

Consumer Action Pack



Creating informed, confident consumers

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East of England
CO-OPERATIVE SOCIETY

Suffolk Consumer Support Network

CONSUMER ACTION PACK

This Consumer Action Pack contains practical and legal advice to help you resolve your consumer problems.

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What the law says when you buy goods

As a consumer you have rights under:

- Sale of Goods Act 1979 (as amended)
- Sale & Supply of Goods & Services to Consumer Regs. 2002

If you buy new goods from a trader, the law says they must be:

OF SATISFACTORY QUALITY

This means that goods must work and do their job. They should normally be free from minor defects, have a reasonable appearance & finish, be safe & be durable. But remember, cheaper goods may not be the same quality as something more expensive.

FIT FOR THE PURPOSE

This means that if you ask for something for a particular purpose, i.e. paint for the radiators, the goods must do that job.

AS DESCRIBED

Any description given - whether by the seller, in an advert or on the packaging – must be right. If you are told shoes are leather they must not be plastic. If you choose fabric from a sample, the finished goods must match the sample.

If you buy **second-hand goods** from a trader the same rules apply but you must consider the age of the goods. You must expect a degree of wear and tear relative to their age.

If you decide to buy new or **second-hand goods** after being told they have specific faults, you are expected to accept them with these faults. If the faults are obvious, i.e. a scratch on a car, you are also expected to have noticed and accepted the fault.

If you buy **goods in a sale**, you have the same rights that you would have had if you had paid the normal price.

If you order goods **by post, telephone, fax or via the Internet** you have a 7-day cooling off period, once the goods have arrived, in which you can cancel the contract. Further information about this can be found on page 8.

If the goods become faulty during use your rights depend upon the fault having been present, although this may not be obvious when the goods were bought. All goods will be affected by normal wear and tear.

IMPORTANT

- If you have damaged or misused the goods, you have no rights at all.
- Nothing lasts forever, all goods will wear out in time.
- No notices or small print can take away your basic consumer rights.
- If you buy goods privately, you have fewer rights.

If the goods don't meet these four rules:

- If you have used them only a few times or haven't had a reasonable opportunity to check them, you are probably entitled to a refund for a fault, or a misdescription or **alternatively you may request a replacement**.
- If the fault is only minor and can easily be put right it is reasonable to accept a repair. This won't stop you claiming a **replacement or refund** if the repair turns out to be unsatisfactory.
- If you have used them more than a few times or have had a reasonable opportunity to check them you are probably still entitled to a **repair or replacement** for a fault.
- A repair should be carried out within a reasonable period of time and **without causing you significant inconvenience**. Any repair should restore goods to a satisfactory condition. If this does not happen you are entitled to a replacement or **compensation**. This could be a sum of money or the cost of having somebody else repair the goods.

If the goods cannot be replaced or repaired economically you are entitled to a refund. The seller may make a reduction from the price you paid to allow for the use you have had from the goods.

If the goods have damaged anything else or you are out of pocket in any other way, you may be entitled to compensation over and above the price of the goods.

Remember, if you are entitled to a **refund, replacement, a repair or compensation** it is the seller who must sort out your problem. **The seller cannot tell you to go back to the manufacturer.**

IMPORTANT

- If you bought on credit you may be able to claim against the finance company. See p.15 “**Buying on credit**”.
- You have no rights if you simply change your mind about the goods. However some sellers do give refunds on this basis - check before you buy!
- You have no rights if you simply chose the wrong size or type of goods for your needs.
- You **may** have no rights if **you** give the trader incorrect information, i.e. size or measurement, colour.
- Read all instructions: some goods need to be used and looked after in a specific way.
- Fair wear and tear is **not a fault**.
- Your rights cannot be taken away by anything written into a notice, a receipt, a warranty or a guarantee.



What the law says when you buy services

- As a consumer you have rights under the Sale and Supply of Goods and Services Act 1982.

If you ask a trader to carry out a service for you, i.e. repair a washing machine, fit some flooring, or build an extension the law says it must be done:

WITH REASONABLE CARE AND SKILL

This means the work must be carried out properly and to a satisfactory standard. For example, if you have had new windows fitted they should not start leaking.

