

## LD ONLINE DOCUMENTS TERMS AND CONDITIONS

LD Online Documents is a legal document download service provided by Lyons Davidson Limited (“we” or “us”) to visitors (“you” or “user”) to our website [www.onlinedocs.lyonsdavidson.co.uk](http://www.onlinedocs.lyonsdavidson.co.uk) (“Website”). This page tells you information about us and the terms and conditions on which we supply the Services to you (“**Document Terms**”).

Once you place an Order through our Website in accordance with clause 2 below, the following shall apply to the contract between you and us for the provision of the Services:

- the terms of the Order;
- these Document Terms;
- the guidance notes associated with the document(s) you have ordered;
- the LD Online Documents Website Terms of Use; and
- the LD Online Documents Privacy and Cookies Policy,

together (the “**Contract**”).

Please read these Document Terms carefully and make sure that you understand them before ordering any Services from our site. Before placing an Order you will be asked to agree to these Document Terms. If you refuse to accept these Document Terms you will not be able to place your Order.

We may amend these Document Terms from time to time as set out in clause 10.1 below. Every time you place an Order you should check these Document Terms to ensure you understand the terms which will apply at that time. We recommend that you save a copy of these Document Terms for future reference.

### 1. **Our Services**

1.1 We offer standard legal documents available for download relating to the following areas of law:

- 1.1.1 Employment issues;
- 1.1.2 Problems related to the sale and purchase of goods and property;
- 1.1.3 Damage to property (land and goods);
- 1.1.4 Family related issues;
- 1.1.5 Accidents and injuries;
- 1.1.6 Wills and probate;
- 1.1.7 Landlord & tenant issues,

as well as other areas of law from time to time, subject to the terms and conditions herein (the “**Document Service**”).

- 1.2 All documents are for use in relation to matters subject to the laws of England and Wales only unless expressly stated otherwise.
- 1.3 Each of the standard documents is drafted on the basis of certain assumed scenarios which can be adapted to include your specific details by following our document generation process, which will ask you to respond to a number of questions. However, before selecting any standard document you should read the associated guidance notes and consider the sample document to ensure that it adequately reflects your particular needs, circumstances and legal rights.
- 1.4 Whilst completing the document generation process you should read the information available next to each question as well as the more detailed guidance available in the guidance notes associated with the relevant document. If you need assistance in relation to any software issues or problems with our Website during the document generation process please contact us by telephoning our helpline on 0800 001 5170. Our helpline provides technical assistance only.
- 1.5 If you would like to have your document reviewed by a legal advisor you can request this option before paying for your document. This review will consist of a legal advisor proof reading your document to check it reflects the answers you have given in your on-line questionnaire and notifying you by email of any technical errors or omissions based on the information you have provided (“**Legal Review Service**”). The email will set out how your document should be changed but will not provide you with a revised document. The Legal Review Service assumes that the information you have given to us follows the associated guidance and is factually correct. The Legal Review Service does not include any further checks or investigations and we are not providing you with any legal advice as part of this service. The Legal Review Service is available to you at an additional fee. The fee you are charged will depend on the type of document you are requesting to be reviewed.
- 1.6 Once you have completed the document generation process and submitted your Order you will be able to return to the relevant document generation process in order to make any necessary changes to your responses. Where you are required to pay a fee for the particular document, you will be able to make such changes for a period of 30 days from completion of your Order.
- 1.7 Nothing in these Document Terms shall establish a client and solicitor relationship between you and us and we are under no obligation to search our records for potential conflicts of interest. In addition, we cannot receive or deal with any funds for you or on your behalf until we are formally instructed in accordance with paragraph 1.8 below.
- 1.8 If you require formal legal advice you can contact Lyons Davidson on 0800 001 5170. You are under no obligation to use Lyons Davidson for formal legal advice but if you do decide to formally instruct us we will send to you a letter of engagement which will set out the terms on which we will provide such formal advice. Once we have entered into a formal engagement with you these Document Terms will not apply to such formal advice.
- 1.9 We aim to provide the Document Service and the Legal Review Service (together the “**Services**”) 24 hours a day, 7 days a week, 365 days a year. However, we do not guarantee that the Services will always be available or uninterrupted. We may suspend, withdraw or discontinue the provision of the Services on our Website at any time without notice, save that this will not affect any Orders you have already placed with us.

Notwithstanding the foregoing, we will aim to provide advance notice of any periods of scheduled downtime of our Website by placing a notice on our Website.

- 1.10 We only supply the Services for your own personal and non-commercial use and not for the benefit of any family, friends or other third parties. You agree not to use the Services for any resale purposes.

