



# Legal advice

How our service can work for you

# Which?

# Helping you and your family

At Which? we've been giving independent advice and standing up for consumer rights for more than 60 years. For almost 50 years, we've also been offering consumers legal assistance and advice. At Which? we bring our values and experience to help you resolve your legal problems. Our help will give you the confidence to know what to do when facing legal action.

As a member of our legal advice service, you and any family members or partners living at the same address can call us no matter how many times you might require our help. Our experts will provide you with personal advice with no jargon; they'll tell you if you have a case and how to pursue it step by step. Our service gives you peace of mind: you can access our legal advice as often as you need to without having to worry about hourly fees.

***Whether you need to make a big decision or would like advice on an everyday problem, Which? is here for you***



# What we cover

Our legal service deals with areas of the law from parking fines to holiday rights, tenancy queries and probate. Our team is here to support you at any stage of your issue, including, subject to our terms and conditions, through the small claims process.

This guide explains more about what our service offers and how you can use it. On each page, you'll find a particular problem and the different category of law it falls into. Dotted throughout this guide, you'll also find member stories, highlighting just some of the cases we've been able to advise on over the years. Some of the areas we cover are:

**CONSUMER** > High street shopping > Telecoms > Online shopping > Traders > Utilities

**CARS & MOTORING** > Buying a car > Servicing & repairs > Parking fines

**HOLIDAYS & TRAVEL** > Flights > Cruises > Holiday problems

**HOME & PROPERTY** > Tenants > Landlords > Home improvements > Neighbour issues > Noise

**EMPLOYMENT** > Redundancy > Dismissal > Tribunal > Grievances > Discrimination

**WILLS & PROBATE** > Wills > Probate > Power of Attorney

# How to book an appointment

You can book an appointment with one of our legal experts via our online booking tool. It can be found on the Which? website at **[which.co.uk/booklegal](https://which.co.uk/booklegal)**

We'll ask you a few questions about your legal issue and then allow you to choose a time to book your appointment with one of our legal specialists.

Our full terms and conditions can be found on pages 26–31 and on our website.

To find out more about the team, see pages 26–36 or go online.

Visit **[legalservice.which.co.uk](https://legalservice.which.co.uk)** for more information on how we can help.



# Your rights on the high street

Every year, shoppers spend billions of pounds on the high street, buying all sorts of goods. Most of these purchases go without a hitch, but sometimes there's a problem – and not all of us know our rights.

Our team can give you advice on issues ranging from how to return goods you no longer want to what happens if the shop you bought from closes. If you have a problem with something you've bought online, we can help with that too.

The Consumer Rights Act 2015 replaced the Sale of Goods Act for purchases made after October 2015. It was the biggest shake-up in consumer rights law in a generation and gives you important rights when shopping, particularly when it comes to digital products. Our team can help you understand and enforce your rights.

## COOKING UP A STORM

A Zanussi gas hob left Barbara Littlewood in a stew. Barbara spent £264 on the appliance from Currys PC World, including the cost of fitting. However, on delivery, the fitters refused to install the hob, claiming the wiring was unsuitable, and she was told to hire an electrician to sort it. The new Currys' fitters said the fittings were fine and the work unnecessary, leaving Barbara £78 out of pocket. We advised Barbara that she was entitled to claim this cost from the company, as they should have supplied the contract with reasonable care. Three months later, Barbara received £150 compensation from Currys.



# Stay in touch with telecoms services

Mobile phone problems can be tricky. Common issues can include a phone that fails when the guarantee has expired or that can't get a signal. In such cases, you may be left out of pocket or without a working service.

A fast, reliable broadband connection is essential when it comes to work or for using online services, such as banking, government and entertainment websites. If your broadband isn't working or you are having problems with switching supplier, we can tell you where you stand.

# Dealing with tradespeople

Whether you're having a new kitchen fitted, a conservatory built or a boiler installed, the job must be carried out with reasonable care and skill.

Sometimes it's delay that's the issue. Even if you haven't agreed on a finish date, the work should be carried out 'within a reasonable time'.

And, if something goes wrong, and the trader won't put things right, you may be able to claim the cost of a third party fixing the problem.

Some areas that we have helped with over the years are:

- Poor-quality work or project overruns
- A builder leaving rubbish at your property
- A breach of contract or an increase in price without notification.

