

## Which? Legal Single Issue Advice Service Terms and Conditions

The following terms apply to our Which? Legal Single Issue Advice Service (or “the Service”). Please take the time to read and understand these terms. If you have any questions, then please contact us on 0117 456 6020 and we will be happy to help you.

### 1. What we can help you with

We will give you expert legal advice by phone or email, relating to one consumer law issue for a period of one (1) month. This means that we can give you advice on one issue that involves goods or services that you've bought from a business or private seller in the UK, or that is subject to UK law.

#### 1.1. We can't give advice:

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

#### 1.2. Financial Limits

We can only advise you on claims that would fall within the small-claims system of the relevant jurisdiction.

- England and Wales: The value of your dispute must be less than £10,000.
- Scotland: The value of your dispute must be less than £5,000.
- Northern Ireland: The value of your dispute must be less than £3,000.

### 2. Contacting us

#### 2.1. Availability

During the one (1) month of the Service, 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.

#### 2.2. How to contact us

You can contact us by:

Calling us on **0117 456 6020**

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 at [wisemailadvice@which.co.uk](mailto:wisemailadvice@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.

#### 2.3 Term

You will receive advice in relation to your issue for a period of up to one (1) month from the date you purchase the Service. If you still require advice on your issue after this date, or advice on another issue, you can upgrade to a Which? Legal monthly subscription. Please see section 7 below for further details.

### 3. When you contact us

#### 3.1. 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.

#### 3.2. 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.

#### 3.3. 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.

#### 3.4. 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/help/our-policies-and-standards](http://www.which.co.uk/help/our-policies-and-standards)

#### 3.5. How we are regulated

Our legal advice may be given by solicitors, paralegals, barristers and legal executives. The personnel in our team changes from time to time, but whatever the qualification of the person who advises you, the level of advice and service you receive will be the same. Which? Limited is an unregulated organisation but some of our advisers are themselves individually regulated. Solicitors are regulated by the Solicitors Regulation Authority (SRA) and they follow the SRA Code of Conduct ([sra.org.uk/handbook](http://sra.org.uk/handbook)). Barristers are regulated by the Bar Standards Board (BSB) and follow the BSB Code of Conduct ([barstandardsboard.org.uk/handbook](http://barstandardsboard.org.uk/handbook)). Legal Executives are

regulated by the Chartered Institute of Legal Executives (CILEx) and follow their Code of Conduct ([cilexregulation.org.uk/code-of-conduct](http://cilexregulation.org.uk/code-of-conduct)). If you want to ask about the qualification of a particular adviser, please get in touch.

### 4. Your payment

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.

### 5. General Exclusions

We're here to give you advice about consumer law claims, subject to the limitations and exclusions set out below. Broadly speaking, this means we can only give you advice on issues around contracts. We can't take things to court for you or draft documents or letters on your behalf.

#### 5.1. We can't give advice on:

- Claims against a local authority and government bodies;
- Claims based on breach of a statutory duty;
- Another legal professional's advice;
- Something another legal professional is already advising you on;
- Personal Injury;
- Professional negligence;
- Insolvency or insolvency proceedings;
- Water and sewage;
- Planning consent;
- Building regulations;
- Party wall disputes;
- 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.

#### 5.2. Other things we can't do:

- Intervene directly with third parties to settle disputes.
- Advise someone who contacts us on

your behalf, unless you've already given us permission to do this or provided us with a copy of a power of attorney.

- 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.
- Give you legal advice if there is a conflict of interest. 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 section 6).
- Give you legal advice if it's against the law or other regulations to do so. 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 or act on your behalf.
- Give you advice for someone else.

#### 5.3. You also must:

- Have entered into the contract with the business or private seller 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
- Ensure that the value of the claim is under the small-claims threshold of the applicable jurisdiction (as set out in section 1).

### 6. 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.

#### 6.1. 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 8); or we tell you that we can't advise you because of a conflict of interest (see section 5).

#### 6.2. Cancellation Refund Policy

- If you cancel within 14 days of purchasing the Service you will be entitled to a full refund of the Fee 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 that you cancel.
- If the cancellation is due to a serious breach of the terms and conditions by us or we tell you that we can't advise you because of a conflict of interest, we will provide a refund of the Fee less a deduction for the proportion of Service completed at the point of cancellation.
- If the Service has been completed during the 14 days, you will not be entitled to a refund.

#### 6.3. How to cancel

You can cancel by calling 0117 456 6020 to cancel. Alternatively, you can email [wls@which.co.uk](mailto: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](http://legalservice.which.co.uk/cancellations).

### 7. Transferring to a Which? Legal monthly subscription

At any time during the Service, you may update your membership to a Which? Legal monthly subscription.

#### 7.1. How to upgrade

You can upgrade your membership to a Which? Legal monthly subscription at any point during the three (3) months of the Service by calling 0117 456 6020. This means you can get advice on a range of issues rather than just the one issue, and will allow you to continue to receive advice after the one (1) month period of the Service has ended.

#### 7.2. Waiver of joining fee

As a member of the Service, the one-off joining fee to become a Which? Legal monthly subscriber will be waived. Only the monthly subscription fee will be payable.

### 7.3. Your monthly subscription

By upgrading to a Which? Legal monthly subscription, you agree to pay the monthly subscription fee that applies to the subscription you're taking out.

Your subscription will continue on a monthly basis until you cancel your subscription. For further details, please see the Which? Legal monthly subscription full terms and conditions.

## 8. If things go wrong

### 8.1 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 of the Fee.

### 8.2 What happens if you break these terms?

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

### 8.3 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 of the Fee in accordance with section 6 above.

### 8.4 How to make a complaint

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](mailto:enquiries@legalombudsman.org.uk)
- Website: [legalombudsman.org.uk](http://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](http://ombudsman-services.org). If you have a complaint about the professional conduct of any of our regulated advisers, you can also refer the complaint to their regulator. If you want to check if a particular adviser is regulated, please get in touch. As Which? Legal and Which? Limited are not regulated by the Solicitors Regulation Authority (SRA), you will not be able to make a complaint about Which? Legal or Which? Limited to the SRA or make a claim on the SRA compensation fund. This is a discretionary fund maintained by the

SRA for making grants to people whose money has been stolen, misappropriated or not been accounted for by a regulated person or organisation, or for those who have suffered a loss against which a regulated person or organisation should have been insured under the SRA rules, but was not. We do have professional indemnity insurance which meets the compulsory minimum levels of insurance the SRA require regulated firms to have in place to protect clients in case something goes wrong. The European online dispute resolution (ODR) platform can be accessed here: [ec.europa.eu/consumers/odr/](http://ec.europa.eu/consumers/odr/). This can be used for resolving disputes about products and services purchased online

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## 9. About us

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

<b>Name:</b>	Consumers' Association	Which? Limited
<b>Company number:</b>	580128	677665
<b>Registered address:</b>	2 Marylebone Road, London NW1 4DF	2 Marylebone Road, London NW1 4DF
<b>Registered in:</b>	England and Wales	England and Wales
<b>VAT number:</b>	n/a	GB238534158
<b>Company type:</b>	Limited by guarantee	Private limited company
<b>Email:</b>	<a href="mailto:which@which.co.uk">which@which.co.uk</a>	<a href="mailto:which@which.co.uk">which@which.co.uk</a>
<b>Charity number:</b>	296072	n/a

Our solicitors follow the SRA Code of Conduct: [sra.org.uk/handbook](http://sra.org.uk/handbook). Our barristers follow the BSB Code of Conduct: [barstandardsboard.org.uk/handbook](http://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.