Which?

Legal Advice subscription terms and conditions

These terms and conditions apply to the Level 2 Legal Advice Service that provides access to the range of legal topics in Schedule 1 below (formerly known as the 'Which? Legal' service). Please read these terms and conditions carefully, if you have any questions we'll be happy to help. Any other Which? subscriptions you may have will be covered by separate terms and condition

Definitions

The following terms which are highlighted in bold throughout these terms and conditions shall have the following meaning:

Appeals- an application or request for a decision to be reviewed, this can be made following an internal procedure with a business or formally through the court or tribunal following a judgment.

Assured Shorthold Tenancies (AST) - the most common tenancy agreement if renting

from a private landlord or letting agent.

Civil Claims - a legal dispute, usually for the recovery of a sum of money, where the correct venue for legal proceedings to be issued is the County Court or High Court.

Consumer - an individual who has purchased goods or services for their own personal use, not for business use or for resale

Data Controllers -An individual or company exercising control over the processing of personal data

Family Members - a person related to you directly or through marriage who lives with you at the same address, or your cohabiting partner and those similarly related to them.

Occupation Contracts - the new form of tenancy agreement in Wales

Private Landlord - A landlord who is an individual rather than a limited company, partnership or other legal entity

Private Residential Tenant - an individual who has entered a residential tenancy agreement in their personal capacity

Private Residential Tenancy - a type of tenancy agreement in Scotland

Private Seller - a person selling goods in their personal capacity, rather than in the course of a business or through another legal entity such as a company.

We give advice to individuals who are acting as a **Consumer**. Your subscription covers you, and any **Family Members** who normally live at the same address.

1. Contact us for advice

You can call us to request advice by calling us on 02922670202 by emailing us at wlsemailedvice@which.co.uk or contacting us through live chat via our webpage https://legalservice.which.co.uk/.

If you are requesting advice by phone we'll arrange for one of our specialist legal advisers to call you back at a convenient time. We can't send you a written summary of advice we give over the phone

It is our policy not to advise members of our legal advice service whilst they are driving, even when a hands-free device is being used.

If you are requesting advice by email, 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 as 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 we receive your email. 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 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.

2.2 Recording calls

We record calls to help us train our staff and measure the quality of the service we give you. We make attendance notes of our call with you and may also record a summary of the issue you contact us about in our database[s]. Where we provide advice by email we will retain copies of your initial request for advice and the emails that we subsequently exchange.

2.3. How we will use and protect your data

You agree that we may use and share the information you provide to us for the following purposes::

- to provide you with advice and guidance;
- to inform Which? Group research, campaigns, policy, advocacy and editorial teams of the collective; individual experiences and issues members have contacted us about
- to use in print and online editorial content, appropriately redacted or anonymised where required;
- to support and use in advocacy and campaigns and policy work and output,

- appropriately redacted or anonymised, where required;
- to conduct customer research with you and provide research data to Governmental and other institutions, appropriately redacted or anonymised where required;
- to identify consumer trends.

No personal data will be passed on to other parts of the Which? Group or any third parties or used in any published content without your express consent.

When it comes to your personal data, we always follow the terms in our privacy notice. These are at: www.which.co.uk/help/our-policies-and-standards If you want to know more, or if you don't want us to use your information in this way, please get in touch.

2.4 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.

2.5 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 Standards and Regulations

(https://www.sra.org.uk/solicitors/standards-regulations/). Barristers are regulated by the Bar Standards Board (BSB) and follow the BSB Code of Conduct

(https://www.barstandardsboard.org.uk/for-barristers/bsb-handbook-and-code-guidance/t he-bsb-handbook.html). 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 qualifications of a particular adviser, please get in touch.

