

TERMS AND CONDITIONS FOR THE PROVISION OF A TELEPHONE AND WRITTEN ADVICE SERVICE IN THE LEASEHOLD SECTOR

- (1) **Lease Conferences Limited** registered in England and Wales under company number 04761269 and whose registered office is Fleetbank House, 2-6 Salisbury Square, London, EC4Y 8JX (“**us**”, “**we**”, “**our**”); and
- (2) The person or firm who purchases Telephone Advice Service or Written Advice Service (“**you**”, “**your**”).

If you are a Consumer (as defined below) Section A and B will apply

If you are a Business Customer (as defined below) Section A and C will apply

SECTION A

The following terms apply to both Consumers and Business Customers. Your attention is particularly drawn to our obligations in clause 5

1. INTERPRETATION

1.1 In these Conditions, the following definitions apply:

“ Acceptance ”	has the meaning set out in clause 2.2;
“ Advice Call ”	means a call received by us which requires initial advice to be given by telephone to you;
“ Business Customer ”	any customer other than a Consumer;
“ 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;
“ 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 11.7;
“ Consumer ”	an individual accessing the Services wholly or mainly for personal use and not in connection with your trade, business, craft or profession;
“ Contract ”	means the contract between us and you for the supply of Services subject to and in accordance with these Conditions;
“ Customer Default ”	has the meaning set out in clause 5.6;
“ Event Outside Our Control ”	has the meaning set out in clause 10.1;

“Fee”	means the fee payable by you for the provision of the Services in accordance with clause 6;
“Group”	means in relation to a company, that company, any subsidiary or holding company from time to time of that company, and any subsidiary from time to time of a holding company of that company;
“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 patents, rights to inventions, copyright and related rights, trade marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to

apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world;

“Order”	means a Telephone Advice Order and/or a Written Advice Order;
“Telephone Advice Order”	means your order for the Telephone Advice Service;
“Telephone Advice Service”	means the telephone advice service to be provided by us to you;
“Services”	means the Telephone Advice Service and the Written Advice Service;
“Website”	means our website at www.lease-advice.org or such other domain name as notified by us from time to time;
“Written Advice Order”	means your order for the Written Advice Service;
“Written Advice Service”	means the written advice service to be provided by us to you.

1.2 In these Conditions, the following rules 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 faxes and e-mails.

2. **BASIS OF CONTRACT**

2.1 The submission by you of an Order (together with our Fee) constitutes an offer by you to purchase the Telephone Advice Service or the Written Advice Service (as applicable) in accordance with these Conditions.

2.2 Your offer shall only be deemed to be accepted when we issue written

acceptance of the Order ("**Acceptance**") at which point and on which date the Contract shall come into existence ("**Commencement Date**").

- 2.3 If there is any inconsistency between any provisions of these Conditions, the Order and the Acceptance, the provisions of the Acceptance shall prevail over the Order and these Conditions and the provisions of these Conditions shall prevail over the provisions of Acceptance.

3. **TELEPHONE ADVICE SERVICE**

- 3.1 You will be provided with the telephone number and confirmation of the time and date of the Advice Call in the Acceptance.
- 3.2 An Advice Call is strictly limited to fifteen (15) minutes per call. The fifteen (15) minute period will begin at the time stated in the Acceptance.
- 3.3 You are requested to be ready with a concise summary of your enquiry and the legal question you wish to ask. We will, where possible and appropriate, provide initial basic information related to your enquiry on any of the areas of law listed in clause 5.1 below based on what you tell us. If your enquiry relates to any other area of law not listed in clause 5.1 we are under no obligation to provide any information or advice.
- 3.4 Information on an Advice Call will only be given by telephone and not in writing. Documents (including letters and other written communications) cannot be considered or drafted.
- 3.5 Due to the nature of the Telephone Advice Service, we are not able to guarantee that you will be able to speak to an adviser of your choice.

