

Trading Standards



BUYING SERVICES - A GUIDE TO THE SUPPLY OF GOODS AND SERVICES ACT 1982

This act applies to most situations where you ask a trader to do work for you. The amount of money involved may be relatively small, such as a repair to a video recorder or very large, such as the building of an extension, but all such contracts are covered by the Supply of Goods and Services Act 1982.

YOUR RIGHTS

When you ask a trader to do work for you, the job should be done;

- with reasonable care and skill
- in a reasonable time (if no specific time has been agreed)
- for a reasonable price (if no price was agreed in advance)

AND any goods used or parts fitted as part of the contract must be;

- of satisfactory quality
- fit for their purpose
- as described.



If the supplier of the service fails any one of these conditions set out in the Act, he or she may be in breach of contract.

WHAT TO DO IF THINGS GO WRONG

When you find that work carried out is not satisfactory, or costs more than was agreed or takes too long, you may be able to claim compensation. Unlike buying goods, it is not so easy to reject the whole job and ask for all your money back (although you should consider this if you can show that the workmanship was so poor that you got no benefit from it at all).



- **Work not done on time.** When work is not completed on time or in a reasonable time you can write to the trader to make time '**of the essence of the contract**'. This means that you set a specific date for the work to be done, after which you will consider the trader to be in breach of contract and will be free to get other estimates and have the work completed by another trader.

- **Work not satisfactory.** It is usually considered reasonable to give the trader a chance to put things right – the amount of compensation you can claim for poor workmanship could be affected if you unreasonably refuse to allow the trader an opportunity to make amends. Tell the trader straight away if you are unhappy with the work done and confirm it in writing with a list of the specific problems to be sorted out.
- **Unauthorised work.** If you have agreed for particular work to be done and the trader goes ahead with additional work without authorisation, in theory you do not have to pay for the extra work. However, more practical solutions may be to;
 - accept the need for the extra work and pay if it seems reasonable
 - ask the trader to undo the work
 - negotiate a price for the work, taking into account that it was not authorised. You may have to pay under protest to get your goods back and then take legal action to claim compensation.

- **Withholding payment.** If you are not happy with the work, you may want to think about withholding some of the payment. You will have to decide whether to pay some of the bill and keep back enough to pay to put the work right or to delay the whole payment. It is important to tell the trader what you are doing and why. It is always advisable to tell the trader in writing that you are withholding payment. Be reasonable and be prepared to negotiate. It is very important to remember that if you fail to pay for work done, the trader may argue that you are in breach of contract and take court action against you. For them to succeed in their claim they would have to show on a balance of probabilities that the money is owed – ie, that the work has been done.



- **The price is very high** – If you were informed of the price at the outset and you agreed to this there is really nothing you can do. If no price was agreed then you need only pay a ‘reasonable’ price. A ‘reasonable’ price for a job can be determined by getting quotes for the same job from a number of other traders that do the same type of work in the same location and are businesses of a similar size. If you do this and find that you have been overcharged you can sue the trader for the difference in the County Court.

HOW TO MAKE A COMPLAINT

- Contact the trader as soon as possible after finding the problem.
- Gather evidence of the breach of contract. Take photographs or use a camcorder. If you have to pay for an expert report to use in court you should try to get agreement from the trader on which one to use. Write a letter to the trader to suggest this so you can show you have tried, but if he refuses or you cannot agree you may need to get a report anyway. If you do not try to get such an agreement the judge may not let you claim for the cost of the report.
- Negotiate.
- If this fails put your complaint in writing to the seller.

- Find out how much it will cost to put the matter right. This may mean that you have to get quotes from other traders. It is possible that the cost of putting the faults right is more than the original cost of the job. For example, if you employ a trader to lay a tiled floor and he or she makes a very poor job of it, the cost of putting it right may include the cost of removing the tiles fitted, the cost of new tiles and the cost of laying those new tiles. The original trader may be liable for all these costs.

These extra costs are called consequential losses that have arisen because of the original breach of contract, that is the failure to carry out the work with a reasonable amount of care and skill.

When finding out how much it will cost to put a matter right it is important to remember that you are under a duty to keep those costs as low as possible. This means that if some of the work done by the trader was of an acceptable standard or if the materials can be reused, you must take account of this when making your claim.

- If you do not receive a suitable response from the seller you may have to consider enforcing your rights using the Small Claims Track of the County Court.

Keep a record of times and dates of conversations. Get the name of the person you speak to. Keep copies of all letters.

BEFORE AGREEING TO WORK BEING DONE

- Get several quotes – shop around.
- Ask to speak to previous clients and ask to see previous work.
- Try not to pay money up front. If a large sum of money is involved try to agree staged payments so you pay for work as it is completed.
- Try to use a credit card to pay at least a deposit for the work if the price of the contract is between £100 and £30,000. Your credit card provider will then be liable for the contract in exactly the same way as the trader.
- Try to find out if the trader is a member of any trade associations. Some trade associations run schemes that take steps to resolve disputes with their members thus avoiding the need to take court action.
- Try to get a contract in writing. Verbal agreements can be very hard to prove if you end up having to go to court.



It is very important to remember that a legally binding contract can be agreed verbally. You do not need to have signed anything to have a legally binding agreement.

FREQUENTLY ASKED QUESTIONS

I HAVE SIGNED A CONTRACT AND NOW I HAVE FOUND OUT I CAN GET THE WORK DONE CHEAPER, CAN I CANCEL?

No, you will have entered into a legally binding agreement with the trader. You will not be able to cancel unless the contract or trader says that you can.

A REPAIRMAN HAS CHARGED ME A £50 CALL OUT FEE, JUST TO TELL ME THAT THE APPLIANCE IS UNECONOMIC TO REPAIR - CAN HE DO THIS?

Yes, if this was agreed at the outset. If no price was agreed then the call out fee must be reasonable.

I WANT THE TRADER TO COME BACK AND RECTIFY FAULTS. BUT I CANNOT FIND THEM?

If a limited company goes out of business there is nothing you can do to make a claim against them. If you were dealing with a sole trader or partnership you will have to find them. This may be very difficult. If you have made a payment using a credit card you may be able to make a claim against your credit card company.

I HAVE TAKEN MY CAR FOR A REPAIR BUT THEY HAVE NOT DONE IT PROPERLY - I HAVE REFUSED TO PAY, BUT NOW THEY WILL NOT GIVE ME MY CAR BACK?



You may have to pay under protest to get your car back. The garage may argue that they have a 'lien' over the goods until an agreement is reached about payment. Make sure that you make it clear to the trader at the time that you are paying under protest – in writing is best – and take up your claim against them once you have your goods back.

Trading Standards Website: www.tradingstandards.gov.uk/kent

For further consumer advice please call Consumer Direct on the local rate number given below

08454 04 05 06

