

Which? Legal Resolver Letter Writing Service

Terms and Conditions

The following terms apply to our Which? Legal Case Review (Letter Writing) Service (or “the Service”).

Please take the time to read and understand these terms. If you have any questions, then please contact us on 01992 822 830 and we will be happy to help you.

1. Who can be advised

We can advise in relation to the following issues, subject to the specific and general limitations and exclusions set out below:

Issue

Specific Limitations/Exclusions

Consumer law claims: a dispute in relation to a contract with a company or tradesperson (the “Company”) for the purchase of goods or services, which has stated in the terms and conditions applying to your contract with them that any litigation falls under the jurisdiction of England, Wales, Scotland, or Northern Ireland;

We are unable to advise in relation to:

- personal injury; professional negligence, water and sewage, planning consent, building regulations, party wall disputes or services that have been bought for re-sale
- sellers of goods or limited companies;
- goods that have been bought for re-sale.

You also must have:

- i. entered into the contract with the Company in a personal capacity (i.e. the services were not provided to you as a commercial entity and you are not acting in a business capacity; and
- ii. a claim that falls within the small-claims system. This means the value of the Claim must be less than £10,000 if you are in England or Wales and £5,000 if you are in Scotland or £300 in Northern Ireland. (the “Claim”)

2. Your membership

A one off fee is payable to receive the Service (the “Fee”), you can use most credit cards and debit cards to pay the Fee. All payments need to be authorised by your bank or card issuer. If your bank or card issuer refuses to authorise your payment, we won’t be able to confirm your order and no contract will exist between us.

3. What we can help you with

3.1 Legal Advice:

- We will give you expert legal advice relating to the one Issue for a period of one month.

3.2 Letter Drafting:

- The Letter will be drafted so that it can be sent by you in your name and will not carry the Which? logo or be presented as being sent by Which? Legal or any other entity within the Which? Group.
- The content and style of the Letter will be entirely at the discretion of the adviser preparing the Letter. You must have a genuine legal case and we will not put forward or deal with legal claims or claims for compensation you’re not legally entitled to.
- We will not amend or add to the content of the Letter except to address any errors or incomplete information that you notify us of.
- The Letter will be prepared using;
 - o the information you provided to the adviser that referred you to the Service; and
 - o the Documents you have already provided to us. We will not be responsible for any failure to present an argument or a claim for compensation as a result of you not providing us with information or documentation relevant to the Claim.
- We will not be responsible for any amendments that you make to the Letter once we have sent this to you.
- As we are providing the Service to you only we will;
 - o only be able to take instructions from you as the purchaser of the Service unless you notify us in writing or by phone that you wish someone else to provide instructions on your behalf; and
 - o not include details of any other person or people in the Letter. When we draft the letter we will leave a field blank where you will be able to set out the names of the person or people you intend the Claim to include. If there is any person or people that were a party to the contract, it is essential that you notify us so that we can draft the Letter in

a way that makes it clear that the claim is only being pursued for the person or people you name in the letter (please be aware that where the Letter includes an offer to settle it could prevent you and any other person or people you include in the Claim from pursuing further claims or additional compensation in connection with the contract that you are claiming in respect of. For this reason it is essential that you have secured the agreement of everyone the Letter will be claiming for and that they have no additional claims that they may want to claim for); and

