Basil Preuveneers: NOTARY PUBLIC

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SEEING A NOTARY PUBLIC AND MY TERMS OF BUSINESS

1. **Seeing a Notary:** It is almost always the case that you will 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, 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 reply 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 identities.

2. **Appointments.** Notary Basil Preuveneers works from home in association with Notary Co UK Ltd., the London-based company he founded many years ago. He is often available at short notice and outside of normal business hours BUT - meetings must be arranged in advance. "You can instruct me online by downloading the Client Registration Form on my web pages or contact me by phone or email. I sometime can make home visits and visit corporate clients at their place of business – extra fees apply".

3. **Signatures:** The notary will normally witness your signature in person. However, In some circumstances, documents may be witnessed remotely. Please do **not** sign the document(s) in advance of your appointment with me.

4. **Prepare in Advance.** It will save time and money if, as far in advance of the appointment as possible, you can let me have a copy of:

- The document to be notarised along with any letter or other form of instruction which you have received about what has to be done with the documents.
- Your evidence of identification (see below).

5. **Identification Evidence:** I will need you to produce by way of formal identification the original of your current passport, or current driving licence (with photo) or national identity card, plus one of the following:

- Your council tax bill for the current year showing your home address, or
- A utility bill, credit card or bank statement showing your current address which should not be more than 3 months old.

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 cases 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.

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 able 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, a translation should be supplied. If I arrange for a translation, a fee will be payable for this, and I will provide you with details of this.
- If you arrange for a 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 arrange for a competent interpreter to be available at our appointment, and this may involve an additional fee.

9. **Companies, Partnerships etc:** If a document is to be signed by you on behalf of a company, partnership, charity, club or other incorporated body, I will need: -

- Evidence of identity of the authorised signatory and
- A letter of authority, minute, resolution or power of attorney, authorising you to sign the document.
- For partnerships, clubs, and the like, I will need to see a partnership agreement, trust deed, charter; or constitution/rules.

Note that additional enquiries and company searches may affect the level of fees charged.

10. **Notarial Charges and Expenses:** If the matter is simple, I will charge a fixed fee to include disbursements such as legalisation fees, postage, consular agent's fees, courier fees, travelling expenses, translating costs and so on. I do not charge VAT on my notarial fees. My minimum fee is £90.
For more complicated or time-consuming matters, the fee will be based on my hourly rate of £100 subject to the minimum fee of £100, plus disbursements.

Disbursements: Some documents require legalisation before they will be accepted for use in the receiving jurisdiction by obtaining an apostille through the UK Foreign Commonwealth & Development Office and, for some countries, additional legalisation is required through the relevant embassy or consulate.
Please note that if I must make payments on your behalf such as legalisation fees, translator or interpreter fees, or other costs such as travelling expenses, your approval for these will be obtained and you may be 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, or to meet any further requirements of the receiving jurisdiction. I will notify you of any changes in the fee estimate as soon as possible.

11. **Payment** can be made by bank transfer or cash. Payment is due when the document(s) has been prepared. I reserve the right to retain the document(s) pending payment in full.

11. **Typical Stages of a Notarial Transaction:** Each notarial matter is different, and the timescales will vary greatly according to various factors and in particular the processing times of third parties such as the Foreign Commonwealth & Development Office, Embassies, translation firms, couriers, etc. Some of the typical 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)
- 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 or arranging 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

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. I am 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 my professional legal responsibilities as a notary. For full details of my privacy policy and data processing terms please see my website: https://mynotary.co.uk/surrey/

13. **Insurance:** I maintain professional indemnity insurance at a level of up to £1million per claim.

14. **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.

15. **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. The cancellation period will expire 14 days from the day you enter into this agreement with me.

To exercise the right to cancel, you must inform me of your decision by a clear statement (e.g., a letter sent by post or an email to basilpru@gmail.com.

Request for Immediate Performance

Notarial work is often urgent. If you wish for me to provide services before the expiry of the 14-day cancellation period, you must make an express request for me to do so.
By signing these terms or confirming your appointment, you are expressly requesting that I begin the services immediately.

Consequences of Cancellation

If you cancel this agreement after requesting that I begin the services, you shall pay me an amount which is in proportion to the work performed until you have communicated your cancellation to me, in comparison with the full coverage of the contract. If the service is fully performed (i.e., the document is notarised) within the 14 days at your request, your right to cancel will be lost.

16. **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.

17. **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: 0207 222 5381 Email: Faculty.office@1thesanctuary.com Website: www.facultyoffice.org.uk

If you are dissatisfied with the service you have received, please do not hesitate to contact me.

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
PO Box 898, Wigan, WN1 9YW
Email: 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.

Finally, even if you have your complaint considered under the Notaries Society's 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
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 of the act/omission or within one year from when you should reasonably have known there was cause for complaint.

All information correct as of January 2026