## TRADING PLACES

Patrick and Kathryn Heather hired an architect to manage a project on their home. After constant errors, the couple checked with the Architects Registration Board and discovered that she wasn't a professional. The situation escalated and when the trader took the Heathers to the small claims court for unpaid bills, we advised the couple how to counter-claim for breach of contract under the Consumer Rights Act 2015. The trader failed to attend the hearing and the judge decided in favour of the Heathers, for their claim of £4,864.05.

## New and used-car purchases

Has a car dealer ever tried to fob you off when your recently bought new or used car developed a problem? This can leave you with an expensive repair bill, even if you bought a new or second-hand warranty. If your car does develop a problem soon after you bought it, you still have consumer rights that mean the dealer may be obliged to fix it.

*If a car develops a problem, it can leave you with an expensive repair bill, even if you bought a new or second-hand warranty*

### TOUGH 'BRAKE' ON A CAR

When Shirley Purcell spent £44,416 on a Jaguar F-Pace R-Sport, she didn't expect to be paying for repairs within months. A squeak from the brakes was repaired, but kept returning, so Shirley took the car back to Harwoods Jaguar Land Rover. The company said that, as she'd had the car for more than six months, it would repair the car but not refund her money back. We advised that under the Consumer Rights Act 2015, this was misleading. The company first offered £35,000, then increased this to £39,000. We advised Shirley to accept, then Harwoods offered £3,825.25 more, making the settlement £42,825.25.





# Motoring issues

None of us wants to find ourselves facing a motoring offence, but with more traffic on UK roads than ever before, it's a problem many of us have to deal with. The money made from speed cameras alone has doubled in the past 10 years. We are here to help you if you're facing prosecution for:

- speeding
- driving an untaxed vehicle
- seatbelt offences
- driving without an MOT
- mobile phone offences
- driving without due care and attention.

We'll explain exactly what the prosecution needs to prove in order to convict you and give you an idea of the penalty you might be facing if you're charged. If you're going to court, we can also talk you through the process involved and what you'll need to prepare beforehand.

# Your rights at the garage

Problems with car servicing and repairs can occur for a number of reasons, including poor quality of work or a query with the fee charged for a service. For example, you may have been billed for extra work that the garage discovered and carried out, but didn't agree in advance with you. Or you may feel you were charged far more than the fair market rate.

Where no specific deadline for doing work on your car is agreed, the service must be completed within a reasonable time. If a part is replaced, the new one must be of satisfactory quality, fit for purpose and as described.

Dealing with unscrupulous garages or underhand sales tactics can be stressful, but with our help, you can make an effective complaint.

Our service provides expert advice, so you can tackle situations such as being:

- Overcharged for repairs
- Charged for repairs you didn't agree to
- Misled by a garage, or feeling coerced into doing business with them
- Unhappy because your car was damaged while in the care of a garage
- Unsatisfied with the quality of the work carried out.

# Your rights at the airport

If you find your plane has been delayed or you discover you can't travel because your flight is now overbooked, do you know your rights? And if your luggage goes missing, is damaged or ends up at a different airport, can you claim the cost of a replacement from the airline?

Which? can help. From cancelled flights to lost luggage, we'll tell you what action you can take and whether you're eligible for compensation. Advice includes:

- Your legal protection under the Denied Boarding Compensation Regulation
- Your rights when travelling and how this may affect the compensation you're entitled to
- How to get a refund if your flight is cancelled
- How to claim compensation for delayed or cancelled flights
- The procedures you must follow when taking a small claim to court.

***From cancelled flights to lost luggage, we'll tell you what action you can take and whether you're eligible for compensation***

# What happens if a cruise disappoints?

If you book a cruise through a travel agent and there's a problem, it's not always obvious where to turn. The travel agent and the cruise operator may blame each other and deny responsibility.

## TURTLE CHAOS

A seven-night dream cruise stalled when the ship stayed in the same port for three nights. George Turnbull and his wife were only able to see the sites via lengthy minibus trips, despite Voyages Jules Verne claiming in its brochure that passengers would avoid frenetic road travel. The cruise company argued the itinerary changed because it had to avoid a 'turtle sanctuary' which had been there for 20 years. We advised George that VJV had breached its obligations under the Package Travel Regulations 1992. George pursued VJV for compensation, succeeded, and accepted £1,200.





