

# MARTINS NOTARIES

## Notaries Public

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### TERMS AND CONDITIONS OF ENGAGEMENT

1. **Why a notary?** It is almost always the case that you have been asked to see a notary because you have a document that needs to be used abroad. Seeing a notary is never a mere rubber-stamping exercise. The international duty of a Notary involves a high standard of care. This is not only towards the client but also to anyone who may rely on the document and to Governments or officials of other countries. These people are entitled to assume that a Notary will ensure full compliance with the relevant requirements both here and abroad; and to 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, money laundering, the use of false identity, and so on.

We offer appointments during business hours and occasionally outside of business hours in exceptional circumstances. We are also prepared to make home visits or visit corporate clients at their place of business. If the notarial appointments take place outside of our office we will make an additional charge to cover travelling time and expenses. Occasionally we may not be able to see you within the timeframe you require, or we may decide that we are not able to act for you in which case we will advise you that that is the case and will provide you with the necessary information to locate an alternative notary.

2. **Signatures:** The Notary should normally witness your signature. Please do not sign the document in advance of your appointment with me.

3. **Papers to be sent to us in advance:** It will save time, expense and mistakes if, as long before the appointment as possible, you can let us have the originals or photocopies of:

- The documents to be notarised;
- Any letter or other form of instruction which you have received about what has to be done with the documents;
- Your evidence of identification.

4. **Identification:** We will need you to produce by way of formal identification <sup>1</sup>the original of (in preferred order):

- Your current passport (or, if not available);
- A current new driving licence (with photo) or national identity card

If neither of the above are available, at least **two** of the following:

- A current government or police issue certificate bearing a photo or other formal means of identification;
- A utility bill, credit card or bank statement showing your current address which should not be more than 3 months old or council tax bill;

You must also bring any other means of ID which may be referred to in the papers sent to you as being required such as a foreign Identity Card. We may also ask to see further evidence of identity such as marriage certificates etc and we will advise you of this if necessary.

5. **Proof of names:** In a case where the name on the document 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, please provide me as appropriate with Certificates of Birth, Marriage or Divorce Decree or Change of Name Deed showing all the different names that you use. If there has been a change of name, then we will need to see a copy of the Deed Poll or Statutory Declaration which dealt with it.

6. **Advice on the document:** If you bring a document to me for authorisation as a Notary, we will advise you as to the formalities required for completing it. However, we will not be attempting to advise you about the transaction itself.

7. **Written Translations:** It is essential that **you understand what you are signing.**

- If the document is in a foreign language which you do not understand sufficiently, it may be necessary for a translation to be obtained. We can usually arrange for a translation, which will incur a further fee and we will provide you with details of this.
- If you arrange for a professional translation yourself, the translator should add his/her name, address, relevant qualification, and a certificate stating: **“Document X is a true and complete translation of document Y, to which this translation is attached.”**

8. **Oral Interpreter:** If we and you cannot understand each other because of a language difficulty, we may have to make arrangements for a competent interpreter to be available at our interview and this may involve a further fee.

9. **Companies, Partnerships 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 may be further requirements before we can proceed. Please be prepared for this and telephone with any point of difficulty before attending on the appointment.

For Businesses, in each case we will need to see:

1. Evidence of identity of the authorised signatory (as listed above).
2. A copy of the current letterhead (showing the registered office if it is a company).
3. A Letter of Authority, Minute, Resolution or Power of Attorney, authorising you to sign the document.

Additionally, for Companies: Certificate of Incorporation and of any Change of Name, a copy of the Memorandum and Articles of Association, Details of Directors and Secretaries. In all instances we will be carrying out various company searches, which may have an effect on the level of fees charged.

Additionally for Partnerships, Charities, Clubs, etc: A Partnership Agreement; or relevant Trust Deed; or Charter; or Constitution/Rules.

## **10. Fees and Charges:**

If the matter is simple we will endeavour to charge a fixed fee. **We do not charge VAT**

For more complicated or time-consuming matters the fee will be based on our hourly rate of £250 subject to a minimum fee of £145 (for commercial matters £275 per hour with a minimum charge of £200), plus expenses. The fee charged may include time spent on preliminary discussions and practical advice, drafting and preparation time, making and receiving emails and telephone calls, correspondence written and received in all formats, arranging legalisation and record keeping.

**Expenses:** Some documents require legalisation before they will be accepted for use in the receiving jurisdiction by obtaining an apostille through the UK Foreign Commonwealth & Development Office and, for some countries, additional legalisation is required through the relevant embassy or consulate.

