

ANDREW GILL

NOTARY PUBLIC

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INFORMATION FOR CLIENTS AND TERMS OF BUSINESS

GENERAL

A Notary Public's main duty is to authenticate documents for use outside England and Wales. These can relate to a wide range of matters with a foreign element such as property transactions, the affairs of someone who has died, commercial transactions, court proceedings and immigration.

My practice as a Notary is entirely separate from the solicitors' practice of Forrester Sylvester Mackett and is not subject to the regulatory regime for solicitors, but is regulated by the Faculty Office of the Archbishop of Canterbury by whom Notaries are appointed. The office of Notary has its origins in the time of ancient Rome and is now a worldwide one.

I am available by appointment only at my office in Malmesbury.

For an explanation about fees and expenses please refer to my Terms of Business which follow these General Notes.

PROCEDURES

As a Notary it is my duty to ensure that the people appearing before me are properly identified. Therefore I normally need to see each person's passport (if they have one) or photocard driving licence (if they do not have a passport) and one other recently issued document such as a council tax or utility bill or bank statement. If these are not available I will need to discuss what satisfactory evidence of identity can be produced. Transactions by limited companies will need to be supported by similar evidence of the identity of the appearing officers of the company and in some cases the resolutions authorising the transaction. I may verify the status of the company and its officers by checking the records at the Companies Registry electronically.

I can also prepare or assist with the preparation of documents if required but subject to that I do not advise clients on the content or effect of the documents which I am asked to authenticate, and clients should obtain advice from competent advisers, such as foreign lawyers, as to what they are entering into. Notarisation of documents by me is not a substitute for obtaining legal advice, whether in this country or in the relevant jurisdiction where the document is to have effect. My duty is limited to ensuring that the each signatory understands the nature, type and effect of the transaction he or she is entering into. This can present problems if the document is in a foreign language without a translation, unless I am satisfied that the signatory clearly understands the document by being fluent in its language. There may still, however, be cases where I require a translation or would have to qualify my authentication, which may not be acceptable to the recipients of the document.

Most matters can be dealt with at a one appointment. It is often advisable for me to see documents before the appointment as that will enable me to ensure that everything is in order and will often save time at the appointment as well as enabling me to give an accurate indication in advance of likely cost. Documents can be emailed or faxed to me as well as posted or delivered. Emailing is essential in the case of certain types of documents where details need inserting in typescript rather than by hand.

I am required to keep a record of all Notarial acts for which purpose I maintain a Register. I will also usually keep copies in digital format of my acts and of the documents completed and examined. Copies of these may be made available for a fee to the parties later if required. There may be circumstances when I am compelled to make these available to police, tax officials or courts.

LEGALISATION

In the case of many countries Notarisation alone is sufficient but in the case of many other countries (including some in Europe) a further process called legalisation is required. This involves having a certificate called an "apostille" affixed to the document by the Foreign, Commonwealth and Development Office ("FCDO") through their Legalisation Office based both at Milton Keynes or in Central London. This certificate authenticates my signature and Notarial Seal of Office. (For further information see www.gov.uk/get-document-legalised) For many countries that is sufficient legalisation but other countries (for example most Middle East and South American countries) also require the document to be presented to their Consulate in the U.K. to be legalised by them as well. This process is sometimes referred to as "supra legalisation". These processes involve additional fees to the FCDO and the Consulate. I am able to arrange for this to be done and will advise you of the further cost of so doing. I will use a legalisation agent, at a modest fee, to present and collect the documents to avoid delay or other difficulties.

COMPLAINTS

The following explanation is mandatory information ordained by the Master of the Faculty Office in pursuance of the Legal Services Act 2007:-

<p>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 Website – www.facultyoffice.org.uk</p>
<p>If you have a complaint about my work please do not hesitate to contact me, and if the matter cannot be immediately resolved I will refer your complaint 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 of any dispute.</p>
<p>Alternatively, you can complain to the Notaries Society direct. Please write (but do not enclose my original documents) with full details of your complaint to the Christopher Vaughan, Secretary of the Notaries Society, Old Church Chambers, 23 Sandhill road, St. James, Northampton, NN5 5LH 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 or the Faculty Office for assistance</p>
<p>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 your first notified me that you were dissatisfied, make your complaint direct to the Legal Ombudsman (whose contact details are set out below) if you are not happy with the result.</p> <p>Legal Ombudsman, P.O.Box 6806, WOLVERHAMPTON, WV1 9JW. Tel: 0300 555 0333 Email – enquiries@legalombudsman.org.uk Website – www.legalombudsman.org.uk</p> <p>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.</p>

TERMS OF BUSINESS

- 1. Basis of retainer.** These Terms of Business form the basis of my contract with you.
- 2. Fees and disbursements.** I charge fees based on the time taken for the whole matter (including preliminary consideration, discussion and preparation, travelling and waiting time where applicable, and the time taken in making the record of the transaction) at the rate of £250 per hour. I charge a minimum fee of £90 except in special circumstances. I also charge any out of pocket expenses incurred such as legalisation fees, agents fees, special postages and couriers' charges. My bill must be paid either by cheque backed by a guarantee card or in cash on presentation (unless otherwise agreed) and documents will not usually be released until it has been paid.
- 3. Client's money.** I do not hold clients' money except to the extent of payment in advance for expenses to be incurred and this will be held in accordance with the relevant Notaries Practice and Accounts Rules. I am a member of Notaries Guarantee Ltd which gives clients protection against loss of any clients' money held by me.
- 4. Verification of facts.** Part of the Notary's role may be to authenticate certain of the facts referred to in the documents he notarises for his clients, and this sometimes involves obtaining evidence or proof from independent sources. In this respect I need a client's full co-operation. If I have to add disclaimers to the document to make it clear that there are facts which I have not been able to verify the document may become useless or of less benefit to the client and I will not accept liability for this.
- 5. Ceasing to act.** In some circumstances I may consider, but only with good reason, that I ought not to carry out the notarial act requested or should stop acting for the client; for example for lack of proper identification of the client; if the client cannot give clear or proper instructions on how I am to proceed; if the transaction proposed is not in my view one a proper one; involves fraud or duress; or if my fees are not paid as required by these Terms of Business.
- 6. Postage and storage of documents.** Any documents posted by me are sent at the clients' risk so if the documents are lost in the post (meaning despatch by Royal Mail or commercial courier service) the client will remain responsible for any costs and disbursements incurred in the preparation of new or replacement documents. I will store in digital format without charge to the client a copy of any Notarial Act in "public form" indefinitely and a copy of every act in "private form" for a minimum period of six years. I may not always keep a full copy of the client's own document but reserve the right to do so.
- 7. Limitation of liability.** I have professional indemnity insurance in the sum of £1,000,000. Except only to the extent that the law prevents exclusion or limitation of such liability, my total liability to you and/or any third parties for any loss, injury or damage of any nature whatever (whether in contract or tort) for breach of duty, or otherwise in connection with or arising directly, indirectly or consequentially from the work I carry out for you is hereby limited to £1,000,000 in respect of any claim or series of related claims.
- 8. Third party rights.** No third party shall have the right to enforce any agreement whereby I provide Notarial services for your benefit and/or at your request, nor to rely upon any advice given or opinion expressed by me in the course of the provision of those services and the provisions of the Contract (Rights of Third Parties) Act 1999 are expressly excluded.
- 9. Acceptance of these Terms.** Your instructions (or your continuing instructions) will amount to your acceptance of these Terms.

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Andrew J.Gill