# Your rights on holiday

Whether it's a fortnight's package break on the beach in an exotic location or a weekend hiking in the Dales, when the holiday isn't what you were promised, or you're let down in some other way, it's important to know your rights. We can help you to:

- Understand your rights on holiday and the steps you can take to get your holiday put right or to seek compensation
- Seek legal redress with a holiday company, travel agent or tour operator
- Make a claim against your tour operator for reimbursement of out-of-pocket expenses and/or compensation for loss of enjoyment and value.

## BROKEN PROMISES

For Bill Platts and his wife, their dream cruise went sour when unsatisfactory last-minute changes were made to the itinerary. The Platts contacted the firm, Imagine Cruising, which said events had been beyond its control, but offered £60 and £100 off another cruise. Bill contacted Which?. We advised that the company was liable for failing to provide what it had advertised, in accordance with the Package Travel Regulations 1992, and the couple were in fact entitled to compensation. Bill's letters to the company went unanswered, so he initiated court proceedings. On receiving the legal papers, Imagine sent a cheque for £1,570.

# Your rights as a landlord

Before letting your property, it's important to fully understand the rights and responsibilities of being a landlord. We can advise you on:

- All aspects of assured shorthold tenancy agreements
- The need to use a tenancy deposit protection scheme
- Your right to reasonable access to carry out repairs and inspections.

If you do get into a dispute with a lettings agent or a tenant, we can advise you on how to proceed, including, if necessary, what you need to do to secure an eviction.

***Before letting your property, it's important to fully understand the rights and responsibilities of being a landlord***

# Your rights as a tenant

If you are renting a property, it's important to know your rights as a tenant, in case you face problems with the property. Knowing what the landlord must do if the oven suddenly stops working or the plumbing springs a leak can help to make a difficult situation less stressful. Whether your landlord is shirking their responsibilities to maintain your home or keeps dropping by unannounced, our specialist legal advisers can provide the help and advice you need, including:

- Your legal rights as a tenant
- Disputes you have with your landlord, including the tenancy deposit scheme
- What to do if your landlord is refusing to make repairs.

## TENANT HELP

At the end of their first year at university, Hannah Fisher and her friends were shocked to discover their landlord was withholding part of their deposit. Managing agents Unite had been slow to respond to issues throughout the year, and didn't turn up to inspect the thoroughly cleaned flat. We explained to Hannah that she could challenge the deductions to her deposit through the rent deposit scheme. Hannah submitted a statement and photos she had taken of the clean flat and was refunded the full amount of £106 that had been withheld.

# Your rights when there are redundancies

Finding out you could be facing redundancy can come as a real shock. You may have many questions, such as whether the company can lawfully make you redundant, how quickly this might happen or how much redundancy pay you could or should be due.

We can talk you through your rights in a redundancy situation, explain the procedure that your employer has to follow and guide you through taking action, such as an unfair dismissal claim if you don't think you have been treated properly.

***We can talk you through your rights in a redundancy situation and guide you through taking action***

# Dealing with employers

Tribunal claims are always a last resort – we can provide guidance on the steps to take when dealing with a grievance. If it comes to it, you can make a claim against your employer at an employment tribunal if you think you've been treated unfairly or the company has broken the law. The most common claims at an employment tribunal involve:

- Unfair dismissal, including constructive dismissal
- Unlawful discrimination – when you're treated less favourably than a colleague on the basis of issues such as your age, gender, race, religion, sexuality or a disability
- Unpaid wages or deductions from pay
- Holiday or notice pay



# Dealing with an estate

When a family member or friend dies, you may need to act as their executor or administrator to deal with their estate. Executors are the people appointed by the deceased in their will to deal with their estate. An administrator is the person appointed under the intestacy rules if someone dies without leaving a valid will. It is imperative that you know your responsibilities in both cases.

## WHERE THERE'S A WILL, THERE'S A WAY

On her mother's death, Stella Cookson discovered her solicitors had lost the will and all records had been destroyed. Our legal advisers informed Stella that she could apply for a copy to be used under Rule 54 of the Non-Contentious Probate Rules 1987. This needed an affidavit (sworn legal statement) explaining how the will was lost; plus the firm's draft required many changes, so it took six months for probate to be granted. The firm offered £250 compensation, but after the Legal Ombudsman recommended an award of £700, this was increased to £1,100 and £1,100 to its named charity