WITHIN A REASONABLE TIME

This means the work must not take an excessive amount of time. If you agreed a set time with the trader, the job should not take longer than this.

FOR A REASONABLE CHARGE

This means that the trader must not charge an excessive amount for the work. If you agreed a fixed price, the trader cannot charge more than this price and you cannot complain later if you find you could have paid less elsewhere. It is your responsibility to shop around.

Quotes & estimates

- an estimate can go up or down but should not change greatly from the original price given.
- a written quotation is a fixed price for an agreed job and cannot change at all.

The law also says that if GOODS are supplied:

as part of a service – e.g. an exhaust fitted to a car, or
on hire e.g. a dress for special event, or a car for a weekend break

The goods must be:

Of satisfactory quality

Fit for the purpose

As described

See p.3 What the law says when you buy goods

IMPORTANT

If the trader is negligent and damages your goods or property, you can claim **compensation**.

Collect together any paperwork that came with the goods. Such as instructions, leaflets, packaging, invoices and any guarantee agreements you hold.

NO notices or small print can take away your rights.

If you buy the service over the internet or telephone see page 8.



Buying goods and services from home – including on the internet

The right to clear information

Before you decide to buy, the seller must give you the following information:

- The name of the trader, along with their postal address if you have to pay in advance.
- An accurate description of the goods or service.
- The price, along with any taxes and delivery charges if relevant, and how long the price or offer remains valid.
- Delivery arrangements (usually within 30 days unless you agree otherwise).
- Payment arrangements.
- The right to cancel the order (see below for details).
- Information about whether you will be liable for the cost of returning goods if you change your mind about them.
- For services provided over a period of time, such as a mobile phone contract, or a gas supply contract, you must be told what the minimum duration of that contract will be.

After you buy, the trader must also provide you with the following information:

- Written confirmation of your order (by letter, e-mail or fax etc) including the above information (see 'The right to clear information') if not already provided, say in a catalogue or advert.
- Written information on how to cancel, a contact postal address and details of any guarantees, warranties or after-sales services, if applicable.
- Details of how and when to end a contract for the provision of a service if there is no specified finish date or if the service lasts for longer than a year, i.e. gas or electricity supply, internet service providers etc.
- This information should be sent to you before, or soon after the time a service starts.

Your right to cancel, or the 'Cooling Off' period

The Distance Selling Regulations give you the right to change your mind and cancel an order within seven working days. If the goods do not arrive within the stated delivery time or within 30 days, you can cancel the order and request a refund of any money paid. If you do decide to cancel, then you should put this in writing, either by letter (a proof of postage certificate or even recorded delivery would be wise) or you can fax or e-mail. A telephone call is not sufficient unless both you and the trader agree otherwise. The time limits are:

For goods – seven working days after the day you received the goods

For services - seven working days after the day on which you agreed to go ahead with the agreement

If the trader has not provided you with the required information about your right to cancel, then the cooling-off period will be longer - take some advice on this, if necessary.

What isn't covered by this Cooling Off period?

- Goods that are made to order or are perishable. These will also include audio/video recordings, computer software if unsealed, newspapers and magazines.
- Services that are to be provided within 7 working days. If you have agreed that the service will start before the end of the cooling-off period you will not be entitled to cancel once the service has started, but the trader **MUST** tell you this in writing, otherwise you will be able to cancel (IMPORTANT: you might have other statutory cooling-off periods, depending on how the trader approached you, under the Consumer Credit Act or Doorstep Selling Regulations - get further advice if in doubt).
- Betting, gaming or lottery services.
- Financial services.

Note: Goods purchased in an internet auction are not subject to the Distance Selling Regulations.

Solving disputes

Once you have decided what your rights are, you will need to take a series of steps to solve your problem. It may seem a long procedure but it does work.

If you can, **stop using the goods**.

- **Check** there really is a fault – if instructions were supplied with the goods, read them carefully.
- **Be certain** that the fault was not caused by misuse, carelessness, normal wear and tear or by not following any instructions.
- If you can, **collect together** any documentation, instructions, leaflets, packaging etc. which came with the goods, or any contracts entered into, guarantee or invoice.
- You will need **proof of purchase**. If you do not have the receipt, you can use a credit-card voucher or cheque stub. Own-brand goods, or packaging may help prove where you bought the goods. Remember, it is **up to you** to show where and when you bought the goods. If all else fails, you have your word.

