

Which? Consumer Rights Advice Line Terms and Conditions

The following terms apply to you as a subscriber to The Consumer Rights Advice Line. Please take the time to read and understand them. If you have any questions, then please contact us on **01992 822 829** and we will be happy to help you.

1. Contacting us

Availability: Our advisors will be able to advise you Monday to Friday (excluding public holidays) between 8.30am and 6pm.

How to contact us: We currently offer two ways to contact us: by email: wsemailadvice@which.co.uk, or by telephone: 01992 822 829. When you telephone us we will always try to connect you directly with an advisor but, if they are all helping other members when you call we will arrange for you to be called back. We will always let you know when to expect your call back. When you email us, we will automatically acknowledge receipt of your email and will endeavour to respond to you substantively within 3 working days.

Who can be advised: Your subscription is available to you and all family members and partners living at the same address. We can only advise individuals, sole traders and small partnerships.

Details of your call: All calls to and from The Consumer Rights Advice Line are recorded for quality, training and monitoring purposes.

To make sure that Which? is investigating the issues that are really affecting consumers, we will also record a summary of your enquiry within the Which? consumer information database. The summary of your call will be recorded in this database on an anonymous basis unless we have obtained your express prior consent. Please contact us if you would like further information on this or if you are not happy with the information you provide being used in this way.

Please note that your communications with us may not be covered by legal professional privilege - legal professional privilege is a principle that entitles a client to refuse to disclose certain confidential, legal communications to third parties including courts, tribunals, regulatory bodies and enforcement agencies.

The accuracy of our advice depends on the accuracy and completeness of the facts you convey to us, so please take care to ensure you tell us everything that you think may be relevant to your query.

2. What we can help you with

Legal advice: Our team of advisors will advise you in relation to any of the following issues, subject to the specific and general limitations and exclusions set out below:

Issue	Specific Limitations/Exclusions
General Consumer Law Issues	The goods or services must have been purchased in the UK or otherwise subject to UK law.

We are unable to advise in relation to:

- Sellers of goods
- Limited companies
- Where the goods/services have been purchased for re-sale

Holiday and Travel Issues

We are unable to advise in relation to:

- Timeshare agreements entered into before 28/2/11
- Timeshare and/or holiday clubs entered into outside the UK
- Personal injury

You have the right to cancel your subscription at any time in the first 14 days of joining. If you require advice from us during this period you can make an express request by contacting us. See section 6, (Cancellation and Refunds) for more details on your right to cancel and what refund you would be entitled to if you cancel in these circumstances.

General exclusions and limitations

We are only able to advise you in relation to civil claims.

For claims in Scotland and Northern Ireland we can only advise on civil disputes that would fall within the small claims system (this means the value of your dispute must be less than £3,000).

We are not able to conduct litigation on your behalf.

For claims in England and Wales we can only advise on court action and procedure where the value of the claim would fall within the small claims system (this means the value of your dispute must be less than £10,000).

We are not able to conduct litigation on your behalf.

In addition, we cannot advise in relation to:

- Claims that are being made against you
- Any claims against a local authority;
- Any issues that appear on The Consumer Rights pages of which.co.uk other than those defined above
- Claims based on breach of a statutory duty;
- Any aspect of a solicitor's advice or where a solicitor is already advising you on that issue
- Any aspect of professional negligence
- Any aspect relating to insolvency and or insolvency proceedings
- The appeal, setting aside or enforcement of any judgments;
- The merits of a case if proceedings were issued before substantive advice was taken from us;
- Any aspect of criminal law;

We cannot advise you on any aspect of a claim that is being made against you by an individual not acting in the course of a business. We are unable to advise sellers of goods or where the goods/services have been purchased for re-sale.

If you contact us by email, we will:

- Only be able to advise you if you have e-mailed us a summary of the relevant facts, which we'd normally expect to be no more than 1,000 words in length;
- Aim to respond to all emails within 3 working days (starting the day after receipt);
- Not advise on, or review, any other written documents or attachments you provide to us.

If you contact us by telephone, we will not:

- Provide a written or email summary of any telephone advice we give.

