

Michael Bertrand Swan

Notary Public

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TERMS OF BUSINESS

1. **MY FEES:** My present hourly rate is £175 and my minimum fee is £80. I reserve the right to vary the rate in respect of extremely urgent work.
2. **FIXED FEES:** I may in the case of straight forward 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 not registered for VAT.
4. **DISBURSEMENTS:** You are responsible for all payments which I make on your behalf. Typical examples are legalisation fees paid to the Foreign and Commonwealth Office and/or an Embassy, legalisation agents' fees, Companies Registry fees, couriers' fees and special postage charges. However, I shall not incur these expenses without first obtaining your consent. Furthermore, I cannot take responsibility for any service provided by a 3rd party that I may contract.
5. **PAYMENT:** My charges are normally payable on the signing of the document or on the receipt of the notarised document. 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. **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.
8. **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.
9. **INDEMNITY:** You shall and you hereby agree to indemnify me, affiliates, officers,

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 any of them arising out of or in connection with a failure by you to provide personal data that is required to comply with mandatory client due diligence and the provision of notarial services.

10. 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 involve 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.
11. 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 will then need to go to the recipient country's London Embassy in order to 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 the matter is urgent. However, it is possible for you to arrange the legalisation.
12. REGISTER & PROTOCOL: At the end of the matter, I make a formal entry of the main details in my register and I keep copies of the notarised document and proof of identity in my protocol.
13. MY LIABILITY: I carry professional indemnity liability cover of £1 million pounds. I therefore limit the level of my liability to you to £1 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 by the English courts.
15. 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 SW1P 3JT, Telephone: 020 7222 5381, Email:faculty.office@1thesanctuary.com
Website: www.facultyoffice.org.uk

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. 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 7655, Milton Keynes MK11 9NR,
Tel: 01908 803527, Email: secretary@thenotariessociety.org.uk

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, P.O. Box 6806, Wolverhampton, WV1 9WJ,
Tel: 0300 555 0333, Email: enquiries@legalombudsman.org.uk

16. CANCELLATION OF CONTRACTS MADE IN A CONSUMER'S HOUSE OR PLACE OF WORK: If you confirm that you would like to use my notarial services via a telephone conversation, email, during a home visit or workplace visit then you have the right to cancel your instructions within 14 days without giving any reason.

To exercise the right to cancel, you must inform me of your decision to cancel by a clear statement (e.g. by telephone, email or letter) before the cancellation period has expired.

If you cancel your instructions, I will reimburse to you all payments received from you.

I HAVE READ, UNDERSTOOD AND AGREE TO THE ABOVE

Signature:

Printed Full Name.....

Date:

REQUEST FOR WORK TO START WITHIN THE FOURTEEN DAY COOLING OFF PERIOD

I understand that I have the right to cancel the contract made with Michael Bertrand Swan in respect of the provision of notarial services within 14 days of making the contract.

However, I wish to waive those rights and instruct him to start work immediately in accordance with his Terms of Business.

Signature:

Printed Full Name.....

Date: