

## TERMS FOR ENHANCED TRIBUNAL DECISIONS SERVICE

### 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 the Enhanced Services, as specified in the Application (“**you**”, “**your**”).

**Your attention is particularly drawn to the limitation of liability in clause 6.**

### 1. INTERPRETATION

#### 1.1 In these Conditions, the following definitions apply:

“**7-Day Trial Period**” has the meaning given in clause 5.2;

“**Application**” means your application for Enhanced 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 2.2;

“**Conditions**” means these terms and conditions as amended from time to time in accordance with clause 9.7;

“**Consumer**” means an individual acting for purposes which are wholly or mainly outside that individual’s trade, business, craft or profession;

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

“**Enhanced Services**” means the enhanced services as set out in clause 4.1;

“**Fee**” means the fee payable by you for the provision of Enhanced 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;

“**Original Materials**” means any databases, summaries or other original materials published by us with or to accompany or supplement any Tribunal Decisions on our Website;

“**Term**” means the period of 12 calendar months from the Commencement Date, including any 7-Day Trial Period (if applicable) and subject to any earlier termination in accordance with clause 7 below;

“**Tribunal Decisions**” means the decisions of the First-tier Tribunal (Property Chamber) (previously the Leasehold Valuation Tribunal (LVT));

“**Website**” means our website at <http://www.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 Website from time to time together with the additional terms on which we make the Tribunal Decisions and any Original Materials available on the Website, copies of which are available here and here.

#### 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 AND TERM**

- 2.1 The submission by you of an Application constitutes an offer by you to purchase Enhanced Services from us in accordance with these Conditions.
- 2.2 Your offer shall only be deemed to be accepted when we issue written acceptance of the Application at which point and on which date the Contract shall come into existence (“**Commencement Date**”).
- 2.3 The Contract, together with 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.
- 2.4 These Conditions and our Website Terms of Use 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 RESPONSIBILITIES**

- 3.1 You shall comply with our Website Terms of Use in relation to your use of the Website, including the accessing and use of any Tribunal Decisions and any Original Materials.
- 3.2 As part of your Application, you will be required to enter a user ID and password in order to access the Enhanced Services. 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 the Enhanced Services. We may disable your user ID and password in our sole discretion without notice or explanation.

## 4. **ENHANCED SERVICES**

- 4.1 We publish copies of the Tribunal Decisions on our Website and allow users to search and access such Tribunal Decisions free of charge in accordance with and subject to our Website Terms of Use. In consideration of you paying us the Fee, we will allow you to access the following Enhanced Services in relation to the Tribunal Decisions for the Term:
- 4.1.1 advanced search functionality including various filters enabling detailed results to be found more quickly;
- 4.1.2 executive summaries of each Tribunal Decision highlighting key information (the type and amount of key information will vary depending on the type of decision);
- 4.1.3 the ability to “favourite” search results and store download history for later reference.
- 4.2 For the avoidance of any doubt, access to the Tribunal Decisions remains free of charge during the Term and the Fee payable by you relates to the Enhanced Services set out in clause 4.1 above only. At the termination or expiry of the Term, you will continue to receive access to the Tribunal Decisions in accordance with and subject to the Website Terms of Use (unless your access to our Website is terminated or suspended in accordance with those terms).

## 5. **FEES AND PAYMENT**

- 5.1 In consideration of us providing the Enhanced Services you shall pay to us a Fee in accordance with this Clause 5.
- 5.2 If you have not previously received the Enhanced Services, we provide a no obligation trial of the Enhanced Services for a period of 7 days from the Commencement Date (“**7-Day Trial Period**”). If you qualify for the 7-Day Trial Period, the Fee shall be payable by you on the expiry of the 7-Day Trial Period. If you fail to pay the Fee on the expiry of the 7-Day Trial Period the Contract shall immediately terminate without notice.
- 5.3 If you are not eligible for the 7-Day Trial Period, the Fee shall be payable by you at the time that you submit your application.
- 5.4 All Fees shall be payable by you in full, without any deduction or set off in cleared funds. Instructions on how to make payments will be published on our Website from time to time.
- 5.5 The Fee shall be the price as published on our Website from time to time. We may vary the Fee from time to time but this will not affect the Fee payable by you in respect of any Term that has already commenced. If you

enter into a new contract following the expiry of the Term, the applicable fee will be the price published on our website at the relevant time.

