

Civil Litigation Support Helpline Terms & Conditions

Our Litigation Support Helpline (the “Helpline”) is a legal telephone helpline service provided by Taylor Rose MW (“we” or “us”) for Subscribing Members (“you” or “caller”) and the following terms and conditions shall apply to the relationship between you and us.

The Helpline is open to take calls 9-5 Monday – Friday.

1. The Helpline is only available to Subscribing Members and for their own personal and non-commercial use and covers the areas of law as specified in paragraph 2, in exchange for the Subscription fee.
2. The Helpline covers the following areas of law in England & Wales, provided they arise from, or are related to the sale or purchase of Real Property:
 - a. Breach of Contract against the other party to your Property transaction.
 - b. Misrepresentation of the Property you have purchased or sold.
 - c. The alleged negligence of a professional adviser in your property transaction. For example:
 - i. Mortgage broker
 - ii. Surveyor
 - iii. Estate agent
 - iv. Financial Adviser
 - v. Accountant
3. Any dispute which is the subject of formal legal proceedings in any court is expressly excluded from this service. We will only advise on those matters as a separate and formal instruction to act on your behalf and advise you outside of this agreement and subject to its own terms and conditions. We are under no obligation to accept such instructions and we have absolute discretion as to whether we agree to accept them on a case by case basis.
4. We are not authorised by the Financial Conduct Authority to provide advice and cannot advise you on any tax consequences of your enquiry or the merits of investment transactions or exercising investment rights or act as an arranger or broker of transactions. You should ask your accountant to advise on such matters.
5. Callers are requested to be ready with a concise summary of their enquiry and the legal question they wish to ask. We will, where possible and appropriate, provide initial basic information related to your enquiry on any of the above areas of law (in paragraph 2) based on what you tell us. If your enquiry relates to any other area of law, or work not normally undertaken by Taylor Rose MW, or if there are other circumstances giving us reason not to

give you information (for example, a conflict of interest), we are under no obligation to provide any information or advice.

6. When callers first contact the Helpline, they will be put through to our helpline reception team who will try to transfer the call to an appropriate legal adviser. If, at the time of your call, that person is engaged with another caller or otherwise unavailable, we will try to arrange to call you back when it is convenient to you and when we have had the opportunity to consider your enquiry.
7. We may ask you for information to help us with your enquiry. You must give us information we ask for as soon as possible, and tell us if you think it is not complete or accurate. It is also your responsibility to carry out any action that we suggest you should do. We will not be responsible for anything that happens because you have not done something we suggested you to do promptly.
8. Any information provided through the Helpline is given as a general preliminary guide only 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 to us in a properly defined engagement. If you would like formal legal advice then please let us know (see paragraph 8 below).
9. Where we believe formal legal advice is required, we will tell you. We are able to refer you to one of our legal representatives at Taylor Rose MW who will discuss next steps with you so you can decide if you would like Taylor Rose MW to assist you further. You are under no obligation to use Taylor Rose MW for further formal legal advice.
10. You should contact the Helpline personally and not via a third party. Any information given is provided to and for your benefit alone and not for the benefit of family, friends and other third parties. If you are a consultant or professional adviser, the Helpline does not give information for you to pass on to your clients.
11. Information is given by telephone only and not in writing. Documents (including letters and other written communications) cannot be considered, drafted or amended. We are under no obligation to take any action as a result of your call until Taylor Rose MW is formally instructed in writing in accordance with paragraph 8. We may monitor e-mails in accordance with the Telecommunications (Lawful Business Practice) (Interception of Communications) Regulations 2000.
12. We cannot receive or deal with any funds for you or on your behalf until we are formally instructed in accordance with paragraph 8. Where we are obliged or constrained by certain professional or regulatory duties or obligations we may not be able to accept or continue to work on your enquiry.
13. We may work with third parties to provide advice in relation to queries which do not relate to the law of England and Wales. We will obtain consent from you before passing any personal information or information about your query to any other party. The third parties we work

with will provide us with information about their contact with you and we will store that information in accordance with paragraph 17.