3. What we can help you with

Our team of specialist legal advisers can provide the advice or guidance set out in Schedule 1 of these terms as below, subject to the following general exclusions:

3.1. General exclusions, we can't advise you or provide guidance:

- On claims against local authorities and government bodies, except in employment disputes, neighbour disputes, claims arising from pothole damage and the general guidance on medical negligence and personal injury specified in Schedule 1
- On claims based on breach of a statutory duty, except in employment disputes
- About matters where another legal professional is already advising you or acting for you
- In disputes over contracts not subject to UK law
- On your insolvency or insolvency proceedings
- The grounds for, or merits of appealing a judgment nor the process for appealing a judgment except where specified in Schedule 1.
- Judicial review
- Criminal law except motoring offences specified in Schedule 1
- Claims made against you by an individual not representing a business except in home and property disputes or private purchases

3.2 Other things we can't do:

- Intervene directly with third parties to settle disputes.
- Provide advice or guidance to someone on your behalf, unless you've given us prior permission to provide this or they have provided 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 legal advice subscription service member. Data protection laws and our duty of confidentiality 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 (subject to the conditions set out in section 6 of these terms and conditions).
- Give you legal advice if it's against the law or in breach of any professional obligations to do so. Our specialist legal advisers follow the Solicitors Standards and Regulations (https://www.sra.org.uk/solicitors/standards-regulations/), 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.

4. Your subscription

4.1 Joining fee

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

4.2 Your 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 6 below

4.3 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.

4.4 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.

4.5 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:

https://legalservice.which.co.uk/terms-and-conditions/. If we think that a change will adversely affect you, we'll email or 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 6.

5. Getting in touch about your subscription

• Call: 02922 670 172

• Email: wls@which.co.uk

Write to: Which? Ltd, No.3 Capital Quarter, Tyndall Street, Cardiff CF10 4BZ

6. 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.

6.1 Cancellation rights and refund policy

You can cancel your legal advice subscription within the first 14 days of it

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

 After the first 14 days you can notify us that you wish to cancel your legal advice 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;

6.2 You can cancel your subscription immediately if;

- we tell you that we can't advise you because of a regulatory issue, such as a conflict of interest;
- we've made a change to your legal advice subscription that affects you adversely (see section 4.5)
- we are in serious breach of these terms and conditions (see section 7.3);

If you cancel in any of these circumstances, we will give you a full refund of your subscription payment and any joining fee paid if you are within the first 14 days of joining 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 year you're cancelling in, based this on the number of days left on your subscription.

You can cancel by calling 02922 670 172 to cancel. Alternatively, you can email wls@which.co.uk - some template wording for a cancellation notification can be found in Schedule 2 of these terms - or contact us through live chat via. our webpage - https://legalservice.which.co.uk/.

7. If things go wrong

7.1 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 subscription. Details and examples of what constitutes misuse of the service can be found on our website at the link above.

We have a zero tolerance policy in regard to abuse of our staff. If you are abusive to our staff including making what we deem to be offensive comments directed at our staff, we reserve the right to terminate your subscription.

7.2 What happens if you breach these terms?

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

7.3 What happens if we breach these terms?

If we're in serious breach of these terms and conditions, you can cancel your subscription and get a refund. (See section 6)

7.4 How to make a complaint

If you're unhappy with our service, please contact our complaints team (details can be found at

https://www.which.co.uk/help/all-help/4344/what-to-do-if-you-have-a-complaint). We will provide you with our complaints procedure and endeavour to investigate and respond to your complaint 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? Ltd 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.

As Which? Limited are not regulated by the Solicitors Regulation Authority (SRA), you will not be able to make a complaint about 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 is reasonably equivalent to the minimum levels of insurance the SRA requires regulated firms to have in place to protect clients in case something goes wrong.

8. About us

Which? Limited is a subsidiary company of the Consumers' Association – a registered charity.

Which? Ltd Company number: 677665

Registered address: 2 Marylebone Road, London NW1 4DF

Registered in: England and Wales England and Wales

VAT number: GB238534158

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. This document constitutes the entirety of the agreement between you and us in relation to your full legal advice subscription and any information contained elsewhere must be interpreted in accordance with the terms and conditions and definitions contained in this document, and in any event are superseded by this document.

