

# ANDRADA C. GACICHEVICI

Notary Public and Commissioner for Oaths

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## - IMPORTANT INFORMATION -

**A. THESE TERMS AND CONDITIONS OF SERVICE** shall, save as otherwise expressly agreed in writing, apply to the provision of notarial services and services as a notary public by and between (on the one hand) ANDRADA GACICHEVICI NOTARY PUBLIC LTD (referred to as “me”, “my” or “I”) practising and trading as Andrada C. Gacichevici Notary Public, a company limited by shares and registered as a private company (Company number 14960609) registered in England and Wales, with a registered office at 1181 Tib Lane, 8 Tib Lane Manchester United Kingdom M2 4JB, VAT registration number GB 4963191 57, and (on the other hand) my clients and prospective clients (referred to as “you” or “your”) to the exclusion (so far as allowed by the law of England and Wales) of all other terms and conditions of business.

**B. HOURS AND WORK LOCATION:** My principal office is at 1181 Tib Lane, 8 Tib Lane, Manchester M2 4JB, where my working hours are between 09:00 and 18:00 UK local time from Monday to Friday, other than on Bank Holidays in England and Wales and other holidays when I do not normally work. For urgent matters, I may agree to provide notarial services to you on Saturday or Sunday, between 10:00 to 15:00 UK local time, and/or at locations away from my principal office, such as at your home or place of work (where permitted) provided that any necessary office facilities can be made available for my use, for example document printing facilities or photocopying facilities for the copying of identification documents.

If the notarial appointments take place outside of my office, I reserve the right to charge an additional fee to cover travelling time and expenses. For notarial appointments taking place on Saturday or Sunday, or a bank holiday, a surcharge will apply in addition to my standard fees, irrespective of the appointment location.

To ensure each client receives my undivided attention, my services are available by appointment only and require the submission of documents in advance. You can book an appointment by filling out the online form available on our website [www.notarypublic.network](http://www.notarypublic.network), and supplying the necessary documentation. Payment of the invoice may be required to confirm the appointment.

**C. THE SCOPE OF MY RESPONSIBILITY TO YOU AND ITS LIMITS:** As a notary public and commissioner for oaths, my primary responsibility (in contract) is to you, my client, and our contractual relationship is governed by these terms and conditions; and I also have a non-contractual responsibility to those third parties throughout the world who may foreseeably place reliance on my notarial acts.

My notarial practice is limited to the preparation and creation of notarial acts and acting as a commissioner for oaths in accordance with the law of England and Wales and the provision of limited ancillary services as mentioned in Clause 6 below. I do not provide England and Wales legal advice save in connection with my notarial acts and oaths, neither do I provide legal advice concerning any other legal system or rules of law other than the law of England and Wales, nor do I provide transactional advice or document preparation services beyond the preparation and creation of notarial acts, oaths and provision of the limited ancillary services as mentioned in Clause 6 below. You agree that it is your responsibility to obtain any necessary foreign law advice, England and Wales legal advice beyond the notarial act or oath, transactional advice (legal or otherwise) and wider document preparation services



from other legal and professional advisors, and any costs, losses, liabilities and other consequences arising from your failure to do so are your responsibility and not mine.

I do not undertake responsibility for and I hereby exclude my liability for any costs, losses or liabilities arising as a result of any matters or things beyond my direct control including for example service interruption caused by sickness or ill health, weather conditions, delays or loss of documents by third parties, the time taken by third parties to provide or procure an apostille and/or legalisation of a notarial act, the performance of postal or courier services, or the performance or availability of e-mail or the internet.

