

## **TERMS OF BUSINESS**

### **1. Your instructions**

- 1.1 You will need to provide me with clear instructions.
- 1.2 You will provide me with a copy of any documents and instructions that have been produced for you before our appointment and will bring the originals to the appointment.

### **2. Fees**

- 2.1 I will wherever possible provide you with a fixed fee for my work in advance of our appointment. Where this is not possible the fees will be calculated by reference to all relevant matters including the time needed to carry out the work, the value and importance of the matter, its complexity and the urgency.
- 2.2 The minimum fee payable is £60.
- 2.3 Fees are payable in advance and no later than at the appointment.
- 2.4 I reserve the right to retain any documents until I have been paid the full amount of any fees.
- 2.5 The fees will need to include payment for any preparatory and drafting work, correspondence, meetings and attendances, travel, administration, record keeping and any other relevant matters.
- 2.6 If your instructions are terminated at any time and for any reason, fees will be payable for all work undertaken up to the time of such termination.

### **3. Payments to third parties**

- 3.1 If there are fees to pay to third parties and you request me to deal with these on your behalf, you will need to pay me the relevant amounts in advance.
- 3.2 This might include, for example, the fee payable for legalisation or to obtain an apostille; if I use an agent or incur other costs in relation to these services, you will be responsible for those amounts also.

### **4. Quality of service**

- 4.1 I aim to provide a good and efficient service in all cases. If you are dissatisfied in any way with my services you should let me know immediately.
- 4.2 The body that regulates notarial services has prescribed certain information relating to complaints and this is set out in the Appendix to these terms of business.

### **5. Communications**

- 5.1 I use email for communications wherever possible. If you provide me with your email address you will be deemed to have consented to this.

### **6. Termination**

- 6.1 You may terminate my retainer at any time.
- 6.2 I may terminate my retainer or decline to act any further if you do not comply with these terms of business or if a conflict of interest arises that prevents me from acting under the professional rules that I have to comply with.

**7. Anti-Money Laundering compliance**

- 7.1 I am required to comply with all relevant legislation and regulations including the anti-money laundering laws.
- 7.2 You will be required to provide me with sufficient and appropriate evidence of your identity. You consent to me copying your passport and other identification documents and retaining them as required.

**8. Responsibility and limitations on liability**

- 8.1 I will not provide you with legal advice; my role is that of Notary Public, not Solicitor.
- 8.2 I shall have no liability in relation to the actions or omissions of others, including postal services and couriers, agents, government bodies and agencies and your own advisors.
- 8.3 The maximum amount of my liability to you shall not exceed £750,000.
- 8.4 My retainer is with you and only you; no third party shall have any rights in respect of it.
- 8.5 I shall have no liability for any loss of profit, revenue, goodwill or data or for any indirect or consequential loss.

**9. Confidentiality, Records and Data Protection**

- 9.1 I will respect the confidentiality of the information you provide. However, some authorities and other bodies have the right to require me to disclose information to them and I will have to comply with those rights.
- 9.2 I am required to keep records of the work I carry out for you.
- 9.3 I will use your personal data only in connection with the provision of notarial services and will not pass it to any other person.

**10. Law and Jurisdiction**

- 10.1 These terms of business and the relationship between us will be governed by English law.
- 10.2 We agree that the courts of England shall have exclusive jurisdiction in all matters relating to these terms of business and our relationship including contractual and non-contractual matters.

## APPENDIX

1. My 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](mailto:Faculty.office@1thesanctuary.com)  
Website: [www.facultyoffice.org.uk](http://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](mailto:secretary@thenotariessociety.org.uk)  
Telephone: 01604 758908.

If you have any difficulty in making a complaint in writing please do not hesitate to call the Notaries Society/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 2<sup>ND</sup>  
Telephone: 0300 555 0333  
Email: [enquiries@legalombudsman.org.uk](mailto:enquiries@legalombudsman.org.uk)  
Website: [www.legalombudsman.org.uk](http://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.