

**RICHARD MEERE
NOTARY PUBLIC**

Tithe Barn Farm, Goosemoor Green, Longdon Near Rugeley, Staffordshire, WS15 4LR
Telephone 01543 682010
e-mail r.meere@btinternet.com
Mobile 07831 265 089

INFORMATION AND TERMS OF BUSINESS
GENERAL

Please visit my website at www.notarypublic-richardmeere.co.uk for general information and also see below.

A Notary Public's main duty is to authenticate documents and facts for use outside England and Wales. These can relate to a wide range of activities with a foreign element such as property transactions, the affairs of someone who has died, commercial transactions, court proceedings and immigration.

My practice as a Notary is not subject to the regulatory regime for solicitors, but is regulated by the Faculty Office of the Archbishop of Canterbury by whom Notaries are appointed. The office of Notary has its origins in the time of ancient Rome and is now a worldwide one.

I am normally available between the hours of 9.00 am to 5 pm on weekdays, although I am usually willing to see Clients after 5 pm and at weekends by arrangement. An appointment (at whatever time) is always necessary to avoid inconvenience. I am willing to visit Clients at their homes or places of business. I can also see Clients near to Cannock/Rugeley/Lichfield/Stafford in the area where I live.

PROCEDURES

As a Notary it is my duty to ensure that the Clients appearing before me ("Clients") are properly identified. Therefore I normally need to see each Client's passport (if they have one) or photocard driving licence (if they do not have a passport) and one other document, such as a council tax or utility bill or bank statement, dated within the last 3 months. If these are not available, I will need to discuss what satisfactory evidence of identity can be produced. Transactions by limited companies will need to be supported by similar evidence of the identity of the appearing officers of the company, and in some cases the resolutions authorising the transaction. I may verify the status of the company and its officers by checking the records at the Companies Registry. I can prepare the resolutions if required.

I can also prepare or assist with the preparation of documents if required but subject to that I do not advise Clients on the content, effect, or consequences, of the documents which I am asked to authenticate, and Clients should obtain advice from competent advisers, such as foreign lawyers, as to what they are entering into. Notarisation of a document by me is not a substitute for obtaining legal advice, whether here or in the relevant country where the document is to have effect. My duty is limited to ensuring that the Client understands the nature, type and effect of the transaction he or she is entering into. This can present problems if the document is in a foreign language without a translation, unless I am satisfied that the Client clearly understands the document. There may still, however, be cases where I require a translation or would have to qualify my authentication, which may not be acceptable to the recipient country of the document concerned.

Most matters can be dealt with at a one appointment. I usually require to see documents before the appointment as that will enable me to ensure that everything is in order and will often save time at the appointment as well as enabling me to give an accurate indication in advance of the likely cost. Documents can be emailed to me as well as posted or delivered. Emailing is essential in certain types of documents, where details need inserting in typescript rather than by hand.

I am required to keep a record of all Notarial acts for which purpose I maintain a Register. I will also keep copies of my acts and of the documents completed and examined. Copies of these may be made available to the parties at a later date, if required, for a reasonable fee. There may be circumstances when I am compelled to make these available to police, tax officials or courts. See also Section 6 below (postage and storage of documents).

NOTARISATION/LEGALISATION

In the case of many countries, Notarisation alone is sufficient but in the case of many other countries (including some in Europe) a further process called legalisation is required. This involves having a certificate called an "Apostille" affixed to the document by the Foreign Commonwealth and Development Office ("FCDO") through their Legalisation Office based both at Milton Keynes and in Central London. This certificate authenticates my signature and Notarial Seal of Office. (For further information see www.fco.gov.uk/legalisation) For many countries that is sufficient legalisation, but other countries (for example most Middle East and some South American countries) also require the document to be presented to their Consulate in the U.K. to be legalised by them as well. This process is sometimes referred to as "supra legalisation". These processes involve additional fees to the FCDO and the Consulate. I am able to arrange for this to be done and will advise you of the further cost of so doing. I recommend the use of agents, at a modest fee, to present and collect the documents to avoid delay, loss, or other difficulties.

COMPLAINTS

1. My notarial practice is regulated through 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
Website www.facultyoffice.org.uk

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

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.