**D. INTEGRITY AND HONESTY:** Notaries of England and Wales are obliged under the terms of their notarial Oath and legislation including legislation and regulations relating to anti-money laundering and anti-terrorist financing to take measures for the purpose of detecting and preventing fraud, duress, and crime. In this regard, you hereby acknowledge and agree that I am entitled to make such enquiries and ask such questions of you and third parties as I consider are necessary or appropriate, including requesting you to provide or procure the provision to me of a written summary and rationale of the wider substantive transaction or series of transactions to which a given notarial act or oath relates including (where relevant) written disclosure of your political connections and particulars of the beneficial ownership and control of corporate entities and partnerships. You hereby undertake and warrant that any such enquiries and questions will be answered promptly, fully and truthfully by you, your representatives, advisors, employees and agents in default of which I will decline or terminate your instructions.

### VISITING A NOTARY PUBLIC AND MY TERMS OF BUSINESS

**1. *Why a notary?*** It is almost always the case that you have been asked to see a notary because you have a document that needs to be used abroad. Seeing a notary is never a mere rubber-stamping exercise. 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.

I offer appointments during business hours and occasionally outside of business hours in exceptional circumstances. I am also prepared to make home visits or visit corporate clients at their place of business. If the notarial appointments take place outside of my office, I will make an additional charge to cover travelling time and expenses. For notarial appointments taking place on Saturday or Sunday, or a bank holiday, a surcharge will apply in addition to my standard fees, irrespective of the appointment location. Occasionally I may not be able to see you within the timeframe you require, or I may decide that I am not able to act for you in which case I will advise you that that is the case and will provide you with the necessary information to locate an alternative notary.

**2. *Signatures:*** 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 will 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.



In cases where third party witnesses are necessary (as to which I will advise you once you have produced your documentation to me or I have otherwise ascertained the nature of the relevant documentation) you are responsible for procuring the attendance at the completion (signing) meeting of the required number of independent, adult witnesses of full capacity, and you must procure that each such witness produces to me relevant genuine original documentation evidencing their identity in accordance with Clause 4 above.

You hereby acknowledge that your failure to produce when required relevant genuine original documentation to me or materially incomplete instructions from you may cause delays in the provision or completion of notarial services or even cause me to decline to act or cease to act for you, and that I shall be entitled so to do.

**4. Identification:** Notaries are subject to obligations under Notaries Practice Rules positively to identify appearing parties and to keep records of the means of identification employed. You acknowledge that the identification process will involve you or your representative in a face-to-face meeting with me and that normally I cannot act for you unless such a meeting takes place. You hereby undertake and warrant that you and (where applicable) your representative, advisors, employees and agents are not party to any kind of identity fraud. I will need you to produce by way of formal identification the original of:

- Your current passport and national identity card; and
- A current new driving licence (with photo) or biometric residence permit.

**Proof of address:** I will need you to produce by way of proof of address a copy of:

- A utility bill (gas, electricity or water), and credit card or bank statement showing your current address which should not be more than 3 months old or council tax bill.

You must also bring in original any other means of ID which may be referred to in the papers sent to you as being required such as a foreign Identity Card. I may also ask to see further evidence of identity such as birth certificates, marriage certificates etc and will advise you of this if necessary.

You consent to me making a photocopy of any document produced to me for retention on my client file and otherwise to comply with my duties under the Notaries Practice Rules 2019.

**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 as appropriate with Certificates of Birth, Marriage or Final Order (Divorce) or Change of Name Deed Poll showing all the different names that you use. 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 will not be attempting to advise you about the transaction itself.

The scope of my notarial practice is limited to the performance of notarial acts as a public certifying officer but I may also where I consider it to be necessary prepare affidavits and declarations and make textual or formal amendments to a document which is to be notarised, whether issued in public or private form, for example to ensure that the document is factually accurate, makes sense, and is compliant where necessary with the law of England and Wales. My responsibility and correlative liability to you in contract or otherwise is limited to my responsibility expressly undertaken in accordance with these terms and conditions. I maintain professional indemnity and fidelity insurance at a level of cover approved by the Master of the Faculties: PI insurance of £1,000,000.

