

## Settlement Agreements: Review and Sign Service

The following terms apply to the Settlement Agreements: Review and Sign service (or “the Service”). Please take the time to read and understand them. If you have any questions, then please contact us on 029 2267 0000 and we will be happy to help you.

### 1. Contacting us

**Availability:** Our qualified lawyers who provide advice will be contactable Monday to Friday (excluding public holidays) between 8.30am and 6pm.

**How to contact us:** You can contact us by calling: 029 2267 0000 or by email to [wls@which.co.uk](mailto:wls@which.co.uk).

**Who can be advised:** We can only advise individuals who are employed in England, Wales and Scotland and whose settlement agreements are governed by the laws of England, Wales and Scotland.

**Find out more:** Our friendly support team will help you book a call with a qualified lawyer who will be able to answer your questions about the service.

**Sending in your documents:** You can upload your settlement agreement and employment contract (the “Documents”) on our website by going to <https://legalservice.which.co.uk/employment/settlement-agreements/settlement-upload/>

We will check these to see if this service is right for you and will respond within one working day of you uploading them onto the website to let you know if we can deal with your request.

If you are sending the Documents to us by post, please send copies of these by recorded delivery to:

**Which?,  
3 Capital Quarter,  
Tyndall Street,  
Cardiff,  
CF10 4BZ.**

We will contact you as soon as

possible to let you know if we can deal with your request.

### 2. What we can help you with

The specific and general limitations and exclusions are set in the table below.

**The Service:** You can contact us by calling: 029 2267 0000 or by email to [wls@which.co.uk](mailto:wls@which.co.uk).

Once you have given us written confirmation that you agree to the terms and conditions of our Service, we will immediately begin providing the Service. You will need to have agreed

the settlement sum before you contact us for advice on the terms and effect of the settlement agreement. We will also send you a fact sheet to help you understand the advice we provide.

A qualified lawyer will review the Documents and when this is completed our friendly support team will contact you to set up a call. In the telephone call, the lawyer will explain the implications of the terms of the settlement agreement and confirm your understanding.

Issue	Specific Limitations/Exclusions
<p><b>Employment</b></p>	<p>We are only able to advise on legal rights in relation to individuals who are employed in England, Wales and Scotland and whose settlement agreements are governed by the laws of England, Wales and Scotland.</p> <p>We will not be able to provide further advice under this Service if negotiation of the settlement agreement is required. You will have the option of subscribing to the Which? Legal advice service for further advice and guidance if this becomes the case.</p> <p>When we can't advise you:</p> <ul style="list-style-type: none"> <li>■ We are unable to assist you if you are self-employed or if your query relates to someone working for you</li> <li>■ Our service does not extend to advising police officers or members of the armed forces</li> <li>■ Breach of contract claims or any other claims which need to be brought in the Civil Courts</li> <li>■ We are unable to advise you on matters regarding tax issues, pension or employee benefits</li> <li>■ Any enforcement action (e.g. relating to a Tribunal judgment, an ACAS COT3 agreement, or a Settlement Agreement)</li> <li>■ We are unable to advise on Appeals against decisions of the Employment Tribunal.</li> </ul>

Following our advice and on your instruction we may try to agree minor changes to the wording of the settlement agreement with your employer, to best protect your position. If a new settlement agreement is issued by your employer as a result of this, we will expect that this new document is sent to us so that we can review the changes made.

Once you have confirmed your agreement to the wording, we will arrange for the settlement agreement to be concluded.

We will not supervise or check the signing of the settlement agreement by you or your employer.

**Legal advice:** A member of our team of qualified lawyers will provide you with legal advice to explain the terms and implications of the settlement agreement.

### 3. The Fee

The fee for the Service will be the amount equal to your employer's agreed contribution towards you receiving legal advice in relation to your settlement agreement (the Fee).

Irrespective of any third party contributions, you are primarily liable for the Fee. As such, in the event that your employer or any nominated third party refuses to pay, fails to pay or is unable to pay, within the Payment Period (see section 4 below), we reserve the right to invoice you for payment of the Fee.

