

Which? Legal annual subscription 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, we'll be happy to help.

We give advice to individuals, sole traders and small partnerships only, provided that you are acting as a consumer. Your subscription covers you, and any family members who are living at the same address.

Contact us for advice

If you call us, we'll try to put you straight through to one of our specialist legal advisers. If they're all busy helping other members, or if you need information about an employment or wills or probate matter, we might need to arrange for them to call you back at a convenient time. We can't send you a written summary of advice we give over the phone.

Alternatively, you can 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. If we need more information in order to advise you, we may telephone you to discuss your query.

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 may 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: which.co.uk/help/our-policies-and-standards

2.5 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). Barristers are regulated by the Bar Standards Board (BSB) and follow the BSB Code of Conduct (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).

If you want to ask about the qualification of a particular adviser, please get in touch.

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 or private 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

Consumer Claims in England and Wales

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

Consumer 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.

3.2. Travel and Holiday rights

We can give you advice on matters such as

delayed, changed or cancelled flights and travel, luggage issues and 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
- Contracts not subject to UK law
- Claims which fall outside the small claims system limits for both England & Wales and Scotland as set out in paragraph 3.1 above

3.3. UK employment law

We can advise employees, agency or temporary workers, and apprentices, under a contract subject to UK law. We can advise you on issues including grievance and disciplinary procedures, unfair dismissal, discrimination and pay disputes in the Employment Tribunal (ET).

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 Police Officers and 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 in England and Wales granted after 15/1/89
- Short assured tenancies and Private residential tenancies in Scotland

We can help you with issues such as rent disputes, deposits, disrepair, guarantors and your legal rights when ending the tenancy.

We can't give advice on:

- Any other tenancies, including commercial tenancies, leases and assured tenancies

- Resident landlords
- Company lets
- The regulations/licensing relating to housing in multiple occupation
- Local-authority, agricultural or social tenancies
- Completing notices or documentation.
- Tenancies in Northern Ireland
- High Court Proceedings

3.5. Civil neighbour disputes

We can give you advice on matters such as hedges, trees, light, noise, boundary disputes and damage to property, as well as Adverse Possession claims and the Party Wall Act 1996.

We can't advise you on:

- 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. Parking tickets issued by local authorities and by private companies.

We cannot advise in relation to :

- Legal proceedings that relate to a local authority parking ticket
- Railway Byelaws
- Any other road traffic penalty (e.g. bus lane offences, yellow box, congestion charge, red route)
- Parking tickets issued in contravention of the Highways Act 1980

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. Damage caused by potholes

d. Matters relating to your Motor Insurance policy

We can't give advice on:

- Court proceedings relating to Road Traffic Collisions
- Personal injury claims
- Liability in relation to Road Traffic Collisions

3.7. Wills and probate

We can give you advice on matters such as writing and amending a will, trusts, powers of attorney, deputyship, probate, estate administration and intestacies, the rights and obligations of executors and beneficiaries, and inheritance tax. 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.
- Financial planning and investment schemes
- Completion of full IHT account (IHT 400)

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 We can't advise you about:

- A claim against a local authority and government bodies, except in employment or neighbour disputes
- A claim based on breach of a statutory duty, except in employment disputes
- Another legal professional's advice
- About matters where another legal professional is already advising you or acting for you
- Professional negligence
- Insolvency or insolvency proceedings.
- Appealing any Judgments
- The merits of a case if proceedings were issued before you took advice from us

- Criminal law except motoring offences specified above
- A claim made against you by an individual not representing a business – except neighbour disputes or private sale

4.2 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 they provide us with a copy of a valid Power of Attorney
- Review or draft documents on your behalf
- Guarantee you'll always speak to or correspond with the same specialist legal adviser when you contact us
- Give you legal advice if there is a conflict of interest. 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 7.c.)
- 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, unless they're a family member who lives at the same address as you

5. Your subscription

5.1 Joining fee

A one off joining 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.

5.3 How to pay for your joining and subscription fees.

You can use most credit and debit cards to pay your joining fee and to make your first payment. Then you can pay 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.

5.4 Changing the price of your subscription

If we change the price of your subscription, we'll always give you at least 6 weeks' notice. If you're not happy with the new price, you can tell us that you don't want to carry on with your subscription at any time before the price increase takes effect.

5.5 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 7.c

6. Getting in touch about your subscription

Call: 0117 456 6020

Email: wls@which.co.uk

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

7. 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. You are entitled to a full refund of the joining fee and the first month's subscription payment you paid unless you requested and received legal advice from us before the 14 days expired. If so, you'll be refunded the first month's subscription payment you made, minus an amount for the number of days your subscription had been running up to when you cancelled; the Joining Fee will be non-refundable.

b) After the first 14 days you can notify us that you wish to cancel your subscription at any time and for any reason. Your cancellation will take effect at the end of the subscription month that you cancel in. Once your cancellation has taken effect, your subscription will end and no further payments will be due from you;

c) You can cancel your subscription immediately:

- If we tell you that we can't advise you because of a conflict of interest; in these circumstances we will give you; a full refund of your Joining Fee and subscription payment if you are within the first 14 days of joining Which? Legal and have not received any legal advice from us, otherwise we will provide a pro rata refund of the subscription payment you have made for the subscription month you're cancelling in, we'll base this on the number of days left on your subscription for that month, the Joining Fee will be non-refundable;
- In line with section 5.5. (where we've made a change to your subscription that affects you adversely) or section 8.3, (where we are in serious breach of these terms and conditions); in either of these circumstances we will give you;
 - a full refund of your Joining Fee if you are within the first 14 days of joining Which? Legal (the Joining Fee is otherwise non-refundable); and
 - a full refund of your subscription payment if you are within the first 14 days of joining Which? Legal and have not received any legal advice, otherwise we will provide a pro rata refund of the subscription payment you have made for the subscription month you're cancelling in, we'll base this on the

number of days left on your subscription for that month.

You can cancel by calling 0117 456 6020 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

8. If things go wrong

8.1 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.

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 includes suspending or stopping your subscription. If this happens, you won't get a refund for the subscription you have paid.

8.3 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 7.c)

8.4 How to make a complaint

If you're unhappy with our service, please contact us (see 6). We will inform you of our complaints procedure and get back to you within 10 working days.

If we can't resolve things, or the matter is not resolved to your satisfaction within 8 weeks of making your complaint, you could submit a complaint about the individual who advised you 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 one of these, Ombudsman Services, at 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.

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.

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/. This can be used for resolving disputes about products and services purchased online.