

# NOTARY NOTES

Notary Name: Paul Nigel Engelbrecht

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Hours of Business: 09.00-17.00 Monday to Friday - other times at discretion

Meetings: By appointment only, please contact- [info@bpe.co.uk](mailto:info@bpe.co.uk)

Basis of Charging: Charges will reflect complexity, time, value and urgency. Minimum fee £125 plus VAT. Please refer to website.

## Visiting a Notary Public – Terms & Conditions of Business & Notes for Clients

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 and expense, both for you and me. They are not exhaustive.
2. **Notaries:** A Notary is a qualified lawyer appointed by the Archbishop of Canterbury and subject to regulation by the Court of Faculties. The rules, which affect Notaries, are very similar to the rules which affect Solicitors. They must be fully insured maintaining cover for the protection of their clients and the public. They 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. The role and responsibility of the Notary Public in the United States is very different.
3. **Notary Duty:** 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 and officials of other countries. These people are entitled:
  - o To assume that a Notary will ensure full compliance with the relevant requirements both here and abroad, and;
  - o 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. **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.

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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 let me have the originals or photocopies of:
  - o The documents to be notarised;
  - o Any letter or other form of instruction which you have received about what has to be done with the documents;
  - o our evidence of identification;
  - o I attach an instruction form for you to complete and return.
6. **Identification:** I will need you to produce by way of formal identification the original of at least one document from each section below:
  - o Your current passport (or, if not available);
  - o A current new driving licence (with photo) (or, as a last resort);
  - o Recent letter from DWP or State Pension with name and address confirming entitlement.

**and**

  - o A utility bill issued in the last 3 months showing your name and address;

**and**

  - o Any other means of identification requested in your paperwork such as marriage certificate, death certificate, birth certificate.
  - o A recent passport sized photograph if none of the above incorporate a good photographic likeness of you.
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, 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. **Examining the evidence:** 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.
9. **Incomplete documents:** The Notary has to check that each document to be notarized 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

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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.

10. **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.
11. **Written translations:** It is important that you understand what you are signing.
  - o Sometimes a professional translation is required.
  - o If documentation is in a foreign language, which you do not understand sufficiently, I may have to insist that a translation be obtained. If I have to arrange for a translation, a further fee will be payable.
  - o Unless you have a good understanding of the language yourself, an informal or amateur translation is rarely satisfactory.
  - o If you arrange for a professional translation, if required, 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 the translation is attached.’**
  - o It is important you understand what you are signing.

I do not give advice on the technicalities, or content of your document. You need to do that separately.

12. **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.
13. **Companies, Partnerships, etc:** If a document is to be signed by you on behalf of a company, partnership, 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 or difficulty before attending on the appointment.

In each case:

- o Evidence of identity of the authorised signatory (as listed above);
- o A copy of the current letterhead (showing the registered office if it is a company);

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- o A letter of authority, minute, resolution or Power of Attorney, authorising you to sign the document;
- o 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 for companies:**

- o Certificate of incorporation and of any Change of Name;
- o A copy of the Memorandum and Articles of Association;
- o Detail of directors and secretaries.

## **Additionally for partnerships, clubs, etc:**

- o The Partnership Agreement; relevant Trust Deed; Charter; or Constitution/Rules.

I may have to insist on seeing originals of these documents. If you show me photocopies, they have to be certified on behalf of the person holding the originals and who may not be able to release them.

## **14. Notarial charges and expenses:**

- o Please refer to my terms and conditions as per point 16 in my terms and conditions.

**15 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 an electronic copy of the notarised documentation with the record. I can be required to deal with queries from, foreign lawyers, Land Registries or Embassies to confirm the fact that you saw me.

**16. Liability:** I am covered by the Professional Indemnity Insurance maintained by BPE Solicitors. Full details of the insurers and territorial coverage of the policy are available on BPE's website.

**17. Data Protection Policy:** A copy is available on request.

**18. Complaints:** My notarial practice is regulated by 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 do not hesitate to contact me.

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- 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.
- 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, PO Box 876, Chichester, PO19 9ZH.
- Email: [secretary@thenotariessociety.org.uk](mailto:secretary@thenotariessociety.org.uk)

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.

- 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 6 months 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, PO Box 6167, Slough, SL1 0EH  
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 one year from when you should reasonably have known 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.

## 19. Where you are a consumer client:

Where you do not instruct us in the course of your business (eg. when we prepare your will, or act on a house sale or purchase, or advise you on family law matters), we are required to provide you with additional information, as follows:

- We cannot start work on your matter until you have signed and returned a copy of these terms to us, or sent us an email confirming you agree to these terms.
- From time to time, law enforcement agencies (such as HM Revenue & Customs or the police) may ask us to produce information or provide access to client files to

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investigate whether or not a crime (eg. Money laundering or tax evasion) has been committed. If we receive a notice or order from a law enforcement agency to produce information in relation to any of our files, we will charge you for our time in accordance with our standard hourly rates for dealing with that notice or order, but the law may mean that we are not be able to discuss the investigation and our compliance with any such notice or order with you.

- You have the right to withdraw your instructions by notifying us in writing (or by using the cancellation form available on our website at [www.bpe.co.uk/cancellation/](http://www.bpe.co.uk/cancellation/)) within fourteen days of us receiving your instructions. Please note that if you have asked us to start work, including by signing and returning these terms, then we will be entitled to charge you for all work undertaken on your matter up to the point you withdraw your instructions. In all other cases, you are entitled to withdraw your instructions without incurring any fees.
- Your statutory rights are not affected by any of these terms and conditions. Further information on your statutory rights can be obtained from any solicitor, Trading Standards office or Citizens Advice Bureau.

If you have any questions, please do let me know.

**Paul Engelbrecht**

Partner, Notary Public (Solicitor)

Consumer Clients