You will need to contact the trader straight away. Take the goods and any proof of purchase with you.

- If you cannot take the goods back to the shop, visit, phone or write to the trader. If you visit, take your proof of purchase with you. If you write, briefly set out the problem and ask the trader to get in touch with you. See the sample letter on p.16 Send your letter by **Recorded Delivery**. Include a **copy** of your proof of purchase. Don't send originals. Start keeping a record of what happens for future reference.
- Ask to speak to, or write to, the manager or owner. Explain your problem, keep **calm but be firm**. Make it clear whether you are looking for a repair, a replacement, a refund or compensation. You may still be entitled to a replacement or refund if a repair turns out to be unsatisfactory. Remember you **can't demand** something to which you're not entitled.
- If there is doubt about your claim, the shop may want to send goods back to the manufacturer for examination. Let them do this as it may help to sort out things, but ask how long it will take. The goods must come back within a reasonable length of time and **without causing you significant inconvenience**. If you feel you are entitled to a refund/replacement make it clear that the goods are not to be repaired without your agreement.

- Where goods have been supplied and fitted with a service, you can ask the trader to arrange for somebody to call and examine the goods or work carried out. This should be done within a **reasonable period** of say 7 to 14 days. The examiner may be from the shop, manufacturer, service department or, better still, be an independent expert. Make a note of the person's name, where they are from, anything they say about the problem. If they write a report, ask if you may have a copy.
- If poor fitting caused the fault, contact the fitter – this may or may not be the trader who supplied the goods.
- If the problem still remains, **you must** write to the trader. See the sample letter on p.17 Ask for the head office address and send them a copy of your letter as well. Send your letter by **Recorded Delivery**. **Keep a copy** of each letter.
- If the trader is a member of a Trade Association you may wish to contact the association as they can sometimes assist in settling any claim.
- If the trader replies and asks for more information, **be as helpful as you can**. This may help the trader resolve your problem. If the trader asks for receipts or other documents, send copies, not the originals. **Keep a copy** of any reply you send.
- If you get no reply to your letter, send the trader a **reminder**. See the sample letter on p.21 and send a **copy** of your previous letter. Remember to keep a copy of both letters. Send your reminder letter by **Recorded Delivery**.
- If the trader offers to do something, but not what you have asked for, you can either accept the offer or **negotiate** for a better one. Be reasonable in what you are prepared to accept. Sometimes it can be better to **compromise**. Only you can decide this. (**Keep a copy** of every letter you write)
- Many problems are resolved by this stage.
- If the trader doesn't reply to your letters, refuses to do anything or makes a **final** offer you are not prepared to accept, you may have to look for alternative courses of action which could include going to court. **Only a Court** can decide on an appropriate possible remedy. However, you are advised to **consider alternatives to Court** first. See p.22 for alternatives.
- Most claims can be settled in the County Court in England. This doesn't need to involve a solicitor. You can get further advice from your local CAB. See p.29 for details.

- If you decide to take the trader to court you will have to prove what the original fault was and that it was not due to fair wear and tear or misuse since purchase. For a service you will need to prove that the trader is at fault.

REMEMBER, COURT IS THE LAST RESORT.

Before you go to court, **think carefully**:

Ask yourself:

- Will I be able to find the trader? It is **your job** to find him/her.
- Have I got **evidence**? It is **your job** to prove your case.
- Has the trader got money to pay what the Court might award? It's not worth suing a person or limited company if they have gone bust.

If you have lost money on faulty goods, don't waste more money on a case you cannot win.



Using guarantees and warranties

If you have bought faulty goods or had shoddy work done and have a guarantee or warranty, you may be able to solve your problem by dealing with the company who issued it.

It may be better to follow this course of action if:

The retailer has gone out of business or has refused to sort out your problem.

You did not pay for the work that was carried out. For example, a damp course installed in your house for the previous owner.

