



# Brief cases

Andrew's bathroom had to be reinstalled

## Barclaycard accepts joint liability for poor bathroom installation

### ANDREW'S STORY

Andrew Benfield decided it was time for a new bathroom. He settled on a £12,276 luxury suite from the Oxford branch of Ripples bathroom planners and fitters, and handed over payment in full. Staff there recommended he have the suite installed by Complete Installations, which was run by the showroom's manager and his wife. Andrew agreed and paid £2,479 of the £5,284 installation fee upfront, with the remaining amount to be charged to his Barclaycard in two instalments – the first when work began and the second on its completion. Andrew was told installation would take ten days.

A fitter duly arrived but three days into the job, Andrew had to

call a halt: in stripping out the old bathroom, the fitter was causing unnecessary damage to the walls. Andrew called in a plasterer to make good, costing him £350, and insisted that all future plastering be done by a qualified plasterer.

Over the next five months, Andrew had to endure a whole host of disasters – water leaking into other rooms; faulty electrical work; the bath not properly fixed and supported; a poorly fitted shower cubicle; a defective shower valve. Complete Installations also failed to fit a shower fan. This resulted in excessive condensation, which led to mould growing on the walls and ceiling and to the new wooden units being ruined. The installation was so bad that Andrew had to pay other workers to put things right,



Andrew had to pay £1,288 for other workers to put things right

which cost him a further £938. He was by now so dissatisfied that he asked another firm of fitters to quote: it said the only solution was to start again.

Andrew spent four years trying to get satisfaction from Complete Installations. Finally, he turned to Which? Legal Service. Our lawyers told him he had a claim against the company under the Supply of Goods and Services Act 1982, as the work had not been done with reasonable

skill and care, and that he could also pursue the claim against Barclaycard as, under section 75 of the Consumer Credit Act 1974, credit card companies are jointly responsible if things go wrong.

### RESULT

**Nearly six years after work began, Barclaycard paid out £19,092. This covered the cost of stripping out the entire bathroom and starting again.**

## WHAT TO BEAR IN MIND WHEN HIRING A TRADER

### STEP ONE

#### Find a reliable trader

To avoid problems over the prices charged, the time it will take to do the job and the standard of work, try to find a reliable trader. A good place to start is by asking a friend or relative to recommend someone. Membership of a trade association is no guarantee of quality of work but it may make it easier for you if things do go wrong.

### STEP TWO

#### Get it in writing

Ask for a firm written quotation, not an oral estimate, and get a written contract, especially for bigger jobs such as building work. The Supply of Goods and Services Act says work must be done within a 'reasonable time' but if you need it finished by a certain date, make 'time of the essence' by getting a firm date written into the contract.

### STEP THREE

#### Withhold payment till you're happy

Even if you take all the right precautions, things can still go wrong. If the work isn't to the standard you expected, you can withhold an amount equal to the cost of putting things right until you're satisfied. If the original supplier fails to put things right, you can call in a third party to complete the job.

### STEP FOUR

#### Consider court action

If the original trader refuses to cover the cost of a third party, you may want to consider court action. But beware: if your claim exceeds £5,000 in England and Wales (£750 in Scotland and £2,000 in Northern Ireland), it won't be allocated to the small claims track of the county court and, if you lose, you may have to pay the costs of the other side's solicitor.

### STEP FIVE

#### Alternatively, try the credit provider

If work costs more than £100 and less than £30,000, and you've paid no more than £25,000 by credit card or a credit deal arranged by the seller, you can pursue your claim against the card issuer or credit provider. Under the Consumer Credit Act, they're jointly liable with suppliers if things go wrong.

Two cases about shoddy work from the files of our Which? Legal Service consumer lawyers, plus topical legal advice. This month: summer holiday jobs for children



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## Shoddy workmanship lands firm in court

# Dealing with work that's unsatisfactory

### ADRIAN'S STORY

Car restoration specialist PJ Smith made such a poor job of respraying Adrian Shimmans' classic car that he took the company to court – and won back the full amount that the work had cost him.

Adrian entrusted his Mark 1 Escort RS2000 to Bedford-based PJ Smith for a full body respray. The work was meant to take six to eight weeks and cost at most £2,500.

In the event, Adrian had to wait ten months before his car was ready. To his great dismay the colour of the bonnet, boot lid and doors didn't match the colour of the body. He waited another couple of days for PJ Smith to put things right and then went back to collect his car, at which



**Adrian was charged double the estimate for respraying his car**

point he was presented with a bill for £5,235. He refused to pay what amounted to double the estimate. Both parties settled on £3,175.

Back home, he noticed that large areas of paint were flaking off. Armed with a report from the RAC, which said the paintwork was not of a satisfactory standard, Adrian

asked PJ Smith for his money back. It refused and arranged for its own inspection of materials used in restoration. This recommended stripping the car and starting again but PJ Smith ignored the advice and told Adrian it would correct just the disputed areas.

Adrian had by now lost all faith in PJ Smith and asked Which? Legal Service for help. Our lawyers said he had a claim under the Supply of Goods and Services Act 1982 since the work had not been carried out with reasonable care and skill and the materials used were not of satisfactory quality. PJ Smith continued to refuse to give Adrian his money back, so we advised him how to take his claim to court.

### RESULT

**Adrian was awarded the full £3,175, plus £420 for legal costs, the expert's report and interest.**

## IF A JOB'S NOT DONE PROPERLY

### STEP ONE Try talking

Often things can be resolved amicably so talk to the supplier to see whether it will put things right free of charge.

### STEP TWO Call in an expert

If that fails, consider calling in an independent expert. Try to agree in advance with the

supplier to use the same expert and that you'll both be bound by the findings.

### STEP THREE Go elsewhere

If the report is favourable to you, but the supplier won't put things right, get a third party to finish the work and recover the cost from the supplier, through the courts if necessary.

## Legal tip

## The law on children working

# Holiday jobs

**Here's what the law says about children and summer holiday jobs**

### Minimum age

Children must be at least 13 before they can legally work.

### Maximum hours

The number of hours a child can work in the holidays are:

- 13- to 14-year-olds: up to five hours a day Monday to Saturday and up to two hours on Sunday – to a maximum of 25 hours a week
- children 15 and over: up to eight hours a day Monday to Saturday and up to two hours on Sunday – to a maximum of 35 hours a week.

### Time off

All children must have at least a two-week break.

### Rates of pay

Children under 16 aren't covered by the minimum wage. Children between 16 and 17 must be paid a current minimum of £3 an hour. This increases to £4.25 at age 18.

### No-go areas

Children under 16 can't work on a market stall but some councils will allow 14-year-olds to do so if it's owned by the child's parents. Jobs in the media and in modelling need a performance licence from your local authority. Children of school age can't work in any industrial setting (a factory or industrial estate).

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