

9.5 Client leaflet on fees (by Mr T E N Kemp). Produced and published by the Notaries' Society of England and Wales. Adapted by J. E. P. Pinto, N.P., September 2003.

NOTARIAL TIME & FEES

OUTLINE: These notes are not exhaustive but a preliminary guideline only.
They interrelate with my accompanying green print
“GENERAL NOTES for GUIDANCE re NOTARIAL APPOINTMENTS”.

1. **MY FEES:** My present hourly rate is £250.00 My present minimum fee for a brief matter is normally £50.00. I reserve the right to vary the rate, particularly in respect of extremely urgent and/or onerous or unusual matters.
2. **V.A.T.:** I am not registered (as a Notary) for VAT in the tax year 2008-2009. That may change in the present tax year.
3. **DISBURSEMENTS:** Additionally the client is responsible for all disbursements, including such of the following as are applicable: (1) legalisation fees payable to the Foreign & Commonwealth Office and/or Embassies etc; (2) translators'/interpreters' fees; (3) Companies Registry fees; (4) Agents; (5) travelling expenses where applicable; (6) couriers' and/or other transmission costs.
4. **PAYMENT:** Notarial charges are normally payable upon signature/release of the notarised documentation, although subsequent work may remain to complete the matter. “In case the payment is not made when documents are delivered will apply the Late Payment of Commercial debts (Interest) Act 1998 which applies an interest of 8% above base rate”.
5. **SPECIAL FACTORS** may affect fee rate e.g. (1) complexity, difficulty or novelty; (2) skill, labour, specialised knowledge and responsibility; (3) time; (4) number and importance of documents prepared or perused; (5) place and circumstances in which the business or any part is done; (6) value of any money or property involved; (7) importance of the matter to the client; (8) urgency, disruption, dislocation/re-arrangement of other work; (9) work unavoidably undertaken out-of-office hours.
6. **PLACE OF ATTENDANCE:** Your personal attendance at my office is usually essential where my own photocopying and experienced secretarial facilities are available as required. In exceptional cases justifying attendance at your own address - e.g. in the event of incapacitation - special arrangements can be made but this inevitably increases time and expense.
7. **TIME:** Quite often, one appointment suffices; but fuller details emerging at the appointment may necessitate one or more further meeting(s), possibly the same day in cases of real urgency.
8. **TIME CHARGE:** this applies to all work undertaken from start to finish including preliminary details and advice, preparation, attendances, drafting, phone calls, correspondence, fax, legalisation and terminal work including the Notarial Register and Protocol.
9. **PREPARATION** includes:
 - 9.1 the consideration and/or drafting and/or engrossment of documents before, during or after interviews;
 - 9.2 checking and dealing with (a) any instructions accompanying the documents; (b) missing data; (c) vital accuracy of names/addresses and any variations; (d) any special requirements/formalities of the foreign country;
 - 9.3 obtaining all requisite verifications.
10. **URGENCY:** Urgency and/or expense must not override essential accuracy and validity.

11. YOUR OWN PROFESSIONAL ADVISERS:

- 11.1. Have you taken advice about this matter from your own (a) English lawyer(s) and/or (b) relevant foreign lawyer(s), and/or (c) other competent professional advisers, here or there?
- 11.2. Are you taking the potentially huge risk of relying on documents prepared by another party or its adviser(s), without yourself taking independent legal or other competent professional advice?
- 11.3. Do you want/expect/hope that the notary will do this for you? You may find that a preliminary meeting with me would be cheap at the price and help to clarify your way forward.
- 11.4. Are you trying to save time and/or cost by attempting to cut corners? DIY can be a costly recipe for disaster.

12. COMPARATIVE FEES: If you have attended an English notary in the past, you may have been charged less/undercharged. But times and standards have changed, as indicated by these and my accompanying GENERAL NOTES FOR GUIDANCE (GUIDE). My fees take into account the recommendations of the Notaries Society (adjusted by my proximity to London); these confirm that it should not be assumed that all notaries will, or should, charge the same amount for the same work.

13. STANDARDS: Individual notaries do not write the Rules but have to follow internationally recognised and acceptable procedures. Also, professional requirements in the U.K. have become more stringent and onerous through progressive assimilation with European notarial standards, and global developments affecting notarial practice.

14. STRINGENT RESPONSIBILITIES: Thus, whether you or your agents or other parties wish it or not, the notary as an independent scrutineer has to insist on satisfactory compliance with and/or reliable proof of all appropriate matters, e.g. relating to (1) your identity, (2) your legal capacity/authority, (3) your comprehension and approval, (4) interpretation/ translation, (5) documentary objective, (6) form and substance, (7) voluntary act/undue influence etc. (8) alterations in the document, (9) due signature(s), (10) witnessing, (11) observance of other stipulated formalities at home and abroad, (12) Foreign & Commonwealth Office and/or Consular legalisation.

