

[brief cases]

Two cases from our lawyers' files

Rain of terror

Anglian spent three years trying to fix a leak

John Allan gave Anglian Home Improvements 12 chances over three years to sort out a leak in his new £6,810 conservatory. Only when we stepped in did the company throw in the towel and pay for the cost of having it removed and a new one built.

In August 2001, just four months after Anglian had installed the conservatory, John noticed water running down the wall. The fitter diagnosed faulty pebbledashing, which surprised John as he'd had no such problem with his previous conservatory. All the same, he paid for it to be re-pebbledashed. It didn't cure the leak. John then discovered that the conservatory was coming away from the wall where some of the plaster was cracked. Anglian sent another fitter. But the rain still came in.

Anglian's fitters came back several times after that but the conservatory continued to leak. Then, in April 2003, John noticed that the carpet in his front room was wet through and stained – rain had seeped through a hole left by Anglian when it had removed the previous conservatory. Water was also dripping from the roof.

A fitter called a month later but the leak remained. John was desperate. He sent Anglian a

list of all the things he wanted checked out. The fitters left some jobs unfinished and ignored others completely. In November 2003, John came to us.

We wrote to Anglian saying that, although John would rather have the conservatory removed and all the damage repaired, he was prepared to give the company one last chance to put things right. This time, though, the fitters didn't have enough materials to complete the job.

By now, John was convinced the conservatory was worse than it had been before Anglian tried to sort things out. We told Anglian it must complete the work to a satisfactory standard, or John would seek compensation. That was in February 2004.

In a last-ditch attempt to make amends, Anglian volunteered to put up a new conservatory. Initially, John agreed but, when Anglian seemed to be going back on some of the terms of the agreement, John demanded compensation for the cost of having a third party remove the conservatory, put right the damage and build a new one, plus compensation for the unnecessary re-pebbledashing and ruined carpets. Anglian eventually agreed to settle and John accepted £11,061.

POINT OF LAW

A supplier has a duty to provide its service with reasonable care and skill, using materials that are of satisfactory quality. If this isn't the case, and the supplier can't sort things out, you can claim the cost of having a third party complete the contract satisfactorily.

The story of the fairy-tale prints

Robert stood to lose nearly £6,000 when he fell foul of an artful dodge

The Consumer Credit Act came to the rescue of Dr Robert Andrew when a firm of art brokers went bust, leaving him £5,975 out of pocket for four paintings he never took possession of.

In February 2003, Ashley Jenkins Ltd phoned Robert with a proposition – namely, the chance to invest in authenticated works of art by named, contemporary Spanish artists. The idea was to sell the paintings on a



Dr Robert Andrew

year or so later, hopefully at a profit.

The deal seemed good to art lover Robert and he used his Barclaycard to pay £5,975 for four prints.

The prints were held for safekeeping in a warehouse in Spain, and, over the next few months, Ashley Jenkins called Robert several times to assure him that his investment was doing well. So he was astounded to receive a letter from an insolvency company explaining that Ashley Jenkins Ltd was being wound up. There was no stock of art, no cash and no other assets.

Dr Andrew knew that, under section 75 of the

Consumer Credit Act 1974, credit card issuers are equally liable with suppliers if anything goes wrong with a credit card purchase. So he wrote to Barclaycard. When it prevaricated, he came to us.

We advised Robert to tell Barclaycard that he wanted his money back within 20 days or he would take the matter to court. Barclaycard refunded the sum in full before the deadline.

POINT OF LAW

If you use your credit card to buy something in the UK that costs more than £100 and less than £30,000, the credit card company is equally liable with the supplier for any breach of contract or misrepresentation. This is particularly useful if the company you bought from goes into liquidation.

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