

Landlord-Law

Terms and conditions for membership

NB These terms and conditions do not affect your statutory rights.

Your membership of the Landlord-Law service is subject to your agreement to these terms and conditions. Please read them carefully.

1. We are Landlord-Law, an online legal service provided by TJ Shepperson solicitors of PO Box 3502, Norwich, Norfolk NR7 7QH, UK. TJ Shepperson is regulated by the Solicitors Regulation Authority.
2. You are a person either subscribing to or intending to subscribe to the Landlord-Law service. People who have subscribed to Landlord-Law are known as 'members'. Members can either be daily members, monthly members, or annual members.
3. The Landlord-Law Service consists of written information and legal material relating to private residential landlord and tenant related law and practice, e.g.: news; documents, letters, and forms; answers to questions asked by members and other visitors to the site; audio files in mp3 format; a 'shop' selling our Do-it-Yourself kits and other items; fixed fee and other legal services from TJ Shepperson solicitors; and other services with particular relevance to the needs of private residential landlords, tenants, and their advisors.
4. Annual members have access to all the content on the site. Monthly and daily members do not have access to content which is designated annual members only. This consists mainly, but not exclusively, of forms and tenancy agreements, and members only audios.
5. All content on Landlord-Law relates to residential landlord and tenant law in England and Wales UK. The site is not intended for anyone who is a landlord, tenant, tenant, or advisor in another jurisdiction.
6. New services will be added to the site from time to time, and existing material amended, updated, and occasionally deleted (for example if it is rendered redundant by changes in legislation or if there proves to be little demand for it among members).
7. Members will also receive from time to time a newsletter, usually at monthly intervals, which will normally give details of new services and features on the site, and other information relating to residential landlord and tenant law.
8. You become a member of Landlord-Law by completing the application form and paying the relevant membership fee for the period of time you wish to subscribe - known as your membership period.
9. We reserve the right to refuse to accept any application for membership at our discretion.
10. If after joining as a monthly member you decide that the service is not suitable for your needs, you can cancel your membership during the first fourteen days of your membership period by sending us an email advising us of this and giving your membership number. Upon receipt of this email, your membership fee will be refunded in full within seven days (less any

administration fee charged to members applying for membership offline), provided you have not purchased any items or services at members only prices, made any postings in the members forum area, or upgraded to annual membership. This right of cancellation is not available to daily members, annual members or to former, returning, monthly or annual members.

11. Members will not be deemed to be clients of TJ Shepperson Solicitors unless and until after they have instructed TJ Shepperson to carry out legal services for them. If you instruct TJ Shepperson to carry out legal services offered on the Landlord-Law site but TJ Shepperson are unable to act for you due to a conflict of interest or for any other reason, you will be entitled to a refund of one half of your membership fee.
12. Members will be provided with a user name and password to allow access to the Landlord-Law online Service. You agree to keep these confidential and not to allow any other person to use them to access the Landlord-Law service, unless specifically authorised by us.
13. During your membership period you are entitled to use the Landlord-Law service according to your membership type, and, if your membership allows you access to them, print out any of the documents and forms on the site for your own use, and download and play the audios.
14. If you are a daily member, your membership and access to the site will be automatically terminated after three days. You will not be able to renew or upgrade your membership.
15. If you are a monthly member, your membership and access to the site will be terminated automatically after one calendar month unless you have either renewed your monthly membership or upgraded to annual membership.
16. If you are an annual member, you will normally be sent a subscription reminder by email at the end of your membership period giving you an opportunity to re-new your membership by paying a further subscription fee. If this subscription fee is not paid within 14 days of the end of your membership period, your access to the site will be terminated.
17. If you still wish to use the service after your membership has been terminated you will need to re-join as a new member.
18. If you have signed a standing order mandate, your membership will continue indefinitely, provided payment is made by your bank, and unless and until you advise us that you do not want your membership renewed. We will inform you in advance of any increase in the membership fee, and will provide you with a receipt for all fees paid by standing order.
19. We reserve the right to change the membership fees from time to time, after giving you at least fourteen days notice. Any increased fee will only apply to you after your current membership period has expired.
20. You consent to our keeping and using personal information provided by you for our own purposes, for example for contacting you with details of information which we believe may be of interest to you, and for compiling statistics for our records. Save as set out in clause 21 below, we will not pass any information we hold about you to any organisation outside Landlord-Law/TJ Shepperson Solicitors without your consent, unless we are obliged to do so by law. However, should you instruct us to do any legal work for you, you will thereby be authorising us to disclose any relevant information about you if this is required by or is a normal consequence of the work we are doing.