3. What we cannot do for you

We cannot:

- Try to settle disputes directly: We will not intervene directly with a third party to try to settle your dispute.
- Speak to someone who telephones on your behalf, unless you have previously given us permission to do so.
- Review or draft any documents on your behalf.
- Guarantee you will always speak to the same advisor where you contact us for advice by telephone. If you contact us by email we will try to ensure you are advised by the same advisor, but we cannot guarantee this.
- Advise you where this could cause a conflict of interests between your interests and those of Which? or a Which? Legal Service member or another Consumer Rights Line subscriber, for example advice to a business selling goods to consumers. Where a conflict of interest arises, we will be unable to provide you with exact details due to data protection legislation. Where we cannot advise you due to a conflict of interest, you will be entitled to cancel your subscription with immediate effect and to receive a refund in accordance with section 7 (Cancellation and Refunds) below.
- Assist you to recover sums to which you are not legally entitled. For us to advise you, you must have a genuine legal case.
- Advise where this would be in breach of the law or applicable regulations. Our Advisors must comply with the Solicitors Regulation Authority's Handbook, the Bar Standards Board Handbook or the ILEX Professional Standards Code of Conduct. If we think responding to your request may cause us to break these rules, our advisors will be unable to advise you. If such a situation arises, we will always explain the position to you.

Your subscription

1. How long will my subscription last? Your subscription will be an annual subscription unless it is for a trial subscription (see section 2 below) or unless a different period is stated in your membership letter. Your subscription will automatically renew at the end of each subscription year (or other subscription period) unless you cancel your subscription in accordance with section 7 (Cancellation and Refunds) on the next page. We will write to you in advance of the renewal date to remind you that your subscription is due to renew.

2. Trial subscriptions We may from time to time offer trial subscriptions. The length and cost of any trial or offer will vary from time to time, but these details will be made available at the time of your application. If you sign up for a trial subscription, we will confirm the length and cost of your trial in your welcome/confirmation letter.

At the end of your trial subscription, you will automatically move on to a full subscription (see section 1 above) unless you let us know before the end of your trial period that you do not want your subscription to continue in this way. The subscription rate applicable to your full subscription will be set out in your welcome/confirmation letter.

3. Payments You can pay for your first subscription payment using most credit and debit cards and all such payments will be subject to validation checks and authorisation by the card issuer. If the issuer of your card refuses to authorise payment to us, then we will not be able to confirm your order and no contract will exist between us.

We will usually collect your subsequent subscription payments by setting up a direct debit or continuous payment authority.

4. Changes to the price of your subscription and to other terms

If we need to change the price of your subscription, we will always provide you with at least 6 weeks' notice. Price changes will not take effect before the start of your next subscription period. If you are not happy with the increase in price, you can notify us that you do not wish to renew your subscription prior to the start of the next subscription period.

We may vary any of the other terms of your subscription to The Consumer Advice Line Service at any time where such changes:

- are required for legal or regulatory reasons;
- improve or clarify the services or the terms; or
- are otherwise necessary.

We will make these changes by publishing them online at: legalservice.which.co.uk/cr

Please do check this page regularly. If we think the changes are likely to be important to you, we shall write to notify you of the change. We will endeavour to give you at least 4 weeks' notice of the change. Where you suffer, or are likely to suffer, a detriment as a result of a change, you will be entitled to cancel your subscription with immediate effect and to receive a refund in accordance with section 7 (Cancellation and Refunds) over page.

5. Suspension or termination by Which? Where we think you are misusing The Consumer Right Advice Line, we may suspend your subscription until such matter is resolved. In serious cases or in the case of repeated misuse or where we cannot resolve the matter with you, we may terminate your membership. Examples of misuse include, but are not limited to, being abusive to our staff or other inappropriate behaviour, using the service for illegal or improper purposes, and excessive use of the service.

If you are in serious breach of these terms and conditions, we may take appropriate action. This may include suspension or termination of your use of The Consumer Right Advice Line Service. In these circumstances you will not be entitled to a refund of your subscription payment.

6. What can you do if we don't comply with these terms? If we are in serious breach of these terms and conditions, you will be entitled to cancel your subscription and receive a refund in accordance with section 7 (Cancellation and Refunds) below.

7. Cancellation and Refunds The following table sets out when you can cancel your subscription and what refund you will be entitled to. We will aim to get the refund to you within 14 days after being notified of your cancellation.

