

How to Complain:

**The Essential Consumer Guide to
Getting Refunds, Redress and Results!**

**1st & 2nd editions
update companion**



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The third edition of *How to Complain: The Essential Consumer Guide to Getting Refunds, Redress & Results!* includes some changes and additions to the first and second editions. On the following pages all the changes and additions are listed to bring your book up to date without having to purchase a new copy! The most important changes are to the Sale and Supply of Goods Act 1994 and the Supply of Goods and Services Act 1982 from 1st October 2015.

Chapter: Ensuring your complaints are effective

(replacement and additional paragraphs pages 11 -15)

Good English

Use good English! PLEASE! Poor grammar and spelling show you in as poor a light as the company to which you are complaining. You also won't be taken seriously and anything you have to say will be taken with a pinch of salt if you can't get your own house in order! The complaint handler may also make judgments about you, if you can't write well then you are unlikely to be able to take the matter further, to court for example. Ask for help from friends or family if necessary to help compose a letter.

Be formal. Use "Yours sincerely" when you know the person's name and "Yours faithfully" when Dear Sir or Madam. No "love from"s - I've seen it!

Don't write all in capitals. This is the equivalent of shouting which will not get you anywhere. Also it makes it very difficult to read so you will not be allowing the reader to see your complaint in the best light or get them in the mood to want to help!

Terms and Conditions

Make sure you read through the terms and conditions of your contract carefully before complaining about a service. Look at what you signed up for and whether anything has been breached. Remember that even if you think that the contract frees the provider from any blame that it is still possible that it could be in breach of unfair contract terms.

Negotiating

When negotiating amounts write "Without prejudice" on your correspondence, this means that the amounts cannot be used in court. Ensure that you don't put this on your other correspondence. Whilst you have legal rights, you also have a legal obligation to keep your claim reasonable.

Accepting repairs

If you accept a repair ensure that you state that you are reserving your rights under the Sale of Goods Act (prior to 1st October 2015, thereafter the Consumer Rights Act 2015).

This means that you can still claim full redress if the repair does not work or you are charged for it.

Returns

You are not obliged to take faulty items back to the retailer. However, your contract can require you to return goods to the place where you took possession of them, such as the retail shop. In this case the cost of return is your responsibility. Likewise, if you choose to return the goods to the original shop even though the contract does not require you to do so, then you have to bear that cost.

Why people fail in gaining redress (replacement paragraph page 16)

2) You don't know your legal rights. The main ones you need to know are The Sale of Goods Act 1979 (amended to the Sale and Supply of Goods Act 1994) and The Supply of Goods and Services Act 1982. Items should be of satisfactory quality, be fit for purpose, be as described and last a reasonable length of time. Your contract is always with the company that sold you the item. Services should be undertaken

with reasonable skill and care and within a reasonable length of time. This is the same under the Consumer Rights Act 2015 from 1st October 2015. See Consumer Rights chapter for further details.

Common fob offs: (replacement paragraph page 18)

“We do not give refunds” signs like this are illegal and you can report them to Trading Standards. Traders do not have to give you a refund if you have simply changed your mind about a purchase or the jumper didn’t fit for example, but if the item is faulty you are legally entitled to a full refund, (unless the fault was pointed out at time of purchase). This right is in place (until the time that you are deemed to have “accepted” the goods. “Accepted” is generally thought to be up to 4 weeks after purchase until 1st October 2015. Thereafter the Consumer Rights Act 2015 states that the right to reject goods lasts for 30 days unless the expected life of the goods is shorter, as with highly perishable goods.

“You caused the fault” As a general rule of thumb, if an item breaks up to 6 months from purchase then it is up to the trader to prove that the fault was caused by you and was not there at time of purchase and therefore you are legally entitled to the full refund, repair or replacement. From 1st October this 6 month rule is set in the Act.

Why people fail in gaining redress (additional section page 18)

Call Centres

I asked on my Facebook page what people hated about call centres and without doubt the top hates were:

- speaking to people in different countries where communication was difficult
- call centre staff just reading from a script
- call centre staff hanging up on calls
- music playing
- refusal to give names
- being passed from one department to another
- call centre staff not knowing the answer to questions
- refusal to pass you to someone senior
- having to go through all the options before you get to speak to someone....

It would appear most of us don’t have a good word to say about call centres.

The inside information from call centre staff

Interestingly people who had worked in call centres gave some insight into why we get some of the problems. Here are some reasons:

Some of this information came from a member of staff from a very big well known company as well as from call centres!

- The call queues waiting times are specifically designed to be long enough to encourage you to ‘give up’. You will wait a designated ‘minimum time’ even if agents are available
- Queue messages are designed to discourage you - “you are 457th in the queue” or plainly tell you to go away “many common issues can be resolved by visiting our web site at xxx.com” – and they will become increasingly discouraging as time passes
- Response scripts are specifically designed to restrict what call handlers can do and, ideally, convert a call into a new sale. ‘Escalation’ paths for calls are specifically designed to delay or avoid resolution
- Staff are given average call times
- Passing the call on to another employee counts as a conclusion to the call (even when the caller

- is placed in another long queue elsewhere in the organisation)
- The computer systems used are terrible - not all data is available since the call centre is not really the company you are calling.
- The call centre staff are not trained to give you satisfaction but to simply get close to their required percentage success.

What can you do?

