

TERMS OF BUSINESS

MY FEES: My present hourly rate is £180.00 but I reserve the right to vary the hourly rate in cases of extreme urgency and/or onerous or unusual matters. I do not normally increase the rate for work carried out after normal business hours or over the weekend.

FIXED FEES: In most cases I can agree a fixed fee in advance. My minimum fee is £70.00. However, occasionally I find that at the appointment clients produce more documents than they advised or legalisation by the Foreign and Commonwealth Office or an Embassy is needed. In this case I reserve the right to renegotiate the fee or revert to charging at my hourly rate.
VAT. I am not registered for VAT.

DISBURSEMENTS: These are payments which I make on your behalf and for which you are responsible. These payments include fees paid to an Embassy and /or the Foreign and Commonwealth Office in connection with legalisation, special postage charges and courier's fees. You will be asked to approve in advance any fees that may be incurred.

PAYMENT OF FEES AND DISBURSEMENTS: These are normally payable at the appointment, although subsequent work may remain to complete the matter. If an invoice is sent to you, then payment is due on your receipt of that invoice.

MY HOURLY RATE-WHAT IT COVERS: It covers all work carried out on your behalf including preliminary discussion and advice, any preparation involved, attendance on you at appointments, any drafting of documents, the secure binding of any documents, dealing with any required legalisation and the special requirements of the country for which the documents are destined, correspondence telephone calls and emails, and the completion of my notarial records.

MY RESPONSIBILITIES: I am not responsible for giving you any legal advice in connection with the purpose or content of any document. That is a matter for your own independent advisers who should be competent to give you professional advice having regard to the law of the foreign jurisdiction in which the document will be used. My responsibility is to be satisfied as to your identity, your authority, your legal capacity and your understanding of the document. I must also be satisfied that you are signing it freely and willingly without any undue pressure fraud or violence being involved. I must see that the formalities of the foreign jurisdiction and of England have been complied with. If I am not satisfied about any one of those things I can refuse to undertake the matter. There will be cases in which I will insist on a translation of the document.

LEGALISATION: Some countries require additional certification of documents by the Foreign and Commonwealth Office which certifies that the document has been signed and sealed by a bona fide English notary. Sometimes a further certification by the Embassy of the country concerned is required. These are matters which I regularly deal with but which you can obtain if you so wish. You should ask your own adviser whether or not legalisation is required.

NOTARIAL RECORDS: I am obliged to enter details of the matter in my Register and to keep copies of documents and identity documents in my Protocol.

PROFESSIONAL INDEMNITY INSURANCE: I carry cover of £2 million, therefore I limit the level of my liability to you to £2 million.

THE RELEVANT LAW: This is English law and it is agreed that any dispute shall be resolved by the English courts.