

The Notaries Practice Rules 2019

Mandatory Information incorporating Terms and Conditions of Business

The Notaries Practice Rules 2019 require all notaries to provide clients and potential clients with certain mandatory information that is set out below.

The name of my practice is N L Oakes, Notary Public

The address of my practice is: 1 St Andrew's Mount, Kirk Ella, HU10 7TD.

My telephone numbers are: 01482 650541 or 07583 379147

Service provided by my practice:

The service provided by me is that of a Notary Public carrying out all permitted notarial activities including, where appropriate, arranging legalisation of documents and sending them to their final destination. An essential part of a notary's role is to maintain and keep records.

Price:

Fees for transactions will be based on my hourly rate of £300 subject to a minimum fee of £125. My fee is not subject to VAT. In addition, there may be fees payable to others – these are called disbursements – and these must be paid in addition to my fees. Examples would be the cost of postage; agent's fees; or courier's fees to deliver the document abroad.

Typically, 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 Commonwealth and Development Office ("the FCDO") and, for some countries, additional legalisation is required through the relevant embassy or consulate. I use agents to legalise documents. The agents charge £30 to handle up to three documents. The FCDO charges £40 per document. I offer legalisation of documents as an additional service and make an extra charge. Clients may choose to arrange legalisation themselves and thus save the extra charges, but most find it more convenient and quicker to instruct me to deal with the matter.

Payment can be made by cash or cheque made payable to N L Oakes. Please note that I cannot accept more than £300 in cash. My preferred method of payment is a bank transfer to my account at Nat West Bank the details of which are as follow: N L Oakes Notary Public - sort code 52-21-52 - a/c no 28759702. Payment of my fee and disbursements is due when the document has been prepared. Please note that I may retain your documents pending payment in full.

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.

Use of Technology, Devices and Artificial Intelligence

- (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.
- (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.

Service Information

Each notarial matter is different and the requirements will vary according to whether the client is a private individual or a company. Some of the typical key stages are likely to include:

1. Receiving and reviewing the documents to be notarised together with any instructions you may have received
2. 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)
3. Checking the identity, capacity and authority of the person who is to sign the document
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 would entail checking with the appropriate academic institutions.
5. 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. I must ensure that the document is executed correctly
6. Drafting and affixing or endorsing a notarial certificate to the document
7. Arranging for the legalisation of the document as appropriate

8. Arranging for the storage of copies of all notarised documents in accordance with the requirements of the Notarial Practice Rules 2019

Appointment Cancellation & No-Show Policy

To ensure fair scheduling and prompt service for all clients, please review the following policy regarding cancellations and missed appointments:

1. Appointment Commitment

When you schedule an appointment, that time is reserved exclusively for you. I do not work full-time as a notary, and each appointment represents time I have deliberately set aside from other personal plans. For this reason, punctuality and communication are essential, and missed or late appointments may incur fees or affect future scheduling.

2. Cancellations & Rescheduling

If you need to cancel or reschedule, please provide at least 24 hours' notice whenever possible. Cancellations made with less than 24 hours' notice may be subject to a cancellation fee. Repeated short-notice cancellations may result in limited future scheduling availability.

3. No-Shows

If you do not arrive for your scheduled appointment and do not notify me beforehand, the appointment will be considered a no-show. No-show appointments may incur the full-service fee. After a no-show, future appointments may require prepayment or deposit to confirm.

4. Late Arrivals

If you are running late, please contact me as soon as possible. If you arrive more than 15 minutes past the appointment time without notice, the session may need to be rescheduled and could be treated as a missed appointment.

5. Professional Courtesy

I value professionalism, punctuality, and respect for everyone's time. These policies help maintain fairness and reliability for all clients seeking notarial services.

Redress

I am insured under a professional indemnity policy for at least £1,000,000.00.

Complaints and Regulatory Information

1. My notarial practice is regulated by the Master of the Faculties through the Faculty Office of the Archbishop of Canterbury who may be contacted at the following address:

The Faculty Office

1, The Sanctuary

Westminster

London SW1P 3JT

Telephone 020 7222 5381

Email Faculty.office@1thesanctuary.com

Website www.facultyoffice.org.uk

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

3. 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.

4. 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 876,

Chichester,

PO19 9ZH

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.

5. 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 6 months 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 6806

Wolverhampton WV1 9WJ

Tel : 0300 555 0333

Email : enquiries@legalombudsman.org.uk

Website : www.legalombudsman.org.uk

6. If you decide to make a complaint to the Legal Ombudsman you must refer your matter to the Legal Ombudsman :-

- Within six months of receiving a final response to your complaint and
- Six years from the date of act/omission; or
- Three years from when you should reasonably have known there was cause for complaint (only 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 5th October 2010.

*certain kinds of commercial entities are not eligible to make a complaint to the Legal Ombudsman – please refer to the Legal Ombudsman Scheme Rules or consult the Faculty Office.

IMPORTANT NOTE:

Client Acknowledgment

By confirming that you wish me to act on your behalf, or by scheduling an appointment, you are deemed to have read, understood, and accepted these Terms and Conditions.

By confirming that you wish me to act or by scheduling an appointment, you also expressly request that notarial services commence before the expiry of the 14-day cancellation period provided under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013.

You acknowledge that once the notarial services have been fully performed, you will lose your right to cancel under those Regulations.