Types of guarantees and warranties:

A guarantee or warranty from the manufacturer with the goods may enable you to claim a free repair or replacement within a set time.

An extended warranty may entitle you to reclaim the cost of repairs for a longer period of time.

If you have had home improvement work done such as damp coursing, you will probably have a long term guarantee which may cover you against faulty materials or work for up to 30 years. However this is only useful if the trader is still in business or the guarantee is backed by valid insurance.

If you have a guarantee or warranty read it carefully to make sure that:

- You fully understand it
- It covers your problem
- You are still in time
- It offers an acceptable solution
- You are willing to pay any extra costs involved

You may need to prove that the fault has been caused by something covered by the guarantee or warranty.

You may have to pay for any repair work yourself and then claim the money back from the company who issued the guarantee or warranty.

If you are worried about this or if the cost of the repair is high you should write to the company. Do this before you have any work done to check that they will re-imburse you.

IMPORTANT

- You may still have the option to use your buyers legal rights against the supplier (see under “the law and goods” page 3 and “the law and services” page 6).
- A free guarantee or warranty offered by a manufacturer or trader since March 2003 is legally binding. It should be written in English and must be made available for viewing on request. It must also state that this does not affect your legal rights.



Buying on credit

If you have bought faulty goods or had shoddy work done and either:

- **You paid by credit card** (even just the deposit) **OR**
- **The trader arranged credit for you**

As long as the goods or work cost £100.01 or more, you have extra rights.

The law makes the credit company responsible for faulty goods, poor quality work or inadequate services.

If you have a problem, contact either the trader or the credit company or **both**. If you bought on Hire Purchase (check your agreement it will have a title at the top saying either Hire Purchase Agreement regulated by the Consumer Credit Act or Conditional Sale Agreement Regulated by the Consumer Credit Act) you **must** contact the credit company, as they alone would be liable. If your agreement is entitled Consumer Credit Agreement regulated by the Consumer Credit Act then the trader and finance company are both liable so you can contact them both.

Once you have found out who you need to write to, whether it is just the finance company or the finance company and the trader, then use the procedure set out above. If you contact the credit company, write to the head office and give your account number. You can find the head office address and account number on your credit agreement or any statements they send you. See the sample letters we have enclosed, letters 3, 4 or 5. It shouldn't matter whether you have already paid **all** the instalments.

Again send all correspondence by **Recorded Delivery** and give a deadline for a response.

REMEMBER

You can claim against the trader, the credit company or both if the goods or work done have been paid for by credit card or by credit **arranged by the trader** and the cost of the goods or work was £100.01 or more. If you stop your credit payment, you break your side of the agreement and you could be sued and/or find difficulty getting credit in the future.

Sample letters

Here are six examples of letters that should help you to resolve your complaint:

Sample Letter 1 - Address to the seller

Dear Sir / Madam,

Sale of Goods Act 1979 (as amended)

On 25th October I bought a three-piece suite from you for £750 which is faulty. The problems are:

- One arm of the settee is loose
- There are a number of nails sticking out of the chairs and settee
- One of the cushions on the suite has flattened

I complained about this to you the day after the delivery and was told someone would call me. I have heard nothing since.

I wish to reject the goods and claim a replacement/ refund.

Please respond to my complaint by (insert specific date).

Yours faithfully

A. Jones

Sample Letter 2 - Address to the supplier

Dear Sir/ Madam

Supply of Goods and Services Act 1982 (as amended)

On 25th January, you fitted double-glazing for £3,500 which, I have now discovered, is faulty.

The problems are:

- The bathroom window will not close properly
- The seals on the lounge have failed

I complained about this to you four weeks ago. Someone came out to look at the problem but I have heard nothing since.

I wish to claim a free repair/ replacement.

Please respond to my complaint by (insert specific date).

Yours faithfully

B.Smith

Sample Letter 3 - Address to the Finance Company

Dear Sir,

Account number 98765432
Sale of Goods Act 1979 (as amended)

On 25th October I bought a three-piece suite for £750 from A.N. Other Furniture, who arranged credit with you. I have discovered that the suite is faulty:

The problems are:

- One arm of the settee is loose
- There are a number of nails sticking out of the chairs and settee
- One of the cushions on the suite has flattened

I complained about this to A.N. Other Furniture, the day after delivery and was told someone would call me. I have heard nothing since.

