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**VISITING A NOTARY PUBLIC NOTES
FOR CLIENTS**

The Customer's attention is particularly drawn to the provisions of clause 17.

1. **INTRODUCTION:** These notes are intended to help you understand the work that the Notary Public has to do. I hope that they may save time, both for you and me. They are not exhaustive, and not every point covered will apply in every case.
2. **WHO ARE NOTARIES PUBLIC?** A Notary is a qualified lawyer - a member of the third and oldest branch of the legal profession in the United Kingdom. We are appointed by the Archbishop of Canterbury and are subject to regulation by the Court of Faculties. The rules, which affect Notaries, are very similar to the rules, which affect Solicitors. We must be fully insured maintaining cover for the protection of their clients and the public. We must keep clients' money separately from the business and comply with stringent rules of practice, conduct and discipline. A Notary Public in England has many of the same responsibilities as Notaries in European countries. Anyone who has dealings with a Notary Public in the USA may be surprised at the different formalities and cost over here. The role and responsibility of the Notary Public in the United States is very different.
3. **NOT A MERE RUBBER-STAMPING EXERCISE:** The international duty of a Notary involves a high standard of care. This is not only towards you as 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.

As a Notary, I have to act independently; my overriding duty is "to the transaction".

4. **SIGNATURE:** The Notary should normally witness your signature. Please **do not** sign the document in advance of your appointment with me.
5. **PAPERS TO BE SENT TO ME IN ADVANCE:** It can save time, expense, and mistakes if, as long before the appointment as possible, you can let me 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.

6. **IDENTIFICATION:** I will need you to produce by way of formal identification the original of (in preferred order):
- Your current passport (or, if not available);
 - A current new driving licence (with photo)
- AND** at least **two** of the following
- A current old style driving licence (without photo); or other formal means of identification;
 - Two utility bills showing your current address not older than 3 months
 - Any other means of ID, which may be referred to in the papers, sent to you as being required.
 - If any of the above do not incorporate a good photographic likeness, please be ready to let me have a recent photograph for me to retain with my records.
7. **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 with, e.g. Certificates of Birth, Baptism, Marriage, or a Divorce Decree. If there has been a change of name, then I will need to see a copy of the Deed Poll or Statutory Declaration, which dealt with it.
8. **CHAIN OF EVIDENCE:** Notarisation 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. If therefore I seem to you to be a bit fussy over minor details, please understand the responsibility placed on me!
9. **EXAMINING THE EVIDENCE:** Accordingly, careful examination by the Notary is required to check whether both the document to be notarised and your personal ID are original, genuine, valid, complete, accurate, and unaltered.
10. **INCOMPLETE DOCUMENTS:** The 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, please do not mark the document itself until I have seen it.

11. **ADVICE ON THE DOCUMENT:** If you bring a document to me for authorisation as a Notary, I will advise you as to the formalities required for completing it. However, I shall not be attempting to advise you about the transaction itself, and you must seek such advice from your own lawyers or persons asking you to have the document signed before me.
12. **WRITTEN TRANSLATIONS:** I am a qualified linguist registered with National Register of Public Service Interpreters (NRPSI), Chartered Institute of Linguists (CIOL), Romanian Consulate and the Ministry of Justice in Romania and I can personally work with Romanian, French, Italian and without the need for translation, if you understand these documents.
- It is important that you understand what you are signing.
- Sometimes a professional translation is required.
 - If it is in a foreign language, which you do not understand sufficiently, I may have to insist that a translation be obtained. If I arrange for a translation, a further fee will be payable.
 - Unless you have a good understanding of the language yourself, an informal or amateur translation is rarely satisfactory.
 - If you arrange for a professional translation, 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.**"
13. **ORAL INTERPRETER:** If you and I 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 payable to you.
14. **INCOMPLETE NAMES** Where names are not consistent throughout all your documents you will need to explain and may be required to prove the discrepancy, and there may and (except when you produce evidential English-language documentation such as a marriage certificate) usually will be an extra charge.
15. **You can order the translations and interpretation directly through Bostico International Ltd independently however please note that it is my duty to inform you that I am a director of the above mentioned company and any orders placed with this company will benefit me indirectly.**
16. **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 are further requirements on which I may have to insist. Please be prepared for these and telephone with any point of difficulty before attending on the appointment.

In each case:

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.
4. In some instances I may have to see a copy of the latest Annual Accounts; the latest Tax Assessment; the latest quarterly VAT Return.

Additionally, companies:

1. Certificate of Incorporation and of any Change of Name.
2. A copy of the Memorandum and Articles of Association.

3. Details of Directors and Secretaries.

Additionally, partnerships, clubs, etc:

1. A Partnership Agreement; or relevant Trust Deed; or Charter; or Constitution/Rules.

I may have to insist on seeing the originals of these documents. If you do show me photocopies, they would have to be certified on behalf of the person holding the originals and who may not be able to release them. The certificate should be in the following form:

"I certify that this (with the following pages) is a true and complete copy of the original document which is currently held by me.