- 5.6 The Fee published on our Website includes amounts in respect of value added tax ("VAT") (where applicable) at the current rate.

## 6. LIMITATION OF LIABILITY

***The Website Terms of Use (which includes the additional terms on which we make the Tribunal Decisions and Original Materials available on the Website) (which can be accessed here and here) set out important terms in respect of how the Tribunal Decisions and Original Materials are intended to be used, the reliance you may place on them and exclusions and limitations on our liability. You should ensure that you read these carefully. In addition, the remaining provisions of this clause 6 set out our liability in respect of the provision of the Enhanced Services.***

### **If you are a Consumer**

- 6.1 Subject to clause 6.2 and in addition to the exclusions and limitations set out in our Website Terms of Use (which includes the additional terms on which we make the Tribunal Decisions and Original Materials available):
- 6.1.1 we will not be liable to you (whether in contract, in tort (including negligence) or for breach of statutory duty) for any loss or damage that is not a foreseeable result of our breach or negligence (meaning loss or damage that is not an obvious consequence of our breach or if it was not contemplated by you and us at the time we entered into the Contract);
- 6.1.2 you agree not to use the Enhanced Services for any commercial or business purposes and accordingly we have no liability to you for any loss of profit, income or anticipated savings, loss of business, business interruption or loss of business opportunity, contracts or goodwill.
- 6.2 We do not in any way exclude or limit our liability for:
- 6.2.1 death or personal injury caused by our negligence, or the negligence of our employees, agents or subcontractors;
- 6.2.2 fraud or fraudulent misrepresentation;
- 6.2.3 breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession); or
- 6.2.4 any other liabilities in any way that is not permitted under English law.
- 6.3 As a Consumer you have certain legal rights and remedies. You should contact your local trading standards office or consumer advice service if you are unsure about your legal rights and remedies.

### **If you are not a Consumer**

- 6.4 Subject to clause 6.6 and in addition to the exclusions and limitations set out in our Website Terms of Use (which includes the additional terms on which we make the Tribunal Decisions and Original Materials available):
- 6.4.1 we will not be liable to you (whether in contract, in tort (including negligence) or for breach of statutory duty) for any for any indirect or consequential loss arising under or in connection with the Contract and the provision of the Enhanced Services;
- 6.4.2 we will not be liable to you (whether in contract, in tort (including negligence) or for breach of statutory duty) for any loss of profit, income or anticipated savings, loss of business, business interruption or loss of business opportunity, contracts or goodwill;
- 6.4.3 our total liability to you in respect of all other losses arising under or in connection with the Contract and the provision of the Enhanced Services, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed the Fee paid by you for the Enhanced Services.
- 6.5 Except as expressly stated in these Conditions, we do not give any representation, warranties or undertakings in relation to the Enhanced Services. Any representation, condition or warranty which might be implied or incorporated into these Conditions by statute, common law or otherwise is excluded to the fullest extent permitted by law.
- 6.6 Nothing in these Conditions shall limit or exclude our liability for:
- 6.6.1 death or personal injury caused by our negligence, or the negligence of our employees, agents or subcontractors;
- 6.6.2 fraud or fraudulent misrepresentation;

6.6.3 breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession); or

6.6.4 any other liabilities in any way that is not permitted under English law.

## 7. **TERMINATION AND CANCELLATION**

7.1 Without limiting our other rights or remedies, we may terminate the Contract with immediate effect by giving written notice to you if:

7.1.1 you fail to pay the Fee on the expiry of the 7-Day Trial Period (if applicable);

7.1.2 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;

7.1.3 you breach our Website Terms of Use;

7.1.4 an Insolvency Event occurs in relation to you or your business.

7.2 We reserve the right to discontinue the provision of Enhanced Services at any time in our sole discretion by providing you with one month's notice of such. In such a case the Contract shall terminate with effect from the date of discontinuance of the Enhanced Services.