- o have no liability to anyone that you name in the Letter. Our agreement with you to provide the Service does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this agreement.
- We will endeavour to send you the Letter within 10 working days of beginning the service, unless further documents are requested; if for any reason we will not be able to do this we will notify you in advance. We will not be liable for any delay in sending you the Letter and you should ensure that you have notified the Company of the complaints you have within any timeframe stated in the terms and conditions that applied to your contract. If you fail to do so the Company may refuse to consider some or all of the Claim.
- On receipt of the Letter you agree to check the Letter is factually accurate and that it covers all complaints that you wish to present to the Company. If there are any inaccuracies in the Letter, or any claims are omitted or not complete, you agree to notify us and provide full details so that appropriate amendments can be made to the Letter. A draft will be provided to you to review for any such errors or incomplete information. We will only amend the letter once after you have notified us of any changes that are required to the draft. We will not be responsible if the Letter is sent before appropriate amendments have been made to the Letter.
- If further Documents are requested and they happen to contain personal data relating to another person or people this data should be blanked out by you prior to providing us with the Documents. In sending documents to us that contain any personal data you confirm that you have the permission of the person or people named to pass their details, including any sensitive data, to us, for the purpose of creating the Letter, and that they are agreeable to us holding and processing this information and data. The personal data you give about another person or people will only be used in connection with the provision of the Service and will be processed in accordance with our Privacy Policy. We may pass such information and data on to third parties that we engage to provide or assist us in providing the Service. Documents will be retained in accordance with our retention policies and our Privacy Policy.
- We will not prepare further letters for you however you will be able to take advice by telephone or email

on what to include in any subsequent letters for the remainder of the one month subscription. We cannot guarantee that you will speak to the adviser that drafted the Letter.

- Once we have drafted the Letter we will send this to you either in electronic form by a secure file transfer facility or in paper form by post, as specified by you.
- You will not be able to send us the response that you receive from the Company to review. You will be able to call or email for advice in relation to the response you receive as long as you have an active membership to Which? Legal.

4. General Exclusions

We will not:

- Draft the Letter unless you have paid in full the fee agreed for us to provide the Service.
- Draft a letter without the use of the Which? Legal - Resolver Case Review service.
- Intervene or correspond directly with the Company or any third parties to settle disputes.
- Speak to someone who phones up on your behalf, unless you've already given us permission to do this.
- Review documents other than those that you provide to us in order to prepare the Letter;
- Draft any documents other than the Letter on your behalf.
- Provide the Service if there's a conflict of interests. So we won't be able to help you if your interests clash with the interests of Which? or another Which? Legal or Consumer Rights Advice Line member or Which? Travel subscriber. Data-protection laws mean we can't always say what the conflict is. If we can't provide the Service for these reasons, you can cancel your subscription immediately and get a refund (see section 5 below).
- Advise you if it's against the law or other regulations. Our specialist legal advisers follow the Solicitors Regulation Authority's Handbook, the Bar Standards Board Handbook or the CILEx Regulation Code of Conduct. We won't be able to advise you if it means breaking these rules. But we'll always explain why we can't advise you.
- Represent you.
- Advise in relation to:
 - o Claims against a local authority;
 - o Claims based on breach of a statutory duty;
 - o Another solicitor's advice;
 - o Something another solicitor is already advising you on;
 - o Professional negligence;
 - o Insolvency or insolvency proceedings;
 - o Appealing, setting aside or enforcing any judgments;
 - o The merits of a case if proceedings were issued before you took advice from us;
 - o Criminal law; and
 - o Claims made against you by an individual not representing a business - except neighbour disputes.

5. Your right to cancel

The following sets out when and how you can decide to cancel the Service and what refund you'll be entitled to. We'll aim to get the refund to you within 14 days after you tell us that you want to cancel.

A. When you can cancel:

You can cancel the Service;

- within the first 14 days of buying the Service for any reason; and
- any time where we are in serious breach of these terms and conditions (see section 6); or we tell you that we can't advise you because of a conflict of interest (see section 4).

B. Cancellation Refund Policy:

- If you cancel within 14 days of purchasing the Service you will be entitled to a full refund unless, at your request, we started to provide the Service to you in which case we will make a deduction for the proportion of the Service completed at the point you cancel.
- If you cancel after 14 days of purchasing the Service we will provide a refund less a deduction for the proportion of Service completed at the point you cancel.

