

NOTARY - Terms of Business

1. Basis of the Retainer

I contract only on the basis of these conditions.

2. Fees and Disbursements

I charge fees based on the time taken for the whole matter (including making the appointment travelling or waiting time and time needed to make the record) at the rate of £210 per hour. I charge a minimum fee of £95. I also charge out of pocket expenses, for example fees payable to the Foreign Office, Foreign Embassies or Agents dealing with legalisation of documents or postage or courier charges. My bill must be paid on presentation, and documents will not be released until it has been paid.

3. Client's Money

If I am asked to hold client's money I will do so in accordance with the relevant Notaries' Practice and Accounts Rules paying interest when required to do so by the Rules. To comply with my obligations under the Criminal Justice Act 1993, the Proceeds of Crime Act 2002 and the Money Laundering Regulations 1992, 2001 and 2003 I reserve the right to ask for evidence of the source of any funds provided to me or involved in the transaction.

4. Verification of Facts

Part of the Notary's role is to check the facts in the documents he notarises for his clients, and this sometimes involves obtaining evidence of proof from sources independent of the Client. In this I need the Client's full co-operation. If I have to add disclaimers to the document to make it clear that there are facts which I have not been able to verify, the document may become useless or of less benefit to the Client and I will not accept liability if this is the case.

5. Ceasing to Act

In some circumstances I may consider that I ought to stop acting for the Client. For example, if the Client cannot give clear or proper instructions on how I am to proceed. I may decide to stop acting only with good reasons, for example, if the matter on which I am instructed involves fraud or violence, or if the Client does not pay a bill.

6. Storage of Documents

I will store without charge to the Client the original of any notarial act in the public form and a copy of every act in the private form as a permanent record. I will not always keep a full copy of the Client's own document but I reserve the right to do so.

7. Limitation of Liability

I maintain professional indemnity insurance in the sum of £25 million. Save as provided under the Unfair Contract Terms Acts 1977, my liability to the Client for any loss, injury or damage of any nature whatever whether direct or consequential, including without limitation in respect of negligence or breach of my duty to the Client, is hereby limited to such sum in respect of any one claim or series of related claims (save in the case of fraud, where no such limit shall apply).

8. Complaints Procedure

1. My notarial practice is regulated by the Faculty Office of the Archbishop of Canterbury:

The Faculty Office

1, The Sanctuary, Westminster, London, SW19 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 me.

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. 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 Secretary of The Notaries Society

Old Church Chambers, 23 Sandhill Road, St James, Northampton, NN5 5LH

Email secretary@thenotariessociety.org.uk

Tel: 01604 758908

If you have any difficulty in making a complaint in writing, please do not hesitate to call the Notaries Society or the Faculty Office for assistance.

5. 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 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.

PLEASE KEEP THIS LEAFLET FOR REFERENCE

Brian A. Hall
Notary Public