You hereby acknowledge and agree that I shall have no liability to you or (where applicable) your representative in contract or otherwise for any costs losses or other harm caused by events matters or things which are not within my direct control; or caused by your failure to perform any matters or things which are, under these terms and



conditions, expressed to be your responsibility or (where applicable) the responsibility of your representative; or caused by any matters or things for which my responsibility is otherwise excluded by these terms and conditions.

7. **Written Translations:** It is essential that **you understand what you are signing**.
- If the document 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 and I will provide you with details of this.
  - 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.”**

My notarial act will primarily be in the English language, and upon considering the document and having regard to the technical and specialised vocabulary used by lawyers in all their languages, I may also agree to provide my notarial act in any of the languages Romanian, Spanish, French or Italian, upon request. I shall advise that this may not always be possible if your enquiry is urgent.

You further acknowledge that you will be responsible for the cost of any translation of my notarial act that may be required where the receiving jurisdiction is not English speaking, or the above-mentioned languages, if agreed. If you require a notarial act to be issued in England and Wales in a language other than English, or the abovementioned languages, if agreed, you will need to refer the matter to another notary with the relevant language skills, or perhaps an appropriate official of an embassy, consulate, or diplomatic representation of the receiving jurisdiction.

8. **Oral Interpreter:** If you and I cannot understand each other because of a language difficulty, we may have to make arrangements 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 carrying out various company searches, which may have an effect on 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:** Details of my charges are set out below. Please note that if I have to make payments on your behalf such as legalisation fees, translator or interpreter fees, or other costs such as travelling expenses, your approval to these will be obtained and you are normally required to make payment in advance of any such amounts.

Charges:

If the matter is simple, I will endeavour to charge a fixed fee to include disbursements such as legalisation fees, postage, consular agent fees, courier fees, travelling expenses, translating costs and so on. I do not charge VAT.

For more complicated or time-consuming matters the fee will be based on my hourly rate of £360 (£300 + VAT at 20%) subject to a minimum fee of £180 (£150 + VAT at 20%), plus disbursements. The fee charged may include



time spent on preliminary advice, drafting and preparation time, making and receiving telephone calls, correspondence written and received in all formats, arranging legalisation and record keeping.

The document will be issued as one original copy. If additional original copies are required, each subsequent copy will be charged from £60 (£50 + VAT at 20%).

If the notarial appointments take place outside of my office, I will make an additional charge to cover travelling time and expenses. For notarial appointments taking place on Saturday or Sunday, or a bank holiday, a surcharge will apply in addition to my standard fees, irrespective of the appointment location.

*Disbursements:* Certain documents may require legalisation before they can be accepted in the receiving jurisdiction. This includes obtaining an apostille from the UK Foreign, Commonwealth & Development Office, and for some countries, additional legalisation through the relevant embassy or consulate. The cost for obtaining an apostille, which includes agent's fees and postage to and from the legalisation agent, is £102 (£85 + VAT at 20%) per apostille for our notarial clients. For legalisation services only, the cost is £132 (£110 + VAT at 20%), which includes an administrative fee for the service. The cost of posting documents via international tracked and signed courier starts at £60 (£50 + VAT at 20%) for documents under 500g. Travel fees begin at £360 (£300 + VAT at 20%).

Payment can be made via bank transfer or card payment within our office premises, online or by phone. Payment of my fees and disbursements is due upon presentation of the invoice and must be settled in full before the document is released. I reserve the right to retain the document until full payment is received.

Occasionally unforeseen or unusual issues arise during the course of the matter which may result in a revision of my fee estimate. Examples of this could include where additional documents are required to be reviewed or notarised, additional translations or legalisations are needed to meet the requirements of the receiving jurisdiction, third party fees are adjusted to reflect external factors such as fuel price changes and so on. I will notify you of any changes in the fee estimate as soon as possible.

