

Denise Herrington- Notary Public

Terms and Conditions

Independence

Although I am a shareholder and director of GBH Law Limited, I practise as a Notary independently. I am regulated through the Faculty Office of the Archbishop of Canterbury and subject to a Code of Practice issued by the Master of Faculties, which can be found [here](#). I am a member of the Notaries' Society for England and Wales.

Documents in a Foreign Language

It is vital that you understand what you are signing. I may not be able to notarise a document in a language in which I am unfamiliar, in the absence of an English translation.

Identification

Individuals

The person signing the document will have to do so in front of me. You will need to produce identification to prove who you are. I will always ask for a valid passport, a UK driving licence (if available) and a bank statement or utility bill, not more than 3 months old, to verify your address. If the document you need to sign refers to any other ID (such as an NIE number, or a different name) you will need to bring evidence of that name or other identity document.

I will **not** notarise any document which has already been signed.

Companies/LLPs and Partnerships

Identification requirements will be different if the person instructing me is an entity such as a limited company.

I will need to understand who the directors are, what authority they have to sign the document (usually by means of a board resolution) and who owns the entity. I will explain what further ID requirements I have.

Fees for Notarial Services

Charges

I will always provide you with my terms of business and a written quotation for the work to be undertaken before I do any notarial work.

Sometimes I can only provide an estimate of the likely fees. Any estimates are given on the basis of the information provided to me at the time the estimate is given. An estimate will not be binding and may increase if your instructions change or there are more documents to deal with than originally described to me. Generally, however I will provide a firm quote in writing before you come to see me.

My hourly rate is £375.00 plus VAT per hour and my fees are based on time spent, complexity and urgency of your arrangements including time spent liaising with you or your advisers prior to any appointment. Time spent correcting/amending documents or liaising with your overseas lawyers will be charged on a time spent basis. I have the following minimum fees:

1. Certifying the biodata page of a passport	: £125.00 plus VAT
2. Simple certification of documents, Company House documents, powers of attorney, including organising apostilling (per document)	: £395.00 plus VAT
3. Certification of documents, Company House documents, powers of attorney, including premium service apostilling (per document)	: £495.00 plus VAT

VAT will be charged at the rate in force (currently 20%) on my fees.

If unforeseen circumstances arise I may need to revise my fee quote. Any apostille fee or embassy legalisation charges are in addition.

Disbursements

I will always explain what charges you may need to pay in addition to the fees above prior to your visit. These could include:

- **Apostille fee:** the fee you pay is the fee charged by the Foreign and Commonwealth office for each apostille. Currently charges are either £30 (standard processing) or £75 (premium same day processing);
- **Embassy Fees:** if your document needs to be presented to the UK Embassy of the country where your document is to be sent then the Embassy in question will also charge a fee. I will explain to you in advance what that will be;
- **Consular Agents:** if you require me to organise apostilling of your document at the Foreign and Commonwealth Office and/or further legalisation at an Embassy then I will use consular agents and I will pass on to you their charges for this service;
- **Courier fee:** if your assignment requires me to use a courier (which will be agreed with you in advance) I will provide you with an estimate before committing to the expense. This will only ever be an estimate and I will only pass on the courier charge to you; and
- **Postage:** Documents will be returned to you using signed for postal service and I will charge you a fixed fee of £8.00 plus VAT.

All fees and charges are payable on, or prior to, collection of your documents or delivery of the same to you or to a third party.

If significant disbursements are to be incurred in advance you will be asked to make a payment on account of costs.

Insurance and Records

Insurance

All work I undertake is covered by the professional indemnity liability insurance of GBH Law Limited. Insurance cover is £3,000,000. My maximum liability to you will not exceed the sum of £3 million (three million pounds sterling) in the event that you are successful in bringing a claim against me (other than one for death, personal injury or fraud where our liability is unlimited). For the purposes of determining our maximum liability all claims arising from the same act or omission or from a series of related acts or omissions or from the same act or omission in a series of related matters or transactions will be regarded as one claim.

I shall not be liable to you for any indirect or consequential loss, damage, costs or expenses of any nature incurred or suffered by you including (but without limitation) any economic loss or other loss of turnover, profits, business or goodwill.

I shall not be liable to you for loss, damage, costs or expenses of any nature incurred or suffered by you arising from compliance with any statutory obligations placed upon us. In dispatching documents for legalisation by the FCO or delivery by post or courier or entrusting them to agents on your behalf and/or at your request, I assume no liability for their loss and/or any consequential loss incurred by you as a result of any failure on the part of the FCO, postal service, courier or agent.

Records

I maintain a register and copies of all documents that are notarised in accordance with my practicing rules. For details of how your data is managed please refer to the privacy policy which can be found [here](#). If I stop practising as a notary public my records will be passed to a successor notary. Records which are more than 12 years old will be automatically destroyed.

Any personal data provided to me will be held in accordance with my data protection privacy policy, which can be found [here](#).

Complaints and Regulator

If you need to raise a complaint and you feel unable to raise it directly with me then all notaries are regulated through the Faculty Office of the Archbishop of Canterbury whose contact details are:

The Faculty Office
1 The Sanctuary
Westminster
London
SW1P 3JT

Telephone: 020 7222 5381
Email: faculty.office@1thesanctuary.com
Website: www.facultyoffice.org.uk

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

If we are unable to resolve the matter you may then complain to the Notaries Society of which I am a member. They 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 7655

Milton Keynes

MK11 9NR

Telephone: 01604 758908
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 Approved Complaints Procedure, you may at the end of that procedure, or after a period of six 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. Contact details are:

Legal Ombudsman
P O Box 6806
Wolverhampton
West Midlands
WV1 9WJ

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 six months from the conclusion of the complaint process.

Additionally if you have concerns over how your data is managed additional remedies are available to you and you may refer a complaint to the Information Commissioners' Office at: <https://ico.org.uk> or by telephone on 0303 123 1113.

Effective Date

These terms are effective from 1 October 2020