

Problems with Goods and Services

Your legal rights



*Community
Legal Service*



If something you buy breaks down or doesn't work properly, you could be able to get a new one, your money back, or compensation. And if you pay someone to do a job for you, and they don't do it properly, you may not have to pay them for it. This leaflet explains how consumer laws work, and what you can do to sort problems out.

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The leaflets in this series give you an outline of your legal rights. They are not a complete guide to the law and are not intended to be a guide to how the law will apply to you or to any specific situation. The leaflets are regularly updated but the law may have changed since this was printed, so information in it may be incorrect or out of date.

If you have a problem, you will need to get more information or personal advice to work out the best way to solve it. See 'Further help' on page 23 for sources of information and advice.

If you have a problem with something you buy or something you pay for, there are laws that can help you sort your problem out. Of course, you don't need to go to court to get most consumer problems sorted out. But your chances of getting a shop, tradesperson or other service provider to deal with your problem properly are much better if you know your legal rights.

Many companies will deal with a complaint and, for example, replace or repair something without question. But if your complaint doesn't solve the problem, this leaflet explains your options – how to take things further, including how to get expert legal help for your case.

The 'Further help' section on page 23 has contact details for organisations that may be able to help you deal with your complaint.

What is the difference between 'goods' and 'services'?

If you have a problem with something you've paid for, it's important to know whether your problem is about 'goods' or 'services', because your legal rights may be different.

Usually it's obvious whether things are goods or services. Examples of goods are:

- groceries;
- clothing;
- furniture; and
- household appliances.

Examples of services are:

- dry-cleaning;
- hairdressing; and
- home improvements.

However, sometimes goods are supplied as part of a service. For example, if you have double glazing fitted or get your car repaired, it is a service. But if the goods make up a part of a contract (such as a replacement engine for a car), both areas of law can apply.

Dealing with problems with goods

If you have a problem with a product, you should first complain to:

- the retailer (the place you bought it from); or
- if it is under guarantee, the manufacturer.

They may offer to fix it free or replace it without an argument. When you contact them, be clear about whether you want:

- a refund (some or all of your money back).
- a replacement; or
- a free repair.

You may also want to ask for compensation if you have lost out because the product was faulty (for example, if you had to throw out food which had spoilt because your freezer broke down).

If the retailer won't do what you want, don't be fobbed off. Sometimes just making a shop know that you are aware of your legal rights is enough to make them sort the problem out.

However, if a retailer refuses to sort out your problem (or won't deal with you at all), you may have to take legal action. Sometimes the threat of legal action, or the first stages (like getting a county court summons), is enough to get them to act.

Your legal rights

There are several laws which you can quote if you make a complaint about something you've bought. The most important one is the Sale of Goods Act 1979 (later strengthened by the Sale and Supply of Goods Act 1994). New regulations (the Sale and Supply of Goods to Consumers Regulations 2002) give you extra rights if something is faulty.

The law says that goods must:

- fit any description given (for example, on the label or packaging or in an advertisement). So a 'waterproof' jacket really must be waterproof.
- be of satisfactory quality. This means they must be in good condition, safe to use, strong enough to last a reasonable length of time and have no faults.
- be fit for their purpose. This includes any purpose you made clear when you bought or ordered the goods. So, for example, if you told a shop that you wanted a printer which would connect to your type of computer, the printer should do this.
- match any sample you were shown. So if you order a sofa, the fabric must match what you were shown when you ordered it.

- come with adequate installation or self-assembly instructions (if appropriate).

It is important to know that these rights are against the retailer, not the manufacturer. The retailer is the shop or company which sold the goods to you, and this includes a market stall, mail-order company or website. The retailer cannot pass the buck by telling you to contact the manufacturer about a fault.

You can complain to the manufacturer if you want, and this may be a good idea if the product is covered by a guarantee. (For more information about guarantees see page 8). But you cannot use the Sale of Goods Act to take the manufacturer to court.

The 2002 Regulations also say that advertising by the manufacturer or importer of a product forms part of your contract with the retailer. If an incorrect statement in such advertising misleads you, you may have a claim against the retailer. This would depend on things like whether the retailer could show that the error had been publicly corrected (in national newspapers, for example) before you bought the goods.

