

Warrington Borough Council

TRADING STANDARDS CONSUMER SUPPORT PACK



**HOW TO COMPLAIN ABOUT
UNSATISFACTORY GOODS AND
SERVICES**

**A BASIC GUIDE FOR CONSUMERS
INCLUDING SAMPLE
LETTERS**

Consumer Direct Line - 08454 04 05 06

Email - tradingstandards@warrington.gov.uk

www.tswarrington.co.uk

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CONSUMER ADVICE SUPPORT PACK

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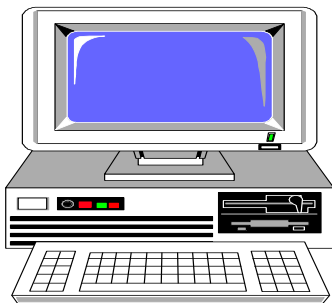
A : Know The Law - Your Rights When Buying Goods

Knowing your rights can give you confidence and put you in a stronger bargaining position. Every time you buy new or second-hand goods from a shop, a catalogue or from anyone running a business, you enter into a contract with the seller. Such sale contracts impose obligations on both the buyer and the seller.

The most important obligations that the seller owes to the buyer are laid down in the **Sale of Goods Act 1979 (as amended)** by the **Sale and Supply of Goods Act 1994** and the **Sale and Supply of Goods to Consumers Regulations 2002**. These obligations are as follows: -

- **The seller owns the goods and has the right to sell them.** For example, if the goods are stolen then they are still the property of the original owner. They will not become your property.
- **The goods are of satisfactory quality.** This means that goods should meet the standard that a reasonable person would regard as satisfactory, taking into account any description, price and other relevant circumstances which might include : -
 - Appearance and finish
 - Freedom from minor defect
 - Safety
 - Durability.

- **The goods must be as described.** If any description is applied to the goods regarding the characteristics of the goods whether on packaging, in an advert or verbally by the seller, the goods must match that description. For example, if the colour or size of an item is stated on the packet then goods inside must be of that colour or size.
- **The goods must be fit for their purpose.** The goods must be fit for all the purposes for which they are normally supplied and, in addition, if you bought the goods for a specific purpose and made that purpose known to the seller then the goods must be suitable for that purpose. For example, if a shop says a particular paint is suitable for outdoor use, then it should be.



****THESE ARE YOUR STATUTORY RIGHTS
AND CANNOT BE TAKEN AWAY****

THE BUYERS RIGHTS

Under the Sale of Goods Act you are allowed a reasonable length of time to check that the goods comply with the above requirements. This is a very short period of time. If the goods do not comply, then you are entitled to reject them and claim a full refund. Once this acceptance period has passed, you may be able to claim damages for any defects that appear during use up to a period of 6 years, dependant on the type of goods. Damages will normally amount to the cost of repairs and any other losses which arise directly from the fault.

For purchases made after 31st March 2003 there may be additional remedies available to you under the Sale and Supply of Goods to Consumers Regulations 2002.

Sale and Supply of Goods to Consumers Regulations 2002

These regulations came into force from the 31st March 2003 and apply to purchases made after that date. Under the regulations, if goods are faulty, consumers can choose remedies alternative to those provided by the Sale of Goods Act 1979 (as amended).

- **A repair or replacement.**

The retailer can decline either of these if he can show that they are unreasonably costly in comparison with an alternative. If neither a repair nor a replacement is possible or cannot be supplied without significant inconvenience or delay you may request the following remedy.

- **A Full or partial refund.**

This will be dependent on what is reasonable in the circumstances. A reduction of the purchase price may be made if you have had some reasonable use of the goods.

Proving the fault

Under the Regulations where a fault occurs with goods within 6 months, starting on the date you took delivery, and you request a repair or replacement, or if that fails, a full or partial refund, then you do not have to prove that the fault exists. The trader must prove that the goods were not faulty in disputed cases. After 6 months has lapsed, you will have to prove that goods are faulty, for example by obtaining an experts report. (see 'Using an Expert')

Second hand goods

If you buy second-hand goods from a trader, the same rules apply, but remember the age and condition of the goods will be taken into account when assessing if the goods are of satisfactory quality.

THE SELLERS RIGHTS

You will **not** have any rights against the seller in the following circumstances: -

- You examined the item before you bought it and should have noticed any faults;
- You were told about the fault, but decided to purchase the goods anyway;
- You simply changed your mind about the goods, for example, because they did not fit or the colour was wrong;
- You damaged the item yourself by misuse or accident;
- Where fault arises from fair wear and tear;
- You made a mistake when purchasing the item;
- You did not try the item on before purchasing and they are not faulty;
- The goods were a present to you. The only person who has any rights in these circumstances is the purchaser of the goods except where it is made known that the goods are purchased for someone else **and** the seller does not exclude third party rights as specified in the **Contracts (Rights of Third Parties) Act 1999**.

These are your basic rights as a consumer.

Notices or small print cannot take them away from you.

If you see restrictive notices contact

Consumer Direct on 08454 04 05 06

Common Excuses

- **It is the manufacturer's fault.** You may have additional rights against the manufacturer under a guarantee but this does not remove the obligation on the seller to deal with your complaint. It may be reasonable to allow the seller to get an opinion from the manufacturer.
- **The goods were reduced.** You have the same rights when purchasing 'sale goods' as any other goods. The seller cannot display notices saying 'no refunds' on sale goods.
- **You do not have a receipt.** You have the same rights against the supplier even if you lose your receipt although you will still have to provide some evidence of purchase. However, even without a receipt or any evidence of the purchase you may still be able to make a claim under a guarantee.

BUYING PRIVATELY



If you buy from a private seller, e.g. a car or other goods from the small ads in the local paper, the law gives you fewer rights than if you buy from a trader.

In such circumstances, goods only have to be as described. They do not need to be free of faults or fit for their purpose. It is very much a case of **buyer beware!** You should thoroughly examine the goods before purchase. It may be a good idea to obtain an expert opinion on the goods if they are expensive e.g. a car or antique.

If the seller says anything misleading about the goods and you buy on the basis of what is said, then you may be able to seek a legal remedy, but this is difficult to enforce. It is often good practice to ask for a description of the goods in writing.

It is illegal for a trader to pretend to be a private seller and the trader can be prosecuted. He will be trying to take away your statutory rights. If you have purchased from a trader your normal statutory rights will apply.

**If you think the trader is posing as a private seller,
You should inform
Consumer Direct on 08454 04 05 06**

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.