SCHEDULE 1

Consumer law

What we can advise on

We can advise you on contracts for goods or services that you've bought as a **Consumer** from a business or **Private Seller** in the UK, or purchased anywhere else in the world with a UK credit card including but not limited to:

The purchase of goods in-store or online including faulty products and delivery issues;

A trader or company who has undertaken work for you;

Subscription services such as

When we can't advise

We can't advise you if you are the seller of goods, or you have purchased goods or services for the purpose of reselling them or you have entered into the contract as a limited company, a partnership or a sole trader.

We can't advise you in relation to court procedure for any **Civil Claims** which fall outside of the small claims limits in England & Wales, Scotland and Northern Ireland.

We can't advise you about the **Appeals** process for Scotland or Northern Ireland.

TV, Broadband or mobile telephones;

Utilities (Electricity, Gas and Water);



New Build Warranties;

Guidance on your rights when a company you have contracted with becomes insolvent.

Claims in England & Wales
We can advise you about any Civil
Claims that would fall within the
small-claims limit up to and including
the setting aside or enforcement of
any judgment.

We can give guidance only in respect of the small claims **Appeals** process.

We can't advise you about the mis-selling of financial products.

We can't advise you about wayleave agreements or rights and obligations arising from property deeds.

We can't advise you about **Civil Claims** arising from disputes with water companies, or any disputes with water companies in Northern Ireland

We can't advise you about disputes arising out of education law unless it relates to an underlying contractual dispute such as non performance of paid for service, or billing disputes.

Claims in Scotland and Northern Ireland

We can advise you about **Civil Claims** that would fall within the small-claims limit – this means the value of your dispute must be £5,000 or less in Scotland and £3,000 or less in Northern Ireland.

We can't advise you about any tax related issues

Data Protection

What we can advise on

We can advise you about the obligations of **Data Controllers** and what they can or cannot do with your personal data.

When we can't advise

We can't advise you about pursuing a data protection complaint or claim to the tribunal or court.

We can advise you about misuse of data or data breaches affecting your personal data.

We can advise you about data subject access requests (SARs).

We can advise you about complaints to the Information Commissioner's Office (ICO).

We can't calculate compensation you may be entitled to arising out of a breach of data protection law.

We can't advise you about complaints against the Information Commissioner's Office (ICO) themselves.

We can't advise you about a data protection complaint or claim made against you.

We can't advise you about your data protection obligations if you are acting in the course of your business, profession or trade.

Medical Negligence and Personal Injury

What we can advise on

While we can't provide legal advice we can provide general guidance about what a medical negligence or personal injury claim process involves and how you may be able to obtain independent representation. This general guidance includes but is not limited to:

Injuries sustained in England, Wales or Scotland

Injuries sustained outside England Wales and Scotland on a package holiday

Injuries sustained in the UK as a result of a criminal act under the Criminal Injuries Compensation

When we can't advise

While we can provide the general guidance about what a medical negligence or personal injury claim process involves as set out in the "What we can advise on" column to the left, this guidance won't include the following:

guidance on the merits or monetary value of any claim arising from injury or medical negligence.

guidance on Court Procedure relating to injury or medical negligence claims.

guidance on claims relating to medical negligence or injury sustained in Northern Ireland nor medical negligence or injury claims brought in Northern Ireland. Authority (CICA) scheme



Injury caused as a result of negligent treatment

guidance on claims for injuries sustained outside England Wales and Scotland, unless it is a claim against a package holiday provider.

guidance on claims against members of your household.

guidance on disciplinary procedures against medical professionals.

guidance on Health and Safety Executive investigations or prosecutions.



Travel and Holiday rights

What we can advise on



Flights

We can advise you about changed or cancelled flights and lost or damaged luggage claims.

When we can't advise

We can't advise you about holiday services booked directly with providers outside the UK and not booked in accordance with UK law.



We can advise you about cancellations, changes or problems encountered whilst on your holiday.

