

Lawyer Checker

Terms and Conditions

1. Introduction

These terms and conditions (the “Terms and Conditions”) set out the agreement between [] (“We”, “Our”, “Us”) and you, a licensed and regulated conveyancer or law firm, (“You”) regarding your use of the Lawyer Checker services (“Service”, “LC Services”) provided by Lawyer Checker via us.

At all times You will have a direct contractual relationship with Us for the delivery of the LC Services and we will contract with Lawyer Checker Limited.

2. Acceptance and Changes

By submitting an order through Us or via an organisation using our services on your behalf You agree to these Terms and Conditions.

You acknowledge and agree that we may at any time in our discretion:

- modify or discontinue access to the Service; and/or
- change these Terms and Conditions, by uploading a revised version of these Terms and Conditions on the Website, following which Your continued use of the Website and/or the Service constitutes Your acceptance of the revised version of the Terms and Conditions.

These Terms and Conditions were last updated on 04/04/2013. We will also email You the current version of the Terms and Conditions each time that we return the result of a search.

3. LC Service

The Service is intended to help reduce fraud in the conveyancing market by providing You with an additional level of information to help You assess the risk associated with any particular transaction You are undertaking. The Service is intended purely to provide You with an additional step in Your efforts to protect against:

- vendor conveyancers or law firms who have been cloned to divert client monies to non-regulated accounts;
- unregulated vendor conveyancers or law firms holding themselves out as regulated entities; and/or
- infiltrators to valid regulated conveyancers or law firms changing requisitions on title to divert client money from valid regulated accounts to other accounts.

To help You achieve this the LC Service enables you to check the name, sort code and account number of the vendor's conveyancer or law firm, as well as their postcode and Solicitors Regulation Authority (“SRA”) Number or Council for Licensed Conveyancers (“CLC”) Number, if you have them and choose to insert this optional information in the LC

search function, ("LC Search Information") against the Lawyer Checker database ("LC Database") in order to verify that the LC Search Information relates to an existing bank account that according to the LC Database has been used by other conveyancers or law firms in the past.

4. LC Results

The Service will return, by email, one of 3 results:

- a Frequent Response means that Lawyer Checker recognises the account number and sort code in the LC Search Information as valid and that there is in the LC Database a historic track record of use of this bank account by other conveyancers. However, a Frequent Response is not a statement by Us or Lawyer Checker that this bank account remains valid and safe;
- an Infrequent Response means that Lawyer Checker recognises the account number and sort code in the LC Search Information, but according to the information in the LC Database the bank account has been used infrequently by other conveyancers, or is relatively new, or only a very small number of other LC searches have been carried out against it. However, an Infrequent Response is not a statement by Us or Lawyer Checker that this bank account is safe or suspicious or invalid or unsafe. In such cases, We will let you know what further action we may take on your behalf if you instruct us to do so; or
- an Unknown Response means that the account number and sort code are unknown to Lawyer Checker and are not in the LC Database and that, therefore, We do not have a historic track record of use of this bank account by other conveyancers. However, an Unknown Response is not a statement by Us or Lawyer Checker that this bank account is suspicious or invalid or unsafe. In such cases, We will let you know what further action we may take on your behalf if you instruct us to do so,

("LC Results").

The LC Results tell you purely whether the bank account You are checking is in the LC Database and, if so, whether according to the information in the LC Database it has been used frequently. None of the LC Results is a statement by Us or Lawyer Checker that a bank account is valid or safe or suspicious or unsafe and You should not treat them as such.

Any LC Result and the results of any further action that we may take on Your behalf should only form part of Your decision making process, including in particular whether You should further investigate a bank account. An LC Result is not, and You must not treat it as, a definitive finding or opinion that a bank account is or is not valid or safe or suspicious or unsafe.

An LC result and the results of any further action that we may take on Your behalf must not be built into any process as an automatic decision to transfer or not transfer money to that bank account. Instead, an LC Result must be referred for further consideration as part of Your decision making process whether to further investigate the bank account and whether to transfer the money or not.

You acknowledge and agree that You are solely responsible for any conclusions made or actions taken by You or any third party based solely or in part on one or more LC Results

including, without limitation, a decision to investigate further, or to proceed or not to proceed with a payment, or to inform the vendor's conveyancer that Your LC Search produced an Infrequent or Unknown result (which in certain circumstances might amount to tipping off).