C. How to cancel:

You can cancel by calling 01992 822 830 to cancel. Alternatively, you can email wls@which.co.uk. If you're cancelling within the first 14 days, you can also fill in a cancellation form at legalservice.which.co.uk/cancellations

6. If things go wrong

What happens if you misuse the Service?

If we think that you're misusing the Service, we might suspend the service until we can resolve the issue with you. If we can't resolve things with you, or if we think you're seriously or repeatedly misusing the Service, we might stop providing the Service. If this happens, you won't get a refund for the fee you paid to receive the Service.

What happens if you break these terms?

If you're in serious breach of these terms and conditions, we may take appropriate action. This may include us suspending or stopping the Service. If this happens, you won't get a refund for the fee you paid to receive the Service.

What happens if we break these terms?

If we're in serious breach of these terms and conditions, you can end your use of the Service and get a refund in accordance with section 5 above.

How to make a complaint

If you're unhappy with our service, please contact the Manager of Which? Legal at: Which? Legal, Castlemead, Gascoyne Way, Hertford, SG14 1LH; we'll usually get back to you within 7 working days.

If we can't resolve things, you could refer your complaint to the Legal Ombudsman:

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

You should make your complaint to the Legal Ombudsman within 6 months of our complaints handling process finishing. The Ombudsman won't accept a complaint if:

- More than 6 years have elapsed from the date of the act or omission giving rise to the complaint.
- More than 3 years have elapsed from the time when you should have known about the complaint
- The date of the alleged act or omission giving rise to the complaint was before 6 October 2010. We are required by law to provide you with details of one of the approved-alternative dispute resolution schemes. Although Which? Legal is not currently signed up to its services you can find details of Ombudsman Services at ombudsman-services.org. Nothing in these conditions shall affect your statutory rights as a consumer.

7. Contacting us

Availability

Our qualified lawyers and specialist advisors provide advice and will be able to help you Monday to Friday (excluding bank holidays) between 8.30am and 6pm.

How to contact us

During the one month of your membership you can contact us by:

- Calling us on 01992 822 830

If you call us, we'll try to put you straight through to one of our specialist legal advisers. But if they're all busy helping other members we might need to arrange for them to call you back. We'll always let you know when they'll call you.

We can't send you a written summary of advice we give over the phone.

- Emailing us at wlsemailadvice@which.co.uk

When you email us, please send us a summary of any facts or information that might help us understand your case - no more than 1,000 words. We can only advise you by email once you've sent us this information. Please don't send us any other written documents or attachments. We won't be able to review or advise you on these.

We'll send you an automatic reply once we've got your email, and we'll try to send you a full reply within 3 working days - starting the day after your email lands in our inbox.

When you contact us

Recording calls: We record calls to help us train our staff and measure the quality of the service we give you.

We'll also record a summary of your call in our database. This helps us make sure Which? focuses on the issues that matter most to consumers. We'll keep this summary anonymous, unless you say otherwise. If you want to know more, or if you don't want us to use your information in this way, please get in touch.

Disclosing information: Your communications with us might not be covered by legal professional privilege which allows you to refuse to disclose certain confidential, legal communications to third parties – this includes courts, tribunals, regulatory bodies and enforcement agencies.

Getting the best from us: Our advice is based on the information you give us, so please make sure you tell us everything we need to know. The more accurate and relevant the information, the better the advice.

8. Protecting your data

When it comes to your personal data, we always follow the terms in our privacy policy. These can be found at: www.which.co.uk/privacy-policy/which-privacy-policy/

9. About us

Which? Legal and our website 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 Rd, London, NW1 4DF	2 Marylebone Rd, 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. Our solicitors follow the SRA Code of Conduct: sra.org.uk/handbook. Our barristers follow the BSB Code of Conduct: barstandardsboard.org.uk/handbook. If you want to ask about a particular adviser, please get in touch.

These terms and conditions are governed by English law and any disputes must be heard in an English court. Nothing in any of these terms and conditions affects your legal rights.