

# A Guide to Consumer Law





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# 1. About The Consumer Council

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**The Consumer Council is a non-departmental public body established through the General Consumer Council (Northern Ireland) Order 1984.**

Our principal statutory duty is to promote and safeguard the interests of consumers in Northern Ireland.

**Our main statutory functions are to:**

- Consider any complaint made to us relating to consumer affairs and, where it appears to The Consumer Council to be appropriate having regard to any other remedy which may be available to the complainant, investigate the complaint and take such further action in relation thereto as The Consumer Council may determine;
- Carry out, or assist in the carrying out of, inquiries and research into matters relating to consumer affairs;
- Promote discussion of, and the dissemination of information relating to, consumer affairs; and
- Report to a Northern Ireland department on any matter relating to consumer affairs which is referred to the Council by that department.

## 2. About this guide

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This guide has been produced to help you understand how you are protected by law when you are shopping for goods, services and digital content. We have also included top tips for protecting yourself, and what to do if you are having difficulty resolving a complaint.



## 3. Further information

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Watch our short videos at:

[http://www.consumercouncil.org.uk/  
consumers/rights-and-advice/goods-  
and-services](http://www.consumercouncil.org.uk/consumers/rights-and-advice/goods-and-services)

Test your consumer knowledge with fun  
and informative quizzes at:

<http://www.shoparound.org.uk>

## 4. Help and support

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### **To discuss a problem you are having with goods or services, contact:**

Consumerline (managed by Northern Ireland Trading Standards Service)

Telephone: 0300 123 6262

Web: [www.nidirect.gov.uk/consumerline](http://www.nidirect.gov.uk/consumerline)

If you live in Belfast, or the trader is based in Belfast, or has its headquarters in Belfast, you can also use the Consumer Advice Centre run by Belfast City Council.

Telephone: 028 9027 0525

Email: [consumeradvice@belfastcity.gov.uk](mailto:consumeradvice@belfastcity.gov.uk)

Web: [www.belfastcity.gov.uk/community/advice/consumeradviceservice.aspx](http://www.belfastcity.gov.uk/community/advice/consumeradviceservice.aspx)

If your problem is with an energy (electricity, gas) supplier, transport provider (airlines, ferries, public transport), water, or postal services provider, you can contact The Consumer Council:

Telephone: 0800 121 6022

Email: [contact@consumercouncil.org.uk](mailto:contact@consumercouncil.org.uk)

Web: [www.consumercouncil.org.uk](http://www.consumercouncil.org.uk)

## 5. Consumer Contract (Information Cancellation and Additional Charges) Regulations 2013

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### a) Overview

The Consumer Contracts Regulations 2013 require businesses/traders to give you certain information to help inform your purchase. The specific information varies depending on whether the sale is made:

- at a distance, for example, online or over the phone;
- somewhere that's not the business premises of the trader ('off-premises'), for example in your home or at a trade show; or
- in store.



### b) Key Sales Information

#### Distance/Off-Premise Sales

For distance or off-premises sales, the business/trader must provide the following key information:

- a description of the goods, service or digital content, including how long they will last;
- the total price of the goods, service or digital service or how a price will be calculated if it cannot be determined in advance;
- how you the consumer will pay for the goods or services;



- the delivery time-frame, which must not exceed 30 days unless otherwise agreed with you; all additional delivery charges and other costs (and if these charges cannot be calculated in advance, the trader/business must highlight that they may be payable);
- if there are any delivery restrictions or limitations, for example, no delivery to Northern Ireland, or no 'next day delivery' option;
- details of any right to cancel (the trader also needs to provide, or make available, a standard cancellation form to make cancelling easy although you do not have to use it);
- details of who pays for the cost of returning items if you change your mind about wanting the goods;
- information about the trader, including their geographical address and contact details, and the address and identity of any other trader for whom the trader is acting; and
- information on the compatibility of digital content with hardware and other software that the trader is aware of, or can reasonably be expected to be aware of.

This information must be clear and easy to access. Failure to provide the required information, or to provide it in the way set out in the Regulations, could result in your cancellation rights being extended by up to a year.

