

**PETER RODNEY BLACKETT**  
**NOTARY PUBLIC**

**VISITING A NOTARY AND TERMS AND CONDITIONS OF BUSINESS**

This document sets out the terms upon which I will act on your behalf as a Notary Public. You will be taken to have accepted these terms and conditions without amendment by your continued instructions to me. Should you have any questions please do not hesitate to ask me.

**1. Contact Details**

All of my contact details are set out at the foot of this document.

I am also a partner in BHP Law and practice from those offices as a Solicitor and as a Notary Public at the address detailed below. These terms and conditions of business only relate to my practise as a Notary Public.

**2. Hours of Business**

My normal hours of business are Monday to Thursday 10.30am to 5.00pm.

- 3. 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- 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.

**4. Service Information**

Each notarial matter is different and the requirements and timescales will vary according to whether the client is a private individual or a company and according to the 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:

- 4.1 Receiving and reviewing the documents to be notarised together with any instructions you may have received;
- 4.2 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);
- 4.3 Checking the identity, capacity and authority of the person who is to sign the document;
- 4.4 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;
- 4.5 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 and ensuring that the document is executed correctly;
- 4.6 Drafting and affixing or endorsing a notarial certificate to the document;
- 4.7 Arranging for the legalisation of the document as appropriate.

5. **Signatures:** The Notary should witness your signature. Please do not sign the document in advance of your appointment with me.
6. **Papers to be sent to me in advance:** It will 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.
7. **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.

Copies will be taken and the originals returned to you immediately.

I am under an obligation to report to the appropriate authorities any suspicions of criminal activity including money laundering.

8. **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 of 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.
9. **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.
10. **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.”**
11. **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.
12. **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.

Additionally, companies: 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: A Partnership Agreement; or relevant Trust Deed; or Charter; or Constitution/Rules.

13. **Notarial charges and expenses:** Details of my charges are set out below. Please note that if I have to make payments on your behalf such as legalisation fees, translator or interpreter fees, or other costs such as travelling expenses, your approval to these will be obtained and you are normally required to make payment in advance of any such amounts.

Charges: If the matter is simple I will endeavour to charge a fixed fee to include disbursements such as legalisation fees, postage, consular agent fees, courier fees, travelling expenses, translating costs and so on. VAT is payable on my fees. The fixed fee will be given at the time of the appointment being made.

For more complicated or time-consuming matters the fee will be based on my hourly rate of £295 plus VAT subject to a minimum fee of £295, plus disbursements/VAT. 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.

Disbursements: Some documents require legalisation before they will be accepted for use in the receiving jurisdiction by obtaining an apostille through the UK Foreign and Commonwealth Office and, for some countries, additional legalisation is required through the relevant embassy or consulate. The cost of legalisation in this matter, including agent's fees and postage to and from the legalising authority, is £59 per document.

Payment can be made by cash/cheque made payable to BHP Law/card/bank transfer. Payment of my fee and disbursements is due when the document has been notarised which I may retain 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.

14. **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 or carrying out an online check
- 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

15. **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. In accordance with the requirements of the Notarial Practice Rules 2019, 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 Notaries Public. For full details of my PRIVACY POLICY and data processing terms please see my website: [www.bhplaw.co.uk](http://www.bhplaw.co.uk).

I keep a register of the names and addresses and other pertinent information of my clients and the matter I have dealt with for them including a copy of the document I have notarised. In the case of a notarial act in the Public form the record will be kept permanently. In respect of other notarial acts records will be kept for twelve years. When I no longer practise as a Notary Public, my records will pass to another Notary Public or the Notaries Society.

**Data protection registration** I am registered as a data controller with the UK Information Commissioner's Office. My data protection registration can be found here: <https://ico.org.uk>.

Everything you tell me about your affairs is treated by me as confidential except to the extent that you instruct me to disclose information or where I am compelled to disclose it by law. In some circumstances I may verify your details for fraud prevention purposes (including in satisfaction of our money laundering obligations) and, like other legal and financial bodies, I am legally obliged to report suspicious transactions to the National Crime Agency (NCA).