What the law says a retailer must do about faulty goods

If you think goods are faulty when you get them home, you should tell the retailer as soon as you can. The Sale of Goods laws say you must be given a 'reasonable' length of time to examine goods you buy, and check they are satisfactory. If they aren't, you can 'reject' them and get your money back, but only if you do this within a 'reasonable' time. What is a reasonable time depends on the type of product, but it may not be very long, and could be as little as a few weeks.

Instead of a refund, you could accept a replacement or a repair, or claim compensation (usually the cost of repairing or replacing the goods). But you don't have to take these options if you don't want to. If you do let the retailer repair something that is faulty, you may still have the right to get your money back if the repair doesn't work.

If you've left it too long to 'reject' the goods and get a refund, or a fault appears later on, you still have rights under the 2002 Regulations mentioned above.

- If the fault appears in the first six months, you're entitled to a repair or a replacement (but not if the fault is just 'fair wear and tear', or is caused by accidental damage or misuse). If the retailer disputes your claim, it's up to them to prove the product wasn't faulty in the first place, or couldn't reasonably be expected to last that long.
- The retailer can choose to replace an item rather than repair it (or the other way round) if the alternative would be much more costly for them.
- If the fault appears after six months, you may still be entitled to a repair or replacement. But if the retailer disputes your claim, it will be up to you to prove that the product was faulty when you bought it.

The retailer must pay for any delivery costs involved in repair or replacement, which must be carried out within a 'reasonable' time. If it's not possible or practical to repair or replace the goods, you will still have the right to some or all of your money back, depending on how much use you have had from the product since you bought it.

You might also be able to claim for 'consequential loss' if you're out of pocket because of a fault (for example, if you had to hire an emergency replacement). But you must have acted reasonably and the amounts claimed must be in proportion. (See also 'What if a product hurts someone or damages something?' on page 9).

You have six years from when you bought something to start a legal claim under either the Sale of Goods Act or the 2002 Regulations (this doesn't mean that all goods must last that long – six years is the time limit for making a claim about something that was faulty to start with).

Buying things elsewhere in the EU

The 2002 Regulations come from a European Union Directive to improve consumers' rights when buying goods. If you buy something in another EU country, you have similar rights against the retailer, except that in some countries these only last for a minimum of two years instead of six as in the UK. Your rights are against the original retailer – you can't choose to take a faulty product back to a UK shop instead.

What 'reasonable' means

The word 'reasonable' appears quite often in consumer laws (for example, expecting something to be delivered in a 'reasonable' time, or a job done at a 'reasonable' cost). This can cause problems, because it means different things in different situations. In difficult cases (such as how long something should last with normal use) you may need to get an opinion from a trade association or independent expert.

When the Sale of Goods Act doesn't apply

The Sale of Goods Act doesn't apply when you buy a house or flat. And if you buy something privately (from a person, not a business, like a shop), the legal principle of 'buyer beware' applies, so you should check something carefully before you buy. This is because the parts of the Sale of Goods Act which say something must be 'of satisfactory quality' and 'fit for their purpose' don't apply to private sales.

But you do have some rights when you buy privately. The law says that even private sellers must not 'misrepresent' goods to you by misleading you or lying to you about something. So, for example, a person must not give you false information about the age or mileage of a second-hand car they are selling.

If you relied on something they told you when deciding to buy and it turned out not to be true, you may be able to claim compensation from them. But you may need legal help to decide whether you can do this and how to go about it.

What about something I've bought at auction?

In theory, the Sale of Goods Act has always applied to auctions, though auctioneers often (legally) display a notice excluding most of your rights under the Act. But the 2002 Regulations give you some new rights:

- if you buy new goods at an auction, you have the same rights as if you buy from a normal retailer (though it may be very hard to enforce your rights against people who set up one-day sales and then disappear);
- you also have these rights against the auctioneer if you buy secondhand goods in an auction which you could not attend in person (such as a telephone-only or internet-only auction). But this isn't the case if you buy at an auction you attend (or could have attended) in person.

Internet sites which allow private sellers to auction items usually make it clear in their terms that your contract is with the seller, so it counts as a private sale and you won't have extra rights under the Regulations.

How do guarantees and warranties work?

Many products come with a free guarantee or warranty from the maker. This may promise, for example, a free repair or replacement if the product goes wrong within a year. There's no legal difference between a guarantee and a warranty. If the goods are still 'under guarantee' when you have a problem, using the guarantee may be the easiest and quickest way to sort it out.