I tend not to use call centres because they are generally so diabolical. I write. Where the matter is not urgent and this is a possibility I always advise writing. Be clear, concise and polite. Make sure you have all the details and list the issues. Ensure you include all your account details. If you do not get a satisfactory response write to the CEO. You can find email contact details at www.ceoemail.com. For most companies you can consider taking the matter to the relevant ombudsman, e.g. Energy Ombudsman, CISAS, Financial Ombudsman etc. You need to wait until 8 weeks after you start the complaint or request a “deadlock letter”. This is a letter from the company stating that they will not communicate further on the matter.

If you have to ring, be polite, get the name of the person you are speaking to as soon into the conversation as you can. Make a note of the start and finish times of calls, including the length of time you were on the phone. If the person keeps repeating what they are saying and it is of no help ask to speak to a supervisor - you may or may not get this but note everything down. Ask them to send you confirmation on anything they have agreed, if possible whilst you are still on the ‘phone. Be clear and assertive (not aggressive) in what you want and provide deadlines for this. Under the Supply of Goods and Services Act 1982 (Consumer Rights Act 2015 from 1st October 2015) you are entitled to services to be carried out with reasonable skill and care. Leaving you on the ‘phone and not answering queries or providing you with the service you are paying for is a breach and tell them so. Asserting your legal rights often gets you taken more seriously and you are more likely to get the call escalated. Follow up all bad experiences with a call centre with a letter/email of complaint detailing the problems and the issues with the call (as well as your original complaint) and assert your legal rights. You should find you get some redress!

Helplines

A key point to note is that there is now a prohibition on not providing basic rate numbers for post-contract customer helplines. (Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013). Where traders offer telephone helplines for consumers to contact them about something they have bought, there should be a number available for the consumer to call for this purpose at no more than the basic rate. Financial services companies are not affected by this change. But, the Financial Conduct Authority (FCA) is considering whether it could introduce similar measures for customers calling banks, insurance companies and investment brokers.

Alternative Dispute Resolution (additional section page 21)

From 9th July 2015 The EU ADR Directive comes into force. This compels the government to ensure that ADR schemes are in place.

ADR is a process that enables disputes between a consumer and a business to be settled via an independent mechanism outside the court system and can provide a quicker resolution. There are different forms of ADR:

- Arbitration - an impartial and independent third party will decide how to resolve your dispute. In most cases, the arbitrator’s decision is *binding* and cannot be challenged in court. Costs vary and sometimes arbitration is free as with IDRS and ACAS services.
- Adjudication - by ombudsmen and free to the consumer. Binding on the trader but not on you should you not agree and want to take the matter to court. For details of ombudsmen see the

relevant sector chapter.

- Mediation/conciliation - remains confidential and cannot be used in a later court hearing. The cost varies: in some instances it's free; in others, it can get expensive (See Useful Contacts chapter)
- Negotiation - used more in employment situations. You can choose to have a union rep or someone else present while you negotiate

Generally, arbitration is binding on both parties to the dispute; mediation/conciliation and negotiation are non-binding; and adjudication and ombudsmen schemes do not bind the complainant, but will be binding on the other side.

Comparison websites (additional section page 23)

A must for finding the cheapest deal. Use more than one comparison site as they do not all list every company. Tedious work but it can save up to hundreds of pounds. You can use these for insurance, broadband, tv, energy and banking.

Check the terms and conditions of the site and tick the box that says you don't want to be contacted by anyone! It could be considered an Unfair Contract if the site states that it is not responsible for the information it provides. Check how the results are presented from one site to another and that the actual cover is the same.

At the time of going to print, Ofgem is changing its voluntary code of practice for price comparison websites to prevent them from displaying products on which they earn commission more prominently than those on which they don't. The new Code requirements will come into effect from 1st April 2015 with the exception of those relating to supplier ratings and the Warm Home Discount (1st May 2015) and Personal Projection requirements (1st June 2015).

Comparison websites 'accredited' by Ofgem must prominently list the energy companies from which they receive commission on sales, as well as clearly stating that they earn commission on certain tariffs. The websites will no longer be allowed to limit by default the tariffs that a consumer sees when making a search. Websites need to display all tariffs available to a consumer regardless of supplier. Sites that comply with the code are listed as 'accredited' by Ofgem and can display related logos on their sites.

Ofcom also has an accreditation scheme and members of this are listed on their website (and included in the Useful Contacts chapter). The key requirements of the Ofcom Price Accreditation Scheme are that information presented to consumers must be comprehensive, accurate and transparent. Accredited price comparison websites must show a good selection of providers (covering at least 90% of the market) and enable consumers to rank according to price. There isn't a requirement to show absolutely all deals in the market. Given the large number of small providers in some markets, it may not be practical for a price comparison website to list all providers and options.

The guidance states that commercial arrangements must be transparent. Ofcom accredited price comparison websites must not discriminate against particular providers and, where a selection of packages is included, this should not result in an unfair or unbiased representation of an operator. Accredited price comparison websites are prevented from filtering results by commission payments.

The FCA (Financial Conduct Authority) authorises and regulates some price comparison websites but it does not make recommendations. It undertook a review of comparison websites earlier this year and followed them up to ensure that they had addressed the specific issues identified. If any of them have not done so it will use the full range of regulatory tools available as appropriate. The FCA uses a wide range of enforcement powers - criminal, civil and regulatory - to protect consumers and to take action against

firms or individuals that do not meet its standards. You can search for companies regulated by the FCA on the register on its website.

