

Terms of use

PLEASE READ THESE TERMS OF USE CAREFULLY BEFORE USING THE LEGAL HELPLINE SERVICE AS THEY CONTAIN IMPORTANT INFORMATION REGARDING YOUR LEGAL RIGHTS, REMEDIES AND OBLIGATIONS.

Introduction

The legal helpline service (**Helpline**) is provided by us, Epoq Legal Ltd, company number 3707955, whose registered office is at Middlesex House, 29-45 High Street, Edgware, Middlesex, HA8 7UU during normal business hours (9am to 5.30pm, Monday to Friday excluding public holidays in England), but we outsource this service to the law firm, MyLawyer Solicitors LLP (**MyLawyer**). MyLawyer is a limited liability partnership registered in England and Wales under number OC376661 with registered office at Middlesex House, 29-45 High Street, Edgware, Middlesex, HA8 7UU. My Lawyer is authorised and regulated by the Solicitors Regulation Authority. Their SRA number is 569955. Outside of normal business hours, the Helpline is provided by Irwin Mitchell LLP. Irwin Mitchell LLP is a limited liability partnership registered in England & Wales with number OC343897. Its registered office and principal place of business is at Riverside East, 2 Millsands, Sheffield, S3 8DT. Irwin Mitchell LLP is authorised and regulated by the Solicitors Regulation Authority. Their SRA number is 570654.

These terms of use (**Conditions**) govern your use of the Helpline.

Reference to a **Service Provider** is a reference to an organisation providing the Helpline as identified in these Conditions.

Licence

We grant to you a non-exclusive, non-transferable, limited licence only to use the Helpline, in accordance with the provisions set out in these Conditions. All rights not expressly granted to you in the Conditions are reserved by us and, if applicable, our licensors.

Legal capacity

You represent and warrant that you possess the legal right, capacity and ability to agree to these Conditions and use the Helpline in accordance with them.

Helpline

References to 'we' in this section include Irwin Mitchell LLP.

The following terms and conditions apply to the Helpline.

All advice is given in good faith and is based upon the information supplied by you during the call. We cannot be held liable for any loss suffered if inaccurate or incomplete information is given. We may ask questions to elicit information to assist us in answering your questions, but we are not obliged to do so and a failure by us

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to ask questions that may have altered our advice will not incur any liability on our part.

Advice is provided solely by telephone and will not be provided in writing. We will not enter into correspondence with you.

Advice given is specific to the individual issue being discussed and is not intended to be applied to other situations. If you do so then it is at your own risk.

The Helpline does not include:

- drafting or amendment of documents or clauses;
- preparation of letters; or
- advising, supporting or representing you in any further way.

A Helpline call will be discontinued immediately if you are rude or abusive, and your future access to the Helpline may be withdrawn

You must not facilitate the use of the Helpline by unauthorised persons. If you do, your access to the Helpline may be withdrawn.

Fair use restrictions applicable to the Helpline

Your use of the Helpline is subject to fair use in line with its intended purpose. As a guideline, any question asked on the Helpline should be answerable within approximately 20 minutes.

We shall have no obligation to provide advice to you through the Helpline if, in our absolute discretion, a question being asked by you is outside the scope of the service or if it is inappropriate to deal with your question through the Helpline (for example, if it is a complex issue that requires a face-to-face meeting or if you need written advice or a document drafted).

In this event, we will inform you immediately during the call and discuss your options with you.

If, in our absolute discretion, we consider that you have made, or are making, inappropriate or excessive use of the Helpline, your access to it may be restricted or suspended (either for a fixed period or indefinitely), or conditions may be imposed upon your access to it, which may include a condition of payment or an additional charge.

You will be notified before any such action is taken.

Liability limitations

Any claim in respect of breach of contract, for negligence, or in any other way for, or related to, the provision of or failure to provide the Helpline shall be against the applicable Service Provider.

Subject to that, the following provisions set out our entire financial liability (including any liability for the acts or omissions of our employees, agents and sub-contractors) to you in respect of:

1. any breach of these Conditions;
2. your use of the Helpline; or
3. any representation, statement or tortious act or omission (including without limitation negligence) arising under or in connection with these Conditions or the Helpline.

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Except as expressly and specifically provided in these Conditions, all warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from these Conditions.

Nothing in these Conditions shall exclude or limit:

- a. liability arising from death or injury to persons caused by negligence; or
- b. liability arising as a result of fraud or gross negligence to which no limit applies; or
- c. any other liability which cannot be excluded or limited under applicable law.

We shall not be liable for:

- a. any loss resulting from the provision of the Helpline by other Service Providers
- b. any loss for which liability is disclaimed elsewhere in these Conditions;
- c. loss of profits;
- d. loss of business;
- e. depletion of goodwill or similar losses;
- f. loss of anticipated savings;
- g. loss of goods;
- h. loss of use;
- i. loss or corruption of data or information;
- j. any special, indirect, consequential or pure economic loss, costs, damages, charges or expenses.

If we are held liable to you for any loss or damage, such liability shall in all cases be limited to the payment of an amount not exceeding £50,000, including costs and expenses in respect of any one claim. For the avoidance of doubt, a claim shall be defined as a claim or a series of claims (whether by one or more claimant) arising from, or in connection with, or attributable to, any one act, error, omission or originating cause or source or the dishonesty of any person or group of persons acting together, and any such series of claims shall be deemed to be one claim for all purposes under this clause.

Modifications

We reserve the right to change the terms, conditions, and disclaimers under which the Helpline is offered. This right shall not affect the then existing terms and conditions accepted by you when using the Helpline on a previous occasion.

These terms and conditions shall not affect your statutory rights as a consumer (where applicable).

Waiver of rights and remedies

Our failure to insist upon or enforce strict performance of any provision of these Conditions will not be construed as a waiver of any provision or right. Neither the course of conduct between you and us nor trade practice will act to modify any provision of these Conditions. Our rights, powers and remedies in the Conditions are cumulative and in addition to and not in substitution for any right, power or remedy that may be available to us at law or in equity.

Severability

If any provision of these Conditions is determined to be invalid or unenforceable in whole or in part, such invalidity or unenforceability will attach only to such provision

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or part thereof and the remaining part of such provision and all other provisions hereof will continue in full force and effect.

Assignment

We may at any time assign our rights or sub-contract our obligations under these Conditions, in whole or in part, without notice to you.

Force majeure

Neither of us will be responsible for a failure to fulfil our obligations under these Conditions or for delay in doing so if such failure or delay is due to circumstances beyond our reasonable control, such as acts of nature, acts of government, war, riots, strikes and accidents in transportation, but excluding a lack of financing, cash or credit.

Entire agreement

These Conditions, as amended from time to time, including any and all documents, websites, rules, terms and policies referenced herein constitute the entire agreement between us and you with respect to the matters referred to in these Conditions and supersedes all prior and contemporaneous agreements and understandings, whether electronic, oral or written, between us and you with respect to such matters.

English language

The Conditions (and all communications) are in English.

Governing law

These Conditions shall be governed by, and will be construed in accordance with, English Law, and the English courts shall have jurisdiction in any legal proceedings. We retain the right to bring proceedings against you for breach of these Conditions in your country of residence or any other relevant country.

Your agreement

Your use of the Helpline signifies your consent and agreement to these Conditions.

Updated 3 May 2017