

Advice Line Agreement

**Foundation for
Community Dance**
trading as People Dancing

A Partner **You Can Trust**

AbbeyLegal 
Legal Protection Insurance

Agreement for the provision of telephone advice

This Agreement is made on the 1st April 2017 between:

1. **Abbey Protection Group Limited** of 20 Fenchurch Street, London EC3M 3AZ ("**APG**"),
2. **Foundation for Community Dance** of LCB Depot, 31 Rutland Street, Leicester, LE1 1RE ("**Client**")

Together the **Parties**,

A. **APG** is:

- a legal expenses insurance intermediary trading as **Abbey Legal Protection**;
- a provider of legal services trading as **LHS Solicitors LLP** and;
- is the parent company of Abbey Tax Consultancy Services Limited trading as **Abbey Tax Protection** which is a separate business which provides tax advice services.

B. **The Client** is a trade and/or affinity organisation. In this capacity it provides services for its **Associates**.

The **Parties** agree as follows:

1. Interpretation:

1.1. In this Agreement the following definitions will have the following meanings:

"Associate" – means any person or company who is a subscribing member of **the Client**.

"Charges" – means the fees payable by **the Client** to **APG** in accordance with clause 4.

"Designated Representative" – means the persons named in Schedule 1 who are the respective account managers for **the Client** and **APG**.

"Force Majeure" – means circumstances beyond the reasonable control of a party including but not limited to: terrorism, (extreme) adverse weather conditions, interruption or failure of utility services including to electric power gas or water, pandemics, collapse of building structures, strikes, lockouts and other industrial action; acts of God; war; riot; civil commotion; default of suppliers or sub-contractors; compliance with law, government order, rule or regulation; accident, breakdown or failure of plant or machinery or computers; fire; flood or storm.)

"Period of Agreement" – means the period, set out in Schedule 1, during which the Services will be provided.

"Services" – means the telephone advisory services provided by APG to the Client as specified in Schedule 1 of this Agreement.

2. Supply of Service:

2.1. **APG** shall supply the **Services** to the **Client** for the Term of this Agreement, as set out in clause 3.

3. Term:

3.1. The **Services** shall be provided by **APG** during the **Period of Agreement**, unless terminated in accordance with clause 5.

4. Charges:

4.1. **The Client** shall pay **APG** the **Charges** due by the agreed due date, all as set out in Schedule 1.

4.2. **The Client** has a right to object to the charges by way of **APG's** complaints procedure (clause 10), and/or by applying to the court for an assessment of the bill under Part III of the Solicitors Act 1974.

5. Termination:

5.1. This Agreement may be terminated by **the Client**:

5.1.1. By giving not less than 14 days notice in writing if **APG** commits a material breach of this Agreement, which **APG** has failed to remedy within 14 days of being required to do so by **the Client** in writing.

5.1.2. By giving not less than 14 days notice in writing to **APG** if **APG** has failed to meet its obligations for a period in excess of 30 days by reason of **Force Majeure**

5.2. This Agreement may be terminated by **APG**:

5.2.1. Immediately **the Client** becomes insolvent or makes any voluntary arrangement with its creditors or becomes subject to an administration order or; goes into liquidation, or bankruptcy or has a receiver appointed over any of its assets or ceases, or threatens to cease, to carry on business.

5.2.2. By giving 14 days notice in writing if **the Client** fails to pay the **Charges** when due.

5.2.3. By giving not less than 14 days notice in writing if **the Client** commits a material breach of this agreement, which **the Client** has failed to remedy within 14 days of being required to do so by **APG** in writing.

6. Consequences of Termination:

6.1. On termination of this Agreement **APG** shall cease to supply the **Services**. All **Charges** due up to and including the date of termination shall become immediately payable. The rights to terminate this Agreement under clause 5 above shall not prejudice any other right or remedy of either party in respect of the breach concerned (if any) or any other breach.

