

EDWARD CONNOR SOLICITORS

Terms and Conditions of Business – Advice Line Services

1. General

- 1.1. Thank you for instructing Edward Connor Solicitors ('ECS') to provide your organisation with advice line services. These Terms of Business (the 'Terms') explain the basis upon which we will be acting for you.
- 1.2. In these Terms 'we' or 'us' means Edward Connor Solicitors or any successor organisation as described in clause 11.
- 1.3. The expressions 'you' or 'your' 'the organisation' or 'the Client' refer to our client which is the church/charity described in our covering correspondence.
- 1.4. These terms are subject to change from time to time and are updated on our website.

2. Our aims

- 2.1. **To be experts in law for Christian organisations, including churches** – Edward Connor Solicitors is a team of Christian solicitors and specialists who have expertise in charity law and other legal disciplines that are relevant to the requirements of Christian organisations, such as property and employment matters. They are each actively involved in churches and other Christian charities themselves so understand how they operate.
- 2.2. **To have empathy** – As well as being professional in our approach, we seek to be loving, patient and gentle combining our legal expertise with a pastoral heart – with our help and prayer, we support your organisation to be more effective in serving Christ. You can trust us to provide advice that is both legally robust and biblically faithful. It is our aim to work as the Apostle Paul did, '...in purity, understanding, patience and kindness; in the Holy Spirit and in sincere love; in truthful speech and in the power of God...' (2 Corinthians 6 v 6-7)
- 2.3. **To be cost-effective** - Whatever your legal budget, expert legal help should not come at the expense of your ministry; we see ourselves as gospel partners, not business partners. The advice line service helps churches and other Christian organisations to be legally compliant but also act in line with biblical principles. This is something Edward Connor Solicitors can do at excellent value for money because our charge out rate is often lower than the commercial rate for the equivalent level of qualification and experience of our staff.

3. Organisations we serve

- 3.1. Please note that Edward Connor Solicitors is a Christian charity. One of the aims of our charity is to support the Fellowship of Independent Evangelical Churches ("FIEC"). Therefore, we may be unable to act for you if there is a potential conflict of interests with FIEC.

- 3.2. We may also be instructed to act on behalf of the umbrella organisation / holding trustee that has arranged for you to receive the advice line service. We may be unable to act for you if there is a potential conflict of interests or dispute with such organisation. But if both clients have a substantial common interest (i.e. they intend to work together to achieve the same goals) and there is no likelihood of conflict or dispute between the parties then it may be possible for us to act for both clients. Please review the section below headed "Acting for more than one client" and if you are willing for us to act for both clients please sign the consent at the end of these Terms
- 3.3. For example, we may be instructed to act for the Fellowship of Independent Evangelical Churches Limited ("FIEC Limited") which is the property holding trustee for many FIEC and other churches. If FIEC Limited is holding trustee for the church's buildings or other property, and there is no potential conflict of interests or dispute with FIEC Limited then please review and sign the consent at the end of these Terms which is explained in the section below headed "Acting for more than one client"
- 3.4. As a Christian charity, we are only able to act for organisations who can confirm in writing their agreement to our Statement of Faith (as defined and set out in our constitution), who display evangelical Christian beliefs consistent with that Statement of Faith, and who act in accordance with them.

4. Advice line services

- 4.1. We are instructed to act for the organisation in providing general legal advice over the phone which is limited to 30 minutes per query.
- 4.2. The members of our team who will provide advice will vary depending upon the nature and timing of the query. The solicitor who will supervise the day to day giving of advice is Neal Patterson, Senior Solicitor and Head of Advice to Churches. The person with overall responsibility for the advice line service is Gemma Adam, the Managing Director of ECS.
- 4.3. We are qualified to advise on the laws of England and Wales. If you require advice from lawyers in other jurisdictions we may refer you to lawyers who can help but such advice is not part of the advice line service that we provide.
- 4.4. We are not qualified to provide advice in relation to taxation, including VAT, or other financial matters. You will need to be separately advised on the tax, VAT and financial implications of any legal advice that we provide to you. We may be able to assist you with finding appropriate advisers in these areas.
- 4.5. The advice that we provide is based on the information that you give us, and the law that is current at the time. You need to let us know if there are any changes in the information that you have provided to us. We will not be responsible for updating you of future changes to the law, unless we have expressly agreed to do so as part of an ongoing engagement.
- 4.6. We own all intellectual property rights, including copyright, in all materials, documents, advice, templates and other work in any format or media which we create, develop, generate or obtain in the course of providing services to you ('the Materials').