If something you buy is faulty, your rights under the Sale of Goods Act are against the retailer. Any benefits given by a guarantee are on top of these rights. They cannot replace them or take them away. This is why you will often see the phrase 'this does not affect your statutory rights' with a guarantee or on a receipt, for example. And you will still have your Sale of Goods rights even after the guarantee has run out (see 'What the law says a retailer must do about faulty goods' on page 5).

To benefit from a manufacturer's guarantee, you may have to meet certain conditions. For example, you may have to have your car serviced at certain mileages. If you don't, the manufacturer may not fix the car for free if it has a problem. But again, this does not affect your Sale of Goods Act rights.

How do extended warranties work?

On top of the maker's guarantee, you may also be able to buy extra years of cover ('an extended warranty') from the manufacturer or from the retailer.

An extended warranty is often more like a breakdown-insurance policy. It includes a contract, which should explain exactly what sort of problems or faults will be covered, and which ones won't. Check the terms carefully to see what is covered. For example, problems caused by 'wear and tear' are often not covered.

What about something I've bought secondhand?

Your rights also apply to secondhand goods, although the law says you must take into account the price you have paid, and be prepared to have lower expectations of quality. For example, it wouldn't be reasonable to expect a 10-year-old, high-mileage car to perform as well as a brand new one, or to last as long.

What about things bought in a sale?

You have the same rights to a refund, replacement or repair with goods in a sale as with non-sale goods. But if the goods were reduced in price because of a fault that should have been obvious to you in the shop, or was pointed out to you (for example, a chip in a vase), you won't be able to get a repair, refund or replacement because of that fault.

What if I change my mind about something I've bought?

If you simply decide you don't like something, or it doesn't suit you, a shop may give you your money back or give you a credit note to use on some other item. But legally, a retailer doesn't have to do either of these things. The law on refunds and replacements applies only if something is faulty.

What if I have a problem with a gift?

In general, if someone buys you a gift and it turns out to be faulty, it is they who have rights under the law, not you. If you can, ask them to help you sort out the problem.

Or if you are giving someone a gift, you can let them deal with any problem by naming them as the person who it is for when you buy it. You can do this by writing their name on a receipt, invoice or guarantee card.

What if a product hurts someone or damages something?

Sometimes a faulty product may harm people or damage other things (for example, if an electrical appliance catches fire and damages your home). In this case, different laws apply, relating to what is called 'product liability'.

If a product injures someone or damages something, the manufacturer (or the importer) is responsible, under the Consumer Protection Act 1987. However, if the retailer cannot tell you who the manufacturer or importer is, they will be responsible.

The Act says that you may be able to claim compensation if faulty goods cause injury or damage to property (as long as the damage amounts to at least £275). You cannot claim if you bought the item more than ten years ago. Remember that you may need to claim separately against the seller for damage to the product itself (under the Sale of Goods Act), because this is not covered by the Consumer Protection Act.

To claim against the manufacturer or importer, you have to prove that the product:

- was 'defective' (it was less safe than you could reasonably expect, not just that it was of poor quality); and
- caused the damage or injury.

You may need an independent expert to confirm that any damage was caused by the product being defective.

If a product has caused serious injury to someone, you will need specialist legal help from a personal injury solicitor. See the Community Legal Service leaflet 'Personal injury' for more information.

What if I change my mind after ordering something?

When you order something and pay a deposit, you enter into a contract. If you change your mind and break the deal, you cannot insist on your money back, so you may lose your deposit.

You can't normally back out of a contract once you have signed it, unless it says in writing that you have the right to change your mind within, say, 14 days. So never sign a contract without reading it first. However, there are also some specific cases where you may legally be able to back out of a contract you've signed (see 'What if I sign up to buy something in my home?', below, and 'What are my rights if I buy on credit?' on page 14).

What if I sign up to buy something in my home?

If a salesperson makes an 'unsolicited visit' to your home and you sign a contract to buy goods or services, you normally have a seven-day 'cooling-off period'. This means you can cancel your order within seven days for any reason, without having to pay anything. An 'unsolicited visit' is one where the salesperson arrives on your doorstep without warning, or makes an appointment to visit you after a phone call or letter that you didn't ask for.

