

## **TERMS & CONDITIONS FOR HOME INFORMATION PACKS**

### **CLIENT AGREEMENT**

1. These terms and conditions should be read in conjunction with the letter, fax or e-mail confirming your instructions. The terms apply to all your instructions, unless specifically excluded, and will govern our relationship in the future. The terms are subject to English Law.

### **INSTRUCTIONS**

2. You shall submit your instructions to us by:
  - 2.1 completing the online instruction form on our website at [www.se-law.co.uk/residential-property](http://www.se-law.co.uk/residential-property); or
  - 2.2 completing the instruction form provided to you by your estate agent and returning it to us by post, e-mail or fax at the address, e-mail address or fax number as appropriate set out in that form.
3. Until you receive confirmation of your instructions from us in writing either by e-mail, fax or post there shall be no binding agreement between you and us.

### **FEES AND PAYMENT**

4. You shall make payment of our fees and third party payments immediately following our confirmation of your instructions.
5. Value Added Tax (VAT) will be added to our fees and where applicable to third party payments at the prevailing rate.
6. If any payment is not received by the due date we shall be entitled (without prejudice to any other right or remedy):
  - 6.1 to charge interest on the outstanding amount from the due date at the rate payable on judgment debts (currently 8%) accruing on a daily basis; or
  - 6.2 to require payment on account of all or part of any third party payments; or
  - 6.3 to suspend our services to you until such payment is made.
7. When we receive instructions from, or on behalf of, more than one person or company to deal with any particular matter, each person or company for whom we are acting will be separately responsible for payment of the full amount of our fees and expenses.
8. Money held by us on your behalf may be taken by us in payment or part payment of our invoices whether overdue or not.
9. If the Home Information Pack (No. 2) Regulations 2007 (or any amendment or re-enactment thereof) are repealed or amended then any fees and third party payments which are due and payable at the date of such repeal or amendment shall remain due and payable, notwithstanding that part or all of the services provided to you under these terms and conditions may no longer be required.
10. We will in each case deliver a VAT invoice, but this must by law, be addressed to the client for whom we have performed the service. Where a third party is to pay our fees the third party will not usually be able to recover the VAT element.

### **YOUR OBLIGATIONS**

11. You shall provide us with such information and documentation as we may reasonably require to enable us to perform our obligations to you.
12. You acknowledge that failure to comply with clause 11 may result in a delay in the production of the Home Information Pack.
13. We may charge you for any additional reasonable costs and expenses incurred by us as a result of your failure to provide instructions or to comply with clause 11.

### **YOUR AGREEMENT TO INDEMNIFY US**

14. You agree to indemnify us against any liability or expense which we are legally obliged to pay or incur as a result of acting for you.

### **LIMITATION OF LIABILITY**

15. Our total liability for loss or damage for breach of contract, negligence or other tort, breach of fiduciary duty or trust or otherwise (other than for fraud) is £20 million for any matter or transaction or series of connected or associated matters or

transactions. You accept that this represents a reasonable limitation of liability, reflecting as it does modern commercial practice and the fact that we are obliged to carry professional indemnity insurance cover of no less than the minimum cover required by the Law Society from time to time.

16. Nothing in this clause shall operate to limit our liability for any matter for which we are unable to exclude or limit our liability by operation of law.

17. If any part of this clause is held to be ineffective the remainder of this clause shall continue to apply.

### **THIRD PARTIES AND OUR LIABILITY**

18. Advice given by us in the course of a matter is provided to you and you alone and only in relation to the particular circumstances of your instructions. We do not accept any liability for the use of any such advice by any other person without our express prior written consent.

### **COPYRIGHT REMAINS WITH US**

19. We retain all copyright, database and other intellectual property rights in the Home Information Pack prepared by us but where documents are prepared for your use, we grant you an irrevocable, royalty free licence to use those documents for the purpose for which they were prepared. The Home Information Pack must not be copied or reproduced without our prior consent in writing.

### **TERMINATION AND SUSPENSION OF SERVICE**

20. You may terminate your instructions to us in writing at any time.

21. We may decide to suspend our service or stop acting for you only where we have reasonable grounds to do so. In this event a written notice of our intention with an explanation of the reasons will be provided.

22. If our instructions are terminated we are entitled by law to retain your papers and documents if there is any money owing to us or there is any liability outstanding for which we remain without recourse.

23. In the event of termination a final invoice will be delivered which is payable upon receipt.

24. We reserve the right to suspend our service or stop acting for you if:

- 24.1 any of our invoices are unpaid or any sums requested to be paid on account are not paid in accordance with our terms & conditions;
- 24.2 we cannot continue to act without being in breach of rules of professional conduct;
- 24.3 we are unable to obtain clear instructions from you; or
- 24.4 for any reason there has been a serious breakdown in confidence between us.

### **STORAGE AND DESTRUCTION OF PAPERS & DOCUMENTS**

25. Your file of papers will be retained for a minimum of six years on the understanding that we have your authority to destroy it after this period of time. This does not apply to documents or deeds deposited with us for safe custody.

26. We do not normally charge you for retrieving papers or documents from storage if it is in relation to continuing or new instructions. However we reserve the right to make a charge, other than in such circumstances, based upon time spent producing stored papers or documents together with time spent reading, corresponding or other work necessary to comply with your instructions.

### **SERVICE QUESTIONNAIRES**

27. A short questionnaire may be sent to you shortly after completion of your matter. If you do not wish to receive this questionnaire please contact us and let us know.

### **DATA PROTECTION**

28. We will need to store personal information about you in order to provide you with legal services, and may disclose that information to third parties in the course of acting for you. We will also keep some of your personal information so that we can contact you with legal updates and information about our services, which may be of interest to you. This information will not be passed to any third party for marketing purposes, but if you would prefer us not to keep it at all, please contact the Marketing Manager, Spratt Endicott, 52-54 the Green, Banbury, OX16 9AB.

29. In the case of limited companies and similar organisations, please note that we may keep personal information about individuals involved in the company for the same reasons. Please ensure that any staff to whom this may apply are informed of this. Information stored for marketing purposes will only be used as a means of contacting your organisation, but if you would prefer us not to keep it at all, please contact us at the address given above.

### **CONFIDENTIALITY**

30. If your instructions to prepare a Home Information Pack on your behalf have come via an estate agent whom you have instructed to sell your property, your acceptance of these terms and conditions will be treated by us as your authority for your estate agent to follow the progress of its preparation online. Please note that your estate agent will have no access to your file itself which will be kept confidential at all times.

**CONSUMER PROTECTION (DISTANCE SELLING) REGULATIONS 2000**

31. By accepting these terms and conditions:

- 31.1 you accept that you will not have the right to cancel your agreement with us under Regulation 10 of the Consumer Protection (Distance Selling) Regulations 2000 (or any amendment or re-enactment thereof) (the “Regulations”) once we have commenced work on your behalf with your agreement; and
- 31.2 you expressly agree that we may commence work immediately after we have confirmed your instructions in accordance with clause 3 and before the expiry of the cancellation period given by the Regulations.