**ANDREEA BOSTAN**

NOTARY PUBLIC - ENGLAND & WALES

106 OLD CHRISTCHURCH ROAD

BOURNEMOUTH

BH1 1LR

Email: andreea-notary@bostico.co.uk

Tel: (0044) 01202 375 960  
01202 375 962  
01202 375 966

Fax: (0044) 0872 111 4840

**VISITING A NOTARY PUBLIC NOTES FOR CLIENTS**

**The Customer’s attention is particularly drawn to the provisions of clause 17.**

1. **INTRODUCTION:** These notes are intended to help you understand the work that the Notary Public has to do. I hope that they may save time, both for you and me. They are not exhaustive, and not every point covered will apply in every case.
2. **WHO ARE NOTARIES PUBLIC?** A Notary is a qualified lawyer - a member of the third and oldest branch of the legal profession in the United Kingdom. We are Authorised and Regulated through the Faculty Office of the Archbishop of Canterbury. The rules, which affect Notaries, are very similar to the rules, which affect Solicitors. We must be fully insured maintaining cover for the protection of their clients and the public. We must keep clients' money separately from the business and comply with stringent rules of practice, conduct and discipline. A Notary Public in England has many of the same responsibilities as Notaries in European countries. Anyone who has dealings with a Notary Public in the USA may be surprised at the different formalities and cost over here. The role and responsibility of the Notary Public in the United States is very different.

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.

1. **NOT A MERE RUBBER-STAMPING EXERCISE:** The international duty of a Notary involves a high standard of care. This is not only towards you as 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.

**As a Notary, I have to act independently; my overriding duty is "to the transaction".**

1. **SIGNATURE:** The Notary should normally witness your signature. Please **do not** sign the document in advance of your appointment with me.
2. **PAPERS TO BE SENT TO ME IN ADVANCE:** It can 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;
* Your evidence of identification.

6. **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)

**AND**  at least **two** of the following

* A current old style driving licence (without photo); or other formal means of identification;
* Two utility bills showing your current address not older than 3 months
* Any other means of ID, which may be referred to in the papers, sent to you as being required.
* If any of the above do not incorporate a good photographic likeness, please be ready to let me have a recent photograph for me to retain with my records.

1. **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 with, e.g. Certificates of Birth, Baptism, Marriage, or a Divorce Decree. 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.
2. **CHAIN OF EVIDENCE:** Notarisation is accepted as a safeguard under international law. The signature and seal of the Notary are recognised as a link in the chain of evidence relating to international documents. If therefore I seem to you to be a bit fussy over minor details, please understand the responsibility placed on me!
3. **EXAMINING THE EVIDENCE:** Accordingly, careful examination by the Notary is required to check whether both the document to be notarised and your personal ID are original, genuine, valid, complete, accurate, and unaltered.
4. **INCOMPLETE DOCUMENTS:** The Notary has to check that each document to be notarised is fully completed. Unfortunately, many documents produced as ready for signature have blank spaces left in them, not always intentionally! This occurs even when other lawyers or professional advisers have prepared them. If you can help in identifying the information needed to complete any blanks in documents, it will save time when we meet. However, please do not mark the document itself until I have seen it.

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1. **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 shall not be attempting to advise you about the transaction itself, and you must seek such advice from your own lawyers or persons asking you to have the document signed before me.
2. **WRITTEN TRANSLATIONS:** I am a qualified linguist registered with National Register of Public Service Interpreters (NRPSI), Chartered Institute of Linguists (CIOL), Romanian Consulate and the Ministry of Justice in Romania and I can personally work with Romanian, French, Italian and without the need for translation, if you understand these documents.

It is important that you understand what you are signing.

* Sometimes a professional translation is required.
* If it 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.
* Unless you have a good understanding of the language yourself, an informal or amateur translation is rarely satisfactory.
* 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."**

1. **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 payable to you.
2. **INCOMPLETE NAMES** Where names are not consistent throughout all your documents you will need to explain and may be required to prove the discrepancy, and there may and (except when you produce evidential English-language documentation such as a marriage certificate) usually will be an extra charge.
3. **You can order the translations and interpretation directly through Bostico International Ltd independently however please note that it is my duty to inform you that I am a director of the above mentioned company and any orders placed with this company will benefit me indirectly.**
4. **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 on the appointment.

**In each case:**

1. Evidence of identity of the authorised signatory (as listed above).
2. A copy of the current letterhead (showing the registered office if it is a company).
3. A Letter of Authority, Minute, Resolution or Power of Attorney, authorising you to sign the document.
4. In some instances I may have to see a copy of the latest Annual Accounts; the latest Tax Assessment; the latest quarterly VAT Return.

**Additionally, companies:**

1. Certificate of Incorporation and of any Change of Name.
2. A copy of the Memorandum and Articles of Association.
3. Details of Directors and Secretaries.

**Additionally, partnerships, clubs, etc:**

1. A Partnership Agreement; or relevant Trust Deed; or Charter; or Constitution/Rules.

I may have to insist on seeing the originals of these documents. If you do show me photocopies, they would have to be certified on behalf of the person holding the originals and who may not be able to release them. The certificate should be in the following form:

**"I certify that this (with the following .... pages) is a true and complete copy of the original document which is currently held by me.**

**Full name of signatory:**

**Who certifies in his/her capacity as:**

**Signature Date**

**15. NOTARIAL CHARGES AND EXPENSES:**

**My charges**: Please see the fee quoted in the email and the letter which I have sent to you on acceptance of instructions which is self-explanatory.

