

## Arney – Notary : Terms & Conditions of Business

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[www.notarypublicsolihull.co.uk](http://www.notarypublicsolihull.co.uk)

Regulated through the Faculty Office of the Archbishop of Canterbury

Partners: Richard Arney, James Arney

- 1. HOURS OF BUSINESS:** Our office hours are 09:00 to 17:00 from Monday to Friday. In appropriate cases, we can sometimes arrange to see you outside the usual office hours or away from the office. In such cases we will charge a reasonable fee for travelling time plus the cost of travel. We may also charge an extra fee for seeing you out of hours or urgently.
- 2. RESPONSIBILITY:** A Notary's first duty is to the transaction as a whole. Notarial acts are relied upon by third parties, foreign governments and officials worldwide and the addition of a notarial seal adds authority to such documents. We therefore have a duty to others as well as yourself to ensure correct formalities are observed. Unless otherwise agreed in writing, our responsibility is limited to the notarial formalities and does not extend to advice on or drafting of documentation or in relation to substantive legal input on the matter under consideration. We do not give advice on foreign law or whether a particular document will be accepted in a foreign jurisdiction.
- 3. FEES:** Our hourly rate is £300. There is currently no VAT on our fees. Our usual minimum fee for notarisation is £150 plus expenses as we have to cover the time it takes to answer your initial enquiry, check your ID, meet with you and retain a permanent record of the transaction. We will have given you a quotation separately based upon the information that you provided at the outset. If that information was misleading or incomplete then we reserve the right to increase the charge appropriately for the extra work necessary to complete the transaction.
- 4. EXPENSES:** You are responsible for all payments which we make on your behalf. Typical examples are legalisation fees paid to the Foreign Commonwealth and Development Office (FCDO) or an Embassy, legalisation agents' fees, Companies Registry fees, GRO fees, verification fees (e.g. for degree certificates), courier fees and special delivery/postage charges. However we shall not incur these expenses without first obtaining your consent to do so.
- 5. PAYMENT:** Our charges are normally payable on presentation (usually at the meeting) by cash, card or by immediate BACS transfer. Notarised documents will not normally be released until all fees and disbursements have been paid in full. In the case where legalisation is required (and you ask us to arrange this) our fees must be paid in full before we send them to be processed to the FCDO or consular agent.
- 6. DOCUMENTATION TO BE PREPARED:** We shall do our best to cover everything in one meeting but may need more than one appointment to finalise the matter, particularly if it is necessary for us to prepare notarial certificates or obtain official copies.
- 7. PROOF OF IDENTITY:** Identification of individuals and proof of residential address is required. This is usually by way of a current passport, photo card driving licence or national identity card and a recent utility or other bill or bank statement (less than 3 months old). The current year's council tax bill is acceptable as proof of address. **I will normally use an online agency such as CreditSafe or SmartSearch to verify your identity. This is not a credit check and will not affect your credit rating.**

8. **COMPANY DOCUMENTS:** If you act on behalf of a company, I will need to establish that it exists and that the signatory has authority to represent it. I generally conduct our own checks at the Companies House. In some cases I may ask you to produce a certificate of incorporation, good standing certificate or other similar evidence. For most company work a board resolution will be necessary authorising the signatory and/or the transaction.

9. **WRITTEN TRANSLATION:** In cases where I do not have knowledge of the language in which the document is written, an independent translation may be required before I can notarise the document. Translations by a friend or relative are not acceptable. You will be responsible for any such fees.

10. **NON-ENGLISH SPEAKERS:** If the person signing the document cannot speak sufficient English an interpreter may be required. It is NOT acceptable for a friend or relative to interpret. You will be responsible for any such fees. In such cases I strongly suggest seeking a notary who does speak the person's first language if at all possible.

11. **SENDING DOCUMENTS TO THIRD PARTIES:** other than in exceptional circumstances, we do not get involved in sending documents to the receiving country, this is for you to do. This ensures that you can send by your own preferred method and, importantly, you are able to track the delivery yourself without having to come through us, our agents or the FCDO.

12. **LIABILITY:** We carry professional indemnity liability cover of £1,000,000 which is the minimum level of cover specified by the Master of the Faculties. We therefore limit the level of our liability to you to £1,000,000 unless you are injured or die as a result of our negligence, in which case our liability is without limit.

13. **COMPLAINTS:** We aim to provide all clients with an efficient and high standard of service. However, in the unlikely event that you should wish to complain, then you should follow the complaints procedure set out below. Notaries are regulated by the Faculty Office of the Archbishop of Canterbury:

The Faculty Office, 1, The Sanctuary, Westminster, London SW1 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 Richard Arney as soon as possible. If he is unable to resolve the matter then you may complain to the Notaries Society of which we are members.

The Society has 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,  
Old Church Chambers, 23 Sandhill Road, St James, Northampton NN5 5LH  
Tel: 01604 758908 32      Email: [secretary@thenotariessociety.org.uk](mailto:secretary@thenotariessociety.org.uk)

If you have any difficulty making a complaint in writing, please do not hesitate to call the Notaries Society or 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 eight weeks from the date you first notified me that you were dissatisfied, make your complaint to the **Legal Ombudsman (LeO)**, 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)

The **time limit for referring a complaint to LeO will be not later than one year** from the:

- date of the act or omission being complained about; or
- date when the complainant should have realised that there was cause for complaint

\*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. The Ombudsman has a discretion to refuse to hear complaints in certain circumstances.

13. **RECORDS:** At the end of the matter, we will usually keep a formal entry of the main details of your transaction together with copies of the notarised document. We will also keep copies of your identity documents.

14. **DATA PROTECTION & ANTI-MONEY LAUNDERING::**We use the information you provide primarily for the provision of our services to you and for related purposes including updating and enhancing client records, analysis to help me manage the practice. We are also required in many cases to certain keep records by law and regulatory rules. These are normally kept indefinitely and may be in paper or electronic format or both.

**You authorise us to disclose such personal information to third parties as is necessary for the proper performance of our duties and this transaction. This will include the Notaries Society and the Faculty Office for legitimate purposes. We will retain such information indefinitely and in order to demonstrate that we have complied with the current anti-money laundering and prevention of financial crime regulations. Please see our website for our detailed Privacy Policy.**

Notaries are obliged under the anti-money laundering legislation to take measures to protect against fraud and forgery. To ensure that we comply with this you acknowledge and agree that we may make all such enquiries as we deem necessary or appropriate in order to comply with our duty, and you will provide us with such documents and information as we may request. Your failure to do so will entitle us to terminate any engagement that we have with you and we will cease acting for you forthwith.

15. **EQUALITY AND DIVERSITY:** We are committed to promoting equality and diversity in all of its dealings with clients and third parties.

16. **THE RELEVANT LAW:** The law which governs our contract with you is English Law and it is agreed that any dispute relating to our services shall be resolved by the English courts.