# How to deal with probate issues

A grant of probate – often referred to as just probate – is a legal document that confirms the authority to deal with the estate of a person who has died. It is not always necessary to obtain probate, but if you're the executor of a will, you may have to go through this process. We can advise you on:

- Whether you need probate at all – for example, some small, cash-only estates without property or estates with jointly owned assets, may not
- Obtaining the right information for the assets in the estate, so you can be sure you have valued everything correctly
- Completing the application for probate and what to expect from the probate registry

*It is not always necessary to obtain probate, but if you're the executor of a will you may have to go through this process*

# Meet some of the team

Our team prides itself on offering a personalised service, providing you with step-by-step advice to help you resolve your problem. Our team comes from a variety of professional backgrounds and includes experts in consumer and employment law. Between them, they have more than 200 years of practising experience



## **Evgeni Hristov**

Evgeni joined Which? in December 2017 as a consumer law adviser. Evgeni graduated in law from the University of the West of England in 2014. He has varied experience in the legal expenses industry and has advised clients on a wide range of areas of law including consumer, travel and property law.



## **Sanchia Pereira**

Sanchia joined Which? in September 2018 and is a qualified solicitor. Sanchia has worked in private practice, specialising in criminal litigation. She has worked as a law reporter, taught law, and has a Master's in International Human Rights. Sanchia enjoys empowering consumers with their legal rights.



## **Ben Rossor**

Ben joined Which? in 2015, prior to this having worked in private practice. He now enjoys using his knowledge to help members with their issues and queries on wills, probate and estate management. Ben is also qualified to advise on Scottish law in relation to Wills and Probate, as well as Powers of Attorney



## **Matt Tribble**

Matt has been qualified since 2013 and in that time has advised on a range of issues from consumer matters, personal injury disputes, property damage and issues with insurance. Before joining Which?, Matt spent nine years in private practice handling multi million pound claims. He now uses this experience to advise our members on their legal rights.



## **Rebecca Turnbull-Simpson**

Rebecca is a qualified solicitor with more than 12 years of post-qualification experience dealing with dispute resolution and civil litigation, previously having worked as a partner in private practice. Rebecca joined Which? in November 2022, Rebecca advises on general consumer disputes and litigation but specialises in property disputes.



## **Duncan Snook**

Duncan joined Which? as an employment law specialist in May 2018, and is a member of the Employment Lawyers Association. Duncan qualified as a solicitor in 2006 and has more than 15 years of experience advising on all aspects of employment law. Duncan advises employees, helping members understand their employment rights.

# Legal advice subscription terms and conditions

These terms and conditions apply to both monthly and annual legal memberships that provide access to the full range of topics in Schedule 1 below.

Your membership covers you, and any Family Member who normally lives at the same address.

Use of the Legal Advice service constitutes your agreement to these terms and conditions. Please read them carefully and 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 conditions.

Please note you may have a legal expenses insurance policy or cover, for example through a financial product, employment or association membership, that may enable you to obtain advice and/or representation in relation to matters either within or outside the scope of our service.

It is generally important that you notify an insurer of a potential claim on any such policy or cover as soon as possible and in advance of taking any steps.

## Definitions

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

**Appeal** - a formal application for a decision to be reviewed following a final determination or judgment from a court or tribunal.

**Assured Shorthold Tenancy (AST)** - the most common form of short-term tenancy in England between a private landlord and at least one individual who rents the property as their principal or sole residence, generally having commenced on or after 28 February 1997.

**Civil Claim** - 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 Controller** - an individual or company exercising control over the processing of personal data.

**Family Member** - 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.

**Long Lease** - a lease granted over a property in either England or Wales for a term exceeding 21 years.

**Occupation Contract** - the most common form of short-term tenancy

in Wales made under the Renting Homes (Wales) Act 2016.

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

**Private Residential Tenancy** - a type of tenancy agreement in Scotland, made under the Private Housing (Tenancies) (Scotland) Act 2016.

**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.

## 1. Contact us for advice

You can request advice by visiting [which.co.uk/booklegal](https://legalservice.which.co.uk/) to book an appointment online, contact us

through live chat or via our website <https://legalservice.which.co.uk/>.

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 unable to receive advice via telephone and wish to receive email advice, 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.

## 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 for training, monitoring and analysis purposes. This helps us train our staff and

measure the quality of the service we give you. We make a note of our calls with you in our databases.

