

Harris & Co.'s Notary Public Services and Fees

Terms, Conditions and Fees

1. Hours of Business

My office hours are 9.00am to 5.00pm from Monday to Friday. In appropriate cases I can arrange to see you outside of my usual office hours, or away from the office. In such cases I would charge a reasonable fee for travelling time plus the costs of my travel.

2. Responsibility

A Notary's first duty is to the transaction as a whole. Notarial acts are relied upon by clients, third parties and foreign governments and officials worldwide. Unless otherwise agreed in writing, a Notary's responsibility is limited to the Notarial formalities and does not extend to advice on or drafting of documentation or in relation to substantive legal input on the matter under consideration. I do not give foreign law advice.

3. Fees

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. My minimum fee is £50 plus VAT.

4. Payment

My charges are normally payable on presentation (usually at the meeting) by cash, cheque or by immediate BACS transfer. Notarised documents will not normally be released until all fees and disbursements have been paid in full.

5. Disbursements

You are responsible for all payments which I make on your behalf. Typical examples are translation costs, legalisation fees paid to the Foreign, Commonwealth Development Office and/or an Embassy, Companies Register fees, courier fees and special delivery postage charges. However, I shall not incur these expenses without first obtaining your consent to do so.

6. Documentation to be prepared

I may need more than one appointment to finalise the matter, particularly if it is necessary for me to prepare all or some of the documentation.

7. Proof of Identity

Identification of individuals and proof of residential address is required. This is usually by way of passport, photo card driving licence or national identity card and a recent (less than 3 months old) gas, electricity, council tax or other bill or bank statement showing your full name, and residential address and not initials.

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If you act on behalf of a company, I will need to establish that it exists and that the signatory has authority to represent it. I generally conduct my own checks at the Companies House Registry. In some cases I may ask you to produce a Certificate of Incorporation, current proof of directorship from Companies House (or a foreign company registry when applicable), Certificate of Good Standing or other similar evidence. e.g. minutes of a board resolution authorising you to sign documents on behalf of the company.

8. Written Translations

In cases where I do not have knowledge of the language in which the document is written, official translations may be required before and/or after execution of the documentation. We can arrange translations for you using third party qualified translators at an additional cost.

9. Liability

I carry professional indemnity liability insurance cover of £2,000,000 and I therefore limit my liability to you to £2,000,000.

10. Complaints

I aim to provide all clients with an efficient and high standard of service. However, in the unlikely event that you should wish to complain, then you should follow the complaints procedure set out below. Notaries are regulated by the Faculty Office of the Archbishop of Canterbury: [The Faculty Office](#), 1 The Sanctuary, Westminster, London SW1 3JT, Tel: 020 7222 5381

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 then you may complain to the Notaries Society of which I am a member, who have a Complaints Procedure which is approved by the Faculty Office. The 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 the complaint to: the Secretary of the Notaries Society, PO Box 7655., Milton Keynes, MK11 9NR, Email: secretary@thenotariessociety.org.uk, Tel: 01604 758908.

If you have any difficulty 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 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, Po Box 6806 Wolverhampton WV1 9WJ Tel: 0300 555 0333 Email: enquiries@legalombudsman.org.uk, website: www.legalombudsman.org.uk

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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.

*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.

11. Records

At the end of the matter, a formal entry of the main details of your transaction together with copies of the notarised document may be kept. In particular, when notaries are requested to certify documents such as a public deed, the above details will also be kept in their notarial protocols. Copies of your ID documents are also retained as proof of ID.

12. Data Protection

I use the information you provide primarily for the provision of my services to you and for related purposes including updating and enhancing client records, analysis to help us manage our practice, statutory returns, legal and regulatory compliance.

13. Money Laundering

Notaries are obliged under the Money Laundering Legislation to take measures to protect against fraud and forgery. To ensure that I comply with this you acknowledge and agree that I may make all such enquires as I deem necessary or appropriate in order 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 engagement and cease acting for you forthwith.

14. Equality and Diversity

I am committed to promoting equality and diversity in all of its dealings with clients and third parties.

15. 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 by the English courts