

What is expected of you

Which? guidance for traders: August 2016

Advice on dealing with problems

Here are some of the most common problems that traders can have, along with some expert advice as to how best to deal with them.

Common problems for traders	
Problem	Which? guidance
The customer hasn't paid or refuses to pay	<ol style="list-style-type: none"> 1. Speak with the customer and find out why this is, remember that they may have a very good reason. 2. Give the customer a fair opportunity to pay for the work and advise them that otherwise they will be in breach of the agreed contract.
The customer isn't happy with the job	<ol style="list-style-type: none"> 1. Ask the customer why they're not happy, then explain how and when you will amend the work. 2. If the customer is demanding something that wasn't previously agreed, remind them of the original contract you both agreed on and advise that your part of the contract has been carried out and they are now obliged to pay for the work. 3. If the customer would like additional work done outside of the contract, then you should amend the original contract form in a similar way to that set out in Section 5 of the Which? Trusted Traders Quotation and Contract Form.
The customer keeps changing their mind	<ol style="list-style-type: none"> 1. If the customer keeps changing their mind about the work to be done, you should explain whether the change will incur costs and/or alter the time frame of the job. 2. You should agree and record changes in writing on the contract form whenever an amendment is made, in a similar way to that set out in Section 5 of the Which? Trusted Traders Quotation and Contract Form.
The customer has made unreasonable time demands	<ol style="list-style-type: none"> 1. Try to communicate with the customer throughout the job about how long certain aspects of the work takes and what factors could influence this, such as waiting for materials. This should help to manage the customer's expectations of timeframes throughout the job. 2. If there is a particular part of the work that the customer would like doing quicker, then explain how much quicker you are able to do it (if at all) and clarify why the work (if any) cannot meet the time demands they have requested. 3. Present a copy of the contract and show the original timeframes that you both agreed.

I have made a mistake

1. Let the customer know at the first opportunity and discuss how quickly you will put the mistake right.
2. It will be your duty to fix the mistake at your own expense.

What is legally expected

Here is a useful summary of the law and how it relates to traders

What is legally expected of traders	
Expectation	Which? guidance
Respect the customer's statutory rights. The Consumer Rights Act 2015	<ul style="list-style-type: none"> ■ Traders should: <ul style="list-style-type: none"> ■ Complete work with reasonable care and skill. This doesn't mean perfection but the standard you could expect from a competent contractor. ■ Complete work within a reasonable time, unless a specific time is agreed. ■ Use materials that are of satisfactory quality and fit for their purpose. This includes any goods supplied, such as appliances for a new kitchen. ■ Where goods are supplied they must be as described. So new kitchen appliances mustn't just work properly, they must be the specific make and model ordered, and must have all the features promised. ■ Where no charge for the work has been agreed, only make a reasonable charge. ■ If the trader does not deliver work to the above standard, then the customer will be within their rights to ask for the service to be carried out again or where this is impossible ask for a price reduction or refund. If a trader still fails to complete the contract, the consumer may take the trader to court or use Ombudsman Services contactable through the Which? Trusted Traders telephone number.
Respect the customer's statutory rights when selling goods. Consumer Rights Act 2015	Traders should only sell goods that are of satisfactory quality, as described and fit for the purpose made known and where this is not done the consumer will have the right to reject the goods within 30 days and receive a refund. The consumer also has the option to ask for a repair or replacement but if the trader carries this out and the replacement or repair subsequently fails, a price reduction can be claimed. A consumer does not have to accept more than one repair.
To comply with data protection and privacy laws	The trader will respect and abide by all relevant data protection and privacy laws.
Have adequate insurance	If a trader has employees then they must have Employers' Liability Insurance by law. Which? Trusted traders also insists on traders having adequate Public Liability Insurance.

Continued...	
Expectation	Which? guidance
Respect fair trading law. The Consumer Protection from Unfair Trading Regulations 2008	<ul style="list-style-type: none"> ■ The trader must not use any aggressive, deceptive or coercive tactics to obtain work or money. This also includes exploitation, causing fear, or the application of any undue influence. ■ The trader must use accurate descriptions of goods or services, allowing the customer to make an informed decision.
Comply with employment and health & safety law	<ul style="list-style-type: none"> ■ The trader must comply with all relevant employment legislation and codes of practice. ■ Only employ staff and sub contractors that have the knowledge, skills and competence to do the work safely under the Construction (Design and Management) Regulations 2015
Will not commit fraud	<ul style="list-style-type: none"> ■ They will not commit fraud by false representation, i.e. knowingly lie about work that is required to be done. ■ Will not commit fraud by failing to disclose information that there is a legal duty to disclose, i.e. failing to tell the customer of the notice of their cancellation rights.
Will comply with regulations about their business's name	<ul style="list-style-type: none"> ■ The trader will comply with Companies Act 2006 (Part 41), which relates to the business's name, its documents and its premises. ■ The trader will comply with Companies (Trading Disclosures) Regulations 2008, regarding the business's registered name and office. ■ The trader will comply with the E-Commerce Regulations 2002, which require a business to provide specific details when marketing online, by phone or other distance means.
Registration with trade regulators	Traders must be registered with their respective regulatory bodies where the nature of their work requires it, e.g. gas fitters (Gas Safe), window fitters (FENSA)

A Which? Trusted trader must adhere to our Code of Conduct

Cancelling contracts and making complaints

Cancelling a contract

Under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013, the law requires traders to offer the following:

- If the customer agrees to a contract for services during a visit to their home or place of work and there is a total payment of more than £42.00 then there is a cooling-off period of fourteen days starting the day after the contract was made. In this time, the customer can choose to cancel the contract and have any deposits returned.
- Where the customer has a right to cancel the contract the trader must supply a cancellation form but the customer does not have to use it in order to cancel.
- If the trader visits a customer and later sends on a quote or estimate that the customer subsequently accepts by e-mail, phone etc. then the fourteen day cancellation right does not apply.
- The customer may be required to pay for the goods and/or services supplied if the performance of the contract has begun with their written agreement before the end of the cancellation period.
- If there is a related credit agreement, this will be automatically cancelled if the contract for goods and/or services is cancelled.

Dealing with complaints

Which? Trusted traders have signed up to our Code of Conduct, which means they agree to address any customer complaints. So, in the first instance, the customer and the trader should try to resolve any problems between themselves.

If a problem can't be resolved within the timeframe outlined in the Code of Conduct, either party can contact the independent Ombudsman. Their job is to investigate complaints fairly and the service focuses on encouraging early agreed resolution wherever possible. It is entirely independent, meaning that they assess the facts of each individual case. They do not take sides and make decisions based on the facts

Depending on the size and scale of the contract amount then you may wish to put the above advice into practice to a higher or lesser degree, for larger budget projects we recommend all of the above practices would be undertaken.

This leaflet is a brief guide to the main requirements and it is not a full or authoritative interpretation of the law and it is intended for guidance. A full guide is available by download from the Department for Business, Innovation & Skills at www.bis.gov.uk.

The Business Companion provides information for businesses and individuals that need to know about trading standards and consumer protection legislation and can be found at <https://www.businesscompanion.info/>.