

Settlement Agreements: Review and Sign Service

The following terms apply to the Settlement Agreements: Review and Sign service (or “the Service”). Please take the time to read and understand them. If you have any questions, then please contact us on 01992 822 828 and we will be happy to help you.

OUR SERVICE

1. Contacting us

Availability:

Our qualified lawyers who provide advice will be contactable Monday to Friday (excluding public holidays) between 8.30am and 6pm.

How to contact us:

You can contact us by calling: 01992 822 828 or by email to wls@which.co.uk.

Who can be advised:

We can only advise individuals who are employed in England, Wales and Scotland and whose settlement agreements are governed by the laws of the England, Wales and Scotland.

Booking the call:

Our friendly support team will help you book a legal advice call, and will be able to answer your questions about the service.

Sending in your documents:

You can upload your settlement agreement and employment contract (the “Documents”) on our website by going to <https://legalservice.which.co.uk/employment/settlement-agreements/upload-document>.

We will check these to see if this service is right for you and will respond within one working day of you uploading them onto the website to let you know if we can deal with your request.

If you are sending the Documents to us by post, please send copies of these by recorded delivery to: Which? Legal,

Castlemead, Gascoyne way, Hertford, Herts, SG14 1LH.

We will contact you as soon as possible to let you know if we can deal with your request.

Details of your contact with us:

All calls to and from Which? Legal are recorded for quality, training and monitoring purposes. All emails and documents you send to us will be processed in line with our Privacy Policy. [see 6 (f)].

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. Please note that all your communications with us may not be covered by legal professional privilege.

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 situation.

2. What we can help you with

Review and sign:

Once you have given us written confirmation that you agree to the terms and conditions of the Service we will immediately begin providing the Service. It is anticipated that you will have agreed the settlement sum before you contact us for advice on the terms and effect of the settlement agreement. We will also send you a fact sheet to help you understand the advice we provide.

Where we think that your employer may have made an error when creating your settlement agreement (e.g. by excluding clauses required by statute) or we have any other concerns about the Documents we will contact you to confirm our advice.

Following any such contact we will expect that you discuss the concerns we have with your employer if we indicate this as the best course of action. If a new settlement agreement is issued by your employer as a result of this we will expect that this new document is sent to us so that we can review the changes made. You can upload the amended settlement agreement on our website by going to: <https://legalservice.which.co.uk/employment/settlement-agreements/later-uploads>.

A qualified lawyer will review the final Documents and when this is completed our friendly support team will contact you to set up a call. In the telephone call, the lawyer will explain the implications of the terms of the settlement agreement and confirm your understanding.

Once you have verbally confirmed your understanding, the lawyer will send a signed declaration to you to be added to your settlement agreement terms.

We will not supervise or check the signing of the settlement agreement by you or your employer.

Legal advice:

A member of our team of qualified lawyers and specialist advisors will provide you

with legal advice to explain the terms and implications of the settlement agreement.

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

3. The Fee

The fee for the Service will be the amount equal to your employers agreed contribution towards you receiving legal advice in relation to your settlement agreement (the Fee).

Irrespective of any third party contributions you are primarily liable for the Fee. As such, in the event that your employer or any nominated third party refuses or is unable to pay, we reserve the right to invoice you for payment of the Fee.

4. Payment

On completion of the Service we will submit an invoice for the Fee. Payment of the Fee must be made within 14 days

of the date of the invoice (the "Payment Period").

Where we invoice you employer and they do not pay within the Payment Period we may attempt to contact them again for payment up to 10 working days after the end of the Payment Period. In the event that your employer still does not pay we reserve the right to invoice you for the Fee.

For us to invoice your employer we will expect you to send their contact details to us. By giving us your employer's contact details you agree that we can contact them for payment of our invoice. You also agree that we can send an initial communication to your employer explaining our payment terms and notifying them that we are acting for you to review the settlement agreement.

Alternatively, we can send the invoice for the Fee directly to you. As above the Payment Period would also apply to you. You can pay for the Fee by bank transfer

or by cheque. The invoice we send will contain further information as to how the payment should be made. If your bank refuses to authorise payment to us, then we will not be able to confirm your payment and the amount invoiced will still be due to us.

5. Your right to cancel

The Service will continue until you have received the signed Advisers Certificate on your settlement agreement from a qualified lawyer, unless you cancel it sooner or the contract is terminated by Which? in line with these terms and conditions. We won't be able to offer you any legal advice once the Service comes to an end.

Once we have sent you confirmation that our Service is right for you and you have given us written confirmation that you agree to the terms and conditions, we will aim to immediately begin providing the Service.

The following sets out when you can cancel the Service and the Fee payable if we have started to provide the Service prior to cancellation. We'll aim to invoice you (or any nominated third party) within 14 days should the Fee or a proportion of the Fee be payable after you tell us that you wish to cancel.

