

## Writing an effective letter of complaint

If you have a problem with faulty goods or a poor service, which you have not been able to resolve by complaining in person or by telephone, you should put your complaint in writing.

To achieve the best possible result, consider the following points when writing your letter or email:

- always make sure you write to the person who has authority to deal with your complaint - it may be advisable to contact the trader and ask for the senior manager's name and job title
- check to make sure you are using the correct address - if you write directly to a branch, you can also send a copy of the letter to the head office
- many traders have a complaints procedure - if this is the case, follow it to avoid unnecessary delays
- if you bought goods or services online, check the trader's web page for a dedicated email address to use for complaints or enquiries as an alternative to writing a letter - always store a copy of the email as you may need it in the future - if you receive an email acknowledgement of your complaint, keep it - if you are still unable to resolve the issue by email you should put your complaint in writing
- you should always quote any relevant order numbers, reference numbers and invoice numbers in your letter to make it easier for the trader to connect your complaint to the transaction
- be specific and stick to the point - genuine points of concern may be 'lost' in a long, rambling letter - quote dates of events and all the relevant circumstances surrounding your complaint
- always ensure your letter is legible - seek help if necessary
- seek advice on your legal rights by contacting the Citizens Advice consumer service - it may be useful to inform the trader in your letter that you have sought legal advice
- if possible quote the law you are making your claim under and make it clear what this law entitles you to

- be clear about what you want the trader to do to resolve your complaint
- get evidence such as independent reports, photographs etc. to support your claim and enclose copies (not the originals) with your letter or send them as attachments with your email
- if possible send copies to all known addresses for the trader and if the trader has a head office then send a copy there as well
- include copies (not the originals) of any supporting documentation such as the proof of purchase, order forms, invoices etc. - do not send copies of bank/credit card statements due to the risk of identity theft - if you have to do this, then ensure ALL sensitive information is covered up
- quote a reasonable time for the trader to respond to you (e.g. 10 working days)
- keep a copy of your letters and send them by recorded delivery, this will help to prove the fact the letter was sent, and received - if you receive a 'read receipt' for your emailed complaint, store it for future reference
- act quickly - delaying can sometimes affect what you are entitled to
- be persistent and write a reminder letter or email if you do not get a reply to your first one
- copies of letters, emails and other documents are useful evidence if you refer your complaint to a trade association or regulatory body or if you take action in the small claims court
- if at any stage you need to check the wording of legislation or your legal entitlements then contact the Citizens Advice consumer service for further assistance

## **Template letters**

For additional help, seek guidance from the consumer leaflets and use the template letters as below:

[Faulty goods - Repair or replacement](#)

[Refund for faulty goods](#)

[Returning goods bought at a distance](#)

[Making time of the essence for delivery of goods](#)

[Building work delays](#)

[Building work repairs](#)

[Repairs to faulty double glazing](#)

[Faulty carpet/flooring](#)

[Repairs as a result of poor service](#)

[Holiday complaint](#)

[Unsatisfactory car repairs](#)

[Repairs to faulty car](#)

[Refund for faulty car](#)

[Refund for faulty car bought on hire purchase](#)

[Cancelling a distance contract for a mobile phone mis-sold by retailer](#)

[Communications/media services - Lack of reception](#)

[Asking trader to consider a joint expert report](#)

[Holding a finance company equally liable in a dispute with a trader](#)

[Letter before court action](#)

## Template letter – Faulty goods – repair or replacement

*Your address*

*Date*

*Recipient's name and job title*

*Trader's name*

*Trader's address*

Dear

***Subject***

***Order/reference number***

On *(date)* I bought *(item)* from you at a cost of £ .

The *(item)* is defective and the fault(s) is *(are)* listed below:

- 1.
- 2.
- 3

The Sale of Goods Act 1979 (as amended) requires you to supply me with goods that are of satisfactory quality. As the *(item)* was faulty at the time of sale, I request that you repair it at no cost to me. If this repair cannot be carried out without significant inconvenience to me, I reserve the right to seek a replacement or a refund.

