

TERMS AND CONDITIONS FOR THE SUPPLY OF SERVICES

Between:

- (1) **Lease Conferences Limited** registered in England and Wales under company number 04761269 and whose registered office is at Fleetbank House, 2-6 Salisbury Square, London, EC4Y 8JX (“**us**”, “**we**”, “**our**”); and
- (2) The person or firm who purchases Listings Services, as specified in the Application Form (“**you**”, “**your**”).

Your attention is particularly drawn to the limitation of liability in clause 7.

1. INTERPRETATION

1.1 In these Conditions, the following definitions apply:

“**Application Form**” means your application for Listing Services;

“**Business Day**” means a day (other than a Saturday, Sunday or public holiday) when banks in London are open for business;

“**Commencement Date**” has the meaning set out in clause 2.3;

“**Complaints Policy**” means our complaints policy as published on our Website from time to time;

“**Conditions**” means these terms and conditions as amended from time to time in accordance with clause 10.8;

“**Contract**” means the contract between you and us for the supply of Listing Services in accordance with these Conditions;

“**Directory**” means our directory of leasehold practitioners and professionals accessible from our Website;

“**Directory Information**” has the meaning set out in clause 3.1;

“**Fee**” means the fee payable by you for the provision of Listing Services in accordance with clause 5;

“**Insolvency Event**” means, in relation to you or your business, you suspend, or threaten to suspend, payment of your debts or are unable to pay your debts as they fall due or are deemed unable to pay your debts or you have any partner to whom any of the foregoing apply; you commence negotiations with all or any class of your creditors with a view to rescheduling any of your debts, or make a proposal for or enter into any compromise or arrangement with your creditors; a petition is filed, a notice given, a resolution passed, or an order made, for or in connection with your winding up; you are the subject of a bankruptcy petition or order; a creditor or encumbrancer attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or against the whole or any part of your assets; an application or order is made for the appointment of an administrator or a notice of intention to appoint an administrator is given or an administrator is appointed over you; a floating charge holder over your assets has become entitled to appoint or has appointed an administrative receiver; a person becomes entitled to appoint a receiver over your assets or a receiver is appointed over your assets; or any event occurs or proceeding is taken in any jurisdiction to which you are subject that has an effect equivalent or similar to any of the foregoing;

“**Intellectual Property Rights**” means all patents, rights to inventions, utility models, copyright and related rights, trade marks, service marks, trade, business and domain names, rights in trade dress or get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database right, topography rights, moral rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications for and renewals or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world;

“**Listing Services**” means the listing of your Directory Information by us on the Directory;

“**Website**” means our website at <http://directory.lease-advice.org/> or such other domain name as notified by us from time to time;

“**Website Terms of Use**” means our website terms of use which apply to all users of the Directory from time to time.

1.2 In these Conditions, the following rules of interpretation apply:

- 1.2.1 a person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality);
- 1.2.2 a reference to a party includes its personal representatives, successors or permitted assigns;
- 1.2.3 a reference to a statute or statutory provision is a reference to such statute or statutory provision as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted;

1.2.4 any phrase introduced by the terms “including”, “include”, “in particular” or any similar expression, shall be construed as illustrative and shall not limit the sense of the words preceding those terms; and

1.2.5 a reference to “writing” or “written” includes documents provided in an electronic form (including e-mails and on websites).

2. BASIS OF CONTRACT

2.1 The submission by you of an Application Form (together with our Fee in accordance with clause 5) constitutes an offer by you to purchase Listing Services from us in accordance with these Conditions.

2.2 By submitting the Application Form in accordance with clause 2.1 above, you warrant and represent that:

2.2.1 you are a lawyer, managing agent, surveyor/valuer, accountant, insurance provider or estate agent providing the services and expertise set out in the Application Form;

2.2.2 you have the requisite knowledge and expertise (and such knowledge and expertise is relevant and up to date) in order to provide the services set out in your Application Form and you are meeting the requirements of any regulator or professional body governing your profession or practice; and

2.2.3 the terms of the Application Form and any information you provide are complete and accurate.

