

ASK THE ADVISER

3) CONSUMER MATTERS

April 2016

"Many years ago, when I was a young copper, I was patrolling near Golspie when I pulled over a white Mini driven by a charming and highly attractive young lady who was apparently under the impression that the posted speed limit was simply a polite suggestion rather than a mandatory maximum. As *she* had no valid excuse whatsoever for her transgression a suitably stern lecture was duly administered and she was advised that, now I had taken down her particulars, she was on notice should she misbehave in the future. Duty done, I resumed patrol, confident that she viewed her warning seriously and that the giggling and fluttering of eyelashes was simply a nervous reaction to being confronted with her sins.

Over the next few weeks I noted that she had indeed slowed down, particularly when she passed my house, although she did seem to be craning her head in every direction except her line of travel. This culminated in a very close shave with my wooden garage at which point I decided that I would have to take her into protective custody. So I married her.

You will understand then that when she recently announced her intention to buy herself a new car, I was quick to advise against anything with excessive horsepower. She eventually decided what to buy and spent many happy hours working out how much her present car was worth, the maximum she would pay for the new one and the extras she could manage to get thrown in. The next day she toddled off happily to the local dealership and came back having done a great deal - all of which brings us neatly to today's topic - Consumer Rights and Law.

Years ago we tended to buy most things in the County - we knew the traders and they knew their customers and there is a lot to be said for that - but today we often travel much further afield, we use the internet and we buy a lot of very high-tech items. This means that things can and do go wrong. So what do we do?

Firstly, do what Liz did - research the market; know exactly what you want; the maximum you are prepared to pay; how you intend to finance the purchase and, always, make sure you are buying from a reputable trader - one you can easily contact when things go wrong.

When you agree to buy goods from a trader and he or she offers to sell them to you and you agree upon a price you then have a contract. It does not have to be in writing, and, more often than not, it won't be. But it still exists.

You are entitled to expect that the goods will be of "Satisfactory Quality", "Fit for Purpose" and "As Described". So if you buy a new pair of shoes you would expect

them to be reasonably well made and finished with no faults or defects, they should be wearable in all normal conditions, they should last for an acceptable period of time and, if they are described as being made of leather, then they should be. So what if the shoes fail on one or more of the points?

The Consumer Rights Act 2015, which is now in force, is a major new piece of legislation which gives the biggest shake up to the law in decades, modernising the rules and introducing new rights (also covering digital content and unfair terms in consumer contracts) and it substantially strengthens your rights.

When something goes wrong, it is always best to try and sort it out with the seller - a friendly discussion very often results in a solution, but that is not always being the case. As a matter of note, never be fobbed off with the oft-used line "you will need to contact the manufacturer" (we hear this a lot at CAB). You need do no such thing - it is a matter for the retailer to sort out and nobody else. In the first 30 days you have a legal right to reject goods that do not meet the rules and get a full refund (digital content restricted to repair or replacement).

After 30 days you lose the right to an automatic refund and you must give the trader one opportunity to replace or repair the goods. Remember - one chance and only one - and, if things do not work out, you can then claim a full refund or, if you wish to keep the goods, a price reduction. (in the case of a car the refund can be reduced, to allow for fair use, after the initial 30 days).

If you discover a fault during the first 6 months it will be presumed in law that it was there from time of purchase - unless the retailer can prove otherwise. You do not need to do anything. After 6 months the customer would need to prove that the fault was there at time of purchase, although, in practice, this can be difficult to do. This is where warranties and guarantees come in - manufacturers are very good at selling you an electrical item and then refusing point blank to do anything when your nice shiny new appliance self-destructs in week 53.

Do not accept this. A manufacturer cannot simply overrule the law. It is quite reasonable to expect a high-ticket item to last for a lot longer than a year and, if it doesn't and the maker is predictably less than helpful, then contact your local CAB and we will pursue the matter for you working with our expert colleagues in Trading Standards. Alternatively, you can call our Citizens Advice Consumer Helpline on 03454 04 05 06 and get over the phone advice.

As a matter of note we do pursue client complaints very vigorously at Caithness CAB and it is far from unknown for us to reject a new car for a client - and win - so come and see us.

You can also protect yourself by using Section 75 of the Consumer Credit Act - if you pay for something using your Credit Card (over £100 & under £30,000), even if you only used your card for part payment, then the card provider has "Joint and Several Liability" - if you buy a new bed for £500 and pay £100 on your card and it promptly collapses then you can pursue the card provider for the lot. There is also "Chargeback" which is a means of getting your money back by asking the bank to retrieve the funds from the trader's bank account. This can get complex and we can and will pursue these claims for you.

So there we have it - this is of course just a summary, but it gives you an idea of your rights. If you have an issue, get in touch with Caithness CAB and, from a faulty fridge to a dodgy dishwasher we will assist.

Finally if any young Police Officers are reading this, whilst it worked out fine for me, using blues and twos is not always the best chat-up line when you first meet a young lady! See you next time'.