



Helen Tavroges

NOTARY PUBLIC

Important information and

My Terms of Business

1. INTRODUCTION

- 1.1 Notaries are generally responsible for witnessing, authenticating and preparing copies of documents for use abroad, but they are also authorised to conduct general legal practice (excluding the conduct of court proceedings) such as conveyancing and probate.
- 1.2 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 you, my client, but also to anyone who may rely on the documents that I notarise and to governments or officials of other countries. These people are entitled to assume that I, as a notary, will ensure full compliance with the relevant requirements both here and abroad and complete my register and records as required under the Notaries Practice Rules. 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.

2. TYPICAL STAGES OF A NOTARIAL TRANSACTION:

- 2.1 Each notarial matter is different and the requirements and timescales will vary greatly according to whether you are a private individual, a company or another type of entity and in particular according to the processing times of third parties such as the Foreign Commonwealth and Development Office (**FCDO**), legalisation agents, translation agencies and couriers, etc.
- 2.2 Some of the typical key stages are likely to include:
 - 2.2.1 receiving and reviewing the documents to be notarised together with any instructions you may have received;
 - 2.2.2 liaising with any other legal advisors or other bodies to obtain the necessary documentation to deal with the document(s) (e.g. information from Companies House or foreign registries, powers of attorney etc);
 - 2.2.3 checking the identity, capacity and authority of the person who is to sign the document;

- 2.2.4 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 will entail checking with the appropriate academic institutions;
- 2.2.5 if a document is to be signed in my presence, 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;
- 2.2.6 drafting and affixing or endorsing a notarial certificate to the document(s);
- 2.2.7 arranging for the legalisation of the document(s) if appropriate (see section 12 below); and
- 2.2.8 arranging for the storage of copies of all notarised documents in accordance with the requirements of the Notarial Practice Rules 2019.

3. MAKING AN APPOINTMENT

- 3.1 I offer appointments between 9.30 am and 6.30 pm and occasionally at weekends. I can see you at my home office, your home or your place of business. If the notarial appointments take place outside of my office I may make an additional charge to cover travelling time and expenses.
- 3.2 Occasionally I may not be able to see you within the timeframe you require, or I may decide that I am not able to act for you, in which case I will advise you that that is the case and will provide you with the necessary information to locate an alternative notary.

4. SIGNATURES

If the job you want me to do involves me witnessing 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 will save time, expense and mistakes if, as long before the appointment as possible, you can let me have the originals or photocopies of:

- 5.1 the document(s) to be notarised;
- 5.2 any letter or other form of instruction which you have received about what has to be done with the document(s); and
- 5.3 your evidence of identification.

6. MONEY LAUNDERING

- 6.1 Notaries are subject to UK legislation intended to prevent the use of financial systems for the purposes of money laundering and the funding of terrorism. One of the requirements of the legislation is for notaries and other lawyers to report suspicious transactions to law enforcement agencies. A notary who knows or suspects, or has reasonable grounds for suspecting, that a person has committed any one of a range of offences relating to money laundering or the funding of terrorism must make a disclosure as soon as practicable to the appropriate law enforcement agency.

- 6.2 The money laundering regulations generally don't apply where a notary is acting solely as public certifying officer and they have no substantive role in the underlying transaction. Although the Regulations don't apply to work of this nature, notaries are still subject to the professional obligation (in England and Wales under the Notaries Practice Rules 2019 and Code of Practice) positively to identify appearing parties and keep records of the means of identification employed.
- 6.3 If I have a substantive role in the underlying transaction that I am providing services in relation to, then I am likely to be required to undertake a risk analysis for the transaction and conduct ongoing monitoring. This is obligatory in certain cases such as the buying or selling of real property or business entities.

7. YOUR EVIDENCE OF IDENTIFICATION.

- 7.1 I will need you to produce by way of formal identification the originals of (in preferred order):
- 7.1.1 your current passport (or, if not available);
 - 7.1.2 a current driving licence (with photo) or national identity card
- 7.2 If neither of the above are available, at least two of the following
- 7.2.1 a current government or police issued certificate bearing a photo or other formal means of identification;
 - 7.2.2 a utility bill, credit card or bank statement showing your current address which should not be more than 3 months old or a recent council tax bill.
- 7.3 You must also bring any other means of identification which may be referred to in the papers sent to you as being required. I may also ask to see further evidence of identity such as marriage certificates etc and will advise you of this if necessary.

8. PROOF OF NAMES

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, please provide me as appropriate with Certificates of Birth, Marriage or Divorce Decree or Change of Name Deed so that I can establish that you are one and the same person and advise you of any changes that may need to be made to the document(s).