2.3 Your offer shall only be deemed to be accepted when we issue written acceptance of the Application Form at which point and on which date the Contract shall come into existence. The written acceptance will include notice of the intended date that your Directory Information will be included on the Directory (“**Commencement Date**”) but time is not of the essence in our performance of our obligations under the Contract.

2.4 The Contract, together with our Complaints Policy and our Website Terms of Use constitutes the entire agreement between the parties. You acknowledge that you have not relied on any statement, promise or representation made or given by or on behalf of us which is not set out in the Contract.

2.5 These Conditions apply to the Contract to the exclusion of any other terms that you seek to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

3. YOUR DIRECTORY INFORMATION

3.1 Your Application Form must contain the following details in relation to your business, which will be published in the Directory (“**Directory Information**”):

3.1.1 name;

3.1.2 address;

3.1.3 website address;

3.1.4 telephone number and/or email address;

3.1.5 registered company number (if applicable);

3.1.6 details of key contacts together with their telephone number, and/or email address (optional), and/or relevant expertise (optional); and

3.1.7 a copy of your company logo (if an “Enhanced or Premium Listing” is selected in your Application Form and the appropriate Fee paid).

3.2 As the Directory Information will appear on our Directory, you are responsible for ensuring that the Directory Information is correct. You will have the opportunity to identify and correct any input errors prior to completing your submission by using the edit function. We do not review, verify, approve or edit your Directory Information and we will not be liable for any errors in your Directory Information appearing on the Directory.

3.3 We will provide you with a user ID and password in order to access, edit and update your Directory Information. You must ensure that your user ID and password are kept confidential. You must notify us in writing immediately if you become aware of any unauthorised use of your account or password. You are responsible for any activity on our Website arising out of your failure to keep your user ID and/or password confidential and will be liable for any losses arising out of such failure. You must not use any other person’s user ID or password to access our Website. We may disable your user ID and password in our sole discretion without notice or explanation.

3.4 You shall:

3.4.1 update your Directory Information as required from time to time;

3.4.2 co-operate with us in all matters relating to the Listing Services;

