

TERMS OF BUSINESS

INTRODUCTION

In these terms, 'I', 'me' or 'my' refers to the business of Yin Yin Tan (t/a) YT Notary and 'you' and 'your' refers to you and/or any principals for whom you may be acting.

These terms set out the basis on which my work for you is carried out. Unless otherwise expressly agreed in writing between us, my services and the fee charged are based on these terms.

SCOPE OF SERVICE

The services provided by me are those of a Notary Public carrying out all permitted notarial activities including, where appropriate, arranging legalisation of documents and sending them to their final destination. Each matter is different - the requirements and timescales will vary greatly but some of the typical key stages are likely to include:

1. Reviewing the documents to be notarised together with any instructions you may have received;
2. Liaising with third parties to obtain necessary information (including, where documents are to be certified, checking with the issuing authorities or institution that they are genuine);
3. Checking the identity, capacity and authority of any

person signing the document(s);

4. Meeting with the signatory to ascertain that they understand what they are signing and that they are doing so of their own free will and ensuring that the document is executed correctly;
5. Preparing appropriate notarial certification;
6. Arranging for the legalisation of the document(s); and
7. Arranging for the storage of copies of all notarised documents in accordance with the requirements of the Notarial Practice Rules 2019

I offer appointments during business hours and occasionally outside of business hours in exceptional circumstances. I am also prepared to make home visits or visit corporate clients at their place of business. If the notarial appointments take place outside of my office, I will make an additional charge to cover travelling time and expenses. Occasionally I may not be able to see you within the timeframe you require, or I may decide that I am not able to act for you in which case I will advise you that that is the case and will provide you with the necessary information to locate an alternative notary.

REFERRALS

I have no formal arrangements with any other person or business relating to the introduction of clients. Any such

informal arrangements I may have do not involve the payment or receipt of any commission.

RESPONSIBILITIES

You agree to provide full and frank disclosure of all relevant facts and circumstances relating to the matter on which you have instructed me. A Notary's duty involved a high standard of care towards anyone relying on his/her certification and I must therefore be fully satisfied with all information provided before finalising my certification.

My responsibility to you is limited to carrying out and advising on notarial and legalisation formalities. I will not be attempting to advise you about the transaction itself.

I seek to comply at all times with the approved Code of Practice for Notaries, details of which can be found at

<https://www.facultyoffice.org.uk/notaries/code-of-practice>

FEES & DISBURSEMENTS

Fees: For straightforward matters, I will endeavour to charge a fixed fee which includes disbursements (where relevant – see below). I do not charge VAT and my minimum fee is £90.

For more complicated matters the fee will be based on my hourly rate of £250, plus disbursements. The fee charged may include time spent on preliminary advice/ drafting, phone calls, correspondence,

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travelling expenses and record keeping.

Disbursements: Any disbursements – e.g. legalisation fees, translator or interpreter fees, travelling expenses, company search fees, etc. – are payable in addition to my fees. All payments to third party suppliers are made on the basis that it is your responsibility to pay for the goods or services supplied and that the payments are made by me on your behalf, acting as your agent. By accepting these terms of business, you are granting me permission to make any such payments.

Estimates: On accepting instructions, I will provide you with a written estimate of fees and disbursements. Any such estimate is based on information available to me at the time and, although given in good faith, will not be binding unless a fixed fee has specifically been agreed.

Occasionally unforeseen issues arise during the course of the matter which may result in a revision of my fee estimate. Examples of this could include where additional documents are required to be notarised, additional translations or legalisations are needed to meet the requirements of the receiving jurisdiction, third party fees are adjusted to reflect external factors. I will notify you as soon as possible in the event of any changes to an estimate.

Payment: Payment of my fees and disbursements can be made by cash (up to maximum of £500) or bank transfer.

Payment is due on notarization of the document(s) and I shall be entitled to full payment of my fees and expenses prior to release of any completed documentation. Any invoices rendered are payable in full within seven (7) days of delivery. I reserve the right – at my discretion – to require payment of some or all of the fees and expenses in advance of any work being carried out.