I have enclosed copies of *(give details of documents, evidence, photos)* in support of my claim.

Please contact me within 14 days with your proposals for completion of the repair.

Yours

### **Top tips:**

- a trader can turn down a request to repair or replace if either remedy is disproportionately costly to the other
- while it is important to give a trader a deadline for completion, you must ensure the time given is reasonable
- a refund can be partial or full depending on the circumstances of the transaction
- if you return goods within the first six months from the date of purchase and request a repair, replacement, or partial refund, the onus is on the trader to prove the goods were satisfactory when sold, rather than you having to prove they were faulty
- if a fault occurs very soon after purchase then you may be able to reject the goods for a full refund
- you do not lose your right to reject the goods and seek a full refund by agreeing to allow the trader the opportunity to repair them
- if you paid by credit card and the item cost more than £100 section 75 of the Consumer Credit Act 1974 makes the credit card provider as equally liable as the trader for a breach of contract or misrepresentation
- please see our Buying goods - your rights ([http://www.derbyshire.gov.uk/images/ca04\\_tcm44-8163.pdf](http://www.derbyshire.gov.uk/images/ca04_tcm44-8163.pdf)) leaflet.

## Template letter – Refund for faulty goods

*Your address*

Date

*Recipient's name and job title*

*Trader's name*

*Trader's address*

Dear

*Subject*

*Order/reference number*

On *(date)* I bought *(item details)* from you at a cost of £ .

The *(item)* is defective and the fault(s) is *(are)* listed below:

- 1.
- 2.
- 3.

The Sale of Goods Act 1979 (as amended) requires you to supply me with goods that are of satisfactory quality. The *(item)* is not of satisfactory quality for the reasons given above and you are, therefore, in breach of contract.

As the trader you are responsible for dealing with this matter and I would like to inform you that I am rejecting the *(item)* on the basis of the breach of contract and request a full refund.

Please reply with your comments and intentions within 14 days.

Yours

### **Top tips:**

- always make sure you include the correct order / reference number
- while it is important to give a trader a deadline for a satisfactory resolution, you must ensure the time given is reasonable
- give a clear explanation of the nature of the faults
- always give a reasonable deadline for a reply to the letter and be clear on what you are expecting
- if you are looking to reject the goods, then this letter should be done as quickly as possible
- send the letter by recorded delivery and keep a copy of it
- remember that to reject the goods you should stop using them
- if you paid by credit card and the item cost more than £100 section 75 of the Consumer Credit Act 1974 makes the credit card provider as equally liable as the trader for a breach of contract or misrepresentation
- please see our Buying goods - your rights ([http://www.derbyshire.gov.uk/images/ca04\\_tcm44-8163.pdf](http://www.derbyshire.gov.uk/images/ca04_tcm44-8163.pdf)) leaflet.

## Template letter – Returning goods bought at a distance

*Your address*

*Date*

*Recipient's name and job title*

*Trader's name*

*Trader's address*

Dear

*Description of item*

*Order/contract number*

On *(date)*, I ordered *(description of item)* from you *(by phone/through your catalogue/from your website)* at a cost of £ , which included postage and packing charges. I paid by *(describe method of payment)*.

The *(item)* was delivered on *(date)* but it is unsuitable.

The Consumer Protection (Distance Selling) Regulations 2000 (as amended) state that I am entitled to a cooling-off period of seven working days in which to return goods, commencing the working day after the day on which they were received. I am, therefore returning the *(item)* to you and cancelling my order.

Please arrange to refund my money as soon as possible.

Yours



### **Top tips:**

- you may not be able to get a refund on your postage and packing costs if you return the goods unless, for example, they are faulty or the wrong goods were sent to you – check the trader's terms and conditions
- keep a copy of any email or letter you send indicating your desire to cancel the purchase
- the cooling-off period of seven working days starts from the working day after you receive the goods – working days are Monday to Fridays except for national holidays
- some goods are exempt from a cooling-off period – this includes goods that are clearly personalised or sealed CDs & DVDs
- the trader is required to give you clear information related to your purchase and it should be in a durable form such as email or in writing – the cancellation period can be extended up to a maximum of three months, followed by seven working days if the trader delays or fails to comply with the requirement to provide the purchase information
- if you paid by credit card and the item cost more than £100 section 75 of the Consumer Credit Act 1974 makes the credit card provider as equally liable as the trader for a breach of contract or misrepresentation
- please see our Selling at a distance (via the Internet, telephone, post etc.) ([http://www.derbyshire.gov.uk/images/ca51\\_tcm44-8182.pdf](http://www.derbyshire.gov.uk/images/ca51_tcm44-8182.pdf)) leaflet.

