

# Problems with Goods and Services

Your legal rights



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Many of us have problems with things we buy from time to time, perhaps because they are faulty, installed wrongly, unsafe or not what we ordered. You can use various consumer protection laws, for example to get such problems sorted out free of charge or to get your money back. This leaflet describes how to do this and explains your rights.

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The leaflets in this series give you an outline of your legal rights. They are not a complete guide to the law and are not intended to be a guide to how the law will apply to you or to any specific situation. The leaflets are regularly updated but the law may have changed since this was printed, so information in it may be incorrect or out of date.

If you have a problem, you will need to get more information or personal advice to work out the best way to solve it. See 'Further help' on page 23 for sources of information and advice.

If you have a problem with something you buy or pay for, there are laws that can help you. You rarely have to go to court to solve consumer problems. But your chances of getting a shop, tradesperson or other service provider to deal with your problem properly are much better if you know your legal rights.

Many companies will deal with a complaint and, for example, replace or repair something without question. But if your complaint doesn't solve the problem, this leaflet explains your options and tells you how to take things further, including how to get expert legal help.

The 'Further help' section on page 23 gives details of organisations that may be able to help.

### **What is the difference between 'goods' and 'services'?**

If you have a problem with something you've paid for, it's important to know whether your problem is about goods or services, because your legal rights may be different.

Usually it's obvious whether things are goods or services. Examples of goods are:

- groceries;
- clothing;
- furniture; and

- household appliances.

Examples of services are:

- dry-cleaning;
- hairdressing; and
- home improvements.

However, sometimes goods are supplied as part of a service. If the goods make up a part of a contract (such as fitting a replacement engine for a car), both areas of law can apply.

### **Dealing with problems with goods (products)**

If you have a problem with a product, you should first complain to:

- the seller or retailer (the place you bought it from); or
- if it is under guarantee, the manufacturer.

They may offer to give you a refund, fix it for free or replace it without argument. When you contact them, be clear which of these you want.

You may also want to ask for compensation if you have lost money because the product was faulty (for example, you may have had to throw out food that had spoiled because your freezer broke down).

If the retailer won't do what you want, don't be fobbed off. Sometimes just

letting a shop know that you are aware of your legal rights is enough to make them sort out the problem.

However, if a retailer still refuses to sort out your problem or won't deal with you at all, you may have to take legal action. The threat of legal action or the first stages (like getting a county court summons) may be enough to get the shop to act.

### Your legal rights

There are several laws you can quote when making a complaint. The most important is the Sale of Goods Act 1979 (later strengthened by the Sale and Supply of Goods Act 1994).

The law says that goods must:

- fit any description given, for example, on the label or packaging or in an advertisement (so, for example, a leather jacket really must be made of leather and not plastic);
- be of satisfactory quality, meaning they must be in good condition, safe to use and strong enough to last a reasonable length of time, and must have no faults;
- be fit for their purpose, which includes any purpose you made clear when you bought or ordered the goods (so, for example, if you told a shop that you wanted a printer that would connect to your

type of computer, the printer should do this);

- match any sample you were shown (so if you order a sofa, the fabric must match what you were shown when you ordered it); and
- come with adequate installation or self-assembly instructions (if needed).

These rights are against the retailer, not the manufacturer. The retailer is the shop or company that sold the goods to you, and this includes:

- market stalls;
- mail-order companies; and
- websites.

The retailer cannot pass the buck by telling you to contact the manufacturer about a fault. However, you can complain to the manufacturer if you want, and this may be a good idea if the product is covered by a guarantee. (For more about guarantees, see 'How do guarantees and warranties work?' on page 7.) But you cannot use the Sale of Goods Act to take the manufacturer to court.

Advertising is part of your contract with the retailer, even if the manufacturer or importer of a product did the advertising. This means that if you are misled by an advertisement, you may have a claim against the retailer.

## What the law says a retailer must do about faulty goods

If you think a product you have bought is faulty, you should tell the retailer as soon as you can. You have a 'reasonable' time to examine goods you buy and check that they are satisfactory. If they aren't satisfactory, you can 'reject' them and get your money back. But again, your legal right to reject goods is only for a 'reasonable' time. What is a reasonable time depends on the type of product, but it may not be very long and could be only a few weeks. See 'What does the law mean by 'reasonable'?' on page 6.