The information should be given in a 'durable medium' such as on paper or by email. Alternatively, it can be provided in a way appropriate to the means of communication, so for example verbally if the contract is made by phone.

You are also entitled to confirmation of the contract, and if the information was not initially provided in a durable form, the trader must provide it at the point of confirmation.

## On-premises sales

A business/trader does not have to provide as much information with Distance/Off-Premise selling, as you can see the product for yourself in the shop. However, the business/trader should still provide information about:

- the goods or services being bought;
- the price;
- the compatibility of digital content; and
- details of any delivery costs.

## c) Cancellation Rights

### Goods

You have the right to cancel an order for goods made at a distance and this starts from the moment you place the order, and ends 14 calendar days from the day you receive your goods.

### Services

Your right to cancel a service made at a distance starts the moment you enter into the contract and lasts 14 calendar days. You can have a service start during the cancellation period, but if you then decide to cancel, you must pay for any materials used or services provided prior to the cancellation.

The right to cancel can be lost during the cancellation period if the service has

been provided in full before the 14 days elapses.

## Exemptions

There are some contracts where you do not have a right to cancel a service, for example:

- hotel bookings;
- flights;
- car hire;
- concerts and other event tickets; or
- where the trader is carrying out urgent repairs or maintenance.

## Check the terms and conditions

Under the Regulations, the minimum cancellation period is 14 days, however service providers may choose to exceed this. Therefore, it is always important to check an individual seller's terms and conditions in case they provide a longer period to change your mind.

## Digital Content

You have the right to cancel a digital download right up to the point the digital download process begins.

### d) Your right to a refund

You should receive a refund within 14 calendar days of:

- the trader getting the goods back. Sometimes the trader may issue a refund upon proof of postage.
- of having returned the goods (for example, a proof of postage receipt from the Post Office).

A deduction can be made if the value of the goods has been reduced as a result of you handling the goods beyond what was necessary to fully inspect the purchase.

#### For example:

Trying on shoes indoors is ok, but not wearing them on a night out.

### Refunding the cost of delivery

A business/trader must refund the basic delivery cost of getting the goods to you in the first place.

However, if you have opted for an enhanced delivery service, for example 'next day delivery' the trader must still only refund the basic cost.

For example. trying on shoes indoors is ok, but not wearing them for a night out.

### When you do not have a right to cancel

There are some circumstances where the Consumer Contracts Regulations 2013 do not provide consumers the right to cancel. These includes goods that are:

- CDs, DVDs or software that have had their seal or wrapping broken by the consumer;
- Perishable items, for example fresh flowers or food items;
- Tailor-made or personalised items;
- Goods with a seal for health protection and hygiene reasons that has been broken by the consumer; and
- Goods that have been mixed inseparably with other items after delivery.



### e) Pre-ticked boxes

The Consumer Contracts Regulations 2013 make it clear that a trader is not allowed to charge a consumer for an item where it was pre-selected rather than the consumer actively choosing to add it to their basket.

#### For example:

Web retailers are not allowed to charge for insurance if it was added to your basket as a result of a pre-ticked box.

If a company does charge you in this way, you are entitled to your money back.



### f) Excessive call charges

If a trader provides a telephone service for the purposes of being contacted about an order, The Consumer Contracts Regulations 2013 state at least one of the numbers they offer must be charged at basic rate.

#### For example:

If you are ringing to make a complaint or enquiry about your order, retailers cannot solely use premium rate numbers. They must provide a basic rate number for you to call.

If you do have to call a company on a surcharged number about goods or services you have bought, or have agreed to buy, you have the right to claim back the surcharge from the company.

## 6. The Consumer Rights Act 2015

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### a) Overview

The Consumer Rights Act 2015 replaces three major pieces of consumer legislation:

- The Sale of Goods Act 1979;
- Unfair Terms in Consumer Contracts Regulations 1994; and
- Supply of Goods and Services Act 1982.

The Consumer Rights Act 2015 applies to any **goods, services or digital content** you buy.

