

# [brief cases]

Two legal cases from our files



## A poor show

George had to fight to get his iBook mended for free

George Grimes found himself locked in battle with computer retail giant Computer Warehouse when his £1,500 Apple iBook went wrong. At first, it refused to carry out any repair for free; then, after he threatened to sue, it tried to fob him off with a credit note worth just £200 – and that was on condition that he sign an agreement to keep what had happened confidential.

The screen on George's iBook had begun to fade a year or so after he'd bought the computer, but the fault was sporadic and he'd been able to correct it himself. A year on, though, the fault became so bad, he went back to the company's Middlesex branch. Staff said there might be a loose connection but as the warranty had expired, he would have to get it repaired independently and at his own expense.

The expert George went to couldn't find anything wrong with the wiring but said there could be a fault with the logicboard. George returned to Computer Warehouse. After much wrangling, it agreed to repair it for free. But eight months later, the screen faded again, so George went back. He collected his iBook after a couple of months, but the fault recurred. So he took it back a third time.

A month later George was told that the problem was due to a faulty power lead that was damaging major components. He would be kept informed.

When he heard nothing, George made his own enquiries. Computer Warehouse confirmed it still had his iBook and asked George whether he wanted a quote for the repair. Furious, George threatened to sue. Computer Warehouse responded by offering a credit note worth £200.

Exasperated, George came to Which? Legal Service. We advised him that he did not have to accept a credit note and that he should hold out for a free repair.

Computer Warehouse repeated its offer but this time made it conditional on George agreeing to have no further dealings with the company and that 'all correspondence remain confidential between the parties involved'. George refused. We advised him to get another independent check.

When George went to collect his iBook, to his surprise it seemed to be working fine. But he went ahead with the inspection anyway. This confirmed that the fault had indeed been rectified and that the power lead had been replaced.

### POINT OF LAW

Where goods aren't of 'satisfactory quality', you have various options under the Sale of Goods Act, such as asking for a repair or replacement or (if you act within a reasonable time) rejection. The actual remedies open to you will depend on the facts. You do not have to accept credit notes.

## The part that never turned up

Brian's garage failed to get a replacement part when it said it would

Brian Pountney had to pay £311 to hire a car when his garage failed to repair his own in time for his holiday. The garage refunded him just £177 – until Which? Legal Service intervened.

Brian was driving home when the engine warning light on his Citroën Berlingo came on. The car was only one year old so he took it back to the garage where he'd bought it, Bristol-based Bryan



Brian Pountney

Brothers Citroën. The garage said that an engine part had failed and that it could get a replacement in six days.

Brian was due to go on holiday in a fortnight's time and would need his car. He was assured the part would arrive.

Over the next ten or so days, Bryan Brothers repeatedly promised the part would turn up. But the weekend before his holiday, Brian was told it wouldn't in fact arrive till the following Monday. He asked what the garage was going to do about organising a car for him. He was told nothing could be sorted

till after the weekend, so Brian booked a hire car himself for £311.

After his trip, Brian tried to get his £311 back. The garage sent a cheque for £150 plus VAT – £177. Not satisfied, Brian phoned Which? Legal Service. On our team's advice, he told the garage that, as the car was clearly faulty when supplied, he was entitled to the full £311 or he would sue. Six weeks later, Brian got his money.

### POINT OF LAW

If goods are faulty when you buy them, you are entitled to claim compensation for any expenses you incur which you and the supplier could reasonably have foreseen. Such expenses include the cost of alternative transport while your car is off the road.

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