Instead of a refund, you could accept a replacement or a repair, or claim compensation (usually the cost of repairing or replacing the goods). But you don't have to take these options if you don't want to. If you do let the retailer repair something that is faulty, you may still have the right to get your money back if the repair doesn't work.

If you've left it too long to reject the goods and get a refund, or a fault appears later, you still have some rights:

- If the fault appears in the first six months, you are entitled to a repair or a replacement (but not if the fault is just 'fair wear and tear'

or is caused by accidental damage or misuse). If the retailer rejects your claim, it's up to them to prove the product wasn't faulty in the first place, or that it couldn't reasonably be expected to last that long.

- The retailer can choose to replace an item rather than repair it (or the other way round) if the alternative would be much more costly for them.
- If the fault appears after six months, you may still be entitled to a repair or replacement. But if the retailer disputes your claim, it will be up to you to prove that the product was faulty when you bought it. The retailer must pay for any delivery costs involved in repair or replacement, which must be carried out within a 'reasonable' time. If it's not possible or practical to repair or replace the goods, you will still have the right to some or all of your money back, depending on how much use you have had from the product since you bought it.

You may also be able to claim if you've had to pay for something because of a faulty product (for example, if a faulty iron ruined your clothes). But any claim must be reasonable and proportionate.

See also 'What if a product hurts someone or damages something?' on page 12.

### **What does the law mean by 'reasonable'?**

The word 'reasonable' often appears in consumer laws (for example, expecting something to be delivered in a 'reasonable' time, or getting a job done at a 'reasonable' price).

'Reasonable' means different things in different situations. In difficult cases (such as deciding how long something should last with normal use), you may need to get an opinion from a trade association or an independent expert who deals with the product or service in question.

### **Buying things in other European Union (EU) countries**

If you buy something in another EU country, you have broadly similar rights against the retailer to those you have in the UK. The time limits for bringing a claim will vary from country to country according to local laws, but wherever it is, you have at least two years from when you bought the product. Your claim is against the retailer you bought the product from – you don't have the right to take a faulty product back to a UK shop instead, although shops with branches in the UK may allow you to do so.

However, if you pay for an item using a credit card, you will have the same claim against your card issuer in the UK as you have against the seller, provided it cost between £100 and £30,000 (see 'What are my rights if I buy on credit?' on page 13).

### **When the Sale of Goods Act doesn't apply**

The Sale of Goods Act doesn't apply when you buy a house or flat. And if you buy something privately (from a person rather than from a business, like a shop), the legal principle of 'buyer beware' applies, so you should check something carefully before you buy. This is because the parts of the Sale of Goods Act that say things must be 'of satisfactory quality' and 'fit for their purpose' don't apply to private sales.

But you do have some rights when you buy privately (from a person, not a shop or other retailer). The law says that even private sellers must not 'misrepresent' goods to you by misleading you or lying to you about something. So, for example, a person must not give you false information about the age or mileage of a second-hand car they are selling.

If you relied on something a private seller told you when deciding to buy and it turned out not to be true, you

may be able to claim compensation from them. But you may need legal help to decide whether you can do this and how to go about it. See 'Further help' on page 23 for details of where you can get help.

### **What about something I've bought at auction?**

Your Sale of Goods rights apply to:

- new goods bought at auction; and
- second-hand goods bought at an auction that you could not attend (a phone or internet auction).

If you buy second-hand goods at an auction that you could have attended, the person or business running the auction can exclude your Sale of Goods rights if they display a notice about this at the auction or in a catalogue. You should read these notices carefully before you take part in any auction.

Websites that allow private sellers to auction items usually make clear in their terms that your contract is with the seller, so anything you buy counts as a private sale and you won't have the rights you would under other types of auction. See 'When the Sale of Goods Act doesn't apply', on page 6.

### **How do guarantees and warranties work?**

Many products come with a free guarantee or warranty from the maker. This may promise, for example, a free repair or replacement if the product goes wrong within a year. There's no legal difference between a guarantee and a warranty. If the goods are still 'under guarantee' when you have a problem, using the guarantee may be the easiest and quickest way to sort it out.

If something you buy is faulty, your rights under the Sale of Goods Act are against the retailer. Any benefits given by a guarantee are on top of these rights. The retailer cannot replace them or take them away. This is why you will often see the phrase 'this does not affect your statutory rights' with a guarantee or on a receipt, for example. And you will still have your Sale of Goods rights even after the guarantee has run out (see 'What the law says a retailer must do about faulty goods' on page 5).