15. RECIPIENT'S REQUIREMENTS: If the foreign country/authority/party with whom you are dealing stipulates that documents are to be *notarised*, then they will not settle for less. So it is pointless to try to take short cuts - which *WON'T* be acceptable.

16. RISKS OF REJECTION: If we do not do things by the book, unsatisfactory documents are likely to be rejected by the recipient country/authority and *come back to you to start all over again*, at greater expense/loss of time to you, and the risk of your missing a vital deadline/contract etc.

17. FOREIGN & COMMONWEALTH OFFICE AND/OR CONSULAR LEGALISATION: Some countries require notarised documents to receive further certification (usually termed "an Apostille") by the Foreign & Commonwealth Office; and/or legalisation by the relevant High Commission/Embassy/Consulate. Usually I arrange this by post; but clients may if they prefer deal with it themselves in person or by courier - especially if the matter is extremely urgent.

18. REGISTER & PROTOCOL: At the conclusion, a formal register entry has to be made by the notary as a permanent record; and a protocol copy set of the notarised documentation is customarily kept. Frequently, these days, a fully executed set of duplicate originals is required, or advisable, to be retained by the notary. In some instances, the notary may retain the original and issue a certified copy.

19. MY LIABILITY TO YOU:

- 19.1 I am liable if you are injured or die as a result of my negligence. I do not limit that liability in any of the paragraphs of this article 19 or in any other way.
- 19.2 I have no liability (whether in negligence or otherwise) for any loss not reasonably foreseeable before the contract starts, nor any loss of opportunity, goodwill, reputation, business, revenue, profit, or savings you may make, distress, inconvenience, frustration, anxiety, displeasure,

vexation, tension, aggravation, wasted expenditure or data being lost or corrupted, direct, indirect, consequential or punitive damages.

- 19.3 In case of error or omissions of the notarial act due to my direct responsibility, my liability is limited to: (a) to execute again the notarial act without charges to you; (b) to give you back the 100% (one hundred per cent) of the invoice you paid me due to the notarial act. The choice of the paragraphs (a) or (b) above will be up to me; (c) in the paragraphs (a) and/or (b) above, my limitation of liabilities exclude all charges and expenses made by you in relationship to, but not limited to: translations/interpreters, consular/diplomatic expenses, legalisation by the Foreign and Commonwealth Office, the time lost in such process, the lost of opportunities or business(es) for which the notarial act was intend to be used. Therefore and for the avoidance of doubts, I am not liable for the expenses originated or paid to third parties by you or by me in your behalf. I do exclude of my liabilities the fact that you, the client, took or not an independent legal advice in relationship to the construction or opportunity of the notarial act and its further use in England or in a foreign country.
- 19.4 Any liability I have of any sort (including liability for negligence) is limited to £100,000.00 for any event or series of events and £1,000,000.00 for all events in any 12 (twelve) months period.
- 19.5 I do not have any liability of any sort (including liability for negligence) for the acts or omissions of the providers of telecommunications services or for faults in or failures of their networks and equipments, including but not limited to services of: power, office space availability, communications, transport or strikes which delays the notarial act.
- 19.6 Nobody (you and me) will be responsible for those matters which were not forecasted or if forecasted were inevitable (force majeure).
- 19.7 All notarial acts whereas the consent was or is given with error, fraud, violence, intimidation, malice or under false pretences will be invalid or void and I will not be signing. In such a case, I will not assume any liability towards the notarial act nor to you, except the time spent which shall be paid by you. If I find that the notarial act involves any money laundering, I will report it to the appropriate authority.
- 19.8 I do not accept any liability to third parties, even so if I am told or notified of them, according to the reformed (Rights of Third Parties) Companies Act, 1999 regarding privacy of contracts.
- 19.9 The law that govern this contract is the English Law and both parties agree to submit any difference related to my services to the exclusive jurisdiction of the English Courts.
- 19.10 Each provision of the present article 19 operates separately in itself and survives independently of the others.

20. COMPLAINS ABOUT MY FEES OR SERVICES: Once you have received my Invoice, you have 15 (fifteen days) to present a claim. If you have any complain about my fees or my services, please direct such complain:

20.1 To: Notaries Society, P.O. Box 226, Melton, Woodbridge IP12 1WX – DX 41412 Woodbridge;

20.2 With copy to me, J.E.P.Pinto. N.P. 28 Broadway, London SW1H 9JX, Tel. 020 – 7340 9601;

Fax: 020 – 7340 9602. E-mail: jeppinto@googlemail.com - www.englishnotarypublic.com

I AGREE AND ACCEPT ALL THE CONDITIONS OF THE ‘GENERAL NOTES FOR GUIDANCE’ AND ‘NOTARIAL TIME & FEES’.

Date: London, England, ___ of _____ 20__

Signature: _____

Name: _____

Signature: _____

Name: _____

Signature: _____

Name: _____