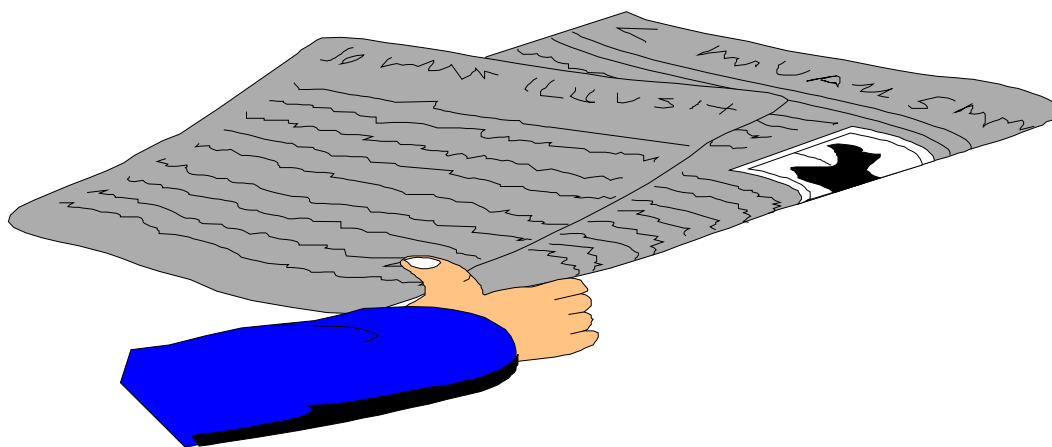
The goods must meet the same requirements of satisfactory quality, be as described and fit for their purpose. In addition, the 2002 Regulations provide the further remedies described where :

- 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
Consumer Direct on 08454 04 05 06.**



C: Know The Law - Buying On Credit

Buying goods on credit gives you some additional protection where the goods are faulty or where a service is unsatisfactory, providing they cost more than £100.00. This will apply even if it was only the deposit that was paid on credit.

Section 75 of the Consumer Credit Act 1974

makes the credit card company or finance company equally liable for any claim you may have against the seller arising where goods are faulty or have been misrepresented, or for poor workmanship and inadequate services, etc.



Section 56 of the Consumer Credit Act 1974

also makes the credit card company or the finance company liable for any representations made during negotiations between you and the supplier, that took place prior to the contract being made, which later turn out to be untrue.

Your Rights to Copies of Agreements

When you sign a credit agreement you should receive a copy of that agreement to take with you. You should also receive by post a second copy with the finance company's signature if the agreement was not signed on their behalf at the same time you signed. Once all parties have signed, the agreement is legally binding.

There are two circumstances where, after signing a credit agreement, you may be able to cancel, see the 'Know the Law – Cancellation Rights'.

Withholding Payments

Beware of stopping any payments due under a credit agreement. You will be breaking the terms of the agreement and may be sued for any arrears. This may make it difficult to obtain credit in the future. You should seek advice before stopping payments from The Trading Standards Advice Line.

HIRE PURCHASE AND CONDITIONAL SALE AGREEMENTS

When buying goods on a hire purchase or conditional sale agreement the goods belong to the finance company until you have made the final payment. There are additional rules that apply in these circumstances that you need to be aware of.

**This type of agreement is most commonly used for the
purchase of motor vehicles.**

- If you fall behind with the repayments the car may be repossessed. Once you have paid over a third of the total amount due, the finance company must have your express permission to repossess the car or else obtain a court order.
- If the finance company repossess the vehicle, you may be liable for the outstanding balance on the agreement less the proceeds from the sale of the vehicle at auction.

- You may terminate the agreement once you have paid half of the total amount, plus any arrears, provided you return the goods in a reasonable condition.
- The finance company, as the owner of the goods, is responsible for their condition under the **Supply of Goods (Implied Terms) Act 1973 as amended**. Any claim that the goods are not of satisfactory quality, not as described, or not fit for their purpose, would be against the finance company. The supplier would be liable to the finance company. See Know the Law – Your Rights when Buying Goods.

**For further advice on any of these issues contact
Consumer Direct on 08454 04 05 06.**

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D: Know The Law - Warranties And Guarantees

From the 31st March 2003 the **Sale and Supply of Goods to Consumer Regulations 2002** apply to guarantees. The regulations provide that where a guarantee is supplied with the goods, then that guarantee provides an additional legally binding contract with the supplier of the guarantee. This is commonly the manufacturer of the goods. You may choose to pursue a claim under either the contract for the sale of the goods or under the guarantee.

Sometimes it may be better to make a claim under a guarantee or warranty, which may give you rights in addition to your statutory rights, see Know the Law - Your Rights when Buying Goods. This may be particularly relevant in cases where the supplier of the goods or services has gone out of business or are simply refusing to sort out the problem.

Claiming under a Guarantee

If you intend to claim on a guarantee or warranty, you should first of all: -

- read the terms very carefully to make sure that what you are claiming for is actually covered;
- make sure that your claim is being made within any time limits;
- find out if there are any extra costs involved. Will you be expected to pay a proportion of the costs?
- check whether you have to pay the cost of the work yourself and then claim it back from the guarantee company at a later date, or whether there is a callout charge payable before the company will carry out any work.

Remember

- You may still rely on your statutory rights against the seller (see Know the Law – Your Rights When Buying Goods);
- You may be able to take action against the company providing the guarantee for breach of contract, but seek further advice.
- The **Limitations Act 1980** puts a limit of 6 years on claims for breach of contract.

Insurance Backed Guarantees

If you are offered insurance backed cover, make sure that you get a certificate of insurance giving details of the insurance company. Many insurance backed schemes relating to building work only come into effect if the supplier of the service goes into liquidation or becomes bankrupt.

Extended warranties that are sold to cover repair costs can be expensive and you should consider the cost of the cover against any likely repair bills.

The Supply of Extended Warranties on Domestic Electrical Goods

Order 2005

On 6th April 2005 The Supply of Extended Warranties on Domestic Electrical Goods Order 2005 came into force. This gives consumers extra rights with regard to extended warranties on domestic electrical items.

This includes: small appliances such as kettles, toasters, hairdryers, photographic equipment, brown goods including: TV's, DVD's, Video recorders, Satellite TV systems, etc., grey goods including: P.C's, laptops, mobile phones, printers, scanners, etc., garden equipment such as lawn mowers, gym equipment, sun beds, electronic games and toys.

Fixed installations such as boilers or air conditioning are not intended to be covered by these rules. However, electrical appliances integrated as part of a fitted kitchen are included. Watches and other battery powered jewellery are also excluded.

Retailers have to:

- ❑ Show the price of the extended warranty alongside electrical goods, in store and in adverts;
- ❑ Give consumers information about statutory rights, cancellation rights and details of the warranty;
- ❑ Give consumers 45 days to cancel their extended warranty, including a written reminder of this right and the right to cancel at any time and receive a pro-rata refund;
- ❑ Offer the extended warranty on the same terms for 30 days if the consumer chooses not to buy it there and then;
- ❑ Any discounts tied to the purchase of the extended warranty must also be available for 30 days;
- ❑ Inform consumers about whether or not their warranty provides financial protection in the event of insolvency and;
- ❑ Inform consumers whether their warranty will be cancelled in the event of a claim being made.

For further advice on any of these issues contact

Consumer Direct on 08454 04 05 06

E: How To Complain In Person

When something goes wrong with the goods that you have bought or when the services are sub-standard, knowing your rights as a consumer can put you in a stronger position and help you resolve the problem to your advantage.