8. Your data We will process your personal data in accordance with our privacy policy: <http://www.which.co.uk/privacy-policy/which-privacy-policy/>

Which? Consumer Rights

CANCELLATION RIGHTS	REFUND
Trial subscriptions	
You can cancel a trial subscription within the first 14 days of your trial period.	You will be entitled to a full refund of the subscription payment you have made unless you requested and received legal advice from us before the 14 days had expired, in which case you will receive a refund of the subscription payment you made less an amount for the number of days your subscription had been running for up to the point you cancelled.
You may cancel your trial subscription with immediate effect: <ul style="list-style-type: none"> - where we notify you that we cannot advise you due to a conflict of interest; - in accordance with section 4 above where we have made a change to your subscription that affects you adversely; or - in accordance with section 6 where we are in serious breach of these terms and conditions. 	We will provide you with a pro-rata refund of the subscription payment you have made based on the number of days left of your trial period.
Full subscriptions	
You can cancel your subscription within the first 14 days of joining The Consumer Rights Advice Line or, after a trial subscription, within the first 14 days of your full subscription.	You will be entitled to a full refund of the subscription payment you have made unless you requested and received legal advice from us before the 14 days had expired, in which case you will receive a refund of the subscription payment you made less an amount for the number of days your subscription had been running for up to the point you cancelled.
You can cancel your subscription for any reason after the first 12 months by providing us with 30 days' notice.	We will provide you with a pro-rata refund of the subscription payment you have made for the year you are cancelling in based on the number of days left on your subscription for that year.
You may cancel your subscription with immediate effect: <ul style="list-style-type: none"> - where we notify you that we cannot advise you due to a conflict of interest; - in accordance with section 4 above where we have made a change to your subscription that affects you adversely; or - in accordance with section 6 where we are in serious breach of these terms and conditions. 	We will provide you with a pro-rata refund of the subscription payment you have made for the year you are cancelling in based on the number of days left on your subscription for that year.

If you would like to cancel your subscription, please contact us. The quickest way to do this is to call us on 01992 822 829. If you are cancelling within the 14 day cancellation period, you can also use our cancellation form which can be found here: legalservice.which.co.uk/cancellationcr

Other information

1. Contacting us and Complaints

You can contact us regarding your subscription at:

- The Consumer Rights Advice Line, Which? , Castlemead, Gascoyne Way, Hertford, SG14 1LH
- Email: wls@which.co.uk
- Telephone: 01992 822 829

If you are unhappy about any aspect of The Consumer Rights Advice Line, then please let us know by contacting the Manager of The Consumer Rights Advice Line using the above contact details.

We will usually respond to your complaint within 7 working days. If we are unable to resolve your complaint and it relates to the legal advice you have received from one of our advisors you may be able to make a complaint to the Legal Ombudsman who can be contacted at:

- Telephone: 0300 555 0333,
- Minicom: 0300 555 1777
- E-mail: enquiries@legalombudsman.org.uk
- Website: www.legalombudsman.org.uk
- Address: Legal Ombudsman, PO Box 6806, Wolverhampton WV1 9WJ.

The Legal Ombudsman will not accept a complaint if:

- More than six years have elapsed from the date of the act or omission giving rise to the complaint; or
- More than three years have elapsed from the time when you should have known about the complaint; or
- The date of the alleged act or omission giving rise to the complaint was before 6th October 2010.

About us

The Consumer Rights Advice Line is operated by Which? Limited, a subsidiary company of the Consumers' Association.

Name	Consumers' Association	Which? Limited
Company number	580128	677665
Registered address	2 Marylebone Road, London, NW1 4DF	2 Marylebone Road, London, NW1 4DF
Registered in	England and Wales	England and Wales
VAT number	n/a	GB238534158
Company type	Limited by guarantee	Private limited company
email	which@which.co.uk	which@which.co.uk

The Consumers' Association is a registered charity under number 296072. Most of our individual advisers are professionally qualified as solicitors, barristers and chartered legal executives and as such are regulated by their respective professional bodies i.e. the Solicitors regulation Authority, Bar Standards Board and ILEX Professional Standards.

Law

These terms and conditions are governed by English law.