## Template letter – Making time of the essence for delivery of goods

*Your address*

*Date*

*Recipient's name and job title*

*Trader's name*

*Trader's address*

Dear

*Subject*

*Order/reference number*

On *(date)*, I ordered *(item)* from you at a cost of £ .

I paid £ *(insert amount and payment method)* at the time the order was placed.

I expected/It was agreed that *(delete as applicable)* the *(item)* was to be delivered by *(date)* but so far I have not received it. I am now making time of the essence for delivery of this item. If you fail to deliver it within seven *(or 14)* days, I will cancel the order and ask you to refund the payment in full.

Yours

**Top tips:**

- always give a delivery deadline in writing rather than verbally
- while it is important to give a trader a deadline for delivery, you must ensure the time given is reasonable
- if you have paid for goods by credit card or have bought them on finance, you may have rights against the finance company under Section 75 of the Consumer Credit Act 1974 for non-delivery if the item is over £100 and under £30,000
- you can vary the deadline you give for delivery, but make sure it is reasonable
- consider sending the letter by recorded delivery so you have proof it was sent and received by the trader
- under the Consumer Protection (Distance Selling) Regulations 2000 if the goods are not delivered within 30 days (unless agreed otherwise) then the contract is automatically cancelled and you are entitled to a full refund within a further 30 days
- please see our Buying goods - your rights ([http://www.derbyshire.gov.uk/images/ca04\\_tcm44-8163.pdf](http://www.derbyshire.gov.uk/images/ca04_tcm44-8163.pdf)) leaflet.

## Template letter – Building work delays

*Your address*

*Date*

*Recipient's name and job title*

*Trader's name*

*Trader's address*

Dear

Contract/job reference number

On *(date)* I contracted with you to carry out work at *(insert address)* at the agreed price of £ .

A list of the work is as follows:

- 1.
- 2.
- 3.

You informed me that you expected the work to be completed by *(insert date)*. Unfortunately, it was not completed by that date and the following work is outstanding:

- 1.
- 2.
- 3.

I am now making time of the essence for completion. You have 14 days in which to finish the outstanding work as detailed above. If you fail to do so, I will arrange for the work to be completed by another trader and will deduct the cost of this from your final bill.

Yours

### Top tips:

- never use tradesmen who cold call at your door
- agreements made verbally can often be very difficult to prove so where possible get dates/timescales agreed in writing
- always obtain at least two written quotations for the work you require
- remember that an estimate (a rough idea of the final price) is different from a quote (agreement to do work for a fixed price dependant on agreed terms)
- agree a written contract with the builder
- check with your local authority planning and building control services to establish if permission is required to carry out the work before you go ahead
- Consider using a builder who is a member of a recognised trade association or who is a member of a Trading Standards approved scheme such as Derbyshire Trusted Trader Scheme ([www.derbyshire.gov.uk/trustedtrader](http://www.derbyshire.gov.uk/trustedtrader)).
- please see our Buying services - your rights ([http://www.derbyshire.gov.uk/images/ca05\\_tcm44-8164.pdf](http://www.derbyshire.gov.uk/images/ca05_tcm44-8164.pdf)), and Thinking of suing in the County Court? ([http://www.derbyshire.gov.uk/images/ca41\\_tcm44-8187.pdf](http://www.derbyshire.gov.uk/images/ca41_tcm44-8187.pdf)) leaflets.