To make a successful complaint, you need to know your legal rights as a consumer. You also need to know how to complain effectively by: -

- setting out your claim;
- approaching the right person;
- using appropriate language;
- stating your case clearly.

Before making your complaint, make sure you know what you want to achieve. Do you want a refund or compensation, or do you simply want an apology from the person or organisation to which you are complaining. Whatever it is, make it clear from the outset. You should seek advice on your legal rights. Read the relevant 'Know the Law' leaflet.

Top Tips

- only complain when you need to and when your complaint is justified;
- **stop using the item** – you may lose the right to reject the goods if you continue to use them once you discover they are defective;
- tell the trader as soon as you discover the fault;
- know your rights before you complain;

- complain to the right person, someone who has authority to resolve the problem. For example, this may be the owner of a small business or the manager of a large store;
- give the trader or organisation the chance to sort out your problem, before resorting to Court action;
- do not lose your temper, swear or become personally abusive. Be firm, polite, but insistent; explain what the problem is and how you want it resolved;
- be patient, sometimes it may take a little while to resolve even a simple problem;
- if your complaint is not resolved by talking to the trader then you will need to put your complaint in writing.

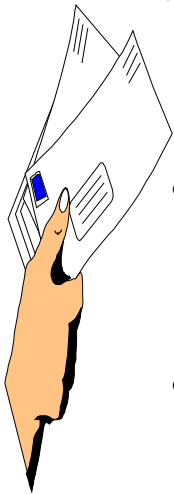
**For further advice on any of these issues, contact
Consumer Direct on 08454 04 05 06.**

F: How To Complain By Letter

If you have a problem with a trader (builder, bank or tour operator, etc) a carefully worded letter may help you obtain redress.

Whether you have purchased faulty goods, had a holiday that has fallen short of the description in the brochure, or found errors in your bank statement, you will want the problem resolved as quickly as possible. The last thing anyone wants is a time consuming fight for compensation. Knowing the right way to go about making your complaint will improve your chances of success.

Your letter should contain the following: -



- A brief outline of the complaint i.e. where you bought the goods or services and what the problem is. Avoid being rude or sarcastic however tempting this may be;
- Clear and appropriate grounds for your claim i.e. **Sale of Goods Act 1979 (as amended)** or the **Supply of Goods and Services Act 1982 (as amended)**;
- A clear request for the redress you are seeking and set a reasonable deadline for a response. This might be 14 days in the case of a request for a refund, but longer if you want a major problem put right.

Top Tips

- check that you have a justified claim;
- find out the name and position of the person you need to write to;
- decide what you want to achieve – a refund, a repair, replacement or just an apology, know the law and what you are entitled to;
- make sure your letter is clear and legible, type it if possible;
- give the trader as much information as you can e.g. your full address, post code, order number or account number;
- tell the trader where you can be contacted during office hours;
- remember to date your letter and quote any relevant reference or account numbers;
- keep a copy of your letter for your records;
- do not send original documents, always send photocopies;
- send your letter recorded delivery and retain the proof of postage;
- be patient – it can take time to resolve even a simple problem.

If you are not satisfied with the response to your letter, or if you get no response, then you may have to consider using the small claims procedure in the County Court.

**For further advice on any of these issues, contact
Consumer Direct on 08454 04 05 06.**

G: Know The Law - Cancellation Rights

Most contracts will be legally binding and enforceable as soon as they are made. The supplier must deliver the goods or services mentioned in the contract and the customer must pay the purchase price.

As a general rule, customers cannot get out of a binding contract simply because they change their mind. This would be considered to be a breach of contract on the customer's part and may mean that the customer will have to pay the innocent party compensation to cover any loss of profit and expenses.

However, there are certain cases when a customer can cancel a contract without incurring a penalty.

CONSUMER CREDIT AGREEMENTS



1. Withdrawal

When you sign a credit agreement you may withdraw from the contract at any time before the agreement is signed by the other party on behalf of the lender.

There is no contract until all parties have agreed. This applies whether you have signed at home or on business premises.

2. Cancellation

If you sign a credit agreement at home following face to face contact with the supplier you must be given written notice of your cancellation rights.

These should be written into the agreement you sign and you should be given a copy of this agreement at the time you sign it.

In addition, you should receive either a second copy of the agreement signed by the finance company through the post, or a separate notice of your cancellation rights. You have five days from when you receive this second copy or notice to cancel the agreement.

If you cancel, you are entitled to recover any deposit that you have paid.

**For further advice on any of these issues, contact
Consumer Direct on 08454 04 05 06.**

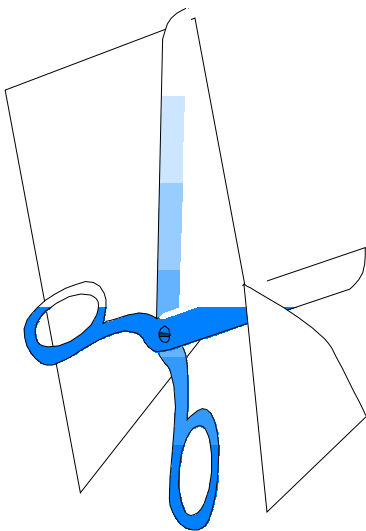
DOORSTEP SALES (OFF TRADE PREMISES)

The Cancellation of Contracts made in a Consumer's Home or Place of Work etc, Regulations 2008 gives you a 7 day cooling off period under the following circumstances only:-

- The contract is over £35 in value;
- The contract is signed at your home or away from the business premises of the supplier;

You must be given a written notice of your right to cancel. You may cancel within 7 days following the making of the contract and recover any deposit paid.

If you agree in writing for the trader to start work straight away but then cancel within the 7 day cooling off period, you will be obliged to pay for any work carried out up to the time you cancel.



HOW TO CANCEL

- **Cancel within the cooling off period;**
- Write to the supplier or finance company telling them that you are cancelling the agreement, as you are legally entitled to do. Complete and return any cancellation slip provided.
- Obtain a certificate of posting.
- Keep a copy of your letter/cancellation slip.
- Keep any goods supplied safe until collected.

FAILURE TO GIVE NOTICE OF CANCELLATION RIGHTS

If you have signed a contract/credit agreement at home and you have not been given cancellation rights, the agreement may not be enforceable against you and the supplier may have committed an offence.

REMEMBER - FOR CONTRACTS MADE FROM 1ST OCTOBER 2008 YOU HAVE THESE RIGHTS WHETHER OR NOT YOU ASKED THE TRADER TO VISIT YOUR HOME.

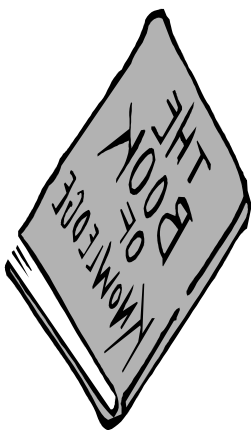
**For further advice on any of these issues, contact
Consumer Direct on 08454 04 05 06.**

H: Know Your Rights - Distance Selling/Home Shopping

Under the **Consumer Protection (Distance Selling) Regulations 2000**, if you shop for goods or services by way of the telephone, mail order, internet or digital television, you have rights to receive the following: -

- clear information;
- a cancellation period for any reason;
- protection against credit card fraud.

