

Which? news

Make the most of Which?

■ Money phone in

The Which? Money team will be taking your calls on Thursday, 12 March to answer questions on general money matters. We can deal with queries on issues such as bank charges, savings, insurance matters and problems you might be having with financial products or providers. To speak to our team, call 01992 822800 or 0845 307 4000 between 10am and 3pm on 12 March quoting your Which? membership number. We'd also like feedback on the team's latest reports. We're not regulated to give individuals financial advice – ask for advice from an independent financial adviser (IFA) if you need help with financial planning.

■ Bargain hunters wanted

We're always interested to hear about bargains you've found, particularly in these difficult financial times, so we've set up an email address to collect them. Email bargains@which.co.uk to tell us about the latest deals you've spotted on the high street, whether it be an MP3 player, washing machine, or a money product or service.

■ Save on energy bills

Don't forget that you could save hundreds of pounds by switching energy providers through our free service Which? Switch. Households that switched to dual fuel packages between August and December last year saved an average of £257. For more details, visit www.whichswitch.co.uk.

WHICH? HOLIDAY TEAM

Holiday confusion takes the wind out of couple's sails

Our experts help holidaymakers to win compensation over information given in a First Choice brochure

When David Roe and his wife Veronica booked an all-inclusive holiday to Aruba with First Choice, they expected free windsurfing to be included as part of the £2,250 package.

David loves to windsurf, but doesn't get the chance at home in Northumberland.

He said: 'Every all-inclusive holiday we've been on has included windsurfing.'

'That's one of the reasons we chose this package – it's the main criteria for us picking a hotel.'

However, when they arrived at the Holiday Inn Sunspree Resort in Aruba, David was told by the rep that windsurfing was not included in the price and that the resort had never offered windsurfing as part of the all-inclusive deal.

Activities that aren't part of the all-inclusive price of a First Choice holiday are usually marked by an asterisk in the company's brochure. But this was not the case for windsurfing, the brochure simply said 'nearby'.

When the couple returned from the holiday, David wrote to First Choice to complain. After three months of emails and letters, First Choice told him that it was under no obligation to compensate him.

David turned to *Which? Holiday* for help. After we contacted First Choice, the



David Roe on the beach near his Northumberland home

company offered David £180 compensation and apologised for any inconvenience caused.

First Choice told Which?: 'We take great care to ensure the information in all our brochures regarding a property is a correct and true representation of the package we offer. It is never our intention to wilfully misinform our customers.'

It said the information about the Holiday Inn Sunspree in Aruba has now been updated to reflect that windsurfing is not part of the all-inclusive price.

TAKE ACTION If you do not receive services or activities you believe you've been promised as part of your holiday as outlined in a brochure, you can take a complaint to the small claims court citing the Package Travel Regulations, article six. Under this legislation, a brochure description is legally binding, so a tour operator must provide what's promised or compensate you if it isn't. You can report misleading brochure information to your local Trading Standards office.

Brief case The Marshalls' story

Hugh and Gill Marshall wanted solar water heating to do their bit for the environment and save a bit of money. But they faced a series of problems in trying to get it installed

When the Marshalls signed up to have solar water heating installed, they didn't expect to wait six months for the work to be done.

The couple signed a £7,086 contract with Solarsol in July 2007 and were told by the company that the system, including two roof panels, would be installed in 'six to eight weeks, subject to planning'. Hugh then paid a £2,362 deposit.

Eight weeks later and with no date for installation, Hugh called Solarsol. The Marshalls then left for a six-week holiday, expecting news on their return in November.

When they got back, a letter from Solarsol was waiting. It said that the architect that dealt with its planning applications had originally said that planning permission for the roof panels was not required. Solarsol said it now turned out that permission would be needed.

As four months had passed and with an estimated eight more weeks for permission and installation, Hugh

asked for a refund or a substantial discount and accepted £362 discount.

Just before Christmas, he was told planning permission had been granted. By the end of January, the couple still hadn't been given an installation date and Hugh demanded a full refund. Solarsol offered to install the system the following week. Hugh rejected this, but Solarsol refused to return the deposit.

Hugh called Which? Legal Service. We explained that he could argue Solarsol was in breach of contract by failing to provide its service in a reasonable time and that, as a last resort, he could bring a small claims action. With our advice on the procedure for this, Hugh started court action.

When Solarsol failed to follow part of the court procedure, we advised Hugh on how to apply for judgment.

RESULT The judge ordered Solarsol to pay £2,669.62, which covered the Marshalls' deposit, interest and the £80 court fee.



Gill and Hugh Marshall wanted solar heating installed



TACKLING PROBLEMS WITH CONTRACTORS

■ 'Reasonable time'

Where no specific date is agreed, a service must be provided within a 'reasonable time'. What is reasonable will depend on the circumstances.

■ Responsibility

The trader that you have a contract with is always legally responsible for the actions of any sub-contractors involved.

■ Small claims procedure

Failure to follow the court procedure and deadlines could result in you not being allowed to put evidence, having judgment entered against you, or even losing your claim altogether.

■ Planning permission

If you are interested in installing solar panels, check

at the start whether planning permission will be required. If you're in a conservation area or live in a listed building, there are extra permissions you'd need to investigate before signing anything.

■ For more information

See www.which.co.uk/eco-friendly-homes for more on solar and wind power.

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