Chapter: Consumer Rights

The consumer bill (replacement section page 24)

The Consumer Rights Act 2015

This Act comes into force from 1st October 2015, when the following Acts will be repealed/amended:

Supply of Goods (Implied Terms) Act 1973 will cover business to business contracts and consumer to consumer contracts only.

Sale of Goods Act 1979/ Sale and Supply of Goods Act 1994 will still apply to business to business contracts and to consumer to consumer contracts.

Supply of Goods and Services Act 1982 will cover business to business contracts and consumer to consumer contracts only.

Sale and Supply of Goods to Consumers Regulations 2002 will be replaced

Unfair Contract Terms Act 1977 will cover business to business and consumer to consumer contracts only.

Unfair Terms in Consumer Contracts Regulations 1999 will be replaced.

The sale and supply of goods

The person transferring or selling the goods must have the right to do so and the goods must be of a satisfactory quality. Goods must be of a standard that a reasonable person would regard as satisfactory.

Quality is a general term, which covers a number of matters including:

- fitness for all the purposes for which goods of that kind are usually supplied
- appearance and finish
- freedom from minor defects
- safety
- durability

In assessing quality, all relevant circumstances must be considered by the retailer, including price, description, and their own or the manufacturer's advertising. Goods must:

- be fit for a particular purpose. When you indicate that goods are required for a particular purpose, or where it is obvious that goods are intended for a particular purpose and a trader supplies them to meet that requirement, the goods should be fit for that specified purpose.
- match the description, sample or model. When you rely on a description, sample or display model the goods supplied must conform
- be installed correctly, where installation has been agreed as part of the contract.

The consumer can reject the goods within 30 days unless the expected life of the goods is shorter e.g. highly perishable goods. You can also choose repair or replacement in this time and up to 6 months after purchase as it is assumed that the fault was there at the time of delivery unless the trader can prove otherwise or unless this assumption is inconsistent with the circumstances (for example, obvious signs of misuse).

If more than six months have passed, you have to prove the defect was there at the time of delivery. You must also prove the defect was there at the time of delivery if you exercise the short-term right to reject goods. Some defects do not become apparent until some time after delivery, and in these cases it is enough to prove that there was an underlying or hidden defect at that time.

All these rules also apply for distance selling and digital goods.

The Act defines 'digital content' as meaning 'data which are produced and supplied in digital form'.

Therefore a huge array of digital-format products fall within this definition such as:

- computer games
- virtual items purchased within computer games
- television programmes
- films
- books
- computer software
- mobile phone apps
- systems software for operating goods - for example, domestic appliances, toys, motor vehicles, etc.

In many cases digital content is supplied in a format that can be physically touched such as a Blu-ray disc containing a film. Increasingly, however, digital content does not have a tangible form - for example, a film downloaded to a computer or a virtual car purchased when playing a computer game.

The supply of services

A contract is an agreement consisting of an offer and acceptance. When a consumer buys services from a trader, both parties enter into a contract which is legally binding. In order for a term to be binding it must clearly be part of the contract and be legal. Terms given to a consumer after the contract is made are not part of the contract and they have no effect. A contract can be verbal but it is advisable to detail important terms in writing so there can be no dispute later on.

All services should be carried out:

- with reasonable care and skill.
- information given verbally or in writing to the consumer is binding where the consumer relies on it.
- the service must be done for a reasonable price (if no fixed price was set in advance)
- the service must be carried out within a reasonable time (if no specific time was agreed)

Unfair contracts

The Consumer Rights Act contains equivalent rights and protections to the Unfair Contract Terms Act 1977 and the Unfair Terms in Consumer Contracts Regulations 1999. This means that, though there may be some technical differences in the way these aspects are implemented, from a consumer's point of view there would be no difference – under the Consumer Rights Act the consumer may argue that a term is unfair in the same way as they would have under the aforementioned Acts.

The law creates a 'fairness test' to stop consumers being put at unfair disadvantage. A term is unfair if it tilts the rights and responsibilities between the consumer and the trader too much in favour of the trader. The test is applied by looking at what words are used and how they could be interpreted. It takes into consideration what is being sold, what the other terms of the contract say and all the circumstances at the time the term was agreed. There is an exemption for the essential obligations of contracts – setting the price and describing the main subject matter – provided the wording used is clear and prominent. There is also an exemption for wording that has to be used by law.

The Consumer Rights Act 2015 (parts which come into force 27th May 2015)

Lettings

- lettings agents are required to include a description of each fee which explains the service that is covered by the cost or the purpose for which it is imposed.
- as the list of fees covers charges to both landlords and tenants this improved transparency will highlight where agents are charging both parties for the same service.
- these requirements will prevent an agent drip feeding fees to tenants meaning consumers will be more confident about the charges they will be expected to pay when renting a property and it should also

encourage more competitive letting agents' fees.