To be able to use a manufacturer's guarantee, you may have to meet certain conditions. For example, with a car you may have to have it serviced at certain mileages. If you don't meet this condition, the guarantee may be invalid and the manufacturer may not

fix the car for free if it goes wrong. But again, this does not affect your Sale of Goods Act rights.

### **How do extended warranties work?**

On top of the maker's guarantee, you may also be able to buy extra years of cover (an 'extended warranty') from the manufacturer or from the retailer.

An extended warranty is like a breakdown insurance policy. It includes a contract that should explain exactly what sort of problems or faults will and will not be covered. Check the terms carefully to see what is covered. For example, problems caused by 'wear and tear' are not normally covered.

Retailers that sell domestic appliances and also extended warranties on them must give you written information when you are buying a product in the shop, in their catalogue or on their website. This explains your rights and options when considering an extended warranty, including, for example, the fact that you do not have to take out an extended warranty at the same time as you buy the product.

### **What about items bought second-hand?**

Your rights also apply to second-hand goods, although the law says you must take into account the price you have paid, and be prepared to expect lower

quality. For example, it wouldn't be reasonable to expect a 10-year-old, high-mileage car to perform as well as a new one, or to last as long. Also, if you bought the goods privately you have less legal protection – see 'When the Sale of Goods Act doesn't apply' on page 6.

### **What about sale items?**

You have the same rights to a refund, replacement or repair with goods in a sale as with non-sale goods. But if the goods were reduced in price because of a fault that should have been obvious to you in the shop, or was pointed out to you (for example, a chip in a vase), you won't be able to get a repair, refund or replacement because of that fault.

### **What if I change my mind about an item I've bought?**

If you simply decide you don't like something, or it doesn't suit you, a shop may:

- give you your money back;
- allow you to change it; or
- give you a credit note to use later.

But legally, a retailer doesn't have to do any of these things. The law on refunds and replacements applies only if something is faulty.



### **What if I receive a gift that's faulty?**

In general, if someone buys you a gift and it turns out to be faulty, it is the buyer who has rights under the law, not you. If you can, ask them to help you sort out the problem.

Or if you are giving someone a gift, you can let them deal with any problem by naming them as the future owner when you buy it. You can do this by writing their name on the receipt, invoice or guarantee card.

### **What if I change my mind after ordering goods?**

When you order a product and pay a deposit, you enter into a contract. If you change your mind and break the deal, you cannot insist on your money back, so you may lose your deposit.

You can't normally back out of a contract once you have signed it, unless it says in writing that you have the right to change your mind within, say, 14 days. So never sign a contract without reading it first. However, there are some specific cases where you may legally be able to back out of a contract you've signed (see 'What if I sign up to buy goods or services in my home?' below, and 'What are my rights if I buy on credit?' on page 13).

### **What if I sign up to buy goods or services in my home?**

If a salesperson makes an 'unsolicited visit' to your home and you sign a contract to buy goods or services, you normally have a seven-day 'cooling-off period' (as long as the goods or services cost more than £35). This means you can cancel your order (in writing) within seven days for any reason, without having to pay anything. An 'unsolicited visit' is one where the salesperson arrives on your doorstep without warning, or makes an appointment to visit you after a phone call or letter that you didn't ask for.

You also have this right if, after an unsolicited visit, you agree to the salesperson coming back later. Currently, if the salesperson visits you because you have phoned their company asking for a visit, you don't have the same right to a 'cooling-off period', but the government intends to change this in 2008 to give you the same rights as for an unsolicited visit.

There are some things for which the cooling-off period does not apply, whether or not you bought them after an unsolicited visit from a salesperson. These are if you:

- buy land;
- buy insurance or most other types of financial service; or

- take out a loan, hire purchase agreement or mortgage.

A new law on 'unfair commercial practices', due to come into force in April 2008, will make it illegal to 'trade unfairly', which includes salespeople misleading customers or using high-pressure sales tactics.

### **What are my rights when getting goods delivered?**

The Distance Selling Regulations 2000 say that if you buy something by phone, by mail order, over the internet or via interactive TV, the seller must deal with your order (in most cases, deliver it) within 30 days, unless you agree to something different. But these regulations don't apply if you order something in person (for example, in a shop). So you may need to agree that you must have the item on or by a specific date, and include this in the contract (for example, by writing it on the order form). This is called 'making time of the essence'. If the order doesn't then arrive on time, you could cancel it and get a refund.