It was introduced to simplify, strengthen and modernise consumer law, to give consumers clearer rights.

### b) Goods

Under the Consumer Rights Act 2015 any products you buy (both digital and physical) must be:

#### i. Satisfactory quality

This means that the goods should meet the standard any reasonable person would expect, taking into account the

description of the goods, the price paid, and how they were made. Deciding whether something is satisfactory quality will include the state and condition of the goods such as their appearance, quality of finish, freedom from minor defects, safety and durability.

#### ii. Fit for purpose

The goods should be fit for the purpose they are supplied for. This should include any specific purpose you made a retailer/business aware of before you agreed to buy the goods. For example, if you made it clear the bicycle you are wishing to buy is specifically for off-road cycling.



### iii. As described

The goods supplied by a business/trader must match:

- Any description given to you; and
- Any models or samples shown to you at the time of purchase.

### c) Returning a faulty product

Your contract is with the business/trader and by law they must work with you to resolve the issue. If they tell you to contact the manufacturer, do not be fobbed-off. If the trader wants to claim any refund or expense incurred, they can do this separately with the manufacturer.

If there has been a breach of your consumer rights (satisfactory quality, fit for purpose, or as described), there are three stages of Remedies:

1. Short-term right to reject;
2. Repair or replacement; and
3. Price reduction or final right to reject.

Exactly what remedy is available to you, will depend on how long you have had the goods.

#### Up to 30 days after purchase

Under the Consumer Rights Act 2015, you have a legal right to reject and get a full refund for goods that are of unsatisfactory quality, unfit for purpose or not as described.

This right is limited to 30 days from the date you take ownership of the product. After 30 days, you will not be legally entitled to a full refund if your item develops a fault, although some sellers may offer you an extended refund period.

This right to a refund does not apply to products that have been bought as downloads (e.g. music, games or apps). However, you can ask for a digital product to be repaired, or replaced, if it develops a fault. If this is not possible, or is unsuccessful, you have the right to receive a price reduction.

#### Motor Vehicles

The only exception to this rule is motor vehicles, where the retailer may make a reasonable reduction for the use you have already had of the vehicle after the first 30 days.

#### After 30 days

After 30 days you must give the business/trader one opportunity to repair, or replace, any goods or digital content that are of unsatisfactory quality, unfit for purpose or not as described. This will be at the business/traders expense.

You can state your preference, but the retailer can choose whichever would be the cheapest or easiest option.

If the attempt at a repair or replacement is unsuccessful, you can then claim a refund or a price reduction if you wish to keep the product. This would be at the business/traders expense.

Under The Consumer Rights Act 2015, you are entitled to a full or partial refund instead of a repair or replacement if any of the following are true:

- the cost of the repair or replacement is disproportionate to the value of the goods or digital content;
- a repair or replacement is impossible;
- a repair or replacement would cause you significant inconvenience; or
- the repair would take an unreasonably long amount of time.

If a repair or replacement is not possible, or the attempt at repair fails, or the first replacement also turns out to be defective, you have a further right to receive a refund of up to 100% of the price you paid, or to reject the goods for a full refund. If you do not want a refund and still want your product repaired or replaced, you have the right to request that the retailer makes further attempts at a repair or replacement.

### The first six months

Under the Consumer Rights Act 2015, if you discover the fault within the first six months of ownership of the product, the law assumes the fault was there when you bought it unless the retailer can prove otherwise.

If an attempt at repair or replacement has failed, you have the right to reject the goods for a full refund, or price reduction if you wish to keep the product.

The business/trader cannot make any deductions from your refund in the first six months following an unsuccessful attempt at repair or replacement.

### Six months or more

If a fault develops after the first six months, the burden is on you as the consumer to prove that the product was faulty at the time you took ownership, if the business/trader disputes this. This may require some form of expert report, opinion or evidence of similar problems across the product range.

#### Total length of time in which to make a complaint

You have up to six years to take a claim to the Small Claims Court for faulty goods. This applies throughout the UK with the exception of Scotland, where the limit is five years.