Ticketing

- requirement for additional information to be provided to the consumer by the seller, including seat number (if applicable), the face value and any restrictions that apply to who may use the ticket.
- requirement for operators of secondary ticketing platforms to report illegal activity relating to the secondary sale of tickets if they become aware of it.
- Requirement for the Government to carry out a review of the secondary ticketing industry and report within 12 months of these provisions coming into force (i.e. by 27 May 2016)

Contracts (Rights of Third Parties) Act 1999 (additional Act page 31)

This legislation gives rights to anyone who was intended to benefit from the transaction. E.g. if someone buys a service as a gift for a friend and the service is not undertaken with reasonable skill and care either the recipient or the buyer of the gift can take action for breach of contract. (It must have been made clear that the service was a gift). Traders can use contract terms to exclude the rights of third parties so check terms and conditions.

The Enterprise Act 2002 (additional Act page 32)

This includes enabling enforcement bodies such as trading standards services to seek a court order preventing failure to comply with the civil and criminal provisions of various pieces of consumer protection legislation, including the Consumer Rights Act 2015. Failure to comply with such a court order can lead to a maximum penalty on conviction of an unlimited fine and/or two years' imprisonment.

EU directive 1999/44/EC (additional directive page 32)

Whether you bought the goods in a shop or online, under EU rules you always have the right to a minimum two-year guarantee period at no cost. This 2-year guarantee is only your minimum right. Other UK laws included here give you more cover but you may want to use the minimum right to add more fire to your complaint. To use this directive the goods must have been purchased within two years and you need to report the fault within two months of discovering it. The goods should show no signs of damage through your actions or misuse.

Provision of Services Regulations 2009 (additional Act page 35)

Traders must respond to consumer complaints as quickly as possible, and make their best efforts to resolve those complaints. They must respond to emails and letters of complaint and they must return 'phone calls. Where a complaint appears to be valid, the trader should put things right promptly. If the trader disputes liability, they should give a clear explanation of their reasons.

Sale of Goods Act 1979 and updated Sale and Supply of Goods Act 1994 (amendment page 36)

For purchases prior to 1st October 2015. For purchases after this date see The Consumer Rights Act 2015

Supply of Goods and Services Act 1982 (amendment page 37)

For purchases prior to 1st October 2015. For purchases after this date see The Consumer Rights Act 2015

Unfair Contract Terms Act 1977 (amendment page 38)

From 1st October 2015 this will cover business to business and consumer to consumer contracts only.

Unfair Terms in Consumer Contracts Regulations 1999 (amendment page 38)

From the 1st October 2015 this will be replaced by the Consumer Rights Act 2015.

Consumer laws covering purchases in the EU (additional paragraph page 40)

EU legislation is intended to give consumers across the EU equivalent rights. Each EU member state will use its own piece of law to implement an EU law, regulation or directive as appropriate. If a consumer in the UK makes a purchase in France, then French law will apply. This will give the same basic rights as UK law however there may be some differences. For detailed differences you should contact the European Consumer Centre (ECC) (See Useful Contacts chapter). ECC will also be able to advise on using Alternative Dispute Resolution or Small Claims Court action outside of the UK and within the EU.

Chapter: Buying Goods

(Replacement paragraphs page 41)

Every time you buy goods or services from any kind of retailer be that a shop, garage, online or any other type of retailer, you have entered into a contract. That contract is covered by law to protect both retailer and consumer. For purchases before 1st October 2015 the key law that consumers currently need to quote if something goes wrong is the Sale of Goods Act 1979, amended by the Sale and Supply of Goods Act 1994. Goods must be fit for purpose, of satisfactory quality and fit the description. "Does what it says on the tin" applies to all goods! If the item does not do these things then the retailer is in breach of contract and you are entitled to a full refund, repair or replacement. Items should last a reasonable length of time. From 1st October 2015 you need to quote the Consumer Rights Act 2015. Goods must be of a satisfactory quality, be fit for a particular purpose, match the description, sample or model and be installed correctly, where installation has been agreed as part of the contract.

For purchases before 1st October 2015 it is generally assumed that for items less than 6 months old which are faulty, the consumer should receive a full refund, repair or replacement (minus any depreciation of value from use, e.g. car used for a couple of weeks has had some use and will have depreciated in value). After a few weeks it is considered that you have accepted the goods and the retailer can offer just a replacement or repair. After 6 months it is for the customer to prove that the fault was there at point of purchase. This was only a guideline. When my son said that we should complain and take something back to a pound shop, even I drew the line! However, I believe that a washing machine should last longer than six months before developing a fault and therefore I would expect redress if it went wrong after that time and I would go to court if I didn't get it.

For purchases after 1st October 2015 things are more definite. The short-term right to reject goods lasts specifically for 30 days unless the expected life of the goods is shorter, as with highly perishable goods. The right does not apply in cases where the only breach relates to an incorrect installation of goods. The 6 months rule regarding burden of proof is set in the Act.

A refund may be reduced to take account of any use you have had from the goods. However, no deduction can be made for you having the goods simply because the trader has delayed in collecting them. Nor can a deduction be made where goods are rejected within six months of supply, except where the goods are a motor vehicle.

The Consumer Rights Act 2015 and The Consumer Protection Act 1987 also mean that you can claim against the manufacturer if the faulty item damages other items or causes personal injury. Anyone can claim. So should a faulty washing machine damage clothes, the consumer can gain redress from the manufacturer. You can also claim for loss of earnings, pain and loss of amenity. So if you are a chef and the item has damaged your fingers so that you cannot cook, you would be entitled to more compensation than someone who is able to work not using all their fingers. I would advise gaining legal advice from a solicitor when claiming compensation for personal injury.