If you didn't 'make time of the essence' when you ordered, and the goods are seriously delayed, you can enforce a reasonable time limit by writing to the retailer and setting a final date for delivery. If the goods don't arrive within that time, you can then cancel the order.

### **What if I have problems with how something was installed?**

If installing goods (such as a carpet or kitchen units) is part of your contract with the retailer and it isn't done properly, the law says the retailer must redo the work properly or pay the costs of getting someone else to do it.

If this doesn't solve the problem, you may be entitled to a repair, replacement or refund. This is the case even if the retailer sub-contracts another firm to do the job. But if you find the installer yourself and pay them separately, you will have to claim against them yourself if there are problems (see 'Dealing with problems with services' on page 14).

### **What if something is marked with the wrong price?**

If something is wrongly marked with a lower price, you can't insist on buying it at that price. The law says that a retailer can refuse to sell anything to you, at any price, without giving a reason. But if a retailer sells you something at too low a price by mistake, they can't later make you pay the extra, unless they can show you knew the price was wrong.

Under the Consumer Protection Act 1987, it is illegal to give misleading price information about goods and services. This applies to, for example:

- price labels;
- prices in catalogues;
- prices on shop shelves;
- prices given over the phone; and
- prices on a website.

It also applies where a shop is comparing its prices (to another shop's prices, for example).

There are also rules about special-offer and sale prices. For example, if a shop advertises that a product has been reduced in price, it must normally have offered the goods at the old price (and in that branch, if the shop is part of a chain) for at least 28 days in a row in the last six months. If it hasn't, it must make this clear to shoppers. Also, price comparisons should always be with a genuine selling price, not a specially inflated one that would exaggerate the savings.

These rules also say that prices for consumers (but not businesses) must include VAT.

Retailers must also make clear any extra charges that you cannot avoid paying (such as for delivery).

## What if a product hurts someone or damages something?

Sometimes a faulty product may harm people or damage other things (for example, if an electrical appliance catches fire and damages your home). In this case, different laws apply, relating to what is called 'product liability'.

If a product injures someone or damages something, the manufacturer (or the importer) is responsible under the Consumer Protection Act 1987. However, if the retailer cannot tell you who the manufacturer or importer is, the retailer will be responsible.

The Act says that you may be able to claim compensation if faulty goods cause injury or damage to property (as long as the damage amounts to at least £275). You cannot claim if you bought the item more than 10 years ago. Remember that you may need to claim separately against the seller for damage to the product itself (under the Sale of Goods Act), because this is not covered by the Consumer Protection Act. To claim against the manufacturer or importer, you have to prove that the product:

- was 'defective' (it was less safe than you could reasonably expect, not just that it was of poor quality); and
- caused the damage or injury.

You may need an independent expert to confirm that the damage was caused by the product being defective.

If a product has caused serious injury to someone, you will need specialist legal help from a personal injury solicitor. See the Community Legal Advice leaflet 'Personal Injury' for more information.

### **What if I buy by phone or mail order, or over the internet?**

In general, the laws that apply to buying things in shops also apply when you buy by phone or mail order or over the internet.

The Distance Selling Regulations give you extra protection when buying from any European Union country:

- by mail order;
- by fax;
- by phone;
- over the internet; or
- through a TV shopping channel or any interactive TV shopping service.

However, they don't cover auctions (including internet auctions), or buying from countries outside the European Union, such as Switzerland, Canada or the USA.

These regulations mean you must be told the name and address of the

supplier and the price, including tax and delivery charges, before you buy. You must also be given certain information in writing (which could be an email) about your rights, including:

- how to cancel an order;
- how to return goods; and
- details of any guarantees or after-sales service.

In most cases, you must also get a 'cooling-off period' of seven working days. This means you can cancel your order, without having to pay anything, within seven working days of receiving the goods or, in the case of a service, of placing the order. But if you agree to a service (work on your home, for example) that will start within that seven-day period, and you've received the written information about your rights before that work starts, then your right to cancel ends when the work starts.

Also, you can't return certain types of item, including:

- bespoke (tailor-made) or personalised goods;
- perishables (such as fresh food);
- CDs, DVDs or computer software if you've opened the packaging.

