



This company is regulated by the Solicitors Regulation Authority: Members of the Solicitors Regulation Authority Children Law Accreditation Scheme L D Law is the Trading Name of L D Law Limited Registered in England: Company Number 05294940 Directors: Marie-France Joseph and Michele Morgan. Also in Norwich Norfolk

**LD Law**  
**SOLICITORS**

**NO Fuss JUST Results**

**CALL 01279 441266  
AND ASK TO ORDER A  
HOME INFORMATION PACK (HIP)**

**Standard HIP £399 inc VAT\***

**London HIP £449 inc VAT\***

\* Payment can be taken over the phone or you can send us a cheque. An additional cost of £80 inc vat will be chargeable where the property is leasehold.

Please complete the following information while you speak to a member of our staff:-

Sellers name (s):

Contact telephone numbers:

Correspondence address:

Property Address For Sale:

Freehold/leasehold:

Sale Price:

**SELLER DECLARATION** I/we, \_\_\_\_\_,

hereby instruct LD Law Ltd to compile a HIP for the above property. I/we have read, and agree to, the terms and conditions overleaf and I/we understand and accept that in the case of a leasehold (flat) or unregistered land HIP there may be an additional disbursement payment to LD Law Ltd as necessary in order to obtain the required information, which will be advised by the solicitor

**SIGN HERE:**

**Date:**

**Simply fold and return with your cheque for payable to LD LAW LTD to:**

**LD Law Ltd Solicitors**

**1 West Walk**

**Harlow, Essex**

**CM20 1LR**

## LD LAW LTD TERMS AND CONDITIONS

1. **Definitions and interpretation**
  - 1.1 **Agreement** means the agreement formed by LD LAW LTD's acceptance of the Customer's Offer incorporating these Conditions,
  - 1.2 **Authorised Third Party** means a third party to whom the Customer has given the authority in order to access and use the Electronic HIP and/or receives or has in his possession a hard copy of the HIP, **Customer's Offer** means the completion and signature by the Customer of a HIP order form attached to these Conditions,
  - 1.3 **HIP** means a home information pack as defined in the Home Information Pack Regulations 2007 as amended from time to time (**Regulations**) in the form of the sample shown by LD LAW LTD's agent to the Customer. For the purposes of these Conditions, the term "HIP" includes an electronically stored copy of the HIP (**Electronic HIP**),
  - 1.4 **LD LAW LTD** means LD LAW LTD or LD LAW LTD's instructed agents or representatives which will include the allocated energy performance assessor.
  - 1.5 **Intellectual Property Rights** means copyrights, database rights, patents, patent applications, patent rights, trademarks, trademark applications, trademark registrations, trademark rights, trade secrets and all other intellectual property and proprietary information rights as may exist now or hereafter come into existence; all modifications, continuations, renewals and extensions of the foregoing; and all claims, actions, causes of action, damages, costs, expenses, profits, penalties, recoveries and remedies relating to any past, present or future infringement of any of the foregoing; arising under the laws of any country, state or jurisdiction in the world,
  - 1.6 **Licensed User** means any individual who has purchased a HIP from LD LAW LTD and is thereby entitled to access the Electronic HIP,
  - 1.7 **Premises** means the Customer's premises which are the subject of the HIP,
  - 1.8 **Use** means the utilisation of the Electronic HIP in accordance with these Conditions, and Condition 5 in particular.
2. **LD LAW LTD's obligations**
  - 2.1 Subject to the Customer's timely provision to LD LAW LTD of the Customer's Information as required to compile the HIP, LD LAW LTD shall:
    - 2.1.1 produce LD LAW LTD's HIP in accordance with these Conditions,
    - 2.1.2 provide the Customer with the HIP in accordance with these Conditions.
3. **Customer's obligations**
  - 3.1 The Customer shall:
    - 3.1.1 provide the information in 2.1 above in a timely and accurate manner and in any case within 14 days of the Customer's Offer, provide or procure the production of the Customer's information in accordance with Clause 7 and allow LD LAW LTD reasonable access to the Premises in accordance with Condition 8.
    - 3.1.2 make payment to LD LAW LTD in accordance with Condition 6, and
    - 3.1.3 provide LD LAW LTD with the Customer's new mailing address as soon as reasonably practicable after the sale of the Premises is complete and the Customer further undertakes to procure an irrevocable consent from its legal advisor to provide the Customer's new mailing address to LD LAW LTD as a condition of LD LAW LTD producing a duly completed HIP in accordance with these Conditions.