- 4.7. One of our aims as a charity is to serve churches and Christian organisations by charging lower than commercial rates for the use of our resources. Therefore, we reserve the right to reuse the Materials in any way in accordance with the aims of our charity, including (but not limited to) by publicising them on our website, or by using them for the benefit of other clients or prospective clients, subject at all times to our duty of confidentiality to you (so that, for example, it may be necessary for us to remove information in such Materials that would identify you).

5. Professional charges, expenses and disbursements

- 5.1. We have agreed to supply the general advice line service to you either at the cost of an umbrella organisation / holding trustee, or as otherwise set out in our correspondence with you.
- 5.2. Should you instruct us to carry out any additional matters outside the scope of the 30-minute advice line, we reserve the right to charge additional fees in relation to such work based upon our current hourly rates. If this happens we will discuss with you the options available to you, any additional work that this will entail and the likely fees. Wherever possible, we will seek to guide you towards the most cost-effective solution.
- 5.3. Our charges for any additional work outside the scope of the advice line are normally based on the time spent dealing with such a matter, and if you wish to instruct us to carry out additional work then we will provide you with details of our current hourly rates. All rates are exclusive of VAT (which means that VAT will be charged in addition to our hourly rates). These vary according to the level of seniority and expertise of each fee earner. Other factors may also be taken into account, for example, complexity, value, importance to the client and urgency.
- 5.4. Disbursements are charges paid to external parties on your behalf. It is unlikely that we will incur any disbursements in providing the general advice line service, unless discussed with you separately. Any such third party costs are payable at cost unless otherwise agreed.

6. Service levels, communication and hours of business

- 6.1. We would like to agree the level of service that we will provide and to explain our responsibilities and yours

We will:

- treat you fairly and with respect; and
- communicate with you in plain language;

You will:

- provide us with clear, timely and accurate instructions
- provide all documentation and information that we reasonably request, and
- notify us of any changes in circumstances that may affect the outcome or cost/benefit of providing the advice that you have requested

- 6.2. The normal hours of opening at our offices are between 9.00am and 5.00pm from Monday to Friday (except during staff prayer meetings which normally occur on Tuesday

9.00am to 9:30am and Thursday 2.00pm to 2:30pm). Messages can be left on the answerphone outside those hours. We are closed on all bank holidays.

7. Money Laundering Regulations 2017 and Proceeds of Crime Act 2002

- 7.1. We have to ensure that we are not unwittingly drawn into transactions which launder money or are funded by the proceeds of crime. We are required to ensure that we know our client and can provide evidence that we have verified the identity of who we are acting for. Depending on the nature of the organisation, we may ask you to provide evidence of identity and other information for two of the trustees.
- 7.2. Please note that in posting documentation to us there is a risk of interception and fraud for which we cannot accept any responsibility. If you require any further information on the documents acceptable for identification then please do not hesitate to speak to us.
- 7.3. Please note we are unable to accept any cash payments.
- 7.4. Subject to the section headed 'Data protection' below, any personal data we receive from you for the purpose of preventing money laundering or terrorist financing will be used primarily for that purpose or:
- otherwise with your consent;
 - as permitted by or under another enactment; or
 - as required by a regulatory authority
- 7.5. The Proceeds of Crime Act prevents us from being involved in any arrangements which involve property or money which in any way constitute, whether in whole or in part, a person's benefit from any form of criminal conduct. If we become aware of, or suspect, any such circumstances we will have to make a disclosure to the National Crime Agency (NCA) whose consent would then be required before we can continue to act. Such a disclosure would be without any reference to you and without us being able to disclose it to you.
- 7.6. Subject to the section headed 'Liability' below, we shall not be liable for any loss arising from or connected with our compliance with any statutory obligation which we may have, or reasonable belief we may have, to report matters to the relevant authorities under the provisions of money laundering and/or terrorist financing legislation.