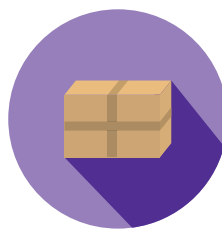
#### d) Digital content

Digital content refers to products such as downloaded or streamed music, apps, games, e-books and films. Just like goods, digital content must be:

- of satisfactory quality;
- fit for a particular purpose; and
- as described by the seller.

If digital content breaches one of the above conditions you have the right to a repair or replacement of the digital content you have bought. If a repair or replacement is not possible, or it does not fix the problem, you can ask for a price reduction. This can be up to 100% of the cost of the digital content.

If any device or other digital content you own is damaged as a result of faulty downloaded digital content you must be compensated for the damaged caused.



#### e) Delivery rights

A business/trader is responsible for goods until they are in your physical possession, or someone you have nominated to take the delivery e.g a neighbour . This also means that businesses are liable for the service provided by the couriers they employ to deliver their orders.

You should complain to the retailer first (not the delivery company) if your order has not arrived.

#### f) Late deliveries

If a business/trader fails to deliver a product within the 30 days, or on the date that has been agreed, you have the right to:

- Terminate the purchase and get a full refund if your delivery is later than agreed **and** it was essential that it was delivered on time; or
- Cancel the order and receive a full refund if the delivery is not time-essential **but** not delivered within the 30 days, or a date cannot be reasonably agreed.





### g) Services

Services covers work that you have carried out in your home or elsewhere, for example a haircut, building work, gardening or repair work. Services can be provided alone, or they may be provided with goods, for example, the fitting of a new kitchen.

The Consumer Rights Act 2015, says services:

- must be performed with reasonable care and skill;
- must be performed in line with any written or spoken information provided by the business/trader;
- Where a price has not been agreed beforehand, the service must be provided for a reasonable price;
- Unless a timescale for performing the service is set out or agreed, the service must be carried out in a reasonable time.

If the service you have been provided does not satisfy these criteria, you are entitled to the following remedies:

- The trader should either redo the element of the service that is inadequate, or perform the whole service again, at:
  - no extra cost;
  - within a reasonable time; and
  - without causing you any significant inconvenience.
- Where a repeat performance is impossible, for example wedding photography, or it cannot be done within a reasonable time or without causing significant inconvenience, you can claim a price reduction. This could be up to 100% of the cost, and the trader should refund you within 14 days of agreeing to a refund.



- The Consumer Rights Act 2015 also states that a service must conform to any information provided by the business/trader about themselves (for example a qualification or endorsement), or the service they are providing. This applies to information provided in writing or verbally.
- If the trader makes a statement about the service or works to be undertaken, and this influences your decision to enter into a contract with them, or choose a particular solution, the trader is legally bound by the statement if it proves to be wrong.

Some examples of terms that may be considered unfair include:

- terms and conditions hidden in the small print;
- a clause that is unfairly weighted to give the trader an advantage; or
- excessive fees or hidden charges.



#### **h) Unfair contract terms**

Under the Consumer Rights Act 2015 a contract term must be prominent and transparent. If you feel a contract term is unfair, you can complain to the business/trader.

If the trader disagrees you will have to take the business to court, which will decide whether a term is unfair. If the court, decides that a term is unfair, you may be able to ignore the term or even cancel your contract without having to pay a cancellation fee.

## 7. The Consumer Rights Act 2015 (Travel Amendments)



### a) Overview

From 1 October 2016, travel services came under The Consumer Rights Act 2015. This means you may be able to claim compensation for poor service on transport services.

### b) Travel service

When you pay to travel by train, coach or ferry you have purchased a service. The provider must perform this service with “reasonable care and skill”.

If this has not occurred, you may be able to claim back up to 100% of the price you paid for your travel.

If you feel the travel service you have received falls below the standard you would normally expect, you may be entitled to claim a partial or full refund in the following circumstances:

- A severely overcrowded train because the train has run with fewer carriages than are normally available;
- A service is delayed for less than the time limit that applies under the company’s compensation schemes;
- Unavailability of a seat that you have paid for (e.g. a reserved seat, or first-class service);
- A consistently late running service if you have bought a season ticket;
- Failure to provide access to a toilet on longer journeys;
- Failure to provide food on a train journey if it was described as part of the service; or
- The Wi-Fi service that you have paid for does not work.