4. **HIP format and timing**
- 4.1 LD LAW LTD shall provide the Customer with the hard and electronic copies of the HIP ordered and an individual password to access the Electronic HIP for a period of 12 months from the date of delivery of the hard copies of the HIP (**Availability Period**). Following the expiry of such period, LD LAW LTD shall have no further obligation to the Customer whatsoever under this Agreement. For the avoidance of doubt, LD LAW LTD shall not be obliged to update any of LD LAW LTD's Input or any other Input whatsoever during the continuance of this Agreement. If the Customer provides LD LAW LTD with updates to the Customer's input, LD LAW LTD may include this in the Electronic HIP or in any additional hard copies of the HIP requested by the Customer at LD LAW LTD's absolute discretion.
- 4.2 The HIP remains the property of LD LAW LTD at all times up until payment in full in respect of the HIP has been made by the customer.
- 4.3 LD LAW LTD shall provide the HIP as soon as possible and in any event within 14 days of receiving all the documents required by the Regulations . LD LAW LTD shall deliver the ordered copies of the HIP to the Customer by second class post.
- 4.4 If LD LAW LTD does not provide the HIP in accordance with Condition 4.3 due to reasons outside LD LAW LTD's control, LD LAW LTD shall incur no financial liability and shall deliver or redeliver the HIP within a reasonable time after the expiry of 3 weeks subject to Condition 14.
- 4.5 LD LAW LTD will produce hard copies of the HIP subject to prior payment for those additional hard copies by the Customer in accordance with Condition 6.
5. **Licence for Use**
- 5.1 If the Customer complies with these Conditions and uses the Electronic HIP the Customer is given a personal and non-exclusive licence to Use the HIP for the Availability Period only upon and subject to the Conditions. In particular upon accepting this licence the Customer undertakes, without limitation:
  - 5.1.1 except as provided for in these Conditions not to copy the HIP in part or in whole, either by hard copy or electronically (including by electronic mail),
  - 5.1.2 not to remove, make any amendments or falsely add to any section whatsoever of the HIP,
  - 5.1.3 not to translate, modify, lease, rent, loan, redistribute, sub-lease, sub-license or create derivative works from the HIP,
  - 5.1.4 to supervise and control Use of the HIP in accordance with these Conditions by any third party,
  - 5.1.5 to procure that any Authorised Third Party who may use the HIP is notified of these Conditions prior to their using the same and agrees to Use the HIP in accordance with these Conditions, and
  - 5.1.6 not to use the HIP for any immoral, illegal or for any other purpose which may be determined threatening, abusive, or harmful including but not limited to the creation of any virus, worms, trojan horse, cancelbot or any other destructive or contaminating program.
- 5.2 Notwithstanding Clause 5.1 above, and unless otherwise allowed by LD LAW LTD an Authorised Third Party may only access and Use the HIP if the access and Use are at no charge to the Authorised Third Party and such party agrees to be bound by all these Conditions. The Customer will remain

liable for any breach of this licence by the Customer or by any Authorised Third Party.

5.3 If the Customer is a Licensed User, the Customer may allow access to the HIP for viewing only to any Authorised Third Party provided that any such access is granted subject to these Conditions.

5.4 LD LAW LTD will remove access to the HIP, by such means as LD LAW LTD shall determine, including but not limited to the removal of the Electronic HIP from internet access if available after the expiry of the Availability Period.

5.5 The Customer or any Authorised Third Party may print off a hard copy(ies) of the Electronic HIP at any time during the Availability Period.

**6. Prices and payment**

6.1 The Customer shall pay LD LAW LTD in accordance with this Condition 6.

6.2 Unless otherwise expressly agreed in writing the applicable prices are those listed in LD LAW LTD's pricelist at the time of entering into the Agreement.

6.3 Subject to Clauses 6.4 to 6.5 inclusive, all payments are to be made forthwith upon entering into the Agreement, in such manner as LD LAW LTD may reasonably request.

6.4 The Customer may enter into a credit arrangement on the date hereof (whether exempt or not) in order to pay the sums referred to in this Condition 6, provided that the financing company offering the credit arrangement agrees to be bound by these Conditions without modification.

6.5 Notwithstanding the conditions relating to late delivery in these Conditions, the HIP shall not be delivered to the Customer until LD LAW LTD has received copies of the executed documentation evidencing the credit arrangement.

6.6 Without prejudice to LD LAW LTD's other rights, if the Customer fails to pay LD LAW LTD any amount on the due date:

6.6.1 LD LAW LTD reserves the right to cancel the Agreement and/or to suspend or discontinue access to the Electronic HIP and/or delivery of the hard copy(ies) of the HIP, and/or

6.6.2 LD LAW LTD reserves the right to charge interest on any amount outstanding at the rate of 3% above the base lending rate per annum accruing on a daily basis until payment is received by LD LAW LTD.

**7. Customer's Input**

7.1 The Customer shall produce the Customer Input required to complete the HIP, where appropriate, using any legal advisors that the Customer thinks fit.

7.2 LD LAW LTD shall, as soon as reasonably practicable after receiving the required documents, provide the same to the Customer or the Customer's legal advisor in order that the legal advisor may produce a legal summary.

7.3 The Customer acknowledges that if it has not provided LD LAW LTD with a copy of the Customer's Input by the date on which LD LAW LTD has received all other required information, LD LAW LTD is not obliged to include such Customer's Input in the Electronic HIP or any subsequent hard copies of the HIP and will attract no liability if it decides, in its absolute discretion, not to include it.

