

# Which?



## Legal advice

How our service  
can work for you

# 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 over five decades, 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 guidance 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 and tenancy queries to probate. Our team can assist you right through from your initial enquiry to the court door, as long as your claim has a value of less than £10,000 in England, £5,000 in Scotland and £3,000 in Northern Ireland.

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 > Trees & hedges > 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 which can be found on the Which? website here: **[which.co.uk/booklegal](https://www.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, we 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 purchased 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 to 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 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 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. Issues can include a phone that fails when the guarantee has expired or that can't get a signal, among many other common complaints. In such cases, you may be left out of pocket or without a working service.

Similarly, 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 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 purchased 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. But 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 as she'd had the car for over six months they would repair it but not refund her. 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 want 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 last ten years. We are here to help you if you're facing prosecution for:

- speeding
- driving an untaxed vehicle
- seat belt 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 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 claim to court.

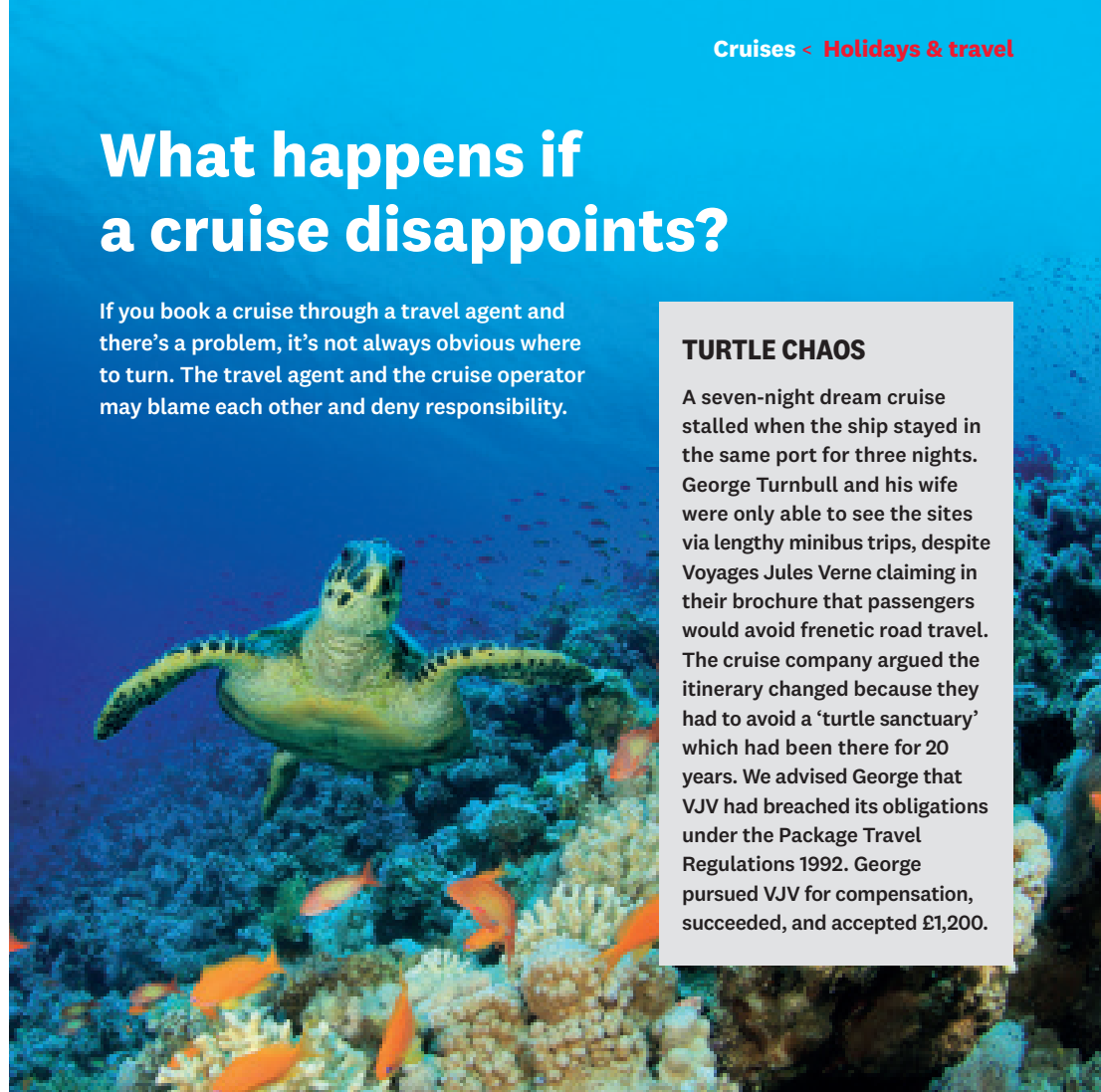
***From cancelled flights to lost luggage, we'll tell you what action you can take and whether you're eligible for compensation***

# 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 their brochure that passengers would avoid frenetic road travel. The cruise company argued the itinerary changed because they 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, who said events had been beyond their control, but offered £60 and £100 off another cruise. Bill contacted Which?, who advised that the company was liable for failing to provide what they 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 tenant rights
- Disputes you have with your landlord, including the tenancy deposit scheme
- What to do if your landlord is refusing to make repairs.