Full name of signatory:

Who certifies in his/her capacity as:

Signature

Date

15. NOTARIAL CHARGES AND EXPENSES:

My charges: Please see the fee quoted in the email which is self-explanatory.

Once I have seen any documents and instructions sent to you about the document, I may be able to give you a firm indication or an estimate of the likely charges.

Payments out on your behalf: I may have to pay legalisation fees to the Foreign and Commonwealth Office and/or a Foreign Embassy. There might be translator or interpreter fees. Other payments may be required including, travelling expenses. Your approval to these will be obtained and you are normally required to make payment **in advance** of any such amounts.

Basis of charging: If it is a simple matter of witnessing a document, a fixed fee will be charged. If there are complication or if I am required to draft a document, or obtain legalisation, the charge will be based upon 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 my notarial register.

Special factors which might result in an increase in the charge include:

- Complexity or novelty
- The number and importance of the documents
- If the work has to be done away from this office
- Special urgency, which may require me to drop other work to deal with yours or if the work unavoidably has to be dealt with outside office hours.

Payment: I accept the following methods of payment. Please read carefully the instructions for each method:

- Cash – payable at the office
- Cheque - Payments by cheque are subject to a fee of **£3.50 per cheque**. It takes 3-5 working days for the cheque to clear. Once the cheque has cleared I can commence work.
- Bank transfer:
Sort code: 40-13-07
Account no: 518 236 98
- Card: Payments by PayPal, credit card or debit card are subject to 3.5% surcharge. **A surcharge of 2% of the paid amount will be non-refundable**

My notarial charges are exclusive of VAT and are normally payable prior to commencing work and signature of the main documents requiring notarialisation and I reserve the right to retain any completed document until payment has been received.

16. NOTARIAL RECORDS:

When I carry out my work for you, I am required to make an entry in a formal register, which is kept by me as a permanent record. I will retain a copy of the notarised documentation with that record, in the case of "Public documents I will keep a copy bearing your original signature on it so I can issue further certified copies if required to do so in the future by you. I can be required to deal with queries from, e.g. foreign lawyers, Land Registries or Embassies to confirm the fact that you saw me.

17. LIMITATION OF LIABILITY – THE CUSTOMER’S ATTENTION IS PARTICULARLY DRAWN TO THIS CLAUSE

17.1 Nothing in these Conditions shall limit or exclude the Notary’s liability for:-

17.1.1 death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors; or

17.1.2 fraud or fraudulent misrepresentation.

17.2 Subject to clause 17.1 the Notary:-

17.2.1 shall not be liable to the Customer, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or for any indirect or consequential loss arising under or in connection with the Contract including any losses that may result from a breach of the Contract by the Notary, its employees, agents or subcontractors (including Translators and Interpreters); and

17.2.2 shall not be liable to the Customer, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or for any indirect or consequential loss arising under or in connection with the Notarial Work including any losses that may result from a breach of the Notarial Service by the Notary, its employees, agents or subcontractors.

17.3 The Service shall be fit for its stated purpose and target readership and the level of quality specified in written correspondence. Unless otherwise specified in writing, the Services shall be deemed to be required for the Intended Use only and the Notary shall not be liable to the Customer, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or for any indirect or consequential loss arising under or in connection with the Services.

17.4 The Notary shall use its best endeavours to achieve the Delivery Date, however the Notary cannot warrant the same and no liability shall attach to the Notary in the event of the Delivery Date being delayed. A delay in the Delivery Date shall not in any way constitute a breach of this contract.

17.5 The Notary’s total liability to the Customer in respect of all losses arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall not exceed the value of the Contract/amount paid to the

Notary.

17.6 Except as set out in these Conditions, all warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the Contract.

17.7 This clause 17 shall survive termination of the Contract.

18. COMPLAINTS PROCEDURE:

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

The Faculty Office
1, The Sanctuary
Westminster
London
SW1P3JT
Telephone 020 7222 5381
Email [Faculty.office\(a\)1_thesanctuary.com](mailto:Faculty.office(a)1_thesanctuary.com)
Website www.facultyoffice.org.uk

Steps for complaints

1. If you are dissatisfied about the service you have received please do not hesitate to contact me.
2. 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 Faculty Office. This procedure is free to use and is designed to provide a quick resolution to any dispute.
3. 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
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 please do not hesitate to call the Notaries Society/the Faculty Office for assistance.

5. 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 eight weeks from the date you first notified me that you were dissatisfied, make your complaint to the Legal Ombudsman, if you are not happy with the result:

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

6.

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 5th 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.

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

I look forward to meeting you.

ANDREEA BOSTAN

Notary Public

I acknowledge receipt, agreement and full understanding of these terms and conditions, a copy of which was given to me.

**FULL NAME
SIGNATURE
DATE**