The rules apply to consumers purchasing almost all types of goods by way of home shopping. (There are exemptions to the rules that include leisure services, transport and accommodation provided on specific dates, sales of land, financial services, auction sales, automated vending machines).



Before you buy you must be provided with the following information: -

- sellers name and address;
- a description of goods or services;
- price including all taxes
- delivery costs if applicable;
- arrangements for payment and delivery
- cancellation rights and liability for costs of returning goods;
- for services – minimum duration of the contract.

RIGHT TO CANCEL

The consumer has a right to cancel within seven days starting from the day after the day on which the goods were received.

In a contract for services, the right to cancel is from the day after the contract was made. Where the contract is for services, once the service has commenced, the right to cancel is lost.

If the supplier fails to give this information, the cancellation period is extended for up to three months and 7 days from the day after the contract was concluded.

EXCEPTIONS TO YOUR CANCELLATION RIGHTS

There are certain exceptions to cancellation rights which include the following: -

- personalised goods, i.e. goods made to personal specification;
- perishable goods, i.e. flowers;
- unsealed audio/video recordings, computer software;
- newspapers.

These rules apply where consumer purchases are made without any direct contact with the supplier, i.e. by telephone, mail order, digital television or internet. They do not apply to goods ordered for business use.

Orders should be fulfilled within 30 days unless you agree otherwise.

On cancellation, the seller is responsible for the cost of returning the goods, unless the contract provides that the consumer must return any goods supplied. Any refund should be received within 30 days.

**For further advice on any of these issues, contact
Consumer Direct on 08454 04 05 06.**

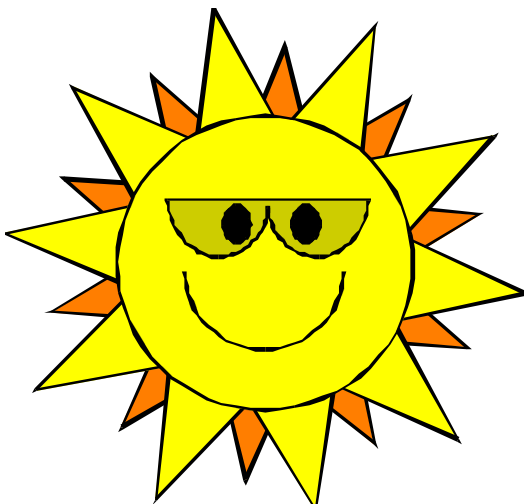
I: Know The Law - Package Holidays

The **Package Travel, Package Holidays and Package Tour Regulations 1992** are designed to protect the consumer and many of the provisions are incorporated into the ABTA Code of Practice.

The regulations state that a tour operator must make sure that you are protected by having adequate insurance bonding and arrangements in place for your return home, if they go bust whilst you are on holiday. They must ensure that the accommodation you contracted for is available and not overbooked. Any false or untrue statements or descriptions made about the holiday, hotel or any facilities, are also covered by the regulations.

IF THINGS GO WRONG BEFORE YOU GO ON HOLIDAY.

If the tour operator seeks to make a significant change, e.g. changing the hotel, or resort, they may well be in breach of contract. You should be given the option to cancel and obtain a full refund.



The tour operator is under a duty to try to find a suitable alternative package of:-

- equal standard
- a lower standard with a refund of any difference in price
- a higher standard at no extra cost.

You are required to notify the tour operator of your decision as soon as possible.

Difficulties can arise where there is a difference of opinion as to what is a major/significant change and you may need to seek further advice.

IF THINGS GO WRONG ON THE HOLIDAY.

If on arrival at your holiday destination you find a significant proportion of the services contracted for are not provided the tour operator must make suitable alternative arrangements at no extra cost in an attempt to enable you to continue the holiday. You may also be entitled to compensation.

If these alternative arrangements are not acceptable to you **for good reason**, the tour operator must provide you with transport home and compensate you where appropriate.

WHAT TO DO IF YOU HAVE A COMPLAINT

- complain to the resort representative immediately;
- obtain an official company complaint form and complete it at the resort;
- take photographs or videos of problems;
- if you incur additional expense keep receipts;
- keep a brief record of problems with dates and action taken;
- ask fellow travellers if they would consider acting as witnesses to back up your complaint.

- write to the tour operators head office as soon as possible;
- quote your booking reference and be specific about the problems and compensation you are looking for;
- enclose copies of any evidence, i.e. photographs, receipts;
- if you have paid by credit card, send a copy of the letter to the credit card company;
- be persistent, be prepared to write again and don't be fobbed off if you are not happy with their reply.
- Contact ABTA if the company fail to reply to your letters or deal with your complaint to your satisfaction.