I understand you have joint liability under S75 of the Consumer Credit Act 1974. As I have not received an appropriate response from A.N. Other Furniture, I wish to reject the goods and claim a refund from you.

Please respond to my complaint by (insert specific date).

Yours faithfully

A. Jones

Sample Letter 4 - Address to the Finance Company

Dear Sir,

Account No. 987654 666

Supply of Good and Services Act 1982 (as amended)

On 25th January, I bought double-glazing for £3,500 from A.N Other Windows, who arranged credit with you. I have since discovered that the double-glazing is faulty.

The problems are:

- The bathroom window will not close properly
- The seals on the lounge have failed

I complained about this to A.N. Other Windows four weeks ago. Someone came out to look at the problem but I have heard nothing since.

I understand you have joint liability under S75 of the Consumer Credit Act 1974. As I have not received an appropriate response from A. N. Other Windows, I wish to claim a free repair/ replacement from you.

Please respond to my complaint by (insert specific date).

Yours faithfully

B. Smith

Sample Letter 5 - Address to the Finance Company

Dear Sir/ Madam

Account No. 258469

Supply of Goods (Implied Terms) Act 1973 (as amended)

On 25th July, I entered into a Hire Purchase agreement with you to buy a used car.

The car was supplied by A N Other Motors to whom I have since reported the following problems:

- The car has failed to start on numerous occasions
- There is an oil leak

A N Other Motors have refused to do anything.

I understand that, under the above legislation, you have a responsibility to resolve the matter. I would therefore welcome your help in achieving this.

Please respond to my complaint by (insert specific date).

Yours faithfully

A. Jones

Sample Letter 6

17th December

Dear Sir / madam,

Account number 123456

I wrote to you on 21st November relating to the above account. I enclose a copy of that letter. I have not yet had a response.

I therefore feel that I have given you a reasonable opportunity to resolve my complaint. You have failed to do so.

Unless I hear from you by (insert specific date) I will have to consider taking court action. The costs of this action will be added to my claim.

Yours faithfully

A. Jones

Alternatives to court

Going to court to solve a problem can be expensive, stressful and time consuming but there are other ways of dealing with many types of complaint. Together, they are often called “alternative dispute resolution” and can include things like ombudsmen schemes. You may also need to know that some court rules now require you to think about whether alternative dispute resolution is a better way to reach an agreement before going to court.

How do I decide whether to use an alternative scheme to court?

This may depend on:

- the result you want
- what you can expect to achieve
- how you want to go about resolving your problem
- how willing the other side is to reach an agreement
- how quickly you want your problem resolved

What are the possible choices?

1. Grievance & complaints procedures

These are often the first stage of resolution for a complaint. See if the company or trader has a complaints procedure. This may be handled locally but it can be time-consuming and it may not be independent as it is handled by the company with whom you have a grievance.

2. Using an Ombudsman

Ombudsmen are independent “referees” who look at complaints about public and private organisations. They are free to use but won’t normally consider your complaint unless you have first used the complaints procedure of the company concerned.

3. Arbitration

Involves an independent arbitrator who will hear both sides of the argument and make a decision to resolve a problem. You and the other party must both agree if you want to go to arbitration. One example is the Association of British Travel Agents (ABTA)

4. Regulators

Taking a complaint to a regulator is free but they can only look at the way your complaint was handled, not at what you complained about. Some of the most important regulators are Ofgem, Ofwat, Ofcom etc

5. Going to court

If you have exhausted all choices and are still in dispute with a seller it may be the only option to start court proceedings. Further advice on this procedure is available from the court advisory service. See p.29 for contact details.

How much will it cost?

When working out how much it will cost to deal with a problem, you need to consider:

- fees or charges
- your own expenses e.g. travel, photocopying
- cost of legal help
- risk of not getting what you want

It is advisable to seek independent advice before deciding what method of resolving your problem is best for you. You can get independent advice from, for example,

- Citizens Advice Bureaux,
- Local law centre,
- Trading Standards / Consumer Direct
- A Solicitor

Resolving your problem - flow chart

Best Way to resolve your Problem

Stop using the goods. Check that there really is a fault

You need to have proof of purchase

Ring or visit trader.
Resolved?

