

## Consumer Fact Sheet: Services

If you pay for work to be done, such as having a kitchen fitted or a will prepared, this is called a service. This fact sheet gives an outline of the law on the pricing and supplying of services, your rights if the service is unsatisfactory and how to solve your problem.

### Prices - what the law says

When you are charged for a service, the supplier's right to change the price will depend on whether the price was a **fixed price** or an **estimated price**.

If you agree to a **fixed price** or accept a **quotation**, the price cannot be changed without your consent, even if the costs increase.

If you are given an **estimate** for a service, the final price can vary from the one in the estimate. However, it should still be reasonable for the amount of work done and should not be significantly higher than the original price without your agreement. Variations in price will also depend on the actual service that was agreed. For example, if you take a television in for repair and ask for it to be fixed, you will have to pay the price charged for the repair unless you had agreed to a financial limit before the work had started. However, you must only be charged a reasonable price (see below).

If **no price** has been **agreed**, there is an *implied* term in your contract that the work will be carried out for a reasonable price. To find out whether the price is reasonable, you can compare it with the prices charged by other suppliers. You **don't have to pay** for any additional work that is carried out without your agreement. If someone tries to charge you more in these circumstances, they may be committing a criminal offence and you should report them to Consumerline on 0845 600 62 62.

### Services - what the law says

When you make an agreement to have a service carried out, the law says the work must be:

- **carried out with reasonable care and skill**; *and*
- **finished in a reasonable time**, unless a specific time has been agreed. What is reasonable will depend on the amount of work involved. For example, you would only expect dry cleaning to take a few days, whereas building work could take a few months. The only exception to this is when the delay is due to circumstances outside the supplier's control; *and*
- **provided at a reasonable cost**, unless a definite price has been agreed.

If you bought goods as part of the service (for example, when having a kitchen fitted), the goods must:

- **match their description.** This means they must be as described by the seller. This includes any written description in a brochure or catalogue. In most circumstances, it also means that they must conform to any advertising claims made about them; *and*
- **be of satisfactory quality.** This means that the goods must be fit for their purpose and meet the standards any reasonable person would expect, taking into account the description, the price and all other relevant information. This includes the appearance and finish of the goods, whether they are safe and durable and free from defects (including minor defects).

### **Guarantees**

If the service was sold with a guarantee, you may have additional rights under the guarantee. The guarantee cannot take away your statutory rights.

### **Special rules if you have paid by credit**

If you used your **credit card**, or the trader arranged the finance for you and the cost of the work is over £100 and less than £30,000, the credit company may be **equally liable** for any breach of contract. This means that you may be able to claim compensation from the trader, the credit company or both jointly.

### **Cancellation**

If you bought services from a trader away from the trader's premises, for example, in your own home or in your workplace, you may have rights to a cooling-off period.

You may also have the right to a cooling-off period if you bought services from a trader without face-to-face contact, for example, over the internet, over the telephone, or through digital television.

If you have very recently signed a credit agreement away from the trader's business premises (for example, in your own home) and the contract was signed after face-to-face discussion with the trader, you may have a short period in which to cancel the agreement. If the contract was signed on the trader's business premises, you may be able to withdraw from the contract if you notify the credit company before they have signed their part of the agreement. Such rights last a very short time. If you wish to exercise these rights, you should telephone the credit company immediately and confirm your withdrawal in a letter sent by recorded delivery. Keep a copy of the letter.

### **Remember:**

- You **cannot usually cancel** the work because you have changed your mind or have found a trader that will do the work more cheaply. However you may be given cooling-off rights in certain circumstances. See notes on cancellation above
- Only pay the final amount when the work has been completed to your reasonable satisfaction
- **Do not sign any document that states you are satisfied with the work until you have had sufficient time to test it.**

## Your rights if the service is unsatisfactory

### Refund

If you have paid a deposit, the work has not started and the trader is in breach of contract, you may be entitled to a refund, for example, if it was a condition that work would start before a certain date and that date has passed. If work has started, you would *usually* be expected to allow the trader to rectify the problem, unless you can justify why the trader should not return, for example, if a site is left in a dangerous condition.