**11. *Typical Stages of a notarial transaction:*** Each notarial matter is different, and the requirements and timescales will vary greatly according to whether the client is a private individual or a company and in particular according to the processing times of third parties such as the Foreign Commonwealth & Development Office, legalisation agents, translating agencies and couriers. We aim to arrange an appointment with you within 1 to 3 days from your first contact and obtain the apostille within 4 to 6 working days from the appointment. 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 (e.g. 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 that the document/award is genuine. In the case of academic awards, this would entail checking with the appropriate academic institutions;
- 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;
- Drafting and affixing or endorsing a notarial certificate to the document;
- Arranging for the legalisation of the document as appropriate;
- Arranging for the storage of copies of all notarised documents in accordance with the requirements of the Notarial Practice Rules 2019.

Where the relevant notarial act requires me to prepare documents I will normally need to do this document preparation at my principal office and you hereby acknowledge that in such cases more than one meeting with you or (where applicable) your representative may be necessary before the notarial act can be completed.



**12. Notarial Records and 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. My practice is a registered with the Information Commissioner's Office. 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 my PRIVACY POLICY and data processing terms please see my website: [www.notarypublic.network](http://www.notarypublic.network).

**13. Use of e-mail:** I maintain an e-mail account for my notarial practice. In performing services for you, I may wish to send messages and documents to you, your representatives, advisors, employees and agents by email if you or they are able to provide me with an e-mail address for that purpose. You acknowledge that, in common with other forms of communication, e-mail carries its own risks including the possibility of unauthorised access to data by third parties, corruption of text, inadvertent misdirection, inadvertent deletion, non-delivery, and receipt without being read. Not all these risks can be avoided even by the use of passwords or encryption. Nevertheless, by providing me with an e-mail address, you hereby acknowledge that you and the users of the relevant e-mail accounts have agreed that the benefits of the use of e-mail (for example speed and economy) outweigh the risks of its, and that you and the users of the relevant e-mail accounts have consented to the use of e-mail by me.

If you receive an e-mail from me which was not intended by me to have been sent to or received by you, you must notify me immediately upon becoming aware of my error, delete the e-mail permanently from your systems, destroy any paper copies, and you must not disclose any of its contents to any other party.

You hereby acknowledge that I do not accept service of court documents or other documents which have legal effect by e-mail, and that any attempt to effect such service by e-mail shall be invalid and ineffective save as otherwise provided by the mandatory law of England and Wales.

**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. AI Policy:**

As part of my ongoing commitment to efficiency and service quality, I may use AI-based tools to assist with administrative tasks such as document drafting, proofreading, or scheduling. Any use of AI is solely for internal purposes to improve the efficiency of service delivery and is subject to strict confidentiality and data protection protocols. Personal or sensitive information will not be processed by AI tools without your explicit consent. For further details on how AI tools are used and their impact on data protection, please refer to my AI POLICY on website: [www.notarypublic.network](http://www.notarypublic.network).

**16. Insurance:** In the interests of my clients I maintain professional indemnity insurance at a level of at least £1,000,000.00 per claim.

Subject to Clause 6 above, you acknowledge that my liability to you in contract or otherwise is limited to direct costs losses or other harm directly caused by my acts or omissions ("loss") not exceeding £50,000 (Fifty thousand pounds) in respect of any one loss or a number of losses arising out of the same act or omission, and you acknowledge that liability of any other kind (for example, indirect or consequential) is hereby excluded.

The exclusions and limitations of my liability imposed under these terms and conditions do not extend to my liability for any fraudulent misrepresentation, or personal injury or death caused by my negligence, or extend to any other type of liability which cannot be excluded or limited by such contract terms under the law of England and Wales, for example in relation to a particular category of contracting parties such as consumers, when those



exclusions and limitations of liability shall be read and construed as not applying to that category of contracting parties to the extent that those exclusions and limitations are not permitted to be effective under the law of England and Wales.

