

# DOMINIC P. M. IBBS

## NOTARY PUBLIC

20 Station Road, Gerrards Cross, Buckinghamshire, SL9 8EL, England

[dominic.ibbs@bpcollins.co.uk](mailto:dominic.ibbs@bpcollins.co.uk)

Telephone: 01753 279073 Mobile: 07341566710

### **Terms of Business**

1. MY FEES: My present hourly rate is £200 and my minimum fee is £80 (except for pension life certificates at £50). I reserve the right to vary the rate, in relation to urgent work or work carried out outside ordinary office hours or at the weekend. My fees are not subject to VAT. If a matter can be dealt with by a Commissioner for Oaths ( UK document) I will advise you, so that you may consider attending on a Commissioner who should charge the statutory fee of £5 per document plus £2 for any exhibits, if I am asked to deal with such documents it would be at my usual Notary rates
2. FIXED FEES: I may agree a fixed fee with you if the matter appears straightforward. If at the appointment the matter proves to be more complicated or more documents or people are involved than you indicated, I reserve the right to renegotiate the fee or agree to charge you at my hourly rate.
3. DISBURSEMENTS & EXPENSES: You are responsible for all payments which I make on your behalf. For example, legalisation fees paid to the Foreign Commonwealth and Development Office ('FCDO') or an Embassy, legalisation agents' fees, Companies House fees, courier fees and special postage charges. I will not incur these expenses without first obtaining your consent to do so. I will usually request funds on account of disbursements. I will also charge for mileage if incurred in carrying out your instructions or coming to meet you away from my office.
4. PAYMENT: Fees are payable on the signing of the document or on the receipt of the notarised document. I reserve the right to retain any papers or documents , whether they relate to the matter for which payment is overdue or any other papers or documents that I hold on your behalf, until all of my invoices have been paid
5. TIME SPENT MATTERS: If a time charge applies (ie. if a fixed fee had not been agreed) this includes all work undertaken on your matter from start to finish including preliminary details and advice, preparation, attendances, drafting, phone calls, correspondence including emails, faxes, copying documents and the completion of my register and protocol. Letters, emails and phone calls are charged at a minimum of six-minute units or otherwise at the time taken.
6. PREPARATION: includes reviewing and dealing with any documents presented by you, any instructions accompanying the documents, considering and drafting documents before, during or after meetings, making amendments or completing any blanks in the documents, binding the documents securely and dealing with any special requirements or formalities of the foreign country.



My notarial practice is regulated through the Faculty Office of the Archbishop of Canterbury

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7. **COMMUNICATION BY E-MAIL:** I will communicate by e-mail but will not do so where you inform us (in writing) that this is your wish. I will not accept a claim against me for any loss suffered through the interception and or loss of confidentiality of the contents or the non or late receipt of any internet-based communication. I may decide not to use e-mail if we consider another form of communication more appropriate.
8. **YOUR ADVISERS:** I will not give you legal advice concerning the document. My role is to be satisfied that you understand the content of the document and that you intend to be bound by it. If in doubt you should seek the advice of a professional who is qualified to advise in relation to the law of the jurisdiction to which the document is to be sent.
9. **MY RESPONSIBILITIES:** I have to be satisfied as to your identity, your legal capacity, your authority and understanding and approval of the contents of the document. I may sometimes insist on a translation; I will seek to ensure that the document, is correctly executed. I must be satisfied that it is your voluntary act and that no fraud, violence or duress are involved and that formalities required either under English or foreign law are observed. If I am not satisfied in relation to any of these aspects, I can refuse to undertake the matter.
10. **FCDO AND/OR CONSULAR LEGALISATION:** Some countries require a document to be legalised. This the process by which a state agency confirms that my seal and signature are those of an English notary. The Foreign and Commonwealth Office attach an apostille to the document. Sometimes the document then has to go to the London Embassy for the country to where the document will be sent. The Embassy will then attach its own certificate to the document. Your lawyer should advise you of the need for legalisation. If not, you should ask them about it. I should be able to obtain the necessary legalisation and will discuss cost and time scale with you, it is likely that I will use a consular agent to do this and will seek funds on account from you for their fees. I will not obtain legalisation unless specifically instructed to do so. You can deal with legalisation yourself if you wish.
11. **RECORD KEEPING:** At the end of the matter, I will record the main details in my register and keep copies of the notarised document and proof of identity in my records.
12. **INSURANCE:** I am covered by professional indemnity liability cover of £5 million pounds which is more than the minimum level of cover specified by the Master of the Faculty.
13. **RELEVANT LAW:** 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.

