

B: Know The Law Your Rights When Buying Services

Knowing your rights can give you confidence and put you in a stronger bargaining position.

Every time you pay for a service, for example from a builder, dry cleaner, travel agent etc., you are entering into a contract with the provider of the service and are entitled to expect certain standards. It is important that you can show what you agreed to with the trader and where possible you should obtain the contract details in writing.

The law regarding the provision of services is laid out in the **Supply of Goods and Services Act 1982 as amended by the Sale and Supply of Goods Act 1994 and Sale and Supply of Goods to Consumers Regulations 2002**. In accordance with this legislation, a service should be carried out: -



- with reasonable care and skill (which means a job should be carried out to a proper standard of workmanship);
- within a reasonable time;
- for a reasonable charge. If the price was fixed at the outset, you cannot complain later that it is unreasonable as a quotation is legally binding. A trader may only be able to make an informed guess and give you an estimate. This price can vary provided the total charge is still reasonable.

Goods supplied as part of a contract of service

Where any materials are used in the provision of services or the service involves the providing of goods, i.e. radiators, kitchen units, etc any goods/materials supplied are covered by the same statutory rights as outlined in the section Know the Law - Your rights When Buying Goods.

The goods must meet the same requirements of satisfactory quality, be as described and fit for their purpose. In addition, the 2002 Regulations provide the further remedies described where :

- installation by the retailer is not satisfactory
- installation instructions have serious shortcomings
- the goods do not match any public statements made about them, eg advertisements
- a specially commissioned product has relevant failings.

UNFAIR TERMS

It is common for contracts for services to contain terms and conditions which may attempt to exclude or limit liability for breach of contract, injury, damage, etc. As a consumer, you are not bound by a standard term in a contract with a trader if it unfairly weights the contract against you. This is regulated by the **Unfair Contract Terms Act 1977** and the **Unfair Terms in Consumer Contracts Regulations 1999**.

**Instances of unfair terms in consumer contracts
should be reported to
Trading Standards on 01925 442678.**