8. Liability

- 8.1. In accordance with normal professional practice, our liability to you in respect of any claim for loss is limited to the maximum amount payable in respect of that loss under the terms of our professional indemnity insurance. Subject to the following clause, it is specifically understood and agreed that:-
- 8.1.1. Unless otherwise previously agreed in writing, Edward Connor Solicitors ('ECS') will assume no liability whatsoever to any third party (i.e. other than to you as our client);
- 8.1.2. ECS shall assume no liability whatsoever for any loss that may arise from its relying on information or documents provided to us by you or on your behalf to the extent that the same is misleading, incomplete or incorrect;

- 8.1.3. ECS shall not in any circumstances be liable for the acts or omissions of any third party in relation to our or their work or documents, including without limitation any barrister or expert, whether or not engaged by ECS on your behalf;
 - 8.1.4. ECS's directors, managers, consultants and employees will at all times act only on its behalf and you agree that in no circumstances whatsoever will such individuals assume or have any personal liability to the Client for any loss howsoever arising out of, or in connection with, work carried out for you; and
 - 8.1.5. The maximum limit of ECS's liability to you, whether for breach of contract, negligence or otherwise, is £3 million in any one claim which is the current level of our professional indemnity insurance.
- 8.2. We only limit our liability to the extent the law allows. We do not exclude our liability (if any) to you for personal injury or death resulting from our negligence, for loss resulting from our fraud / fraudulent misrepresentation or for any matter which it would be illegal to exclude or attempt to exclude.

9. Professional Indemnity insurance

- 9.1. We are obliged to put in place professional indemnity insurance to cover the legal advice provided. Cover is renewed each year and the applicable insurer may change from year to year. Details of the current insurer and insurance cover, including contact details of our insurer and the territorial coverage of the policy, can be inspected at our office or are available on request.
- 9.2. To comply with our regulatory obligations and the terms of our professional indemnity insurance, we may disclose relevant documents and information to insurers, brokers and insurance advisers on a confidential basis. This could include details of any circumstances arising from our work for you that might give rise to a claim against us. You consent to such disclosure by us even if the documents and information in question are confidential and/or subject to legal professional privilege.

10. Equality and diversity

- 10.1. Edward Connor Solicitors is committed to promoting equality and diversity in all dealings with clients, third parties and employees, acting in accordance with its constitution and doctrinal commitments. Please contact us if you would like a copy of our equal opportunity and diversity policy.
- 10.2. We recognise that everyone is different and has something unique to offer. Edward Connor Solicitors wants to respect and understand these differences and to make the most of everyone's talents.
- 10.3. Please let us know if you require any reasonable adjustments to ensure that you are not at a substantial disadvantage when it comes to using our services.

11. Assignment

- 11.1. If at any time the whole or any part of Edward Connor Solicitors is transferred to a successor organisation ("the Successor"), all work on which we have been instructed

by you may be carried out by the Successor and reference to “we” and “us” will from the date of the transfer be interpreted as being a reference to the Successor. The charges (“work in progress”) for the work that Edward Connor Solicitors has carried out prior to the date of transfer, and any associated costs or disbursements, may also be transferred to the Successor, and the Successor will be entitled to invoice you for those charges, costs and disbursements.

12. Termination

- 12.1. You may terminate your instructions to us in writing at any time. We will be entitled to keep all your papers and documents whilst money is owed to us for the advice line service. If at any stage you do not wish us to continue doing work, you must tell us this clearly in writing.
- 12.2. If we decide to stop acting for you, we will tell you the reason and give you notice in writing.

13. Data protection

“Data Protection Legislation”

means the Data Protection Act 1998, the Privacy and Electronic Communications Regulations (EC Directive) Regulations 2003 (SI 2426/2003 as amended), and all applicable laws and regulations, including any replacement UK or EU data protection legislation relating to the Processing of Personal Data, including, where applicable, the guidance and codes of practice issued by the Information Commissioner’s Office.