6.2. At all times during the **Period of Agreement** and on termination the telephone number to access the **Services** will remain the property of **APG**.

7. Liability:

7.1. **APG** will not accept liability without limit except for:

7.1.1. Death or personal injury caused by our failure to take proper care or our employees failing to take proper care whilst acting in the course of their employment.

7.1.2. Any other liability which by law we cannot exclude.

7.2. **APG** will not be liable to the Client by reason of any representation (unless fraudulent) or any implied warranty, condition or other term, or any duty at common law, or under the express terms of the Agreement, for loss of profit or for any indirect, special or consequential loss or damage, costs, expenses or other claims for compensation (whether caused by the negligence of APG, its employees agents or otherwise) which arise out of or in connection with the supply of the Services, and the entire liability of APG under or in connection with the Agreement shall not exceed the Charges.

7.3. **APG** has in force and will maintain in force for the period of this Agreement professional indemnity insurance.

8. Data and Records:

8.1. **APG** are the Data Controller and Data Processor for the purposes of the Data Protection Act 1998.

8.2. **The Client** warrants that it has permission from all **Associates** for **APG** to process their personal data.

8.3. **APG** will be entitled to obtain process and disclose **the Client's** and the **Associates'** personal data for

the purposes of providing the **Service** subject to the warranty in 8.2 and keeping records and providing management data to **the Client**.

8.4. APG will keep all records for 7 (seven) years.

9. Force Majeure:

9.1. If **APG** is prevented or delayed in the performance of its obligations under this Agreement by **Force Majeure** it shall notify the Client of the circumstances giving rise to the **Force Majeure** as soon as reasonably practicable.

9.2. If **APG** is prevented from performing its obligations by reason of **Force Majeure** it will make all reasonable endeavours to bring the **Force Majeure** to a close and/or find an alternative solution to meet its obligations.

9.3. **APG** will not be in breach of this Agreement if it fails to meet its obligations by reason of **Force Majeure**.

9.4. If **APG** is prevented from meeting its obligations by **Force Majeure** for a period in excess of 30 (thirty) days, then **the Client** may terminate this Agreement by giving 14 days' notice in writing to **APG**.

10. Regulation and Complaints

10.1. **APG** is authorised and regulated by the Solicitors Regulation Authority in respect of the provision of legal services only. Tax advice services provided by Abbey Tax Consultancy Services Limited are not regulated by the Solicitors Regulation Authority. **APG** is authorised and Regulated by the Financial Conduct Authority in respect of insurance mediation activities only.

10.2. Any complaints from **the Client** which arise from the delivery of the Services shall initially be forwarded to the **Designated Representative** for resolution.

10.3. If a complaint about the provision of the **Services** is not resolved by the **Designated Representative**:

10.3.1. and the complaint relates to advice provided by **LHS Solicitors LLP**, then **the Client** should contact The Director of Legal Services, LHS Solicitors LLP, Corinthian House, 17 Lansdowne Road, Croydon, Surrey CR0 2BX or 020 8730 6000. If **the Client** is unhappy with the written response from the Director of Legal Services, **the Client** may contact the Legal Ombudsman at PO Box 6806 Wolverhampton WV1 9WJ, or www.legalombudsman.org.uk, or 0300 555 0333. (The Legal Ombudsman will only consider matters which have been submitted to it within the earliest of the following potential timescales: (a) within 1 year from the act/omission complained of; (b) within 1 year from when **the Client** should reasonably have known there was cause for a complaint, without taking advice from a third party and; (c) within 6 months of **the Client** receiving a written reply from **APG** concerning the complaint.

10.3.2. and the complaint relates to advice provided by **Abbey Tax Protection**, then **the Client** should write to the Customer Services Manager, C/O Abbey Legal Protection, 20 Fenchurch Street, London EC3M 3AZ. If **the Client** is unhappy with the written response of the Customer Services Manager there is no right of referral to the Legal Ombudsman.

