

Notary Terms and Conditions

OUR TERMS OF BUSINESS

These Terms of Business (together with any other written agreement) set out the terms of our contract with you (and are called the “Contract Terms”). You should keep them in a safe place as you may need to refer to them later. Please note –

- Our contract with you is governed by the laws of England and Wales.
- The courts of England and Wales have exclusive jurisdiction, except in that their judgments and orders may be enforced through foreign courts.
- The Contract terms may only be varied by agreement in writing.

LIMITATION OF LIABILITY

Please note –

- No member or other person will be personally liable to you or anyone else. This will not affect your rights against the Firm.
- We will only be liable if the loss in question is caused primarily by our negligence or failure to act appropriately in accordance with the terms of our instructions.
- We only accept liability to our clients and not to any third party with whom we have no contractual agreement.

TERMINATION OF INSTRUCTIONS

You may terminate your instructions to us in writing at any time but if at any stage you do not wish us to continue doing work and/or incurring fees and expenses on your behalf, you must tell us this clearly in writing. If we stop work –

- We will be entitled to keep all your papers and documents if there is money owing to us for our charges and expenses.

If however we are unable to continue acting for you and we have to terminate our retainer

- For example if you do not pay an interim bill or comply with the request for a payment on account, we will tell you the reason and give you notice in writing.

CLIENT CARE

We are committed to providing a quality service and achieving the highest standards of conduct. One of the ways in which we can continue to improve our service is by listening and responding to



the views of our clients. Therefore we ensure that making a complaint is as easy as possible; we treat all complaints seriously and we deal with them promptly and politely. We have a procedure in place which details how we handle complaints which is as follows:-

COMPLAINTS PROCEDURE

1. Notarial practice is regulated by 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
Website www.facultyoffice.org.uk

2. If you are dissatisfied about the service you have received please do not hesitate to contact my firm.

3. 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, the Notary Society who will refer the complaint to be considered by one or several independent notaries. This procedure is free to use and is designed to provide a quick resolution to any dispute.

4. In that case please write (but do not enclose any original documents) with full details of your complaint to the Notary Society, Administration Department PO Box 226 Melton Woodbridge IP12 1WX, Telephone: 01394 380436.

If you have any difficulty making a complaint in writing, please do not hesitate to call The Notary Society for assistance.

5. Finally, even if you have your complaint considered under the Complaints Procedure, you may at the end of that procedure or after a period of eight 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
Baskerville House, Centenary Square,
Broad Street, Birmingham B1 2ND

Tel : 0300 555 0333



Email: enquiries@legalombudsman.org.uk

Website: www.legalombudsman.org.uk

6. If you decide to make a complaint to the Legal Ombudsman, you must refer your matter to the Legal Ombudsman within six months from the conclusion of the complaint process.

COMMUNICATION AND MEETINGS

We aim to be as accessible as possible and to communicate with you by any method you may reasonably request.

Our offices are open on weekdays and we keep regular office hours. By arrangement, we can meet you out of hours and we are ready, where necessary, to meet outside the office, for example at your home or place of business.

- We will need to check e-mail and discs for viruses.
- E-mail and fax greatly improve the speed and quality of service we give but are not necessarily secure means of communication. If you prefer that we do not use them when communicating with you, please tell us.
- We cannot guarantee that e-mails and faxes will receive a higher priority than letters for action.
- We cannot control the time it may take for an e-mail communication to reach the recipient or the use that a recipient may make of the e-mail.
- We do not accept any liability for any loss arising from e-mails not arriving on time or at all or for any consequence of interception or loss of confidentiality.
- We cannot be responsible for the security of correspondence and documents sent by e-mail or fax.
- We do not accept service of any proceedings by e-mail unless we have expressly agreed to do so in a particular instance.

FEES AND EXPENSES

GENERAL

Our fees will be a fair and reasonable charge for the work that we do for you. Please note –

- Our fees will be based, in most cases, on the time that we spend doing the work.
- We may agree to act for a fixed or “capped” fee.
- If our fees are calculated on time spent working, this may include meetings with you and perhaps others, reading, preparing and working on papers, making and receiving telephone calls, e-mails faxes and time necessarily spent travelling away from the office.

- Unless we have agreed to work on a fixed fee basis, fee indications are not a formal estimate of what the final cost will be because in most cases it is not possible to predict how things will turn out or how much work will be needed. An indication is the view we form initially of the likely fees.
- We will tell you if we think our fees will be materially higher than indicated to you.
- We will tell you on request at any time what the fees and expenses are up to at that point.
- If you need to work within a fixed budget, you should tell us in advance so that we can stop our work when we reach your limit, albeit that the work is unfinished.
- If, for any reason, a matter does not proceed to completion, we will be entitled to charge you for the work done and expenses incurred.

FEE RATES

If our fees are based on the time that we spend doing your work, we will tell you our current rates when we accept instructions. Please also note –

- Our fee rates are reviewed from time to time, normally in April and October each year, and may be increased, such as to reflect increases in overhead costs, legal experience and inflation. If a review is carried out before a matter has been concluded, we will inform you of any variations in the rates before they take effect.
- We may take into account a number of factors including any need to carry out work outside our normal office hours, the complexity of the issues, the speed at which action has to be taken and any particular specialist expertise which the case may demand and an increase to our standard rates may be applied to reflect these factors.
- If an increase in the rates or a charge reflecting any value element is to be added we will explain this to you.

EXPENSES

We often have to pay out various expenses on behalf of clients, such as Consulate Fees and Legalisation Fees (often called “disbursements”). We have no obligation to make the payments unless you have provided us with the funds. VAT is payable on certain expenses.

IDENTITY, CONFIDENTIALITY, STORAGE and DATA PROTECTION

PROOF OF IDENTITY

Solicitors, like banks, accountants and others, are required to obtain satisfactory evidence of the identity and addresses of clients. In order to comply with the law on money laundering, we need to obtain evidence of your identity as soon as practicable. You will be asked to provide that evidence and we will not normally be able to do any work on your behalf until we have it. Typically, this can be satisfied by a photo card driving licence or passport and a utility bill. Money



Laundering Regulations 2007 prevent us from acting for you if you fail to supply appropriate proof of identity.

STORAGE OF PAPERS AND DOCUMENTS

- After completing our work, we are required to keep all of your papers and documents during our lifetime. If additional copies are required there will be a charge for this.

LEGALISATION

You have instructed me to apostille and/or embassy legalise your document/s.

Please note the following:-

Apostille and Embassy Legalisation deadlines are only estimations and are subject to the requirements and procedures of the Foreign Commonwealth Office and Embassies/Consulates.

Estimated times of completion and receipt for documents cannot be guaranteed and can be affected by factors out of our control such as embassy closures/delays, factors beyond our control and other acts of God.

We will always seek to keep you informed of any unexpected delays that can affect the completion of your document.

Turnaround time/Deadlines

We always aim to provide the quickest turnaround of legalisations possible.

However, if the client has to meet certain deadlines, we cannot guarantee the legalisation process will be completed in time. We are at any time bound to the turnaround time, policies and service conditions of the UK Foreign and Commonwealth Office and the various Embassies and Consulates.