9. ADVICE ON A DOCUMENT TO BE SIGNED BY YOU IN MY PRESENCE

Where I am acting as a public certifying officer it is important that you understand that my role is confined to ensuring that the document to be notarised is signed and witnessed correctly so that it will be accepted in the foreign country in which it is to be used. My role does not extend to advising you about the transaction itself. It is essential that you take advice from your own lawyer or person asking you to have the document notarised. **I will not be liable for the consequences of your failure to take such advice.**

10. WRITTEN TRANSLATIONS AND REQUIREMENT FOR AN ORAL INTERPRETER

- 10.1 A document to be notarised may be in a language that you and/or I do not understand. As a notary I have to be sure that we both understand the document and that you know what effect it will have in the foreign country. For this reason I may require that the

document is translated into English by an independent translator who may have to sign a statutory declaration certifying that it is a true translation

10.2 If you don't speak English I may require that a qualified interpreter is present when we meet.

10.3 If I arrange a professional translation, a further fee will be payable and I will provide you with details of this. 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."

11. COMPANIES, PARTNERSHIPS ETC:

11.1 There are further requirements if a document is to be signed by you on behalf of a company, a partnership, a charity, club or other incorporated body.

11.2 In each case:

11.2.1 evidence of identity of the authorised signatory (see section 7 above).

11.2.2 a copy of the current letterhead (showing the registered office if it is a company).

11.2.3 a Letter of Authority, Board Minute, Resolution or Power of Attorney, authorising you to sign the document.

11.3 Additionally for companies: In all instances I will carry out various company searches, which may have an effect on the level of fees charged. I will need to check the Certificate of Incorporation and any changes of name, a copy of the Memorandum and Articles of Association and details of directors and any company secretary.

11.4 Additionally, partnerships, clubs, etc: I will need to see a copy of the Partnership Agreement or relevant Trust Deed or Charter or Constitution/Rules.

12. LEGALISATION

12.1 Once a document or documents have been signed and sealed by a Notary they may also need to be 'legalised' before they will be accepted for use in a foreign country. Legalisation may require one or both of the following:

12.1.1 the addition of a certificate, known as an apostille, from the Foreign and Commonwealth Development Office (**FCDO**). This certificate confirms that the signature and seal of the Notary is genuine.

12.1.2 the addition of a certificate from a Chamber of Commerce, Embassy or Consulate.

12.2 If your documents require legalisation there are a number of options in relation to obtaining one or more apostilles:

12.2.1 Option 1

The documents are sent directly to the FCDO by Special Delivery. This is the cheapest paper option, but it is only recommended where there is no urgency as the FCDO can be slow to turn around documents, particularly at busy times.

12.2.2 Option 2

The documents are sent to a legalisation agent who arranges the legalisation and charges a handling fee. There are 2 options here

- (a) **general service.** Usually this means that documents received by them before 9am will be legalised and collected by them the following day.
- (b) **Urgent** which requires proof of time pressure. This is more expensive and only a little quicker than the general service.

For options 1 and 2 the documents can be returned to a UK or overseas address provided by you.

12.2.3 Option 3

The final option is an electronic apostille, known as an 'e-Apostille, which involves uploading a document with an electronic notary signature and seal. This is the quickest option. Once the apostille has been added you will be provided with an electronic document which you can forward to as many recipients as you wish. However, this options isn't available for all types of document and in addition it is not universally accepted in all countries.

E- apostilles are not available for the following types of document:

- (a) birth, death, marriage, civil partnership and adoption certificates, or any other document from the General Register Office;
- (b) ACRO police certificates for England and Wales;
- (c) Disclosure Barring Service (DBS) certificates for England and Wales;
- (d) disclosure certificates for Scotland and Northern Ireland;
- (e) fingerprint certificates;
- (f) membership certificates for the Association of Chartered Certified Accountants (ACCA).

Please note that at the present time I am unable to offer the e-Apostille option.

- 12.3 I will always use a legalisation agent when you need the addition of a certificate from a Chamber of Commerce, Embassy or Consulate.

13. BINDING OF PAPER DOCUMENTS

- 13.1 Notaries across mainland Europe as well as in England and Wales will almost always bind paper documents with a ribbon and seal. Each notary has their own unique seal which in England and Wales is registered with the FCDO. This method of binding means that pages cannot be replaced or substituted without first spoiling the notarisation and thus warning the receiving party that the document has been tampered with.
- 13.2 I will bind your documents if they consist of more than one page unless there is good reason not to do so, for example because they are required for the United States where binding is uncommon and may not be accepted. If I don't bind documents for use in Europe it is likely that the receiving party will reject them.