- 13.1. The information you provide about yourself (including that of any individuals involved in instructing us) will be used primarily for the provision of legal services to you and for related purposes including:
 - compliance with legal and regulatory obligations and good practice, e.g. identifying clients and verifying their identity
 - ensuring the firm’s policies are adhered to
 - operational reasons, such as recording transactions, training and quality control
 - statistical analysis
 - updating and enhancing client records
 - analysis to help us manage and improve our practice
- 13.2. Our use of your information is subject to your instructions, Data Protection Legislation, other relevant legislation and our duty of confidentiality.
- 13.3. Please note that our work for you may require us to give information to third parties such as experts, regulators, insurers, brokers and other professional advisers. On occasion, those parties may be located outside the UK and the European Union.
- 13.4. We may disclose and exchange information with law enforcement agencies and regulatory bodies.

- 13.5. Information may be held at our offices. We have security measures in place to seek to ensure there is appropriate security for information we hold. We may use a third party service provider to store some or all of your data in the Cloud.
- 13.6. Under Data Protection Legislation you have a right of access to the personal data that we hold about you. To make a request for your personal information contact Gemma Adam by emailing: info@edwardconnor.com

You also have the right to:

- object to processing of personal data that is likely to cause, or is causing, damage or distress
- prevent processing for the purpose of direct marketing
- object to decisions being taken by automated means
- in certain circumstances, have inaccurate personal data rectified, blocked, erased or destroyed; and
- claim compensation for damages caused by a breach of the Data Protection regulations.

For further information on how your information is used, how we maintain the security of your information and your rights to access information we hold on you please contact Gemma Adam by emailing: info@edwardconnor.com

If you have a concern about the way we are collecting or using your personal data, you should raise your concern with us in the first instance or directly to the Information Commissioner's Office at <https://ico.org.uk/concerns/>

- 13.7. We would like to use the information you provide to us to contact you by email or post to send you information about Edward Connor Solicitors and its products, services and events. If you would like to receive such information please confirm your contact details by inserting them in the space provided at the end of these terms. You can unsubscribe at any time by emailing: info@edwardconnor.com

14. Complaints procedure / dissatisfaction or complaint

- 14.1. We are committed to providing high quality legal advice and client care. If you are unhappy about any aspect of the advice line service, please contact Neal Patterson, Senior Solicitor and the Head of Advice to Churches on 01858 411568 or neal.patterson@edwardconnor.com or by post to 39 The Point, Market Harborough, LE16 7QU.
- 14.2. If you are still not satisfied after speaking to Neal Patterson, then contact Gemma Adam, the Managing Director of Edward Connor Solicitors, on 01858 411568 or gemma.adam@edwardconnor.com or by post to 39 The Point, Market Harborough, LE16 7QU.
- 14.3. If Gemma Adam is the subject of the complaint, or has been personally involved in the issues which are the subject matter of the complaint, then please contact John Stevens, the Chairman of the board of directors of Edward Connor Solicitors on 01858 411568 or john@fiecc.org.uk or by post to 39 The Point, Market Harborough, LE16 7QU.
- 14.4. We have a written procedure that sets out how we handle complaints. It is available from our office on request.

- 14.5. We have eight weeks to consider your complaint. If we have not resolved it within this time, you may complain to the Legal Ombudsman. If you are not happy with our handling of your complaint you can ask the Legal Ombudsman to consider the complaint. The Legal Ombudsman's contact details are:

PO Box 6806
Wolverhampton
WV1 9WJ
Tel: +44 (0)300 555 0333
Email: enquiries@legalombudsman.org.uk
Website: www.legalombudsman.org.uk

- 14.6. Normally, you will need to bring a complaint to the Legal Ombudsman within six months of receiving a final written response from us about your complaint or within six years of the act or omission about which you are complaining occurring (or if outside of this period, within three years of when you should reasonably have been aware of it).
- 14.7. The Legal Ombudsman deals with complaints by consumers, some charities and some very small businesses. This means some clients may not have the right to complain to the Legal Ombudsman - e.g. charities with an annual income net of tax of £1million or over may be unable to use the services of the Legal Ombudsman. This does not prevent you from making a complaint directly to us about the service you have received or about our fees.

15. Record-keeping and destruction of file

- 15.1. We do not intend to keep any papers or documents in respect of the advice line service, other than a general file which may contain written information (including recording or monitoring of calls) that will be retained for our own records. We will retain your file for a minimum period of six years after your matter is concluded. Arrangements will then be made for the file to be confidentially destroyed without further reference to you.