NOTARIAL RECORDS & DATA PROTECTION

When I carry out my work for you, I am required to make an entry in a formal register, which is kept by me as a permanent record. I will retain a copy of the notarised documentation with that record. My practice is a registered with the [Information Commissioner's Office \(ICO\)](#) under Registration No. ZB811217.

Personal data received from clients is held securely and not capable of being accessed externally. All data collected is used solely for the purposes of meeting our professional and legal obligations. For full details of my Data Protection Privacy Policy please see my website – [ytnotary.com](#) – or copies can be provided upon request.

LIMITATIONS ON LIABILITY

My liability for each separate transaction shall not exceed the level of my professional indemnity cover (at least £1,000,000.00 per claim).

I accept no liability whatsoever arising from any incomplete, inaccurate or incorrect instructions or information provided by you, any third party or agent, or for any economic or

consequential losses. I also accept no liability for any losses (including economic or consequential losses) incurred as a result of the loss of documents or any other failure on the part of any postal/courier service or other third party instructed on your behalf.

CLIENT IDENTIFICATION

For individuals acting on their own behalf, I will need you to produce a minimum of (1) photo ID – i.e. current valid passport or driving licence and (2) proof of address – i.e. an original utility bill/bank statement less than three months old.

If you are unable to produce these documents or are acting in some other capacity e.g. on behalf of a company, as executor of a will etc., I will advise you on alternative/ additional identification required.

TERMINATION

Termination by you: You may terminate your instructions to me at any time by giving me reasonable written notice. All fees and disbursements incurred up to the date.

Consumer Cooling Off Cancellation Period – Consumer Contracts Regulations 2013 ('CCR')

Where you are an individual consumer and have instructed me and our contract was concluded either at or following a meeting with you or by a form of distance communication, you have a cancellation period of fourteen (14) days after the date you sign my retainer letter or the date on which you continue to give me instructions, whichever is earlier.

You can cancel your contract within the cancellation period by giving me a clear statement and I will reimburse all payments received from you by the same method that you used, at no cost to you, without undue delay, and not later than 14 days after the day on which you inform me of the cancellation.

If you ask me to begin work during the cancellation period, you can still cancel but you must pay me an amount in proportion to the work which I have performed and this proportion will not be reimbursed to you.

Termination by me: I reserve the right to terminate my engagement by you if I have good reason to do so, e.g. if you do not pay an invoice or comply with a request for a payment on account or other co-operation which I am reasonably entitled to expect.

In the event of termination either by you or by me, I shall be entitled to charge for all work carried out, together with any disbursements incurred, up to the date of termination.

COMPLAINTS PROCEDURE

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

The Faculty Office
1 The Sanctuary
Westminster
London SW1P 3JT

T: 020 7222 5381
E: Faculty.office@1thesanctuary.com
W: 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 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.

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
E: 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 me that you were dissatisfied, make your complaint to the Legal Ombudsman, if you are not happy with the result:

Legal Ombudsman, PO Box 6167, Slough SL1 0EH

T: 0300 555 0333
E: enquiries@legalombudsman.org.uk
W: 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 one year from the act/omission or within one year from when you should reasonably have known there was cause for complaint.

GOVERNING LAW

These terms of business and any disputes or claims arising out of or in connection with them and the provision of services to you are governed by and construed in accordance with the laws of England and Wales. Jurisdiction for any dispute lies with the courts of England.

If any provision of these terms is held by any court or other competent authority to be void or unenforceable in whole or part, these terms shall continue to be valid as to other provisions thereof and the remainder of the affected provision.

When you have read and understood these terms, please either sign and return a copy to us or indicate your acceptance in some other way. If you fail to do so, but continue to instruct me in relation to your matter, then you will be deemed to have accepted these terms in any event.

Signed: _____

Dated: _____