4. **WRITTEN ADVICE SERVICE**

- 4.1 You will provide full details of your enquiry in the Written Advice Order. We will where possible and appropriate provide, initial basic written advice based on the information provided within ten (10) Business Days of the Acceptance of your Written Advice Order.
- 4.2 A written advice response is strictly limited to forty (40) minutes per enquiry. The forty (40) minute period will begin at the time stated in the Acceptance.
- 4.3 If your enquiry relates to an area of law not listed in clause 5.1 below, we are under no obligation to provide any information or advice. If we are unable to provide written advice because the enquiry relates to an area not listed in clause 5.1 we will not accept your Order and we will refund the Fee within five (5) Business Days.
- 4.4 If your enquiry cannot be addressed by initial advice (for example because of the complexity of the matter or because of the estimated time to provide initial advice exceeds the 40 minute time period) we will notify you within three (3) Business Days of the Acceptance ("**Notification**"). The Notification will include details of any additional Fee payable for us to provide written advice. If you do not wish to proceed you must notify us in writing within five (5) Business Days of the Notification and we shall refund the Fee paid within five (5) Business Days of you notifying us you do not wish to proceed.

4.5 Should you chose to use the Written Advice Service, you may express your preference for a particular adviser to handle your enquiry, and [we shall use reasonable endeavours](#) to assign your enquiry to that specific, named adviser.

5. **OUR OBLIGATIONS**

5.1 The Services cover the following areas of law of England & Wales:

5.1.1 **Initial advice on the law as it relates to long residential leasehold or park homes.**

5.2 Any information provided through the Telephone Advice Service and Written Advice Service is given as a general initial advice only and is based on the information provided by you during the Advice Call or in the Written Advice Order (as applicable). The advice provided should not be relied upon as a substitute for formal legal advice given in the context of full information (including documentation) being provided.

5.3 We, and any member of our Group, are under no obligation to take any action or represent you as a result of your call or your request for written advice.

5.4 We are not authorised by the Financial Conduct Authority to provide advice and cannot advise you on any tax consequences of your enquiry or the merits of investment transactions or exercising investment rights or act as an arranger or broker of transactions. You should ask your accountant to advise on such matters.

5.5 We warrant to you that the Services will be provided using reasonable care and skill.

5.6 If our performance of any of our obligations under the Contract is prevented or delayed by any act or omission by you or failure by you to perform any relevant obligation ("**Customer Default**"):

5.6.1 we shall without limiting our rights or remedies have the right to suspend performance of the Services until you remedy the Customer Default, and we 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; and

5.6.2 we shall not be liable for any costs or losses sustained or incurred by you arising directly or indirectly from our failure or delay to perform any of our obligations as set out in this clause 5.

6. **FEES**

6.1 In consideration of us providing the Services you shall pay to us a Fee in accordance with this clause 6.

6.2 The Fee payable will be set out in the Order. If no price is quoted in the Order, the Fee shall be based on the price set out on our website as at the Commencement Date.

6.3 Our Fee is exclusive of amounts in respect of value added tax ("**VAT**"). Where any such 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.

- 6.4 The Fee shall be payable by you in full without any deduction or set off in cleared funds at the time you submit your Order. Instructions on how to make payments will be published on our Website from time to time.

7. **COMPLAINTS**

In the event of a problem arising or you being dissatisfied with the Services provided, we have a comprehensive Complaints Policy. [www.lease-advice.org/about-us/compliments-and-complaints/]

8. **INTELLECTUAL PROPERTY RIGHTS**

- 8.1 All Intellectual Property Rights in or arising out of or in connection with the Services shall be owned by us.
- 8.2 You acknowledge that, in respect of any third party Intellectual Property Rights, your use of any such Intellectual Property Rights is conditional on us obtaining a written licence from the relevant licensor on such terms as will entitle us to license such rights to you.

9. **CONFIDENTIALITY**

We will not reveal confidential information about you or your enquiry to other people unless you agree. We may be required by law to reveal certain information about you to authorities such as the Police or HM Revenue & Customs in relation to matters such as tax, fraud and money laundering. In the unlikely event we may have to share such information with colleagues and third parties, in this respect you agree to waive our duty of confidence to you and the 'legal professional privilege' that attaches to your communications with us and in particular to the communications between you and the person handling your enquiry.

10. **EVENTS OUTSIDE OUR CONTROL**

- 10.1 For the purposes of this Contract, an "**Event Outside Our Control**" means a cause or event subsisting at any time which is beyond the reasonable control of the relevant Party including but without limitation acts of God, fire, flood, earthquake, windstorm or other natural disaster; war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, breaking off of diplomatic relations or similar actions; terrorist attack, civil war, civil commotion or riots; nuclear, chemical or biological contamination or sonic boom; fire, explosion or accidental damage; loss at sea; extreme adverse weather conditions; collapse of building structures; interruption or failure of utility service, including but not limited to electric power, gas, water or telephone line; and labour disputes including but not limited to strikes, industrial action or lockouts
- 10.2 We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under the Contract that is caused by an Event Outside Our Control.

