

## TERMS AND CONDITIONS

1. **REGULATORY INFORMATION:** 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).
2. **PRICE INFORMATION:** My minimum fee in relation to Notary matters is £150.00. My hourly rate is £250. I am often able to offer a fixed fee for a matter which you will be notified either before the appointment or at the appointment in the cases of great urgency. I reserve the right to vary the rate, particularly in respect of extremely urgent and/or complex or unusual matters or those that require particular expertise.
3. **DISBURSEMENTS:** Additionally you may be responsible for all disbursements, these could include: (1) legalisation fees payable to the Foreign & Commonwealth Office and/or Embassies etc; (2) translators'/interpreters' fees; (3) Companies House search fees; (4) Agents; (5) travelling expenses where applicable; (6) couriers' and/or other transmission costs.
4. **PAYMENT:** My charges will normally be payable upon signature/release of the notarised documentation. Payment is to be by cash, cheque or direct bank transfer. If an invoice is submitted then this is payable within seven days. In the event of payment not being made as requested, I reserve the right to decline to act any further on your behalf and/or to exercise a lien on any papers or documents which are in my possession, until payment has been made. In the event of payment not being made as requested, Interest is chargeable from 14 days following the date of the invoice at a rate of 4% per annum above Barclays Bank Base Rate from time to time in force.
5. **ESTIMATES AND QUOTES:** Every effort will be made to provide you with a quotation for the total cost of undertaking the work on your behalf. Estimates are given and are based on the information available to me at the time and, although given in good faith, will not be binding. Variations in the instructions given, including requests for additional work or unexpected developments or lack of co-operation on the part of other parties or their advisers may increase costs. Except in the most routine cases, it may be difficult to estimate how many hours of work will be required to complete a matter, bearing in mind the variety of circumstances that may arise. However, guidance as to likely costs will be given, where possible, on request.
6. **SERVICE INFORMATION:** It is hard to anticipate how long a matter will take. If the document does not require an apostille the document can be dealt with on the same day as your appointment with me. If the document requires legalisation then it may take from a few days to a couple of weeks deal with the legalisation depending on the receiving jurisdiction.
7. **TIME CHARGE:** this applies to all work undertaken from start to finish including preliminary details and advice, preparation, attendances, drafting, phone calls, correspondence, fax, legalisation and terminal work including the Notarial Register and Protocol.
8. **PLACE OF ATTENDANCE:** I am able to see you at my office in Thrapston (subject to availability and appointment). Arrangements can be made for me to attend you at home or at your office. There will be a charge for this.
9. **FOREIGN LAW:** I do not advise on foreign law nor on the suitability or enforceability of the document presented before me in any way but act in an evidential, authentication capacity. It is your responsibility to have obtained advice from your other professional advisers.
10. **MY RESPONSIBILITIES:** I must insist on satisfactory compliance with all appropriate matters, e.g. (but not limited to) relating to your identity, your legal capacity/authority, your comprehension and approval, interpretation/translation,) voluntary act/undue influence etc. Translations are at the expense of clients.
11. **LEGALISATION:** Most countries require notarised documents to receive further certification ("an Apostille") by the Foreign & Commonwealth Office; and/or legalisation by the relevant High Commission/Embassy/Consulate. I can arrange this if you wish.
12. **RECORD KEEPING:** I am obliged to keep records in a formal register entry which is kept as a permanent record.
13. **COPIES:** I can provide certified or normal copies to or a third party upon your request subject to a small administration charge
14. **DATA PROTECTION:** All information provided by you will be treated securely and strictly in accordance with the General Data Protection Regulation 2018. Your personal data may be used and disclosed to third parties in the course of providing services to you in particular, but not limited to, it may be necessary to forward copies of your identity documents to consulates, embassies and agents carrying out those services. I am required to maintain personal data for regulatory and insurance purposes for a period of time after conclusion of provision of services to you. If you do not wish personal data to be used for marketing purposes as mentioned above,

you should notify me in writing. Some clients' files (and personal data therein) may occasionally be made available on a confidential basis to an external quality assessor or auditor. I will be entitled to carry out such credit or other searches in respect of clients as I consider appropriate.

15. FORCE MAJEURE: I will not be liable for any loss or damage arising as a direct or indirect result of the supply of services being prevented, hindered, delayed or rendered uneconomic by reason of circumstances beyond my control, including but not limited to Act of God, war, riot, strike, lock out, trade dispute or labour disturbance, accident, breakdown of machinery, fire, flood, storm or difficulty or increased expense in obtaining information or services of any description.
16. DISCLAIMER OF LIABILITY TO THIRD PARTIES: No third party shall have any right to enforce any contract to provide advice or services or to rely upon any advice given or opinion expressed by me or on my behalf. The application of any legislation conferring on third parties contractual or other rights, including the Contract (Rights of Third Parties Act 1999) shall be excluded insofar as permitted by law. No liability whatsoever will be accepted on my part, agents or staff in relation to any loss, damage or liability whatsoever caused directly or indirectly to any party other than the client for whom I have agreed to act in connection with the relevant matter
17. DISCLAIMER OF LIABILITY: In any event, no liability whatsoever will be accepted on my part, where such liability either arises from any instructions or information given by you or by any third party being incomplete, inaccurate or incorrect; or where such liability is for any indirect, economic or consequential loss or damage, costs, expenses or other claims for consequential compensation whatsoever or howsoever caused which arise out of or in connection with the services provided by the firm or for loss of profit, loss of business, loss of data, depletion of goodwill or loss occurring in the normal course of business or otherwise.
18. PROFESSIONAL INDEMNITY, LIMITATIONS ON LIABILITY: I maintain insurance and the present cover is for not less than £1,000,000. No liability shall be accepted for a sum exceeding this. Specific cover for higher limits may be obtainable in certain circumstances at the expense of the client.
19. JURISDICTION: English law shall be the applicable law and the English courts shall have sole jurisdiction in the case of any dispute.
20. INSPECTIONS: The professional body regulating Notarial practice has rights of inspection of my files and papers to ensure good practice and conduct.
21. IDENTITY REQUIREMENTS: Clients are required to provide satisfactory proof of identity.
22. CONSUMER SURVEY: It is important that as a profession we receive feedback from the public as to the service we provide. As such, I would invite you to complete the consumer survey which can be found on our regulators website: <http://www.facultyoffice.org.uk/notary/notary-news>
23. COMPLAINTS PROCEDURE: 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). 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 (but do not enclose any original documents) with full details of your complaint to :- The Secretary of The Notaries Society, P O Box 1023, Ipswich IP1 9XB, 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 6806, Wolverhampton WV1 9WJ, 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.