

Terms of Use for the ACO Telephone Helpline

1. The Helpline is a free telephone helpline service provided by ACO 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 you are a member of ACO. Alternatively you can email Charity.NewEnquiries@russell-cooke.co.uk marked ‘ACO helpline’ in the subject line and including a phone number; all email enquiries will be dealt with 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. ACO 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 ACO 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. ACO 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 ACO 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 ACO 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 ACO 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 ACO or Russell-Cooke has been advised of the possibility of damages. In particular neither ACO 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; or
- 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.