

Terms and Conditions – The Eviction Lady

For the administration of the court claim or other assistance by The Eviction Lady on behalf of the client for the fee(s) set out on the website at the time of payment under the terms of this agreement.

The services provided by The Eviction Lady include but are not limited to: serving notices; helping the client to draft and/or issue claims or other statements of case; ensuring that advocates are instructed to attend court on behalf of clients and arranging for the appointment of bailiffs to evict tenants. Clients can cancel within 14 days of purchase for any service, although a reasonable amount for any services provided before cancellation may be levied.

TERMS. It is understood and agreed by both parties that:

1. The fee charged to the client are not solicitors' fees but administrative fees to help the landlord through the paperwork and/or arrange representation. (We are not solicitors, The Eviction Lady is an agency or consultancy, which helps clients to administer their own claims). Hence:
 - a. The Eviction Lady is not regulated by the Solicitors Regulation Authority (SRA) but remains subject to the law of England and Wales. The advocate that attends court with a client may be supervised and instructed by solicitors, or may be otherwise qualified to attend;
 - b. Any work we do is not by solicitors and/or on the court record and we do not "have conduct" of your matter at any time. Except at your hearing when an advocate may have been instructed or paid to represent you, you will be acting "in person" at all times in your legal matter albeit with our help.
 - c. Any help given by The Eviction Lady and/or it's lawyers to assist a client in taking a particular course of action remains the risk and responsibility of the client.
2. Sometimes we arrange for a solicitor or solicitor's agent to be instructed to attend court for you under CPR PD 42, Paragraph 1.3, in which case the solicitor will only be instructed to provide advocacy at the hearing and will not be on record as acting for you in your matter.
3. Although not subject to regulation by the SRA, The Eviction Lady remains bound by these core principles to the benefit of the client: upholding the rule of law, acting with integrity, not allowing its independence to be compromised, acting in the best interests of each client, providing a good standard of service and not behaving in a way that is likely to diminish the trust the public places in the legal

profession and the system of civil justice in England and Wales.

4. The client and their agents promise to provide all information and paperwork relating to the claim promptly and securely when requested and to ensure its accuracy and to fulfil all reasonable requests, in order to assist in the swift and expeditious administration of the claim.
5. The total cumulative liability to the client of The Eviction Lady is agreed to be reasonably limited to the sum agreed as the contract price, both before or after the completion of the service by The Eviction Lady. The exclusion or limitation of liability under the agreement shall exclude or limit such liability not only in contract but also in tort or otherwise in law.
6. The client agrees to waive all under the Data Protection Act 1998. The Eviction Lady undertakes to safely keep, destroy or return all hard copy papers provided by the client and to keep the affairs of the clients and former clients confidential except where disclosure is required by law or the client.
7. The client agrees to contract The Eviction Lady to opt out of any marketing communications. The Eviction Lady undertakes to not pass on any data to third parties for marketing or sales purposes.

I have read the terms of this agreement carefully and understand that by paying I agree to these terms.

If you feel that we have provided a good service, please contact us with your comments or email us at lorraine@lorraineburwood.com. Your feedback is extremely helpful for us to keep improving our services.