7.3 If you are a Consumer, you have the right to cancel the Contract within 14 days without giving any reason. The cancellation period will expire after 14 days from the day of the conclusion of the Contract. To exercise the right to cancel, you must inform us of your decision to cancel the Contract by clear statement by post to Lease Conferences Limited, Fleetbank House, 2-6 Salisbury Square, London, EC4Y 8JX or by email to [info@lease-advice.org](mailto:info@lease-advice.org) or by telephone to 020 7832 2500. You may use the attached model cancellation form but it is not obligatory. To meet the cancellation deadline, it is sufficient for you to send your communication concerning your exercise of the right to cancel before the cancellation period has expired. If you cancel the Contract in accordance with this right, we will reimburse to you all payments received from you under the Contract. If you requested to begin the performance of the services during the cancellation period, you shall pay us an amount which is in proportion to what has been performed until you have communicated your cancellation to us, in comparison with the full coverage of the Contract. We will make the reimbursement within 14 days after the day on which we are informed about your decision to cancel using the same means of payment as you used initially.

## 8. **CONSEQUENCES OF TERMINATION**

8.1 In the event that we discontinue our Directory and terminate the Contract in accordance with Clause 7.2 we will provide you with a refund of such proportion of the Fee as relates to the amount of the Term that remains outstanding as at the date of termination.

8.2 On termination of the Contract for any reason:

8.2.1 your access to the Enhanced Services shall immediately cease;

8.2.2 save as set out in clause 8.1 above (and clause 7.3 if you are a Consumer and you exercise your right to cancel), you will not be entitled to a refund of any Fee paid by you in respect of Enhanced Services;

8.2.3 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

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

## 9. **GENERAL**

### 9.1 **Events beyond our reasonable control**

9.1.1 For the purposes of the Contract, "**event beyond our reasonable control**" 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.

9.1.2 We shall not be liable to you as a result of any delay or failure to perform our obligations under the Contract (including any non-availability of our Website or the Tribunal Decisions) as a result of any event beyond our reasonable control.

- 9.2 **Transferring your rights:** your rights under the Contract are personal to you and you shall not (without our prior consent) transfer any of your rights or obligations under the Contract to a third party.
- 9.3 **Notices**
- 9.3.1 If you are a Consumer you may contact us to cancel the Contract in accordance with clause 7.3. Save as set out in clause 7.3, any notice or other communication required to be given to us under or in connection with the Contract shall be in writing and shall be delivered by email to info@lease-advice.org or by post to Lease Conferences Limited, Fleetbank House, 2-6 Salisbury Square, London, EC4Y 8JX. Any notice or other communication required to be given to you under or in connection with the Contract shall be in writing and sent to you using such contact details as set out in your Application (or such other address or contact details as notified by you from time to time).
- 9.3.2 If you are not a Consumer, 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.
- 9.3.3 This clause 9.3 shall not apply to the service of any proceedings or other documents in any legal action.
- 9.4 **Waiver:** if we fail to insist that you perform any of your obligations under the Contract, or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have waived our rights against you and will not mean that you do not have to comply with those obligations. If we do waive a default by you, we will only do so in writing, and that will not mean that we will automatically waive any later default by you.
- 9.5 **Severance:** each of the paragraphs of these terms operates separately. If a court or any other relevant 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 remaining provisions of the Contract will remain in full force and effect.
- 9.6 **Third parties:** a person who is not a party to the Contract shall not have any rights under or in connection with it.
- 9.7 **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.
- 9.8 **Governing law and jurisdiction:** the Contract, and any dispute or claim arising out of or in connection with the Contract or its subject matter or formation, shall be governed by and interpreted in accordance with English law. You and we both agree that the courts of England and Wales shall have exclusive jurisdiction to settle any such dispute or claim. However, if you are a Consumer, and you are a resident of Northern Ireland you may also bring proceedings in Northern Ireland and if you are a resident of Scotland you may also bring proceedings in Scotland.

## Cancellation Form

If you are a Consumer and you wish to cancel your contract under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 ("**Consumer Contracts Regulations**") you may use this cancellation form, although you are not obliged to do so. Please refer to our Terms for full details of your rights under the Consumer Contracts Regulations.

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### Model Cancellation Form

*(Complete and return this form only if you wish to withdraw from the contract)*

To: *Lease Conferences Limited, Fleetbank House, 2-6 Salisbury Square, London, EC4Y 8JX, email [info@lease-advice.org](mailto:info@lease-advice.org)*

I/we\* hereby give notice that I/we\* cancel my/our\* contract of sale of the following goods\*/for the supply of the following service\*:

.....

Ordered on\*/received on\*:

.....

Name of consumer(s):

.....

Address of consumer(s):

.....

Signature of consumer(s) (only if this form is notified on paper)

.....

Date

.....

(\* delete as appropriate)