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, appropriately redacted or anonymised where required, for the following purposes:

- to provide you with advice and guidance;
- to inform Which? research, campaigns, policy, advocacy and editorial teams of the collective and/or individual experiences and issues members have contacted us about;
- to use in print and online editorial content;
- to support and use in advocacy and campaigns and policy work and output;
- to conduct customer research with you and provide research data to Governmental and other institutions; and
- to identify consumer trends.

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](https://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 otherwise would allow 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/the-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](http://cilexregulation.org.uk/code-of-conduct)).

### 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 in relation to:

- Any areas of law outside of those set out in Schedule 1 to these terms
- Issues 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
- Issues where another legal professional is already advising you

and/or acting for you

- Issues that are not subject to UK law
- Bankruptcy, insolvency or other debt management procedures
- Rights under the Equality Act 2010 or any associated prior or superseding legislation, except for Employment law advice as set out below
- Rights under the Human Rights Act 1998 and/or the European Convention on Human Rights
- The grounds for, or merits of appealing a judgment nor the process for appealing a judgment except where specified in Schedule 1
- High court proceedings, including but not limited to judicial reviews
- Issues concerning criminal law, except for the motoring offences specified in Schedule 1
- Claims you are either making against, or that are being made against you by, an individual not representing a business – except in relation to landlord and tenant issues, neighbour issues or purchases from a Private Seller that are otherwise within the scope of our service as set out below

#### 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. For the avoidance of doubt, such permission has to be provided in relation to each case and once permission has been provided, this will be treated by us as continuing until we have received from you an express instruction withdrawing this permission

- Review or draft documents on your behalf
- Guarantee you'll always speak to or correspond with the same advisor when you contact us
- Advise if there is a professional conduct reason preventing us from doing so, for example give you legal advice where there is a conflict of interest, where your interests may clash with the interests of another legal advice subscription service member. Data protection laws and our duty of confidentiality mean we cannot 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)
- Advise if the circumstances of your matter are such that in our reasonably held view your best interests would not be safeguarded or advanced

through the use of a telephone-based advice service; by way of non-limited example this might include in cases of particular complexity or value. 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)

- Advise if it's against the law or in breach of any professional obligations to do so. Our specialist legal advisers follow the SRA Standards and Regulations (<https://www.sra.org.uk/solicitors/standards-regulations/>), the Bar Standards Board Handbook or the CILEx Regulation Code of Conduct
- Represent you or act on your behalf
- Give you advice for someone else, unless they're a Family Member and they have given permission for us to speak to you

### 4. Your subscription

#### 4.1 Fees

You agree to pay any joining fee and the annual fee or monthly fee that applies to the subscription. Your subscription will continue on either an annual or a monthly basis, depending on your type of subscription, until you cancel your subscription in accordance with section 6 below. If you have an annual subscription we'll write to you beforehand to remind you

that it's due to renew.

#### 4.2 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 annual or monthly subscription payment. The same card will be used to collect subsequent annual or monthly subscription payments. You can change the card your subscription fee is collected from, or set up a direct debit if you prefer, by calling us. 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.

#### 4.3 Changing the price of your subscription

If we change the price of your subscription, we'll always give you at least 6 weeks' notice. 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.

#### 4.4 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: <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](mailto:wls@which.co.uk)

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

### 6. Cancelling your subscription

The following paragraphs set 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 have an initial cancellation period

which ends 14 days after the day on which you took out your legal advice subscription. Cancel during this time and your subscription will end straight away and you will be entitled to a full refund of any joining fee paid and the subscription payment you have paid unless you have requested and received legal advice or guidance from us before you cancelled. If you have received legal advice or guidance from us, you'll be refunded the subscription payment you have paid, 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.

In the first year of an annual membership: after the initial cancellation period you can tell us at any time that you do not want your subscription to continue beyond the year you have paid for; we will not provide a full or partial refund of your annual payment but you will continue to receive all the member benefits you have paid for up to when your subscription ends and no further payments will be taken.

After the first year of an annual membership: each time your subscription renews you will again have an initial cancellation period

of 14 days in which to cancel your subscription and receive a full refund of the subscription payment made following the relevant renewal. After this you can tell us at any time that you want to cancel your subscription; your subscription will end 30 days after we receive your cancellation request. We'll provide 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.

For a monthly membership: after the initial cancellation period 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 4.4)

- 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 or guidance, otherwise we will provide a pro rata refund of the subscription payment you have made for the subscription year or month you're cancelling in. We'll base this on the number of days left on your subscription.