**Payments out on your behalf**: I may have to pay legalisation fees to the Foreign and Commonwealth Office and/or a Foreign Embassy. There might be translator or interpreter fees. Other payments may be required including, travelling expenses. Your approval to these will be obtained and you are normally required to make payment **in advance** of any such amounts.

Basis of charging: If it is a simple matter of witnessing a document, a fixed fee will be charged. If there are complication or if I am required to draft a document, or obtain legalisation, the charge will be based upon time spent. This may include telephone calls made or received, letters sent and received, time spent in interview, on drafting, and on preparing the necessary entries in my notarial register.

Special factors which might result in an increase in the charge include:

* Complexity or novelty
* The number and importance of the documents
* If the work has to be done away from this office
* Special urgency, which may require me to drop other work to deal with yours or if the work unavoidably has to be dealt with outside office hours.

**Payment:** I accept the following methods of payment. Please read carefully the instructions for each method:

* Cash – payable at the office
* Cheque - Payments by cheque are subject to a fee of **£3.50 per cheque**. It takes 3-5 working days for the cheque to clear. Once the cheque has cleared I can commence work.
* Bank transfer:

Sort code: 40-13-07

Account no: 518 236 98

* Card: Payments by PayPal, credit card or debit card are subject to 3.5% surcharge. **A surcharge of 2% of the paid amount will be non-refundable**

**My notarial charges are** **exclusive of VAT** and are normally payable prior to commencing work and signature of the main documents requiring notarisation and I reserve the right to retain any completed document until payment has been received.

**16. NOTARIAL RECORDS:**

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, in the case of "Public documents I will keep a copy bearing your original signature on it so I can issue further certified copies if required to do so in the future by you. I can be required to deal with queries from, e.g. foreign lawyers, Land Registries or Embassies to confirm the fact that you saw me.

## 17. LIMITATION OF LIABILITY – THE CUSTOMER’S ATTENTION IS PARTICULARLY DRAWN TO THIS CLAUSE

17.1 Nothing in these Conditions shall limit or exclude the Notary’s liability for:-  
17.1.1 death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors; or  
17.1.2 fraud or fraudulent misrepresentation.  
**17.2 Subject to clause 17.1:**17.2.1 The Notary shall not be liable to the Customer, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or for any indirect or consequential loss arising under or in connection with the Contract including any losses that may result from a breach of the Contract by the Notary, its employees, agents or subcontractors (including Translators and Interpreters); **and**  
17.2.2 The Notary shall not be liable to the Customer, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or for any indirect or consequential loss arising under or in connection with the Notarial Work including any losses that may result from a breach of the Notarial Service by the Notary, its employees, agents or subcontractors.  
17.3 Unless otherwise specified in writing, the Services shall be deemed to be required for the Intended Use only and the Notary shall not be liable to the Customer, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or for any indirect or consequential loss arising under or in connection with the Services; **and**

17.3.1 The Notary shall not be liable to the Customer, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or for any indirect or consequential loss arising under or in connection with the document being rejected in the receiving jurisdiction as the Customer confirms that the necessary enquiries have been made with the relevant competent authorities in the receiving jurisdiction regarding its acceptance before instructing the Notary**; and**

17.3.2 The Customer is hereby put on notice that the Notary assumes these enquiries have been made ; **and**

17.3.3 The Customer understands that it is solely its responsibility to check the document will indeed be accepted in the receiving jurisdiction.

17.4 The Notary shall use its best endeavours to achieve the Delivery Date, however the Notary cannot warrant the same and no liability shall attach to the Notary in the event of the Delivery Date being delayed. A delay in the Delivery Date shall not in any way constitute a breach of this contract.   
17.5 The Notary’s total liability to the Customer in respect of all losses arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall not exceed the value of the Contract/amount paid to the Notary.  
17.6 Except as set out in these Conditions, all warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the Contract.  
17.7 This clause 17 shall survive termination of the Contract.

1. **Typical Stages of a notarial transaction:**

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:

* 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

1. **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 a 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 Notaries Public. For full details of my PRIVACY POLICY and data processing terms please see my website: <https://notarypublicservice.uk/> or <https://romaniannotary.uk/>

* **Insurance:** In the interests of my clients I maintain professional indemnity insurance at a level of at least £1,000,000.00 per claim.
* **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.
* Circumstances where **you cannot cancel the contract without penalty**: Under the Consumer Rights Act 2015, PART 3 Right to cancel, Application of Part 3 limits circumstances in which you can cancel and as such if the contract provides for a specific date or period of performance (for example you asked to make an appointment for a specific time and date) or services are clearly personalised and cannot be resold (for example I start working on your file/case) then the deposit you paid will not be refundable.
* 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 (normally the deposit paid).
* **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.

1. **COMPLAINTS PROCEDURE:**

Authorised and Regulated through the Faculty Office of the Archbishop of Canterbury

The Faculty Office

1, The Sanctuary

Westminster

London

SW1P3JT

Telephone 020 7222 5381

Email Faculty.office(a)1 <thesanctuary.com>

Website [www.facultyoffice.org.uk](http://www.facultyoffice.org.uk)

Steps for complaints

1. If you are dissatisfied about the service you have received please do not hesitate to contact me.
2. 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.
3. 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 7655

Milton Keynes

MK11 9NR

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 eight 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.uk6.

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

\*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.

I hope that these notes are of help to you in understanding what is expected of each of us.

I look forward to meeting you.

**ANDREEA BOSTAN**

**Notary Public**

**I acknowledge receipt, agreement and full understanding of these terms and conditions, AND Data\_Protection\_Privacy\_Notice\_a copy of which was given to me.**

**FULL NAME**

**SIGNATURE**

**DATE**