

## Terms of Business

### FEES:

Fees are assessed mainly by reference to the time spent on the matter, on the basis of an hourly charging rate. Details of the hourly rates applicable to any particular matter are available on my website [www.notarial.co.uk](http://www.notarial.co.uk)

Rates are reviewed from time to time. Present hourly rates are £220 with a minimum fee of £80. VAT is applicable and will be added my fees at the prevailing rate.

In accordance with Notarial practice guidelines, (which stipulate that fees should be fair and reasonable having regard to all the circumstances of the case), 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 will be made for all work carried out to date. Separate charges are made for any disbursements or expenses incurred on your behalf. You may be asked to provide monies on account. Costs include preparatory and drafting work, correspondence and attendances. My practice is registered for Value Added Tax and my fees are subject to the addition of VAT.

### ESTIMATES:

It is difficult to estimate in some cases how much time will be required to complete a matter, bearing in mind the variety of circumstances that may arise. However, guidance as to likely costs will be given on receipt of instructions and sight of documents. Any estimates given will be based on the information available at the time and, although given in good faith, will not be binding.

### INVOICES:

Fees are normally due for settlement on completion of work and prior to release of completed documentation. Invoices are delivered where required for work carried out, expenses incurred and disbursements made during the conduct of a matter.

### PAYMENT:

Invoices must be settled within 7 days or, if requested, immediately if further work on the same matter is required. 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 your behalf and/or to exercise a lien on any papers or documents which are in my possession, until payment has been made.

Interest is chargeable from the date of the invoice on invoices outstanding for more than 7 days at 4% per annum above Royal Bank of Scotland base rate from time to time in force.

### MONEY LAUNDERING COMPLIANCE:

I operate a money laundering reporting procedure as required by law whereby, in the event of any suspicion as to money laundering, information will be revealed to the appropriate authorities. You may be required to provide satisfactory proof of identity and full details of the source and proposed destination of funds.

### **REDRESS INFORMATION**

I maintain compulsory professional indemnity insurance of £1 million, for each and every claim. Current details of this insurance, can be made available on request.

### **RESPONSIBILITY AND LIMITATIONS ON LIABILITY**

I will not provide you with legal advice; my role is that of Notary Public, not Solicitor.

I shall have no liability in relation to the actions or omissions of others, including postal services and couriers, agents, government bodies and agencies and your own advisors. The maximum amount of my liability to you shall not exceed £1,000,000.

My retainer is with you and only you; no third party shall have a any rights in respect of it. I shall have no liability for any loss of profit, revenue, goodwill or data or for any indirect or consequential loss.

### **PRIVACY POLICY AND DATA PROTECTION**

I have a Privacy Policy details of which are published on my website. This includes details of my information protection policy to safeguard my clients in the use of payments by card for my services. This is compliant with the Payment Card Industry Data Security Standard ("PCI DSS"). Details are here [www.notarial.co.uk/privacy-policy](http://www.notarial.co.uk/privacy-policy)

### **LAW**

Our relationship will be governed and construed in all respects in accordance with English law. The courts of England and Wales will have exclusive jurisdiction in respect of any dispute or claim arising out of or in connection with the relationship between us.

### **REGULATOR**

My notarial practice is regulated through the Faculty Office of the Archbishop of Canterbury:

[www.facultyoffice.org.uk](http://www.facultyoffice.org.uk)

The Faculty Office  
1, The Sanctuary  
Westminster  
London  
SW1P 3JT  
Telephone 020 7222 5381



[Faculty.office@1thesanctuary.com](mailto:Faculty.office@1thesanctuary.com)

### **COMPLAINTS PROCEDURE:**

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 7655  
Milton Keynes MK11 9NR  
Email [secretary@thenotariessociety.org.uk](mailto:secretary@thenotariessociety.org.uk)  
Tel : 01908 803527



Martin Silverman Notary Public  
20 Station Road Gerrards Cross SL9 8EL  
Telephone 01753 279080  
E-mail: [martin@notarial.co.uk](mailto:martin@notarial.co.uk)  
09 October 2020

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 6 months 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  
[http://www.legalombudsman.org.uk/  
enquiries@legalombudsman.org.uk](http://www.legalombudsman.org.uk/enquiries@legalombudsman.org.uk)

If you decide to make a complaint to the Legal Ombudsman you must refer your matter to the Legal Ombudsman

- Within six months of receiving a final response to your complaint and
- Six years from the date of act/omission; or
- Three years from when you should reasonably have known there was cause for complaint (only if the act or omission took place more than six years ago)

The act or omission, or when you should have reasonably known there was cause for complaint must have been after 5<sup>th</sup> October 2010.

\*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