

APPENDIX TO CONSULTATION PAPER

NOTARIES (ACCOUNTS) RULES 2026

We, ROSALIND MORAG ELLIS One of His Majesty's Counsel, Commissary or Master of the Faculties of the Most Reverend by Divine Providence Lord Archbishop of Canterbury Primate of All England and Metropolitan in exercise of the powers conferred by section 57 of the Courts and Legal Services Act 1990 and of all other powers Us enabling hereby make the following rules:

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PART I: PRELIMINARY

1. Citation and Commencement

1.1 These Rules may be cited as the Notaries (Accounts) Rules 2025

1.2 These Rules were made on the _____ and shall come into operation on the _____

2. Interpretation

2.1 In these Rules, unless the context otherwise requires-

- "bank" shall mean the branch, situated in England or Wales, of a Bank as defined by section 87(1) of the Solicitors Act 1974, as amended;
- "building society" shall mean the branch, situated in England or Wales, of a building society within the meaning of the Building Societies Act 1986, as amended;
- "client" shall mean any person on whose account a notary holds or receives client's money;
- "client account" shall mean a current or deposit account at a bank or deposit account with a building society in the name of the notary and in the title of which account the word "client" appears;
- "client's money" shall mean money held or received by a notary on account of a person for whom they are acting in relation to the holding or receipt of such money either as a notary or, in connection with their practice as a notary, as agent, bailee, stakeholder or in any other capacity; provided that the expression "client's money" shall not include-

- money held or received on account of the trustees of a trust of which the notary is a notary-trustee; or
 - money to which the only person entitled is the notary themselves or, in the case of a firm of notaries, one or more of the partners in the notaries firm;
- "local authority" shall have the same meaning as is given to this expression by the Local Government Act 1972;
 - "notary" shall mean a notary public and shall include a firm of notaries;
 - "notary-trustee" shall mean a notary who is a sole trustee or co-trustee only with one or more of their partners or employees;
 - "trust money" shall mean money held or received by a notary which is not client's money and which is subject to a trust of which the notary is a trustee whether or not they are a notary-trustee of such trust;
 - "public officer" shall mean the holder of a public office as defined by section 69 of the Superannuation Act 1965;
 - "Separate Designated Account" shall mean a deposit account at a bank or building society in the name of the notary or their firm in the title of which the word "client" appears and which is designated by reference to the identity of the client or matter concerned.
 - "statutory undertakers" shall mean any person authorised by or under an Act of Parliament to construct, work, or carry on any railway, canal, inland navigation, dock, harbour, tramway, gas, electricity, water or other public undertaking but does not include a universal service provider (within the meaning of Part 3 of the Postal Services Act 2011) or a relevant company

(within the meaning of Part 4 of the Postal Services Act 2000) as per the Buildings Societies Act 1986 (as amended);

- "The Faculty Office" shall mean the Court of Faculties of the Lord Archbishop of Canterbury and the words "Master" and "Registrar" shall mean the Master and Registrar thereof respectively;
- "trust account" shall mean a current or deposit account kept at a bank or deposit account kept with a building society in the title of which the word "trustee" or "executor" appears or which is otherwise clearly designated as a trust account and kept solely for money subject to a particular trust of which the notary is a Notary-Trustee;

2.2 The Interpretation Act 1889 shall apply to these Rules in the same manner as it applies to an Act of Parliament.

PART II: CLIENT ACCOUNT

3. General Principles

Subject to the provisions of Rule 9 hereof, every notary who holds or receives client's money, or money which under Rule 4 hereof they are permitted to and elect to pay into a client account, shall without delay pay such money into a client account. Any notary may keep one client account or as many such accounts as they think fit.

4. Permitted payments into client account

4.1 There may be paid into a client account-

- 4.1.1 trust money;

- 4.1.2 such money belonging to the notary as may be necessary for the purpose of opening or maintaining the account;
- 4.1.3 money to replace any sum which for any reason may have been drawn from the account in contravention of Rule 8.2; and
- 4.1.4 a cheque or draft received by the notary which under Rule 5.2 of these Rules the notary is entitled to split but which they do not split.

5. Splitting Cheques and Drafts

5.1 Where a notary holds or receives a cheque or draft which includes client's money or trust money of one or more trusts-

5.1.1 they may where practicable split such cheque or draft and, if the notary does so, they shall deal with each part thereof as if they had received a separate cheque or draft in respect of that part; or

5.1.2 if the notary does not split the cheque or draft, they shall, if any part thereof consist of client's money, and may, in any other case, pay the cheque or draft into a client account.

6. Duty to withdraw prohibited payments from client account

No money other than money which under the foregoing Rules a notary is required or permitted to pay into a client account shall be paid into a client account, and it shall be the duty of a notary into whose client account any money has been paid in contravention of this Rule to withdraw the same without delay on discovery.

7. Permitted withdrawals from client account

There may be drawn from a client account-

7.1 in the case of client's money-

7.1.1 money properly required for a payment to or on behalf of the client;

7.1.2 money properly required for or towards payment of a debt due to the notary from the client or in reimbursement of money expended by the notary on behalf of the client;

7.1.3 money drawn on the client's authority;

7.1.4 money properly required for or towards payment of the notary's costs where there has been delivered to the client a bill of costs or other written intimation of the amount of the costs incurred and it has thereby or otherwise in writing been made clear to the client that money held for them is being or will be applied towards or in satisfaction of such costs; and

7.1.5 money which is transferred into another client account;

7.2 In the case of trust money-

7.2.1 money properly required for a payment in the execution of the particular trust, and

7.2.2 money to be transferred to a separate bank or building society account kept solely for the money of the particular trust;

7.3 such money, not being money to which either Rule 7.2.1 or Rule 7.2.2 applies, as may have been paid into the account under Rule 4.1.2 and

7.4 money which for any reason may have been paid into the account in

contravention of Rule 6; provided that in any case under Rule 7.1 or Rule 7.2 the

money so drawn shall not exceed the total of the money held for the time being in such account or account of such client or trust.

8. Means of withdrawal

8.1 No money drawn from a client account under Rule 7.1.2 or 7.1.4 or Rule 7.3 or 7.4 shall be drawn except by-

8.1.1 a cheque drawn in favour of the notary, or

8.1.2 a transfer to a bank or building society account in the name of the notary not being a client account.

8.2 No money other than money permitted by Rule 7 to be drawn from a client account shall be so drawn unless the Master upon an application made to them by the notary specifically authorise in writing its withdrawal.

9. Money prohibited from client account

9.1 Notwithstanding the provisions of these Rules, a notary shall not be under obligation to pay into a client account client's money held or received by them-

9.1.1 which is received in the form of cash and is without delay paid in cash in the ordinary course of business to the client or on their behalf to a third party; or

9.1.2 which is paid into a separate bank or building society account opened or to be opened in the name of the client or of some person designated by the client in writing or acknowledged by the notary to the client in writing.

9.2 Notwithstanding the provisions of these Rules, a notary shall not pay into a client account money held or received by them-

- 9.2.1 which the client for their own convenience requests the notary to withhold from such account, such request being either in writing from the client or acknowledged by the notary to the client in writing; or
- 9.2.2 which is received by them for or towards payment of a debt to the notary from the client or in reimbursement of money expended or to be expended by the notary on behalf of the client; or
- 9.2.3 which is expressly paid to the notary either:-
- 9.2.3.1 on account of costs incurred in respect of which a bill of costs or other written intimation of the amount of the costs incurred has been delivered for payment; or
- 9.2.3.2 as an agreed fee (or on account of an agreed fee) for business undertaken or to be undertaken; or
- 9.2.4 which is expressly paid to the notary for a disbursement or disbursements which they have agreed with the client to incur and pay within two months of the receipt of the payment.
- 9.3 Where a cheque or draft includes client's money as well as money of the nature described in Rule 9.2 such cheque or draft shall be dealt with in accordance with Rule 5 of these Rules.
- 9.4 Notwithstanding the provisions of these Rules the Master may upon application made to them by a notary specifically authorise them in writing to withhold any client's money from a client account.