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
P O Box 1023
Ipswich IP1 9XB

Email secretary@thenotariessociety.org.uk

If you have any difficulty in making a complaint in writing please do not hesitate to contact 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 8 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
Website : www.legalombudsman.org.uk

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 cause for complaint.

TERMS OF BUSINESS

- 1. Basis of retainer.** These Terms of Business form the basis of my contract with you, the Client.
- 2. Fees and disbursements.** I charge fees based on the time taken for the whole matter (including preliminary consideration, discussion and preparation, travelling and waiting time where applicable, and the time taken in making a record of the transaction) at the rate of £200 per hour. I charge a minimum fee of £80 except in special circumstances. There is no VAT on my notary fees. I also charge any out of pocket expenses incurred, such as legalisation fees, agent's fees, special postages and couriers' charges. My bill must be paid in cash on presentation (unless otherwise agreed) and documents will not usually be released until it has been paid. I do not accept debit or credit cards. I issue written receipts for cash received. I reserve the right to charge for abortive work, if a transaction does not complete.
- 3. Client's money.** I do not hold Clients' money, except to the extent of payment in advance for expenses to be incurred and this will be held in accordance with the relevant Notaries Practice and Accounts Rules.
- 4. Verification of facts.** Part of the Notary's role may be to authenticate certain of the facts referred to in (but not the content, effect, or consequences of) the documents he notarises for his Clients, and this sometimes involves obtaining evidence or proof from independent sources. In this respect I need the Client's full co-operation. If I have to add disclaimers to the document to make it clear that there are facts which I have not been able to verify, the document may become useless or of less benefit to the Client and I will not accept liability for this.
- 5. Ceasing to act.** In some circumstances I may consider, but only with good reason, that I ought not to carry out the Notarial Act requested or should stop acting for the Client; for example, lack of proper identification of the Client; if the Client cannot give clear or proper instructions on how I am to proceed; if the transaction proposed is not in my view a proper one; involves fraud or duress; or if my fees are not paid as required by these Terms of Business.
- 6. Postage and storage of documents.** Any documents are sent at the Clients' risk, so if the documents are lost in transit (meaning letter, post, e-mail, DX, fax, document exchange and any other means of sending and/or transmitting documents) the client will remain responsible for any costs and disbursements incurred in the preparation of new or replacement documents. I will store without charge to the Client a copy of any Notarial Act in "public form" indefinitely, and a copy of every act in "private form" for a minimum period of six years. I may not always keep a full copy of the Client's own documents but reserve the right to do so.
- 7. Limitation of liability.** I have professional indemnity insurance in a minimum sum of £1,000,000. Except only to the extent that the law prevents exclusion or limitation of such liability, my total liability to the Client and/or any third parties for any loss, injury or damage of any nature whatever (whether in contract or tort), for breach of duty, or otherwise, in connection with or arising directly, indirectly, or consequentially, from the work I carry out for you, is hereby limited to £1,000,000 in respect of any claim or series of related claims.
- 8. Third party rights.** No third party shall have the right to enforce any agreement whereby I provide Notarial services for the Client's benefit and/or at the Client's request, nor to rely upon any advice given or opinion expressed by me in the course of the provision of those services and the Contract (Rights of Third Parties) Act 1999 is hereby expressly excluded.

9. **Confidentiality.** I will keep all information regarding your business and affairs confidential and I will not disclose it to any other person without your permission, except as required by law. I may however make public the fact that I act on your behalf. I shall assume that you agree this, unless you advise me in writing to the contrary.

10. **Governing Law and Jurisdiction**

Any agreement and Terms of Business between us shall be governed by and construed in accordance with English law. The English courts shall have exclusive jurisdiction to settle any dispute, which may arise between us. To this end you and I irrevocably agree to submit to the jurisdiction of the English courts. Judgement in any action brought in the English courts may be enforced in the courts of any other jurisdiction.

11. **Acceptance of these Terms.** I ask you to sign a copy of these Terms of Business, but your instructions (or your continuing instructions) will amount to your acceptance of them, whether or not you have so signed.

Issue date 27th March 2023

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Richard Meere, Notary Public.

I/WE CONFIRM that I/we have received a copy of these Terms of Business and of the General Information of which they form part and I/We agree to the provisions as to charging and other matters and that these form a contract between myself/ourselves and you upon the terms stated.

Signed Signed..... Signed.....

Dated.....