Holiday Accommodation

We can advise you about holiday accommodation booked and based in the UK, or booked with a UK credit card.

Travel Insurance

We can advise you about a travel insurance policy or claim purchased from a UK provider

We can't advise you about immigration law, visas, right to work, right to enter or passports.

We can't advise you about renting out holiday accommodation to others.

We can't advise you about holiday clubs outside the UK.

We can't advise you about injuries sustained abroad, unless it is a claim against a package holiday provider.

We can't advise you about timeshare agreements entered into before 23/2/2011 or that have been agreed outside the UK.





procedure for any **Civil Claims** which fall outside the small claims limits in England & Wales, Scotland and Northern Ireland.

Landlord and Tenant issues

We can give advice to **Private**

When we can't advise

Residential Tenants, licensees and Housing Association tenants and **Private Landlords** and licensors about:

We can provide advice on **Assured Shorthold Tenancies** (AST) in England.

We can provide advice on a tenancy or licence in England and Wales granted by either a resident landlord or by an educational institution.

We can provide advice on

Assured Shorthold Tenancies and
Occupation Contracts in Wales.



We can provide advice on short

We are unable to advise on any other tenancies or licences, including:

- commercial tenancies;
- long leases;
- assured, secure or other regulated tenancies, and
- Tenancies of residential property to companies or other incorporated bodies.

Our service does not extend to advising on the merits of any application made to the First-tier Tribunal (Property Chamber), or merits of any response to an application.

assured tenancies and **Private Residential Tenancies** in Scotland.

We can provide advice to Housing Association tenants that have an **Assured Shorthold Tenancy**

We can assist with disputes or issues that may arise in connection with the tenancy or licence, such as rent arrears, deposits, disrepair and damage.

We can assist with the termination of the tenancy or licence and claims for possession made through the county court.

We are not able to draft clauses, notices or any other documentation in relation to a tenancy or licence.

We are not able to advise on tenancies or licences where the property is located in Northern Ireland.

We cannot assist with any proceedings taking place in the High Court, with the exception of a possession order that has been transferred to the High Court for enforcement.

We are unable to advise on any **Appeal** from a court or tribunal once a final determination has been made.

We can advise on disputes concerning deposit compensation under the Housing Act 2004 up to the point of any court claim for compensation being issued.

We can advise guarantors in relation to their obligations under a deed of guarantee in respect of a tenancy or licence, on condition that the tenancy or licence meets the qualifying criteria set out in these terms and conditions.

We will advise you in relation to the legal provisions and procedure concerning certain applications in the First-tier Tribunal (Property Chamber) We are unable to advise on any criminal liability or proceedings

We cannot advise on whether or not a property should be licenced in order to be rented out pursuant to Parts 2 and/or 3 of Housing Act 2004.

regarding:

- rent increases under s.13 Housing Act 1988;
- rent repayment orders under ss.73-74 Housing Act 2004;
- improvement notices and prohibition orders under Housing Act 2004;
- disputes about licences for houses in multiple occupation.

Civil neighbour disputes

What we can advise on

We can assist you with the following neighbour related issues:

- Trespass;
- Nuisance, including noise, smell and water escape;
- Damage to your property;
- Right to light;
- Boundary disputes;
- High Hedges and problem trees.

We can advise on an issue where you or a neighbour are looking

When we can't advise you

We can't advise on the court procedures involved in relation to any neighbour dispute.

We cannot advise on any neighbour disputes arising in Northern Ireland.

We cannot advise on any aspect of harassment/assault from your

to claim adverse possession over each other's land.

We can advise on issues and disputes arising under the Party Wall Act 1996

We can advise on your options if a neighbour has made a planning application and you want to oppose this.

We can advise on issues arising from a neighbour's CCTV.

neighbour.

We cannot advise on **Appeals** in relation to the Party Wall Act 1996.

We can't advise on any disputes that relate to rights of way, easements or covenants.

We cannot advise on any aspect of your own planning application.