21. To facilitate the administration of the Landlord-Law Insurance Scheme, we will be passing a list of all annual members giving their name, Landlord-Law membership ID number, and postal address to insurance brokers Alan Boswell & Co Ltd periodically so they can check the entitlement of members to participate in the Landlord-Law Insurance Scheme. By joining as an annual member you consent to this disclosure. For the avoidance of doubt, Alan Boswell have specifically agreed that it is a condition of disclosure by us that they will only use this information for membership verification and for no other purpose
22. Under the Data Protection Act you may request details of personal information we hold about you. Please send any such requests to us at the address given above. We are entitled to charge an administration fee for this not exceeding £5.00 at our discretion. If you believe that any information we hold about you is incorrect or incomplete, please let us know and we will amend our records.
23. It is your responsibility to ensure that your computer equipment and software are capable of receiving and using the Landlord-Law service. We cannot be responsible for any problems you may encounter using the system.
24. Due to the nature of interactive Internet services, we cannot guarantee that your use of the Landlord-Law online service will be free from interruption or errors.
25. We will not be responsible for any failure to provide the Landlord-Law service if this failure is due to 'force majeure'. This means events beyond the control of Landlord-Law such as (but not limited to): war (declared or undeclared), acts of god, terrorism, earthquake, accident, explosion, fire, flood, civil commotion, abnormal weather conditions, acts of government or other agencies, industrial disputes, and non availability of material.
26. We will always try to ensure that all material on the Landlord-Law site is as accurate and valid as we can make it. However you should note that the content of the Landlord-Law site is for general information only and we cannot guarantee that the information and advice given will always apply to a specific situation, or that the documents and forms provided will always be the most suitable for your particular situation. The use you make of the information and services provided on site is your responsibility and we cannot accept liability for any problems resulting from your use of the Landlord-Law service.
27. You acknowledge that the ownership and legal title and all intellectual property rights for all material on the Landlord-Law site are either vested in us or are as described in the individual document or article.
28. You agree that you will not alter or remove from any Landlord-Law material, any copyright information or Landlord-Law logo or any other identification or information regarding the authorship of any part of the Landlord-Law service.
29. The information and files on the Landlord-Law site are for your personal use only. Reproduction and publication of any material on the Landlord-Law website to third parties can only be done with our permission. If permission is granted this will be on the basis that you acknowledge our authorship of the material concerned. For the avoidance of doubt, we confirm that this clause does not affect your right, while you remain a member, to use the forms on the site for their normal purposes, or to download and listen to the audios, provided your membership type allows you access.

30. You agree that you will use the Landlord-Law service responsibly and in good faith, and that we may terminate your membership without notice if you do not. We would draw your attention in particular to the following situations which could result in your membership being terminated forthwith:
- 30.1. If your membership fee is not paid by your bank or credit card company
 - 30.2. If you allow other unauthorised people to use your user-name and password to access and use the Landlord-Law service
 - 30.3. If you copy or otherwise reproduce the material on-site for the use of non-members, particularly if you publish this for payment and/or if it results in misleading, derogatory or inaccurate representation of Landlord-Law material
 - 30.4. If you post any defamatory or offensive material on any members' forums which may be established as part of the Landlord-Law service
31. We will communicate with you via email or (if we are unable to contact you via email) by post, at the addresses provided to us by you. It is your responsibility to ensure that we are kept informed of any changes in your postal and email address.
32. We reserve the right to amend these terms and conditions from time to time, and you will be notified of any changes, normally by email. You will be bound by the new terms and conditions after you have been advised of any changes, unless you contact us within seven days of the date of the letter or email, requesting us to cancel your membership. You will then be entitled to a refund of a proportionate part of your membership fee. **Note** if we have specifically agreed with you a variation to these terms and conditions, then this variation will continue to apply to your membership after amendment of the standard terms and conditions.
33. Landlord-Law will not be liable to refund all or part of your membership fee, other than in the circumstances described in clauses 10, 11, and 32 above.
34. If you have any complaint about our service, please contact Tessa Shepperson by email at info@landlordlaw.co.uk. We will endeavour to respond to complaints within five working days.
35. You agree that these terms and conditions replace any previous terms and conditions which may have been agreed between us.
36. Your agreement with Landlord-Law and these terms and conditions shall be subject to and governed by the law of England and Wales.