 

**JANET GOODE NOTARY PUBLIC**

**TERMS OF BUSINESS**

1. **BASIS OF MY WORK**

These conditions govern my relationship with you as a client. I contract only on the basis of these conditions. By instructing me to act you are accepting the following conditions.

1. **ACCEPTING AND DECLINING INSTRUCTIONS**

I will accept instructions from you in accordance with the Notaries Practice Rules 2014 and my oath of office. In some circumstances, I may consider that I ought to decline to accept instructions or conclude a matter if I have reason to believe that there is any fraud, violence, illegality or lack of freewill involved in the matter. I may also ceased to act if you cannot give clear or proper instructions on how I am to proceed, or if you do not pay a bill I have rendered.

1. **VERIFICATION OF IDENTITY AND FACTS**
	1. In accordance with current anti-money laundering regulations I am required to verify your identity and address. In order to do this I will need to see your current valid passport, photo driving licence or photo national identify card or similar. I will also need to see an original utility bill, bank statement or council tax bill showing your address issued within the last three months. I will need to keep copies of these documents. I reserve the right not to act for you if I have any doubts as to the validity of any of your identification documents.
	2. Part of the Notary’s role is to check the facts in documents, and this sometimes involves obtaining evidence or proof from sources independent of you. In this I need your full cooperation. If I have to add disclaimers to the document to make it clear that there are facts which I have not been able to verify, the document may become useless or of less benefit to you and I will not accept liability if this is the case.
2. **FEES AND DISBURSEMENTS**
	1. **Fees**

 In accordance with the current Notaries Practice Rules, I am entitled to charge a reasonable professional fee for all notarial work undertaken. My fee will take into account the time spent on the matter, the value of any property involved ad the level of responsibility assumed.

 Where my fees are based principally on the time taken for the whole matter, this is charged at the rate of £270 per hour. The time taken includes: making the appointment, travelling or waiting time, meetings with you and others, considering, preparing and working on papers and correspondence including electronic mail and making appropriate records. All letters and telephone calls will be charged on a time basis.

 Currently I do not charge VAT. In accordance with the Council of the Notaries' Society Guidelines (which stipulate that fees must be reasonable having regard to all of the circumstances of the case) my fees may be increased to reflect particular complexity, speed and special skills. I charge a minimum fee of £100 for a single document.

 Although my charges take account of my ordinary business expenses, such as normal postage and telephone charges, I reserve the right to charge you for any unusual expenses I incur including printing, exceptional photocopying, overseas postage or telephone costs. My bill must be paid on presentation and documents will not be released until payment in full has been made. I reserve the right to seek and obtain a payment on account of my professional fees and disbursements before work commences. I also reserve the right to cease acting in the event of a requested payment on account not being received by me.

* 1. **Disbursements**

Fees may also be payable to third parties, for example, fees payable to the Foreign and Commonwealth Office, Foreign Embassies, High Commissions or agents dealing with legalisation of documents, Companies House, Land Registry, translators’ fees or courier charges. I reserve the right to request money to be paid to me in advance in relation to work where expenses charged by third parties are likely to be incurred on your behalf. I must receive payment in sufficient time to allow for bank clearance of funds.

* 1. **Late Payment or Failed Payment**

Legal ownership or title to any document or series of documents prepared by me will not pass to you or to the person or persons who gave instructions to me or to the person or persons or organisation to whom I was directed to submit my bill until my bill and/or any disbursements have been paid in full. Similarly I shall hold a lien over such documents and all other working papers and items of value that have come into my possession directly or indirectly as a consequence of your instructions. If a cheque/direct debit/standing order in respect of monies payable to me is dishonoured or stopped, a charge of £50 plus all and any bank charges incurred by me will be made and treated as compensation for all and any loss incurred by me as a result of your failure to ensure payment of monies due to me.

* 1. **Credit Card Payments**

I may not always be able to offer clients the ability to pay by credit card. If such a facility is available, however, I reserve the right to increase the fee to cover the charges imposed by the credit card payment company on the transaction. I will, of course, let you know before taking the payment what such charges would be.