YES

Complaint resolved!

Write to the Trader. Send by Recorded
Delivery and keep a copy

Is the response from the
Trader acceptable?

YES

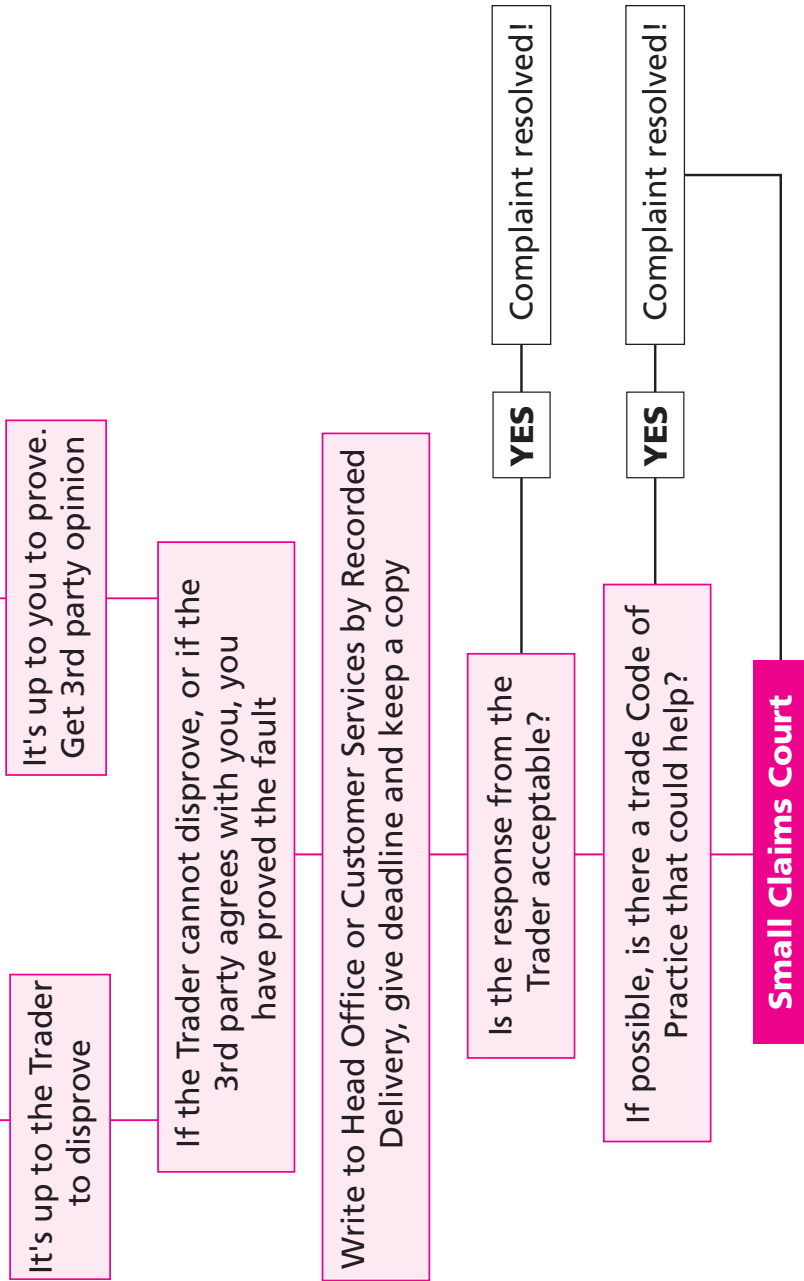
Complaint resolved!

If the Trader disputes your complaint,
it needs to be proved

Are you within
6 months of
purchase?

YES

NO



Useful sources of information and consumer leaflets

Consumer advice

Consumer Direct

08454 040506

www.consumerdirect.gov.uk

Utilities

Energywatch - For complaints regarding electricity suppliers

www.energywatch.org.uk

0845 906 0708

OFWAT (Office of Water Services) Water and Sewerage industry regulator

www.ofwat.gov.uk

Tel: 0121 6251 300

Consumer Council For Water - Water customer representation for complaints with regional water companies.

www.ccwater.org.uk

Telecommunications and Internet

OFCOM (formerly known as OFTEL)

Regulator for UK Communications Industries, spanning, TV, radio, telecommunications and wireless communications.