## Template letter – Building work repairs

*Your address*

*Date*

*Recipient's name and job title*

*Trader's name*

*Trader's address*

Dear

### ***Contract/job reference number***

On *(date)* I contracted you to *(describe the building work which was carried out)* at a cost of £ , which was paid in full on completion.

Since then, the faults listed below have become apparent: *(list all the faults, defective materials used and substandard workmanship as applicable)*

- 1.
- 2.
- 3.

The Supply of Goods and Services Act 1982 (as amended) states that I am entitled to expect that the work is carried out with reasonable care and skill, and that the materials used are of a satisfactory quality and fit for their purpose. The work is substandard and the materials are not of satisfactory quality *(delete/amend as required)* for the reasons given above. You are therefore, in breach of contract.

I have enclosed copies of *(give details of documents, photos etc.)* in support of my claim.

I am prepared to allow you the opportunity to rectify the faults at no cost to me. If you fail to do so, I intend to employ another builder to carry out the work and recover the costs from you.

I look forward to receiving your written proposals within 14 days.

Yours

### Top tips:

- while it is important to give a trader a deadline for completion, you must ensure the time given is reasonable
- never use a tradesman who cold calls at your door
- Consider using a builder who is a member of a recognised trade association or who is a member of a Trading Standards approved scheme such as Derbyshire Trusted Trader Scheme ([www.derbyshire.gov.uk/trustedtrader](http://www.derbyshire.gov.uk/trustedtrader)).
- take photos or use a camcorder to record evidence of poor workmanship or defective materials
- if the dispute escalates, you may need to consider appointing an independent expert to identify the extent of the problem, what is required to rectify it and the likely costs involved – if possible, try to agree in writing as to who will carry out this independent inspection
- be wary of leaflets pushed through your letterbox by traders offering building services – they may have limited (sometimes bogus) contact details, making it difficult to find the trader if repairs are required
- is the trader the member of a recognised trade association? – if so then check to see if the association has a dispute resolution service
- please see our Buying services - your rights ([http://www.derbyshire.gov.uk/images/ca05\\_tcm44-8164.pdf](http://www.derbyshire.gov.uk/images/ca05_tcm44-8164.pdf)), and Thinking of suing in the County Court? ([http://www.derbyshire.gov.uk/images/ca41\\_tcm44-8187.pdf](http://www.derbyshire.gov.uk/images/ca41_tcm44-8187.pdf)) leaflets.

## Template letter – Repairs to faulty double glazing

*Your address*

*Date*

*Recipient's name and job title*

*Trader's name*

*Trader's address*

Dear

Contract number

On *(date)* I contracted you to supply and install double-glazing in my home at a cost of £ .

The fault(s) listed below was *(were)* apparent after the job was completed: *(list all the faults, defective materials used and substandard workmanship as applicable)*

- 1.
- 2.
- 3.

The Supply of Goods and Services Act 1982 (as amended) states that I am entitled to expect the work is carried out with reasonable care and skill and that the materials used are of satisfactory quality and fit for their purpose. The fitting is substandard and the units are not of satisfactory quality *(delete/amend as required)* for the reasons given above. You are therefore, in breach of contract.

I have enclosed copies of *(give details of documents, photos etc.)* in support of my claim.

I intend to withhold £ from the amount due until you rectify the faults as detailed above.

I look forward to receiving your comments and intentions within the next 14 days.

Yours



### Top tips:

- consider using a double-glazing firm which is a member of a recognised trade association or who is a member of a Trading Standards approved scheme such as Derbyshire Trusted Trader Scheme ([www.derbyshire.gov.uk/trustedtrader](http://www.derbyshire.gov.uk/trustedtrader)).
- ensure that claims of Fensa registration are accurate by checking with Fensa (<http://www.fensa.org.uk/>)
- section 75 of the Consumer Credit Act 1974 states that if a finance company is involved in the transaction, it is as equally liable as the trader for any breach of contract or misrepresentation – this even applies when only part of the payment was made on a credit card or if a credit agreement was used to finance the work – if you are unhappy with the credit company's decision then you can go to the Financial Ombudsman (0800 023 4567) (<http://www.financial-ombudsman.org.uk/>)
- ask if the guarantee is underwritten by another organisation and check this
- please see our Buying services - your rights ([http://www.derbyshire.gov.uk/images/ca05\\_tcm44-8164.pdf](http://www.derbyshire.gov.uk/images/ca05_tcm44-8164.pdf)) leaflet

## Template letter – Faulty carpet/flooring

*Your address*

*Date*

*Recipient's name and job title*

*Trader's name*

*Trader's address*

Dear

### **Order number**

On *(date)* I ordered *(describe carpet/flooring)* for my *(describe where it was laid)* from you at a cost of £ , which was paid in full before delivery.

