

ANDREW MARTIN JOHNSON
NOTARY PUBLIC
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VISITING A NOTARY PUBLIC.
TERMS OF BUSINESS

1. **NOT A MERE RUBBER-STAMPING EXERCISE:** 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 destination. 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.
2. **SIGNATURE:** The Notary should normally witness your signature. Please do not sign the document in advance of your appointment with me.
3. **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.
4. **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)If neither of the above are available, at least **two** of the following
 - A current photo full driving licence or other formal means of identification.
 - Three utility bills showing your current address which should not be more than 3 months old.
 - **Any other means of ID, which may be referred to in the papers, sent to you as being required.**
5. **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, eg, Certificates of Birth, 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.
6. **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.
7. **WRITTEN TRANSLATIONS:** It is essential that **you understand what you are signing**.
 - 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.
 - 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."
8. **ORAL INTERPRETER:** If you and I cannot understand each other because of a language difficulty, we may have to plan for a competent interpreter to be available at our interview and this may involve a further fee.
9. **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 effecting a company search, which will influence the level of fees charged.

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

10. **NOTARIAL CHARGES AND EXPENSES:** My charges: My current **hourly rate is £280.** The **minimum charged** for dealing with a single document is normally £140.00 As a Notary, I am not registered for VAT. Once I have seen any documents and any instructions sent to you about the document, I may be able to give you a firm indication or an estimate of the likely charges. **Payments made on your behalf:** I may have to pay legalisation fees. 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 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; and or where there is a special urgency, which may require me to drop other work to deal with yours. **Payment:** My notarial charges are normally payable upon signature of the document requiring notarialisation and I reserve the right to retain any completed document until payment has been received.
11. **NOTARIAL RECORDS & 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; in the case of “Public” documents I will keep a copy bearing your original signature. My company is a registered data processor under the GDPR with ICO registration number Z3610755. 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 our PRIVACY POLICY and data processing terms please see our website: www.spanish-law.net
12. **INSURANCE:** In the interests of our clients, we maintain professional indemnity insurance. Andrew M Johnson Notary Public is the trading name of Andrew M Johnson Ltd
13. registered with the Companies Registry of England and Wales with the number 9121062. As a Notarial Practice our company is fully insured to a maximum of 1 million Pounds per claim.
14. **USE OF TECHNOLOGY, DEVICES AND ARTIFICIAL INTELLIGENCE:** 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.
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.
15. **EMAIL CORRESPONDENCE:** I use e-mail wherever possible. Where you have provided me with an e-mail address, e.g., by sending an e-mail, I will assume that I may use that address for the sending of unencrypted, sensitive or confidential correspondence or documents to you. I may also, during the course of a matter, send unencrypted, sensitive or confidential information to other persons involved, unless specifically requested by them or you not to do so. All e-mails sent by me and attachments thereto should be scanned for viruses by the recipient.
16. **CONSUMER SATISFACTION SURVEY:** It is important that as a profession we receive feedback from the public as to the service our profession provides. As such, I would invite you to complete the consumer survey which can be found on our regulator’s website: <http://www.facultyoffice.org.uk/notary/notary-news>
17. **COMPLAINTS PROCEDURE:** My notarial practice is regulated by the Master of the Faculties through the Faculty Office of the Archbishop of Canterbury: The Faculty Office, 1 The Sanctuary, Westminster, London SW1P 3JT, Tel: 020 7222 5381, Email Faculty.office@1thesanctuary.com Website www.facultyoffice.org.uk
 - 17.1. If you are dissatisfied about the service you have received, please do not hesitate to contact me.
 - 17.2. 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.

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, West Sussex PO19 9ZH, Email secretary@thenotariessociety.org.uk
 - 17.3. If you have any difficulty in making a complaint in writing, please do not hesitate to call the Notaries Society / Faculty Office for assistance.

- 17.4 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, Legal Ombudsman P O Box 6167 Slough SL1 0EH, 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 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.

18. **GOVERNING LAW AND JURISDICTION:** The terms and conditions of our arrangement and the provision of these Terms of Business shall be governed by English law and shall be subject to the exclusive jurisdiction of the English courts in the case of any dispute. If any provision of these terms is held by any court or other competent authority to be void or unenforceable in whole or part, these terms shall continue to be valid as to the other provisions thereof and the remainder of the affected provision.