You are also protected if, after an unannounced visit, you agree to the salesperson coming back at a later time. But if the salesperson visits you because you have phoned their company asking for a visit, you don't have the same right to a 'cooling-off period'.

What rights do I have when getting things delivered?

The Distance Selling Regulations 2000 say that if you buy something by phone, mail-order or over the internet, your order should be dealt with within 30 days (unless you agree to something different).

But these regulations don't apply if you order something in person (for example, in a shop). So you may need to agree a specific date for delivery, include this in the contract (for example, by writing it on the order form) and agree that this deadline is vitally important. This is called 'making time of the essence'. If the order doesn't then arrive on time, you could cancel it and get a refund.

If you haven't made time 'of the essence' when you order, and the goods are seriously delayed, you can enforce a reasonable time limit by writing to the retailer and setting a final date for delivery. If the goods don't arrive within that time, you can then cancel the order.

Problems with installation

If installing goods (such as carpet or kitchen units) is part of your contract with the retailer and it isn't done properly, you have rights under the Sale and Supply of Goods Regulations 2002 against the retailer, for repairs, replacement or compensation. This is the case even if the retailer sub-contracts another firm to do the job. But if you find and pay an installer separately, you will have to claim against them yourself if there are problems (see 'Dealing with problems with services' on page 14).

What if something is marked with the wrong price?

If something is wrongly marked with a lower price, you can't insist on buying it at that price. The law says that a retailer can refuse to sell anything to you, at any price, without giving a reason. But if a retailer sells you something at too low a price by mistake, they can't later make you pay the extra, unless they can show that you knew the price was wrong.

Under the Consumer Protection Act 1987, it is illegal to give misleading price information about goods and services. This applies to, for example:

- price labels;
- prices in catalogues;
- prices on shop shelves; and
- prices given over the phone.

It also applies where a shop is comparing its prices (to another shop's prices, for example).

There are also rules about special-offer and sale prices. For example, if a shop advertises that a product has been reduced in price, they must have offered the goods at the old price (and in that branch, in the case of a chain) for at least 28 days in a row in the last six months. If they haven't, they must make this clear to shoppers.

These rules also say that prices for consumers (but not businesses) must include VAT.

Retailers must also make clear any extra charges which you cannot avoid paying (such as delivery charges).

What if I buy by phone, mail order or over the internet?

In general, the laws that apply to buying things in shops also apply when you buy by mail order or over the internet.

The Distance Selling Directive gives you extra protection when buying from any European Union country:

- by mail order;
- by fax;
- over the phone;
- over the internet; or
- through a TV shopping channel.

However, it doesn't cover auctions (including internet auctions), or buying from countries outside the European Union, such as Switzerland or America.

These regulations mean you must be given certain information before you buy. This includes:

- the name and address of the supplier;
- the price, including tax and delivery charges; and
- information about your right to cancel an order.

You must also be given:

- in most cases, a 'cooling-off period' of seven working days (which means you can cancel your order, without having to pay anything, within seven working days); and
- protection against fraudulent use of your credit card details.

The Regulations don't cover everything you might buy. Holidays and financial services (loans and investments, for example) are two such things. These are covered by their own separate rules.

What if there is something wrong with the food I buy?

The terms of the Sale of Goods Act and the Consumer Protection Act also apply to food that you buy. If the food you buy turns out to be 'contaminated', you may be able to claim compensation. Food can be contaminated by:

- bacteria which gave someone food poisoning; or
- unwanted objects, such as glass or metal, which hurt or could have hurt someone.

You could claim against:

- the retailer you bought it from, because the food was not 'of satisfactory quality' under the Sale of Goods Act; or
- the food manufacturer, because the food was not safe under the Consumer Protection Act.

If you do want to claim, you will probably need to keep evidence that the food was contaminated. If the food made someone ill, you may need a doctor's report to prove it.

If you think you were made ill by food in a restaurant, you could claim compensation for:

- the cost of the meal;
- pain and suffering caused by the illness; and
- any loss of earnings or other expenses (for example, for time off work when you were ill or to pay for childcare).

The Food Safety Act 1990 says it is illegal to serve food that is not fit for humans to eat. You should tell the council's Environmental Health Department (for the area the restaurant is in).

What are my rights if I buy on credit?