10. Transfers between client accounts

No sum shall be transferred from the ledger account of one client to that of another except in circumstances in which it would have been permissible under these Rules to have withdrawn from client account the sum transferred from the first client and to have paid into client account the sum transferred from the first client and to have paid into client account the sum so transferred to the second client.

PART III: TRUST ACCOUNT

11. General principles

Subject to the provision of Rule 16 of these Rules every notary-trustee who holds or receives money subject to a trust of which they are a notary-trustee, other than money which is paid into a client account as permitted by Part II of these Rules shall without delay pay such money into the trust account of the particular trust.

12. Permitted payments into trust account

12.1. There may be paid into a trust account –

12.1.1. Money subject to the particular trust

12.1.2. Such money belonging to the notary-trustee or to a co-trustee as may be necessary for the purpose of opening or maintaining the account;
or

12.1.3. Money to replace any sum which for any reason may have been drawn from the account in contravention of Rule 15 of these Rules.

13. Splitting cheques and drafts

13.1. Where a notary holds or receives a cheque or draft including money subject to a trust or trusts of which the notary is a notary-trustee –

13.1.1. They shall where practicable split such cheque or draft and, if they do so, shall deal with each part thereof as if they had received a separate cheque or draft in respect of that part; or

13.1.2. If they do not split the cheque or draft, they may put it into a client account as permitted by Rule 5.

14. Duty to withdraw prohibited payments from trust account

No money other than money which under Part III of these Rules a notary is required or permitted to pay into a trust account, shall be paid into a trust account and it shall be the duty of a notary into whose trust account any money has been paid in contravention of this Rule to withdraw the same without delay on discovery.

15. Permitted withdrawals from trust account

15.1 There may be drawn from a trust account –

15.1.1 Money properly required for a payment in the execution of the particular trust;

15.1.2 Money to be transferred to a client account;

15.1.3 Such money, not being money subject to the particular trust as may have been paid into the account under Rule 12.1.2 ; or

15.1.4 Money which may for any reason have been paid into the account in contravention of Rule 14.

15.2 No money other than money permitted by Rule 15 to be drawn from a trust account shall be so drawn unless the Master upon an application made to them by the notary expressly authorise in writing its withdrawal.

16 Money not required to be paid into trust account

16.1 Notwithstanding the provisions of these Rules a notary shall not be under obligation to pay into a trust account money held or received by them, which is subject to a trust of which they are notary-trustee –

16.1.1 If the money is received by them in the form of cash and is without delay paid in cash in the execution of the trust to a third party; or

16.1.2 If the money is received by the notary in the form of a cheque or draft which is without delay endorsed over in the execution of the trust to a third party and is not passed by the notary through a bank or building society account.

PART IV: DEPOSIT INTEREST

17 Obligation to account for interest

17.1 Subject to Rule 20, when a notary holds money for a client, the notary shall account to the client for interest in the following circumstances:

17.1.1 Where the money is held in a Separate Designated Account, the notary shall account for the interest earned on it.

17.1.2 Where the money is not held in a Separate Designated Account, the following provisions shall apply:

17.1.2.1 *Sums held for specified periods*

The Notary shall account to the client for interest at a rate calculated in accordance with Rule 18, if the money is held for as long as or longer than the number of weeks set out in the left hand column of Table 1 and the minimum balance held during that period equals or exceeds the corresponding figure in the right hand column of Table 1.

Table 1

Number of weeks	Minimum balance
8	£500
4	£1,000
2	£5,000
1	£10,000

17.1.2.2 Sums held for less than one week

The notary shall account to the client for interest at a rate calculated in accordance with Rule 18 if they hold a sum of money exceeding £10,000 for less than one week and it is fair and reasonable to do so having regard to all the circumstances.

