

THE LEASEHOLD ADVICE CENTRE

www.LeaseholdAdviceCentre.Co.Uk



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Terms & Conditions



1. No material supplied by us at any time or material from this website or any other website operated, licensed, owned, or controlled by us may be republished, reproduced, copied, uploaded, transmitted, or distributed in any way, save for your own personal, non-commercial use. We make no representation that anything contained are appropriate or available for use in particular outside of England. This website and any assistance / information / advice we provide are not meant to describe or give a full interpretation of the law; only the courts can do that. Nor does it cover every case. If you are in any doubt about your rights and duties then seek specific advice. We are unable to guarantee the outcome of serving an Initial Notice of Claim upon the Landlord or any subsequent application to The Leasehold Valuation Tribunal that may separately be made either by us or by you or your client at a later date.

2. Whilst we use reasonable efforts to include accurate and up to date information we make no warranties or representations thereto. Legislation is regularly changing and or being amended. No responsibility can be accepted by us for any omission or error relative to any Notices that you or your client prepare & or serve no matter how such error or omission arose and you hereby agree not to rely on any of the information contained herein or provided. Under no circumstances, shall we be liable for your reliance on any such information nor shall we be liable for any direct, indirect, consequential damages that result from the use of, or the inability to use, this & any other material provided.

3. We reserve the right to refuse to act for any individual / body should we so wish and will not be obliged to provide any reasons or explanations for so doing. We also reserve the rights to alter or delete material at any time and may, at any time, revise the terms of this Agreement by updating this website. You are bound by any such revision and should therefore frequently visit this section to check the terms of Agreement. By viewing and or using this / these website(s) as you signify your agreement & acceptance to these terms. If you do not agree to please do not use this / these website(s).

4. Where we have specifically confirmed fees in writing to you following which there is then a revision of fees, then the terms stated to you will continue to apply for 1 month following our letter even if there has been an increase since that time. However, should you not have instructed us within the 1 month period stated and our fees are reviewed then we reserve the right to increase our fees in line with the current charges although it is of course entirely up to you whether you accept such revision.

5. We will only use the information that we collect about you in accordance with the Data Protection Act. We collect your name, address, telephone number & e-mail address in order to provide you with the best possible service & will not contact you in the future if you ask us not to do so.

6. Where we state that we will make an application to The Leasehold Valuation Tribunal this solely relates to preparing and submitting the application itself for which an additional charge would be made although this would be specifically agreed with you in advance. It does not cover any fee or charges payable to them or any associated costs relative to any such application & we will not attend the hearing. You would be advised to consider having representation at an LVT hearing, by means of a Valuer / Surveyor and or possibly a solicitor. Any such representation is your responsibility to arrange and pay for. Following an application being made usually Directions will be issued which will require specific actions to be carried out, including providing documentation, exchanging same with the Landlord / their representatives, specialists reports etc. all of which is solely your responsibility and is excluded from our service / fees unless otherwise specifically agreed with you in writing beforehand. Any application to a Court for a Vesting Order are expressly not included within our fees.

7. Any instruction received cannot be accepted on a time conditional basis. Therefore we are not responsible in any way for any loss / losses you may incur or the resulting increase in premium or value thereof, either directly or indirectly as a result of any Notice not being served or received by a specific date.

8. Unless otherwise specifically requested it is our normal procedure to serve all Notices by first class post with a Certificate of Posting.

9. Where the fees quoted include the formation and incorporation of a Company (be that RTM or otherwise) are on the strict understanding that all and any lessees are capable of being admitted as a member / shareholder thereof & we cannot be held responsible if either this is not possible or for any additional charges made due to adjustments required to Memorandum & Articles of Association to vary them to adapt to specific unusual circumstances. Should a flat sell, where the owner is a Member of the RTM Company, prior to the Notice of Claim having been served then an additional charge of £200 + VAT would apply in respect of our charges to prepare the paperwork in respect of the admission of the new flat owner. Furthermore the Notice of Claim cannot be served whilst the previous flat owner is a Member of the RTM Company and we rely upon our instructing officer / RTM Company to notify us in the event of any such changes to the ownership of any of the flats in a timely manner.

10. It is considered that these terms & conditions are accepted, together with any others that may be on any correspondence / forms that are sent to you upon you returning a completed form instructing us with any matter regardless as to whether that form has been physically signed or not.

11. Whilst we will always try to be as accommodating as possible, should any matter be significantly delayed by the client for any period of more than 3 months then we reserve the right not to be obliged to proceed or liable to proceed any further without any responsibility or liability to return any fees. Where we are prepared to continue the process then further fees may apply than those initially agreed.

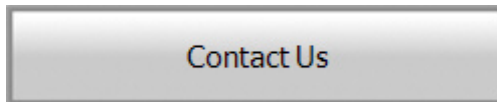
12. It is a condition of our terms that prior to you signing or approving any Notice prepared by us that you have thoroughly read and understood the CD Rom provided to you by us as this contains important information and that you thoroughly check & satisfy yourself as to the accuracy & content in all respects of any Notice(s) and associated documentation prepared which will be provided to you for you to approve and it is an explicit condition of our appointment that your approval thereof removes any liability or responsibility upon us in all & any respect for any error contained, detailed, missing or otherwise therein and your appointment for us to act on your behalf is conditional upon acceptance & agreement to these terms.

13. If you have any questions/comments about privacy, you should e-mail us at the address provided in the 'contact us' section of this website. This site, is owned and operated by 'The Leasehold Advice Centre', a trading name of 'Bazin Estate Agents' which may be referred to as "The Company", "The Leasehold Advice Centre" "we," "us," or "our". We would also like to make it clear that we are not connected, in any way, with 'The Leasehold Advisory Service' otherwise known as 'LEASE'.

14. Any material supplied on CD Rom is supplied in a CD-R format. No responsibility can be accepted if this is not compatible with your computer & no refunds can be given in this or indeed any other regard. All and any payments made by to us are not refundable at any time even if you subsequently decide at any time not to proceed further with the matter. It is part of our terms and conditions that anyone instructing us will thoroughly read & follow the information we supply on CD Rom. This contains important information about what is to be done following the service of Notices relative to Lease Extensions, Right To Manage & Collective Enfranchisement over which strict time limits apply which, if not followed could invalidate the Claim. It is your responsibility to ensure that such procedures are correctly followed after any Notice is served by us. If you wish us to assist following the service of a Notice we may be prepared to do so and we would provide you with details as to any fee payable relative thereto. However, we cannot act without your instructions and it is your responsibility to contact us within a reasonable time in order for us to take any appropriate steps within the appropriate time limits.

15. We may display in a variety of ways selective summarised comments about our services provided or comments regarding our website. In so doing we will not give any information such as full names or addresses from the people who made such comments. In providing feedback to us you are agreeing to allow us to display the same in such ways as we consider appropriate and will raise no objection relative thereto. Any comments made are done so strictly at our discretion.

16. Please note that we do not return copy documents to you so please ensure anything that is sent to us is not subsequently then required by you



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The Leasehold Advice Centre –

Putting you & your lease first