In all these cases, you will need to provide evidence with your claim.

The Consumer Rights Act 2015 recognises there are some things that are likely to be outside of a travel company’s control such as:

- Acts or threats of vandalism or terrorism;
- Suicides or accidents involving trespassers;
- Gas leaks or fires beside a railway/road;
- Road or rail closures due to the request of the police or emergency services;
- Exceptionally severe weather conditions;
- Industrial action;
- Riots or civil commotion;
- Fire, mechanical or electrical failure or a defect (except where caused by a train/coach company); or
- The striking of a bridge by a vehicle.

### **c) Claiming for consequential loss**

Under The Consumer Rights Act's travel amendments, you can claim for any financial losses you have suffered as a result of the failure by the transport service.

To make a successful claim you will need to demonstrate in writing to the transport company how your losses are linked to a breach of contract by the service provider.

### **d) Getting your refund**

If you are successful in claiming a refund or damages for consequential loss, this must be paid within 14 days and in the same form you paid for the service. So, if you paid in cash, you should be refunded in cash.

### **e) The Consumer Council**

In Northern Ireland, The Consumer Council is the statutory complaints body for:

- Rail Travel (NI Railways and Enterprise);
- Bus and Coach Travel (e.g. Ulsterbus, Metro, Glider, Goldline etc.);
- Air Travel (Flights to and from Northern Ireland);
- Airports (George Best Belfast City Airport, Belfast International Airport, and City of Derry Airport); and
- Ferry Travel (Stena Line, P&O Ferries, Strangford Lough, Rathlin etc.)

### Air Travel

Air Travel is not covered by the Consumer Rights Act 2015. Instead, Air Travel is protected by European Law (Regulation (EC) 261/2004).

Further details on your rights in regards to air travel can be found in The Consumer Council's **Plane Facts** guide <http://www.consumercouncil.org.uk/node/742>

### Ferry Travel

The Consumer Council's guide – **Plain Sailing** provides further details of your rights in instances of ferry service delays and cancellations

<http://www.consumercouncil.org.uk/node/782>

## 8. The Consumer Protection From Unfair Trading Regulations 2008

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### a) Overview

The Consumer Protection from Unfair Trading Regulations 2008 places a duty on traders to do business honestly and fairly. It tackles unfair trading practices, including:

#### Misleading Actions

A commercial practice is misleading if it gives false information or sets out to deceive consumers.

**Example:** the mileage on a car has been tampered with to show 80,000 miles when it should be 150,000 miles.

#### Misleading Omissions

A commercial practice can also mislead if it omits or hides material information or provides it in a manner which is unclear, unintelligible, ambiguous or untimely.

**Example:** Not stating that an additional charge applies, for example delivery charges or taxes.

### Aggressive Practices

A commercial practice is aggressive if it causes a consumer to reach a decision about goods or services that they may otherwise not have made, had they not been subjected to harassment, intimidation or undue influence.



**Example:** A doorstep trader who pressurises you to pay in cash for home repairs and brings you to the bank to withdraw cash immediately.



## b) Banned practices

The Regulations also place an outright ban on 31 specific business practices.

They include:

- Faking credentials, for example falsely claiming to be a member of the Glass and Glazing Federation;
- Falsely stating that a product or offer will only be available for a very limited time;
- Using scare tactics, for example telling a consumer their safety is at risk unless they purchase a burglar alarm today;
- Falsely claiming that a product is able to cure illness, dysfunction or malformations;
- Describing a product as 'free' when in fact you have to pay to claim a prize or receive samples;

- Creating the impression that you cannot leave the premises until a contract is signed; or
- Including in an advertisement a direct message aimed at children to buy advertised products or persuade their parents or other adults to buy advertised products for them.

## c) Consumers' right to redress

In addition to the criminal offences the trader may commit by doing any of the activities previously described, the Regulations also provide you with the option to seek redress via the civil courts. In order to do this, there are certain conditions that must be met.