You must also be protected against fraudulent use of your credit card details.

The regulations don't cover everything you can buy. For example, separate rules cover holidays and financial services (such as loans and investments).

### **What if something is wrong with food I have bought?**

The Sale of Goods Act and the Consumer Protection Act also apply to food. If food you buy turns out to be 'contaminated', you may be able to claim compensation. Food can be contaminated by:

- bacteria that cause food poisoning; or
- unwanted objects, such as glass or metal, which hurt or could have hurt someone.

You could claim against:

- the retailer you bought it from, because the food was not 'of satisfactory quality' under the Sale of Goods Act; or
- the food manufacturer, because the food was not safe under the Consumer Protection Act.

If you do want to claim, you will probably need to keep evidence that the food was contaminated. If the food made someone ill, you may need a doctor's report to prove it.

It is illegal to put unsafe food on sale, and the labels, advertising and

presentation of food must not be misleading.

If you think you were made ill by food in a restaurant, you could claim compensation for:

- the cost of the meal;
- pain and suffering caused by the illness; and
- any loss of earnings or other expenses (for example, for time off work when you were ill or to pay for childcare).

If it is a very serious case, you should seek advice from a specialist injury solicitor. See the Community Legal Advice leaflet 'Personal Injury' for more information.

The Food Safety Act 1990 says it is illegal to serve food that is not fit for people to eat. You should tell the local council's Environmental Health Department (for the area the restaurant is in).

### **What are my rights if I buy on credit?**

If you pay for something using credit (such as a credit agreement or a credit card), the Consumer Credit Act 1974 gives you rights against the credit card company if:

- you don't receive something you've ordered (if you bought something over the phone or the internet, for example); or

- the goods are faulty.

This law applies only for things costing between £100 and £30,000. However, you do not have to have paid the whole cost with credit. For example, you will be protected if you paid for a computer costing £500 by paying £50 on a credit card and the rest by cheque.

The card company, as well as the retailer, is responsible for the things you buy. It is equally responsible for sorting out any faulty product or one that doesn't get delivered, so you can complain to the credit card company if the retailer won't help you. This is especially useful if the retailer has gone out of business.

When you buy goods under certain types of credit, you can reject the goods at any time during the period of the credit agreement. The main types of agreement you have this right with are hire purchase and 'conditional sale agreements'. Strictly speaking, your rights are against the credit company and not the retailer. However, if you have a problem, telling the retailer may be quicker and easier because the retailer will normally be in a better position to deal with it than the credit company.

The same Act allows a five-day cooling-off period for a credit contract that you didn't sign at the retailer's or

the credit provider's property (which normally means contracts signed in your home).

Remember that the Consumer Credit Act applies to credit cards, but not to charge cards or debit cards such as Switch, Maestro or Delta.

### **What if I am sent goods I didn't order?**

If you're sent goods you haven't asked for (called 'unsolicited goods'), you can keep them, sell them, or get rid of them however you want, as long as you have not already agreed to buy them or to send them back.

If the person who sent them says you must pay for them or threatens you with legal action, contact the trading standards department at your local council, or Consumer Direct (see 'Further help' on page 23).

This does not apply if you have ordered something but have been sent the wrong item by mistake – then you must return it or pay for it.

### **Dealing with problems with services**

If you have a problem with a service, you should first contact the service provider or company involved. It may offer to sort out your problem without an argument. It is best to put your complaint in writing and be clear about

what you want done. This might be:

- sorting out work that wasn't done, or wasn't done properly; or
- compensation or a part refund for inconvenience, poor-quality work or a job that was finished late.

If the service provider or company doesn't offer to sort your problem out, don't be fobbed off. Sometimes, just letting someone know that you know your legal rights is enough to persuade them to solve the problem.

### **Your legal rights with services**

If someone supplies a service (which may include both materials and labour), you have rights under the Supply of Goods and Services Act 1982 (as amended by the Sale and Supply of Goods Act 1994).

This says the service provider must:

- carry out the service with reasonable skill and care;
- complete it within a reasonable time (unless you have both agreed a specific time);
- make a reasonable charge for the service (unless you have agreed a charge in advance); and
- use materials that are of satisfactory quality and fit for the purpose.

If you buy something and the retailer arranges installation, you have rights against the retailer if there are problems with fitting it (See 'What if I have problems with how something was installed?' on page 10).