### 4. Payment

On completion of the Service we will submit an invoice for the Fee. Payment of the Fee must be made within 14 days of the date of the invoice (the "Payment Period").

Where we invoice your employer and they do not pay within the Payment

Period, we may attempt to contact them again for payment. In the event that your employer still does not pay, we reserve the right to invoice you for the Fee.

For us to invoice your employer we will expect you to send their contact details to us. By giving us your employer's contact details, you agree that we can contact them for payment of our invoice. You also agree that we can send an initial communication to your employer explaining our payment terms and notifying them that we are acting for you to review the settlement agreement.

If agreed by us, we can send the invoice for the Fee directly to you. As above, the Payment Period would also apply to you. You can pay for the Fee by bank transfer or by cheque. The invoice we send will contain further information as to how the payment should be made. If your bank refuses to authorise payment to us, then we will not be able to confirm your payment and the amount invoiced will still be due to us.

### 5. Your right to cancel

The Service will continue until you have received the signed Advisers Certificate on your settlement agreement from a qualified lawyer, unless you cancel it sooner or the contract is terminated by Which? in line with these terms and conditions. We won't be able to offer you any legal advice once the Service comes to an end.

Once we have sent you confirmation that our Service is right for you and you have given us written confirmation that you agree to the terms and conditions, we will aim to immediately begin providing the Service.

The following sets out when you can cancel the Service and the Fee payable if we have started to provide the Service prior to cancellation. We'll aim to invoice you (or any nominated third

party) within 14 days should the Fee or a proportion of the Fee be payable after you tell us that you wish to cancel.

#### When you can cancel:

- within the first 14 days of starting the Service for any reason;
- any time where we are in serious breach of these terms and conditions;
- if we've made a change to these terms and conditions that affects you adversely; or
- if we tell you that we can't advise you because of a professional conduct issue.

#### When we can cancel:

- When a professional standards issue arises with the lawyer, that means we have to withdraw from providing the Service to you.

#### Cancellation Invoicing Policy:

- If you cancel within 14 days of starting the Service, you will not be charged the Fee if we have not yet begun to provide the Service to you.
- If you cancel within 14 days, of starting the Service and we have begun to provide the Service to you, we can at our discretion make a deduction of 100% of the Fee for the Service completed and legal advice requested and received at the point you cancel. Therefore, you should let us know as soon as possible if you decide you no longer want to continue with the Service.

#### How to cancel:

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 website

- [legalservice.which.co.uk](https://legalservice.which.co.uk).

If you are cancelling in the first 14 days you could use the template wording for a cancellation notification in Schedule 1 of these terms and conditions if you prefer.

## 6. General exclusions

### We will not:

- Verify any of the answers that you provide to our queries or concerns.
- Supervise or check the signing process of the settlement agreement. Please note, we will provide you with general guidance on signing the settlement agreement when it is made available to you.
- Confirm that you have the requisite mental capacity needed to agree to a settlement agreement. Please seek written confirmation from a doctor if you believe that your mental capacity may be a pertinent issue relating to the settlement agreement.
- Advise you in relation to anything other than your settlement agreement and relevant employment law surrounding this.
- In addition, we cannot advise in relation to:
  - Claims based on breach of a statutory duty;
  - Any aspect of another solicitor's advice or where another solicitor is already advising you on the same issue
  - Any aspect of professional negligence
  - Any aspect relating to insolvency and/or insolvency proceedings
  - The appeal, setting aside or enforcement of any judgments;
  - The merits of a case if proceedings were issued before substantive advice was taken from us;
  - Any aspect of criminal law;
  - Any aspect of a claim that is being made against you.

## 7. General

### a. Details of your contact with us:

All calls to and from the Which? Legal advice service are recorded for quality, training and monitoring purposes. All emails and documents you send to us will be processed in line with our Privacy Policy. [see 7 (e)].