**For further advice on any of these issues, contact
Consumer Direct on 08454 04 05 06.**

J: Using an Expert

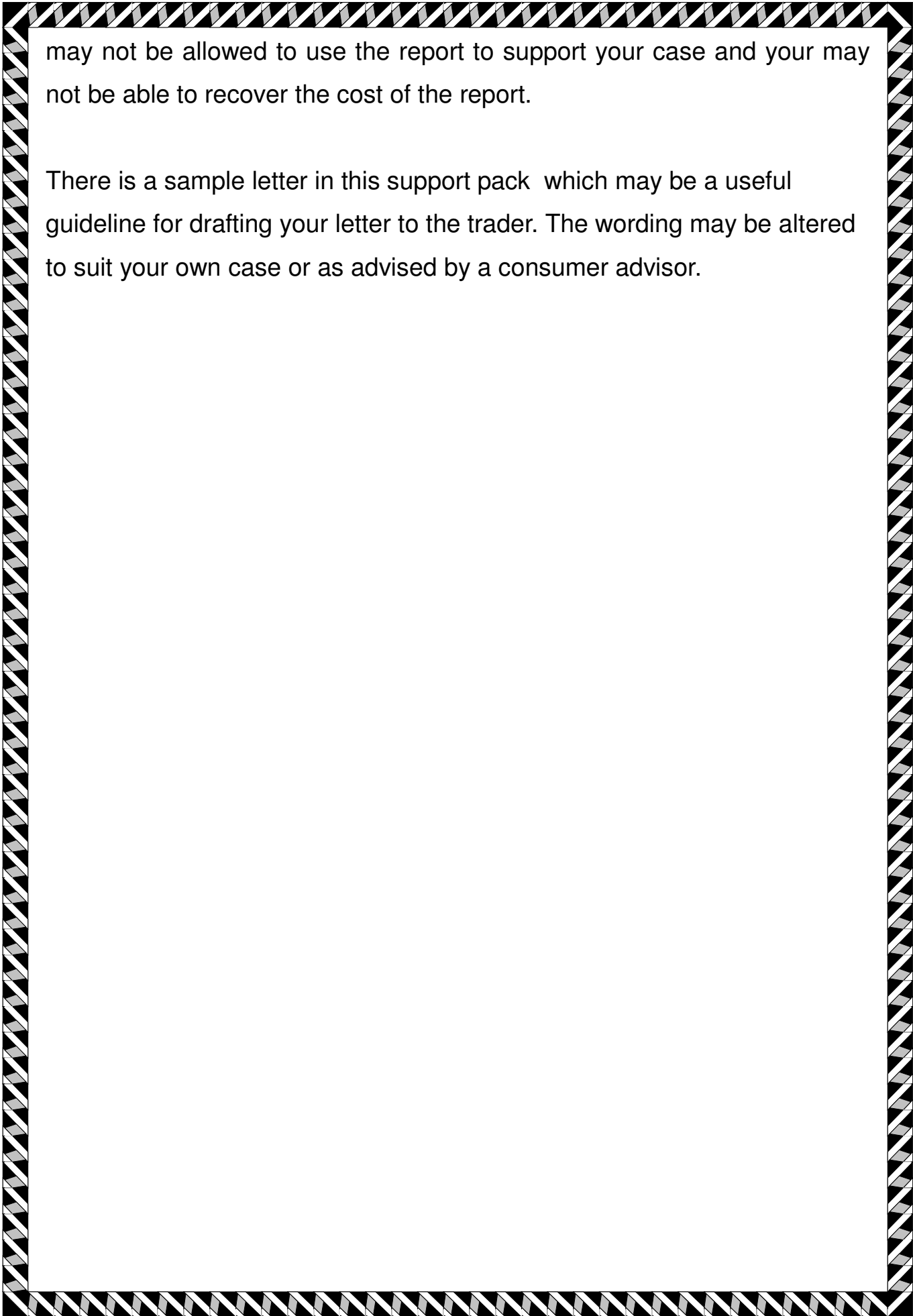
Advice Sheet – Expert Reports

In the event of a dispute arising between yourself and a trader as to the cause of a failure in goods or services supplied, it may be necessary to instruct an independent expert to prepare a report. This should only be done after you have written to the trader concerned giving full details of your claim and the trader has responded, disputing the cause of failure or its consequences.

Remember –

- *Even if your claim goes to court and you win your case, the court will not allow more than £200 for expert costs, including fees for attending court as an expert witness. It is important that you consider this before agreeing an expert with the other party in the dispute.*
- *If it is within six months from the date of purchase and you are asking for the goods to be repaired or replaced, then it is up to the trader to supply evidence that the goods were not faulty at the time of supply. In some cases therefore, dependent upon what evidence the trader has, it may not be necessary for you to obtain an expert report. A consumer adviser can advise you as to whether or not an opinion should be obtained based upon the facts of your particular case.*

If it is more than six months, and you intend to obtain report, you must give the trader full details of the expert you propose to use, the opportunity to agree or object to that expert (giving reasons) and an invitation to submit any written instructions he/she wishes to be given to the expert. In the event of your claim proceeding to County Court, you will need to show that you and the trader have agreed on an expert or that the trader has been given the opportunity to object to the expert used, otherwise you



may not be allowed to use the report to support your case and you may not be able to recover the cost of the report.

There is a sample letter in this support pack which may be a useful guideline for drafting your letter to the trader. The wording may be altered to suit your own case or as advised by a consumer advisor.

K: A Small Claim In The County Court

If you have followed all of the usual steps and your complaint remains unresolved, then you may want to consider taking legal action using the small claims track procedure of the County Court.

This is a simple and straightforward procedure designed for the lay person to pursue a claim without the assistance of legal representation for claims under £5,000.

**Leaflets and Claims Forms are available from your Local
County Court Offices.**

**Contact Consumer Direct on 08454 04 05 06 for a County
Court Support Pack before issuing a claim.**

L : Common Criminal Offences

This section outlines briefly some of the most common criminal offences which can affect consumer shopping on the high street.

If you have a complaint regarding any of the legislation in this section please notify **Consumer Direct on 08454 04 05 06.**

TRADE DESCRIPTIONS ACT 1968 : Any descriptions of goods and services, given by a person acting in the course of a trade or business, should be accurate and not misleading. It is a criminal offence to make false claims about goods which are sold in the course of trade or business. It is also an offence for traders to make false statements about services.

So if you purchase a car from a car dealer described as having a 2.0L engine when in fact it turns out only to be 1.6L, the car dealer may well be guilty of an offence and liable to prosecution.

If you were to book a hotel with indoor heated swimming pool, all rooms having a sea view and you find the accommodation does not have one or more of these facilities, the company you paid for the accommodation may be guilty of an offence and liable to prosecution.

PRICING: The Prices Act 1974 and the Price Marking Order 1991 require that :

- when a retailer offers goods for sale there must be a written indication of the selling price.
- every price indication must be unambiguous, easily identifiable as applying to the goods and clearly legible.
- any price given must not be misleading
- all prices displayed on goods offered for sale to consumers **MUST** be inclusive of VAT.

In addition, the Consumer Protection Act 1987, Part III, makes it a criminal offence for a trader to give a misleading price indication. The legislation puts controls on price comparisons and makes it an offence for a retailer to show a reduction of the price unless the goods or services have been displayed at the higher price for a minimum of 28 days in any 6 month period.

FOOD SAFETY ACT 1990 : This Act covers a very wide area regulating the safety of food. As far as Trading Standards are concerned the most important points to remember are:

- It **is** a criminal offence to sell food beyond its USE BY date
- it **is not** an offence for food to be sold after its BEST BEFORE date unless it is unfit for human consumption.

Trading Standards will also enforce food labelling requirements. The Act creates criminal offences for incorrectly labelled food.

Complaints about foreign materials in food ie. glass etc and foods fitness for human consumption are dealt with by Environmental Health.

RESTRICTIONS ON STATEMENTS ORDER 1976 : This Order makes it an offence for traders to put up signs in their premises that appear to take away a consumer's rights. So if you receive a complaint that a shop has a sign up saying something like "No Refunds" then this is a possible criminal offence and is something that can be referred to Trading Standards for investigation.

CONSUMER PROTECTION ACT 1987 PART II ; All goods sold in the UK must be safe and this is the main piece of legislation that covers the safety of all goods.

As well as this there are many Regulations and British Standards that goods such as toys, prams, tyres, furniture etc are required to meet before being placed on the market. Failure to meet such requirements is a potential criminal offence.

CONSUMER CREDIT ACT 1974 : As well as there being many civil remedies available under this legislation, there are also criminal offences that can be investigated by Trading Standards under this Act. Traders' offering credit facilities to consumers must be licensed by the Office of

Fair Trading. Trading in credit without such a licence is a potential criminal offence.

Adverts that offer credit facilities must comply with Regulations made under this legislation. These Regulations require certain information to be contained within such adverts and failure to indicate such information is an offence. It is also an offence to advertise credit information that may be misleading to the public. Children, under 18's, shouldn't be sent credit cards or offers to obtain credit

BUSINESS NAMES ACT 1985 : This legislation makes it a requirement that all traders using a business name that is different from their own, must display their name and an address on business premises and on any company literature where legal documents can be sent.

