



Notary Services Standards and Terms of Service

Veale Wasbrough Vizards LLP
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1 Our fees

- 1.1 Our hourly rate for notary public work is £350 plus VAT, and our minimum fee is £125 plus VAT. We reserve the right to vary the rate in respect of extremely urgent work or work done outside ordinary office hours.

2 Fixed fees

- 2.1 We may in the case of straightforward matters agree with you beforehand a fixed fee. If, however, at the appointment, the matter proves to be more complicated or there are more documents or people involved than you indicated, or legalisation is required, we reserve the right to renegotiate the fee or agree to charge you at our hourly rate.

3 VAT

- 3.1 We are registered for VAT.

4 Expenses

- 4.1 You are responsible for all payments which we make on your behalf. Typical examples are legalisation fees paid to the Foreign, Commonwealth & Development Office (Apostille) and/or an Embassy, legalisation agents' fees, Companies Registry fees, couriers' fees and special postage charges. However, we shall not normally incur these expenses without first obtaining your consent to do so.

5 Payment

- 5.1 Our charges are normally payable on the signing of the document or once we start working on your matter. If we render a bill in respect of the work, payment will be due when you receive the bill.

6 Time charge

- 6.1 This includes all work undertaken on your matter from start to finish including preliminary details and advice, preparation, attendances, drafting, phone calls, correspondence including emails, faxes, copying documents and the completion of our register and protocol. Letters, emails and phone calls are charged at a minimum of six minute units or otherwise at the time taken.

7 Typical stages of a notarial transaction

- 7.1 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:
- 7.1.1 Receiving and reviewing the documents to be notarised together with any instructions you may have received;
 - 7.1.2 Liaising with your legal advisors or other bodies to obtain the necessary documentation to deal with the document (e.g. information from Companies House or foreign registries, powers of attorney etc);
 - 7.1.3 Checking the identity, capacity and authority of the person who is to sign the document;

- 7.1.4 If a document is to be certified, checking with the issuing authorities that the document/award is genuine. In the case of academic awards, this would entail checking with the appropriate academic institution/s;
- 7.1.5 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 and ensuring that the document is executed correctly;
- 7.1.6 Drafting and affixing or endorsing a notarial certificate to the document;
- 7.1.7 Arranging for the legalisation (Apostille / Embassy) of the document as appropriate;
- 7.1.8 Arranging for the storage of copies of all notarised documents in accordance with the requirements of the Notarial Practice Rules 2019.

8 Foreign, Commonwealth & Development Office and/or Consular Legalisation

- 8.1 Some countries require a document to be "legalised". This is the process by which a state agency confirms that the seal and signature are those of an English notary or other public body. The Foreign, Commonwealth & Development Office attach an Apostille to the document. Sometimes the document then has to go to the Embassy of the country where the document will be sent. The Embassy will then attach its own certificate to the document. Your lawyer will probably advise you of the need for legalisation. If not, you should ask him about it. We shall be able to obtain the necessary legalisation and shall discuss with you timescale and whether we should use legalisation agents or couriers if speed is required. However you can deal with legalisation yourself if you wish.

9 Preparation

- 9.1 Preparation includes checking and dealing with any documents presented by you, any instructions accompanying the documents, consideration and drafting of documents before, during or after attendances, attending to any amendments or completing any blanks in the documents, binding the documents securely and dealing with any special requirements or formalities of the foreign country.

10 Your own professional advisers

- 10.1 It is not our responsibility to give you legal advice concerning the document. Our role is to be satisfied that you understand the content of the document and that you intend to be bound by it. You are advised to seek first the advice of your own independent legal or other competent professional adviser who practises in, or is skilled in the law of the jurisdiction to which the document will be sent.

11 Our responsibilities

- 11.1 We have to be satisfied as to your identity, your legal capacity, your authority and your understanding and approval; in certain instances we may insist on a translation; we shall try to ensure that the document, in the manner of its execution, its form and substance will achieve its purpose; we must be satisfied that it is your voluntary act and that no fraud, violence or duress are involved and that other stipulated formalities under English are observed. If we are not satisfied about any one of those things we may refuse to undertake the matter.