You can cancel by calling 02922 670 172, alternatively, you can email [wls@which.co.uk](mailto:wls@which.co.uk) - or contact us through live chat via our webpage - <https://legalservice.which.co.uk/>. Some template wording for a cancellation notification can be found in Schedule 2 of these terms.

## **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.

We have a zero tolerance policy in regard to abuse of our staff. If you are abusive to our advisers including making what we deem to be offensive comments directed at our advisers, 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 can submit a 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 6167, Slough SL1 0EH

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 one year has elapsed from the date of the act or omission giving rise to the complaint, or from the date you became aware of the issue.
- 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](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? 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 VAT number: GB238534158

The laws of England and Wales apply to this contract. Any disputes will be subject to the non-exclusive jurisdiction of the courts of England and Wales. This means that you can choose whether to bring a claim in the courts of England and Wales or in the courts of another part of the UK in which you live.

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 contained in this document. In the event of any inconsistency, these terms and conditions shall take precedence.

## SCHEDULE 1

### Consumer law

#### We can advise 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 who has undertaken work for you;

Subscription services such as TV, broadband or mobile telephones;

Utilities (electricity, gas and water);

Insurance;

New build warranties;

Your rights when a company you have contracted with becomes insolvent.

#### Claims in England & Wales

We can advise you about any Civil Claim that would fall within the small-claims limit from time-to-time in force (currently £10,000) up to and including the setting aside or enforcement of any judgment.

We can give guidance only in respect of the Appeal procedure following the final hearing of a claim allocated to the small claims track.

#### Claims in Scotland

We can advise you about a Civil Claim that would fall within the simple procedure limit – this means the value of your dispute must be £5,000 or less.

#### Northern Ireland

We can advise you about a Civil Claim that would fall within the small claims limit of £3,000 or less in Northern Ireland. We can only advise up to the stage of court proceedings being issued in Northern Ireland.

#### We can't advise on:

Issues concerning a limited company, any other incorporated entity, or a partnership, where you are a member, officer, partner or any other representative of that entity;

Issues where either you are a sole trader either selling goods or services, purchasing goods or services from a private individual, or purchasing goods or services you intend to re-sell.

Any Civil Claim in Northern Ireland

Court procedure for any Civil Claim which falls outside the small claims limit in England & Wales, or the simple procedure limit in Scotland.

Any Appeal process in any jurisdiction save for guidance on the Appeal procedure following the final hearing of a claim in England or Wales that was allocated to the small claims track.

Mis-selling of financial products.

Wayleave agreements or rights and obligations arising from property deeds.

A Civil Claim arising from a dispute with a water company where proceedings have been issued, or any disputes with water companies in Northern Ireland

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.

About any tax or tax-related issues



## Data Protection

We can advise on:
The obligations of a Data Controller and what they can or cannot do with your personal data.
What you can do following any misuse of your data or data breaches affecting your personal data.
We can advise you about data subject access requests (SARs) and Freedom of Information Act 2000 requests.
We can advise you about complaints to the Information Commissioner's Office (ICO).
We can't advise on:
Pursuing a data protection complaint or claim to a tribunal or court.
Calculations for compensation you may be entitled to arising out of a breach of data protection law.
Complaints against the Information Commissioner's Office (ICO) themselves.
A data protection complaint or claim made against you.
Your data protection obligations if you are acting in the course of your business, profession or trade.

## Medical Negligence and Personal Injury - We can only give general guidance in this area

We can give guidance on:
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 Authority (CICA) scheme
Injuries at work
Clinical negligence/injury caused as a result of negligent treatment

### We can't give guidance or advise on:

The merits or value of any claim arising from injury or medical negligence.
Court procedure relating to injury or medical negligence claims.
Claims relating to medical negligence or personal injury sustained in Northern Ireland nor medical negligence or personal injury claims brought in Northern Ireland.
Claims for injuries sustained outside England Wales and Scotland , unless it is a claim against a package holiday provider.
Claims against members of your household.
Disciplinary procedures against medical professionals.
Health and Safety Executive investigations or prosecutions.
Inquests.

