

## THE ALLIANCE LEGAL ADVICE SERVICE

### TERMS OF SERVICE

- 1 The Alliance Legal and Copy Advice service ("Service") is provided by our partner law firm Lee & Thompson LLP, 80 Charlotte Street, London W1T 4DF ("Lee & Thompson") on behalf of the Alliance of Independent Agencies Limited (the "Alliance").
- 2 The Service is available to Alliance member agencies who have paid their membership fees (each an "Agency").
- 3 Use of the Service is subject to these Terms of Service.
- 4 By using the Service you, on behalf of your Agency, confirm that you accept and agree to these Terms of Service and that you have authority to bind the Agency to these terms. If the Agency does not accept these Terms of Service you should not use the Service.

#### Scope of Service

- 5 The Service is limited to thirty minutes of advice per Agency per calendar month. Once the time allocation has been used by the Agency in any one month it may not use the Service further that month.
- 6 If the Agency does not use its thirty minute allocation in one month it cannot carry forward any unused time to the next month.
- 7 The thirty minute allocation includes time spent by Lee & Thompson reviewing documents and correspondence and discussing enquiries by telephone or by email. The Agency accepts that in the time available it will not be possible to provide comprehensive advice in relation to complex matters. The Service is intended to enable Agencies to get answers to more simple questions and to obtain an initial view on more complicated matters including whether any particular situation may give rise to a legal issues, and give telephone guidance on how to approach such issues.
- 8 Lee & Thompson will not usually provide guidance in writing, though it may choose to do so.
- 9 The Service will not provide advice on tax or commercial property. If any other area of inquiry is outside the scope of Lee & Thompson's expertise Lee & Thompson will be unable to advice and will inform the Agency.

#### Response time

- 10 Lee & Thompson will endeavour to respond to all inquiries within 48 hours of receipt of the inquiry. That may not always be possible depending on resources available at the time of the inquiry.

#### Geographical scope

- 11 The Service is limited to guidance on English law and regulation.
- 12 Lee & Thompson maybe able to recommend local legal advice outside the UK if required.

#### No solicitor/client relationship

- 13 Use of the Service does not create a solicitor/client relationship between the Agency and Lee & Thompson.

- 14 Neither Lee & Thompson nor the Alliance owe the Agency any duty of care as a result of the provision of the Service.

#### Conflicts of Interest

- 15 Whilst no solicitor-client relationship arises from use of the Service, if the Agency's inquiry relates to any matter that may be adverse to the interests of clients of Lee & Thompson it may not be possible for Lee & Thompson to provide you with a response to your enquiry. Lee & Thompson will inform you if this is the case.

#### No liability

- 16 The Service is a free service. Accordingly neither the Lee & Thompson nor the Alliance accept any liability of any kind for any advice or guidance provided through the Service nor for any act or omission of any of its representatives in providing the Service.
- 17 Neither Lee & Thompson nor the Alliance accept any liability for any loss, damages, costs or other loss (financial or otherwise) whatsoever caused to the Agency or to any client of the Agency as a result of any act or omission of the Agency resulting from any reliance on advice provided through the Service. Nothing in these terms shall exclude or restrict the liability of Lee & Thompson or the Alliance for fraud or any other liability that cannot be excluded or restricted under English law.

#### Data Protection

- 18 Lee & Thompson and the Alliance will comply with their obligations under the Data Protection Act 2018 and UK GDPR. Lee & Thompson will handle your personal data in accordance with its Privacy Policy at <https://www.leeandthompson.com/privacy-policy/>.
- 19 Unless you agree otherwise in writing, your personal information will only be used for the purposes of providing the Service.

#### Confidentiality

- 20 Any inquiries made by the Agency will be submitted by the Alliance to Lee & Thompson. Subject to Clauses 20 (required disclosure) and 23 (Publication of Inquiries) Lee & Thompson will keep all communications with the Agency confidential and will not share any responses to such inquiries with the Alliance or any third party.
- 21 Neither Lee & Thompson nor the Alliance is obliged to retain copies of any documents you submit or guidance given to you as part of the Service. If such copies are retained, they will be kept confidential by Lee & Thompson.
- 22 Lee & Thompson may be obliged to disclose your confidential information to its professional advisers (e.g. its insurers) or if disclosure is required by law.

#### Publication of enquiries

- 23 Unless otherwise directed by you, the Alliance may, at its discretion, publish your inquiry and any response in an edited form as an FAQ on the Alliance website to assist other Agencies with similar issues. The Alliance will only do so in anonymised form and will only do so in a way that will not disclose any sensitive or confidential information. The Alliance will not publish any accompanying documentation.

Governing law and Jurisdiction.

- 24 These Terms of Service are governed by the law of England and Wales.
- 25 Any dispute arising from or relating to these Terms of Service shall be subject to the exclusive jurisdiction of the Courts of England and Wales.