### **What the law says a service provider must do**

The Supply of Goods and Services Act covers most problems with quality of work – from things you leave for repair with a shop to home improvements. A repairer must put things right if they:

- use faulty parts for a repair;
- fit parts wrongly; or
- damage your property while doing a job.

Getting work finished and disagreeing over the cost are two common problems with services like home improvements. If you negotiate a definite completion time or charge for a service, this forms part of your contract with the supplier. A contract is still legal even if nothing is written down, but it may be hard to prove what you agreed.

Some service providers ask you to sign a 'satisfaction note' when they finish the work (or when they have delivered something). In this case, you should write 'unexamined' next to your

signature unless you have been able to thoroughly check the work or the things you've ordered. If you don't do this, it may be more difficult to claim for problems later on.

### **What is the difference between an estimate and a quotation?**

'Estimate' and 'quotation' don't have legal definitions, but an estimate is usually seen as a guide to the cost of a job, while a quotation is seen as a firm price.

If you're given only a rough estimate or no price at all before a job is done, the service provider can still charge only a reasonable price for the work. Even if a job is urgent (a burst water pipe, for example) it does not mean you can be charged a much higher price.

Trade associations that represent different trades may be able to give you an idea of a fair price for a type of job. Otherwise, you can get quotes from several different traders to see what a fair price would be. If you can, you should get an 'exact and firm quotation' in writing before agreeing to a big job.

### **What are industry codes of practice for?**

Many trade associations have a 'code of practice' for their members, but they don't always cover things that are useful for consumers, and some associations do little to make sure their members follow the codes. The Office of Fair Trading (OFT) has a scheme to approve codes, which says that suppliers must offer (among other things):

- clear contract terms;
- protection of your deposit, if you have to pay one;
- proper procedures for handling complaints; and
- a low-cost independent scheme to settle disputes without having to go to court.

An OFT-approved code will not give you extra legal rights, but if a supplier subscribes to such a code, it may make it easier to sort out any problem you have with them. And the code may promise more than the law requires – for example, the OFT-approved code of the Direct Selling Association gives you a 14-day 'cooling-off' period instead of a seven-day one.



Another scheme, called Trustmark, is backed by the government and covers home repairs, maintenance and improvements firms. Companies approved under this scheme promise to meet standards, sign up to a code of practice and have proper complaints procedures. The Trustmark website has more information about the scheme, and lists of approved companies (see 'Further help' on page 23).

### **What rights do I have when hiring something?**

As with other goods and services, a hire company (including a rental or leasing company) must supply goods that:

- fit any description given;
- are of satisfactory quality; and
- are fit for the purpose.

It is illegal under the Consumer Protection Act 1987 for a hirer to supply goods that are not safe or don't have the right instructions and safety warnings.

### **What if someone breaks an appointment to come to my home?**

If a service provider misses an appointment for a certain day, they have broken their agreement with you. You may be able to claim compensation if you had to take a day off work, for example. However, this would depend on whether you told the trader this when you made the appointment.

Gas, electricity, phone and water companies have their own customer service standards, which mean you should get a fixed amount of compensation if they don't turn up for an appointment. The compensation amount may be stated on your bill (if it isn't, phone the company to find out). But even if a fixed amount of compensation is quoted, you can still claim extra if you think you need to.

Remember that the law works for businesses as well as consumers. If you make a booking or appointment with someone (a restaurant or hairdresser, for example) and you don't turn up, the trader can claim compensation for loss of business if they cannot fill your appointment.

## What if I sign a contract that has hidden or unfair conditions?

The Unfair Contract Terms Act 1977 and Unfair Terms in Consumer Contracts Regulations 1999 protect you against anything in a contract which is:

- unfair;
- unreasonable;
- unclear; or
- ambiguous (has more than one meaning).

What is unfair depends on the circumstances. A common problem with contracts is with 'exclusion clauses' (such as a sign in a dry-cleaning or a photo-processing shop which says the business is not responsible if your clothes or your photos are lost or damaged). These clauses have no legal standing if they are judged unreasonable or unfair.

If you think you have a contract that has an unfair term in it, you can complain to the Office of Fair Trading (see 'Further help' on page 23 for details of how to contact them). If they agree with you, they may ask the service provider to change the term, though they cannot force them to compensate you. You will have to take action yourself to get this.

