

**ANTHONY SAMUELS**

**NOTARY PUBLIC  
NUMBER ONE LONDON BRIDGE  
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**website: [www.notary-london.co.uk](http://www.notary-london.co.uk)**

## **PRACTICE INFORMATION AND TERMS AND CONDITIONS**

### **1. Hours of Opening**

Office hours are from 10.00 to 13.00 and 14.00 to 17.00 hours on Mondays, Wednesdays and Thursdays. Outside these hours an answerphone will give you guidance and if required I will return your call as soon as possible. Outside these hours appointments must be by special arrangement.

### **2. Costs.**

My hourly rate is £300 plus VAT which applies pro rata according to the time spent. It will usually be possible to estimate with reasonable accuracy the cost of a particular requirement but estimates whilst given in good faith are not binding. My current minimum fee is £250 plus VAT. My VAT number is 985964052.

In certain instances, a payment on account of costs may be requested. Interim bills may be issued and all bills are payable on delivery.

In addition to my fees out of pocket expenses will be charged. These include payment of agent's fees for obtaining an apostille and any foreign lawyers or agents' fees.

It is important to both time and cost for copy documents and details of the transaction to be sent in prior to any appointment to enable the exact requirements to be checked.

### **3. Instructions**

a. Private individuals - If you wish me to communicate with or receive instructions from anyone apart from you, specific written authority is required and can only be terminated by written notice.

b. Others - In the case of companies or other organisations unless you clearly indicate otherwise, I will be free to accept instructions from anyone within your organisation who appears to have authority.

c. Unless otherwise agreed I will communicate either by email or post as appropriate.

#### 4. **Corporate Clients**

Instructions taken on behalf of corporate clients are accepted on the basis that the directors or other controllers of the company or organisation are personally responsible for my fees.

#### 5. **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 processing times of third parties such as the Foreign and Commonwealth 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 (eg 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.

#### 6. **Money Laundering and regulatory Identity Verification**

I am required by the Notarial Practice Rules 2019 and the Money Laundering, Terrorist Financing and Transfer of Funds (Information on the Payer) Regulations 2017 (the Money Laundering Regulations) to identify my clients in certain circumstances. This means I may require you to identify yourself and verify your identity before I can commence work. In that instance, I will need to inspect and take copies of your original

current signed passport or original current photographic driving license or similar photographic identification, together with an original utility bill, bank statement, council tax demand or similar dated within the preceding three months. I cannot in any circumstances be held liable for losses sustained for any disclosure I may be required to make to the National Crime Agency as a result of my compliance with the Money Laundering regulations.

If I am accepting instructions from a corporate client, if the Money Laundering Regulations apply to the matter, I will need details of your registered office and any trading address (if different), company registration number, governing law, a list of your directors and any senior managers and a copy of your constitution documents (memorandum and articles, bye-laws etc). I also need to know the identity of any beneficial owners of the company being anyone who holds more than 25% of the share capital of the company, unless you are regulated or listed on certain (recognised) stock exchanges. I may need to ask you for a copy of your register of members so I can satisfy these requirements under the law.

#### **7. Abortive or Terminated Work**

A pro rata charge will be made in circumstances where instructions are withdrawn or a matter not completed through no fault of mine.

#### **8. Consumer Cancellation Rights**

Where the Consumer Contracts Regulations 2013 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 the right to cancel within 14 days without giving any reason. The cancellation period will expire after 14 days from the day of the conclusion of the contract, ie when I receive your written agreement to this engagement.

To exercise your right to cancel, you must inform me of your decision to cancel this contract by a clear statement, for example a letter sent by post or email to the address or email address above.

To meet the cancellation deadline, it is sufficient for you to send your communication concerning your exercise of the right to cancel before the cancellation period has expired.

If you cancel this engagement under your right to cancel, I will reimburse you all payments received from you no later than 14 days after the day on which I am informed about your decision to cancel this contract. I will make the reimbursement using the same means of payment as you used for the initial transfer, unless you have expressly agreed otherwise.

I will provide services during the cancellation period only if you instruct me to start work before the expiry of the cancellation period by ticking the box below your signature.

If you have asked me to begin the performance of services during the cancellation period, you shall pay me my fees for the services carried out during this period.

#### **9. Limitation of Liability**

In no circumstances may my liability to you or any third party arising from work carried out by me exceed the level of indemnity cover required from time to time under the Notaries (Practising Certificate) Rules 2012 which is currently £1,000,000.00

I do not advise on foreign law and accordingly accept no liability arising to you as a result of the operation of foreign law to any matter for which I provide notarial services.

#### **10. Lien**

If any fees or disbursements remain unpaid at completion of the work for which I have been instructed I may exercise a lien on all documents and papers held by me whether prepared by me or not until such time as such fees and disbursements have been discharged in full.

#### **11. 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. The Data Protection Act 2018 applies and my practice is registered with the Information Commissioner's office with registration number ZA288380. I will use appropriate technical and organisational measures to protect against unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage to, your personal data. Data collected as part of notarial records is used solely for the purposes of meeting my professional legal responsibilities as a notary public. A copy of my data privacy notice is enclosed and is available on my website [www.notary-london.co.uk](http://www.notary-london.co.uk).

#### **12. Standards of Service**

If at any time there is any aspect of the work carried out by me for you which is not clear to you or about which you experience a problem you should contact me immediately with a view to resolving the matter. If I am unable to resolve the matter you may then complain to the Notaries Society of which I am a member, following the procedure set out in my Complaints' Procedure, a copy of which is enclosed.

#### **13. Regulation**

My notarial practice is regulated through the Faculty office of the Archbishop of Canterbury. Their address is:

The Faculty Office, 1 the Sanctuary, Westminster, London SW1P 3JT, telephone 020 7222 5381, email [faculty.office@1thesanctuary.com](mailto:faculty.office@1thesanctuary.com).

14. **Insurance**

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

15. **Governing Law and Jurisdiction**

English law shall be applied in respect of any dispute arising and English Courts shall have exclusive jurisdiction.

**ANTHONY SAMUELS**

I agree the above and acknowledge receipt of your data protection policy and complaints policy

Signed:

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[NAME]

.....

DATE

I hereby instruct you to commence work before the expiry of the Cancellation Period.

I hereby confirm receipt of your data privacy notice.