Tel: 0207 981 3040

www.ofcom.org.uk

ICTIS - Independent Committee for the supervision of standards of telephone information services and regulatory body for premium rate telecommunications industry.

Tel: 0800 500 212

www.ictis.org.uk

E-consumer.gov

Gathering information and offering support to consumers with e-commerce complaints across 13 member countries.

www.econsumer.gov

Mailing Preference Services

OPT out Mail - 0845 703 4599
Fax - 0845 070 0702
Phone - 0845 070 0707

Other Government Organisations

ASA - Advertising Standards Authority

To promote and enforce highest standards of non-broadcast advertisements and overseeing industry Codes of Practice

Tel: 0207 492 2222

www.asa.org.uk

DEFRA - Department for Environment Food and Rural Affairs

Tel: 08459 33 55 77

www.defra.gov.uk

OFT - Office of Fair Trading

Tel: 08457 22 44 99

www.oft.gov.uk

DTI - Department of Trade and Industry

Tel: 020 7215 5000

www.dti.gov.uk

CAB - Citizens Advice Bureau

Tel: 01473 219777

www.citizensadvice.org.uk

Food

Food Standards Agency - Advice and updated information on food issues

Tel: 020 7276 8000

www.food.gov.uk

Environmental Health - Food hygiene and contamination issues

Call your local district council office

Motoring

RMIF - Retail Motor Industry Federation

www.rmif.co.uk

Consumer helpline number: 08457 58 53 50

Building/Home Improvements

Quality Mark - Scheme run by DTI offers free membership to traders and guidance for consumers choosing an approved trader

Tel: 08454 04 05 06

www.trustmark.org.uk

FENSA (set up by and formerly known as Glass & Glazing Federation)

Tel: 0870 780 2028

www.fensa.org.uk

Useful contact numbers

Suffolk Trading Standards

Endeavour House
8, Russell Road,
Ipswich
IP1 2BX

Telephone: 01473 264859
Fax: 01473 216850
Email: enquiries@tradstan.suffolkcc.gov.uk
Website: www.tradingstandards.gov.uk/suffolk

All consumer complaints and enquiries received by telephone are now handled by our partners at Consumer Direct.

Telephone: 08454 040506
Email: through website
Website: www.consumerdirect.gov.uk

Ipswich & District Citizens Advice Bureau

19 Tower Street
IPSWICH
Suffolk
IP1 3BE

Telephone: 01473 219777
Fax: 01473 286548
Web site: www.ipswichcab.org.uk

Felixstowe Citizens Advice Bureau

2-6 Orwell Road
FELIXSTOWE
Suffolk
IP11 7HD

Telephone: 01394 275958
Fax: 01394 275325

Mid-Suffolk Citizens Advice Bureau

Oak Cottage
5 Milton Road South
STOWMARKET
Suffolk
IP14 1EZ

Telephone: 01449 676280
01449 676060
Fax: 01449 675634
(please ring before faxing)

