

J. J. Q. Howes LL.B.
Notary Public
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TERMS AND CONDITIONS OF NOTARIAL RETAINER

Unless otherwise expressly agreed in writing between the parties, the Notary's services, and the fee charged are based on the following terms

1. The client will make to the Notary full and frank disclosure of all relevant facts and circumstances.
2. The contract with the Client is governed by the Laws of England and Wales and is subject (except in the case of proceedings undertaken by the Notary to protect the integrity of the Notary's act) to the exclusive jurisdiction of the English Courts.
3. It is the responsibility of the Client to ensure in good time that the document meets requirements of content, form and legalisation outside England and Wales. Although the Notary will seek to comply with the requirements of applicable foreign law, the Notary is not liable for the consequences of any defect or omission in the content, form or legalisation requirements of any document for use abroad.
4. The duty of care owed by the Notary to the client and to the public does not include liability for economic loss, or for consequential loss.
5. Unless the Notary agrees otherwise in writing, the liability of the Notary for Notarial services for each separate transaction (comprising one or more documents for which one charge is made by the Notary) shall not exceed his professional indemnity insurance limit for the time being in force.
6. Notaries charge for the time, skill and responsibility of their work, and may make a supplementary charge for transaction value, availability and other relevant factors. The full cost of the Notary's service is to be paid by or for the Client and is payable before documents are issued – unless credit terms have been previously agreed.

For the notarisation of one document the charge is £60.

For each subsequent document a charge of £15.00 will be levied.

For a pack of several documents with one covering notarial certificate the charge will be agreed with the client at the time of instruction..

In the event that the Notary is asked to obtain an apostille from the Foreign and Commonwealth Office an additional charge of £30 will be made to cover postage correspondence and banking costs to the Notary.

All the above charges assume that the document produced by the client is in a fit state ready to be executed and requires no further work or drafting by the Notary other than the preparation of the relevant Notarial certificate.

For more complicated notarial transactions involving the preparation of "bespoke" documentation the charge will be levied on a time spent basis and or will be agreed in advance with the client wherever possible.

The normal current rate is a charge of £200.00 per hour.

7. In the event that the Notary is asked to, and agrees to, arrange for an apostille under the Hague Convention to be placed upon any documentation, the Notary undertakes to despatch the documentation to the Foreign and Commonwealth Office by Post as quickly as reasonably possible but cannot under any circumstances be responsible for the length of time taken for the document to be returned by the Foreign and Commonwealth Office or for its loss in transit to or from the Foreign and Commonwealth Office. The Fees charged by the Foreign and Commonwealth Office are £30.00 per document apostilled plus appropriate courier fees according to destination.
8. In the event that the Notary is asked to despatch the notarised document (bearing an apostille or otherwise) he will do so by ordinary pre-paid post unless he is specifically requested to arrange some other method of delivery and in any event the Notary cannot be held responsible in any way should the document fail to reach its destination.
9. For the avoidance of doubt the client acknowledges that he/she is contracting with the Notary in his capacity as a Notary practicing on his own account as J J Q Howes Notary Public and not in his capacity as a Former Solicitor of the Supreme Court and that the Notary's former association with Cornfield Law LLP is irrelevant for the purposes of the contract between the Notary and the client and that furthermore the sole regulatory authority with jurisdiction in relation to the matter in which the client has consulted the Notary is the Faculty Office of the Archbishop of Canterbury.
10. (1) My Notarial practice is 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
(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, Old Church Chambers, 23 Sandhill Road, St James, Northampton NN5 5LH
Email secretary@thenotariessociety.org.uk Tel: 01604 758908

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 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, Baskerville House, Centenary Square, Broad Street, Birmingham BN21 2ND Tel: 0300 555 0333
Email: enquiries@legalombudsman.org.uk
Website 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 six months from the conclusion of the complaint process.

Every Client shall provide the Notary with satisfactory evidence of identity in the form of a valid current original passport and a Bank statement or utility bill bearing the client's name and current residential address not more than 3 months old

The Notary's fees shall be paid in cash. No other form of payment will be accepted.

The notary's privacy policy is set out in detail on the Notary's website as referred to above and the client acknowledges having either read the same or having had the opportunity to do so and consents to the collection of their relevant data and its retention by the Notary on the basis set out in his policy

Client Signature

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PRINT NAME

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Date

Received From

The Sum of

Re Notarial Services thisday of201

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Jeremy J Q Howes