

- 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.

## 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.

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.