



Visiting a
Notary Public

TERMS OF BUSINESS

Nathan Woodcock

Notary Public of England and Wales

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Visiting a Notary Public and Terms of Business



1. WHY A NOTARY?

It is almost always the case that you have been asked to see a Notary because you have a document that needs to be used abroad. 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 the client but also to anyone who may rely on the document and to Governments or officials of other countries. These people are entitled to assume that a Notary will ensure full compliance with the relevant requirements both here and abroad; and 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, and so on.

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

2. SIGNATURES

A Notary should normally witness your signature. **Please do not sign the document in advance of your appointment with me.**

3. PAPERS TO BE SENT TO ME IN ADVANCE

It will save time, expense and prevent 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;
- Your evidence of identification.

4. IDENTIFICATION

I will need you to produce by way of formal identification the original of (in preferred order):

- Your current passport (or, if not available);
 - A current new driving licence (with photo) or national identity card
- If neither of the above are available, at least two of the following:
- A current government or police issue certificate bearing a photo or other formal means of identification;
 - A utility bill, credit card or bank statement showing your current address which should not be more than 3 months old or council tax bill;

You must also bring any other means of ID which may be referred to in the papers sent to you as being required such as a Foreign Identity Card. I may also ask to see further evidence of identity such as marriage certificates etc., and will advise you of this if necessary.

5. 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 as appropriate with Certificates of Birth, Marriage or Divorce Decree or Change of Name Deed showing all the different names that you use. 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.

6. 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 attempting to advise you about the transaction itself.

7. WRITTEN TRANSLATIONS

It is essential that you **understand what you are signing.**

- If the document is in a foreign language which you do not understand sufficiently, I may have to insist 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 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."

8. 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.

9. COMPANIES, PARTNERSHIPS ETC

If a document is to be signed by you on behalf of a company, a partnership, a 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 of difficulty before attending the appointment.

In each case:

- Evidence of identity of the authorised signatory (as listed previously).
- A copy of the current letterhead (showing the registered office if it is a company).
- A Letter of Authority, Minute, Resolution or Power of Attorney, authorising you to sign the document.

Additionally, companies must provide: Certificate of Incorporation and of any Change of Name, a copy of the Memorandum and Articles of Association, Details of Directors and Secretaries. In all instances I will be carrying out various company searches, which may have an effect on the level of fees charged.

Additionally, partnerships, clubs, etc must provide: A Partnership Agreement; or relevant Trust Deed; or Charter; or Constitution/Rules.

10. NOTARIAL CHARGES AND EXPENSES

Details of my charges are set out in your client care letter. Please note that if I have to make payments on your behalf such as legalisation

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fees, translator or interpreter fees, or other costs such as travelling expenses, your approval for these will be obtained and you are normally required to make payment in advance of any such amounts.

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.

11. TYPICAL STAGES OF A NOTARIAL TRANSACTION

Each notarial matter is different and the requirements and timescales will vary greatly according to whether the client is a private individual or a company and in particular according to the processing times of third parties such as the Foreign Commonwealth & Development Office, legalisation agents, translating agencies and couriers, etc.

Some of the typical key stages are likely to include:

- Receiving and reviewing the documents to be notarised together with any instructions you may have received
- Liaising with your legal advisors or other bodies to obtain the necessary documentation to deal with the document (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/award is genuine. In the case of academic awards, this would entail checking with the appropriate academic institutions.
- 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
- 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

12. NOTARIAL RECORDS AND DATA PROTECTION

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 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 purposes of meeting our professional legal responsibilities as a Notary Public. For full details of my [Privacy Policy](#)

and [Data Processing Terms](#) please see my website: www.woodcocknotarypublic.com.

13. USE OF TECHNOLOGY, DEVICES AND ARTIFICIAL INTELLIGENCE

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.

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.

14. EMAIL CORRESPONDENCE

I use email wherever possible. Where you have provided me with an email address, e.g., by sending an e-mail, I will assume that I may use that address for the sending of unencrypted, sensitive or confidential correspondence or documents to you.

I may also, during the course of a matter, send unencrypted, sensitive or confidential information to other persons involved, unless specifically requested by them or you not to do so. All e-mails sent by me and attachments thereto should be scanned for viruses by the recipient.

15. INSURANCE

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

16. SERVICES PROVIDED OFF PREMISES

Where the Notary is instructed to provide notarial services away from the usual place of business - including but not limited to visits to a client's home, office, hospital, care facility, or any other location - these Terms and Conditions shall apply equally to such services, subject to the specific provisions below.

16.1. Consumer Contracts Regulations - Right to Cancel

In accordance with the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013, where you are acting as a consumer and this contract is concluded at your home or another location away from our business premises, you are entitled to cancel the engagement within 14 calendar days from the date of instruction, without giving any reason.

However, by requesting that the Notary attend and provide notarial services before the expiry of the cancellation period, you expressly agree and confirm that services may begin immediately. In doing so, you acknowledge that if the services are fully performed, your cancellation rights will be lost. If you cancel after the work has begun, you remain liable for any services provided up to the date of cancellation on a pro-rata basis.

16.2. Access and Conditions

You agree to provide a safe and suitable environment for the performance of notarial services. The Notary reserves the right to decline or terminate a visit if the conditions are deemed unsafe, inappropriate, or if required documentation is incomplete or inadequate.

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16.3. Limitation of Liability

The Notary's liability for any loss or damage arising from services provided off-premises shall be limited in accordance with the general limitation of liability set out in these Terms and Conditions.

17. TERMINATION/ YOUR RIGHT TO CANCEL

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.

Consumer Cooling Off Cancellation Period - Consumer Contracts Regulations 2013 ("CCR"):

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.

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.

If you ask us 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.

18. TERMINATION BY ME

I reserve the right to terminate my engagement with 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 am reasonably entitled to expect.

19. COMPLAINTS

My notarial practice is regulated through the Faculty Office of the Archbishop of Canterbury:

The Faculty Office

1, The Sanctuary
Westminster
London
SW1P 3JT

Tel: 020 7222 5381

Email: faculty.office@1thesanctuary.com

Website: 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, 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 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.

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:

Legal Ombudsman

PO Box 6806

Wolverhampton

WV1 9WJ

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.

20. GOVERNING LAW AND JURISDICTION

The terms and conditions of our arrangement and the provision of these Terms of Business shall be governed by English law and shall be subject to the exclusive jurisdiction of the English courts in the case of any dispute.

If any provision of these terms is held by any court or other competent authority to be void or unenforceable in whole or part, these terms shall continue to be valid as to the other provisions thereof and the remainder of the affected provision.

I hope you find these notes helpful in understanding our respective roles and responsibilities.

Nathan Woodcock, Notary Public of England and Wales

NOTARY SERVICES YOU CAN TRUST

Woodcock Notary Public provides simple and smooth solutions for notary and legalisation requirements for individuals and businesses.

Our notary public services are tailored to the specific needs of our clients, and we aim to make our services as convenient and efficient as possible.

Our client-focused approach supports our commitment to provide the best possible service.






OUR HEAD OFFICE

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Canary Wharf
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VISIT OUR WEBSITE

CONTACT US

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Woodcock Notary Public Limited (Co. No: 12085976) is regulated through the Faculty Office of the Archbishop of Canterbury for work undertaken by Mr Nathan Woodcock as a Notary Public. Woodcock Notary Public is a member of the Notaries Society and the Common Law Association of Notaries.