## Ways to sort out your problem

If you have a problem with a service, and the service provider refuses to put the matter right or even answer your letters, there are several ways of trying to get matters sorted out. Work through the options given below. You should at least think about each one, even if you don't follow it up, before moving on to the next.

For more about using these and other ways of dealing with problems without going to court, see the Community Legal Advice leaflet 'Alternatives to Court'.

### 1. Conciliation and mediation

If the service provider belongs to a trade association, ask whether the association can help consumers who have a problem, or whether they have a conciliation service. Conciliation is an informal system where the association tries to find a solution that you and the service provider can agree on. It may not be legally binding, so the service provider wouldn't necessarily be breaking the law if they didn't do what they said they would.

Mediation is similar, and involves an independent mediator who helps you and the service provider work out a solution between you. See the Community Legal Advice leaflet 'Alternatives to Court' for more about this.

## 2. Arbitration

Arbitration is another way of finding a solution that both you and the service provider agree with. Any disagreement can be dealt with through arbitration if both of you agree to it. With arbitration, you and the service provider each put your side of the story to an independent person (the arbitrator), who then makes the decision. The arbitrator generally looks only at written evidence, so there is no hearing to go to.

Some trade associations have arbitration schemes, which are run by an independent arbitrator. Otherwise, you can find an arbitrator yourself through the Chartered Institute of Arbitrators (see 'Further help' on page 23 for details). If you choose arbitration, the arbitrator's decision is binding, so both you and the provider must do what the arbitrator has ruled. You cannot then go to court if you are not happy with the result.

## 3. Ombudsmen

Some services are covered by an ombudsman scheme (for example, the Legal Services Ombudsman and the Financial Ombudsman Service). Such a scheme:

- won't cost you anything; and
- aims to be quicker and less complicated than legal action.

Ombudsmen will usually say that you must have first tried all other dispute systems, except for legal action, before they will look at your case. These could include, for example, a company's own complaints procedure, or, in the case of a complaint about a solicitor, their professional body's independent Legal Complaints Service. Some ombudsmen can award you compensation if they agree with your complaint, but others can only recommend that the company you are complaining about pays you compensation.

There are time limits for taking your case to an ombudsman: usually six or 12 months after you've gone through a company's own complaints system.

#### 4. Legal action

If you haven't gone to arbitration and other options have failed, you could take your case to court. If your claim is for less than £5,000, it can usually be dealt with as a 'small claim'. (However, if your claim is for a personal injury, the most you can claim under the small claims procedure is £1,000.) The small claims procedure is a quicker, simpler and cheaper way of using the courts than a full court hearing.

##### Dealing with a 'small claim'

Making a small claim is fairly cheap because you don't need to use a solicitor to help you prepare your case or to put your case for you. However, you may still want some guidance from a legal adviser.

The small claims procedure is informal, and is organised so you can put your own case. You can get forms and more details from your local:

- county court;
- Citizens Advice Bureau; or
- legal advice centre.

You can also get information from the Court Service website (see 'Further help' on page 23).

Advice centres will also be able to help you prepare your case. You will have to pay a court fee and fill in an 'allocation' questionnaire. A judge will then decide whether your case can be dealt with as a 'small claim'. The court will also encourage you to look at using 'alternative dispute resolution' (including conciliation and mediation) if you haven't already done so.

The service provider you are complaining about may make an offer that you are happy to accept before your case gets to court. But if your case does get to court, and you lose, you will normally have to pay only:

- the travel expenses of the defendant (the person you have taken to court) and their witnesses to get to court, within reason; and
- experts to prepare evidence (for which there are fixed maximum amounts).

If you win your case, you will usually get back your court fee plus any travel and witness fees. But the court may decide not to award you these costs if it thinks you did not make enough effort to sort out the disagreement in other ways.

Even if you win, you may still have to take further legal action to get the other side to pay up. The court will not do this for you. You can get a booklet explaining the different ways of doing this from your county court or the Court Service website.

### **Dealing with larger claims**

If your claim is for more than £5,000, it will probably be dealt with under the:

- 'fast track', if your claim is for up to £15,000; or
- 'multi track', if your claim is for more than this.

In these situations, you will need a solicitor to prepare your case. And if you lose, there aren't the same limits on the costs you will have to pay. This means you may have to pay the other side several thousand pounds in legal fees. Alternatively, you may be able to get a solicitor to deal with your case on a 'no-win, no-fee' basis. See the Community Legal Advice leaflet 'No-win, No-fee Actions' for more information.