1. You must have done one of the following:
  - Entered into a contract to buy a product (goods, services, digital content, etc) from a business/trader;
  - Entered into a contract to sell goods to a trader (a consumer-to-business contract); or
  - Made a payment to a trader for supply of a product (consumer-payment contract).
2. The trader must have engaged in a prohibited practice such as a misleading action or an aggressive practice.

The business/trader can also be held liable for misleading actions or aggressive practices carried out by the producers of goods or digital content they supply, if it can be reasonably expected they should have known about the prohibited practice. For example, they may be selling a product in the knowledge it does not fit the description supplied in the advertisement.

3. The prohibited practice was a significant factor in your decision to make the purchase. For example, you were prevented from properly shopping around for a deal because you were told the offer was only valid for that day, when in fact the price would have been valid for all of that month.

## d) Remedies

There are three main remedies available to a consumer if there has been a breach of the Consumer Protection Regulations:



### 1 Right to unwind

This allows you to undo the contract and you must be put back to the position you were in before it was made. For this to happen:

- You must reject the goods within 90 days, starting when the goods are delivered or the service begins.
- It must still be possible to undo the contract. If the goods or digital content have been fully consumed or the service fully completed this would not be possible. However, if it is still possible to return some element of the goods, or reject an element of the service, this would be enough. Note: You are entitled to a full refund even though you may have received some benefit from the good or service.
- You must not have already claimed a discount for the same prohibited practice.



## 2 Right to a discount

This right applies where the right to unwind has been lost. This may be because of a delay in complaining or because the goods have been fully consumed. For goods and services costing less than £5,000 there is a fixed-percentage discount ranging from 25% for more than minor issues to 100% for very serious cases.

Above £5,000, if the misleading or aggressive practice led to you paying more than the market price for the product, the price is reduced to the market price. You may also claim a discount instead of unwinding a contract where the right to unwind still exists but you do not wish to end the contract.

## 3. Damages

You can claim damages if you have suffered reasonably foreseeable losses that exceed the price paid for goods, digital content or services. This can cover alarm, distress, physical inconvenience or discomfort, as well as financial losses suffered as a result of the prohibited practice.

Damages may be claimed in addition to unwinding the contract or claiming a discount. Damages are not payable if the business/trader can establish that the prohibited practice occurred due to a mistake, reliance on information supplied to them by another person, an accident or some other cause beyond their control. However, the trader must show they have taken all reasonable precautions and exercised all due diligence to avoid the prohibited practice occurring.

## 9. Consumer responsibilities

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As these previous sections have shown, you have a multitude of consumer rights to protect you when buying goods and services. However, you also have responsibilities. Some of these are set out by law, and some are just steps that you can take to protect yourself against financial loss, disappointment, or, in some cases even fraud:

1. Always take reasonable steps to inspect, try on, or examine the item before you buy. If the sofa you have bought is too big to get through the living room door, by law the trader does not have to take it back and refund you!



Sometimes it is not possible to inspect goods until you have the items at home, but do try to inspect your purchase as soon as possible so that you can take prompt action if the goods are not of satisfactory quality, fit for purpose or as described. **Remember:** Your rights will differ depending on how long you have had the goods.

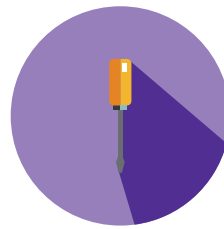
2. Consider how you pay. Your method of payment (credit/debit card, cash or cheque) will affect the level of protection you have if something goes wrong with your purchase. If you purchase a single item costing between £100 - £30,000, you can claim your money back from your credit card provider if you paid some or all of the amount on the card. Look at The Consumer Council's **Safer Ways to Pay** leaflet for more information about why paying by credit or debit card can offer extra protection <http://www.consumercouncil.org.uk/node/658>
3. If you have bought an electrical household appliance such as a tumble dryer, oven or fridge freezer, register it with the manufacturer using the number provided in case there is a product recall or safety alert.