You can also take your case to the Retail Ombudsman if the company is a member.

When purchasing items in the EU, you are covered by EU legislation which is intended to give citizens across the EU equivalent rights. Each EU member state will use its own piece of law to implement an EU law, regulation or directive as appropriate. France will have an equivalent piece of law, as will Germany, Spain, etc. If you make a purchase in France, then French law will apply. This will give the same basic rights as UK law however there may be some differences. For advice on these differences you should contact the European Consumer Centre (ECC) details for which are in the Useful Contacts chapter.

Common fob offs (replacement paragraphs page 48)

Too often a retailer will try and fob off consumers and not provide a full refund, repair or replacement. (See "Common fob offs"). In this case use one of the above templates and use the relevant line below for each fob off:

We do not give refunds – "Under the Consumer Rights Act 2015 (Sale and Supply of Goods Act 1994 for purchases made before 1st October 2015) I am legally entitled to a refund, repair or replacement. It is illegal not to give refunds where items are faulty and I have only had the item two weeks. Please ensure that that I receive a full refund within 7 days".

You/we will send it back to the manufacturer "Under the Consumer Rights Act 2015 (Sale and Supply of Goods Act 1994 for purchases made before 1st October 2015) my contract is with you and not the manufacturer".

You will need to contact the delivery firm "Under the Consumer Rights Act 2015 (Sale and Supply of Goods Act 1994 for purchases made before 1st October 2015) my contract is with you and not the delivery firm".

You should have taken out a warranty "A warranty is wholly irrelevant in this case. Under the Consumer Rights Act 2015 (Sale and Supply of Goods Act 1994 for purchases made before 1st October 2015)" (fill in the relevant entitlement from above template.)

We don't take back items bought in the sale "Under the Consumer Rights Act 2015 (Sale and Supply of Goods Act 1994 for purchases made before 1st October 2015) I am entitled to a full refund unless the fault was pointed out at point of purchase and therefore contributed to the reason for the discount. This fault was not pointed out at point of purchase and therefore I am exercising my right under the aforementioned law to a full refund".

You caused the fault "Under the Consumer Rights Act 2015 (Sale and Supply of Goods Act 1994 for purchases made before 1st October 2015) I am entitled to items that are fit for purpose and are of satisfactory quality. I have had the item for (length of time) and therefore the onus is on the retailer to prove that I caused the fault or provide a full refund, repair or replacement".

You don't have the receipt so we can't give a refund "I have provided an alternative proof of purchase (detail, e.g. bank statement) which is sufficient evidence under the Consumer Rights Act 2015 (Sale and Supply of Goods Act 1994" for purchases made before 1st October 2015).

It is over 6 months so we do not need to give a refund "Under the Consumer Rights Act 2015 (Sale and Supply of Goods Act 1994 for purchases made before 1st October 2015) I am entitled to goods that last a reasonable length of time and a xxx should last longer than xxx months. The fault was clearly there at point of purchase/or has developed due to a fault at point of purchase because (describe)...."

Bespoke Items (amendment page 52)

Your rights under the Sale of Goods Act 1979/Consumer Rights Act 2015 are the same.

Chapter: Vehicles

New cars (amendments page 98)

You are covered by the Consumer Rights Act 2015 (Sale and Supply of Goods Act 1994 for purchases prior to 1st October 2015) and so if it is not fit for purpose, of satisfactory quality or doesn't fit the description then you are fully entitled to expect the retailer to come and pick up the vehicle and give you a full refund.

Second hand cars (amendments page 102)

However, when buying from a dealer you still have the same rights under Consumer Rights Act 2015 (Sale and Supply of Goods Act 1994 for items prior to 1st October 2015) and the car should be roadworthy.

When buying a second hand car from a private seller your rights under the Sale of Goods Act 1979/Consumer Rights Act 2015 still cover you.

Garage servicing (amendments pages 105 & 106)

The Consumer Rights Act 2015 (Supply of Goods and Services Act 1982 prior to 1st October 2015) covers vehicle repairs.

If a garage damages your vehicle then this is a breach of the Consumer Rights Act 2015 (Supply of Goods and Services Act 1982 prior to 1st October 2015) and the garage must pay to put the damage right unless it can prove it was not responsible. If the garage claims that it is not responsible for vehicles left in its possession it is in breach of the Consumer Rights Act 2015 (Unfair Terms in Consumer Contracts Regulations 1999 for servicing before 1st October 2015).

Bookings (amendment page 110)

Quote the Consumer Rights Act 2015 (or for bookings prior to the 1st October 2015 the Supply of Goods and Services Act 1982) which entitles you to food and service that reflects the establishment. Compare the place to a similar one serving similar food.

Chapter: Holidays and Flights

Denied Boarding Regulations update

The decisions made in the Huzar v Jet2 and Dawson v Thomson cases confirmed that routine technical difficulties are not extraordinary circumstances. Ron Huzar was delayed for 27 hours on a Malaga to Manchester flight. The delay had been caused by faulty wiring and Jet2 had claimed that this was unforeseen and categorised as an 'extraordinary circumstance'. In the Dawson v Thomson case, James Dawson was claiming for an eight-hour delay on a flight to the Dominican Republic in 2006; his claim was made in 2012. The airline refused to pay, citing the Montreal Convention, which limits claims to two years after an incident.

