

## **TERMS OF BUSINESS**

of Joanne Humphrey Notary Public of 1 Bourne Firs, Farnham, Surrey, GU10 3QD. Email [Jo@johumphreynotary.co.uk](mailto:Jo@johumphreynotary.co.uk); website [www.johumphreynotary.co.uk](http://www.johumphreynotary.co.uk), tel. 07387 570715

## **FEES**

1. My hourly rate is £220 per hour plus VAT with a minimum fee of £80 plus VAT unless I have agreed a different fee structure with you in writing.
2. If it is possible to provide you with a fixed fee for the work I will do so in advance. Where a matter is more complex or more processes are involved I reserve the right to adjust the original quote in line with my hourly rate. My fee will comprise all my time spent on your matter including phone calls, advice, emails and letters to you and on your behalf and completion of my register and protocol.
3. You are responsible for all payments which I make on your behalf which could include legalisation fees paid to the Foreign and Commonwealth Office, a Consulate or an Embassy, consular agents' fees, translation costs, courier fees and special postage charges. Where possible I will advise you of these charges in advance.
4. When administering an oath or statutory declaration I charge a notarial fee for identification and record keeping in addition to the fee prescribed by The Commissioner for Oaths (fees) Order 1993 and the Commissioner for Oaths (Authorised Persons) (fees) Order 1993 for oaths, statutory declarations and affidavits. You may find that a solicitor or other authorised person will charge the lower prescribed fee for this service.
5. My fees are payable on my signature of the document or on receipt of my invoice for business clients. I can accept payment by cash, cheque, bank transfer or card by agreement. I reserve the right to retain documents until my bill has been paid in full and interest of 12% per annum is due on late payments.

## **WORK**

6. My work for you will not include the provision of legal advice on the content or legal effect of the document you sign. My role is to be satisfied that you understand the content of the document and that you intend to be bound by it. If you require legal advice on the document you must speak to your own legal adviser who is a specialist in the law of the jurisdiction to which the document will be sent.
7. I am required to be satisfied as to your identity, your legal capacity, your authority and your understanding and approval of the document. This may require that I obtain a translation which may incur an additional fee. 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.
8. Although for most tasks my work will be completed at our meeting, apostilles take approximately 7 working days to obtain and embassy legalisation a further two weeks. Where I am obliged to verify educational certificates or employment records the timescale will be dependent on third parties.

## **HOURS OF BUSINESS**

9. I can be contacted by email and telephone at any time to arrange a convenient appointment which could be during normal office hours (9am to 5pm Monday to Friday) or outside of these hours with prior arrangement.

## **LIABILITY**

10. My maximum liability for any claim in contract, tort or otherwise is £1 million except for personal injury or death for which I have unlimited liability. I accept no liability for consequential losses. I carry professional indemnity insurance of £1 million.

## **LEGALISATION**

11. It may be that the destination country of the documents requires further authentication called legalisation before the document is acceptable. The Foreign and Commonwealth Office will attach an apostille to the document to confirm the validity of my signature. The document may need further authentication from the relevant Embassy or Consulate of the destination country. I can advise whether these processes are needed, the likely additional costs and for them to be undertaken unless you would prefer to do this yourself.

## **RECORDS**

12. I keep a record of my notarial acts, your instructions, and a copy of your identification documents which you consent to as part of these Terms of Business. I hold these in accordance with my Data Protection Policy and Data Protection Privacy Notice which can be found on my website at <http://www.johumphreynotary.co.uk>.

## **MONEY LAUNDERING AND BANKRUPTCY CHECKS**

13. I owe a professional duty of confidentiality to you. However, I may sometimes have other duties and obligations which affect my obligations to you. For example, if I am obliged to disclose to the National Crime Agency any suspicions I may have regarding money laundering or terrorist activities, this duty will override my duty to you. Where appropriate I will carry out a bankruptcy search as part of my checks.

14. To ensure that I comply with these duties and obligations you acknowledge and agree that I may make all such enquiries as I deem necessary or appropriate to comply with my duty and you will provide me with such documents and information as I may request. Your failure to do so will entitle me to terminate my retainer with you and immediately cease acting for you.

#### COMPLAINTS

15. My notarial practice is regulated through 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)
16. If you are dissatisfied about the service you have received please do not hesitate to contact me. If I am 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  
P O Box 1023  
Ipswich IP1 9XB  
Email [secretary@thenotariessociety.org.uk](mailto:secretary@thenotariessociety.org.uk)
17. 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 8 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  
P O Box 6806  
Wolverhampton WV1 9WJ  
Tel : 0300 555 0333  
Email : [enquiries@legalombudsman.org.uk](mailto:enquiries@legalombudsman.org.uk)  
Website : [www.legalombudsman.org.uk](http://www.legalombudsman.org.uk)
18. If you decide to make a complaint to the Legal Ombudsman, you must refer your matter to the Legal Ombudsman within one year from the act/omission or within one year from when you should reasonably have known there was cause for complaint.

#### CANCELLATION RIGHTS FOR CONSUMERS

19. If you are a consumer as defined in the Consumer Contract (Information, Cancellation and Additional Charges) Regulations 2013, you have the right to cancel this contract within 14 days without giving any reason. The cancellation period will expire after 14 days from the day you instruct me. To exercise the right to cancel, you must inform me of your decision to cancel this contract by a written communication to me. You may use the attached form below, but it is not obligatory.
20. To meet the cancellation deadline, it is sufficient for you to send your communication concerning your exercise of the right to cancel before the cancellation period has expired.
21. If you cancel this contract, I will reimburse to you without delay all payments received from you. If you requested to begin the performance of services during the cancellation period, you shall pay me an amount which is in proportion to what has been performed until you have communicated your cancellation from this contract, in comparison with the full coverage of the contract.

*To Joanne Humphrey, 1 Bourne Firs, Lower Bourne, Farnham, Surrey, GU10 3QD. I/We hereby give notice that I/we cancel my/our contract for notarial services,*

*Instructed on .....*  
*Name .....*  
*Address.....*  
*Signature.....*  
*Date.....*

#### LAW

22. 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 exclusively by the English courts.