WEIGHTS AND MEASURES ACT 1985 : This legislation makes it a criminal offence to sell or supply products in the course of a business or trade if their weight or measurement is inaccurate ie. short weight or measure. Equipment should be accurate.

COUNTERFEIT GOODS : It is a criminal offence for a trader to sell counterfeit goods. These are goods which have been copied to imitate brand named products. Some common examples are sportswear and sports footwear, computer software, music, jewellery and perfumes.

UNSOLICITED GOODS : - It is an offence for a business to pursue payment for unsolicited goods sent to consumers. Any incidents of this should be reported to Trading Standards.

UNDER AGE SALES : - It is an offence for traders to sell age restricted goods to young people. If you know of a business that is selling any of the following goods to persons under the age indicated, this should be reported to Trading Standards.

Tobacco - aged 18 years

Alcohol - aged 18

Fireworks - aged 18

Solvents - aged 18

Lottery tickets - aged 16

Aerosol sprays - aged 18

1. Letter to Seller Rejecting Faulty Goods

**Your Name
& Address**

Date -----

**The Owner or Company Secretary
Furniture Stores
Any Road
Anywhere X12 3YZ**

Dear Sirs

Sale of Goods Act 1979 (as amended)

I am writing in connection with the purchase of **description of goods** purchased from yourselves, on the **date**, at a cost of **£.....** .

The following faults were discovered on delivery.

- **List faults**

I complained to you about these faults immediately after delivery **and I have heard nothing further from you/the complaint has not been resolved.** In accordance with my statutory rights under the Sale of Goods Act 1979 (as amended), i.e. that goods be of satisfactory quality, as described and fit for their purpose, I am writing to advise that I am rejecting the goods and wish to claim a full refund. (or repair/replacement)

I look forward to hearing from you within the next fourteen days.

Yours faithfully,
Sign and Print your name here

This is only a sample letter to give you guidance on what to write. You will need to substitute your own details at the appropriate places (shown in bold). Remember to keep a copy of your letter. Send it recorded delivery. Don't forget to sign it.

2. Letter Requesting a Refund – Failed to Rectify Faults.

**Your Name
& Address**

Date

**The Owner or Company Secretary
Electrical Stores
Any Road
Anywhere X12 3YZ**

Dear Sirs,

Sale of Goods Act 1979 (as amended)

I purchased **description of goods** from your shop on the **date**, at a cost of **£.....**. The **equipment** has proved to be defective/ceased to work.

I have complained on a number of occasions, but you have failed to rectify the problems.

- **List faults and actions**

The Sale of Goods Act 1979 (as amended) requires you to ensure that goods are of a satisfactory quality and fit for their normal purpose. The **goods** clearly do not meet either of these requirements as you have been unable to rectify the faults within a reasonable period of time. You are therefore in breach of your contract with me. Accordingly, I am writing to advise you that I am rejecting the goods and claiming a ***full refund/replacement**.

I look forward to receiving a ***full refund/replacement** within the next 14 days.

Yours faithfully,
Sign and print your name here.

This is only a sample letter to give you guidance on what to write. You will need to substitute your own details at the appropriate places (shown in bold). Remember to keep a copy of your letter. Send it recorded delivery. Don't forget to sign it.

3. Letter Requesting a Repair or Replacement

**Your Name
& Address**

Date -----

**The Owner or Company Secretary
Electrical Stores
Any Road
Anywhere X12 3YZ**

Dear Sirs,

Sale and Supply of Goods to Consumers Regulations 2002

I am writing in connection with the purchase of **description of goods** purchased from yourselves on the **date** at a cost of £.....

The following faults were discovered on delivery :

- **List faults**

I complained to you about these faults immediately after delivery **and I have heard nothing further from you / the complaint has not been resolved.** In accordance with my statutory rights under the Sale and Supply of Goods to Consumers Regulations 2002 ie. that goods be of a satisfactory quality, as described and fit for their purpose, I am writing to advise that I am requesting a **repair/replacement.**

I look forward to receiving a response within the next 14 days.

Yours faithfully,
Sign and print your name here.

This is only a sample letter to give you guidance on what to write. You will need to substitute your own details at the appropriate places (shown in bold). Remember to keep a copy of your letter. Send it recorded delivery. Don't forget to sign it.

4. Letter Before Action – Refund

**Your Name
& Address**

Date

**The Owner/Company Secretary
The Furniture Store
Any Road
Anywhere
X12 3YZ**

Dear Sirs,

I refer to my letter dated the **date** to which I have received no reply. I enclose a copy of that letter for your information.

If I do not receive a full refund within the next seven days, I will have no alternative but to issue proceedings in the County Court without further notice.

If it is necessary to pursue this course of action, please note that I intend to pursue a claim for a full refund, plus interest, together with any incidental costs incurred.

Yours faithfully,
Sign and print your name here.

This is only a sample letter to give you guidance on what to write. You will need to substitute your own details at the appropriate places (shown in bold). Remember to keep a copy of your letter. Send it recorded delivery. Don't forget to sign it.

5. Letter to Seller Requesting a Free Repair - Goods

**Your Name
& Address**

Date -----

**The Owner/Company Secretary
The Furniture Store
Any Road
Anywhere X12 3YZ**

Dear Sirs,

Sale of Goods Act 1979 (as amended)

I am writing in connection with the purchase of a **description of goods** purchased from yourselves, on the **date**, at a cost of £..... . The **goods** have developed the following faults: -

- **List faults**

I have complained to you about these faults on previous occasions and, to date, I have received no response.

In accordance with my statutory rights under the Sale of Goods Act 1979 (as amended), i.e. that goods be of satisfactory quality, I write to request that a repair is effected immediately.

I look forward to receiving your reply within the next 14 days, failing which I will have no alternative but to take further action against you.

Yours faithfully,
Sign and print your name here.

This is only a sample letter to give you guidance on what to write. You will need to substitute your own details at the appropriate places (shown in bold). Remember to keep a copy of your letter. Send it recorded delivery. Don't forget to sign it.

6. Letter Requesting Free Repair - Services

**Your Name
& Address**

Date -----

**The Owner/Company Secretary
The Company
Any Road
Anywhere X12 3YZ**

Dear Sirs,

Supply of Goods and Services Act 1982 (as amended)

I am writing in connection with the supply and fitting of **description of service**, on the **date**, at a cost of **£.....** .

The following faults require attention: -

- **List**

In accordance with the Supply of Goods and Services Act 1982, I am writing to request that you make arrangements to return to my property and carry out the remedial work and/or repairs at no cost within the next fourteen days.

I look forward to hearing from you within the next fourteen days with a view to resolving this matter amicably.

Yours faithfully,
Sign and print your name here.

This is only a sample letter to give you guidance on what to write. You will need to substitute your own details at the appropriate places (shown in bold). Remember to keep a copy of your letter. Send it recorded delivery. Don't forget to sign it.

