Notary and the proposed signatory/client cannot understand each other because of a language difficulty, the Notary may have to make arrangements for a professional interpreter to attend the interview. An additional fee will be payable for this service. I regret that it is not normally appropriate for a family member, friend or business colleague to act as your interpreter in these circumstances as a Notary must be fully satisfied that the advice and instructions given to you by the Notary (in English) at the interview have been properly explained to you and that you have understood.

Does the Notary have to witness me signing the document?

A Notary should normally witness you actually signing your signature on the relevant document(s). Please do not "jump the gun" by signing the document(s) in advance of your appointment.

Are there any special requirements if I am signing the document on behalf of a company or partnership etc?

If a document is to be signed by you on behalf of a company, a partnership, a charity, club or other incorporated body, there are further requirements on which we may have to insist. Please be prepared for these and if necessary you should telephone to discuss with me any point of difficulty before attending the appointment.

How do you fix your charges?

I have a current hourly rate of £275. No VAT is chargeable on my notary fees but may be charged on certain expenses such as my Legalisation Agent's fees. A straightforward document requiring no changes and no legalisation will normally cost between £100 and £150.00. Once I have seen any document(s) and any instructions sent to you about the document(s), I will be able to give you a firm estimate of the likely notarial charges (subject to any additional services such as the appointment of a translator or interpreter (see above) being identified at a later date.) Please note that where I agree to act as a commissioner for oaths in relation to documents relating to the jurisdiction of England and Wales the above fees are not applicable and the statutory fees of £5 per document plus £2 per exhibit apply.

If the matter is straightforward, a fixed fee will be charged. If the matter is more complicated or I am required to obtain legalisation via the Foreign and Commonwealth Office or a foreign embassy, the charge will be based upon the actual time spent. This may include telephone calls made or received, letters sent and received, time spent in interview, on drafting and on preparing the necessary entries in the Notarial Register.

Special factors which might result in an increase in our usual charges include:

- Complexity or novelty
- The number and importance of the documents
- If the work has to be done away from my office.
- Special urgency.

Are there any other fees or expenses payable?

Depending on the documents to be notarised we may have to pay fees to third parties on your behalf. These might include:

- legalisation fees payable to the Foreign & Commonwealth Office and/or a foreign Embassy;
- translation or interpreter's fees;
- verification fees charged by professional bodies, universities or examination boards (if you have instructed us to notarise professional qualifications, degree or examination certificates);
- travelling expenses.

I will notify you in advance of any such fees that will be payable and you will normally be required to pay all these fees to us in advance.

When are these charges and fees payable (and how)?

The notarial charges are normally payable upon signature of the document requiring notarisation. I reserve the right to retain any completed document until full payment has been received.

I will usually require you to pay to us any third party expenses in advance.

I can accept payment by cash (up to a maximum of E250) or by online payment direct to my notarial bank account.

How will my personal data be processed?

Your personal data will only be processed, in accordance with applicable law, for the purposes of responding to your queries, requests and other communication and providing you with Notarial Services including procuring acts from foreign organisations and enabling suppliers to carry out our services. This may include translators and legalisation agents to lodge your documents at Foreign Embassies and Consulates. It also includes couriers to deliver any documents at your request to Foreign destinations. Foreign Embassies and Consulates will process your personal data according to local laws and treaties over which I have no control.

The legal basis for processing your data is to fulfil my contract with you to provide you with Notarial services. Your personal data will be retained for as long as is reasonably necessary to the purposes set out above. Notaries Practice Rules require certain notarial acts to be retained permanently and others must be retained for a minimum of 12 years. The data may be transferred to electronic form. As I work out of FDR Law's offices data

generated in connection with my notarial work is also stored on FDR Law's server by agreement with FDR Law. Please refer to FDR Law's website for their full Privacy policy at www.fdrlaw.co.uk/sie/help/privacy-index.html, which contains further information and our policy relating to Cookies. FDR is also a Data Controller of your personal data. In respect of Notarial documents and associated correspondence and identity documents supplied to us in connection with Notarial Work, I am also a Data Controller and responsible for the security of your data and I am registered with the Information Commission under number ZA282667.

Will I keep your affairs confidential?

A Notary is required to maintain a formal register of all Notarial work undertaken, which is kept by as a permanent and public record. A copy of the notarised documentation will be retained with that record.