10.4. If a complaint is made by an **Associate** then **APG** will respond as if the **Associate** were **the Client**.

11. Financial Crime:

11.1. The Money Laundering Regulations 2007 set administrative requirements for the anti money laundering regime within the regulated sector. **APG** does not anticipate providing regulated services under this Agreement. If **APG** does provide such regulated services, **APG** has a duty to request evidence of the **Associate's** evidence of their identity and to maintain records of the identification evidence received and to report in accordance with the relevant legislation and regulations to the National Criminal Intelligence Service any knowledge or suspicion in terms of the Proceeds of Crime Act 2002.

- 11.2. Legislation on money laundering creates a legal duty in certain circumstances to disclose information to the Serious Organised Crime Agency. Where this duty arises **APG** may not be able to inform the **Associate** or **the Client** of the disclosure.
- 11.3. **APG's** duty to report in 11.2 includes any action which appears to **APG** suspicious. As a result of such a report **APG** may be prevented from providing further advice by the Serious Organised Crime Agency. In addition the Serious Organised Crime Agency may pass the information received to any relevant body such as HM Revenue and Customs.
- 11.4. The duties set out in 11.1 – 11.3 may override the duty of Solicitor / client confidentiality.
- 11.5. **APG** will not accept or offer or facilitate payment consideration or any other benefit, which constitutes an illegal or corrupt practice contrary to any anti-bribery legislation.
- 11.6. **The Client** warrants it will have informed all **Associates** of **APG's** obligations to report financial crime as set out in clause 11.

12. Personnel

- 12.1. The **Parties** do not consider or intend that TUPE shall operate to transfer the employment of any employees of **the Client** (or previous providers of a similar service) to **APG** as a result of or connected to **APG's** appointment under this Agreement.
- 12.2. **The Parties** do not consider or intend that TUPE shall operate to transfer the employment of any employees of **APG** to **the Client** or any replacement provider as a result of or connected to any takeover of any part of the **Services** to be provided by **APG** under the terms of this Agreement as a result of or connected to this Agreement whether on termination of this Agreement or on **APG** ceasing to provide the **Services** under or connected with this Agreement or otherwise.
- 12.3. If not withstanding Clause 12.1 and 12.2 above, any person who has been employed or engaged by **the Client** (or previous providers of a similar service) transfers or claims to have transferred to the employment of **APG** or any person who has been employed or engaged by **APG** transfers or claims to have transferred to **the Client** or any Replacement Provider, in both cases whether as a result of the application of TUPE or otherwise as a result of or connected to this Agreement then the Party to whom an employee claims to have transferred ("Party 1") may terminate the employment of such person within seven days or as soon as it is reasonably practicable thereafter, but in any event within 12 months of becoming aware of that fact. The Party from whom the employee claims to have transferred shall indemnify Party 1 against all Employee Liabilities arising out of such claim and/or termination.

13. Assignment

- 13.1. **A Party** will not assign, transfer or deal in any other manner with this Agreement or any of its rights under it, or purport to do any of the same, nor sub-contract any or all of its obligations under this Agreement without having first obtained the prior written consent of the other **party**.

14. Equality and Diversity

- 14.1. **APG** is committed to promoting equality and diversity in all its dealings with clients, third parties and employees.

15. Intellectual Property

- 15.1. Neither **Party** may use the other **Party's** name, logo or get up in their respective marketing literature, websites or corporate documentation whatsoever without the written agreement of the other **Party** whether or not it is in connection with this Agreement.
- 15.2. The provision of any factsheet or other written information as part of the **Services** to **the Client** or the

Associate does not give **the Client** or the **Associate** the right to transfer the factsheet or other written to any third party whether for payment or not.