16. Confidentiality

- 16.1. The information and documentation you provide us is confidential and subject to legal professional privilege unless:
- stated otherwise in this document, eg in relation to prevention of money laundering and terrorist financing, or
 - we advise you otherwise during the course of your matter
- 16.2. We cannot absolutely guarantee the security of information communicated by email or mobile phone. Unless we hear from you to the contrary, we will assume that you consent for us to use these methods of communication.
- 16.3. External firms or organisations may conduct audit or quality checks on our practice from time to time. They may audit or quality check your file and related papers for this purpose. It is a specific requirement imposed by us that these external firms or organisations fully maintain confidentiality in relation to any files and papers which are audited or quality checked. If you do not wish your file to be reviewed please confirm this to us in writing, otherwise we will assume you consent to your file being reviewed.

17. Regulated Services

- 17.1. Edward Connor Solicitors is authorised and regulated by the Solicitors Regulation Authority, The Cube, 199 Wharfside Street, Birmingham, B1 1RN ('the SRA').
- 17.2. This means that we are governed by a Code of Conduct and other professional rules, which you can access on the SRA's website (www.sra.org.uk) or by calling 0370 606 2555.
- 17.3. We are not authorised by the Financial Conduct Authority. If, while we are acting for you, you need advice on investments or other financial matters, we may refer you to someone who is authorised to provide the necessary advice.

18. Governing Law

- 18.1. Any dispute or legal issue arising from our Terms of Business will be determined by the law of England and Wales, and considered exclusively by the English and Welsh courts.

19. Acting for more than one client

- 19.1. **Please note that we may already be acting for an umbrella organisation / holding trustee that has an interest or involvement in your organisation or the land or other assets owned by your organisation. This could mean that we will owe a duty to act in the best interests of two different clients in relation to the same or related matters. We will need to consider the exact circumstances on a case by case basis, but we may be unable to act for you if there is a potential conflict of interests. Please let us know as soon as possible if you are aware of any other party who may be involved or any potential conflict of interests.**
- 19.2. **If we agree to act for more than one client on a matter, then it is possible that we will receive information from each client that could be considered confidential. But in order for this advice service to be carried out effectively we will assume that you are willing for any information received by us to be shared with the other client, and by signing to give your consent at the end these Terms you agree to waive your right of confidentiality. If you decide to withdraw this waiver of confidentiality this may trigger a conflict of interests, and we may no longer be able to act for both clients.**
- 19.3. **In many cases, both clients will have a substantially common interest in relation to the service being provided or a particular matter that we advise upon. This is often the case in respect of a church / charity and its umbrella organisation / holding trustee, because both organisations would normally work together to achieve the same objectives. Therefore, it may be in the interests of both clients to instruct the same solicitor and to share all relevant information with the other client, provided that there is no potential conflict or dispute between the parties. If you are happy to proceed on this basis, then please confirm your consent to us acting for more than one client and the waiver of confidentiality by signing at the end of these Terms**

20. Acceptance of Terms

20.1. Please can you arrange for a copy of these Terms to be signed by at least two trustees who have been authorised to instruct Edward Connor Solicitors to provide the advice line service. **In the meantime, if you continue to instruct us before you are able to return signed copies, this will be taken as your acceptance of our Terms.**

CLIENT ACCEPTANCE OF TERMS AND (IF APPROPRIATE) CONSENT TO ACTING FOR MORE THAN ONE CLIENT:

These Terms of Business are accepted for and on behalf of the Client

The trustees also grant consent to Edward Connor Solicitors acting for[*please insert other interested parties that ECS may act for in relation to your matters*], and agree to waive their right of confidentiality so that Edward Connor Solicitors can share information with the other client(s)

Signed: Date:
Print Name of Trustee:
Acting as a trustee duly authorised on behalf of:
Print Name of church/charity:

Signed: Date:
Print Name of Trustee:
Acting as a trustee duly authorised on behalf of:
Print Name of church/charity:

RECEIVING OTHER INFORMATION ABOUT ECS:

We would like to receive information about Edward Connor Solicitors and its products, services and events:

by email to
by post to
.....
.....

(You can unsubscribe at any time by emailing: info@edwardconnor.com)