#### SenseCheck Website Terms & Conditions

#### 1. INTRODUCTION

- 1.1. The Website is operated by Lease-Pilot Limited, a company registered in England and Wales (company number 16438601), trading as Sense-Check.
- 1.2. These Terms govern:
  - 1.2.1. your use of the Website; and
  - 1.2.2. the legal review facilitation services made available through it.
- 1.3. Our services and related information are provided strictly subject to these Terms, whether or not you proceed with a review request or make a payment.
- 1.4. By using the Website or submitting a request, you agree to be bound by these Terms.
- 1.5. You must read these Terms in full to understand the rights, responsibilities, and limitations that apply to your use of the Website and the services accessed through it.
- 1.6. Once payment is received and the solicitor agrees to undertake the review, our involvement ceases. All legal engagement is exclusively between you and the appointed Qualified Person.

## 2. DEFINITIONS AND INTERPRETATION

- 2.1. "Consumer" means an individual acting for purposes wholly or mainly outside their trade, business, craft, or profession.
- 2.2. "Fee" means the fixed fee payable to receive a legal review from a Qualified Person via the Sense-Check service.
- 2.3. "Sense-Check" means the facilitation service operated by Lease-Pilot Limited, acting as an intermediary to connect Users with Qualified Persons for commercial lease-related legal reviews.
- 2.4. "Permitted Use" means using the Website to request legal review services in connection with commercial property transactions.
- 2.5. "Services" means the facilitation of introductions to a Qualified Person for a fixed-fee legal review. We do not provide legal advice or legal services.
- 2.6. "User" means a person using the Website or requesting Services.
- 2.7. "Website" means <u>www.sense-check.co.uk</u> and any subdomains operated by Lease-Pilot Limited.
- 2.8. "Qualified Person" means a solicitor qualified under the laws of England and Wales who independently undertakes legal review work. Sense-Check does not warrant or guarantee the regulatory status or qualifications of any such individual.

# 3. PERMITTED USE

- 3.1. You may use the Website and request Services only for legitimate business purposes relating to commercial property matters.
- 3.2. You must not:

- submit fraudulent, misleading, or incomplete requests;
- misrepresent the nature of the service or suggest that Sense-Check or Lease-Pilot Limited is providing legal advice or acting as your solicitor;
- resell or offer the Sense-Check service as part of any bundled or white-labelled service.

#### 4. OWNERSHIP

All rights in the Website, branding, and systems are owned by Lease-Pilot Limited. These Terms do not grant you any intellectual property rights or licences.

# 5. FEES, PAYMENT AND REVIEWS

- 5.1. All Fees are exclusive of VAT where applicable.
- 5.2. No payment is taken at the initial enquiry stage.
- 5.3. If your request is accepted, the solicitor will propose a fixed fee. You are under no obligation to proceed until you accept that fee and make payment.
- 5.4. Payments are collected by Sense-Check on behalf of the solicitor. A portion of the fee is retained by Sense-Check as a facilitation fee for the introduction. The remainder is paid to the solicitor who provides the legal review."
- 5.5. Sense-Check is not a law firm and does not provide legal advice. All legal services are delivered by independent solicitors under their own responsibility.

#### 6. SCOPE OF OUR RESPONSIBILITY

- 6.1. Sense-Check facilitates introductions to independent solicitors who provide legal reviews.
- 6.2. We do not provide legal advice or legal services.
- 6.3. All legal services are provided exclusively by the Qualified Person to whom your request is referred. We are not responsible for the content, accuracy, or outcome of the review.
- 6.4. We do not warrant that the legal review will satisfy third parties, regulators, or contractual requirements. If in doubt, you should seek legal advice before relying on any review outcome.
- 6.5. We do not independently verify the regulatory status or credentials of the Qualified Person. You are responsible for ensuring they meet your needs.

## **6A. SCOPE OF THE REVIEW SERVICE**

- 6A.1. Sense-Check facilitates introductions to independent solicitors for fixed-fee legal reviews relating to commercial property transactions, including leases, assignments, surrenders, licences, and similar documents.
- 6A.2. The scope, content, and depth of the review are determined solely by the agreement between you and the solicitor. Sense-Check does not define or guarantee what the review will include.

- 6A.3. Unless otherwise agreed with the solicitor, the review typically involves a time-limited assessment of the documents you provide, along with general observations or feedback.
- 6A.4. The review does not normally include negotiation, document redrafting, correspondence with third parties, or post-review support.
- 6A.5. Any questions about what is or is not covered must be directed to the solicitor before payment is made. Sense-Check has no role in the delivery or outcome of legal services.

### 7. OUR LIABILITY

We and our directors, officers, employees, and agents will not be liable to you for any loss of profits, business, opportunity, goodwill, or any indirect, special or consequential loss or damage arising from:

- 7.1. your use of the Website;
- 7.2. the performance or non-performance of the Sense-Check service;
- 7.3. delays or issues in the referral or review process;
- 7.4. reliance on any information on the Website;
- 7.5. any act, omission, advice, or failure by the solicitor with whom you are connected. Nothing in these Terms limits liability for death or personal injury caused by negligence, fraud, or any liability which cannot be excluded by law.

#### 8. REFUNDS

All payments are final. Refunds are issued only at our discretion and only in circumstances where the service has not been fulfilled.

# 9. CHANGES TO THE WEBSITE AND TERMS

We may update these Terms or the Website at any time. Changes take effect immediately upon publication.

# 10. AVAILABILITY

- 10.1. The Website and service are provided on an "as is" and "as available" basis.
- 10.2. We do not guarantee uninterrupted access or error-free performance and accept no liability for downtime or events beyond our control.

## 11. WAIVER

Any failure to enforce a provision does not constitute a waiver of any rights under these Terms.

### 12. SEVERANCE

If any provision of these Terms is found invalid or unenforceable, the remainder shall continue in full force and effect.

## 13. DATA PROTECTION

- 13.1. We process personal data in accordance with the Data Protection Act 2018 and UK GDPR.
- 13.2. See our Privacy Policy for full details of how we collect, use, and protect your data.

## 14. GOVERNING LAW

These Terms and any dispute arising from them are governed by the laws of England and Wales. The courts of England and Wales shall have exclusive jurisdiction.

#### 15. DISCLAIMER

Sense-Check is not a law firm and does not provide legal advice. We facilitate access to independent solicitors for fixed-fee commercial lease reviews. It is your responsibility to ensure the service is suitable for your needs. If in doubt, obtain independent legal advice before proceeding.