4. A receipt is not the only way to prove purchase, but it is the easiest. Get into the habit of keeping your receipts, especially now you know you have rights for up to six years after purchase, if it is reasonable to expect goods to last that long. Contact The Consumer Council to request your free **Receipt Wallet** to keep these safe.



5. Do your research first. If you are buying a product or service from a company you have never used before, to find out what other consumers think. There are plenty of review magazines, websites and online forums that can help, but watch out for fake reviews.
6. Be wary of scams, including fake websites and counterfeit goods. The Consumer Council has produced **Your Guide to Shopping Safely Online** to help you spot a safe website and to know your rights visit <http://www.consumercouncil.org.uk/node/189>

7. If goods you have bought develop a fault, do not attempt to fix them yourself as this will invalidate your consumer rights. Stop using the item in question and notify the trader as soon as possible.



8. Always follow the instructions that come with the goods you have purchased. Failure to do so, or to look after their general upkeep can also invalidate your consumer rights if something should go wrong.

9. If you are organising a tradesperson to carry out work in your home, check that the tradesperson has the correct qualifications. If they display an endorsement, such as Gas Safe Register, they must be authorised to do so. It is a criminal offence to falsely claim you are endorsed by an approval scheme. In the case of building work, it is also your responsibility to ensure the correct public liability and employer's liability insurance is in place. For further information, contact the **National Federation of Builders on 020 7608 5150**.

#### **Making a complaint to the trader**

10. If you find yourself in a situation where you need to complain about goods or a service, the following steps will help make this process more effective, whether you are making the complaint face-to-face, by telephone or in writing:

- Make sure you have good grounds for complaining, and know what your consumer rights are. Also check the trader's complaints handling process and/or returns policy.
- Express yourself in a calm, assertive and polite way. This may mean spending a little time in advance preparing what it is you want to say.

- Explain clearly what the situation is, and if possible, refer to the relevant law.
- Explain what you would like to be done to remedy the situation, but be open to working with the trader to find an alternative solution if that would be more practical.
- If the complaint cannot be resolved straight away, keep a record of every conversation, email or other correspondence sent in connection with your complaint. Take a note of names, dates and times of people spoken to in the course of trying to resolve your complaint.
- If your complaint is getting nowhere, you may need to escalate it to someone within the company, possibly at head office. At this stage it is advisable to put the complaint in writing, and if your first letter does not receive a response within say 14 days, follow it with a second letter, sent by recorded delivery so you have proof it was received.
- If you still do not receive a response, or that response is unsatisfactory, there are more steps that you can take which are outlined below in Dealing with Disputes.

# 10. Dealing with Disputes

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## Summary

If you are stuck in a dispute with a trader here are the steps you can take:

### Step 1. Contact the trader

Always begin by letting the trader know as soon as you become aware of the issue. This gives the trader a chance to put things right. For more complex issues, or following a telephone conversation, put this in writing, by letter or email, explaining the full situation and what you would like to be done about it. This provides a paper trail if you need to take things further.

Keep copies of all correspondence. If the trader has an official complaints procedure, follow the instructions to take the matter further.

If you remain unhappy with their response, or are dissatisfied with the way your complaint is handled, you could contact the company's trade association, if they are a member, and take your complaint further with them.

### Step 2. Contact your local consumer representation body

If you need expert help and advice about taking things further, or simply want to check your rights, you can contact a consumer or advice organisation such

as Consumerline, managed by Northern Ireland Trading Standards Service, or an independent consumer advice centre. If you live in Belfast, or the trader is based in Belfast, or has its headquarters in Belfast, you can also use the Consumer Advice Centre run by Belfast City Council.

### Step 3. Use an Alternative Dispute Resolution (ADR) scheme

Alternative Dispute Resolution (ADR) is intended as a way of avoiding going to court. In some sectors, the law requires traders to belong to an ADR scheme, for example estate agents and telecommunications companies.

In other sectors it is not compulsory by law for a trader to be part of an ADR scheme. However, if a dispute arises, and the trader has not considered using ADR, this could be looked at unfavourably by the courts, and the company may be penalised.