Legal professional privilege is a principle that entitles a client to refuse to disclose certain confidential, legal communications to third parties including courts, tribunals, regulatory bodies and enforcement agencies. Please note that all your communications with us may not be covered by legal professional privilege. The accuracy of our advice depends on the accuracy and completeness of the facts you convey to us, so please take care to ensure you tell us everything that you think may be relevant to your situation.

### b. Timeframe

We aim to complete the Service within 5 working days of receiving your Documents, although during times of high demand for our services it may take longer and we will not be liable in respect of any failure to meet any specified deadline or completion date. We will keep you informed of any delays to the Service.

If you have not received any response from us within 2 working days from submitting your Documents for review, please contact us on 029 2267 0000 or email us at [wls@which.co.uk](mailto:wls@which.co.uk).

### c. Suspension or termination of your use of this Service.

If we think that you're misusing our Service, we might suspend the provision of advice 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 refuse you future access to the Service or any other Service we offer. 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 use of the Service.

If you are in serious breach of these terms and conditions, we may take appropriate action. This may include suspension or termination of your use of the Service. In these circumstances we reserve the right to invoice for the full Fee.

### d. Changes to the terms and conditions

We may vary any of the terms of your contract to the Which? Legal advice service or for the Service at any time where such changes:

- are required for legal or regulatory reasons;
- improve or clarify the services or the terms; or
- are otherwise necessary.

We will make these changes by publishing them online at: <https://legalservice.which.co.uk/terms-and-conditions/>. Please do check this page regularly. If we think the changes are likely to be important to you, we shall write to notify you of the change. We will endeavour to give you at least 4 weeks' notice of the change. Where you suffer, or are likely to suffer, a detriment as a result of a change, you will be entitled to cancel your contract with immediate effect and may also be entitled to receive a full or partial deduction from the Fee.

### e. Liability

We accept that when advising you or providing legal services we must take reasonable care. However, we are dependent on you providing us with accurate instructions and completing

documentation in good time. In the event that you fail to do this, we will not be held responsible for losses caused as a result.

Advice given by us in the course of acting for you is provided to you and you alone, and only in relation to the particular circumstances of your instructions. We do not accept any liability for the use of such advice by any other person or organisation without our express prior written consent.

If we breach these terms you will be able to cancel the Service in line with section 4 above, in addition to any other remedies which may be available to you.

Nothing in these terms shall exclude or limit our liability for death or personal injury caused by our negligence, fraud or reckless disregard of professional obligations.

You acknowledge that you are contracting with Which? Limited who alone will provide the Service to you. Accordingly, Which? Limited shall be solely liable to you for any wrongful and/or negligent acts or omissions of any of their employees or consultants. No individual employee or consultant assumes any personal responsibility to you.

## 8. Contacting us and Complaints

### Your data

When it comes to your personal data, we always follow the terms in our privacy notice. This is at:

<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.

You can contact us at:

**Which?,**

**3 Capital Quarter,**

**Tyndall Street,**

**Cardiff,**

**CF10 4BZ.**

**Email: [wls@which.co.uk](mailto:wls@which.co.uk)**

**Telephone: 029 2267 0000**

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:

— Telephone: 0300 555 0333,

— Minicom: 0300 555 1777

— E-mail: [enquiries@legalombudsman.org.uk](mailto:enquiries@legalombudsman.org.uk)

— Website: [www.legalombudsman.org.uk](http://www.legalombudsman.org.uk)

— Address:  
Legal Ombudsman,  
PO Box 6806,  
Wolverhampton  
WV1 9WJ.

You should make your complaint to the Legal Ombudsman within six months of the completion of our complaints handling process. You should also note

that the Ombudsman will not 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 6th 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.

## About us

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

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

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.

SCHEDULE 1 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 8.

## Cancellation form

Dear Which?

Name of member: .....

Address of member: .....

Membership number: .....

I hereby give notice that I cancel my subscription which began on

[INSERT DATE].....

Yours sincerely.....