On the 31st October 2014 the Supreme court upheld the rulings at appeal. Delays caused by technical problems cannot be categorised as 'extraordinary' circumstances and airlines are liable for compensation. Consumers have up to six years after the flight to make qualifying compensation claims. A judge in Liverpool county court threw out applications in February 2015 by Jet2, Ryanair, Flybe and Wizz Air to keep claims on hold until a case in Holland about technical delays (Van der Lans v KLM) was decided. He stated that cases should be settled in line with existing passenger-rights rules.

Consumers who have had compensation claims rejected for either of these reasons can now re-submit the claims to the airlines as long as the delay was less than six years ago.

(addition page 139)

If the company refuses to pay out you can take your case to the Civil Aviation Authority (responsible for the enforcement of consumer protection rules around issues like cancelled flights) after eight weeks. However, even if it rules in your favour, as a regulator it cannot make airlines pay out. If your airline refuses to budge, the next step is to go to the small claims court.

By the Spring of 2016 the CAA hopes to have an ombudsman scheme in place.

Accommodation booked separately (amendment Page 140)

The Consumer Rights Act 2015 (bookings made prior to 1st October 2015 the Supply of Goods and Services Act 1982) would be used. If the accommodation overbooks or does not provide services with reasonable skill.

Chapter: Ebay

Ebay buyer (replacement (page 148)

However, if the item is bought from a business seller then you are covered by the Consumer Rights Act 2015 (Sale and Supply of Goods Act 1994 for purchases made before 1st October 2015) and if the item is faulty/misdescribed/not satisfactory then you are entitled to a full refund.

Chapter: Public Transport

Trains (amendment page 155)

You still have the Consumer Rights Act 2015 (Supply of Goods and Services Act 1982 prior to 1st October 2015) and the Rail Passengers' Rights and Obligations Regulations 2010. EC Regulation 1371/2007 strengthened the rights of rail passengers across the European Community.

Buses (addition and clarity page 157)

Unlike trains, there are no regulations covering bus services. However companies will have passenger charters and codes of practice which will detail how they deal with complaints.

When you complain, ensure you give as much detail as you can - times, dates, registration number of the bus, route number etc. Send copies of receipts/tickets etc. If the company insist that you send the original retain a copy.

London: Transport for London and bus companies do not have a standard compensation policy for compensation for bus delays and won't compensate for delays out of its control such as weather and traffic jams.

If you have any complaint about buses/bus drivers in London contact Transport for London. If you are dissatisfied with the response contact TravelWatch detailing why you remain unhappy. If you remain dissatisfied contact the Local Government Ombudsman.

Non London Outside London complain directly to the bus company. If not happy with the response you can contact the Bus Appeals Body. You can also contact the Traffic Commissioner for the area in which the company is based. (There are 7 Traffic Commissioners who are appointed by the Secretary of State for Transport. Their responsibility includes the licensing of the operators of heavy goods vehicles (HGVs) and of buses and coaches (public service vehicles or PSVs) and the registration of local bus services.

The Traffic Commissioner for Scotland deals with both appeals against decisions by Scottish local

authorities on taxi fares and with appeals against charging and removing improperly parked vehicles in Edinburgh and Glasgow.

Other useful information

Bus companies must adhere to regulations laid by the Traffic Commissioner and the 3 rules of the CPC (Certificate of Professional Competence) holder's licence, these are:

1. Professional Conduct
2. Good Repute
3. Financial Standing (for alternative transport arrangements)

If companies fail in any of the above you can write to the Commissioner. If you feel that a bus/coach/limo is unsafe you can write to the Driver and Vehicle Standards Agency (Until April 2014, The Vehicle and Operator Services Agency (VOSA)) or any of the bodies named above.

Under The Freedom of Information Act 2000 (for public transport) you can ask for a certified copy of the vehicle MOT, COIF (Certificate of Initial Fitness), Insurance documentation, Driver Daily Check sheet with name redacted and public liability certificate. You may not get these but it adds strength to your case.

Addition (page 158)

You can download a Passenger Rights App for your mobile from the Europa website (see Useful Contacts Chapter) which will give you your travel rights wherever you are in Europe.

Chapter: Communications

Speed and interruption to service (addition page 160)

Log your speeds over a few weeks and provide this information when informing your supplier that it is in breach of contract.

Mobile 'phones (amendment page 161)

However under the Consumer Rights Act 2015 (Supply of Goods and Services Act 1982 prior to 1st October 2015), a service provider must provide the contracted service with reasonable care and skill.

However, regardless of the contract you retain your right under the Consumer Rights Act 2015 (Sale and Supply of Goods Act 1994 for purchases made before 1st October 2015) to goods that are satisfactory, fit for purpose and as described.

CISAS and Ombudsmen Services - Communications only cover mobile 'phone services and not issues with the actual 'phones. However you may be able to use the new Retail Ombudsman for the handset.

There are currently no rules regarding poor network coverage. Even if you move house, you are unlikely to be successful in cancelling a contract because of poor network coverage if in the provider's terms and conditions it allows for breaks in coverage. However under the Consumer Rights Act 2015 (Supply of Goods and Services Act 1982 prior to 1st October 2015), a service provider must provide the contracted service with reasonable care and skill. It was reported in the media that in 2009 Tom Prescott took Orange to the Small Claims Court and gained £500 plus free cancellation of his contract.

