

[brief cases]

Two cases from our lawyers' files

Unfit refit

The Whites fell foul of poor work

Bob and Janice White were badly let down when an interior design company that prided itself on the quality of its work and materials failed to deliver to standard. Instead of going to court, they agreed to let an independent expert decide the outcome. He awarded them £7,853.

Bob and Janice wanted top-quality work when they decided to refurbish their bathroom, en-suite shower room and adjoining bedroom. Shortland Fine Handcrafted Interiors seemed ideal. According to the brochure, the company produced 'bespoke, distinctive, innovative, handcrafted interiors... with an unrivalled level of personal service' and 'attention to detail in design and planning'. It also encouraged customer involvement. Confident that they were, in Shortland's own words, 'in the hands of an expert', Bob and Janice signed a contract for £22,851 and paid a deposit of nearly £7,000.

However, the grand promises weren't fulfilled. Bob and Janice felt their opinions were, in the main, ignored. The work overran and, when it was finished, it fell far short of the 'masterpiece' the brochure had led them to expect. Among other things, the bath was fitted incorrectly and, during

its refit, the gloss finish was spoilt; a basin sloped so that water ran into a cabinet below; and trims were cut short and bodged with sealant. Crucially, expensive marbled tiles were poorly laid (a few the wrong way round), despite assurances that the fitters had the expertise to lay them properly.

At the final inspection, Bob and Janice pointed out all the faults. Shortland agreed the work was not up to standard and offered compensation. Bob and Janice considered the amount inadequate and contacted their trading standards department. This, too, failed to resolve things, so they came to us.

We wrote to Shortland to say it had breached its contract under the Supply of Goods and Services Act 1982. This says that suppliers have a duty to provide a service with reasonable care and skill, using materials that are of satisfactory quality. As a result, the Whites were entitled to compensation.

Both sides agreed to refer the matter to an independent expert and to be bound by the decision. The expert declared the work below even a normal standard of skill and care and awarded Bob and Janice £7,853. Shortland also had to pay the expert's fees (more than £4,000).

POINT OF LAW

Alternative dispute resolution covers any method of resolving a dispute without recourse to legal proceedings. It can be cheaper and quicker than going to court. All parties must agree to it and must usually accept that the decision is final and binding.

Service brings things to a head

Raymond's £16,500 Mercedes was considered a fire risk

A £5,000 repair bill and faults so major that they presented a fire risk...that was the chilling news that greeted Raymond Taffurelli when he took his £16,500 Mercedes E-Class in for a service. Raymond was stunned – he'd had the car just seven months and it was only four years old when he bought it.

Raymond took his car in for its service after the recommended number of miles. He



Raymond Taffurelli

pointed out a fault with the 'cold start' light, which was staying on even when the engine was hot. But, during

the service, other problems emerged. The mechanic said these were so serious that they 'could cause the car to catch fire'. A defective cylinder head was diagnosed, which would cost around £5,000 to fix.

Mercedes and the dealers each offered to pay a third of the bill, leaving Raymond to pay the rest. Raymond didn't think that could be right so he phoned Which? Legal Service.

Luckily, Raymond had bought his car on hire purchase (HP). With HP, the finance company is solely liable if goods aren't durable – the dealers and makers didn't have to offer anything. So we helped Raymond pursue his claim with the finance company, Mercedes-Benz Finance.

After six months of delay, and countless letters, Mercedes-Benz Finance finally paid the remaining third.

POINT OF LAW

The Supply of Goods (Implied Terms) Act 1973 says that goods supplied on hire purchase must be durable. If they prove otherwise, you may be entitled to compensation. When you buy on hire purchase, you should pursue your claim with the company that provided the finance.

Legal
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