

GUARANTEES OR WARRANTIES

When buying goods and services, we are all used to being told that what we've bought is covered by a 'guarantee' or 'warranty'. But what does this mean, and what benefit can we expect to receive if we have to make a claim for faulty goods or shoddy workmanship?

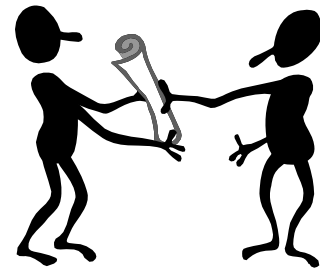
WHAT IS A GUARANTEE?

A guarantee is most often issued by the manufacturer of goods such as electrical equipment, or by a company that has provided a service, such as replacement windows. It is normally provided free of charge at the time you buy the goods or services.

A guarantee is considered in law to be an agreement to provide some benefit for a set period of time in the event of the goods or services being defective. Usually, the guarantee undertakes to carry out free repairs for problems that can be attributed to manufacturing defects.

Manufacturers are not legally obliged to provide you with a guarantee, but if they do, it must be in plain English and clearly explain how to make a claim.

Guarantees given by retailers or manufacturers after 31/3/2003 are legally binding contracts. Guarantees issued before this date are unlikely to form part of a contract and are not likely to be enforceable in court.



WHAT IS A WARRANTY?

A warranty provides the same sort of cover that a guarantee does, but often you have to pay extra for it - for example, many electrical stores offer a warranty for cover against the cost of repairs and replacement parts for up to five years after purchase.

Effectively, these sorts of warranties are insurance policies, issued by and underwritten by insurance companies. Just to confuse matters, these can sometimes be known as 'extended guarantees' or 'extended warranties'!

Think carefully before buying an 'extended warranty or guarantee'. Read the terms and conditions carefully and look to see what is actually covered. Compare it with the manufacturers guarantee. Shop around as prices can vary considerably.

WHAT LEGAL PROTECTION DO I GET WITH WARRANTIES AND GUARANTEES?

As both are contracts, warranties and guarantees give you the right to make a legal claim against the person issuing them (guarantees are contracts because the Sale and Supply of Goods to Consumers Regulations 2002 say that they are). This means that if the manufacturer refuses to honour the warranty or guarantee, you can take them to court to force them to meet their promises.

For example, if the company that issued the warranty will not carry out a repair within a reasonable time when the guarantee says it will, you could sue for the cost of employing someone else to put the problem right.

However, it is important to remember that both warranties and guarantees are in addition to your statutory rights under either the Sale of Goods Act 1979 (as amended) or the Supply of Goods and Services Act 1982 (as amended). If you have problems with goods or services, it is best to go back to the company from which you bought them, as the law considers them to be responsible for any problems under their contract with you.



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

