

Which? Legal terms and conditions

Now that you're a member of Which? Legal, these terms apply to you. Please read them carefully. If you have any questions just contact us - we'll be happy to help.

We give advice to individuals, sole traders and small partnerships only. Your subscription covers you, and any family members and partners who are living at the same address.

1. Contact us for advice

We're here from 8.30am to 6pm, Monday to Friday - excluding bank holidays.

Call us on 01174 566 020

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, or if you need information about employment, wills or probate, 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.

Email us at wsemailadvice@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.

2. When you contact us

2.1 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.

2.2 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.

2.3 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.

2.4. Protecting your data

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

3. What we can help you with

We give you expert legal advice and peace of mind.

Our team of specialist legal advisers can advise you on any of the following topics:

3.1. Consumer law

We can give you advice on any goods

or services that you've bought from a business seller in the UK or that are subject to UK law.

We can't give advice:

- To sellers of goods or limited companies.
- If the goods or services have been bought for re-sale.

3.2. Holiday rights

We can give you advice on things like how to get your money back from travel providers for delayed, changed or cancelled flights, and what are your legal rights when package holidays go wrong.

We can't give advice on:

- Timeshare agreements that have been entered into before 28/2/11 or that have been agreed outside the UK.
- Holiday clubs outside the UK.
- Personal-injury claims.

3.3. UK employment

If you're an individual who is employed in the UK, we can give you legal advice. We can advise you on lots of issues, including unfair dismissal, discrimination, pay disputes and tribunals.

We can't give advice:

- On pensions, personal injury or Health and Safety legislation.
- On employment-tribunal appeals or enforcement proceedings.
- On tax issues and share options.
- To members of the armed forces.
- To the self-employed.
- On consultancy or service contracts.

3.4. Tenancy rights

We give advice to private residential tenants and private landlords about:

- Assured shorthold tenancies granted after 15/1/89.
- Short assured tenancies in Scotland.

We can help you with issues such as rent disputes, deposits, guarantors and your legal rights when ending the tenancy. We also can't advise businesses.

We can't give advice on:

- Any other tenancies, including leases and assured tenancies.
- Resident landlords.
- Company lets.
- Legal obligations relating to housing in multiple occupation.
- Local-authority, agricultural or social tenancies.
- Completing notices or documentation.
- Tenancies in Northern Ireland.
- Court proceedings.

3.5 Civil neighbour disputes

We can give you advice on civil neighbour disputes relating to private residential adjoining property.

We can't advise you on:

- Party walls
- Court procedures relating to neighbour disputes
- Neighbour disputes in Northern Ireland
- Rights of way, Easements, covenants and other property law matters
- Planning law

3.6 Motoring issues

We can advise on:

- a. Civil parking tickets - we cannot advise in relation to:
 - Legal proceedings against a local authority
 - Any aspect of court proceedings
 - Any other road traffic penalty (e.g. bus lane offences, congestion charge, red route)

b. The following traffic offences in relation to private motor vehicles not used for commercial or business purposes:

- Speeding
 - Using a vehicle without insurance
 - Driving an untaxed vehicle
 - Seat belt offences
 - No MOT certificate
 - Mobile phone offences
 - Driving without due care and attention
- c. Potholes
- d. Matters relating to your Motor Insurance policy

We can't give advice on:

- Court proceedings relating to RTA cases
- Personal injury claims
- Liability in relation to RTA
- If you have a solicitor acting for you

3.7. Wills and probate

We can give you advice on things like writing and amending a will, probate queries, and the rights and obligations of executors and beneficiaries. You must have a personal, legal or beneficial interest in the Estate.

We can't advise you on:

- Issues that fall under Northern Ireland's laws.
- Property held outside of England, Wales or Scotland.
- Court proceedings.
- Tax or financial planning - e.g. life-time trusts and care-home fees.

4. General exclusions and limitations

We're here to give you advice about civil claims. Broadly speaking, this means we can only give you advice on issues around contracts. We can't take things to court for you.

4.1 Claims in England and Wales

We'll advise you on any court action and proceedings that would fall within the small-claims system - this means the value of your dispute must be less than £10,000.

4.2 Claims in Scotland and Northern Ireland

We'll advise you on civil disputes that would fall within the small claims system - this means the value of your dispute must be less than £5,000.

4.3 We can't advise you on:

- 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.
- Claims made against you by an individual not representing a business - except neighbour disputes.