- 3.4.3 provide us with such information as we may reasonably require in order to supply the Listing Services, and ensure that such information is accurate in all material respects.
- 3.5 If our performance of any of our obligations under the Contract are prevented or delayed by any of your acts or omissions or your failure to perform any relevant obligation ("**Customer Default**"):
- 3.5.1 we shall without limiting our other rights or remedies have the right to suspend performance of the Listing Services until you remedy the Customer Default and to rely on the Customer Default to relieve us from the performance of any of our obligations to the extent the Customer Default prevents or delays our performance of any of our obligations;
- 3.5.2 we shall not be liable for any costs or losses sustained or incurred by you arising directly or indirectly from your failure or delay to perform any of your obligations as set out in this clause 3.
- 4. LISTING SERVICES**
- 4.1 Subject to any earlier termination or suspension in accordance with clause 8 below, we will publish your Directory Information on the Directory for a period of 12 months from the Commencement Date ("**Listing Period**") and such Directory Information will be searchable by and available to visitors to the Directory during the Listing Period.
- 4.2 In the event that you select an "Enhanced Listing" in your Application Form (and you pay the relevant Fee) and we agree to provide you with an Enhanced Listing your Directory Listing will include your company logo in the search results, and a brief description of your service on the Detail page.
- 4.3 In the event that you select a "Premium Listing" in your Application Form (and you pay the relevant Fee) and we agree to provide you with a Premium Listing your Directory Listing will include your company logo in the listings, and a brief description of your service on the Detail page, and we will ensure that any search of the Directory that relates to your region will return your Directory Information within the top five search results.
- 5. FEES AND PAYMENT**
- 5.1 In consideration of us providing the Listing Services you shall pay to us a Fee in accordance with this Clause 5.
- 5.2 The Fee is calculated in accordance with our price list, which is published on our Website from time to time. We may vary our price list from time to time but this will not affect any existing Contract between you and us for the provision of Listing Services.
- 5.3 Our Fee is exclusive of amounts in respect of value added tax ("**VAT**"). Where any taxable supply for VAT purposes is made under the Contract you shall pay to us such additional amounts in respect of VAT at the same time as you pay the Fee.
- 5.4 The Fee shall be payable by you in full, without any deduction or set off in cleared funds at the time that you submit your Application Form. Instructions on how to make payments will be published on our Website from time to time.
- 6. INTELLECTUAL PROPERTY RIGHTS**
- 6.1 All Intellectual Property Rights in or arising out of or in connection with the Listing Services shall be owned by us or our licensors.
- 6.2 You warrant and represent to us that you own all Intellectual Property Rights comprised in the Directory Information and you hereby grant to us a royalty free worldwide irrevocable licence for the term of the Contract to use any such Intellectual Property Rights to the extent necessary in order to provide the Listings Services under the Contract.
- 6.3 You shall indemnify us and keep us indemnified against any claim, demand, complaint, expense, cost, liability, loss or outgoing relating to our publication or use of the Directory Information (including in respect of any claim that the Directory Information or our publication or use of it infringes the Intellectual Property Rights of any third party).
- 7. LIMITATION OF LIABILITY**
- 7.1 Nothing in these Conditions shall limit or exclude our liability for:
- 7.1.1 death or personal injury caused by our negligence, or the negligence of our employees, agents or subcontractors;
- 7.1.2 fraud or fraudulent misrepresentation; or
- 7.1.3 breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession).
- 7.2 Subject to clause 7.1:
- 7.2.1 we shall under no circumstances be liable to you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any business losses (including loss of profit, income, revenue, opportunities, anticipated savings, contracts or goodwill) or any indirect or consequential loss arising under or in connection with the Contract;
- 7.2.2 we shall under no circumstances be liable to you for any loss or corruption of data, database or software; and
- 7.2.3 our total liability to you in respect of all other losses arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed the Fee paid by you for the Listing Services.
- 7.3 The terms implied by sections 3 to 5 of the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded from the Contract.
- 7.4 This clause 7 shall survive termination of the Contract.
- 8. SUSPENSION AND TERMINATION**
- 8.1 Without limiting our other rights or remedies, we shall have the right to suspend provision of the Listing Services under the Contract and temporarily remove your Directory Information from the Directory if:
- 8.1.1 we receive a complaint from any third party relating to your business or your Directory Listing (in which case we shall comply with the terms of our Complaints Policy in respect of such complaint);
- 8.1.2 any of the events listed in clause 8.2.2 to clause 8.2.7 applies, or we reasonably believe that any such event is about to or is likely to apply.
- 8.2 Without limiting our other rights or remedies, we may terminate the Contract with immediate effect by giving written notice to you if:
- 8.2.1 you commit a material breach of the Contract and (if such a breach is remediable) you fail to remedy that breach within five (5) Business Days of you being notified in writing of the breach;
- 8.2.2 the inclusion of your Directory Information on the Directory conflicts with our or The Leasehold Advisory Service's purpose, objectives or obligations or brings us or The Leasehold Advisory Service into disrepute or there is a risk (in our reasonable opinion) of any such conflict or bringing into disrepute;
- 8.2.3 you or your Directory Information breach our Website Terms of Use;
- 8.2.4 your Directory Information breaches any Intellectual Property Rights of any third party;
- 8.2.5 an Insolvency Event occurs in relation to you or your business;
- 8.2.6 you suspend or cease, or threaten to suspend or cease, to carry on all or a substantial part of your business; or
- 8.2.7 you (being an individual) die or, by reason of illness or incapacity (whether mental or physical), become incapable of managing your own affairs or become a patient under any mental health legislation.
- 8.3 We reserve the right to discontinue our Directory at any time in our sole discretion and, in such a case the Contract shall terminate with effect from the date of discontinuance of the Directory. Where we are reasonably able to do so we will provide you with advance notice of the decision to discontinue the Directory, however, in certain cases the decision to discontinue the Directory may be taken by a third party (including by a Government department or agency) and in such a case we will be unable to provide advance notice of such discontinuance.
- 8.4 If you wish to remove your Directory Information from the Directory, you should notify us in writing to info@lease-advice.org. The Contract will be terminated with effect from our receipt of your written notice.
- 9. CONSEQUENCES OF TERMINATION**
- 9.1 In the event that we discontinue our Directory and terminate the Contract in accordance with Clause 8.3 we will provide you with a refund of such proportion of the Fee as we determine to be reasonable in light of the amount of the Listing Period that remains outstanding as at the date of discontinuance.
- 9.2 On termination of the Contract for any reason:
- 9.2.1 we shall immediately remove your Directory Information from the Directory;
- 9.2.2 save as set out in clause 9.1 above, you will not be entitled to a refund of any Fee paid by you in respect of Listing Services;
- 9.2.3 the accrued rights, remedies, obligations and liabilities of the parties as at expiry or termination shall not be affected, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination or expiry; and

