

Terms & Conditions

1. MY FEES and PAYMENTS:

Notarisation - my notarial charges (without legalisation/apostille or any other disbursements) are as follows: for private documents - £60 for a first document and £20 for each additional document; for commercial documents £100 for a first document and £30 for each additional document; degree certificates and transcripts from British Universities - £100.

Apostille - £110 for a first document and £60 for each additional document. The apostille charge includes the F.C.D.O. fee, legalisation agent charges and postage. If the documents shall be shipped abroad, there would be additional charge to cover the DHL (or other courier is required) – this charge would be confirmed before or on the appointment.

Legalisation – for some countries, additional legalisation is required through the relevant embassy or consulate. If such legalisation is required, the total cost will be confirmed before the appointment.

Other costs – notarising some documents may involve additional costs, for example Grant of Probate or Letters of Administration must be verified or downloaded from the gov.uk. As the additional costs are document specific, you will be informed about the additional costs before or on the appointment.

Mobile notary – occasionally, I can offer you the appointment at your place of residence or business within reasonable distance. If the appointment in your location is due to health or mobility issues, there is no additional charge. In all other cases the attendance charge will depend on the distance and/or travel time. You will be informed about the additional charge before we book the appointment.

Occasionally unforeseen or unusual issues arise during the course of the matter which may result in a revision of my fee estimate. Examples of this could include where additional documents are required to be notarised, additional translations or legalisations are needed to meet the requirements of the receiving jurisdiction, third party fees are adjusted to reflect external factors such as fuel price changes and so on. I will notify you of any changes in the fee estimate as soon as possible.

I reserve the right to additional charges for appointments on the weekends, bank holidays or outside normal business hours. Appointments at these days and times would be booked by my discretion only.

All my notarial fees are subject to minimum charges of £60 save from documents that fall within the remit of the The Commissioners for Oaths (Fees) Order 1993.

My fees are not subject to VAT.

Payment can be made by cash or bank transfer. Payment of my fee and disbursements is due when the document has been prepared which I may retain pending payment in full.

2. 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 matters, I can refuse to undertake the matter.

3. PERSONAL DATA YOU HAVE TO PROVIDE: the provision of certain personal data is mandatory in order for me to comply with mandatory client due diligence requirements and consequently to provide the services. You warrant on a continuous basis that such personal data is accurate, complete and up to date. Failure to comply may result in documents being rejected by the relevant certification authorities, held invalid in the destination country or other difficulty to successfully completing the services.

In relation to personal data of data subjects you warrant on a continuous basis that:

(a) where applicable, you are authorised to share such personal data with me in connection with the services and that wherever another data subject is referred to, you have obtained the explicit and demonstrable consent from all relevant data subjects to the inclusion and use of any personal data concerning them;

(b) to the extent this is required in connection with the services, such personal data is accurate, complete and up to date; and

(c) either you provide your explicit consent and warrant that each data subject has provided explicit consent for the transfer of personal data to foreign organisations in connection with the services, or that an alternative legal gateway for such transfer (such as transfer necessary for the conclusion or performance of a contract concluded in the interest of the data subject) has been satisfied.

You shall and you hereby agree to indemnify me and my employees, agents and subcontractors from and against any claims, losses, demands, actions, liabilities, fines, penalties, reasonable expenses, damages and settlement amounts (including reasonable legal fees and costs) incurred by me, my employees, agents and subcontractors or arising out of or in connection with any breach by you of the warranties included in this paragraph.

4. 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. 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.

5. 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 London 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.

6. 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.

7. EMAIL COMMUNICATIONS: In performing my services I may wish to send messages and documents to you by electronic mail (email). Like other means of communication, email is not entirely risk-free and carries with it the possibility (among other things) of corruption, inadvertent misdirection, non-delivery of confidential material, inadvertent deletion or unauthorised access.

Nevertheless, I believe that the use of email can sometimes deliver worthwhile benefits in terms of speed, accuracy and efficiency of communications, and I recommend that where applicable it should be used in relation to the provision of my services in your matter. Accordingly, I shall unless you notify me to the contrary in writing, regard your acceptance of my terms of engagement as including your agreement to the use of email.

8. RECORDS: At the end of the matter, a formal entry of the main details of your transaction and frequently copies of the notarised document must be kept. In particular, when I am requested to certify some documents such as public deeds, the above details will also be kept in my notarial protocols.

9. MY LIABILITY: I carry professional indemnity liability cover of £1,000,000 which is the minimum level of cover specified by the Master of the Faculties. I therefore limit the level of my liability to you to £1,000,000 unless you are injured or die as a result of my negligence, in which case my liability is without limit.

10. DATA PROTECTION: Except as explained below, I will maintain my professional and legal obligations of confidentiality in relation to the work I undertake for you and

in relation to information which comes into my possession in the course of undertaking that work.

However, provided that any such disclosures are limited to need-to-know basis, I may make disclosure of information which is confidential to you.

a. For the purposes of acting for you including without limitation disclosures to your other advisers or third parties involved in the work I am undertaking for you, such as FCO, Foreign Embassies and legalisation agents;

b. to my staff, accountant and auditor for the purpose of my accounts;

c. to my professional indemnity insurers in relation to your matter if it becomes necessary under the terms of my professional indemnity insurance to notify communications which would ordinarily be protected by legal professional privilege;

d. as required by law or by any regulatory authority to which I am subject;

e. for the purposes of complying with my obligations under anti-money laundering or counter terrorist financing legislation for the time being in force;

f. for the purpose of applying my risk management policies.

g. for my legitimate interests (or those of a third party) and your interests; and

h. for any public interest.

11. ANTI-MONEY LAUNDERING: Notaries are obliged under the Anti-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 enquiries 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.

12. 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 my complaints procedure.

13. EQUALITY AND DIVERSITY: I am committed to promoting equality and diversity in all of my dealings with clients and third parties.

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 by the English courts.