5. Your use of the service

Conditions of use of the Service

The Service is only available to licensed and regulated conveyancers, law firms or disclosed agents. By ordering the Service and accepting these Terms and Conditions You represent and warrant to Us and to Lawyer Checker that You are a licensed and regulated conveyance ('Users') or acting for one.

You are responsible for bringing these Terms and Conditions to the attention of Your Users and require them to Use the Service in accordance with the Terms and Conditions at all times. For the avoidance of doubt, You remain fully responsible for the use of the Service by Your Users.

You acknowledge and agree that You will only use the LC Results for Your internal purposes and will not share any LC Results with any third parties.

You also acknowledge and agree that:

- the LC Results only tell You if a bank account is in the LC Database or not, and if it is in the LC Database whether it has been used frequently in the past or not; and
- You are solely responsible for any conclusions made or actions taken by You or any third party based solely or in part on one or more LC Results.

6. Restrictions on your use of the service

You hereby agree not to:

- use the Service or access to them for any fraudulent or otherwise unlawful purpose or in breach of these Terms and Conditions;
- use the Service or access to it to impersonate any person or entity, falsely state or otherwise misrepresent Your affiliation with any person or entity, or express or imply that We or Lawyer Checker endorse any statement that You make;
- interfere with or disrupt the operation of the Service;
- transmit or otherwise make available in connection with the Service or access to them any form of malware including without limitation any virus, worm, Trojan horse, time bomb, spyware, or other computer code, file, or program that is harmful or invasive or may or is intended to damage or hijack the operation of, or to monitor the use of, any website, service, hardware, software, or equipment;
- use or access the Service for any commercial purposes other than solely for the purposes and in the way identified in these Terms and Conditions;
- display, circulate, publish, retransmit, redistribute, reproduce, duplicate, copy, sell, resell or otherwise exploit, or provide any kind of access to all or any part of the Service and/or any LC Results outside Your conveyancing firm or law firm by any means or medium now or hereafter created;

- modify, adapt or translate any portion of the Website, the Service and/or the LC Results;
- remove, obscure or modify any copyright, trade mark, or other proprietary rights notice from the Website or the LC Results;
- create a database by systematically downloading and storing the LC Results; and/or
- use any robot, spider, search/retrieval application or other manual or automatic device to retrieve, index, “scrape”, “data mine” or in any way gather or reproduce the Website or the Service or the LC Results or circumvent the navigational structure or presentation of the Website and the Service.

7. Use of the LC Search information

Lawyer Checker will use the LC Search Information that You insert in order to carry out a search for the following purposes:

- to provide you the Service and deliver the LC Results to You;
- to update the LC Database and improve the Service; and
- in the event that a lender asks Lawyer Checker to provide the LC Results to them, and You agree to Lawyer Checker providing the LC Results to that lender, Lawyer Checker will provide the lender with (i) the name and address of the vendor's conveyancer, if You have supplied it when carrying out Your LC search, and (ii) the LC Result of Your search.

8. Confidentiality

You will not, during or at any time after the termination of these Terms and Conditions disclose to any person whatsoever any information relating to Our business or Lawyer Checker's business or make use of the same in any manner which may be prejudicial to Lawyer Checker except if You are required to disclose such information by law or by any court of competent authority (in which case You will, to the extent possible, notify Lawyer Checker before disclosing such information).

Lawyer Checker may request that You supply feedback on the Service. If You do so, You agree that We may publish such feedback, in edited or unedited form, in any media, including, without limitation, on the Website.

9. Privacy

To the extent that We or Lawyer Checker process any personal information about Your employees or representatives (such as the name and contact details of Your Key Contact or other Users) we will process it in accordance with our Privacy Policies.

10. Intellectual Property

You acknowledge and agree that Lawyer Checker Limited exclusively owns or has been licensed by third parties to use all rights (including, but not limited to, intellectual property rights), title and interest in the Website, LC Database and Service. Nothing contained in these Terms and Conditions conveys to You any right, title or interest in or to the Website, LC Database or the Service.

11. No Warranties

We will provide the Service with reasonable skill and care.

We and Lawyer Checker will endeavour to keep the LC Database complete, accurate and up to date. However, You acknowledge and agree that errors may occur and circumstances may change and that, therefore, the information available on the LC Database may not always be complete, accurate and up to date.