In the case of "public" documents A Notary must keep a copy of the document bearing your original signature on it so he can issue further certified copies if requested to do so in the future by you. A Notary may be required to deal with queries about the notarisation from foreign lawyers, Land Registries or Embassies and to confirm the fact that you saw the Notary. A Notary in certain circumstances may release details of that document to any person providing they have a legitimate reason for requesting such information, without your prior agreement.

Is my liability for Notarial work limited in any way?

I have no liability to you or any other party, authority or agency in respect of the underlying transaction, matter, application or circumstances for which the relevant document is required. My liability is limited to £3 million for any losses, claims, costs, liabilities and expenses arising (directly or indirectly) from or in connection with the services provided by me to you as a Notary

There is no exclusion of liability for

- Death or personal injury arising out of negligence;
- Fraudulent misrepresentation; or
- Any other matter which cannot be limited or excluded by law.

Where the sum specified as the limit on liability is less than such amount as is prescribed by any applicable law or regulatory requirements under which a Notary's liability may not be limited then the specified sum referred to above shall be increased to the minimum sum permitted under such applicable law or regulatory requirements.

Does the Notary carry any Professional Indemnity Insurance?

My notarial practice is independent of FDR Law and I carry professional indemnity insurance with Tokio Marine HCC for all notarial work up to an indemnity limit of £1M any one claim and I also have fidelity insurance up to £1M as a member of The Notaries Guarantee Ltd.

How are Notaries regulated?

I am regulated through the Faculty Office of the Archbishop of Canterbury (rather than the Solicitors Regulation Authority which regulates the work of solicitors.)

Regulator's address:

The Faculty Office

1 The Sanctuary

Westminster

London SW1P 3JT

Telephone 020 7222 5381

Email: Faculty.office@thesanctuary.com Website: www.facultyoffice.org.uk

Right of Cancellation for Consumers

If you are a "Consumer" (being an individual acting for purposes which are wholly or mainly outside that individual's trade, business, craft or profession) the information provided in our Notarial Client Guide satisfies the requirements of the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013.

If you a Consumer and the contract for the provision of Notarial services has not been entered into at my premises you may have the right to cancel your instructions without any cost to you within 14 days of the contract being concluded. You may cancel by sending a letter, fax or email to me containing a clear statement of your decision to cancel. However, if you have agreed that I should start work immediately or before the end of the cancellation period you must pay for the services I have provided and expenses incurred up to the point of cancellation. The payment due will be the appropriate proportion of the full contract price.

You will lose your right to cancel the contract if my Notarial service has been fully performed at your request within the cancellation period. By signing the Notarial Client Guide document, I have issued, you are agreeing that we can start work straightaway, before the end of the cancellation period.

What should I do if I wish to make a complaint about a Notarial service?

If you are dissatisfied with the notarial service you have received you should contact me in the first instance. If I am unable to resolve the matter you may then complain to the Notaries Society (of which I am a member) which operates a Complaints Procedure approved by the Faculty Office. This procedure is free to use and is designed to provide a quick resolution to any dispute.

If you wish to make a complaint you should send (but do not enclose any original documents) full details of your complaint to:-

The Secretary of The Notaries Society

Old Church Chambers

23 Sandhill Road

St James

Northampton. NN5 5LH

Email secretary@thenotariessociety.org.uk

Tel: 01604 758908

If you have any difficulty in making a complaint in writing you can call the Notaries Society or the Faculty Office for assistance.

Finally, 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 me that you were dissatisfied, make a complaint to the Legal Ombudsman, if you are not happy with the result to the following address:

Legal Ombudsman
PO Box 6806
Wolverhampton
WVI 9WJ
Tel: 0300 555 0333
Email: enquiries@legalombudsman.org.uk Website: www.legalombudsman.org.uk

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 October 2010.

Any advice contained in this Guide is not intended to be comprehensive. It highlights and explains some common legal and related issues which arise in this type of work. It should also help you to understand some of the steps I will take on your behalf and the terms I may use. Please read this Guide carefully and contact me if you do not understand anything in it. I will not repeat advice or information provided in this Guide when writing unless I need your specific instructions on some aspect of it.

I / We confirm receipt of the Notary Guide and accept the terms and conditions of business as set out above and I/We have understood the content.

NAME(S):
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SIGNED:.....

DATE:
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