If you pay £100 or more for something using credit (such as a credit agreement or a credit card), the Consumer Credit Act 1974 gives you rights against the credit card company if the goods are faulty, or if they aren't delivered. Along with the retailer, the card company is responsible for the things you buy. It is equally responsible for sorting out any faulty product or one that doesn't get delivered, so you can complain to the credit card company if the retailer won't help you. This is especially useful if the retailer has gone out of business.

The same Act allows a five-day cooling-off period for a credit contract that you didn't sign at the retailer's or the credit provider's property (which normally means contracts signed in your home).

Remember that the Consumer Credit Act applies to credit cards, but not to charge cards or debit cards, like Switch or Delta, for example.

What if I am sent something that I didn't order?

If you're sent something that you haven't asked for (called 'unsolicited goods'), you can keep them, sell them, or get rid of them however you want, as long as you have not already agreed to buy them or to send them back.

If the person who sent them says that you must pay for them or threatens you with legal action, contact the trading standards department at your local council.

This does not apply if you have ordered something, but have been sent the wrong item by mistake – then you must return it or pay for it.

Dealing with problems with services

If you have a problem with a service, you should first contact the service provider or company involved. They may offer to sort out your problem without an argument. It is best to put your complaint in writing and be clear about what you want done. This might be:

- sorting out work which wasn't done, or wasn't done properly; or
- compensation or a part refund for inconvenience, poor-quality work or a job which was finished late.

If they don't offer to sort your problem out, don't be fobbed off. Sometimes, just making someone know that you know your legal rights is enough to make them sort the problem out.

Your legal rights with services

If someone supplies a service (which may include both materials and labour), you have rights under the Supply of Goods and Services Act 1982 (as amended by the Sale and Supply of Goods Act 1994).

This says the service provider must:

- carry out the service with reasonable skill and care;
- complete it within a reasonable time (unless you have both agreed a specific time);
- make a reasonable charge for the service (unless you have agreed a charge in advance); and
- use materials which are of satisfactory quality and fit for the purpose.

If you buy something and the retailer arranges installation, you have rights against the retailer if there are problems with this (see 'Problems with installation', on page 11).

What the law says a service provider must do

The main points in the Supply of Goods and Services Act cover most problems with quality of work, from things you leave with a shop to be repaired to home improvements. A repairer must put things right if they:

- use faulty parts for a repair;
- fit parts wrongly; or
- damage your property while doing a job.

Getting work finished, and disagreements over cost are two common problems with services like home improvements. If you negotiate a definite completion time or charge for a service, this forms part of your contract with the supplier. A contract is still legal even if nothing is written down, but it may be difficult to prove what you agreed.

Some service providers ask you to sign a 'satisfaction note' when they finish the work (or when they have delivered something). In this case, you should write 'unexamined' next to your signature unless you have been able to thoroughly check the work or the things you've ordered. If you don't do this, it may be more difficult to claim for problems later on.

What is the difference between an estimate and a quotation?

'Estimate' and 'quotation' don't have legal definitions, but an estimate is usually seen as a guide to the cost of a job, while a quotation is seen as a firm price.

If you're given only a rough estimate or no price at all before a job is done, the service provider can still charge only a reasonable price for the work done. Even if a job is urgent (a burst water pipe, for example) it does not mean that you can be charged a much higher price.

Trade associations that represent different trades may be able to give you an idea of a fair price for a type of job. Otherwise, you can get quotes from several different traders to see what a fair price would be.

If you can, you should ask for an 'exact and firm quotation' in writing before agreeing to a big job.

How can a code of practice help me?

Many trade associations have a 'code of practice' for their members but not all codes are properly enforced or cover things useful to consumers. The Office of Fair Trading (OFT) has a scheme to approve codes which says that suppliers must offer (among other things):

- clear contract terms;
- protection of your deposit, if you pay one;
- proper complaints handling procedures; and
- a low-cost independent scheme to settle disputes without going to court.

An 'OFT-approved' code will not give you extra legal rights, but may make it easier to sort out a problem with the supplier.

What rights do I have when hiring something?

Like other goods and services, a hire company (including a rental or leasing company) must supply goods that:

- fit any description given;
- are of satisfactory quality; and
- are fit for the purpose.

It is illegal under the Consumer Protection Act 1987 for a hirer to supply goods which are not safe or goods which don't have the right instructions and safety warnings.

