

Which? Legal Case Review Service - Resolver

Terms and Conditions

The following terms apply to our Which? Legal Case Review 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 Case Review:

- We will review all documents that you provide us with that are relevant to your Claim (“Documents”) with a view to us assessing your next steps with regards to the Company.

You can send the Documents to us electronically by the secure file transfer facility we will make available to you. It is your responsibility to follow the instructions we provide and we will not be responsible for any losses you have as a result of any failure to do so. Due to the nature of the internet and the possibility of third party interference, we will not be liable for any damage or loss caused by such third party interference when using the file transfer facility.

If you would prefer to send paper copies of the Documents to us you can send these to: Case Review Service - Resolver, Which? Legal, Castlemead, Gascoyne Way, Hertford, SG14 1LH. We recommend that you send Documents using a tracked guaranteed service and you should ensure that only copies of Documents are sent. We will not be responsible for loss of or damage to any Documents while they are in transit to us.

- It is your responsibility to ensure that you provide us with all documents that are relevant to your claim. Where an adviser has identified documents that you do not have in your possession that they consider could be relevant to your claim we recommend that you obtain and provide us with these before we commence the review of your Documents. We will not be responsible for sourcing documents from any third parties and we will not be responsible for any diminution in the value of your claim or any failure to present any part of your claim as a result of you failing to supply any documents relevant to your claim.

3.2 Legal Advice:

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

4. General Exclusions

We will not:

- Review Documents unless you have paid in full the fee agreed for us to provide the 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.
- 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:
 - Claims against a local authority;
 - Claims based on breach of a statutory duty;
 - Another solicitor's advice;
 - Something another solicitor is already advising you on;
 - Professional negligence;
 - Insolvency or insolvency proceedings;
 - Appealing, setting aside or enforcing any judgments;
 - The merits of a case if proceedings were issued before you took advice from us;
 - Criminal law; and
 - 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. If the Service has been completed during the 14 days, you will not be entitled to a refund.

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 wsemialadvice@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.