## Further help

### Community Legal Advice

provides free information direct to the public on a range of common legal problems.

Call 0845 345 4 345. If you qualify for legal aid, you can also get free advice from a specialist legal adviser about benefits and tax credits, debt, education, employment and housing. You can also find a local legal adviser or solicitor.

Click [www.communitylegaladvice.org.uk](http://www.communitylegaladvice.org.uk) to find out more.

### Trading standards

Your local trading standards department is listed in the phone book, either under 'trading standards' or in the listings for your local council.

You can also find trading standards and general consumer information and advice at [www.tradingstandards.gov.uk](http://www.tradingstandards.gov.uk)

### Consumer Direct

This is a phone- and internet-based consumer advice service.

phone: 08454 04 05 06, 8am to 6.30pm weekdays, 9am to 1pm Saturday.

[www.consumerdirect.gov.uk](http://www.consumerdirect.gov.uk)

### Office of Fair Trading (OFT)

phone: 08457 2244 99

[www.oft.gov.uk](http://www.oft.gov.uk)

### Trustmark

[www.trustmark.org.uk](http://www.trustmark.org.uk)

### Chartered Institute of Arbitrators

phone: 020 7421 7444

[www.arbitrators.org](http://www.arbitrators.org)

### British and Irish Ombudsman Association (BIOA)

phone: 020 8894 9272

[www.bioa.org.uk](http://www.bioa.org.uk)

### The Court Service website

For copies of forms and leaflets, contact your local court (see under 'Courts' in the phone book).

[www.hmcourts-service.gov.uk/](http://www.hmcourts-service.gov.uk/)

## The Community Legal Service

The Community Legal Service has been set up to help you find the right legal information and advice to solve your problems.

You can get help through a national network of organisations including Citizens Advice Bureaux, Law Centres, many independent advice centres and thousands of high-street solicitors. All of these services meet quality standards set by the Legal Services Commission. Look for the Community Legal Service logo, shown below.

Many of the organisations offer some or all of their services for free. If you cannot afford to pay for advice you may be eligible for financial support through the Community Legal Service Fund (Legal Aid). You can order leaflets about funding from the LSC Leaflet line on 0845 3000 343. You can also use a Legal Aid eligibility calculator on the website: [www.communitylegaladvice.org.uk](http://www.communitylegaladvice.org.uk).

Community  
Legal Service



## The Legal Services Commission (LSC)

The Community Legal Service and the Community Legal Service Fund are managed by the Legal Services Commission. To find out more about us visit our website at [www.legalservices.gov.uk](http://www.legalservices.gov.uk) or find the details for your local Legal Services Commission office in the phone book.

legal services

COMMISSION

The leaflets are also available online at: [www.communitylegaladvice.org.uk](http://www.communitylegaladvice.org.uk)

- 1 Dealing with Debt
- 2 Employment
- 3 Divorce and Separation
- 4 Renting and Letting
- 5 Buying and Selling Property
- 6 Losing your Home
- 7 The Human Rights Act
- 8 Claiming Asylum
- 9 Welfare Benefits
- 10 Wills and Probate
- 11 Dealing with the Police
- 12 No-win, No-fee Actions
- 13 Problems with Goods and Services
- 14 Medical Accidents
- 15 Equal Opportunities
- 16 Racial Discrimination
- 17 Personal Injury
- 18 Rights for Disabled People
- 19 Community Care
- 20 Education
- 21 Immigration and Nationality
- 22 Mental Health
- 23 Alternatives to Court
- 24 Family Mediation
- 25 Veterans
- 26 Domestic Violence, Abuse and Harassment
- 27 Living Together and your Rights if you Separate
- 28 Dealing with Someone Else's Affairs
- 29 Care Proceedings
- 30 Neighbourhood and Community Disputes
- 31 Changing your Name

#### Advice Guides

- G1 A Step-by-Step Guide to Choosing a Legal Adviser
- G2 A Step-by-Step Guide to Legal Aid

The leaflets are also available in Welsh, Braille and Audio.

To order any of these leaflets contact the LSC leaflet line on **0845 3000 343** or email [LSCleaflets@ecgroup.co.uk](mailto:LSCleaflets@ecgroup.co.uk) or fax 020 8867 3225.



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