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## **TERMS AND CONDITIONS OF BUSINESS FOR NOTARIAL AND OTHER WORK**

This page sets out the terms upon which I will act on your behalf as an independent Notary. I practice principally on the East Coast of Norfolk and Suffolk but will travel anywhere required. These terms must be read and interpreted in accordance with policies on my web site regarding data protection, data privacy and data processing.

### **Instructions**

Please supply clear instructions, including all relevant background information, at the outset and as the matter continues. Companies should nominate one individual who is authorised to give instructions on the company's behalf in relation to each matter. It would be helpful if you could let me have a copy of document to be notarised in advance of our meeting, preferably by e-mail. Frequently the document will be notarised at the request of foreign lawyers. Any instructions or requirements sent to you by them should also be supplied.

### **Time Scale for the work**

The appointment will generally take no more than one hour. How long the matter will take from start to finish will depend on a number of variables including whether any of the following are required:

- Reviewing the general requirements of the notarisation and of the receiving country;
- translations;
- additional ancillary documentation from third parties;
- amending any document to ensure it complies with English law rules for the type of document
- the drafting of additional documents by the notary;
- in the case of education qualifications, the verification of those with the institution concerned (this can take a few hours to a couple of weeks)
- liaising with your overseas lawyers or other advisors.

It is always necessary to meet with the signatories of the document(s) to verify their identity, to discuss the document and the background to the matter to ensure that they understand what the document does; that they have the capacity to enter into it and that they are entering into it of their own free will; and to ensure appropriate execution of the document;

After being notarised, some documents must be legalised in order to be accepted in the country in which they are to be used (see below). I will try and provide an estimated timeframe for completion of the matter once a scope of work is agreed. However, for the reasons set out above, timings cannot be guaranteed.

### **Fees**

Fees are assessed either by the time spent on a matter or on a fixed fee basis depending on the nature of the notarial act or work required.

Fees that are levied by reference to the time spent on the matter will be on the basis of an hourly charging rate of £245. Weekend and evening work is subject to an additional charge. The minimum charge for notarial work is £95.00 (Certificates of life for overseas pensions are generally charged at £65).

Unless you tell me differently, any fixed fee quoted covers **one document only with one signatory** and additional documents I was not made aware of when quoting will incur additional fees.

Work that is undertaken on a fixed fee basis will be notified to you in writing at or before the time of your appointment. If a fixed fee cannot be offered then a written estimate will be given, based on the hourly rate quoted. My fees may also include an additional element reflecting other factors including value, importance, speed, complexity or special skills.

If instructions are terminated for any reason, a charge may be made for all work carried out to date at the hourly rate referred to above.

Separate charges are made for any disbursements or expenses incurred on your behalf. These will be discussed with you prior to incurring them. These may include company search fees, Foreign & Commonwealth Office legalisation or other fees, consular fees, courier fees and translator's fees, depending upon the nature of the work you ask me to carry out.

Costs are also charged in relation to preparatory and drafting work, correspondence, travel time and attendances.

Where I am asked to swear an affidavit or take a Statutory Declaration you need to be aware that a solicitor can deal with this and charge a prescribed statutory fee of £5 plus £2 for each exhibit. I only carry out this type of work in my capacity as a notary public and charge a normal notarial fee for an oath or declaration. Any re-drafting or additional work may be subject to my normal hourly rate of £245. For documents for use outside England and Wales normal notary fees apply.

I am not registered for Value Added Tax.

My fees may also cover advising you on the telephone or by email in advance of our meeting, time spent at the meeting itself and for attending to any further formalities that need to be observed to properly legalise your documents.

I reserve the right to ask for money to be paid on account of anticipated fees or disbursements, which will be advised to you in writing.

## Invoices

Fees are always due for settlement prior to completion of work and prior to release of completed documentation. Invoices are delivered for all work carried out and disbursements incurred during the conduct of a matter. Invoices must be settled immediately.

Any queries concerning an invoice should be raised immediately upon receipt. In the event of payment not being made as requested, I reserve the right to decline to act any further on behalf of you and/or to exercise a lien on any papers or documents of yours which are in my possession, until payment has been made in full.

Where by prior arrangement invoices are not to be settled immediately on presentation the invoices must be settled within 7 days or, if requested, immediately if further work on the matter is required. In the event of payment not being made as requested, I reserve the right to decline to act any further on your behalf.