## Travel and Holiday rights

We can advise on:
<b>Flights</b> Delayed, changed or cancelled flights and lost or damaged luggage claims.
<b>Package Holidays</b> Cancellations, changes or problems encountered whilst on your holiday.
<b>Holiday Accommodation</b> Holiday accommodation booked and based in the UK, or booked and based outside of the UK using a UK credit card.
<b>Travel Insurance</b> A travel insurance policy, or claim under such a policy, purchased from a UK provider
<b>Claims in England &amp; Wales</b> Any Civil Claim that would fall within the small-claims limit up to and including the setting aside or enforcement of any judgment.
<b>Claims in Scotland</b> We can advise you about a Civil Claim that would fall within the simple procedure limit – this means the value of your dispute must be £5,000 or less.
<b>Northern Ireland</b> We can advise you about a Civil Claim that would fall within the small claims limit of £3,000 or less. We can only advise up to the stage of court proceedings being issued in Northern Ireland.

## Travel and Holiday rights, cont

We can't advise on:
Holiday services booked directly with providers outside the UK and not booked in accordance with UK law unless such bookings were made with a UK credit card.
Immigration law, visas, right to work, right to enter, passports or in relation to any aspect of border control.
Renting out holiday accommodation to others.
Holiday clubs outside the UK.
Injuries sustained abroad, unless it is a claim against a package holiday provider, where we will be able to give guidance (see above).
Timeshare agreements either entered into before 23/2/2011 or agreed outside the UK.
Court proceedings for any Civil Claim which falls outside the small claims limits in England & Wales, or the simple procedure limit in Scotland.
Court procedure for any Civil Claim in Northern Ireland

## Landlord and Tenant issues

We can advise on:
An Assured Shorthold Tenancy (AST) (including tenants of housing associations with an AST in place).
We can provide advice on an Assured Shorthold Tenancy or licence in England and Wales granted by either a resident landlord or by an educational institution.
A Standard Occupation Contract.
A Private Residential Tenancy.
We can assist with disputes or issues that may arise in connection with a 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 court or tribunal.

We can advise on disputes concerning deposit compensation 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) 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.

We can't advise on:
Issues where you are a landlord and where you have more than two rental properties
Any other tenancies or licences, save for a Long Lease (dealt with elsewhere in these terms) including but not limited to: - commercial tenancies; - agricultural tenancies; - assured, secure or other regulated tenancies, and - tenancies of residential property to companies or other incorporated bodies.
The merits of any application made to the First-tier Tribunal (Property Chamber), or merits of any response to an application.
Drafting or reviewing clauses, notices or any other documentation.
Tenancies or licences where the property is located in Northern Ireland.
An Appeal from a court or tribunal once a final determination has been made.
Criminal liability or proceedings.
Any licensing or registration issues, including but not limited to whether or not a property should be licenced in order to be rented out and any proceedings that may arise from any such issues.
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.

## Leasehold issues

We can advise on:
We can give advice to leaseholders currently in occupation of a property subject to a Long Lease in England or Wales about:
Service charge issues including but not limited to whether they are payable and/or the reasonableness of these charges subject to specific exceptions set out in the "We can't advise on" section.
Consultation requirements and procedure under section 20 of the Landlord and Tenant Act 1985.
Disrepair issues and responsibilities.
Ground rent issues.
Alleged breach(es) of a Long Lease.
General guidance on variations or extensions to leases.
General guidance on enfranchisement procedures.
We can't advise on:
Issues concerning you as a freeholder
Any applications made to the First-tier Tribunal in relation to property subject to a Long Lease.
Court proceedings brought by or against a leaseholder in relation to a Long Lease.
Draft clauses, notices or any other documentation.
Reviewing the lease documentation.
Where the property subject to a Long Lease is located in Scotland or Northern Ireland.
Issues concerning the Building Safety Act 2022 including but not limited to issues of potentially unsafe cladding.
Criminal liability or proceedings.

## Civil neighbour disputes

We can advise on:
<ul style="list-style-type: none"><li>- Trespass;</li><li>- Nuisance, including noise, smell and water escape;</li><li>- Damage to your property;</li><li>- Rights to light;</li><li>- Boundary disputes;</li><li>- Access to neighbouring land to effect works;</li><li>- High or encroaching hedges, trees and vegetation.</li></ul>
Where you or a neighbour are looking to claim adverse possession over each other's land.
Issues and disputes arising under the Party Wall Act 1996
Your options if a neighbour has made a planning application and you might wish to oppose this.
Issues arising from CCTV.
We can't advise on:
Court proceedings in relation to any neighbour dispute.
Neighbour disputes arising in Northern Ireland.
Harassment or other criminal activity in relation to your neighbour.
An Appeal in relation to the Party Wall Act 1996.
Any disputes that relate to rights of way, easements or covenants, or any other matter we consider will involve review of documentation in order to properly advise you.
Any aspect of your own planning application.
Any issues involving the Land Registry, including any applications to the Land Registry whatsoever and/or complaints regarding Land Registry.

