

Alan Graham Markham Notary Public

Terms and Conditions of Business

1. These Terms and Conditions of Business and the terms of the attached Data Protection Privacy Notice apply to all Notarial matters with which I deal.
2. My fee takes into account the professional time spent on the matter; its complexity and timescale; any legalisation requirements; travel time etc. I quote competitive fees for all work undertaken.
3. My fees are not subject to VAT, for which my practice is not registered.
4. In addition to my fees, other expenses may be incurred, for example to Companies House, the Foreign & Commonwealth Office, foreign Embassies and Consulates, agents, couriers and postage charges. These expenses are charged at cost.
5. All fees and other expenses must be discharged, by cleared funds on presentation of an invoice, normally at the time of meeting, before documents will be released.
6. My role and responsibility is not to give you legal advice upon your document. You must rely instead on the advice of your own independent legal adviser in the law of the jurisdiction in which the document is intended to, or may, be used.
7. I must be satisfied that you understand the document and, in some cases, may insist on a translation.
8. I will have to verify your identity, your legal capacity, your authority and your approval of the document.
9. In some circumstances, I may decide that I should decline, or cease, to act. Examples of such circumstances are: -
 - when my charges are not paid
 - if I do not receive clear and proper instructions
 - if I believe that the matter involves fraud or violence
10. I keep copies of all notarial acts for as long as required by my professional rules. I also keep copies of all documents produced to me to confirm your identity, and you authorise me to do so. I also keep a register of the details of the matter.
11. Except to the extent excluded or modified by the Unfair Contract Terms Act 1977 (i.e., in relation to personal injury or death) my liability to you is limited to the extent of my professional indemnity liability insurance cover, currently £1,000,000.
12. The law which governs my contract with you is English law, and it is agreed that any dispute relating to my services shall be resolved by the English courts.
13. My notarial practice is regulated through 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

14. If you are dissatisfied about the service you have received, please do not hesitate to contact me.

15. 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.

16. 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 1023
Ipswich IP1 9XB
Email secretary@thenotariessociety.org.uk

If you have any difficulty in making a complaint in writing, please do not hesitate to contact the Notaries Society/the Faculty Office for assistance.

17. 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 8 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
P O Box 6806
Wolverhampton WV1 9WJ
Tel: 0300 555 0333
Email: enquiries@legalombudsman.org.uk
Website: www.legalombudsman.org.uk

18. If you decide to make a complaint to the Legal Ombudsman, you must refer your matter to the Legal Ombudsman within one year from the act/omission or within one year from when you should reasonably have known there was cause for complaint.