7. Letter Advising Of Intention To Have Work Completed By Another Trader

**Your Name
& Address**

Date

**The Owner/Company Secretary
The Builders
Any Road
Anywhere X12 3YZ**

Dear Sirs,

Supply of Goods and Services Act 1982 (as amended)

I refer to my letter to you dated **date** in relation to **remedial/repair work** required to **the product**. I enclose a copy of this letter for your information.

I note that I have received no reply from you with a view to the necessary work being completed. I write to give you notice that unless I receive your satisfactory proposals for resolving the matter within the next seven days, I will have no alternative but to seek estimates to cover the cost of repairs from other reputable traders.

If I do not receive payment in respect of the estimated costs, I give you notice of my intention to commence an action in the County Court. If this is necessary, I will also pursue a claim for interest and incidental costs.

I trust an amicable resolution can be achieved to avoid this action and look forward to hearing from you in this regard.

Yours faithfully,
Sign and Print your name here.

This is only a sample letter to give you guidance on what to write. You will need to substitute your own details at the appropriate places (shown in bold). Remember to keep a copy of your letter. Send it recorded delivery. Don't forget to sign it.

8. Letter Before Action – Remedial Costs

**Your Name
& Address**

Date:

**The Owner/Company Secretary
The Builders
Any Road
Anywhere X12 3YZ**

Dear Sirs,

Supply of Goods and Services Act 1982 (as amended)

I refer to my previous correspondence in relation to this matter. I enclose a copy of the estimate from **name of company** for the **correction/completion** of the work required.

I look forward to receiving payment of this amount in full within the next seven days, failing which I give you notice of my intention to commence legal proceedings in the County Court without further notice.

If it is necessary to pursue this course of action, please note I will also pursue interest and incidental costs.

Yours faithfully,
Sign and Print your name here.

This is only a sample letter to give you guidance on what to write. You will need to substitute your own details at the appropriate places (shown in bold). Remember to keep a copy of your letter. Send it recorded delivery. Don't forget to sign it.

9. Letter Agreeing Experts Report

Date

Your Name
& Address

The Owner/Company Secretary
The Builders
Any Road
Anywhere X12 3YZ

Dear Sirs,

Re: Disputed Cause of Action

The outstanding issue of our dispute concerning the above appears to be **explain dispute**. As we cannot reach agreement over the causes/consequences of the failure, there is no alternative but to instruct an independent expert for a professional opinion. I am advised that the civil justice rules now require that the expert be a single joint expert, and that the duty of the expert is to the court.

I propose **name expert**, who is qualified in **field of expertise eg. Glazing, surveying**, and holds him/herself out as an expert in this field. *I enclose a copy of the literature relating to this expert/organisation for your information. * (delete if not applicable).

If you have any objections to this expert, please inform me within fourteen days with your reasons for objecting. If I do not hear from you, I will instruct the expert to proceed. I do, of course, invite you to submit to me any written instructions you wish to have given to this expert, which I will pass through on your behalf. Should you wish to be present at any examination which may take place, please let me know.

The cost of the report is £.. This cost will be added to any claim I may make against you, but I invite you to share the cost equally at this stage.

Yours faithfully ,
Sign and Print your name here.

This is only a sample letter to give you guidance on what to write. You will need to substitute your own details at the appropriate places (shown in bold). Remember to keep a copy of your letter. Send it recorded delivery. Don't forget to sign it.

10. Letter To Finance Company - Faulty Goods

**Your Name
& Address**

Date.....

**The Manager/Company Secretary
Anytown Bank
Any Road
Anywhere X12 3YZ**

Dear Sirs,

**Consumer Credit Act 1974 – Section 75
Account No.**

I enclose herewith copy letter I have today forwarded to **name and address of supplier**. This letter gives details about the problems experienced with **details of product**, which was purchased on **date**, at a cost of **£.....**

The goods were purchased by way of a **finance agreement/credit card** with your company, as detailed above. In accordance with the provisions of s.75 of the Consumer Credit Act 1974, you have joint liability with the supplier of the goods for any breach of contract. I am therefore legally entitled to claim against you.

I wish to reject the goods and claim a full refund of the purchase price.

I look forward to hearing from you within the next 14 days.

Yours faithfully,
Sign and Print your name here.

This is only a sample letter to give you guidance on what to write. You will need to substitute your own details at the appropriate places (shown in bold). Remember to keep a copy of your letter. Send it recorded delivery. Don't forget to sign it.

11. Letter to Finance Company Faulty Goods on Hire Purchase

Your Name
& Address

Date.....

The Manager/Company Secretary
Anytown Bank
Any Road
Anywhere X12 3YZ

Dear Sirs

Supply of Goods (Implied Terms) Act 1973, as amended.
Account No.

I am writing in connection with the purchase of a motor vehicle, **registration number**, which was supplied by **name of supplying garage**.

The goods were purchased by way of a **hire purchase agreement** with your company as detailed above. In accordance with the provisions of the Supply of Goods (Implied Terms) Act 1973, you are liable for the condition of the **car, registration number**, as the owner and supplier of that vehicle. I am therefore legally entitled to claim against you for any breach of contract.

The car has displayed the following faults: -

❖ **List faults**

As the car is not satisfactory I wish to claim a **full refund of payments made/the cost of necessary repairs**.

I look forward to hearing from you within the next 14 days.

Yours faithfully
Sign and Print your name here.
Copy to : name and address of garage.

This is only a sample letter to give you guidance on what to write. You will need to substitute your own details at the appropriate places (shown in bold). Remember to keep a copy of your letter. Send it recorded delivery. Don't forget to sign it.

12. Letter To Finance Company - Repairs

**Your Name
& Address**

Date

**The Manager/Company Secretary
The Finance Company
Any Road
Anywhere X12 3YZ**

Dear Sirs,

**Consumer Credit Act 1974 – Section 75
Account No. –**

I enclose herewith a copy letter I have today sent to **name and address of supplier**, in connection with problems I have experienced with **details of product**, purchased from them.

This was paid for using a **credit card/finance agreement** with your company as detailed above. Accordingly, under the provisions of s75 of the Consumer Credit Act 1974, you are equally liable for any breach of contract.

I look forward to receiving your proposals with a view to resolving the matter and would appreciate your response in this regard within the next fourteen days.

Yours faithfully,
Sign and Print your name here.

This is only a sample letter to give you guidance on what to write. You will need to substitute your own details at the appropriate places (shown in bold). Remember to keep a copy of your letter. Send it recorded delivery. Don't forget to sign it.

13. Letter Withdrawing From A Regulated Consumer Credit Agreement

**Your Name
& Address**

Date

**The Manager/Company Secretary
The Garage
Any Road
Anywhere X12 3YZ**

Dear Sirs,

**Consumer Credit Act 1974
Reference Number**

I refer to the credit agreement signed at your premises on the **date**. Please note that I wish to withdraw from the agreement.

