

Terms of Use for CFG Treasury Helpline

1. The **CFG Treasury Helpline** is a free email service provided by the Charity Finance Group (CFG), open to CFG members and all registered charities.
2. The Helpline is open throughout the year, although an immediate response cannot always be guaranteed. The duration of time available to review or comment on emails is limited to 30 minutes, but this may be increased at the discretion of CFG.
3. The purpose of the helpline is to give general assistance based only on the background information that you provide, to help you to identify areas where further work, support or professional advice may be required.
4. The helpline does not provide specific professional advice and should not be relied upon as a substitute for formal professional advice given in the context of full information (including documentation) provided by you in a properly defined engagement.
5. Where formal professional advice is required, the User may be referred to a paid service, but you are under no obligation to undertake the recommendation.
6. This helpline is provided on the basis that usage will be fair and reasonable. CFG 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 charity.
7. CFG will use their reasonable endeavours to assist you during any request for assistance, but they do not assume a duty of care towards you and no client relationship between you and CFG will be established by virtue of any request.
8. CFG shall use reasonable care and skill in relation to each request, but you should not rely on the assistance given as a substitute for specific professional advice based on a full understanding of the facts, issues and circumstances involved. CFG does not warrant or represent that assistance provided via each helpline will be comprehensive or complete.
9. 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

10. Except in relation to liability for death or personal injury or fraud, for which no limit applies, the liability of CFG for direct loss arising out of the use of the email helpline, whether based in contract, tort, strict liability or otherwise, is excluded in its entirety.
11. Subject to clause 12, in no event shall CFG 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 CFG have been advised of the possibility of damages. In particular CFG shall not 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;
- i. any special, indirect, consequential or pure economic loss, costs, damages, charges or expenses.

12. These terms of use are governed by English law and the parties submit to the exclusive jurisdiction of the English courts.