



TERMS OF BUSINESS

Marc Robert White

Notary Public (England and Wales)

1. MY FEES

My present hourly rate is £240 + VAT and my minimum fee is £90 + VAT. 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 straightforward 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. V.A.T

I am currently registered for VAT.

4. EXPENSES

You are responsible for all payments which I make on your behalf. Typical examples are legalisation fees paid to the Foreign and Commonwealth Office (Apostille) and/or an Embassy, legalisation agents' fees, Companies Registry fees, couriers fees and special postage charges. However I shall not normally incur these expenses without first obtaining your consent to do so.

5. PAYMENT

My charges are normally payable on the signing of the document or once I start working on your matter. If I render a bill in respect of the work, payment will be due when you receive the bill.

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. TYPICAL STAGES OF A NOTARIAL TRANSACTION

Each notarial matter is different and the requirements will vary according to whether the client is a private individual or a company. Some of the typical key stages are likely to include:

- Receiving and reviewing the documents to be notarised together with any instructions you may have received
- Liaising with your legal advisors or other bodies to obtain the necessary documentation to deal with the document (e.g. information from Companies House or foreign registries, powers of attorney etc)
- Checking the identity, capacity and authority of the person who is to sign the document



- If a document is to be certified, checking with the issuing authorities that the document/award is genuine. In the case of academic awards, this would entail checking with the appropriate academic institution/s
- Meeting with the signatory to verify their identity and to ascertain that they understand what they are signing and that they are doing so of their own free will and ensuring that the document is executed correctly
- Drafting and affixing or endorsing a notarial certificate to the document
- Arranging for the legalisation of the document as appropriate
- Arranging for the storage of copies of all notarised documents in accordance with the requirements of the Notarial Practice Rules 2019.

8. FOREIGN & COMMONWEALTH OFFICE AND/OR CONSULAR LEGALISATION

Some countries require a document to be "legalised". This is 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 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.

9. PREPARATION

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.

10. 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.

11. 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 involved 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.

12. REGISTER & PROTOCOL

At the end of the matter, I make a formal entry of the main details in my register and I keep scanned copies of the notarised documents and proof of identity in my protocol.



13. MY LIABILITY

I carry professional indemnity liability cover of £2 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 £2 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 only by the English courts.

15. TERMINATION / YOUR RIGHT TO CANCEL

You may terminate your instructions to us at any time by giving us reasonable written notice. All fees and disbursements incurred up to the date of termination will be charged. Consumer Cooling Off Cancellation Period – Consumer Contracts Regulations 2013 (“CCR”): You can cancel your contract within the cancellation period by giving us a clear statement and we will reimburse all payments received from you by the same method that you used, at no cost to you, without undue delay, and not later than 14 days after the day on which you inform us of the cancellation. If you ask us to begin work during the cancellation period, you can still cancel but you must pay us an amount in proportion to the work which we have performed and this proportion will not be reimbursed to you.

Where the CCR apply (typically where you are an individual and my contract with you was concluded either at or following a meeting with you or by a form of distance communication) you have a cancellation period of 14 days after the date you sign our retainer letter or the date on which you continue to give us instructions, whichever is earlier.

16. TERMINATION BY US

We reserve the right to terminate our engagement by you if we have good reason to do so, for example, if you do not pay a bill or comply with our request for a payment on account or you fail to give us the co-operation which we are reasonably entitled to expect.

17. COMPLAINTS

My notarial practice is regulated through the Faculty Office of the Archbishop of Canterbury whose contact details are as follows:

**The Faculty Office
1, The Sanctuary
Westminster
London
SW1P 3JT**

**T. 020 7222 5381
Faculty.office@1thesanctuary.com
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
Old Church Chambers
23 Sandhill Road
St James
Northampton
NN5 5LH

T. 01604 758908
secretary@thenotariessociety.org.uk

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.

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 6 months 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

T. 0300 555 0333
enquiries@legalombudsman.org.uk
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 six months of receiving a final response to your complaint; and
- Six years from the date of act/omission; or
- Three years from when you should reasonably have known there was cause for complaint (only if the act or omission took place more than six years ago)
- *certain kinds of commercial entities are not eligible to make a complaint to the Legal Ombudsman – please refer to the Legal Ombudsman Scheme Rules or consult the Faculty Office.
- The act or omission, or when you should have reasonably known there was cause for complaint, must have been after 5th October 2010.