10.3 If an Event Outside Our Control takes place that affects the performance of our obligations under the Contract:

10.3.1 we will contact you as soon as reasonably possible to notify you; and

10.3.2 our obligations under the Contract will be suspended and the time for performance of our obligations will be extended for the duration of the Event Outside Our Control. Where the Event Outside Our Control affects our delivery of Goods to you, we will arrange a new [delivery] date with you after the Event Outside Our Control is over.

10.4 Either Party may cancel the Contract if an Event Outside Our Control takes place and continues for longer than ten (10) Business Days.

11. GENERAL

11.1 Assignment and other dealings

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

11.1.2 You shall not, without our prior written consent, assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any or all of its rights or obligations under the Contract.

11.2 Notices

11.2.1 Any notice or other communication given to a party under or in connection with the Contract shall be in writing, addressed to that party at its registered office (if it is a company) or its principal place of business (in any other case) or such other address as that party may have specified to the other party in writing in accordance with this clause, and shall be delivered personally, sent by pre-paid first class post or other next working day delivery service, commercial courier, fax or e-mail.

11.2.2 A notice or other communication shall be deemed to have been received: if delivered personally, when left at the address referred to in clause 14.2.1; if sent by pre-paid first class post or other next working day delivery service, at 9.00 am on the second Business Day after posting; if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed; or, if sent by fax or e-mail, one Business Day after transmission.

11.2.3 The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action.

11.3 Severance

11.3.1 If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall

be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the Contract.

- 11.3.2 If any provision or part-provision of this Contract is invalid, illegal or unenforceable, the parties shall negotiate in good faith to amend such provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision.
- 11.4 **Waiver.** A waiver of any right under the Contract or law 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 provided under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict its further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.
- 11.5 **No partnership or agency.** Nothing in the Contract is intended to, or shall be deemed to, establish any partnership or joint venture between the parties, nor constitute either party the agent of the other for any purpose. Neither party shall have authority to act as agent for, or to bind, the other party in any way.
- 11.6 **Third parties.** A person who is not a party to the Contract shall not have any rights to enforce its terms.
- 11.7 **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.
- 11.8 **Governing law.** 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 the law of England and Wales.
- 11.9 **Jurisdiction.** Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Contract or its subject matter or formation (including non-contractual disputes or claims). If you are a Consumer and a resident of Northern Ireland you may also bring proceedings in Northern Ireland, and if you are a Consumer resident in Scotland, you may also bring proceedings in Scotland.

SECTION B

The clauses in this section apply only to Consumers. Your attention is particularly drawn to our liability to you in clause 15

12. YOUR RIGHTS TO CANCEL AND APPLICABLE REFUND

- 12.1 You have a legal right to cancel this Contract under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 ("**Consumer Contracts Regulations**") without giving any reason during the

period set out below in clause 12.2.

- 12.2 The cancellation period will expire 14 days after you have received the Acceptance from us (“**Cancellation Period**”). However, once we have completed the Services you cannot change your mind, even if the period is still running. If you cancel after we have started the Services, you must pay us for the Services provided up until the time you tell us that you have changed your mind.
- 12.3 Your right to cancel does not apply in respect of the Services, once these have been completed, even if the Cancellation Period is still running
- 12.4 To cancel a Contract under the Consumer Contracts Regulations you must inform us using the contact details set out in the Acceptance of your decision to cancel the Contract by a clear statement (e.g. a letter sent by post or email). You may use the [model cancellation form](#) which is available from our website but this 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 expiry of the Cancellation Period.
- 12.5 If you cancel the Contract under the Consumer Contract Regulations, you will receive a full refund of the price you paid for the Services, by the method you used for payment. We may deduct from any refund an amount for the supply of the Services for the period for which it was supplied, ending with the time when you told us you had changed your mind. The amount will be in proportion to what has been supplied, in comparison with the full coverage of the Contract.

13. **CONSUMER RIGHTS**

We will perform the Services with reasonable care and skill. As a Consumer, you have legal rights if we do not meet this standard. Advice about your legal rights is available from your local Citizens’ Advice Bureau or Trading Standards office. Nothing in these Terms will affect those legal rights.

