

[brief cases]

Two cases from our lawyers' files

Kitchen chaos

Delays caused Electra to reach crisis point

Electra Ratcliffe was forced to cancel a holiday when work on a new kitchen overran. Units that were the wrong height and a host of other problems meant the job was never completed. It then took her 18 months and a court case to get any money back.

Electra and husband Leonard bought their £3,853 kitchen range and appliances in April 2003 from the Croydon branch of Hygena at Currys, a division of MFI UK Ltd. They paid a deposit on their Co-operative Bank credit card.

Currys had said installation would take just five or six days. A fitter arrived at 9am on 2 June, as agreed – and left an hour later. Faults with the design and the units themselves meant he was unable to do anything. Electra had specified when ordering that the units had to be lower than normal but they were too high. The fitter returned over the next few days and did some bits and pieces. Electra complained and a different team of fitters arrived. Among other things, they damaged a door and left a hole in the wall when fitting a unit; they did work they weren't asked to do and didn't do work they'd been paid to do. In addition, the washing machine had to be plumbed in twice because there was no access

for maintenance or cleaning when it was fitted the first time.

The Ratcliffes had booked to go away on 21 June – two weeks after work was due to end. Electra's 90-year-old mother lives with them. Unable to leave her on her own with an unusable, incomplete kitchen, Electra had no choice but to cancel the trip, forfeiting £228 for the flights. She asked us to help.

We told Currys it had breached the terms of its contract by not completing the work, not using the required skill and by supplying goods that didn't meet their description. We asked it to complete the work, compensate the Ratcliffes if the units couldn't be altered, and refund the £228. Although we heard nothing, fitters did do further work, though they still didn't finish the job. So we wrote to Currys again, again with no response. We then contacted MFI UK Ltd. When MFI didn't respond, we helped Electra issue a claim against both MFI and The Co-operative Bank as, under the Consumer Credit Act, credit card issuers and suppliers are jointly liable (even if you've paid only the deposit by card). Before the case was heard, the Ratcliffes were offered £1,500, which they accepted.



POINT OF LAW

If a company fails to use reasonable skill and care, or supplies goods which don't meet their description, you can claim damages – usually the cost for a third party to finish the job. You can claim for other losses only if the company knew about them before the contract was signed.

Suite dreams turn sour

Shirley's order for a set of bedroom furniture wasn't fulfilled

Shirley Bonin got her money back when a company proved unable to supply all the items in a matching set of bedroom furniture.

Shirley ordered the £2,500 suite from a branch of Beaumont Beds in February 2003. It consisted of a bed, mattress and bed surround, a wardrobe, dressing table, mirror and two bedside tables.

Beaumont had promised Shirley that her order would be



Shirley Bonin

delivered in time for Christmas. But when the furniture arrived, at the end of November, the wardrobe and bed

surround were missing, and the dressing table was damaged. Shirley asked the driver to take the table back and rang Beaumont. She was again assured that everything would be sorted by Christmas. It wasn't.

Shirley started chasing her order again at the beginning of 2004. She phoned countless times and made 30 or so visits to the shop but the items didn't arrive. In August,

she came to us. We told Beaumont it had a choice: deliver the rest of the order and replace the damaged table or give Shirley her money back. Beaumont was unable to supply the missing items because of problems with its supplier. It offered to replace the order with 'superior merchandise from a much better supplier' or take away all the items and refund Shirley in full. Shirley chose the money.

POINT OF LAW

Where a number of items ordered form a set, and some items aren't supplied, you don't have to accept an incomplete order. You would be entitled to ask for your money back. Unless there are special circumstances (as here), you have a 'reasonable' time in which to act. What is 'reasonable' will differ from case to case.

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