## 2. **How the contract is formed between you and us**

- 2.1 Our Website will guide you through the steps that you need to take to place an Order with us. Please take the time to read the associated guidance notes and check the details you input at each stage of the document generator and ordering process for any errors.
- 2.2 Accepting these Document Terms and completing your payment via our secure server (if applicable) will amount to an order ("**Order**"). After you place your Order we will confirm our acceptance of your Order by sending you an email confirmation. The Contract between you and us will only be formed when we send you the email confirmation. This email confirmation will attach a copy of your document. A copy of the document will also be available for you to download from our Website.
- 2.3 If our supply of the document is delayed by an event outside our control then we will contact you as soon as possible to let you know and we will take steps to minimise the effect of the delay. Provided we do this we will not be liable for delays caused by the event, but if there is a risk of substantial delay you may contact us to end the Contract and receive a refund for the document you have paid for but not received.

## 3. **Your right to cancel the contract and to receive a refund**

- 3.1 If you are a consumer, the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 ("**Consumer Contracts Regulations**") ordinarily provides you with the right to cancel the Contract without giving any reason during the cancellation period either by submitting a cancellation form or by otherwise notifying us. Such cancellation period expires after 14 days from the day of the conclusion of the Contract. Where a Contract is cancelled under the Consumer Contracts Regulations, we must reimburse all payments received from you without undue delay and not later than 14 days after the day on which we are informed about your decision to cancel the Contract.
- 3.2 However, the right to cancel the Contract under the Consumer Contracts Regulations will be lost where you expressly consent to the immediate delivery of the relevant document. By indicating your express consent to the immediate delivery of the relevant document during the order process, which you are required to do in order to complete your Order, you acknowledge that your right to cancel the Contract under the Consumer Contracts Regulations will be lost.

## 4. **Price and Payment**

- 4.1 The Price for the Services will be the price set out on our Website at the time you submit your Order. Prices for our Services may change from time to time but changes will not affect any Order you have already placed.
- 4.2 The prices for the Services include VAT (where applicable) at the applicable current rate chargeable in the UK.

4.3 It is always possible that, despite our best efforts, some of the documents we sell may be incorrectly priced. We will normally check prices before accepting your Order so that, where the document's correct price at your Order date is less than our stated price, we will charge the lower amount. If the document's correct price at your Order date is higher than the price stated, we will contact you for your instructions before we accept your Order.

4.4 Payment for the Services (if applicable) is to be made in advance. You can only pay for the Services using a debit or credit card.

## 5. **Intellectual property rights**

5.1 All copyright and all other intellectual property rights existing in the Website and the Services (including, but not limited to, all design, text, graphics and the selection or arrangement thereof) are and remain our property.

5.2 The expression 'copyright' shall include the entire copyright, design right, rental right, right to authorise or prohibit lending and data right subsisting now or created at any time.

## 6. **Our Liability to you**

6.1 Subject to clauses 6.2 to 6.4 below, if we fail to comply with these Document Terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breach of these Document Terms or our negligence but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if it is an obvious consequence of our breach or if it was contemplated by you and us at the time we entered into the Contract.

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

6.2.1 you selecting a standard document that is not suitable for your needs or circumstances (unless we have personally advised you to use such standard document);

6.2.2 your failure to follow the instructions or guidance notes on our Website or any guidance given by a member of our helpline or any other instructions or guidance that we provide you from time to time;

6.2.3 any errors or omissions in the information or details that you provide to us or that you provide during the document generation process;

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

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

6.2.6 any changes to the law occurring after the date on which you complete the document generation process.

6.3 Our total liability in respect of breach of contract or breach of duty or fault or negligence or otherwise arising out of or in connection with the Services shall be limited in accordance with the remaining provisions of this clause 6.3:

- 6.3.1 Where the Services consist of reserved legal activities, our total liability in respect of breach of contract or breach of duty or fault or negligence or otherwise arising out of or in connection with the Services shall be limited to £3 million which covers claims of any sort whatsoever (including but not limited to interest and costs). For the purpose of this clause, “reserved legal activities” means those activities that are reserved legal activities under the Legal Services Act 2007 and includes the exercise of a right of audience, the conduct of litigation, reserved instruments activities, probate activities, notarial activities and the administration of oaths;
- 6.3.2 In all other cases, our total liability in respect of breach of contract or breach of duty or fault or negligence or otherwise arising out of or in connection with the Services shall be limited to £2 million, which covers claims of any sort whatsoever (including but not limited to interest and costs); and
- 6.3.3 Our liability to you shall further be limited to that proportion of the loss or damage (including interest and costs) suffered by you which is ascribed to us by a court of competent jurisdiction allocating proportionate responsibility to us having regard to the contribution to the loss and damage in question of any other person (loss or damage having the same meaning as in the Civil Liability (Contribution) Act 1978).
- 6.4 Nothing in these Document Terms limits or excludes our liability for:
- 6.4.1 death or personal injury caused by our negligence;
- 6.4.2 fraud or fraudulent misrepresentation or a reckless disregard of professional obligations on our part;
- 6.4.3 any other liability for which exclusion or restriction is prohibited by law, including any breach of the terms relating to satisfactory quality, fitness for purpose, description, the requirement to provide pre-contract information and the right to supply under the Consumer Rights Act 2015.