14. NOTARIAL CHARGES AND EXPENSES

14.1 Details of my charges are set out below. Please note that if I have to make payments on your behalf such as legalisation fees, translator or interpreter fees, or other costs such as travelling expenses, your approval to these will be obtained and you are normally required to make payment in advance of any such amounts.

14.2 Charges

- 14.2.1 If the matter is simple I will endeavour to charge a fixed fee to include disbursements such as FCDO legalisation fees, postage, legalisation agent fees, courier fees, travelling expenses, translation costs and so on. My notary business is not VAT registered, so no VAT is payable. My minimum fee is usually £150, but there may be simple cases where the fee will be lower than that.
- 14.2.2 For more complicated or time-consuming matters the fee will be based on my hourly rate of £275 subject to a minimum fee of £275 plus any disbursements. The fee charged may include time spent on preliminary advice, drafting and preparation time, making and receiving telephone calls, correspondence written and received in all formats, arranging legalisation and record keeping.
- 14.2.3 Occasionally unforeseen or unusual issues arise during the course of the matter which may result in a revision of my 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. I will notify you of any changes in the fee estimate as soon as possible.

14.3 Disbursements

I will advise you of all disbursements including the costs, if any, of legislation, any agent's or translation fees, postage costs and any travel expenses.

14.4 Methods of Payment and when payment is due

- 14.4.1 Payment can be made by cash or bank transfer only. I will not accept cash payments of more than £200. **I do not accept payment by debit or credit card at the present time.**
- 14.4.2 Payments by bank transfer should be made to the account of Helen Bolados Tavroges at HSBC. Sort code: 40:34:18, account number: 23909379
- 14.4.3 Payment of my fee and disbursements is due when the document(s) have been notarised.

15. NOTARIAL RECORDS AND DATA PROTECTION

- 15.1 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 that record.
- 15.2 My practice is 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.

16. INSURANCE

In the interests of my clients I maintain professional indemnity insurance at a level of at least £1,000,000.00 per claim.

17. USE OF TECHNOLOGY, DEVICES AND ARTIFICIAL INTELLIGENCE

- 17.1 To the extent that I use any automated decision-making technology, including artificial intelligence, in the course of my services, I do not rely upon the same without human intervention.
- 17.2 Before using any new technology including artificial intelligence, I carry out an appropriate risk assessment to ensure that your rights are not adversely affected by the same.

18. TERMINATION -YOUR RIGHT TO CANCEL

- 18.1 You may terminate your instructions to me at any time by giving me reasonable written notice. All fees and disbursements incurred up to the date of termination will be charged.
- 18.2 Consumer Cooling Off Cancellation Period –Consumer Contracts Regulations 2013 (CCR):
 - 18.2.1 Where the CCR apply (typically where you are an individual consumer and my contract with you was concluded either at or following a meeting with you or by a form of distance communication) you have a cancellation period of 14 days after the date you sign my retainer letter or the date on which you continue to give me instructions, whichever is earlier.
 - 18.2.2 You can cancel your contract within the cancellation period by giving me a clear statement and I 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 me of the cancellation.
 - 18.2.3 If you ask me to begin work during the cancellation period, you can still cancel but you must pay me an amount in proportion to the work which I have performed and this proportion will not be reimbursed to you.

19. TERMINATION BY ME

I reserve the right to terminate my engagement by you if I have good reason to do so, for example, if you do not pay a bill or comply with my request for a payment on account or you fail to give me the co-operation which I am reasonably entitled to expect.

20. DISCLAIMER

I am not able to regulate services provided by third parties and am therefore unable to accept any liability whatsoever for the following:

- 20.1 services provided by legalisation agents that I instruct on your behalf;

- 20.2 services provided by couriers that I instruct on your behalf;
- 20.3 any delays in postal delivery services;
- 20.4 services provided by the FCDO legalisation office.

21. CONCERNS/COMPLAINTS

- 21.1 My notarial practice is regulated through the Faculty Office of the Archbishop of Canterbury. Their contact details are:

The Faculty Office

1, The Sanctuary

Westminster

London SW1P 3JT

Telephone 020 7222 5381 Email Faculty.office@1thesanctuary.com

Website www.facultyoffice.org.uk

- 21.2 If you are dissatisfied about the service you have received please do not hesitate to contact me.

- 21.3 If I am 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

P O Box 1023

Ipswich IP1 9XB

Email secretary@thenotariessociety.org.uk

If you have any difficulty in making a complaint in writing please do not hesitate to contact the Notaries Society/the Faculty Office for assistance.

- 21.4 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 me that you were dissatisfied, make your complaint to the Legal Ombudsman, if you are not happy with the result. The contact details are as follows:

Legal Ombudsman

P O Box 6167

Slough SL1 0EH

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 one year from the act/omission or within one year from when you should reasonably have known there was cause for complaint.