We cannot advise on court action against a neighbour's planning application.



We cannot advise on matters about Wayleave agreements.

We cannot advise on any issues involving the Land Registry, including complaints about Land Registry, registration and change of title, rectification of title & registering easements.

Motoring issues

What we can advise on

We can advise you on the following traffic offences in relation to private cars or vans which are not

When we can't advise you

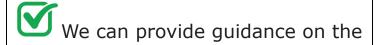
We can't advise you on road traffic penalty notices for highway code contraventions (e.g. bus lane offences,

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

We can advise you on vehicle damage caused by potholes.

We can advise you on matters relating to your Motor Insurance policy.



stopping in a yellow box or other no stop zone, red route, driving down no vehicle access roads, illegal turns in the road).

We can't advise you regarding parking in loading bays or on yellow lines.

We can't advise you on clamping on private land.

We can't advise you on driving under the influence, driving without a licence or causing injury or death through dangerous driving.

We can't advise you on liability or court action relating to Road Traffic Collisions.

claim process following a Road Traffic Collision.

We can't advise you on claims/complaints against the police.

We can't advise you on issues or queries regarding the Driver and Vehicle Licensing Agency (the DVLA).

We can't advise on matters which do not relate to a car or a van (e.g. bicycles, e-bikes etc).

What we can advise on

We can advise job applicants, employees and former employees, agency/temporary workers, and apprentices, working under a contract subject to the law of England & Wales or Scotland, and who are working in England, Wales, or Scotland.

We can advise on matters where the Employment Tribunal would be the correct venue for pursuing a claim, including (but not limited to):

- Unfair dismissal
- Discrimination
- Whistleblowing
- Unlawful deduction of wages

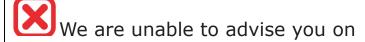
When we can't advise you

We are unable to assist you if you are self-employed or if your query relates to someone working for you

We are not able to help if you live or work outside of England, Wales or Scotland, or if your contract is not governed by English, Welsh or Scottish Law

Our service does not extend to helping We cannot advise Police officers or members of the armed forces

Breach of contract claims or any other claims which need to be brought in the Civil Courts



We can assist with other related employment issues, including:

- Queries about your contract
- If you are under a performance improvement process
- If you are facing disciplinary action
- When and how to raise a grievance
- Queries regarding sickness absence/pay
- Your entitlement to holidays/pay
- Issues to consider before you resign
- Your rights if you have not been paid correctly
- Your rights & options when you have been presented with a Settlement Agreement

matters regarding tax issues, pensions or employee benefits

We cannot assist with queries regarding share options/your rights as a shareholder, or your duties if you are a director

Any enforcement action (e.g. relating to a Tribunal judgment, an ACAS COT3 agreement, or a Settlement Agreement)

We are unable to advise on **Appeals** against decisions of the Employment Tribunal

Wills and Probate

What is covered by the service

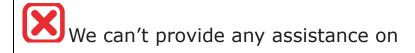
We can give you advice on matters related to:

- writing and amending your own will
- estate administration, probate and intestacy
- the rights and obligations of executors, trustees and beneficiaries
- trusts
- powers of attorney

When we can't advise you

We can't give you advice in relation to estates and other matters where you do not have a personal, legal or beneficial interest.

We can't provide advice on court proceedings relating to contentious probate matters



deputyship



We can provide guidance on:

- inheritance tax
- contentious probate matters

financial planning and investment schemes.

We can't assist with completion of a full IHT account (IHT 400)

We are unable to advise on issues that fall under the law of Northern Ireland, or relate to assets held outside of England, Wales or Scotland.

SCHEDULE 2

If you wish to cancel your legal advice subscription, you can choose to use the cancellation form below. Once completed this can be emailed or posted to the addresses in section 5.

Dear Which?

Name of member: [INSERT HERE]

Address of member: [INSERT HERE]

Membership number: [INSERT HERE]

I hereby give notice that I cancel my subscription which began on [INSERT DATE].

Yours sincerely