14. **OUR RIGHT TO CANCEL**

- 14.1 we may cancel the Contract at any time by notifying you in writing if:
 - 14.1.1 we are subject to an Event Outside Our Control which lasts for ten (10) Business Days;
 - 14.1.2 you fail to pay the Fee in accordance with clause 6 and you still do not make payment within 2 Business Days of us reminding you that payment is due.
- 14.2 If we have to cancel the Contract under clause 14.1 and you have made any payment in advance for Services that have not yet been provided, we will refund these amounts to you.

15. **OUR LIABILITY TO YOU**

- 15.1 If we fail to comply with this Contract, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking this Contract or our failing to use reasonable care and skill, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it

will happen or if, at the time the contract was made, both we and you knew it might happen, for example, if you discussed it with us during the sales process.

- 15.2 We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors; for fraud or fraudulent misrepresentation; for breach of your legal rights in relation to the Services.
- 15.3 We shall not be in any way liable for any loss or damage you suffer as a result of:
- 15.3.1 any errors or omissions in the information or details that you provide to us;
 - 15.3.2 your failure to provide to us the information that we require in order to provide the Services to you;
 - 15.3.3 your failure to obtain formal legal advice where recommended by us or to carry out any other action that we suggest that you do;
 - 15.3.4 any changes to the law occurring after the date on which you use the Services.
- 15.4 Subject to clause 15.2 and 15.3, 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 £500,000.
- 15.5 We only supply the Services to you for domestic and private use and shall not be liable for any loss of profit, loss of business, business interruption, or loss of business opportunity. If you use the Services for any commercial or business purpose our liability to you will be limited as set out in clause 18.

16. **HOW WE MAY USE YOUR PERSONAL INFORMATION**

- 16.1 We will use the personal information you provide to us to:
- 16.1.1 provide the Services;
 - 16.1.2 process your payment for such Services; and
 - 16.1.3 inform you about similar products or services that we provide, but you may stop receiving these at any time by contacting us.
- 16.2 You agree that we may pass your personal information to third parties necessary for us to perform our obligations under this Contract.

SECTION C

The clauses in this section apply only to Business Customers. Your attention is particularly drawn to Limitation of Liability in clause 18

17. **ADDITIONAL TERMS**

- 17.1 The Contract, together with the Order and Acceptance constitutes the entire agreement between the parties. You acknowledge that you have not relied on

any statement, promise, representation, assurance or warranty made or given by or on behalf of us which is not set out in the Contract.

17.2 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

17.3 If you cancel a scheduled Advice Call:

17.3.1 at least twenty four (24) hours before the scheduled Advice Call, we shall refund to you the Fee within five (5) Business Days; or

17.3.2 within twenty four (24) hours before the scheduled Advice Call or after the scheduled Advice Call you shall not be entitled to a refund of the Fee unless otherwise agreed by us in writing.

18. **LIMITATION OF LIABILITY**

18.1 [Nothing in these Conditions will limit the exclusions and limitations set out in our Website Terms and Conditions of Use](#)

18.2 Nothing in these Conditions shall limit or exclude our liability for:

18.2.1 death or personal injury caused by our negligence, or the negligence of our employees, agents or subcontractors;

18.2.2 fraud or fraudulent misrepresentation; or

18.2.3 breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession).

18.3 We shall not be in any way liable for any loss or damage you suffer as a result of:

18.3.1 any errors or omissions in the information or details that you provide to us;

18.3.2 your failure to provide to us the information that we require in order to provide the Services to you;

18.3.3 your failure to obtain formal legal advice where recommended by us or to carry out any other action that we suggest that you do;

18.3.4 any changes to the law occurring after the date on which you use the Services.

18.4 Subject to clause 18.2 and 18.3:

18.4.1 we shall under no circumstances whatever be liable to you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with the Contract; and

18.4.2 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 £500,000.

18.5 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.

18.6 This Clause 18 shall survive termination of the Contract.

19. **TERMINATION**

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

19.1 you fail to pay the Fee in accordance with clause 6;

19.2 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;

19.3 you breach our website [Terms of Use](#);

19.4 your breach any Intellectual Property Rights of any third party;

19.5 an Insolvency Event occurs in relation to you or your business;

19.6 if an Event Outside Our Control continues for a period of ten (10) Business Days;

19.7 you suspend or cease, or threaten to suspend or cease, to carry on all or a substantial part of your business; or

19.8 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.

20. **CONSEQUENCES OF TERMINATION**

On termination of the Contract for any reason:

20.1 the accrued rights, remedies, obligations and liabilities of the parties as at expiry or termination shall be unaffected, 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

20.2 clauses which expressly or by implication survive termination shall continue in full force and effect.