

Notary Services Terms of Business

Terms of Business

1. **MY FEES:** My present hourly rate is £250 and my minimum fee is £85. I reserve the right to vary the rate, in respect of extremely urgent work or work done outside ordinary office hours or at the weekend.
2. **FIXED FEES:** I may in the case of straight forward 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, I reserve the right to renegotiate the fee or agree to charge you at my hourly rate.
3. **VAT** is payable on all of my charges at the current rate of 20%.
4. **DISBURSEMENTS:** You are responsible for all payments which I make on your behalf. Typical examples are legalisation fees paid to the Foreign and Commonwealth Office and/or an Embassy, legalisation agents' fees, Companies Registry fees, couriers fees and special postage charges. However I shall not incur these expenses without first obtaining your consent to do so. In most cases I will request funds from you on account of disbursements.
5. **PAYMENT:** My charges are normally payable on the signing of the document or on the receipt of the notarised document. If I render a bill in respect of the work, payment will be due at the time you receive the bill. I reserve the right to retain any papers or documents, whether they relate to the matter for which payment is overdue or any other papers or documents that I hold on your behalf, until all of my invoices have been paid
6. **TIME CHARGE:** 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 my register and protocol. Letters, emails and phone calls are charged at a minimum of six minute units or otherwise at the time taken.
7. **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.
8. **COMMUNICATION BY E-MAIL:** We will communicate by e-mail but will not do so where you inform us (in writing) that this is your wish. You should be aware that the internet is not secure and that confidential or sensitive communications sent via the internet may be intercepted. You should also be aware that that we will not accept a claim against us for any loss suffered through the interception and or loss of confidentiality of the contents or the non or late receipt of any internet based communication.

We may decide not to use e-mail if we consider another form of communication more appropriate. Where response time is critical, fax or courier may be an effective alternative.

Where you have provided us with details of your email address we shall assume that you are happy to communicate by email unless you specifically advise us in writing to the contrary.

9. **YOUR OWN PROFESSIONAL ADVISERS:** It is not my responsibility to give you legal advice concerning the document. My 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.

10. **MY RESPONSIBILITIES:** I have to be satisfied as to your identity, your legal capacity, your authority and your understanding and approval; in certain instances I may insist on a translation; I shall try to ensure that the document, in the manner of its execution, its form and substance will achieve its purpose; I must be satisfied that it is your voluntary act and that no fraud, violence or duress are involve and that other stipulated formalities either under English or foreign law are observed. If I am not satisfied about any one of those things I can refuse to undertake the matter.
11. **FOREIGN & COMMONWEALTH OFFICE AND/OR CONSULAR LEGALISATION:** Some countries require a document to be legalised. This the process by which a state agency confirms that my seal and signature are those of an English notary. The Foreign and Commonwealth Office attach an apostille to the document. Sometimes the document then has to go to the London Embassy for the country to 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. I shall be able to obtain the necessary legalisation and shall discuss with you time scale and whether we should use legalisation agents or couriers if speed is required. However you can deal with legalisation yourself if you wish.
12. **REGISTER & PROTOCOL:** At the end of the matter, I make a formal entry of the main details in my register and I keep copies of the notarised document and proof of identity in my protocol.
13. **MY LIABILITY:** I carry professional indemnity liability cover of £3 million pounds which is more than the minimum level of cover specified by the Master of the Faculty. I therefore limit the level of my liability to you to £3 million pounds, unless you are injured or die as a result of my negligence, in which case my liability is without limit.
14. **THE RELEVANT LAW:** The law which governs my contract with you is English Law and it is agreed that any dispute relating to my services shall be resolved by the English courts.