

James Edward Lamb

Notary Public

c/o Lamb & Holmes

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Client Registration Form

Date & time of Appointment:	
Full Name of applicant	
Company Name <i>if applicable</i>	
Address:	
Post Code:	
Daytime Telephone number:	
Evening Telephone number:	
Mobile Telephone number:	
Email address:	
Occupation:	
How did you hear about us?	

Terms and Conditions:

1. **HOURS OF BUSINESS:** My office hours are 09.00 to 16:30 from Monday to Friday. In appropriate cases I can arrange to see you outside my usual office hours, or away from the office. In such cases I would charge a reasonable fee for travelling time plus the cost of my travel.
2. **RESPONSIBILITY:** A Notary's first duty is to the transaction as a whole. Notarial acts are relied upon by clients, third parties and foreign governments and officials worldwide. Unless otherwise agreed in writing, a Notary's responsibility is limited to the Notarial formalities and does not extend to advice on or drafting of documentation or in relation to substantive legal input on the matter under consideration. I do not give foreign law advice
3. **FEES:** My present hourly rate is £180 and my minimum fee is £85. I reserve the right to vary these rates in respect of extremely urgent work or work done outside ordinary office hours or at the weekend.
4. **PAYMENT:** My charges are normally payable on presentation of my invoice (usually at the meeting) by cash, cheque, visa or debit card or by immediate BACS transfer. Notarised documents will not normally be released until all fees and disbursements have been paid in full.
5. **DISBURSEMENTS:** You are responsible for all payments which I make on your behalf. Typical examples are legalisation fees paid to the Foreign and Commonwealth Office and/or an Embassy, legalisation agents' fees, Companies Registry fees, courier fees and special delivery postage charges. However, I shall not incur these expenses without first obtaining your consent to do so.
6. **DOCUMENTATION TO BE PREPARED:**
I may need more than one appointment to finalise the matter, particularly if it is necessary for me to prepare all or some of the documentation.
7. **PROOF OF IDENTITY:** Identification of individuals and proof of residential address is required. This is usually by way of a current passport, photo card driving licence or national identity card and a recent gas, electricity or other bill or bank statement. Exceptionally, other proof may be acceptable.
If you act on behalf of a company, I will need to establish that it exists and that the signatory has authority to represent it. I generally conduct my own checks at Companies House. In some cases I may ask you to produce a certificate of incorporation, good standing certificate or other similar evidence.
8. **WRITTEN TRANSLATION:** In cases where I do not have knowledge of the language in which the document is written, official translations may be required

9. **LIABILITY:** I carry professional indemnity liability cover of £1,000,000 which is the minimum level of cover specified by the Master of the Faculties. I therefore limit the level of my liability to you to £1,000,000 unless you are injured or die as result of my negligence, in which case my liability is without limit.
10. **COMPLAINTS:** I aim to provide all clients with an efficient and high standard of service. However, in the unlikely event that you should wish to complain, then you should follow the complaints procedure set out below. Notaries are regulated by the Faculty office of the Archbishop of Canterbury: The Faculty Office, 1, The Sanctuary, Westminster, London SW1 3JT, Telephone: 020 72225381, E-mail: faculty.office@1thesanctuary.com Website: www.facultyoffice.org.uk

If you are dissatisfied about the service you have received, please do not hesitate to contact me. If I am unable to resolve the matter then you may 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.

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, Old Church Chambers, 23 Sandhill Road, St James, Northampton NN5 5LH, E-mail: secretary@thenotariessociety.org.uk, Tel: 01604 758908

If you have any difficulty making a complaint in writing, please do not hesitate to call 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 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, E-mail: enquiries@legalombudsman.org.uk, Website: www.legalombudsman.org.uk

If you decide to make a complaint to the Legal Ombudsman you must refer your matter to the Legal Ombudsman within six months from the conclusion of the complaint process.

*certain kinds of commercial entities are not eligible to make a complaint to the Legal Ombudsman – please refer to the Legal Ombudsman Scheme Rules or consult the Faculty Office.

11. **RECORDS:** At the end of the matter, a formal entry of the main details of your transaction together with copies of the notarised document may be kept. In particular, when I am requested to certify some documents such as public deeds, the above details will also be kept in my notarial protocols.
12. **EMAIL COMMUNICATIONS:** In performing my services I may wish to send messages and documents to you by electronic mail (email). Like other means of communication, email is not entirely risk-free and carries with it the possibility (among other things) of corruption, inadvertent misdirection, non-delivery of confidential material, inadvertent deletion or unauthorised access. Nevertheless, I believe that the use of email can sometimes deliver worthwhile benefits in terms of speed, accuracy and efficiency of communications, and I recommend that where applicable it should be used in relation to the provision of my services in your matter. Accordingly, I shall unless you notify me to the contrary in writing, regard your acceptance of my terms of engagement as including your agreement to the use of email.
13. **DATA PROTECTION:** Except as explained below, I will maintain my professional and legal obligations of confidentiality in relation to the work I undertake for you and in relation to information which comes into my possession in the course of undertaking that work. However, provided that any such disclosures are limited to need-to-know basis, I may make disclosure of information which is confidential to you.
 - a. For the purposes of acting for you including without limitation disclosures to your other advisers or third parties involved in the work I am undertaking for you, such as FCO, Foreign Embassies and legalisation agents;
 - b. To my staff, accountant and auditor for the purpose of my accounts,
 - c. To my professional indemnity insurers in relation to your matter if it becomes necessary under the terms of my professional indemnity insurance to notify communications which would ordinarily be protected by legal professional privilege,
 - d. As required by law or by any regulatory authority to which I am subject;
 - e. For the purposes of complying with my obligations under anti-money laundering or counter terrorist financing legislation for the time being in force;
 - f. For the purpose of applying my risk management policies.
 - g. For my legitimate interests (or those of a third party) and your interests; and
 - h. For any public interest.
14. **ANTI-MONEY LAUNDERING:** Notaries are obliged under the Anti-Money Laundering Legislation to take measures to protect against fraud and forgery. To ensure that I comply with this you acknowledge and agree that I may make all such enquiries as I deem necessary or appropriate in order to comply with my duty, and you will provide me with such documents and information as I may request. Your failure to do so will entitle me to terminate my engagement and cease acting for you forthwith.
15. **EQUALITY AND DIVERSITY:** I am committed to promoting equality and diversity in all of its dealings with clients and third parties.
16. **THE 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.

Special instructions

This section only applies if your document(s) need to be legalised. We will complete this for you or with you.

Notarial Fees £

- Legalisation Service:
- Legalisation Service – agents fees for Apostille only
up to 3 documents - £24.00
£5 for each additional document
PLUS £30.00 Foreign Office Apostille Fee for each document
- Consular Services – for Apostille and embassy legalisation
£
-

Embassy legalisation? Yes No

Embassy/ Consular Fees £

- Document return arrangements Client to collect
- Forward via Royal mail Courier
- Forward to address as over address as below

I accept that if I require the notary to forward any documents after completion then this will be at my risk.

Courier fees £

Total Fees £

For Official Use:

Payment method	<input type="checkbox"/> Debit Card	<input type="checkbox"/> Credit Card	<input type="checkbox"/> Cash	<input type="checkbox"/> Cheque	<input type="checkbox"/> Invoice
Identification	<input type="checkbox"/> Personal <input type="checkbox"/> Company				
Type of document					
Country required for					

Further Instructions:

I have read, understood and agree to the terms and conditions contained in this Client Registration Form.

Signature of applicant Date