When you can cancel:

You can cancel the Service:

- within the first 14 days of starting the Service for any reason;
- any time where we are in serious breach of these terms and conditions;
- if we've made a change to these terms and conditions that affects you adversely; or
- if we tell you that we can't advise you because of a conflict of interest.

Cancellation Invoicing Policy:

- If you cancel within 14 days of starting the Service you will not be charged the Fee if we have not yet begun to provide the Service to you.

Issue	Specific Limitations/Exclusions
Employment	<p>We are only able to advise on legal rights in relation to individuals who are employed in England, Wales and Scotland and whose settlement agreements are governed by the laws of England, Wales and Scotland.</p> <p>We will not be able to provide further advice under this Service if negotiation of the settlement agreement is required. You will have the option of subscribing to the Which? Legal advice service for further advice and guidance if this becomes the case.</p> <p>We are unable to advise in relation to:</p> <ul style="list-style-type: none"> ● Pensions, personal injury or any aspect of Health and Safety legislation ● Employment tribunal appeals or enforcement proceedings ● Any tax issue (including income tax) and share options ● Members of the armed forces ● Self-employment ● Consultancy/service contracts

- If you cancel within 14 days of starting the Service and we have begun to provide the Service to you, we will make a deduction from the Fee for the proportion of the Service completed and legal advice requested and received at the point you cancel. Therefore, you should let us know as soon as possible if you decide you no longer want to continue with the Service.
- If you cancel after 14 days of starting the Service you will be liable for the full Fee and we will invoice you (or your employer/the nominated third party).

How to cancel:

To exercise your right to cancel you can call 01992 822 828. 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. General exclusions

We will not:

- Verify any of the answers that you provide to our queries or concerns.
- Supervise or check the signing process of the settlement agreement. Please note we will provide you with general guidance on signing the settlement agreement when it is made available to you.
- Confirm that you have the requisite mental capacity needed to agree to a settlement agreement. Please seek written confirmation from a doctor if you believe that your mental capacity may be a pertinent issue relating to the settlement agreement.
- Advise you in relation to anything other than your settlement agreement and relevant employment law surrounding this.
- In addition, we cannot advise in relation to:
 - Claims based on breach of a statutory duty;
 - Any aspect of another Solicitor's advice or where another 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;
- Any aspect of a claim that is being made against you by an individual not acting in the course of a business.

7. General

a. Timeframe

We aim to complete the Service within 5 working days of receiving your Document, although during times of high demand for our services it may take longer and we will not be liable in respect of any failure to meet any specified deadline or completion date. We will keep you informed of any delays to the Service.

If you have not received any response from us within 2 working days from submitting your Documents for review please contact us at wls@which.co.uk.

b. Suspension or termination of your use of this service.

Where we think you are misusing the Service, we may suspend the provision of advice 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 refuse you future access to the Service or any other services we offer. 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.

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 Service. In these circumstances you will not be

entitled to a refund of the payment you made to use the Service.

We reserve the right to terminate the Service for any reason at any time. If we utilise our discretion to terminate the Service we will write to you to notify you of this and will endeavour to give you at least 6 weeks' notice of the termination date.

c. 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 a full refund of the payment you made to use the Service.

d. Changes to the terms and conditions

We may vary any of the terms of your contract to Which? Legal or for the 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: <https://legalservice.which.co.uk/terms-conditions/>

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 6 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 contract with immediate effect and may also be entitled to receive a full or partial deduction from the Fee.

e. Liability

We accept that when advising you or providing legal services we must take reasonable care. However, we are dependent on you providing us with accurate instructions and completing documentation in good time. In the event

that you fail to do this, we will not be held responsible for losses caused as a result.

Advice given by us in the course of acting for you is provided to you and you alone and only in relation to the particular circumstances of your instructions. We do not accept any liability for the use of such advice by any other person or organisation without our express prior written consent.

If we breach these terms you will be able to cancel the Service in line with section 4 above, in addition to any other remedies which may be available to you.

Nothing in these terms shall exclude or limit our liability for death or personal injury caused by our negligence, fraud or reckless disregard of professional obligations.

You acknowledge that you are contracting with Which? Limited (trading as "Which?Legal") who alone will provide the Service to you. Accordingly, Which? Limited shall be solely liable to you for any wrongful and/or negligent acts or omissions of any their employees or consultants. No individual employee or consultant assumes any personal responsibility to you.

f. Your data

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

8. Contacting us and Complaints

You can contact us at:

- Which? Legal, Castlemead, Gascoyne Way, Hertford, SG14 1LH
- Email: wls@which.co.uk
- Telephone: 01992 822 828

If you are unhappy about any aspect of Which? Legal or this service, then please let us know by contacting the Manager of Which? Legal 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 lawyers 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.

You should make your complaint to the Legal Ombudsman within six months of the completion of our complaints handling process. You should also note that the 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.

9. About us

We're run by Which? Limited. Which? Limited is part of the Consumers' Association - a registered charity.

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
Charity number:	296072	n/a

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.

Our 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.