Haverhill CAB Centre for Voluntary Agencies

Lower Downs Slade
HAVERHILL
Suffolk
CB9 9HB

Telephone: 01440 704012
Fax: 01440 713212

Brandon Citizens Advice Bureau

11 High Street
BRANDON
Suffolk
IP27 0AQ

Telephone: 01842 811511
Fax: 01842 813116
Email: advice@brandoncab.co.uk

Sudbury Citizens Advice Bureau

Belle Vue
Newton Road
SUDBURY
Suffolk
CO10 2RG

Telephone: 01787 374671
Fax: 01787 881564

Newmarket Citizens Advice Bureau

Foley Gate
Wellington Street
NEWMARKET
Suffolk
CB8 0HY

Telephone: 01638 665999

Fax: 01638 668111

North East Suffolk (Lowestoft) CAB

The Advice Centre
36 Gordon Road
LOWESTOFT
Suffolk
NR32 1NL

Telephone: 01502 518510

Fax: 01502 515825

Leiston Citizens Advice Bureau

Suite 14
Colonial House
Station Road
LEISTON
Suffolk
IP16 4JD

Telephone: 01728 832193

Fax: 01728 832544

Website: www.leistoncab.org.uk

Mildenhall Citizens Advice Bureau

Willow House
40 St Andrews St
Mildenhall
BURY ST EDMUNDS
Suffolk
IP28 7HB

Telephone: 01638 712094

Fax: 01638 715567

email: mildenhall@brandoncab.co.uk

Bury St Edmunds Citizens Advice Bureau

The Risbygate Centre
Risbygate Centre
90 Risbygate Street
BURY ST EDMUNDS
Suffolk
IP33 3AA

Telephone: 01284 753675

01284 755039

(answerphone)

Fax: 01284 763056

Website:

www.burystedmundscab.org.uk

Beccles Citizens Advice Bureau

1 Ballygate
BECCLES
Suffolk
NR34 9NA

Telephone: 01502 717715

Fax: 01502 716212

Ipswich County Court

8 Arcade Street
Ipswich
Suffolk
IP1 1EJ

Telephone: 01473 214256

Fax: 01473 251797

Website: www.courtservice.gov.uk

Your questions answered

What happens if I lose my receipt?

It is enough that you have some proof of where and when you bought the goods from the trader

I've changed my mind about what I bought, can I have a refund?

Your consumer rights cover only faulty or misdescribed goods

What happens if the goods are faulty but the trader insists on giving me a credit note?

You have a right to a repair, replacement or a refund. Only accept a credit note if you want to purchase other goods from the same trader.

I can't find anything else I like so can I have money instead of the credit note?

You have no right to a refund once you have accepted a credit note.

The trader knows the goods are faulty but won't give a refund. Can he do this?

You have a right to a repair, replacement or a refund. Only accept an alternative if that's what you want.

Is it OK for a trader to display a notice saying "No refunds"?

These notices are illegal and cannot take away your rights.

My guarantee has run out so will I have to pay for repairs?

If the goods were faulty when purchased it doesn't matter when the fault was discovered. However, when you have had the goods some time, it may be difficult to prove that they were faulty when bought.



Is it OK for the trader to ask to send the goods back to the manufacturer for repair?

If you cannot prove what the fault is, this is a reasonable response from the trader.

What happens if the trader says the repair may take some time while parts are imported?

As long as the trader fixes the goods in a reasonable time and without causing you significant inconvenience you may have to accept some delay.

What happens if I bought the goods second-hand?

Second-hand goods must be in a reasonable condition for their age and the price you paid.

The trader pointed out the fault to me when I bought the goods but I didn't take much notice of what he said. Do I have any rights?

You cannot demand a refund or a repair for faults that were pointed out at the time of sale.

The trader says I must send the goods back to the manufacturer. Is he right?

The trader who sold you the goods is responsible for all problems.

The trader says I have only 14 days in which to make a complaint. Is he right?

You must complain as soon as you discover the fault, but there is no fixed limit.

Notes

All consumer complaints and enquiries received by telephone are handled by our partners at Consumer Direct.



We offer a telephone interpreting service. To use it, phone 08456 066 067. Leave your name, language and phone number and a translator will call you back.

我們設有電話傳譯服務，如欲使用，請撥電 **0845 6 066 067**，留下你的姓名、所用語言和電話號碼，便會有翻譯員回覆你的。

টেলিফোনে অনুবাদ প্রদান করার একটি ব্যবস্থা আছে। এটা ব্যবহার করতে হলে **0845 6 066 067** নম্বরে ফোন করে আপনার নাম, কোন ভাষায় কথা বলেন এবং টেলিফোন নম্বর বলুন তাহলে একজন অনুবাদকারী আপনাকে ফোন করবেন।

Caso deseje esta publicação em português ligue 08456 066 067. Será atendido por um gravador de chamadas. Queira por favor, deixar o seu nome, língua a traduzir e número de telefone e um tradutor telefonar-lhe-á em seguida.

If you would like this leaflet in large type phone **08456 066 067**.