

## CHECK OUT YOUR RIGHTS Services

**If you have a service carried out it must be done:**

- 👉 **WITH REASONABLE CARE AND SKILL**
- 👉 **WITHIN A REASONABLE TIME**
- 👉 **FOR A REASONABLE CHARGE**

**When the work carried out doesn't meet any of these three rules:**

- 👉 If the fault is due to poor quality work or fitting, is minor **and** can easily be put right, it is reasonable to expect a **repair**.
- 👉 If the trader cannot repair the fault properly, you are entitled to **compensation**. This could be the cost of getting somebody else to do the repair.
- 👉 If the work takes longer than agreed, or more than a reasonable time, you are entitled to **compensation**. This could be the cost of getting somebody else to complete the job, or a sum of money for the inconvenience caused.
- 👉 If the work or service hasn't been done at all or has been done extremely badly, or totally fails to meet the way it was described, you are probably entitled to a **refund**.
- 👉 If the trader causes unnecessary damage to your property when carrying out a service, you are entitled to **compensation**.

## Trading Standards-Consumer Action Pack

**Any goods or parts fitted when the service is carried out must be:**

- 👉 **OF SATISFACTORY QUALITY**
- 👉 **FIT FOR THEIR PURPOSE**
- 👉 **AS DESCRIBED**

**When the goods or parts don't meet any of these three rules:**

- 👉 If they have only been fitted a couple of weeks or you haven't had a reasonable opportunity to check them, you are probably entitled to a **refund** of their cost and the fitting for a major fault, a number of minor faults or a serious misdescription. **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 the goods or parts have been fitted for longer than a couple of weeks or you have had a reasonable opportunity to check them, you are probably still entitled to a **repair or replacement**. A repair should be carried out within a reasonable period of time **and without causing you significant inconvenience**. If this does not happen you are entitled to a replacement or **compensation**. This could be the cost of getting somebody else to complete the job.
- 👉 If the goods or parts are beyond repair and cannot be replaced you are entitled to a **refund** of their cost and the fitting. The trader may make a **reduction** from the price you paid to allow for wear and tear.

👉 If you are out of pocket in any other way, you may be entitled to **compensation** over and above the price of the goods or parts and their fitting.

**Remember**, if you are entitled to a **refund, replacement, a repair or compensation** it is the trader who supplied and fitted the goods or parts who must sort out your problem.

## **ADDITIONAL WORK**

If the trader has carried out extra work without your permission, you don't have to accept it.

So, you can either:

- Accept the extra work was necessary and the extra cost reasonable; **or**
- Ask the trader to remove or undo the extra work where this is possible; **or**
- Negotiate a more reasonable price or an acceptable solution.

## **IMPORTANT**

- If you bought on credit you may be able to claim against the finance company. See the pink leaflet **BOUGHT ON CREDIT**.
- If you sign a credit agreement **in your own home** to pay for a service, you have a short period of time to cancel the contract.
- You have **seven days** to cancel any contract, not involving credit, you sign **at home** during an **uninvited** visit by a salesperson.

## Trading Standards-Consumer Action Pack

- You have seven days to cancel a contract for services ordered by telephone, mail order, internet and fax **except** for those services you agree will begin within those seven days.
- Your rights **cannot** be taken away by anything written into a notice, receipt, contract, warranty or guarantee.
- Fair wear and tear is **not** a fault.
- You still have these rights where re-conditioned or secondhand parts are fitted, but these parts can't be expected to last as long as new ones.
- **Only** pay in full when the job has been completed to your reasonable satisfaction.