17.1.2.3 Variable balances

Where money continuously held for a client varies significantly in amount over the period during which it is held, then having regard to any sum payable under sub-paragraph 17.1.2.1 the notary shall account to the client for such interest (or additional interest) at a rate calculated in accordance with

Rule 18 as is fair and reasonable having regard to the varying amounts of money and the length of time for which these are held.

17.1.2.4 *Money held intermittently*

Where a notary during the course of acting for a client holds sums of money for the client intermittently, the notary shall account to the client for interest at a rate calculated in accordance with Rule 18, if it is fair and reasonable to do so having regard to all the circumstances including the aggregate of the sums held and the periods for which they are held, notwithstanding that no individual sum would have attracted interest under paragraph 17.1.2.1.

17.1.3 Where the money is held successively in designated and undesignated accounts but as a result of the previous paragraphs, interest or a sum equivalent thereto is not payable on the money for the whole time it was held, then the notary shall account to the client for such interest (or fair and reasonable; for this purpose regard shall be had to the additional interest) at a rate calculated in accordance with Rule 18 as is provisions of paragraph 17.1.2 as if for the whole time the money was held, it was not held in a separate designated account.

18 Rate of interest

18.1 The rate of interest to be applied for the purposes of Rules 17.1.2 and 17.1.3 shall be the rate of interest which would have been earned by the money, or

its gross equivalent if the rate would have been net of tax, if the money had been kept in a Separate Designated Account earning interest at a rate not less than that from time to time posted publicly by the relevant bank or building society for small deposits subject to the minimum period of notice of withdrawals.

18.2 For the purpose of Rule 18.1, the relevant bank or building society shall mean:

18.2.1 The bank or building society where the money is held, or

18.2.2 Where the money, or part of it, is held in successive and concurrent client accounts maintained at different banks or building societies, whichever of those banks or building societies was offering the highest rate for small deposits subject to the minimum period of notice of withdrawals on the day when interest payable under Rules 17.1.2 and 17.1.3 commenced to accrue, or

18.2.3 Where contrary to the provisions of Part IV of these Rules, the money is not held in a client account, any bank or building society nominated by the client.

19 Remedies

Without prejudice to any other remedy which may be available to them, any client of a notary who feels aggrieved that interest or a sum equivalent thereto has not been paid to them under these Rules shall be entitled to apply to The Worshipful Company of Scriveners of the City of London, when they are the client of a notary who is a member of The Worshipful Company of Scriveners of the City of London, or to The Notaries' Society in any other case for a certificate as to whether or not interest ought

to have been earned for them and if so, the amount of such interest and upon the issue of such a certificate the sum certified to be due shall be payable by the notary to the client.

20 Exception

20.1 Nothing in Part IV of these Rules shall:

20.1.1 Affect any arrangement in writing, whenever made, between a notary and their client as to the application of the client's money or interest thereon; or

20.1.2 Apply to money received by a notary being money subject to a trust of which the notary is a trustee.

PART V: RECORD KEEPING

Unless otherwise stated all references in Part V: Record Keeping apply equally to client accounts and trust accounts managed by the notary and/or notary-trustee.

21 Records to be kept

21.1 Subject to the provisions of Rule 22 below, every notary shall at all times keep properly written up such accounts as may be necessary-

21.1.1 to show all their dealings with-

21.1.1.1 client's money received, held or paid by the notary; and

21.1.1.2 any other money dealt with by the notary through a client account; and

21.1.2 To –

21.1.2.1 show separately in respect of each client all money of the categories specified in 21.1.1 which is received, held or paid by them on account of that client; and

21.1.2.2 distinguish all money of the said categories received, held or paid by the notary, from any other money received, held or paid by them.