Payment can be made by bank transfer made payable to “Richard Andrew.Martin Notary Public” Business Account Barclays Bank Sort Code 20-84-58 Account Number 23820505./ cash / debit or creditcard

**We request our clients to make an advance payment for our charges and expenses. The payment is then taken into account in our bill. We will let you know the amount of such a payment.**

Occasionally unforeseen or unusual issues arise during the course of the matter which may result in a revision of our fee estimate. Examples of this could include where additional documents are required to be notarised, additional translations or legalisations are needed to meet the requirements of the receiving jurisdiction, third party fees are adjusted to reflect external factors such as fuel price changes and so on. We will notify you of any changes in the fee estimate as soon as possible.

**11. *Typical Stages of a notarial transaction:*** Each notarial matter is different and the requirements and timescales will vary greatly according to whether the client is a private individual or a company and in particular according to the processing times of third parties such as the Foreign Commonwealth & Development Office, legalisation agents, translating agencies and couriers, etc. Some of the typical key stages are likely to include:

- Receiving and reviewing the documents to be notarised together with any instructions you may have received
- Liaising with your legal advisors or other bodies to obtain the necessary documentation to deal with the document (e.g. information from Companies House or foreign registries, powers of attorney etc)
- Checking the identity, capacity and authority of the person who is to sign the document
- If a document is to be certified, checking with the issuing authorities that the document/award is genuine. In the case of academic awards, this would entail checking with the appropriate academic institutions.
- Meeting with the signatory to verify their identity and to ascertain that they understand what they are signing and that they are doing so of their own free will and ensuring that the document is executed correctly
- Drafting and affixing or endorsing a notarial certificate to the document
- Arranging for the legalisation of the document as appropriate
- Arranging for the storage of copies of all notarised documents in accordance with the requirements of the Notarial Practice Rules 2019

**12. *Notarial Records and Data Protection:*** When we carry out our work for you, we are required to make an entry in our formal Registers, which are kept by us as a permanent record. We will retain a copy of the notarised documentation with that record. Our practice is a registered with the Information Commissioner's Office. Personal data received from clients is held securely and not capable of being accessed externally. Data collected as part of notarial records is used solely for the purposes of meeting our professional legal responsibilities as Notaries Public.

**13. *Insurance:*** In the interests of our clients we maintain professional indemnity insurance at a level of at least £1,000,000.00 per claim.

**14. *Termination/ Your Right to Cancel:*** You may terminate your instructions to me at any time by giving us reasonable written notice. All fees and disbursements incurred up to the date of termination will be charged.

Consumer Cooling Off Cancellation Period –Consumer Contracts Regulations 2013 (“CCR”):

Where the CCR apply (typically where you are an individual consumer and our contract with you was concluded either at or following a meeting with you at your home or by a form of distance communication) you have a cancellation period of 14 days after the date you sign our retainer letter or the date on which you continue to give us instructions, whichever is earlier.

You can cancel your contract within the cancellation period by giving us a clear statement and we will reimburse all payments received from you by the same method that you used, at no cost to you, without undue delay, and not later than 14 days after the day on which you inform us of the cancellation.

If you ask us to begin work during the cancellation period, you can still cancel but you must pay us an amount in proportion to the work which we have performed and this proportion will not be reimbursed to you.

**15. *Termination by us:*** We reserve the right to terminate our engagement by you if we have good reason to do so, for example, if you do not pay a bill or comply with our request for a payment on account or you fail to give us the co-operation which we are reasonably entitled to expect.

16. **Complaints:** Our notarial practice is regulated 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)

If you are dissatisfied about the service you have received please contact us and we will endeavour to resolve the issue as quickly as possible..

If we are unable to reach a satisfactory resolution, you may then complain to the Notaries Society of which we are members, and who have a Complaints Procedure which is approved by the Faculty Office. This procedure is free to use and is designed to provide a quick resolution to any dispute.

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  
P O Box 1023  
Ipswich IP1 9XB  
Email [secretary@thenotariessociety.org.uk](mailto:secretary@thenotariessociety.org.uk)

If you have any difficulty in making a complaint in writing please contact 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 8 weeks 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)

If you decide to make a complaint to the Legal Ombudsman, you must refer your matter to the Legal Ombudsman within one year from the act/omission or within one year from when you should reasonably have known there was cause for complaint.

We hope that these notes are of help to you in understanding what is expected of each of us.

Please complete this page as appropriate:-

I/We confirm that I/we have received and read your Terms of Engagement which I/we acknowledge forms the basis of my/our instructions and contract with you to proceed with my/our notarial matters. I/We understand that you will not carry out any work on my/our behalf until this agreement has been signed and you have seen us/me with identification and carried out the required online ID checks.

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**Private individuals**

Signed: .....  
Print Name(s): .....  
Dated: .....

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**Commercial clients**

Company Name: .....  
Signed: .....  
( Director(s) or, Representative(s) authorised to deal with the matter on behalf of the company )  
Print Name(s): .....  
Dated: .....

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How did you hear of Martins Notaries notarial services? .....