You hereby acknowledge that the exclusions and limitations of my liability imposed and the indemnities created for my benefit under these terms and conditions are reasonable having regard to the risk profile of my notarial practice and the nature and cost of the notarial services, oaths, and any ancillary services which I have agreed to provide to you. You further acknowledge that, were it not for those exclusions, limitations and indemnities and your acknowledgment of their effectiveness, I would not have agreed to act for you without charging a much higher fee, or at all.

In the event that I incur any loss liability or harm directly or indirectly caused by breach of these terms and conditions by you or (where applicable) by or through your representative, advisors, employees or agents (including any breach of warranty) or caused by breach of any duty of care owed to me by you or (where applicable) by your representative, advisors, employees or agents or caused by fraud, misrepresentation or other unlawful act committed by you or (where applicable) by or through your representative, advisors, employees or agents, you hereby agree that you shall fully and effectually indemnify me and my personal representatives, my estate and property, and hold me and my personal representatives, my estate and property, harmless from and against such loss liability and harm and also from and against any costs including legal costs incurred by me or my personal representatives in or in connection with the legal assessment, defence, mediation, arbitration, or settlement of the same, and for any legal advice which I or my personal representatives decide to obtain in connection with those matters, on demand, without set off, counterclaim or any other deduction of any nature.

**17. Lawful Purpose:** You hereby undertake and warrant to me that neither you nor (where applicable) your representative nor your advisors, employees or agents will procure or allow the use of my name or status as a notary public for or in connection with any fraudulent or otherwise unlawful purpose, or procure or allow the issue or use of a notarial act, oath, or other document created or amended by me which you or (where applicable) your representative, advisors, employees or agents intend to use for or in connection with any fraudulent or otherwise unlawful purpose, or which you or (where applicable) your representative, advisors, employees or agents have reason to believe may be used for or in connection with any fraudulent or otherwise unlawful purpose.

**18. Equality and Diversity:** I am committed to promoting equality and diversity in all of my dealings with you and third parties.

**19. Disability:** I will endeavour to make any reasonably feasible adjustments in the manner of providing my services in order to facilitate their provision to or involving any person with a relevant disability.

**20. Termination/ Your Right to Cancel:** You may terminate your instructions to me at any time by giving me 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”):

Where the CCR apply (typically where you are an individual consumer 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 my retainer letter or the date on which you continue to give me instructions, whichever is earlier.

You can cancel your contract within the cancellation period by giving me a clear statement and I 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 me of the cancellation.

If you ask us to begin work during the cancellation period, you can still cancel but you must pay me an amount in proportion to the work which I have performed and this proportion will not be reimbursed to you.

**21. Termination by me:** I reserve the right to terminate my engagement by you if I have good reason to do so, for example, if you do not pay a bill or comply with my request for a payment on account or you fail to give me the co-operation which I am reasonably entitled to expect.



**22. Complaints:** 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](mailto:Faculty.office@1thesanctuary.com)  
Website [www.facultyoffice.org.uk](http://www.facultyoffice.org.uk)

I aim to provide you with a high and efficient standard of service. However, if you are dissatisfied about the service you have received, please do not hesitate to contact me.

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 with full details of your complaint together with copies of any documents or correspondence (but do not enclose any original documents) to the Secretary of The Notaries Society at the following address:

Elaine Standish  
The Secretary of The Notaries Society  
P O Box 876  
Chichester PO19 9ZH  
Email [secretary@thenotariessociety.org.uk](mailto: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.

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 6167  
Slough SL1 0EH  
Tel : 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 one year from the act/omission or within one year from when you should reasonably have known there was cause for complaint.

**23. Law and Jurisdiction:** The law which governs the construction, interpretation and effect of these terms and conditions of service and my contractual relationship with you is hereby chosen to be the law of England and Wales; and you hereby agree that the courts of England and Wales shall have non-exclusive jurisdiction to adjudicate upon any dispute or claim between us.

Signed: .....  
Name: .....  
Date: .....