From time to time I may be called upon to demonstrate our maintenance of certain professional standards as set by appropriate authorities and/or to satisfy our auditors and/or to comply with other statutory requirements. Unless you notify me to the contrary I will assume that I have your authority to produce your file for that purpose as an exception to our duty of confidentiality.

My main use of your personal information is to provide you with the specific service that you require and to administer your account with me (which, where necessary, may include tracing and collecting debts). In some circumstances I may wish to perform a search with a licensed Credit Reference Agency. This Agency will then keep a record of the search and may make this available to other bodies seeking credit references from them.

#### Topics

- What information do I collect about you?
- How will I use the information about you?
- Data protection registration
- Marketing
- Access to your information and correction
- Cookies on our Website
- Other Websites

**What information do I collect about you?** I collect information about you when you voluntarily complete our enquiry forms, send me a message or contact me by any other means of communication. Website usage information is collected using cookies.

I will endeavour to take all reasonable steps to protect your personal information. My electronic systems are protected through the use of firewalls and anti-virus software. All data is further protected and held as part of a disaster recovery plan. However, I cannot guarantee the security of any data you disclose online. You accept the inherent security risks of providing information and dealing online over the internet and will not hold me responsible for any breach of security unless this is due to my negligence or wilful default.

**How will I use the information about you?** I collect information about you only when it is needed to provide services you have enquired about, or asked me to provide, or to respond to your requests for information.

I will not share your information for marketing purposes with companies outside of my Notarial Practice or Blackett Hart & Pratt LLP Solicitors of which I am a Partner.

In carrying out your matter, it may be necessary to send your details to relevant third parties. I require all third parties to respect the security of your personal data and to treat it in accordance with the law. I do not allow any third-party service providers to use your personal information for their own purpose and only permit them to process your personal data for specified purpose and in accordance with my instructions

16. **Insurance:** In the interests of my clients I maintain professional indemnity insurance at a level of at least £1,000,000.00 per claim.
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 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
19. **Other Requirements:** As well as the work I do for you, it may be necessary to submit the document which has been notarised by me to the Foreign & Commonwealth Office for an Apostille to be affixed. There may also be additional verification needed from the embassy of the country to which the document is to be sent. I will advise you what form of Legalisation is required, what that will entail where appropriate and what fees will need to be paid. These fees are payable in advance.
20. **Regulation**

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

The Faculty Office  
1, The Sanctuary  
Westminster  
London  
SW1P 3JT  
Telephone 020 7222 5381  
Email [Faculty.office@1thesanctuary.com](mailto:Faculty.office@1thesanctuary.com)  
Website [www.facultyoffice.org.uk](http://www.facultyoffice.org.uk)

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

20.3 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.

20.4 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 7655  
Milton Keynes  
MK11 9NR  
Email [secretary@thenotariessociety.org.uk](mailto: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.

20.5 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 6806  
Wolverhampton WV1 9WJ  
Tel: 0300 555 0333  
Email: [enquiries@legalombudsman.org.uk](mailto:enquiries@legalombudsman.org.uk)  
website: [www.legalombudsman.org.uk](http://www.legalombudsman.org.uk)

20.6 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 a cause for complaint.

**NB** 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.

21. **Equality and Diversity** : I am committed to promoting equality and diversity in all of my dealings with Clients and third parties.
22. **The Relevant Law** : The law which governs my contract with you in English Law and it is agreed that any dispute relating to my services shall be resolved by the English Courts.

Signed...BHP Law.....  
For and on behalf of Peter Rodney Blackett  
Notary Public

Date.....November 2023 .....

#### CONTACT DETAILS

Mr Peter Rodney Blackett  
Westgate House  
Faverdale  
Darlington  
DL3 0PZ  
Email: PeterB@bhplaw.co.uk  
Tel: 01325 466794; Fax: 01325 376509

**AGREEMENT**

Your continuing instructions in this matter will signify your acceptance of our Terms of Business.

Please sign, date and return one copy of this document and return it to me immediately. By doing so you agree to accept my Terms of Business and I can be confident that you understand the basis upon which I will act for you.

I confirm I have read, understood and I accept, these Terms and Conditions of Business.

Signed..... Date.....  
(Print Name)

Signed..... Date.....  
(Print Name)