

QUINTIN BARRY  
Notary Public  
9 Mill Lane  
Shoreham by Sea  
BN43 5AG

## TERMS OF BUSINESS

### 1 Notarial Services

It is usually the case that a notary is required because a document is to be used abroad. Seeing a notary is never a mere rubberstamping 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. They are entitled to assume that a notary has ensured full compliance with the relevant requirements both here and abroad, and that they can 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, and the use of false identity etc.

I offer appointments during business hours and occasionally outside normal business hours in exceptional circumstances. I am also prepared to make home visits or visit corporate clients at their place of business. If a notarial appointment takes place outside my office I will make an additional charge to cover travelling time and expenses.

### 2 Signatures

It is usually necessary for a notary to witness the client's signature. The document should therefore not be signed in advance of your appointment. It will often 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, and your evidence of identification.

### 3 Identification

You will be required to produce by way of formal identification the original of your current passport (or if not available) a current photo driving licence or national identity card, together with a utility bill, council tax bill, credit card or bank statement showing your current address which should not be more than three months old. You should also produce 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 a marriage certificate and will advise you of this if necessary.

#### 4 Proof of Names

In a case where the name on the document is different from that which you are currently using, or there has been a variation in the form or spelling of the name, please provide as appropriate certificates of birth or marriage, divorce decree or change of name deed showing all the different names that you use.

#### 5 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 will not be advising you about the transaction itself.

#### 6 Written Translations

It is essential that you understand the nature of the document which you are signing. If it is in a foreign language which you do not understand sufficiently, I may require that a translation be obtained. If I arrange for a translation, a further fee will be payable and I will provide you with details of this. If you arrange 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.'

#### 7 Oral Interpreter

If you and I cannot understand each other because of a language difficulty, it may be necessary to make arrangements for a competent interpreter to be available at our interview and this may involve a further fee.

#### 8 Companies, partnerships etc

If the 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. Please be prepared for these and telephone me with any point of difficulty before attending the appointment. In each case the following will be required:

- i evidence of identity of the authorised signatory
- ii copy current letterhead showing registered office
- iii letter of authority, minute, resolution or power of attorney authorising you to sign the document
- iv (for companies) certificate of incorporation and of any change of name, and details of directors and secretaries
- v (for partnerships, clubs etc) partnership agreement, or relevant trust deed or charter, or constitution/roles.

#### 9 Notarial Fees and Expenses

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 will normally be required to make payment in advance of any such amounts.

If the matter is straightforward I will charge a fixed fee of £70.00 for the first four documents, and £10.00 for each additional document, together with disbursements such as legalisation fees, postage, consular agent fees, courier fees, travelling expenses and translation costs. I do not charge VAT.

For more complicated or time-consuming matters the fee will be based on my hourly rate of £250.00 subject to a minimum fee of £70.00 plus 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.

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

Payment may be made by cash/cheque made payable to Quintin Barry/ bank transfer.

Payment of my fee and disbursements is due when the document is been prepared which I may retain pending payment in full.

Occasionally unforeseen or unusual issues may 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, or third party fees are adjusted to reflect external factors. I will notify you of any changes in the fee estimate as soon as possible.

## 10 Typical Stages of a Notarial Transaction

Each matter is different and the requirements will vary according to whether the client is a private individual or a company. Typical key stages which are likely to be included are:

- receiving and reviewing the documents to be notarised together with any instructions which you may have received
- liaising with your legal advisers or other bodies to obtain the necessary documentation ((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 is genuine. In the case of academic awards this would entail checking with the appropriate academic institutions
- meeting with the signatory to verify identity and to ascertain full understanding of the document to be signed and that this is of the signatory's own free will
- 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

## 11 Notarial Records and Data Protection

When I carry out notarial work, 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. 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 purpose of meeting my professional legal responsibilities as a notary public. For full details of my privacy policy and data processing terms please see my website: [www. quintinbarry.co.uk](http://www.quintinbarry.co.uk)

## 12 Insurance

I maintain professional indemnity insurance at a level of at least £1 million per claim.

## 13 Termination/your right to cancel

You may terminate your instructions to me at any time on giving reasonable written notice. All fees and disbursements incurred up to the date of termination will be chargeable. Where the Consumer Cooling Off Cancellation Period – Consumer Contracts Regulations 2013 apply you have a cancellation period of 14 days after the date you signed my retainer letter or the date on which you continue to give me instructions, whichever is earlier. You may 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 date on which you informed me of the cancellation. 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.

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 cooperation which I'm reasonably entitled to expect.

## 14 Complaints

My notarial practice is regulated through the Faculty Office of the Archbishop of Canterbury, the address of which is 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. If we are unable to resolve the matter you may then complain to the Notaries Society of which I am a member which has a complaints procedure 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, email address [secretary@thenotariessociety.org.uk](mailto:secretary@thenotariessociety.org.uk); telephone 01604 758908.

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 six months from the date you first notified me that you are dissatisfied, make your complaint to the Legal Ombudsman, if you are not satisfied with the result: Legal Ombudsman, PO Box 6806, Wolverhampton WV1 9WJ, Telephone 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 do so within six months of receiving a final response to your complaint and six years from the date of the act or omission, or three years from the date when you should reasonably have known that there was cause for complaint (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 5 October 2019