4.4 Other things we can't do:

- Intervene directly with 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 or draft documents on your behalf.
- Guarantee you'll always speak to the same specialist legal adviser when you call us. If you email us, we'll try to make sure the same person advises you, but we can't guarantee this.
- Advise you 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 member. Data-protection laws mean we can't always say what the conflict is. If we can't advise you, you can cancel your subscription immediately and get a refund (see 8.c.).
- Help you get money you're not legally entitled to. You must have a genuine legal case.

- 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 professional standards Regulation. 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.
- Give you advice for someone else, unless they're a family member or partner who lives at the same address as you.

5. Your subscription

5.1 Joining fee

A one off fee is payable when you first take out an annual subscription to Which? Legal (the "Joining Fee").

5.2 Your annual subscription

You agree to pay the annual subscription fee that applies to the subscription you're taking out.

Unless you cancel your subscription (see 8), we'll renew it automatically. We'll write to you beforehand to remind you that it's due to renew.

6. Paying for your subscription

6.1 How to pay for your subscription

You can use most credit and debit cards to make your first payment. Then you can pay for the rest of your subscription by setting up a direct debit or continuous payment authority – or, if you prefer, you can set up one of these from the start.

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.

6.2 What happens if you've joined at the wrong rate

If you've made a payment online at a rate that you weren't eligible for, we'll put your

subscription on hold. You'll have 7 days to tell us whether you want to carry on subscribing or cancel your subscription. If you want to carry on, you'll need to pay the difference between the rate you've been paying and the rate you were eligible for. If you don't tell us what you want to do within 7 days, we'll assume you want to cancel your subscription, and we'll give you a pro rated refund in line with section 8.c.

6.3 Changing the price of your subscription

If we change the price of your subscription, we'll always give you at least 6 weeks' notice. That's unless you've joined at a rate you weren't eligible for (see 6.2). We won't start charging you the new price until your subscription renews.

If you're not happy with the new price, you can tell us that you don't want to carry on with your subscription any time before your subscription renewal date.

6.4 Changing the terms of your subscription

We can vary the terms of your subscription at any time. This could be:

- For legal or regulatory reasons.
- To improve or clarify our services or terms.
- For other reasons that make this necessary.

We'll publish any changes online at: legalservice.which.co.uk/terms-conditions. If we think that a change will adversely affect you, we'll write to you to let you know. We'll try to give you at least 4 weeks' notice. If you are, or are likely to be, negatively affected by a change we make, you can cancel your subscription immediately and be refunded as per section 8.c.

7. Getting in touch about your subscription

- Call: 01174 566 020
- Email: wls@which.co.uk

- Write to: Which? Legal, 4th Floor, One Castlepark, Tower Hill, Bristol BS2 0JA

8. Cancelling your subscription

The following sets out when you can cancel your subscription 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.

Cancellation rights and refund policy

a) You can cancel your subscription within the first 14 days of joining Which? Legal or, after a trial subscription, within the first 14 days of your full subscription.

You are entitled to a full refund of the subscription payment made unless you requested and received legal advice from us before the 14 days expired. If so, you'll be refunded the subscription payment you made, minus an amount for the number of days your subscription had been running up to when you cancelled.

b) You can cancel your subscription for any reason after the first 12 months by giving us 30 days' notice.

We'll give you a pro-rata refund of the subscription payment you have made for the year you're cancelling in. We'll base this on the number of days left on your subscription for that year.

c) You can cancel your subscription immediately:

- If we tell you that we can't advise you because of a conflict of interest
- In line with section 6.2, where we contact you to tell you that you've paid a subscription rate you weren't eligible for
- In line with section 6.4, where we've made a change to your subscription that affects you adversely
- In line with section 9.3, where we are in serious breach of these terms and conditions

We'll give you a pro-rata refund of the subscription payment you have made for the year you're cancelling in. We'll base this on the number of days left on your subscription for that year.

Call 01174 566 020 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.

9. If things go wrong

9.1 What happens if you misuse our service?

If we think that you're misusing our service, we might suspend your subscription 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 our service, we might decide to stop your membership.

9.2 What happens if you break these terms?

If you're in serious breach of these terms and conditions, we may take appropriate action. This includes suspending or stopping your subscription. If this happens, you won't get a refund for the subscription you have paid.

9.3 What happens if we break these terms?

If we're in serious breach of these terms and conditions, you can cancel your subscription and get a refund. (See 8.c)

9.4 How to make a complaint

If you're unhappy with our service, please contact the Manager of Which? Legal (see 7). 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.

The European online dispute resolution (ODR) platform can be accessed here: ec.europa.eu/consumers/odr/. This can be used for resolving disputes about products and services purchased online.

10. 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.