You acknowledge and agree that except as expressly stated in these Terms and Conditions, all warranties, conditions and terms, whether express or implied by statute, common law or otherwise are hereby excluded to the extent permitted by law. Without limiting the effect of the foregoing, You acknowledge and agree that:

- the LC Database, the Service and the Website and access to them are provided “as is”, with no guarantees of completeness, availability, accuracy or timeliness; and
- We do not warrant that the information in the LC Database is accurate, complete, reliable, secure, useful, fit for purpose or timely.

12. Limitation of Liability

You acknowledge and agree that We or Lawyer Checker shall not be liable to You for:

- any direct financial loss, loss of profit, revenue, time, anticipated savings or profit or revenue, goodwill or reputation or opportunity, data, use, business, wasted expenditure, business interruption, loss arising from or in connection with the use of the Service or inability to use the Service or a failure, suspension or withdrawal of all or part of the Service at any time or damage to physical property or for any other similar direct loss that may arise in relation to these Terms and Conditions; and/or
- any indirect financial loss, loss of profit, revenue, time, anticipated savings or profit or revenue, goodwill or reputation or opportunity, data, use, business, loss arising from in connection with the use of the Service or inability to use the Service, suspension or withdrawal of all or part of the Service at any time or damage to physical property or for any other indirect or consequential damage that may arise in relation to these Terms and Conditions

whether or not we were advised in advance of the possibility of such loss or damage.

Subject to the provisions of this Clause 12 above and below, the total aggregate liability of Us or Lawyer Checker to You arising under or in connection with these Terms and Conditions or any breach or non-performance of them no matter how fundamental (including by reason of Our negligence) in contract, tort or otherwise shall not exceed £10 in relation to any LC Search and £500 in any 12-month period.

Notwithstanding any contrary provision in these Terms and Conditions, neither party limits or excludes its liability in respect of death or personal injury caused by its negligence; any fraud; and/or any other statutory or other liability which cannot be excluded under applicable law.

13. Indemnity

You agree to compensate and indemnify Us and/or Lawyer Checker fully for any losses, claims or legal action incurred by us, or made or threatened against us by someone else, because You have breached these Terms and Conditions or because of Your use of the Service. We will inform You as soon as reasonably practicable if we become aware of such losses, claims or legal action.

14. Term and Termination

These Terms and Conditions remain in effect from acceptance by You, as set out in Clause 2, until termination by Us or You in accordance with this Clause 14.

Either party may terminate these Terms and Conditions at any time, for any reason, on 30 days' notice in writing to the other party.

We may terminate these Terms and Conditions immediately on notice to You, if You breach these Terms and Conditions, or cease to trade or dispose of Your business or threaten to do so or if an application is made for Your dissolution or You are dissolved or if You begin, are party to, consent to, or are otherwise subject to, proceedings under the law relating to bankruptcy, distress, receivership, administration, insolvency or the relief of creditors or You enter into arrangements benefiting Your creditors.

On termination of these Terms and Conditions:

- You will immediately cease access to and use of the Website and Service. Any use of the Service by You after termination of these Terms and Conditions is improper and will infringe Our rights. However, if You nonetheless access or use the Service after termination of these Terms and Conditions, such use or access will be subject to all restrictions, limitations and obligations applicable to users of the Service who are authorized to access and use it, in accordance with the current version of the Terms and Conditions then in effect as to such users; and
- the following Clauses of these Terms and Conditions will continue in full force and effect: 1, 2, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14 and 15.

15. General

You acknowledge and agree that We or Lawyer Checker may provide assistance and information to law enforcement, governmental agencies and other similar authorities if we are required or allowed to do so by law.

Neither party shall be liable for delay in performing or failure to perform obligations if the delay or failure results from events or circumstances outside its reasonable control, including, without limitation, war or national emergency, accident, fire or riot, and such delay or failure shall not constitute a breach of these Terms and Conditions.

We may assign these Terms and Conditions on written notice to You. You may not assign these Terms and Conditions without Our prior written permission.

Our failure at any time or for any period to enforce any right under these Terms and Conditions shall not constitute a waiver of such right at any time thereafter.

If any provision of these Terms and Conditions is held to be void, invalid, unenforceable or illegal by a proper legal authority, the validity and enforceability of the other provisions shall not be affected.

These Terms and Conditions represent the entire agreement between Us and You regarding access to and use of the Lawyer Checker Service.

These Terms and Conditions will be governed by and constructed in accordance with English Law and the parties submit to the exclusive jurisdiction of the English courts in relation to any dispute arising under these Terms and Conditions.