What if someone breaks an appointment to come to my home?

If a service provider misses an appointment to come on a certain day, they have broken your agreement with them. You might be able to claim compensation if you had to take a day off work, for example. However, this will depend on whether you told the trader this when you made the appointment.

Gas, electricity, phone and water companies have their own customer service standards which mean you should get a fixed amount of compensation if they don't turn up for an appointment. How much this compensation is may be on your bill (if it isn't, phone the company to find out). But even if a fixed amount of compensation is quoted, you can still claim extra if you think you need to.

Remember that the law works for businesses as well as consumers. If you make a booking or appointment with someone (a restaurant or hairdresser, for example) and you don't turn up, the trader can claim compensation for loss of business if they cannot fill your appointment.

What if I sign a contract which has hidden or unfair conditions?

The Unfair Terms in Consumer Contracts Regulations 1999 protect you against anything in a contract which is:

- unfair;
- unreasonable;
- unclear; or
- ambiguous (has more than one meaning).

What is unfair depends on the circumstances. A common problem with contracts is with 'exclusion clauses' (such as a sign in a dry-cleaners or a photo-processing shop which says the business is not responsible if your clothes or your photos are lost or damaged). These have no legal standing if they're unreasonable.

If you think you have a contract which has an unfair term in it, you can complain to the Office of Fair Trading (see 'Further help' on page 23 for details of how to contact them). If they agree with you, they may ask the service provider to change the term, though they cannot force them to compensate you. You will have to take action yourself to get this.

Ways to sort out your problem

If you have a problem with a service, and the service provider refuses to put the matter right or even answer your letters, there are several ways of trying to get matters sorted. Work through the options given below. You should at least think about each one, even if you don't follow it up, before moving on to the next one.

For more about using these, and other ways, of dealing with problems, without going to court, see the Community Legal Services leaflet, 'Alternatives to court'.

1. Conciliation and mediation

If the service provider belongs to a trade association, ask whether the association can help consumers who have a problem, or whether they have a conciliation service. Conciliation is an informal system where the association tries to find a solution which both you and the service provider can agree on. It may not be legally binding so the service provider wouldn't necessarily be breaking the law if they don't do what they said they would.

Mediation is similar, and involves an independent mediator who helps you and the person you are having a problem with work out a solution between you. See the Community Legal Service leaflet 'Alternatives to court' for more about this.

2. Arbitration

Arbitration is another way of finding a solution that both you and the service provider agree with. Any disagreement can be dealt with through arbitration if both of you agree to it. With arbitration, you and the service provider each put your side of the story to an independent person (the arbitrator) who then makes the decision. The arbitrator generally only looks at written evidence, so there is no hearing to go to.

Some trade associations have arbitration schemes, which are run by an independent arbitrator. Otherwise, you can find an arbitrator yourself, through the Chartered Institute of Arbitrators (see 'Further help' on page 23 for details). If you choose arbitration, the arbitrator's decision is binding, so you must both do what they have ruled. You cannot then go to court if you are not happy with the result.

3. Ombudsmen

Some professional services are covered by an ombudsmen scheme (for example, the Legal Services Ombudsman and the Financial Services Ombudsman). Such a scheme:

- won't cost you anything; and
- aims to be quicker and less complicated than legal action.

The ombudsman will usually say that you must have first tried all other dispute systems, except for legal action (a company's own complaints procedure, for example) before they will look at your case. Some ombudsmen can award you compensation if they agree with your complaint, but others can only recommend that the company you are complaining about pays you compensation.

There are time limits for taking your case to an ombudsman, usually six or 12 months after you've gone through a company's own complaints system.

4. Legal action

If you haven't gone to arbitration and other options have failed, you could take your case to court. If your claim is for less than £5000 (or £1000 if it involves a personal injury) it can usually be dealt with as a 'small claim'.

This is a quicker, simpler and cheaper way of using the courts than a full court hearing.

Dealing with a 'small claim'

Making a small claim is fairly cheap because you don't need to use a solicitor to help you prepare your case or to put your case for you. However, you may still want some guidance from a legal adviser.