12 Register and protocol

- 12.1 At the end of the matter, we make a formal entry of the main details in our register, and we keep scanned copies of the notarised documents and proof of identity in our protocol. We are entitled to keep all your original papers and documents while there is any money owed to us for charges and expenses. We store archived files electronically for a minimum of 6.5 years. This is on the understanding that we have your authority to destroy them after this time.

13 Confidentiality

- 13.1 Unless required by law or permitted by these standards and terms of service, we will not disclose to a third party without your prior consent any information concerning your affairs that we receive from you for the purpose of providing our services. This restriction will not apply where the relevant information is already in the public domain. If we are required as a matter of law to refer any information concerning your affairs to relevant authorities, we may not be permitted to disclose this fact to you.
- 13.2 We may be obliged to confirm the authenticity of a notarial act to a third party who has a lawful reason to place reliance upon it.
- 13.3 You authorise us to permit people reviewing our compliance with professional standards (for example, with LEXCEL or compliance with ISO standards) to view your matter for the purpose of assessing our compliance with such standards only. You agree that we may disclose information from your file to professional indemnity insurers where circumstances need to be notified in relation to your matter. We outsource certain activities, including IT services, archiving and document administration. All these activities are covered by confidentiality agreements. Please let us know as soon as possible if you do not wish us to outsource any of these activities. Unless you tell us otherwise, by instructing us on your matter you acknowledge that we will disclose your confidential information to those service providers, as part of our use of those services.
- 13.4 We may also share information relating to your affairs with other members of the VVV group. VVV group means Veale Wasbrough Vizards LLP, a company which is from time to time a subsidiary of Veale Wasbrough Vizards LLP or a company which is from time to time a subsidiary of any such subsidiary of Veale Wasbrough Vizards LLP. Each company in the VVV group is a member of the VVV group. That sharing of information is covered by confidentiality agreements with those other members of our group. To read more about how we protect and use your information as a data controller please see our Transparency Notice at www.vvv.co.uk/transparency-notice.

14 Data protection

- 14.1 As a client of the firm, we collect personal information about you and about third parties during the course of providing services to you. As a corporate client, this includes personal information about your officers and employees. To read more about how we protect and use your information as a data controller please see our Transparency Notice at www.vvv.co.uk/transparency-notice. If your instructions require us to provide services as a data processor (for example, if we are providing diocesan or charity administration support services or hosting a data room on your behalf) our Data Processing Terms apply. Our Data Processing Terms form part of the legal agreement between us and can be accessed at www.vvv.co.uk/data-processing-terms.

15 Marketing communications

- 15.1 We, and other members of the VWV group, may send you marketing communications about our services from time to time unless you have asked us not to. You can update your marketing preferences, including opting out of all marketing, at any time by clicking the "email preferences" link at the bottom of any of our marketing communication emails or by contacting www.vwv.co.uk/contact-us.

16 Artificial Intelligence (AI)

- 16.1 In providing our services, we use a range of technology tools - including tools that use artificial intelligence. Those tools are a combination of third party products (including cloud hosted tools), and products which we have developed within VWV. Where we consider it appropriate to do so, we may input your confidential information into those tools for the purpose of delivering our services, managing our relationship with you, and in connection with work that we do for you. For example, we may use tools that use artificial intelligence to assist with document review, summarising, legal research, drafting support and administrative tasks.

Where we use such tools, information relating to your matter may be processed or stored by third-party technology providers and their sub-processors. This may include processing or storage outside the United Kingdom, including in the United States.

In delivering our services, we take responsibility for our advice whether or not we have used technology tools in the preparation of that advice. Our lawyers will exercise professional judgement and will review outputs as appropriate before they are used in providing legal advice or other legal services. The use of technology tools (including tools that use artificial intelligence) does not alter our responsibility to you for the advice that we provide.

We will ensure that our use of these tools complies with our legal and regulatory obligations. In particular, we will ensure that our use of them complies with our duty to maintain client confidentiality. Specifically in relation to artificial intelligence, we do not permit any tools that we use to train on the information that we provide to them.

Please tell us if you have any specific requirements or concerns about our use of artificial intelligence or other technology on the work that we do for you.