## **7. Contacting Us**

- 7.1 In the event that you need to contact us you can do so by email to [legaldocumentsupport@lyonsdavidson.co.uk](mailto:legaldocumentsupport@lyonsdavidson.co.uk), by telephone to 0800 001 5170, by fax to 0117 904 6006 or by post to Lyons Davidson, 43 Queen Square, Bristol, BS1 4QP. In the event that you are emailing or writing to us please include details of your Order to help us to identify it.
- 7.2 If we have to contact you we will use the email address or postal address that you provide to us in your Order.

## **8. Complaints**

- 8.1 In the unlikely event of a problem arising or you being dissatisfied with the Services, you should initially contact us using the contact details above and we will try to deal with the problem promptly. A copy of our complaints procedure is available on our website [www.lyonsdavidson.co.uk](http://www.lyonsdavidson.co.uk) or can be provided upon request.

8.2 If you are still not satisfied once your complaint has been investigated and we have provided you with our final written response then you may take your complaint to the Legal Ombudsman P.O. Box 6806, Wolverhampton, WV1 9WJ. Any complaint to the Legal Ombudsman must usually be made within six months of the date of our final written response to your complaint or within six years of the act or omission about which you are complaining occurring (or if outside of this period, within three years of when you should reasonably have been aware of it). For further information you should contact the Legal Ombudsman on 0300 555 0333 or by e-mail [enquiries@legalombudsman.org.uk](mailto:enquiries@legalombudsman.org.uk). Further information is also available on their website [www.legalombudsman.org.uk](http://www.legalombudsman.org.uk)

## 9. **How we use your personal information**

9.1 We will use the personal information you provide to us to:

9.1.1 provide the Services;

9.1.2 process your payment for such Services; and

9.1.3 inform you about similar products or services that we provide, but you may stop receiving these at any time by contacting us.

9.2 We will not give your personal data to any other third party, save:

9.2.1 as required by law or any by any governmental or other regulatory authority; or

9.2.2 to any replacement supplier of the Services from time to time.

9.3 We may monitor emails in accordance with the Telecommunications (Lawful Business Practice) (Interception of Communications) Regulations 2000.

9.4 We shall hold your information and a copy of the document(s) you have purchased from us for a period of six years, and may contact you during that time regarding it. Following this period, the information we hold will be destroyed. By submitting any personal data to us, you consent to us using that personal data as described in this paragraph 9.

9.5 All telephone calls made in accordance with paragraphs 1.4, 1.8 and/or 7.1 above, shall be recorded for data protection and training purposes for a limited period of time which will depend on the nature of the enquiry. Unless you notify us in writing otherwise, you consent to the exclusive electronic storage by us (or by third parties on our behalf) of all such telephone recordings. You may request a copy of a telephone recording subject to a reasonable charge.

## 10. **Other Important Terms**

10.1 We may amend these Document Terms from time to time, however, every time you place an Order for Services, the Document Terms in force at the time of your Order will apply to the Contract between you and us.

10.2 Each of the provisions of these Document Terms operates separately. If any provision of these Document Terms is found by any court, tribunal or administrative body of competent jurisdiction to be wholly or partly illegal, invalid, void, voidable, unenforceable or unreasonable it shall to the extent of such illegality, invalidity, voidness, voidability, unenforceability or unreasonableness be deemed severable and the remaining

provisions of these Document Terms and the remainder of such provision shall continue in full force and effect.

- 10.3 Failure or delay by either party in enforcing or partially enforcing any provision of these Document Terms will not mean that that party has waived any of its rights under these Document Terms. If either party does waive a default by the other party, such waiver shall be in writing. Any waiver by a party will not mean that such party will automatically waive any later default by the other party.
- 10.4 The Contract is between you and us. These Document Terms are not intended to and do not confer any rights on any third party under the Contracts (Right of Third Parties) Act 1999.
- 10.5 The formation, existence, interpretation, performance, validity and all aspects of these Document Terms shall be governed by English law and the parties submit to the exclusive jurisdiction of the English courts.

## 11. **Information About Us**

- 11.1 We operate the Website. “LD Online Documents”, “Lyons Davidson” and “Lyons Davidson Solicitors” are the trading names of Lyons Davison Limited, a company registered in England and Wales under company number 7592441. Our registered office is at 43 Queen Square, Bristol, BS1 4QP. Our VAT number is 138149461.
- 11.2 We are authorised and regulated by the Solicitors Regulation Authority. The SRA Code of Conduct and professional rules to which we are required to adhere are available via the SRA website [www.sra.org.uk](http://www.sra.org.uk).