**8. Access to the Premises**

8.1 The Customer grants to LD LAW LTD or any other third party engaged by LD LAW LTD in the provision of the HIP a non-exclusive, non-transferable licence to access the Premises and will use all reasonable endeavours to enable

such access, provided that such access is solely for the purpose of LD LAW LTD's fulfilment of its obligations and that reasonable prior notice is given to the Customer.

- 8.2 In the event that LD LAW LTD and the Customer cannot arrange a mutually convenient time, within 21 days of the date of entry into this Agreement, LD LAW LTD shall not be obliged to include in the HIP such Input which is dependant on access being provided to the Premises and shall provide the HIP without this information. LD LAW LTD shall have no further liability in this regard to the Customer. The Customer acknowledges and agrees that such incomplete HIP provided shall not fulfil the requirements of the Regulations.

9. **Limitation of liability**

- 9.1 These Conditions set out the full extent of LD LAW LTD's obligations and liabilities in respect of the subject matter of the Agreement and all warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the Agreement.

- 9.2 LD LAW LTD neither assumes any liability nor offers any warranty as to the accuracy of the information provided in the HIP (including, for the avoidance of doubt, the LD LAW LTD Input) which the Customer acknowledges has been sourced from third party providers and accordingly, the Customer agrees and accepts as reasonable that LD LAW LTD is not liable to the Customer when such information is proven to be inaccurate or out-of-date.

- 9.3 Notwithstanding the provisions of this Clause 9, if an error is found in the information provided in the HIP, LD LAW LTD shall, at the request of the Customer, redress such error within 30 days of such request. For the avoidance of doubt, LD LAW LTD shall not be obliged to produce any replacement hard copies of the HIP.

- 9.4 The Customer acknowledges and agrees that:

- 9.4.1 the information contained in the completed HIP may be provided from a range of sources,

- 9.4.2 LD LAW LTD neither warrants, represents or undertakes to the Customer that any of the information provided in the separate sections of the HIP is accurate, and

- 9.4.3 LD LAW LTD makes no warranty, representation or undertaking to the Customer relating to the validity of the information provided in the HIP.

- 9.5 The liability of LD LAW LTD for damages arising from breach of the Agreement, negligence, strict liability or other tort, or otherwise with respect to the provision of the HIP is limited to twice the price of the HIP. This Condition shall not limit or exclude liability for death of personal injury caused by LD LAW LTD's negligence.

- 9.6 LD LAW LTD shall in no event be liable to the Customer for any special, indirect, incidental or consequential damages or loss in connection with or arising out of the Agreement.

- 9.7 Subject to the other provisions of this Condition 9, LD LAW LTD shall not be liable for any direct, indirect or consequential loss, costs, damages, charges or expenses caused directly or indirectly by any delay in provision of the HIP, nor shall any delay entitle the Customer to terminate or rescind the Agreement unless such delay exceeds 90 days.

- 9.8 The Customer agrees and accepts that all samples, drawings, descriptive matter, specifications and advertising material issued by LD LAW LTD and any descriptions or illustrations contained in LD LAW LTD's catalogues or brochures are issued or published for sole purpose of giving an approximate idea of the finished HIP.

10. **Intellectual property rights**

- 10.1 As between the Customer and LD LAW LTD, all Intellectual Property Rights and all other rights in the HIP and in the method of production and compilation of the HIP shall be owned by LD LAW LTD.  
LD LAW LTD licenses all Intellectual Property Rights in the hard copy of the HIP and the Electronic HIP to the Customer free of charge on a non-exclusive non-transferable worldwide basis to  
such extent as is necessary to enable the Customer to make reasonable use of the HIP for the sole purpose of selling the Premises.

11. **Data Protection**

- 11.1 The Customer acknowledges and agrees that:
- 11.1.1 personal data will and sensitive personal data may be processed by and on behalf of LD LAW LTD, and
- 11.1.2 personal data and sensitive personal data may be transferred by and on behalf of LD LAW LTD in connection with the subject matter of the Agreement and the collation of
- 11.2 The Customer acknowledges and agrees that where the Customer has a credit agreement in place in accordance with Condition 6 LD LAW LTD shall have the right to transfer the Customer's personal data to any relevant financing company in connection with the subject matter of the Agreement.

12. **Amendment**

- 12.1 No amendment to these Conditions or any of the documents referred to herein shall be valid unless it is in writing and signed by or on behalf of the Customer and LD LAW LTD.

13. **Severability**

13.1 If any provision in these Conditions (or part thereof) is found by any court or administrative body of competent jurisdiction to be invalid, ineffective or unenforceable, all other provisions shall remain in force and effect.

14. **Disclaimer**

14.1 Applicable Law- This agreement and any interpretation thereof shall be construed in accordance with the laws of England and Wales.

14.2 The production and provision of the LD Law Ltd HIP is not the provision of legal services as defined in the Solicitors Act 1974 and is exclusive of any conveyancing services which may be provided by LD Law Ltd in relation to the property to which the HIP has been produced. A separate letter of engagement will be entered into in connection with any related services provided.