17 Our liability to you

- 17.1 We carry professional indemnity liability cover of £2 million pounds which is more than the minimum level of cover specified by the Master of the Faculty. We therefore limit the level of our liability to you to £2 million pounds, unless you are injured or die as a result of our negligence, in which case our liability is without limit.
- 17.2 Veale Wasbrough Vizards LLP is a limited liability partnership, which is a corporate entity in its own right, owned by its members. Our members have chosen to retain the traditional title "partner" for themselves and for certain employed solicitors of sufficient seniority and standing. However there is no partnership between the members and any senior employee with the title of "partner", or between the members and those senior employees and Veale Wasbrough Vizards LLP, or any of them. Any reference in these terms or during the course of your dealings with us to a "partner" is only a reference to a member or senior employee of this firm.
- 17.3 Our contract for the provision to you of legal services under these standards and terms of service and our engagement letter is between Veale Wasbrough Vizards LLP and you.

The services provided to you by the firm are for you and cannot be relied upon by anyone else. No one else, including any individuals(s) who are involved in delivering advice to you on behalf of Veale Wasbrough Vizards LLP, has any contract with, or any liability to, you.

- 17.4 Veale Wasbrough Vizards LLP owes you a duty to act with reasonable skill and care in the services we provide to you. Our members, employees and consultants owe you no personal liability, under a duty of care or otherwise, for the work they do for you on behalf of the LLP and you agree to exclude any such duty or liability from our contract with you. Any claim you make against us may therefore only be made against Veale Wasbrough Vizards LLP and not against any member, employee or consultant of this firm.

18 Relevant law

- 18.1 The law which governs our contract with you is English Law and it is agreed that any dispute relating to our services shall be resolved only by the English courts.

19 Termination / your right to cancel

- 19.1 You may terminate your instructions to us at any time by giving us reasonable written notice. All fees and disbursements incurred up to the date of termination will be charged. Consumer Cooling Off Cancellation Period - Consumer Contracts Regulations 2013 ("CCR"): You can cancel your contract within the cancellation period by giving us a clear statement and we will reimburse all payments received from you by the same method that you used, at no cost to you, without undue delay, and not later than 14 days after the day on which you inform us of the cancellation. If you ask us to begin work during the cancellation period, you can still cancel, but you must pay us an amount in proportion to the work which we have performed, and this proportion will not be reimbursed to you. Given the nature of services typically carried out by notaries, it is highly likely that all of the work will have been completed within a day or two of your instructions being received. Where the CCR apply (typically where you are an individual and my contract with you was concluded either at or following a meeting with you or by a form of distance communication), you have a cancellation period of 14 days after the date you sign our retainer letter or the date on which you continue to give us instructions, whichever is earlier.

20 Termination by us

- 20.1 We reserve the right to terminate our engagement by you if we have good reason to do so, for example, if you do not pay a bill or comply with our request for a payment on account or you fail to give us the co-operation which we are reasonably entitled to expect.

21 Complaints

- 21.1 Our notarial practice is regulated through the Faculty Office of the Archbishop of Canterbury at 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 Marc White.
- 21.2 If we are unable to resolve your concern, you should contact Maria Hill within our Compliance and Practice Standards Team, who will investigate the matter personally and respond to your concerns. We have a complaints procedure, which can be

accessed at <https://www.vwv.co.uk/regulatory-matters> and a copy of which is available upon request.

- 21.3 If we are unable to resolve the matter you may then complain to the Notaries Society of which Marc White, our notary public, is 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 Old Church Chambers, 23 Sandhill Road St James Northampton NN5 5LH, 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/Faculty Office for assistance.
- 21.4 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 us that you were dissatisfied, make your complaint to the Legal Ombudsman if you are not happy with the result at Legal Ombudsman PO Box 6167, Slough SL1 0EH, telephone 0300 555 0333.
- 21.5 You may ordinarily refer a complaint to the Legal Ombudsman no later than one year from the date of the act or omission giving rise to a concern, or no later than one year from when you should have realised there was cause for complaint. You will need to bring a complaint to the Legal Ombudsman within six months of receiving a final written response from us about your complaint. For further information, you should contact the Legal Ombudsman on 0300 555 0333 or at enquires@legalombudsman.org.uk.