14. This service is subject to a fair use policy. Excessive or unreasonable use of the Helpline is not permitted and may result in the service being withdrawn for particular callers. Telephone calls may be ended by the Helpline if they are considered unreasonable (e.g. if an excessive number of calls or calls of an excessive duration are made). We may withdraw the service if, for example, an excessive number of calls are made or a caller is rude or abusive to our staff. We reserve the right to withdraw the Helpline from you or generally at any time without notice.
15. We search our records to protect you from conflicts of interest. Where a conflict arises or may arise (for example, where we find that your opponent is or has been our client), we may not be able to accept or continue to work on your enquiry.
16. We will not reveal confidential information about you or your enquiry to other people unless you agree. We may be required by law to reveal certain information about you to authorities such as the Police or HM Revenue & Customs in relation to matters such as tax, fraud and money laundering. In the unlikely event we may have to share such information with colleagues within Taylor Rose MW and third parties, in this respect you agree to waive our duty of confidence to you and the 'legal professional privilege' that attaches to your communications with us and in particular to the communications between you and the person in Taylor Rose MW handling your enquiry.
17. We shall not be responsible for any losses whatsoever suffered, sustained or incurred by you or any third party by reason of our compliance with obligations imposed on us by 1) The Money Laundering, Terrorist Financing and Transfer of Funds (Information on the Payer) Regulations 2017 and/or 2) The Proceeds of Crime Act 2002 and/or 3) other legislation relating to or connected with the prevention of crime and/or 4) the instructions of any law enforcement agencies.
18. Data Protection laws impose obligations on us as we will obtain and process personal data relating to you. We are required to inform you how we will use your information and the legal grounds for processing. We are also required to inform you when and with whom we will share your personal data and our provisions for data storage and retention. Please refer to our full Privacy Policy.
19. If a person requests in writing access to personal data relating to him or her which is processed by us we are legally required to grant such a request unless the data is legally privileged. The right of access includes the right to information on the purposes of the processing, the recipients, the source and substance of any disclosed data and the anticipated period of storage. If we are required to provide data in response to a request relating to your enquiry, the work involved will be treated as part of our services to you.
20. All telephone calls made through the Helpline may be recorded for training and monitoring purposes for a limited period of time which will depend on the nature of the enquiry. Unless you notify us in writing otherwise, you consent to the exclusive electronic storage by us (or by

third parties on our behalf) of all such telephone recordings. You may request a copy of the telephone recording.

21. Our total liability in respect of breach of contract or breach of duty or fault or negligence or otherwise arising out of or in connection with any information given to you through the Helpline shall be limited in total to £2 million which covers claims of any sort whatsoever (including but not limited to interest and costs). This provision shall have no application to any liability for death or personal injury or any other liability for which exclusion or restriction is prohibited by law or to liability as a result of fraud or reckless disregard of professional obligations on our part.
22. Our liability to you shall further be limited to that proportion of the loss or damage (including interest and costs) suffered by you which is ascribed to us by a court of competent jurisdiction allocating proportionate responsibility to Taylor Rose MW having regard to the contribution to the loss and damage in question of any other person (loss or damage having the same meaning as in the Civil Liability (Contribution) Act 1978). This provision shall have no application to any liability for death or personal injury or any other liability for which exclusion or restriction is prohibited by law or to liability as a result of fraud or reckless disregard of professional obligations on our part.
23. We expect that you will receive an efficient and effective service. In the unlikely event of a problem arising or your being dissatisfied with the service provided, we have a comprehensive complaints procedure. If you wish to make a formal complaint you should contact our Compliance Officer for Legal Practice, Matthew Hoe at the address below.
24. If any provision of these terms and conditions is found by any court, tribunal or administrative body of competent jurisdiction to be wholly or partly illegal, invalid, void, voidable, unenforceable or unreasonable it shall to the extent of such illegality, invalidity, voidness, voidability, unenforceability or unreasonableness be deemed severable and the remaining provisions of these terms and conditions and the remainder of such provision shall continue in full force and effect.
25. Failure or delay by either party in enforcing or partially enforcing any provision of these terms and conditions shall not be construed as a waiver of any of its rights under these terms and conditions.
26. Any waiver by either party of any breach of, or any default under, any provision of these terms and conditions by the other shall not be deemed a waiver of any subsequent breach or default and shall in no way affect the other terms of these terms and conditions.
27. These terms and conditions are not intended to and do not confer any rights on any third party under the Contracts (Right of Third Parties) Act 1999.
28. The formation, existence, construction, performance, validity and all aspects of these terms and conditions shall be governed by English law and the parties submit to the exclusive jurisdiction of the English courts.

29. We reserve the right to amend these terms and conditions at any time by updating this page and you are advised to check this page regularly, as any updates will be binding upon you.

30. We reserve the right to subcontract any part of this service to a third party provider or subcontractor and update these terms to reflect or incorporate any agreement we have with a third party.

TAYLOR ROSE MW is a trading name of Taylor Rose TTKW Limited, a company registered in England & Wales number 09673088.

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We are authorised and regulated by The Solicitors Regulation Authority under SRA number 623604. The SRA's Standard and Regulations are available via the SRA website www.sra.org.uk

We use the word "partner" to refer to an employee or consultant who is a practising lawyer with equivalent standing.