21.2 All dealings referred to in Rule 21.1.1 shall be recorded as may be appropriate-

21.2.1 either in a clients' cash book, or a clients' column of a cash book, or

21.2.2 in a record of sums transferred from the ledger account of one client to that of another, and in addition

21.2.3 in a clients' ledger or a clients' column of a ledger, and no other dealings shall be recorded in such clients' cash book and ledger or, as the case may be, in such clients' columns, and

21.3 All dealings of the notary relating to their practice as a notary other than those referred to in Rule 21.1.1 shall be recorded in such other cash book and ledger or such other columns of a cash book and ledger as the notary may maintain, including any trust account maintained by them as notary-trustee.

21.4 In addition to the books, ledgers and records referred to in Rule 21.2 , every notary shall keep a record of all bills of costs (distinguishing between profit costs and disbursements) and of all written communications kept under Rule 7.1.4 and under Rule 9.2.3 delivered or made by the notary to their clients, which record shall be contained in a bills delivered book or a file of copies of such bills and written communications.

21.5 Every notary shall within three months of their commencing practice on their own account (either alone or in partnership) which shall be later and thereafter not less than once in every succeeding period of three months cause the balance of their clients' cash book (or clients' column of his cash book) to be agreed with their client bank and building society pass book or statements and shall keep in the cash book or other appropriate place a reconciliation statement showing this agreement.

21.6 In this Rule the expression "accounts," "books," "ledgers" and records" shall be deemed to include any permanent documents or records whether on hard copy or electronic as are necessary for the operation of any system of book-keeping, mechanical or otherwise.

21.7 Every notary shall preserve for at least six years from the date of the last entry therein all accounts, books, ledgers and records kept by them under this Rule.

21.8 No money may be withdrawn from a bank or building society account, being or forming part of a client account, otherwise than under the signature of one at least of the following (either alone or in conjunction with other persons) namely;

21.8.1 a notary who holds a current practising certificate, or

21.8.2 an employee of such a notary being a notary, or

21.8.3 a solicitor or other person holding a registered legal or accounting qualification.

22 Accountant's Report

22.1 Every notary who in their capacity as a notary holds or receives client money which must be paid into client account under these Rules shall, in addition to the provisions of Rule 21 above:

22.1.1 Procure the preparation by a Reporting Accountant of an Accountant's Report for the Accounting Period and to provide a copy to the Registrar when applying for a practising certificate in accordance with the Public Notaries (Practising Certificates) Rules 2012 or such other Rules as may be in force from time to time.

22.1.2 The Accountant's Report must be prepared and a copy provided to the Registrar within six months of the end of the Accounting Period.

22.1.3 In this Rule 22:

22.1.3.1 "Reporting Accountant" means an accountant who is a member of the Association of Chartered Certified Accountants or the Institute of Chartered Accountants in England and Wales or the Chartered Institute of Public Finance and Accountancy and holds a current practising certificate issued by that body

22.1.3.2 "Accountant's Report" means a report which contains the information and in such form and with such completed check list as may be determined by the Faculty office signed by a Reporting Accountant relating to client's money held or received by the notary

22.1.3.3 "Accounting Period" means the period for which accounts of the notary are ordinarily made up provided however that it

must begin at the end of the previous Accounting Period and cover not more than twelve months

22.1.3.4 The Reporting Accountant may not be an accountant who:

22.1.3.4.1 either at any time between the beginning of the Accounting Period to which the Accountant's Report relates and the signing of the Accountant's Report was a partner, employee, employer or officer of the Notary to whose business the Accountant's Report relates or

22.1.3.4.2 has been disqualified by the Faculty Office and has been given by the Faculty Office notice of disqualification which has not been withdrawn.

