

# Notarial Services

## Key information



[www.cwj.co.uk](http://www.cwj.co.uk)

Clarkson Wright & Jakes Notaries LLP

### Service information

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 (for example, 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 or institutions that the document/award is genuine (this is most common with educational certificates)
- 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
- 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
- Storing copies of all notarised documents in accordance with the requirements of the Notarial Practice Rules 2019
- Invoicing and taking payment.

Timescales for our notarial work vary depending on the service being provided. A simple certification can usually be completed at the appointment. Drafting a document can take several days depending on its complexity and whether any additional information is required. Timescales for arranging legalisation also vary depending on which embassies or consulates needs to be contacted and whether an apostille is necessary. We do our best to provide estimates at the relevant time.

### Notarial records and data protection

When we carry out our notarial work, we are required to make an entry in a formal register, to be kept as a permanent record. In addition to copies of your identity documents, we will also keep a full copy in electronic form of any official documents produced to us or that we produce for you as a permanent record.

As a notary is a public official, documents and records including copies are open to inspection by anyone who has a proper interest in them.

### Our fees

The minimum charge for dealing with a single document is normally £90 plus VAT (£108) for personal documents and £180 plus VAT (£216) for business documents. Additional documents are typically charged at £45 plus VAT (£54) per personal document and £90 plus VAT (£108) per business document. If there are additional signatories, we charge an additional £45 plus VAT (£54) per person and £90 plus VAT (£108) for an additional business signatory.

If it is a simple matter of witnessing a document, we will usually charge a fixed fee. If there are complications or attachments or if we are required to draft a document or obtain legalisation, there will be additional charges. These may include telephone calls made or received, letters or emails sent or received, time spent in meetings, on drafting and on preparing the necessary entries in the notarial register where applicable. Our current hourly rate is £350 plus VAT (£420).

We charge £60 plus VAT (£72) for obtaining apostilles by post. Different fees will apply if we use our agents and estimates will be given depending on the urgency and other requirements.

Once we have seen any documents and any instructions sent to you about the document, we may be able to give you a firm indication or estimate of the likely charges.

Special factors which might result in an increase of the charge include complexity or novelty, the number of or importance of the documents, whether or not the work has to be done away from this office and special urgency which may require us to drop other work to deal with yours or if the work unavoidably has to be dealt with outside office hours.

As indicated above, VAT at the current rate is added to all our fees.

### Payments made on your behalf (disbursements)

Legalisation fees may have to be paid to the Foreign & Commonwealth Office and/or a foreign embassy. There may be translator or interpreter fees. Other payments may be required including administration, legalisation agent's fees and travelling expenses. Your approval to these will be obtained and you are normally required to make payments in advance of any such amounts. The Foreign Office charges £45 for apostilles obtained by post.

### Invoicing and payment

Unless otherwise agreed invoices are payable in full immediately without any deduction by way of set off, counterclaim or otherwise. If an invoice is not settled within 30 days interest at the rate specified in the Late Payment of Commercial Debts (Interest) Act 1998 is payable from the date of invoice. We reserve the right to recover on a full indemnity basis any costs incurred in collecting overdue payments, and to retain all documents and any other items in our possession relating to any matter until invoices are paid in full.

## Right to cancel

You may have the right, in relation to some non-business work where you do not come to our offices, to cancel your contract with us within 14 days without giving any reason. The cancellation period, if applicable, will expire after 14 days from the day of the conclusion of your contract with us. To exercise the right to cancel, you must inform us of your decision to cancel by a clear statement (e.g. a letter sent by post, fax or e-mail) addressed either to Alis Ahmedova or to the notary whom you deal with. You can use our standard cancellation form which we will send you in appropriate cases, but it is not obligatory. To meet the cancellation deadline, it is enough for you to send your communication concerning your exercise of the right to cancel before the cancellation period has expired. If you cancel, we will reimburse to you all payments received from you, unless you asked us to start work during the cancellation period. We will make the reimbursement without undue delay (and not later than 14 days after the day on which we are informed about your decision to cancel the contract) and using the same means of payment as you used for the initial payment, unless otherwise agreed; in any event, you will not incur any fees as a result of the reimbursement.

We will not start work during the cancellation period unless you expressly ask us to. In most cases, if you ask us to start work during the cancellation period, you will not lose your right to cancel. If you subsequently cancel during the cancellation period, we can charge you for the work we have done on a pro-rata basis. This will be an amount which is in proportion to what has been performed, until you told us you wished to cancel, in comparison with the full scope of the proposed work. You will, however, lose the right to cancel and will have to pay in full once the contract had been fully performed (i.e. we complete our work) even if this happens within the cancellation period.

## Redress

Clarkson Wright & Jakes Notaries LLP maintains professional indemnity insurance of £10m per claim.

We are not responsible for any document losses or delays caused by the postal or any courier or equivalent service or by the Foreign & Commonwealth Office or foreign embassies or consulates.

## Regulatory information

Our notarial service is provided by Clarkson Wright & Jakes Notaries LLP, a limited liability partnership registered in England and Wales (Number OC419528), having its registered office at Valiant House, 12 Knoll Rise, Orpington, BR6 0PG. It 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)

All notaries are subject to the Notaries Practice Rules, which may be accessed at [www.facultyoffice.org.uk](http://www.facultyoffice.org.uk)

## Complaints

If you are dissatisfied with the service you have received, please do not hesitate to contact the notary that you dealt with. If we are unable to resolve the matter, you may then complain to the Notaries Society (our representative body), of which our notaries are members, which has a Complaints Procedure 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:

Christopher Vaughan  
The Secretary of the Notaries Society  
PO Box 7655  
Milton Keynes  
MK11 9NR

**Email:** [secretary@thenotariessociety.org.uk](mailto:secretary@thenotariessociety.org.uk)

**Telephone:** 01604 758908

If you have any difficulty in making a complaint in writing, you may call the Notaries Society or 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 eight weeks from the date you first notified us that you were dissatisfied, make your complaint direct to the Legal Ombudsman if you are not happy with the result:

Legal Ombudsman  
PO Box 6167  
Slough  
SL1 0EH

**Telephone:** 0300 555 0333

**Email:** [enquiries@legalombudsman.org.uk](mailto:enquiries@legalombudsman.org.uk)

**Website:** [www.legalombudsman.org.uk](http://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 of receiving a final response to your complaint; and no more than one year from the date of act or omission; or no more than 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.