9.2.4 clauses which expressly or by implication have effect after termination shall continue in full force and effect.

10. GENERAL

10.1 Force majeure

10.1.1 For the purposes of this Contract, "**Force Majeure Event**" means an event beyond our reasonable control including but not limited to strikes, lock-outs or other industrial disputes (whether involving our workforce or the workforce of any other party), failure of a utility service, communication or transport network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or subcontractors.

10.1.2 We shall not be liable to you as a result of any delay or failure to perform our obligations under this Contract (including any non-availability of our Website, the Directory or your Directory Information) as a result of a Force Majeure Event.

10.2 Assignment and subcontracting

10.2.1 We may at any time assign, transfer, charge, subcontract or deal in any other manner with all or any of our rights under the Contract and may subcontract or delegate in any manner any or all of our obligations under the Contract to any third party or agent.

10.2.2 You shall not, without our prior written consent, assign, transfer, charge, subcontract or deal in any other manner with all or any of your rights or obligations under the Contract.

10.3 Notices

10.3.1 Any notice or other communication required to be given to us under or in connection with this Contract shall be in writing and shall be delivered by email to info@lease-advice.org or by prepaid first-class post to our registered office. Any notice or other communication required to be given to you under or in connection with this Contract shall be in writing and sent to you using such contact details as set out in your Application Form (or such other address or contact details as notified by you from time to time).

10.3.2 Any notice or other communication shall be deemed to have been duly received if delivered personally, when left at the address referred to above or, if sent by pre-paid first-class post, at 9.00 am on the second Business Day after posting or if sent by email, on the next Business Day after transmission.

10.3.3 This clause 10.3 shall not apply to the service of any proceedings or other documents in any legal action.

10.4 Waiver

10.4.1 A waiver of any right under the Contract is only effective if it is in writing and shall not be deemed to be a waiver of any subsequent breach or default. No failure or delay by a party in exercising any right or remedy under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor preclude or restrict its further exercise. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.

10.4.2 Unless specifically provided otherwise, rights arising under the Contract are cumulative and do not exclude rights provided by law.

10.5 Severance

10.5.1 If a court or any other competent authority finds that any provision of the Contract (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed deleted, and the validity and enforceability of the other provisions of the Contract shall not be affected.

10.5.2 If any invalid, unenforceable or illegal provision of the Contract would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.

10.6 **No partnership:** Nothing in the Contract is intended to, or shall be deemed to, constitute a partnership or joint venture of any kind between any of the parties, nor constitute any party the agent of another party for any purpose. No party shall have authority to act as agent for, or to bind, the other party in any way.

10.7 **Third parties:** A person who is not a party to the Contract shall not have any rights under or in connection with it.

10.8 **Variation:** We may vary these Conditions from time to time by providing notice of such variation to you. Subject to the foregoing, any variation,

including the introduction of any additional terms and conditions, to the Contract, shall only be binding when agreed in writing and signed by us.

10.9 **Governing law and jurisdiction:** This Contract, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with, English law, and the parties irrevocably submit to the exclusive jurisdiction of the courts of England and Wales

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