Chapter: Home Improvements

Builders (amendment page 169)

Try to prevent many of the problems which arise with builders before using one. Get 3 quotes and

describe the job you need in detail. Discuss the length of time the job will take. A rough price is an estimate and a fixed price a quote. If you don't agree a price then the Consumer Rights Act 2015 (Supply of Goods and Services Act 1982 prior to 1st October 2015) dictates that you are entitled to a "reasonable price". That of course depends on the job and could be difficult to quantify so always get a price agreed. If it's a large job get a contract drawn up. The Defective Premises Act 1972 provides a claimant with 6 years from the completion of the building work to make a claim if they consider the building to be defective. It relates to work undertaken by builders, developers, surveyors, architects etc. "Defective" is limited to work causing the property to be unfit for human habitation as a result of design, workmanship or materials. Improvement, small jobs and refurbishments are not covered by the Act but you are covered by the Consumer Rights Act 2015/Supply of Goods and Services Act 1982 which entitle you to work to be undertaken with reasonable skill and care and within a reasonable length of time.

If you have a complaint, try to resolve the matter in person or over the 'phone before formally writing. Give the trader an opportunity to remedy the work. If they refuse to do this or they fail to do it satisfactorily then you can take the matter further. Ensure that you state that you retain your legal rights under the Consumer Rights Act 2015/ Supply of Goods and Services Act 1982 so that you are still able to claim if necessary afterwards when you write to complain. A template for this is below. Should the trader not respond or not remedy the work, proceed with getting an independent report and 3 quotes. Get the work done and write to the trader requesting this amount attaching the paperwork. You could attach a quote before the work is done to give the trader one last chance if you wish.

If the trader is a member of a trade association you can contact it and see if you are able to use a resolution scheme.

Estate Agents (amendment page 175)

As a seller you have rights under the Consumer Rights Act (Supply of Goods and Services Act 1982 prior to 1st October 2015), to services carried out with reasonable care and skill, but as there are no legal regulations about what estate agents have to do to find you a buyer, do your research to find the best estate agent for you dependent on the services that they provide.

The Consumers, Estate Agents and Redress Act, 2007 requires all estate agents in the UK to register with an Estate Agents Redress Scheme which can investigate complaints from members of the public. From the 1st October 2014 all letting agents in England must also join a scheme under the Enterprise and Regulatory Reform Act 2013.

Surveyors (amendment pages 176-177)

Surveyors' reports may include phrases relating to not being able to access certain areas but they must make reasonable attempts to access all areas or risk breaching the Unfair Contract Terms Act 1977 and the Unfair Terms in Consumer Contracts Regulations 1999 prior to 1st October 2015 and the Consumer Rights Act 2015 thereafter.

Renting (addition page 178)

From the 27th May 2015 under the Consumer Rights Act 2015, lettings agents are required to include a description of each fee which explains the service that is covered by the cost or the purpose for which it is imposed. So you will be able to see clearly where an estate agent is charging both tenant and landlord. As a landlord I can tell you that there should be no need for a tenant to be paying an estate agent. The work they do is more than paid for by the landlord!

Chapter: Other Services

Hairdressers/beauticians (replacement page 179)

Consumers are covered by the Consumer Rights Act 2015 (Supply of Goods and Services Act 1982 prior to 1st October 2015).

Beauticians are not regulated by any independent body. The Consumer Rights Act 2015 (Supply of Goods and Services Act 1982 prior to 1st October 2015) principle of 'providing services with reasonable skill and care using products of a satisfactory quality' applies however.

Supply/delivery and fitting of items (amendment page 181)

For goods and services prior to 1st October 2015 the consumer is protected by the Sale and Supply of Goods Act 1994 when having items delivered and the Supply of Goods and Services Act 1982 for any services attached such as the fitting of a new washing machine. You can expect the items to be of a satisfactory quality and be fitted in an agreed and/or reasonable time. If a supplier does not meet its obligations and misses appointments you are entitled to redress for this.

From 1st October 2015 you are covered by the Consumer Rights Act 2015 which also covers your entitlement to items be installed correctly, where installation has been agreed as part of the contract.

Removals (amendment page 184)

When you have instructed a removal firm to move your possessions from one place to another you are covered by the Consumer Rights Act (Supply of Goods and Services Act 1982 for services prior to the 1st October 2015).

Dry cleaners and launderettes (amendment page 186)

The Consumer Rights Act 2015 (Supply of Goods and Services Act 1982 prior to 1st October 2015) covers again.

Florists (amendment page 188)

As with any service you are covered by the Consumer Rights Act 2015 (Supply of Goods and Services Act 1982 prior to 1st October 2015).

Chapter: Council parking tickets

(addition page 191)

Unfortunately one can now get tickets through the post, so getting photographic evidence might be more difficult. However, under new rules from April 6th 2015, English councils may only use cameras to enforce parking outside school entrances, and on bus stop clearways. This follows concerns that the use of the 'spy' camera-cars was being abused, for what critics said, bordered on 'entrapment' on high streets.

For tickets from April 6th 2015 local authorities in England must give 10 minutes grace for motorists overstaying in parking bays in council run car-parks and on the street. The rules do not apply to parking on single or double yellow lines, in front of dropped kerbs or in permit bays. Nor does the 10 minute 'grace' period apply if a driver has yet to buy a ticket and fix a ticket on the windscreen but has instead left the car and gone off to a shop to find change.