It is important to note that not all ADR schemes are the same. Some offer conciliation and mediation, adjudication; or arbitration.

**Note:** Arbitration is binding on both parties, and if you are unhappy with the decision, you will not be able to take the matter to court afterwards, or use an ombudsman service.

#### Step 4. Refer to an Ombudsman

Ombudsmen are a form of Alternative Dispute Resolution. Before you go to an ombudsman, you usually need to have exhausted the trader's official complaints procedure. You can ask the trader for a letter of deadlock to show you have done all you can to resolve the complaint.

Remember, contacting an ombudsman scheme is a last resort, so do all you can to rectify the situation with the trader first.

#### Step 5. Use the Small Claims Court

The Small Claims Court is a low cost, quick and informal way of settling disputes. It allows anyone to make a claim to recover money owed to them. The Small Claims Court is less formal than the higher courts and does not require the presence of solicitors or barristers. The types of claims that can be brought include claims for:

- Faulty goods;
- Unsatisfactory workmanship or services;
- Debts; and
- Damage to property.

The total amount of your claim must not exceed £3,000 unless you clearly state that you intend to "abandon the excess" and agree to limit your claim to £3,000, even though the true amount of the claim is higher.

#### Procedure and fees

The procedure is simple and involves completing a one-page form and paying a fee which is determined by the amount of the claim. You can get an application form from [www.courtsni.gov.uk](http://www.courtsni.gov.uk) or your nearest:

- Court office; or
- Local advice centre.

You can also make a small claim online by visiting

<https://www.justice-ni.gov.uk/articles/online-services>

#### Before you proceed

Ask the Enforcement of Judgments Office (EJO) to make a search for

a person or trader (the respondent). This will show if they already owe money against previous enforced judgments. This will help you decide whether or not to proceed with court action, as it could mean even if you 'win' the case, you may not get your money back immediately, if at all. There is a small fee for this service. Contact the Enforcement of Judgments Office:

# Helpful Contacts

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## **The Consumer Council**

Telephone: 0800 121 6022

Email: [contact@consumercouncil.org.uk](mailto:contact@consumercouncil.org.uk)

Web: [www.consumercouncil.org.uk](http://www.consumercouncil.org.uk)

## **Northern Ireland Trading Standards Service**

Consumerline (managed by Northern Ireland Trading Standards Service)

Telephone: 0300 123 6262

Email: [consumerline@economy-ni.gov.uk](mailto:consumerline@economy-ni.gov.uk)

Web: [www.nidirect.gov.uk/services/contact-consumerline-make-complaint-or-ask-advice](http://www.nidirect.gov.uk/services/contact-consumerline-make-complaint-or-ask-advice)

## **Advice NI**

Telephone: 028 9064 5919

Email: [info@adviceni.net](mailto:info@adviceni.net)

Web: [www.adviceni.net](http://www.adviceni.net)

## **Consumer Advice Centre (Belfast City Council)**

Telephone: 028 9027 0525

Email: [consumeradvice@belfastcity.gov.uk](mailto:consumeradvice@belfastcity.gov.uk)

Web: [www.belfastcity.gov.uk/community/advice/consumeradviceservice.aspx](http://www.belfastcity.gov.uk/community/advice/consumeradviceservice.aspx)

## **The Enforcement of Judgments Office**

Telephone: 028 9024 5081

Email: [PostRoomEJO@courtsni.gov.uk](mailto:PostRoomEJO@courtsni.gov.uk)

If you would like to request free hardcopies of any of the resources mentioned or would like further information, please contact us at:



Floor 3, Seatem House  
28-32 Alfred Street  
Belfast  
BT2 8EN

-  Complaints line: 028 9025 1600
-  Tele/Textphone: 028 9025 1600
-  Fax: 028 9025 1663
-  Email: [info@consumercouncil.org.uk](mailto:info@consumercouncil.org.uk)  
[complaints@consumercouncil.org.uk](mailto:complaints@consumercouncil.org.uk)
-  Website: [www.consumercouncil.org.uk](http://www.consumercouncil.org.uk)