Which? Legal monthly 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 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 whlegaladvice@which.co.uk. When you email us, please send us any supporting information, or if you are busy, we’ll help you 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 a reply as soon as possible, but we may not have 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 you to give us further 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.

2.2 Disclosure of information
Our communications with you 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/privacy-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 change 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.org.uk) and follow the Bar Council (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 resale
- 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 Small Claims Adjudicator or Enforcement of any Judgment – this means the value of your dispute must be less than £5,000.
- 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.
- 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 28/2/18 or that have been agreed outside the UK
- Holiday clubs outside the UK
- Personal injury claims
- Contracts not subject to UK law
- Claims that fall outside the small claims system limits for both England & Wales and Scotland

3.2. UK employment law
We can give advice on matters such as:[
- Employment agreements, tripartite and multi-party terms and conditions, 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

3.3. Tenancy law
We give advice on private residential tenancies 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, guarantees and your legal rights when ending the tenancy.

We can’t give advice on:
- Any other tenancies, including commercial tenancies, leases and assured tenancies

3.4. Neighbour disputes
We give advice to private residential tenants and private landlords about:

- Adverse Possession claims and the landlord’s ability to prevent you from living on the property
- Commercial or business purposes:

- Tenancies in multiple occupation
- Housing in commercial or business purposes

We can’t advise you on:

- Property disputes
- Landlord and tenant, housing in multiple occupation
- Tenancies in Northern Ireland
- High Court Proceedings

3.5. Civil neighbour disputes
We can give you advice on matters such as:

- Neighbour disputes in England and Wales
- Rights of way, easements, covenants and other property law matters
- Planning law

3.6. Motoring issues
We can advise on:

- Car hire agreements
- Motor insurance
- 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 wills, trusts
- Powers of attorney, deputyships
- Probate administration and exchanges, the rights and obligations of executors and beneficiaries, and inheritance tax

We can’t advise you on:

- Issues that fall under Northern Ireland 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 disputes. 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
- An additional legal professional’s advice
- About matters where another legal professional is already advising you or acting for you
- Armed forces
- Professional negligence
- Insolvency or insolvency proceedings
- Appealing any Judgments
- The merits of a case if proceedings were issued before you took advice from us.

- Adverse Possession claims and the landlord’s ability to prevent you from living on the property
- Commercial or business purposes:

- Tenancies in multiple occupation
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5.2 Your 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 in accordance with section 7 below.

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 monthly payment. Then you can pay your subscription monthly 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 will always give you at least 2 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 clarify or confirm 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 Castlecourt, Tower Hill, Bristol BS2 0JA

7. Cancelling your subscription
This section sets out when Which? can cancel your subscription and what refund you’ll be entitled to. We aim to get the refund to you within 14 days after you tell us that you want to cancel.

Cancelling rights and refund policy
a) You can cancel your subscription within the first 14 days of joining Which? Legal. You can do this by returning 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 you do, 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 monthly 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 that 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 terms that adversely affect you or section 8.3 (where we are in serious breach of these terms and conditions), we can cancel your subscription immediately and be refunded as per section 7.c.

8. If things go wrong
8.1 What happens if you misuse our service?
If we think that you’re misusing our service, we may 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’ll 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 can make a complaint about the individual who advised you to the Legal Ombudsman:

Phone: 0300 555 0333
Minicom: 0300 555 1777
Email: legalombudsman@which.co.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 will 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 an approved scheme, you can find details of one of these, Ombudsman Services, atombudsman-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 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 all regulated advisers to take out. If you think we have a complaint about the professional conduct of any of our regulated advisers, you can refer the complaint to the Ombudsman Services. Although the Ombudsman Services is not regulated by the Solicitors Regulation Authority (SRA), you will not be able to make a complaint to the Ombudsman Services if you are regulated by the Solicitors Regulation Authority, and have not received any legal advice, 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.

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.

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: 589028
Registered address: 2 Marylebone Road, London NW1 4DF
Minicom: 0800 170 200

Company type: Limited by guarantee
Charity number: 296072
Charity type: n/a

Our solicitors follow the SRA Code of Conduct: solicitors.org.uk/handbook. Our barristers follow the BSB Code of Conduct: barristersboard.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.