

GENERAL NOTES FOR GUIDANCE

RE: NOTARIAL APPOINTMENTS

PRELIMINARY GUIDANCE: These notes are not exhaustive but are preliminary guidelines only, to save time and expense both for you and me.

They interrelate with my accompanying page "Fees". I suggest that you print this page, and read it at your leisure

1. **NOT A MERE RUBBER STAMPING EXERCISE:** The international duty of a Notary Public involves a high standard of care, not only towards you as the client but particularly to the transaction itself, as well as towards other parties, and governments or officials of other countries. This is because they are intended, and are entitled (1) to assume that a Notary Public will ensure due compliance with the relevant requirements at home and abroad, whether or not specifically requested to do so, and (2) to rely on the Notary Public's register and records thereof. Vigilance is essential at every stage to minimise the risks of errors, omissions, alterations, fraud, forgery, impersonation, money-laundering, etc.
2. **SIGNATURE/SEALING:** Your *signature/sealing* should normally *be witnessed by the Notary Public* - do not jump the gun by signing the document in advance of your appointment with the Notary Public.
3. **DOCUMENTATION TO BE SENT TO ME IN ADVANCE:** It can save time, expense and mistakes, if you/your advisers arrange for me to receive, sufficiently before the appointment date/time, the originals/exact photocopies of:
 - 3.1 the documents to be notarised;
 - 3.2 any covering correspondence of forms of instructions from the destination country;
 - 3.3 your identification evidence (see 5 below).
4. **DOCUMENTATION TO BE PREPARED:** We may need more than one appointment to finalise the matter, particularly if it is necessary for me to prepare all or some of the documentation.
5. **5. IDENTIFICATION:** Please produce by way of formal identification (a) at the outset and (b) again, essentially, when you attend to sign the documentation two documents being one from each list below
 - LIST A:**
 - • Your current passport;
 - • Your current driving licence, security pass, or other formal means of identification;
 - • Any other means of ID particularly specified in the documentation;
 - • If the above do not incorporate a good photographic likeness, provide me with a spare print of *a satisfactory recent photograph* for retention on my records.
 - • Occasionally, it may suffice for you to be personally accompanied and identified to me by someone reliable who is well known both to you and to me.
 - LIST B**
 - • Invoice addressed to your home for gas electricity or water dated within the past three months
 - • Receipted Council Tax Bill addressed to your home
 - • Bank Statement addressed to your home
 - • Telephone bill addressed to your home for a landline (not mobile phone)
6. **PROOF OF NAMES:** You should also produce relevant certificates re your names (especially where there have been name changes or variations of the spelling or the sequence of your names) e.g. certificates of birth, baptism, marriage, divorce, examinations, qualifications; and any deed poll or statutory declaration made on change of name.
7. **FALSIFICATION and CRIME ETC:** Notaries need to guard against the increasing trend of (1) impersonation; (2) falsification of documents/certificates/qualifications/ photographs/signatures; (3) Approvers acting (innocently or otherwise) without due authority etc. Notaries are required by UK legislation intended to counter money laundering activities and the use of money that is the proceeds of crime. The Notary is therefore required to raise all such enquiries as may seem to him appropriate as to your general financial background and the intended source of any funds to be used in the transaction. It is emphasised that changes made late in the day could affect the ability of the Notary to proceed.
8. **NOTARIAL INDEPENDENCE** is paramount, in the interests of all concerned. The Notary's duty extends to (1) yourself as the client, (2) any other party, (3) each intended recipient, and (4) all to whom the notarised

documentation may come; with (5) an overriding duty "to the transaction" itself.

9. **CHAIN OF EVIDENCE:** Notarisation is part of the international law/chain of evidence and must be scrupulously undertaken and reliable - in your own interests and the recipient's.
10. **EXAMINING THE EVIDENCE:** Careful examination by the Notary is required to check whether the evidence produced is original, genuine, valid, complete, accurate, and unaltered; such as (1) the document(s)/certificate(s) to be notarised; (2) the personal I.D. evidence of each Appearer.
11. **INCOMPLETE/INEFFECTIVE DOCUMENTS:** The Notary has to check that each document to be notarised is fully and duly completed. Unfortunately, many documents produced as ready for signature are inadvertently defective/incomplete/ inadequate. This occurs even when they have been prepared by professional advisers/agents, who are possibly in too much haste or (not surprisingly) not quite au fait with current notarial practice, procedure and developments.
12. **WRITTEN TRANSLATION:** (1) In relevant cases, official translations may be required before and/or after execution of the documentation. (2) I am not a multi-linguist but can usually arrange/advise as to professional translators. (3) Foreign documents (including covering correspondence and instructions) should be translated into English *before* execution of the documentation. (4) English texts may need to be [re-]translated - here or abroad - into the foreign language *after* execution. (5) As a general rule, it is unsafe to rely on informal or amateur or "specimen" translations. (6) Professional translators should include their names, address, relevant qualifications and/or experience and should incorporate their own certificate, signed and dated, to the effect that ***document B is a true and complete translation of document A the original [or a true copy] of which is annexed [t]hereto.*** Failing this, the reliability of the translation is unproven, it may be suspect or even lethal, and it may be rejected. (7) Translations may need to be declared or sworn by the maker in proper form, according to circumstances. (8) As your fate or fortune may depend on such elementary safeguards, it is better to be safe than sorry!
13. **ORAL INTERPRETER:** Similarly, arrangements may have to be made for a competent professional interpreter to be available at interviews.
14. **SEPARATE ENTITIES:** In the case of an entity such as a company, partnership, society, club, etc, notarial requirements should preferably be discussed across the desk with me personally at a preliminary meeting.
 - 14.1 Verification is required as to the *current* authority for its representative(s) to sign/seal on its behalf - including proof of (a) its original formation, (b) its current continuing existence, (c) its present powers and regulations for undertaking this *type* of transaction, (d) its actual authorisation of this *specific* transaction, (e) which office holders are authorised to sign etc; (f) proof of the valid appointment of the present holders of such office(s) etc.
 - 14.2 Sometimes notarial attendance may be required at a meeting of a Company etc. Such meetings may be arranged whether at my address or at the client's office or elsewhere as the case may be, depending on circumstances.
15. **RESPONSIBILITY:** Subject to the foregoing general guidelines, my responsibility is limited to the notarial formalities and appropriate incidentals, unless specifically instructed to draft or advise re documentation, with adequate time/details.
16. **LIABILITY:** I accept your instructions only on the basis that I shall not be liable for any direct, indirect or consequential losses, (all three of which terms include, without limitation, pure economic loss, loss of profits, loss of business, depletion of goodwill and similar loss), costs, damages, charges or expenses, directly or indirectly incurred as a result of any acts or omissions, howsoever arising, of any agents, subcontractors, couriers or other third parties, whether or not appointed by me at your request or appointed by you or your representatives to legalise and/or deliver the notarised documents to the end recipient unless such acts or omissions arise as a direct result of my wilful default. The risk in the notarised documents shall at all times remain with you.