

Terms of Use for the Telephone Helpline

1. The Helpline is a free telephone helpline service provided by Kensington & Chelsea Social Council and supported by its legal partner for the Helpline, Russell-Cooke LLP Solicitors (“Russell-Cooke”). It is only available for queries concerning the law of England and Wales. It does not cover tax or financial matters.
2. The Helpline is generally open to take calls between 9.30 am and 5 pm on all weekdays, except Bank holidays. The duration of each call to the Helpline is limited to 15 minutes. The telephone number to call is **0203 826 7534**. When you are calling you should say that you are a member of Kensington & Chelsea Social Council. Alternatively you can email Charity.NewEnquiries@russell-cooke.co.uk marked ‘Kensington & Chelsea Social Council - Second Tier Helpline’ in the subject line and include a phone number; all email enquiries will be answered by telephone.
3. The purpose of the Helpline is to give general assistance based only on the background information that you provide during a call, to help you to identify areas where further work or professional advice may be required.
4. Information is generally given by telephone only and not in writing. Documents (including letters and other written communications) cannot be considered, drafted or amended.
5. The Helpline does not provide specific legal advice and should not be relied upon as a substitute for formal legal advice given in the context of full information (including documentation) provided by you in a properly defined engagement.
6. Where formal legal advice is required you may be referred to a lawyer at Russell-Cooke, but you are under no obligation to use Russell-Cooke for further formal legal advice.
7. The Helpline is provided on the basis that usage will be fair and reasonable. Kensington & Chelsea Social Council and Russell-Cooke may limit or withdraw use of the Helpline at their discretion at any time without notice, for example if an excessive number of calls are made by a particular Kensington & Chelsea Social Council member.
8. Russell-Cooke will use their reasonable endeavors to assist you during any call, but they do not assume a duty of care towards you in relation to any call and no solicitor and client relationship between you and Russell-Cooke will be established by virtue of any calls and therefore it will not be necessary for you to provide anti-money laundering identification papers.
9. Kensington & Chelsea Social Council and Russell-Cooke shall use reasonable care and skill in relation to the Helpline, but you should not rely on the assistance given as a substitute for specific legal advice based on a full understanding of the facts, issues and

circumstances involved. Neither Kensington & Chelsea Social Council nor Russell-Cooke warrant or represent that assistance provided via the Helpline will be comprehensive or complete.

10. All warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from these terms of use.

LIMITATION OF LIABILITY – YOUR ATTENTION IS PARTICULARLY DRAWN TO THESE CLAUSES

11. Except in relation to liability for death or personal injury or fraud, for which no limit applies, the liability of Kensington & Chelsea Social Council and/or Russell-Cooke for direct loss arising out of the use of the telephone helpline, whether based in contract, tort, strict liability or otherwise, is excluded in its entirety.

12. Subject to clause 11, in no event shall Kensington & Chelsea Social Council or Russell-Cooke be liable for any indirect, incidental, special or consequential damages arising out of or in any way connected with the use of the Helpline or with the delay or inability to use it whether based in contract, tort, strict liability or otherwise, even if Kensington & Chelsea Social Council or Russell-Cooke has been advised of the possibility of damages. In particular neither Kensington & Chelsea Social Council nor Russell-Cooke shall be liable for:

- a. loss of profits; or
- b. loss of business; or
- c. depletion of goodwill and/or similar losses; or
- d. loss of anticipated savings; or
- e. loss of goods; or
- f. loss of contract; or
- g. loss of use; or
- h. loss of corruption of data or information;
- i. any special, indirect, consequential or pure economic loss, costs, damages, charges or expenses.

13. These terms of use are governed by English law and the parties submit to the exclusive jurisdiction of the English courts.