22.1.3.5 The Faculty Office may disqualify an accountant from giving an Accountant's Report if:

22.1.3.5.1 they have been found guilty by the disciplinary tribunal of their professional body of professional misconduct or discreditable conduct; or

22.1.3.5.2 the Faculty Office is satisfied that the Reporting Accountant has failed in their Accountant's Report to properly identify and explain to the satisfaction of the Faculty Office any breaches of these Rules;

22.1.3.5.3 in coming to a decision the Faculty Office will take into account any representations made by the accountant and their professional body;

22.1.3.5.4 the Faculty Office shall notify the notary if they are likely to be affected by an accountant's disqualification,

22.1.3.6 The notary must provide the Reporting Accountant with details of all accounts kept or operated by them in connection with the notary's business at any Bank or Building Society at any time during the Accounting Period to which the Accountant's Report relates, including Client Accounts, Office Accounts and accounts which are not Client Accounts but which contain Client Money.

PART VI: ACCOUNTS INSPECTIONS

Unless otherwise stated all references in this Part apply equally to client accounts and trust accounts managed by the notary and/or notary-trustee.

23 Accounts Inspection

23.1 In order to ascertain whether these Rules have been complied with the Master, acting either-

23.1.1 on their own motion; or

23.1.2 on a written statement and request transmitted to them by or on behalf of The Notaries Society or The Society of Scrivener Notaries; or

- 23.1.3 on a written complaint lodged with them or the Registrar by a third party, may require any notary to produce at a time and place to be fixed by the Master, their books of account, bank and building society pass books, loose-leaf bank and building society statements, statements of account, vouchers and any other necessary documents for the inspection of any person appointed by the Master and to supply to such person any necessary information and explanations and such person shall be directed to prepare for the information of the Master a report on the result of such inspection. Such report may be used as a basis for proceedings in the Faculty Office.
- 23.2 Upon being required so to do a notary shall produce such books of account, bank and building society pass-books, loose-leaf bank and building society statements, statements of accounts, vouchers and documents at the time and place fixed.
- 23.3 In any case in which The Notaries Society or The Society of Scrivener Notaries are of opinion that an inspection should be made under this Rule of the books of account, bank and building society pass books, loose-leaf bank and building society statements, statements of account, vouchers and any other necessary documents of a notary, it shall be the duty of such Society to transmit to the Master a statement containing all relevant information in their possession and a request that such an inspection be made.
- 23.4 Before instituting an inspection on a written complaint lodged with them by a third party, the Master shall require prima facie evidence that a ground of complaint exists, and may require the payment by such party to the Master of a

reasonable sum to be fixed by them to cover the costs of the inspection and the costs of the notary against whom the complaint is made. The Master may deal with any sum so paid in such manner as they think fit.

PART VII: MISCELLANEOUS

Unless otherwise stated all references in Part VI: Miscellaneous apply equally to client accounts and trust accounts managed by the notary and/or notary-trustee.

24 Service of notice

Every requirement to be made by the Master of a notary under these Rules shall be made either:

- (a) in writing, and sent by registered post or the recorded delivery service to the last address of the notary appearing in the Roll or in the Register kept by the Registrar and, when so made and sent, shall be deemed to have been received by the notary within 48 hours (excluding Saturdays, Sundays and Bank Holidays) of the time of posting.
- (b) By way of email to the last email address of the notary appearing in the Roll or in the Register kept by the Registrar and, when so sent, shall be deemed to have been received by the notary at the time the email was sent (excluding Saturdays, Sundays and Bank Holidays).

25 Recourse against moneys standing to the credit of a client account

Nothing in these Rules shall deprive a Notary of any recourse or right, whether by way of lien, set off, counterclaim, charge or otherwise, against moneys standing to the credit of a client account.

26 Exemptions

These Rules shall not apply to a notary acting in the course of their employment as

- 26.1 a public officer, or
- 26.2 an officer of statutory undertakers', or
- 26.3 an officer of a local authority.

27 Waivers

In any particular case or cases the Master of the Faculties shall have power to waive in writing any of the provisions of these Rules for a particular purpose or purposes expressed in such waiver, and to revoke such waiver.

DATED this

MASTER