* 1. Where clients are introduced by Whitehead Monckton Limited a proportion of my fee may be remitted to that Company as a referral fee.
1. **CLIENTS’ MONEY**

 If I am asked to hold a client’s money I will do so in accordance with the relevant Notaries’ Practice and Accounts Rules, paying interest when required to do so by the Rules. To comply with my obligations under current anti-money laundering regulations I reserve the right to ask for evidence of the source of any funds provided to me or involved in the transaction.

1. **LIMITATION OF LIABILITY**
	1. I maintain professional indemnity insurance in the sum of £1 million. Save as provided under the Unfair Contract Terms Acts 1977, my liability in any jurisdiction for any loss, injury or damage of any nature whatever whether direct or consequential, including, without limitation, in respect of negligence or breach of my duty to the client, is hereby limited to such sum in respect of any one claim or series of related claims (save in the case of fraud, where no such limit shall apply).
	2. A Notary deals with the form of the document for use abroad but will not give advice on the content of the document. This is generally because the content of the document is determined by the law of the country in which the document is intended to be used and only a lawyer qualified under that legal system can properly advise you on the terms of that document.
	3. I accept no liability for the rights of third parties resulting form any notarial act.
2. **LEGALISATION AT FOREIGN AND COMMONWEALTH OFFICE AND OTHER FOREIGN EMBASSIES AND CONSULATES**

Whilst every care is taken to preserve any document entrusted to me I cannot accept any responsibility for any loss or damage that occurs if any document or documents are delayed or lost or damaged or destroyed whilst in transit either through or by Royal Mail or such similar organisation or the Document Exchange system or while in the hands of the Foreign and Commonwealth Office, any embassy, consulate or other such authority.

1. **ITEMS POSTED OR SENT ABROAD**

I cannot accept any responsibility for any item sent or posted on your behalf or at your request under any circumstances whatsoever.

1. **EMAIL**

While I use standard virus checking software, I accept no responsibility for viruses or anything similar in any emails or any attachments originating from me. I also do not accept any responsibility for any changes to, or interception of, any email or any attachment after it leaves my information system.

1. **DOCUMENTS**
	1. I will deal with all documents and your data in accordance with the terms of my Data Protection Policy.
	2. I will store, without charge to you, the original of any notarial act in the ‘public form’ and a copy of every act in the ‘private form’ as a permanent record. I will not always keep a full copy of the client’s own document or documents but I reserve the right to do so.
2. **FOREIGN LANGUAGES AND COMMUNICATION**

Documents that come to a Notary are for use overseas, and may be in a foreign language. If so the Notary must ensure that both she and the client understand the meaning or effect of a document or transaction. It is important that the client shows the Notary any correspondence or advice that he has been given by others. In most cases the Notary may find it necessary to insist upon a translation being provided if there is any doubt as to the client’s understanding of the content of a particular document or documents that he/she is seeking to have Notarised. If the Notary and/or the client are not conversant with the language of the document then the Notary may add a statement to the end of the document explaining that both notary and signatory are relying on the accuracy of the accompanying English translation.

It may be possible for the Notary to arrange a translation but this will have to be at the client’s cost.

1. **REGULATION AND COMPLIANCE**

If you have any concerns or complaints about how I have dealt with your matter please raise it with me in person. All complaints will be dealt with in accordance with my Complaints Policy, the terms of which are incorporated in full into these Terms of Business.

Please note that my notarial practice is independent and has no connection whatsoever with my practice as a solicitor.

1. **GENERAL**
	1. The formal and material validity, performance and construction of these conditions and any agreement made, and whether any agreement is made subject to them, shall be governed by the laws of England and Wales. Any disputes shall be subject to the exclusive jurisdiction of the Courts of England and Wales.
	2. Neither party shall be in breach of these terms nor liable for delay in performing, or failure to perform, any of their obligations if such delay or failure result from events, circumstances or causes beyond their reasonable control.
	3. If any provision or part-provision of these terms is or become invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the terms.
	4. Unless expressly stated otherwise, nothing in these terms gives rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term.