## Motoring issues

We can advise on:
Private and local authority issued parking tickets (PCNs)
Private parking tickets for blue-badge parking spaces
Court proceedings and claims for private PCNs only
Penalty charge notices for the London congestion charge, the low-emission zone charge and ultra low-zone charges (pre-court only)
Penalty charge notices for clean-air zones and M6 and M25 Dartford crossing tolls
Road traffic collision claims and process
The following traffic offences in relation to private cars or vans which are not used for commercial or business purposes: <ul style="list-style-type: none"><li>- Speeding</li><li>- Using a vehicle without insurance</li><li>- Driving an untaxed vehicle</li><li>- Seat belt offences</li><li>- No MOT certificate</li><li>- Mobile phone offences</li><li>- Driving without due care and attention</li></ul>
Vehicle damage caused by potholes.
Matters relating to your Motor Insurance policy.
Guidance in relation to an insurance claim following a Road Traffic Collision.
We can't advise on:
Road traffic penalty notices for highway code contraventions (including but not limited to bus lane offences, stopping in a yellow box or other no stop zone, red route, driving down no vehicle access roads, illegal turns in the road).
Court proceedings that relate to PCNs other than private PCNs
Airport and railway station parking fines and tickets
Parking in loading bays or on yellow lines.

Clamping on private land.
Any motoring offence other than those listed in the "We can advise on" section.
Questions of liability or court proceedings relating to Road Traffic accidents.
Claims/complaints against the police.
Issues or queries regarding the Driver and Vehicle Licensing Agency (the DVLA).
Matters which do not relate to a motor vehicle (e.g. bicycles, e-bikes etc).

## UK Employment law

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): <ul style="list-style-type: none"><li>- Unfair dismissal</li><li>- Discrimination</li><li>- Whistleblowing</li><li>- Unlawful deduction of wages</li></ul>
Other related employment issues, including: <ul style="list-style-type: none"><li>- Queries about your contract</li><li>- Performance improvement processes</li><li>- Disciplinary and grievance procedures</li><li>- Sickness absence/pay</li><li>- Entitlement to holidays/pay</li><li>- Resignations</li><li>- Deductions from wages</li><li>- Settlement Agreements</li></ul>

## UK Employment law, cont.

We can't advise on:
If you are self-employed or if your query relates to someone working for you
If you live or work outside of England, Wales or Scotland, or if your contract is not governed by English, Welsh or Scottish Law
If you are a police officer or member of the armed forces
Any employment claims or matters that cannot be pursued in the Employment Tribunal
Matters regarding tax issues, pensions or employee benefits
Share options/your rights as a shareholder, or your duties if you are a director
Enforcement action (e.g. relating to a Tribunal judgment, an ACAS COT3 agreement, or a Settlement Agreement)
An Appeal against decisions of the Employment Tribunal
Immigration status and applications
Any claims brought against you, including in the employment tribunal.

## Wills and Probate

We can advise on:
<ul style="list-style-type: none"><li>- creating or amending your own will</li><li>- estate administration, probate and intestacy</li><li>- the rights and obligations of executors, trustees and beneficiaries</li><li>- trusts</li><li>- powers of attorney</li></ul>
We can provide guidance on: <ul style="list-style-type: none"><li>- inheritance tax</li><li>- contentious probate matters</li><li>- deputyship</li></ul>

We can't advise on:
Estates and other matters where you do not have a personal, legal or beneficial interest.
Court of protection applications.
Court application or court proceedings relating to contentious probate matters, or the speculation on quantum or the likelihood of success of such application.
Financial planning and investment schemes.
Wording to be included in any will or document or wording that is included
Completion of a full IHT account (IHT 400) or give specific advice in relation to taxation.
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.

For the avoidance of doubt, you are under no obligation to use the cancellation form and upon our receipt of a clear statement from you that you wish to cancel your subscription, it will be cancelled. Your statutory rights remain unaffected.

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



# Which?

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