### Liability for payment of fees

Where you request that an invoice is to be paid by a third party on your behalf (and such third party has provided confirmation of their willingness to pay my notarial fees) and such third party does not pay the invoice within 7 days of issue of the invoice, you as the instructing client will become liable to discharge that invoice.

Where I accept instructions from a limited company, I may require personal guarantees in relation to its fees and disbursements from appropriate directors or shareholders (or other individuals or companies) at any stage in the transaction.

Where the person instructing me does so on behalf of two or more persons, each of those persons shall be jointly and severally liable to me for the obligations imposed by these terms.

### Legalisation and onward transmission of documents

Where you ask me to arrange legalisation at the Foreign and Commonwealth Office and if appropriate to the country of destination at their Consulate, my role is limited to submitting the document to the Foreign Office or Consulate. I usually use agents for both these processes and my obligation is limited to selecting a competent agent to perform the work. Neither they nor I can promise completion of any legalisation within a particular period of time and any time estimates are exactly that and do not guarantee that the work will be completed within that time. The speed at which the Foreign Office and a consulate works is outside my control and that of my agents.

Where I am asked to arrange legalisation the price charged will be to make the arrangements and forward the documents as necessary using a postal service. It is not part of either my role or that of my agents to chase the Foreign Office or consulate for return of the documents. Likewise, I cannot pursue postal or courier services for delayed delivery and any assistance in the case of lost documents will be at my discretion. Agents will collect documents from a consulate and take them to their office for onward transmission as previously agreed. They cannot hand deliver to other addresses.

### Termination of instructions or retainer

You may terminate your instructions to me at any time but you may be charged for any work done to date, based on my hourly rate. In the event of payment not being made for an invoice or on account as requested, or in the event of your insolvency or if a conflict of interest becomes apparent or if you fail to instruct me properly, I may decline to act any further on your behalf.

### Money Laundering Compliance

I operate money laundering reporting procedures as required by law whereby, in the event of any suspicion of money laundering, information will be revealed to the appropriate authorities. I may be obliged to do this without informing you in advance.

At each meeting you will be asked to produce a current passport to confirm your identity as well as evidence of your residential address (utility bill or bank statement less than three months old will serve for this purpose). If you are signing the document in your capacity as a director or as company secretary of a company I will require evidence of your status to act. This can be achieved either by my undertaking a company search (for which you will be charged any Companies House fees) or by you providing a copy of the company's statutory books and a copy of the latest filed annual return.

### Professional Indemnity and Limitations on Liability.

No liability for loss (including, but not limited to, damages, costs and interest) to you or other parties, whether in contract, tort (including negligence) or otherwise will be accepted by me in relation to any matter in excess of the amount of my professional indemnity insurance cover from time to time. The present cover is for not less than £1,000,000.

The amount of any liability is to be reduced so far as may be appropriate to take account of the degree of responsibility of any other professional or other advisers whom you have consulted in relation to the matter as if I had successfully claimed contribution from them under the Civil Liability (Contribution) Act 1978 paying no regard for any limitation agreed between you and such advisor, and assuming they had the resources to meet the same, provided however that I shall not be obliged to make or pursue any such claim for contribution.

No liability whatsoever will be accepted by on my part in relation to any loss, damage or liability whatsoever caused directly or indirectly to any party other than the person/organisation for whom I have agreed to act in connection with the relevant matter. No third party shall have any right to enforce any contract by me to provide advice or services or to rely upon any advice given or opinion expressed by or on behalf of me. The application of any legislation conferring on third parties contractual or other rights, including the Contract (Rights of Third Parties Act) 1999 shall be excluded insofar as permitted by law.

In any event, no liability whatsoever will be accepted on my part where such liability either arises from any instructions or information given by you or by any third party being incomplete, inaccurate or incorrect; or where such liability is for any indirect, economic or consequential loss or damage, costs, expenses or other claims for consequential compensation whatsoever or howsoever caused which arise out of or in connection with the services provided by me or for loss of profit, loss of business, loss of data, depletion of goodwill or loss occurring in the normal course of business or otherwise.

All searches of the Register of Companies carried out by me are effected using the Companies House on-line service. To the extent that the Registrar or other provider does not accept responsibility for any inaccuracies or omissions arising from use of the on-line services, I accept no responsibility or liability arising from reliance upon the results of such searches, if they should subsequently be found to be inaccurate or incomplete.

