



Terms of Business – Notarial Practice Rules 2019

We act only on the basis of these Terms of Business.

We charge fees based on the time taken for the whole matter (including making the appointment, travelling or waiting time and the time needed to prepare the official records) at the rate of £350.00 per hour. Generally speaking, it is unlikely that the fee for any transaction will be less than £175.00. In the majority of matters, we agree a fixed quote for work, to allow you to budget. If we issue a fixed quote, this overrides our hourly rates.

Normal Timescales

Timescales very much depend on what we are instructed to do. As part of our quote process, we will inform you of the likely timescale of each set of the service to be provided.

Missed Appointment Charge

Our practice works on the basis of booked appointments. If we book you in, then the time slot we give to you is blocked out. This means that if you miss your appointment without giving us 24 hours notice, we cannot offer the appointment time to another person. In these circumstances, we charge a missed appointment charge of £100.00. You need to cancel at least 24 hours before your appointment, by either calling us, texting us or emailing us (enquiries@fatchett.co.uk).

VAT & Disbursements

Our practice is registered for VAT and this will be charged on notarial services. In addition, third party expenses and fees will be charged, such as charges of the Foreign and Commonwealth Office, Foreign Embassies and Consulates, any agents dealing with the legislation of documents and special postage and courier charges. Our charges are payable on presentation of an invoice which is usually at the time of our meeting or when our services have been provided. Documents may not be released until the invoice has been paid.

The Role of Fatchett & Co Notaries Limited

Part of the Notary's role is to check the facts in the documents they notarise and this sometimes involves obtaining evidence or proof from sources independent of the signatory. With regard to this we will need your full co-operation if it is necessary to add qualifications to our Notarial certificate to make it clear that there are facts which we have not been able to verify, the document may be of less benefit and no liability is accepted if this is the case. Our practice is insured through a reputable insurance company, details of which are available upon request.

In some circumstances, we may consider that we should decline or cease to act. For example, if we do not receive clear or proper instructions or if the matter on which we are instructed involves fraud or violence, or if our charges are not paid.

Storage



Fatchett & Co. Notaries Limited
Registered with the Notaries Society – England and Wales
Registered address 1020 Bristol Road, Selly Oak, Birmingham, West Midlands B29 6LG

Email: Enquiries@fatchett.co.uk

Tel: 0121 437 3490 or 07786 570207

www.fatchett.co.uk



We store without charge copies of all notarial acts for as long as required by the rules. We do not always keep a full copy of your documents or identification materials but reserve the right to do so.

Except so far as excluded by the Unfair Contract Terms Act 1977, our liability for any loss, injury or damage of any nature whatsoever, whether direct or consequential, including (without limitation) in respect of negligence or breach of duty of care is limited to £1,000,000.00 in respect of any one claim or series of related claims.

Regulation

Our notarial practice is regulated through the Faculty Office of the Archbishop of Canterbury.

Complaints

If you are dissatisfied about the service you have received please do not hesitate to contact us. If we are unable to resolve the matter you may then complain to the Notaries Society of which Fatchett & Co. Notaries Limited is 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. 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. 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 eight weeks from the date you first notified us that you were dissatisfied, make your complaint direct to The Legal Ombudsman, if you are not happy with the result. The Legal Ombudsman can be contacted at:

PO Box 6806
Wolverhampton
WV1 9WJ
email enquiries@legalombudsman.org.uk
telephone 0300 555 0333 or visit their website www.legalombudsman.org.uk

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

Fatchett & Co. Notaries Limited