As the agreement has not been legally executed in accordance with the provisions of the Consumer Credit Act 1974, I am entitled to withdraw from it and recover my deposit of **£.....**

I look forward to receiving your confirmation that the agreement has been cancelled together with the refund of deposit, within the next ten days to conclude this matter.

Yours faithfully,
Sign and print your name here.

This is only a sample letter to give you guidance on what to write. You will need to substitute your own details at the appropriate places (shown in bold). Remember to keep a copy of your letter. Send it recorded delivery. Don't forget to sign it.

14. Letter Cancelling A Cancellable Consumer Credit Agreement

**Your Name
& Address**

Date

**The Customer Accounts Manager
The Loan Company
Any Road
Anywhere X12 3YZ**

Dear Sirs,

**Consumer Credit Act 1974
Reference Number**

I refer to the credit agreement signed away from trade premises on the **date**. In accordance with my cancellation rights, I write to advise that I wish to cancel the agreement.

I look forward to receiving your confirmation that the agreement has been cancelled and look forward to receiving a refund of my deposit of £ within the next seven days.

Yours faithfully,
Sign and print your name here.

This is only a sample letter to give you guidance on what to write. You will need to substitute your own details at the appropriate places (shown in bold). Remember to keep a copy of your letter. Send it recorded delivery. Don't forget to sign it.

15. Letter to Trader Requesting Delivery Making Time of the Essence

Name and Address

Date.

The Owner/Company Secretary
The Trader
Any Road
Anywhere X12 3YZ

Dear Sirs,

Sale of Goods Act 1979/Supply of Goods & Services Act 1982

Order No:

On I placed an order with you for at a cost of £..... for which I paid £.....

[It was agreed/understood that the order would be fulfilled by...../or withinweeks] To-date the **goods have not been delivered/work has not been completed.**

Under the above Act you are required to **deliver the goods/complete the work** within a reasonable time. As weeks have now elapsed since I placed the order, you have failed to fulfil this statutory requirement .

I am now making time of the essence. If you do not **deliver the goods/complete the work** by I will hold you in breach of contract and will expect you to refund the money I have paid.

If you fail to refund my money I shall have no alternative but to issue a claim against you in the county court for recovery of the money together with interest and incidental costs incurred, without further reference to you.

I look forward to hearing from you within the next days.

Yours faithfully,

Sign and print your name here.

This is only a sample letter to give you guidance on what to write. You will need to substitute your own details at the appropriate places (shown in bold). Remember to keep a copy of your letter. Send it recorded delivery. Don't forget to sign it.

16. Failure to give Cancellation Rights letter

Name & Address

The Owner/Company Secretary
The Trader
Any Road
AnywhereX12 3YZ

Date:

Dear Sirs

The Cancellation of Contracts made in a Consumer's Home or Work etc. Regulations 2008

On **(date)**, a representative of your company called at my house when I agreed to purchase a ... **(describe goods)**..... .

[I was not given a notice of my cancellation rights which is a requirement of the aforementioned Regulations. The contract is therefore unenforceable and I have been informed that this is a criminal offence.] or

[I give you notice that I intend exercising my right to cancel this contract within seven days of entering into the agreement.]

I am requesting that you refund my money within the next seven days and collect the **(describe goods)** ... by appointment. The **(describe goods)** will be kept in a safe place and unused until they are collected.

If you fail to refund my money I shall have no alternative but to issue a claim against you in the County Court for recovery of the money together with interest and incidental costs incurred, without further reference to you.

Yours faithfully

Sign and print your name here

This is only a sample letter to give you guidance on what to write. You will need to substitute your own details at the appropriate places (shown in bold). Remember to keep a copy of your letter. Send it recorded delivery. Don't forget to sign it.

17. Letter Cancelling A Cash Contract Signed Away From Business Premises

**Your Name
& Address**

Date

**The Owner/Company Secretary
The Builders
Any Road
Anywhere X12 3YZ**

Dear Sirs,

**The Cancellation of Contracts made in a Consumer's Home or Place
of Work etc. Regulations 2008**

Reference Number

I refer to the agreement signed at my home, on the **date**, for the purchase of **details of product**, I write to advise that, in accordance with my cancellation rights, I wish to cancel the contract.

Under the above Regulations, I have seven days from when you gave me my cancellation rights in which to cancel the agreement.

I look forward to receiving your confirmation that the contract between us has been terminated, together with the return my deposit of £ within the next seven days.

Yours faithfully,
Sign and print your name here.

**This is only a sample letter to give you guidance on what to write.
You will need to substitute your own details at the appropriate
places (shown in bold). Remember to keep a copy of your letter.
Send it recorded delivery. Don't forget to sign it**

18. Letter Cancelling A Distance Selling Contract

**Your Name
& Address**

Date

**The Owner/Company Secretary
The Builders
Any Road
Anywhere X12 3YZ**

Dear Sirs,

RE: (Description of Goods and Order No.)

I am writing to cancel the above order that I placed with you by **(telephone/mail/Internet)** on **(date)**

The goods were delivered to me on **(date)** and they are not suitable for my needs. As the contract is governed by the Distance Selling Regulations 2000, I have the right to cancel within 7 working days, starting with the day after the day on which the goods were received. My cancellation is effective from the date of posting of this letter.

Please return **£.....(cost/deposit)** and arrange the return/collection of the goods as soon as possible. I understand that the Distance Selling Regulations require that a refund should be received by me within the next 30 days of the date of this letter.

Yours faithfully,
Sign and print your name here.

This is only a sample letter to give you guidance on what to write. You will need to substitute your own details at the appropriate places (shown in bold). Remember to keep a copy of your letter. Send it recorded delivery. Don't forget to sign it

19. Letter To Tour Operator- Unsatisfactory Holiday

Your Name
& Address

Date

The Owner/Company Secretary
The Builders
Any Road
Anywhere X12 3YZ

Dear Sirs,

RE: (Location and Date of Holiday – Booking Reference)

I am writing to complain about the above holiday from which I have just returned and are described below:

(GIVE DETAILS OF YOUR COMPLAINT HERE)

I reported my complaints to your representative at the resort and completed a complaint form, a copy of which I have enclosed. The representative was unable to resolve the complaints **(at all/to my satisfaction)**.

I am holding you in breach of the Package Travel Regulations 1992 and liable to compensate **(me/the party)** for the problems encountered and for the distress and disappointment suffered as a result. **I therefore feel that an offer of compensation of £.....** should be paid by you.

If I do not receive a satisfactory reply to this letter within the next 28 days, I will send a copy of this letter **(and enclosures)** to ABTA and I will also consider an action in the County Court, without further notice.

(Include the following if appropriate to your letter – Further to the above, if as I suspect, you have provided false or misleading information in your brochure you may have committed criminal offences and I will be reporting this to Trading Standards for further investigation.)

Yours faithfully,

Sign and print your name here.

This is only a sample letter to give you guidance on what to write. You will need to substitute your own details at the appropriate places (shown in bold). Remember to keep a copy of your letter. Send it recorded delivery. Don't forget to sign it