Where I agree to send documents on to third parties on your behalf I will use either first class, special delivery signed for or an international courier, depending on the value of the documents and their country of destination. I am not liable for any mis-delivery of documents due to the failure to deliver of any postal service or courier company.

No liability will be accepted for any claim first brought outside the United Kingdom

These limitations will apply notwithstanding any express or implied term of business or any collateral agreement or warranty, whether express or implied.

### E-mail Correspondence

I use e-mail wherever possible. Where you have provided me with an e-mail address, e.g., by sending an e-mail, I will assume that I may use that address for the sending of unencrypted, sensitive or confidential correspondence or documents to you. I may also, during the course of a matter, send unencrypted, sensitive or confidential information to other persons involved, unless specifically requested by them or you not to do so. All e-mails sent by me and attachments thereto should be scanned for viruses by the recipient.

## Confidentiality

I attach great importance to dealing with your affairs in strict confidence. However, the professional body regulating Notarial practice has rights of inspection to ensure good practice and conduct. Also, by the notarial practice rules any person with sufficient interest may request and be supplied with a copy of any notarial act.

## Force Majeure

I will not be liable for any loss or damage arising as a direct or indirect result of the supply of services being prevented, hindered, delayed or rendered uneconomic by reason of circumstances beyond my control, including but not limited to Act of God, war, riot, strike, lock out, trade dispute or labour disturbance, accident, breakdown of machinery, fire, flood, storm or difficulty or increased expense in obtaining information or services of any description

## Foreign Law

I do not advise on foreign law but may give general guidance on likely requirements for the authentication of the document. If you ask me to draft a document for use abroad then I give no warranty that the document will be accepted in the receiving jurisdiction. I will where possible liaise with any foreign lawyer you have instructed and will rely on them to advise on the correct form of the document and on any formalities attaching to signing or other form of execution.

## Translations

If neither you nor I understand the document I will seek a translation sufficient to understand the nature of what you are signing. This includes cases where the document is in two languages as there can be no certainty that one is an accurate reflection of the other. I will discuss likely fees with you for this in advance.

## Data Protection

I am required to comply with the Data Protection Act 2018 and the General Data Protection Regulation and I am registered with the Information Commissioner's Office. I am also required to maintain personal data for regulatory and insurance purposes for a period of time after conclusion of provision of services to you. Some clients' files (and personal data therein) may occasionally be made available on a confidential basis to an external quality assessor or auditor. I reserve the right to carry out such credit or other searches in respect of you as considered appropriate.

## Governing Law and Jurisdiction

The terms and conditions of our arrangement and the provision of these Terms of Business shall be governed by English law shall be subject to the exclusive jurisdiction of the English courts in the case of any dispute. If any provision of these terms is held by any court or other competent authority to be void or unenforceable in whole or part, these terms shall continue to be valid as to the other provisions thereof and the remainder of the affected provision.

## General

I meet clients at my above address during normal business hours. I may use other facilities where necessary and on making an appointment I will provide you with full details of where the appointment will take place.

I generally undertake notarial appointments in normal office hours but will undertake urgent work out of hours or at weekends (when a supplemental charge will normally apply).

I am happy to visit you to deal with a notarial appointment but I will charge you for the time spent travelling to and from your premises or other location at my hourly rate plus any car park charges (where applicable).

I must keep a copy of all documents I notarise. I also maintain a register of names and addresses of my clients as well as fees charged and details of the notarial act, but this information is maintained by me and is not passed to any third party. In instructing me you consent to me storing this personal information for up to 12 years. I am required to keep indefinitely copies of acts in Public Form, otherwise known as Authentic Acts. You also consent to me supplying a copy of any document I notarise to any third party who has a legitimate interest in receiving it. Where you have asked me to confirm ID by certifying copy documents then you consent to me verifying my certification to any third party to whom the certified documents have been or appear to have been produced.

On my death or on ceasing to practice all my notarial records will be passed to a successor notary. I am registered with the Office of the Information Commissioner.

## Statement of Required Information

1. 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)

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  
P O Box 1023  
Ipswich IP1 9XB

Email [secretary@thenotariessociety.org.uk](mailto: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.

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 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 6167  
Slough SL1 0EH  
Tel : 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 one year from the act/omission or within one year from when you should reasonably have known there was cause for complaint.