16. General:

- 16.1. This Agreement with its Schedule constitutes the entire agreement between the **Parties** superseding any previous agreement and may not be varied except in writing by the **Parties**.
- 16.2. Notices under this Agreement will be in writing and served at the registered office of the relevant **Party** by hand, facsimile, recorded delivery or first class post. (For the avoidance of doubt notice given under this Agreement will not be validly served if sent by e-mail.)
- 16.3. No forbearance or delay by a **Party** in enforcing its rights will prejudice or restrict the rights of that **Party** and no waiver of any such rights or of any breach of any term will be deemed a waiver of any other right or any later breach.
- 16.4. This Agreement will be governed by and construed in accordance with English Law and any dispute arising in connection with it is subject to the exclusive jurisdiction of the English Courts.
- 16.5. Nothing in this Agreement will create rights pursuant to the Contract (Rights of Third Parties) Act 1999.

Signed by:

The duly authorised representative of
"the Client"

Date:

Signed by:

The duly authorised representative of
"APG"

A handwritten signature in cursive script, which appears to read "Richard Candy", is written over a circular stamp. The stamp contains the text "ABBAY LEG" at the top and "PROTECTION" at the bottom, with a central dot.

Date: 19/04/2017

Schedule 1

1. Period of Agreement

From: 1st April 2017 To: 31st March 2018

2. Designated Representatives

The Client: **Shomon Miah**
Sports Corporate Broker
s.miah@perkins-slade.com

APG: **George Fleming**
Commercial Underwriter
0207 9536952
g.fleming@abbeylegal.com

3. Services

1) Service provided:

- a) Legal advice, provided over the telephone ("Advice Line").
- b) There is no dedicated individual to give advice to the **Associates**. **APG** work on a team system where all members of the team providing the advice are Solicitors or Barristers.
- c) The advice is accessed by the **Associates** by calling the LHS Solicitors LLP call centre on telephone number 0345 458 6810
- d) The Advice Line will be answered 24 hours a day every day of the year:
- e) During call centre hours (Monday to Friday 08:00 to 21:00 and Saturday 09:00 to 17.30) calls will be answered by the reception team. Outside of call centre hours calls will be answered by the "on call lawyers" at alternative locations.
- f) Calls answered by the call centre will initially be answered by the reception team who will either pass the caller to the appropriate adviser or in the absence of an appropriate adviser arrange for the caller to be called back by an appropriate adviser.
- g) The advice will primarily be provided by LHS Solicitors LLP and its team of solicitors and barristers, who are ultimately managed by Murray Fairclough (who is a Barrister) the Director of Legal Services.
- h) LHS Solicitors LLP may outsource the provision of specialist advice including but not limited to Scottish legal advice; Republic of Ireland legal advice, Channel Islands legal advice, Isle of Man legal advice, and health and safety advice to other external third party advisers, to provide the telephone advice. (There will be no additional charge for specialist advice.)
- i) Tax advice will be outsourced to Abbey Tax Protection.
- j) The **Service** does not include the review of any unsolicited documents or paperwork.
- k) Although the telephone may be answered with a greeting agreed by **the Client** at all times the **Service** will be provided in the name of **APG**.

2) Service standards:

- a) Calls to the advice line may be recorded in the interests of training and monitoring.
- b) All advice will be confidential and not revealed to a third party without the express written permission of the caller.
- c) All advice will be provided in a professional manner.
- d) 90% of calls will be answered within 4 rings.
- e) Call backs:
 - i) Where an appropriate lawyer is not available and a call back is required 95% of first attempt call backs will be within 1 hour.
 - ii) Where advice is outsourced as described in 1) h) and i) above or where advice requires some additional research, the call back will be within 24 working hours.
 - iii) After 3 attempts to call back the **Associate**, **APG** shall be deemed to have called back the **Associate**, even if no contact is made with the **Associate**.



Abbey Legal Protection

20 Fenchurch Street, London EC3M 3AZ Tel: 0345 350 1099
sales@abbeylegal.com
www.abbeylegal.com

Abbey Legal Protection is a trading division of Abbey Protection Group Limited, whose ultimate holding company is Markel Corporation.
AdvicelineTemplate 09/2016

