



JANE ELIZABETH PROBERT
Notary Public
Chepstow

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TERMS AND CONDITIONS OF BUSINESS
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1. BASIS OF THE RETAINER

I contract only on the basis of these Conditions.

2. FEES AND DISBURSEMENTS

Whenever possible, before undertaking the notarial work, I use my best endeavours to clarify the nature and amount of the charges, including payments to be made on your behalf, so that there is no misunderstanding between us. Sometimes the actual requirements of the notarial client only become apparent during or at the end of our first meeting which is why clients are asked to read these Terms and Conditions at the start of the meeting.

In cases that I deal with that do not require any further document preparation or a separate notarial certificate and the document is not a public document I charge a fixed fee of £150 per document, these are usually documents for the USA. For matters dealing with the issue of a simple notarial certificate such as verifying the signature to a company document I charge a fixed fee of £250.00. This fee covers the time spent in the first meeting during which I clear the I.D. requirements, deal with the notarisation work and, later, the completion of my notarial records. I reserve the right to charge for out of pocket expenses, for example for telephone calls, copying fees, postages and/or courier charges. I do not charge VAT on my fees.

Other formal, and perhaps more complex matters, which require the preparation and drafting of notarial documents, or, for example, investigation into jurisdiction or

domicile, justify a different approach in the calculation of the notarial fees incurred. For this work the notarial charge is based on the time it takes to complete the various parts of the transaction (including travelling or waiting time), at the rate of £250 per hour, as an alternative and in substitution for the fixed fee. Other situations can arise which attract a base charge of £150.00 but additional work then ensues which attracts a 'cost of time' charge in addition. For example there may be extended attendances, or a large number of documents, numerous phone calls and/or emails, which incur extra time and, therefore, cost. As before, telephone calls, copying fees, special delivery postages, the binding of documents or other administrative functions, and/or courier charges, are added if appropriate.

It is a condition of my retainer that my fee, including any payments made by me at the request of or on behalf of the client, is discharged before the notarised document or documents are delivered to the client.

Legalization (Apostille)

If legalisation is required, either at the Foreign and Commonwealth Office (FCO) and/or one of the embassies or consulates I make an extra charge of £100.00 for dealing with this, if it is straightforward. I use the services of a specialist legalisation firm (CDN Consular Services) as my agent who currently charge a minimum of £57.00, inclusive of VAT, legalisation and postage, per document. Standard service usually takes 5 working days but if the matter is urgent then we can use a premium service, which is not available to the public, this service takes 3 days and a charge of £108.00 applies. The agents fees will be confirmed on instruction. The fees payable to the embassies and consulates vary greatly, as to both amount and method of payment.

Please note that documents will not be processed until my bill has been paid, which can be settled by cheque, bank transfer or cash. If paid by cheque the documents will be processed after the cheque has cleared.

3. CLIENTS MONEY

If I am asked to hold 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 the Criminal Justice Act 1993, the proceeds of Crime Act 2002 and the Money Laundering Regulations 1993, 2001, 2003 and 2007, I reserve the right to ask for evidence of the source of any funds provided to me or involved in the transaction.

4. VERIFICATION OF FACTS

Part of the notary's role is to check the facts in the documents he notarises for his clients, and this sometimes involves obtaining evidence or proof from sources independent of the Client. In this I need the Client's full co-operation. 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 the Client and I will not accept liability if this is the case.

5. CEASING TO ACT

In some circumstances I may consider that I ought to stop acting for the Client. For example, if the Client cannot give clear or proper instructions on how I am to proceed. I may decide to stop acting only with good reason, for example, if the matter on which I am instructed involves fraud or violence, or if the Client does not pay a bill.

6. STORAGE OF DOCUMENTS

I will store without charge to the Client 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 but I reserve the right to do so.

7. REGULATORY GUIDANCE

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 number 0207222538; e-mail faculty.office@1sanctuary.com.

If you are dissatisfied about the service you have received please do not hesitate to contact me. If we are unable to resolve the matter you may then complain to The Secretary of The Notaries Society, Old Church Chambers, 23 Sandhill Road, St James, Northampton NN5 5LH; Telephone number 016047758908; e-mail secretary@thenotariessociety.org.uk; who have a complaints procedure, approved by the Faculty Office. At the end of the above process you may or after eight weeks from the date you first notified me that you were dissatisfied, make your complaint to the Legal Ombudsman, Bakerville House, Century Square, Broad Street, Birmingham B1 2ND Telephone number 0300555033; enquiries@legalombudsman.org.uk, if you are not happy with the result. 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.

8. LIMITATION OF LIABILITY

I maintain professional indemnity insurance in the sum of £2 million. Save as provided under the Unfair Contract Terms Acts 1977, my liability to the Client 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).

I/We confirm I/we have read and understood, and I/we accept these Terms and Conditions.

Signed.....

Signed.....

Date

Ref:

9. NOTICE OF RIGHT TO CANCEL

Following recent changes in legislation, customers who enter into certain agreements at their property have the option to change their mind and cancel within 14 days. Information on how to do this is set out below.

I understand that you wish me to commence work immediately in accordance with your instructions. I am happy to do this for you provided that, if you cancel within the 14 day period, you agree to meet my fees for the work carried out plus VAT and disbursements. If you then decide to cancel, the fees are payable immediately on cancellation.

I/We confirm:

- That you have clearly explained my detailed Cooling Off rights.
- That I/we wish you to take immediate steps to commence work and agree to pay any fees due.
- That I/we understand and agree to these Terms and Conditions of Business.
- I/we decide to not to exercise my/our Cooling Off rights

Print name/s.....

Signature..... Date.....

Signature..... Date.....

Signed by Jane Elizabeth Propert..... Date.....

J E Propert LL.B(Hons)
Notary Public
Beaufort Square Chepstow NP16 5EP