## LANDLORD CLEANS UP

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 Hannah 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

# Winding up a will

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.

## Find out more

For further information about making a will, visit [whichwills.which.co.uk](https://www.whichwills.which.co.uk)

### 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; the firm's draft required many changes, so it took 6 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 their 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
- Getting a valuation and how different factors may affect it
- What you should expect at a probate interview.

*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 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 at 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, employment 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.



## **Victoria Helps**

Victoria joined Which? in 2016. Before that, Victoria worked as a legal adviser for seven years at The Co-operative Legal Services. Victoria helped to set up and now manages our Bristol team and provides advice on a range of consumer law issues and neighbour disputes. Victoria particularly enjoys the range of queries that our savvy members raise with us and finds it very satisfying when members feed back on their successes.



## **Adrian Schwab**

Adrian joined Which? in June 2017 as a Fellow of the Chartered Institute of Legal Executives. Adrian received his Bachelor in Law degree from the Holborn Law School in 2006. Previously he was a qualified Trading Standards Officer for Bucks County Council before he transferred to the BCC Legal Department where he became a qualified lawyer. Adrian advises on all aspects of travel and consumer law, as well as tenancy, traffic law, and neighbour disputes.



## **Catherine Cain**

Since qualifying as a solicitor in 2002, Catherine has worked in private practice, specialising in litigation and dispute resolution. She has extensive experience of court procedure and mediation having advised both individuals and large corporations. Since joining Which? in September 2018, Catherine advises on consumer law. She loves being able to apply her experience to help members to resolve their disputes.

# Legal advice subscription terms and conditions

These terms and conditions apply to annual legal membership that provides access to the full 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 conditions.

## 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

**Occupation Contracts** - a 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.

## 1. Contact us for advice

Your subscription covers you, and any family members that live at the same address as you.

You can request advice by visiting [which.co.uk/booklegal](https://www.which.co.uk/booklegal) to book an appointment online, contacting us through live chat or via our website [legalservice.which.co.uk](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.

## 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. You can view these 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 the ways set out in this section, 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 ([www.sra.org.uk/solicitors/standards-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](https://www.barstandardsboard.org.uk/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](https://www.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 and conditions 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 laws

- 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.

### 4. Your subscription

You agree to pay any joining fee and the annual fee that applies to your subscription. Unless you cancel your subscription (see section 6), we'll renew it automatically each year. We'll write to you beforehand to remind you that it's due to renew.

#### 4.1 How to pay for your joining and subscription fees.

You can use most credit and debit cards to pay a joining fee and to make your first annual subscription payment. The same card will be used to collect

subsequent annual subscription payments. At any time 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.

#### 4.2 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.

#### 4.3 Changing the terms of your subscription

We can vary the terms of your subscription at any time. This could be:

- For legal or regulatory reasons.
- To improve or clarify our services or terms.
- For other reasons that make this necessary.

We'll publish any changes online at: [legalservice.which.co.uk/terms-and-conditions/](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 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. 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 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.

In the first year of your annual membership: After your first 14 days of membership 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 your annual membership: Each time your subscription renews you will again have 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.

#### 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 4.3)

- 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 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 - [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 2 of these terms and conditions if you prefer.

### 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 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](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 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](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  
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 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 TV, Broadband or mobile telephones;
- ✓ Utilities (Electricity, Gas and Water);
- ✓ Insurance;
- ✓ 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.

#### ✓ 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.

#### 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.
- ✗ 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.
- ✗ 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.
- ✓ 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).

### 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'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 Authority (CICA) scheme
  - ✓ Injuries at work
  - ✓ Injury caused as a result of negligent treatment

### 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.
- ✗ 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.
- ✗ guidance on inquests.

## 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.

### Package Holidays

- ✓ 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

### 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'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.
- ✗ We can't advise you about court 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 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 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 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) 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.

### When we can't advise

- ✗ 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.
- ✗ 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 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.

### 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 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.

#### When we can't advise

- ✗ 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 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 relating to 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.

- ✗ We cannot advise on any issues relating to non-residential land

### 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 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.
- ✓ We can provide guidance on the claim process following a Road Traffic Collision.

#### When we can't advise

- ✗ We can't advise you on road traffic penalty notices for highway code contraventions (e.g. 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).
- ✗ 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.
- ✗ 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).

### UK Employment law

#### 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

- ✓ 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

#### When we can't advise

- ✗ 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
- ✗ 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 are unable to advise you on 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
  - deputyship
- ✓ We can provide guidance on:
  - inheritance tax
  - contentious probate matters

#### 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

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proceedings relating to contentious probate matters

✘ We can't provide any assistance on 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*

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