### Replacement or repair

If you buy goods from a trader who also installs them for you, you can ask the trader to replace or repair the goods free of charge if they are faulty or if they were installed without reasonable care or skill.

You can ask for a partial or full refund if:

- it's impossible to replace or repair the goods
- replacement or repair would be unreasonably costly for the trader when compared with alternative remedies
- the trader fails to replace or repair the goods within a reasonable time of having agreed to do so or causes you significant inconvenience
- the goods have worked for some time before they go wrong or only one of their functions has gone wrong.

The amount of money you get back may be reduced to take account of any use that you have had out of the goods.

### Compensation

You may be entitled to compensation if the work was not carried out with reasonable care and skill or is not finished within a reasonable time, or if you accepted a repair which turns out unsatisfactory. You might also be entitled to compensation if you have incurred additional expenses because of the trader's negligence or breach of contract, for example, a carpet is ruined because of unsatisfactory repairs to a washing machine.

If you have suffered an injury as the result of work done which is unsafe, you might also be entitled to compensation. You should always take legal advice before accepting compensation for personal injury.

## How to solve your problem

Collect all your documents together, including your estimate, contract, credit agreement, if applicable, and any guarantee you were given at the time the work was done.

If someone has been injured or if you think a criminal offence may have been committed, you should contact Consumerline on 0845 600 62 62 or the Health and Safety Executive before allowing the trader to rectify the work. Otherwise, contact the trader as soon as you discover the problem. If you visit, take a copy of all your documents and ask to speak to the manager or owner. Alternatively, write to the manager or owner and keep a copy of your letter. Explain your problem calmly but firmly and ask for a refund, a repair, a replacement, or compensation and set a time limit.

If you cannot agree on who is responsible, try to arrange for the trader to visit your home and examine the service. This should be done within 7-14 days. The trader may send a member of its service department or an independent expert. Be sure to take a note of the person's name and company and any comments made.

If you are still dissatisfied, find out whether the trader is a member of a trade association with a conciliation, mediation or arbitration service that can help sort out your complaint. You may have to pay for using the arbitration service but conciliation is usually free. If you use an arbitration service, any decision will usually be legally binding and will prevent you from taking court action except to enforce an award. If you would like more information on the implications of using these services, you should contact the appropriate trade association before you commit yourself.

Alternatively, if you choose not to use the trade association and if the cause of the problem is in dispute, it may be necessary to obtain an expert opinion. An independent expert could be anyone unconnected to the dispute who is suitably qualified and who is prepared to put their findings in writing. Reports of this nature must usually be paid for. You may be able to get the trader to meet half the cost of the report. If you have to pay all or part of the cost of the report, you should reach agreement in advance with the trader on the choice of expert and confirmation that you will **both** be bound by the expert's findings. You should then be able to recover your contribution if the complaint is upheld.

If the matter is still not resolved, write to the trader and/or the credit company, if applicable, repeating your complaint and the steps that have been taken. Say you are giving them 14 days to resolve the problem or you will ask another company to carry out the work and that you intend to recover these charges from them. You can say you will consider legal action. Send your letters by recorded delivery with a copy to the head office, if applicable. Be sure to keep copies of all correspondence.

If the trader makes an alternative offer, you can either accept or continue to negotiate. Be realistic in what you will accept. You may not get a better offer by going to court.

If you do not receive a reply to your letters or the trader refuses to do anything or makes a final offer you are unwilling to accept, you will have to consider going to court. **Remember court is your last resort.** Before going to court, you need to consider whether you have sufficient evidence. You will also need to find out whether the firm is solvent. It's not worth suing a person or company with no money.

**If you have lost money on a service, don't waste more money on a case you cannot win.**

## Further help

### Citizens Advice Bureau

Citizens Advice Bureaux give free, confidential, impartial and independent advice to help you solve problems. To find your nearest CAB visit [www.citizensadvice.co.uk](http://www.citizensadvice.co.uk) or look under C in your phone book.

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