Small claims courts are quite informal and are organised so you can put your own case. You can get forms and more details from your local county court, Citizens Advice Bureau or legal advice centre, or at www.courtservice.gov.uk

Advice centres will also be able to help you prepare your case. You will have to pay a court fee and fill in an 'allocation' questionnaire. A judge will then decide whether your case can be dealt with as a 'small claim'. The court will also encourage you to look at using 'alternative dispute resolution' (including conciliation and mediation) if you haven't already done so.

If you lose your case, you will normally only have to pay:

- the travel expenses for the defendant (the person you have taken to court) and their witnesses to get to court, within reason; and

- other costs for witnesses and experts to prepare evidence (which have fixed maximum amounts).

If you win your case, you will usually get your court fee back plus any travel and witness fees. But the court may decide not to award you these costs if it thinks you did not make enough effort to sort out the disagreement in other ways.

Even if you win, you may still have to take further legal action to get the other side to pay up. The court will not do this for you. You can get a booklet which explains the different ways of doing this, from your county court or the Court Service website www.courtservice.gov.uk

Dealing with larger claims

Claims above the small claims limit are usually dealt with in what's called the 'fast track' (up to £15,000, or up to £50,000 if the case is for personal injury) or the 'multi track' for amounts higher than this. If your case is like this, you will need a solicitor to prepare your case. And if you lose, there aren't the same limits on the costs you will have to pay. This means you may have to pay the other side several thousands of pounds.

Further help

Community Legal Service Direct

A free, easy-to-use service to help you solve your legal problems.

Call: 0845 345 4 345
to speak to a qualified legal adviser about Welfare Benefits, Debt or Education or find local advice services for other problems.

Log on at: www.clsdirect.org.uk
to search for a quality local legal adviser or solicitor or find links to other sources of online information and help.

Trading Standards

Your local trading standards department is listed in the phone book, either under 'trading standards' or in the listings for your local council.

There is also trading standards and general consumer information and advice at www.tradingstandards.gov.uk

Office of Fair Trading (OFT)

phone: 08457 2244 99
For Office of Fair Trading publications, phone: 0870 6060321
www.oft.gov.uk/consumer

Department of Trade and Industry (DTI)

phone: 020 7215 5000
www.consumer.gov.uk

Chartered Institute of Arbitrators

phone: 020 7421 7444
www.arbitrators.org

British and Irish Ombudsman Association (BIOA)

phone: 020 8467 7455
www.bioa.org.uk

The Court Service website

For copies of forms and leaflets
www.courtservice.gov.uk

The Community Legal Service

The Community Legal Service has been set up to help you find the right legal information and advice to solve your problems.

You can get help through a national network of organisations including Citizens Advice Bureaux, Law Centres, many independent advice centres and thousands of high street solicitors. All of these services meet quality standards set by the Legal Services Commission. Look for the Community Legal Service logo, shown below.

Many of the organisations offer some or all of their services for free. If you cannot afford to pay for advice you may be eligible for financial support through the Community Legal Service Fund (Legal Aid). You can order leaflets about funding from the LSC Leaflet line on 0845 3000 343. You can also use a Legal Aid eligibility calculator on the CLS Direct website at www.clsdirect.org.uk

*Community
Legal Service*



The Legal Services Commission (LSC)

The Community Legal Service and the Community Legal Service Fund are managed by the Legal Services Commission. To find out more about us visit our website at www.legalservices.gov.uk or find the details for your local Legal Services Commission office in the phone book.

legal services
COMMISSION

The leaflets are also available online at: www.clsdirect.org.uk

- 1 Dealing with Debt
- 2 Employment
- 3 Divorce and Separation
- 4 Renting and Letting
- 5 Buying and Selling Property
- 6 Losing your Home
- 7 The Human Rights Act
- 8 Claiming Asylum
- 9 Welfare Benefits
- 10 Wills and Probate
- 11 Dealing with the Police
- 12 No-win, No-fee Actions
- 17 Personal Injury
- 18 Rights for Disabled People
- 19 Community Care
- 20 Education
- 21 Immigration and Nationality
- 22 Mental Health
- 23 Alternatives to Court
- 24 Family Mediation

13 Problems with Goods and Services

- 14 Medical Accidents
- 15 Equal Opportunities
- 16 Racial Discrimination

The leaflets are also available in Welsh, Braille and Audio

To order any of these leaflets contact the LSC leaflet line on **0845 3000 343** or email LSCleafletline@stivesdirect.com or Fax 01732 860 270



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