Chapter: Freedom of Information Requests

Tips on asking for information (addition page 204)

- 1) Don't ask for qualitative information. e.g. why did the organisation make a decision? You would need to ask for copies of minutes of meetings regarding xyz and then see for yourself how the decision was made.
- 2) Keep a note of the date you asked the FOI. Chase on the 21st working day threatening to report to the ICO if you haven't had a reply.
- 3) When you email an FOI you should receive an email saying that your email has been received, if you do not receive this, follow up to ensure that it has been received and get a reference number.
- 4) When you receive your confirmation, keep their reference number - should you need to follow up if you haven't had a response then you will need this.
- 5) Check the public body's website for the information, if the information is available and online the public body will send you a link. It is not obliged to answer detailed questions or post you the information if it is readily available.
- 6) Follow the complaint procedure if you do not agree with a decision not to provide you with the information. This will mean using the internal complaints procedure explaining clearly your arguments for why you don't agree. If you remain dissatisfied you can take the matter to the ICO.

Chapter: Health

Dentist (amendment page 213)

Dentists are covered by the Consumer Rights Act 2015 (Supply of Goods and Services Act 1982 prior to 1st October 2015) so you should expect services to be carried out with reasonable skill and care.

Opticians (amendment page 213)

Opticians are covered by the Consumer Rights Act 2015 (Supply of Goods and Services Act 1982 prior to 1st October 2015) so you should expect services to be carried out with reasonable skill and care. See chapter Other Services for more help about complaining about services.

Chapter: Small Claims Court (amendment and addition page 215)

You may consider an alternative dispute resolution before taking someone to the Small Claims Court. See the section on Alternative Dispute Resolution in the chapter Ensuring Your Complaints Are Effective.

If you purchase an item or service within the EU and you have tried the advice already given in this book without success, you can go to court. If for example you want to take a retailer in Italy to court you will need to follow Italy's small claims court procedure. Go to the Justice Europa site (see Useful Contacts chapter) for advice and procedure for each state.

Fees (update page 217)

Claim amount	Sending form to court centre	Using Money Claim Online
Up to £300	£35	£25
£300.01 to £500	£50	£35
£500.01 to £1,000	£70	£60
£1,000.01 to £1,500	£80	£70
£1,500.01 to £3,000	£115	£105
£3,000.01 to £5,000	£205	£185
£5,000.01 to £15,000	£455	£410
£15,000.01 to £50,000	£610	£550
£50,000.01 to £100,000	£910	£815
£10,000.01 to £100,000	5% of the value of the claim	4.5% of value of the claim
£100,000.01 - £200,000	5% of the value of the claim	N/a
More than £200 000	£10,000	N/a

Chapter: Scotland and Northern Ireland

Scotland (amendment page 225)

In Scotland, laws are broadly similar to England and Wales. Cover for buying goods is the same. Prior to 1st October 2015 service is covered by common law rather than the Supply of Goods and Services Act 1982. EU law obviously covers Scotland.

Consumers have up to 5 years, not 6 to make a claim against a retailer for purchases made prior to 1st October 2015. They have 6 years thereafter under the Consumer Rights Act 2015.

Chapter: Useful Contacts

Communications

The Email Preference Service

www.ims-dm.com/cgi/offemaillist.php

Comparison websites

Billmonitor

www.billmonitor.com

Broadbandchoices

www.broadbandchoices.co.uk

Cableco

www.cable.co.uk/compare/broadband

Energy Helpline

energyhelpline.com

Energylinx

energylinx.co.uk

GoCompare

www.gocompare.com

MoneySupermarket

www.moneysupermarket.com

My Utility Genius

myutilitygenius.co.uk

Runpath

runpathdigital.com

Simplifydigital

www.simplifydigital.co.uk

Simply Switch

simplyswitch.com

Switch Gas and Electric

switchgasandelectric.com

The Energy Shop
TheEnergyShop.com

Unravel It
Unravelit.com

UK Power
UKPower.co.uk

uSwitch
uSwitch Limited
Notcutt House
36 Southwark Bridge Road
London
SE1 9EU
0800 093 06 07
customerservices@uswitch.com
www.uswitch.com

EU
European Justice
(Information on law in the EU)
e-justice.europa.eu/home.do

EC. Europa
(Passenger Rights in the EU for your mobile device)
ec.europa.eu/transport/passenger-
rights/en/index.html

UK European Consumer Centre
See **Consumer advice**

Freedom of Information
FOIMan
07799 654509
paul@foiman.com
www.foiman.com

ICO – see Communications

Tribunal Appeal Against ICO Decision
General Regulatory Chamber
PO Box 9300
Leicester
LE1 8DJ
0300 123 4504
grc@hmcts.gsi.gov.uk

Property
Ombudsman Services: Property
PO Box 1021
Warrington
WA4 9FE
0330 440 1634
www.ombudsman-services.org

Removals
Removal Ombudsman
Removals Industry Ombudsman Scheme
PO Box 6412,
Leighton Buzzard
LU7 6EG
01525 850054
ombudsman@removalsombudsman.co.uk
www.removalsombudsman.co.uk

Small Claims Court
Small Court Genie
www.smallclaimscourtgenie.co.uk