*(If the store arranged the fitter then insert the following:)*

You arranged for the carpet/flooring to be fitted/laid and I paid the fitters separately after the fitting was completed on *(date of fitting/laying)*.

The carpet/flooring is faulty and the fault(s) is *(are)* listed below:

- 1.
- 2.
- 3.

The Sale of Goods Act 1979 (as amended) requires you to supply me with goods which are of a satisfactory quality. As the carpet/flooring was faulty when it was supplied, I request that you replace it at no cost to me. However, if the replacement cannot be arranged without significant inconvenience to me, I reserve the right to seek a refund.

I have enclosed copies of *(give details of documents, evidence, photos etc.)* in support of my claim. I am prepared to allow you the opportunity to inspect the carpet/flooring in my home.

Please reply with your comments and intentions within 14 days.

Yours

### Top tips:

- while it is important to give a trader a deadline for a satisfactory resolution of the problem, you must ensure the time given is reasonable
- check whether your carpet/flooring was sold as 'seconds' – you may not have the right to complain about a fault which the trader can successfully argue was brought to your attention at the time of purchase
- your carpet may suffer from 'shading' or 'pile reversal' – this happens when some of the carpet pile lies in a different direction to the rest and effect of light and shade causes what appears to be discolouration – this is not necessarily a defect but if it affects the appearance of the carpet, you may be able to argue it is not of satisfactory quality – check with the trader if the carpet you have chosen is prone to shading before you buy
- if the fault is caused by poor fitting, check your contract to see if the trader or the fitter is legally responsible – if you paid a different company to fit the carpet then the fitters may be liable in this case
- if you paid by credit card and the carpet cost more than £100 section 75 of the Consumer Credit Act 1974 makes the credit card provider as equally liable as the trader for a breach of contract or misrepresentation
- please see our Buying goods - your rights ([http://www.derbyshire.gov.uk/images/ca04\\_tcm44-8163.pdf](http://www.derbyshire.gov.uk/images/ca04_tcm44-8163.pdf)) leaflet.

## Template letter – Repairs as a result of poor service

*Your address*

*Date*

*Recipient's name and job title*

*Trader's name*

*Trader's address*

Dear

***Subject***

***Contract/reference number***

On *(date)* I contracted you to *(state the work which was carried out)* at a cost of £ , which was paid in full on completion.

Since then the faults listed below have become apparent: *(list all the faults, defective materials used and substandard workmanship as applicable)*

- 1.
- 2.
- 3.

The Supply of Goods and Services Act 1982 (as amended) states that I am entitled to expect the work is carried out with reasonable care and skill and the materials used are of satisfactory quality and fit for purpose. The work is substandard /and the materials are not of satisfactory quality *(delete as applicable)* for the reasons given above and you are therefore in breach of contract.

I have enclosed copies of *(give details of documents)* in support of my claim.

I am prepared to allow you the opportunity to rectify the faults at no cost to me. If you fail to do so, I intend to employ another trader to carry out the work and recover the costs from you.

I look forward to receiving your written comments and intentions within 14 days.

Yours

### Top tips:

- where applicable, take photos and include copies with the letter of complaint
- while it is important to give a trader a deadline for a satisfactory resolution to the problem, you must ensure the time given is reasonable
- always ask the other trader to write a report on why the faults occurred, how the damage was caused and what is required to rectify them and at what cost
- if a trader is unwilling to provide a report, you may need an independent report from another source – where possible get the agreement to the report in writing
- find out if the trader is a member of a trade association and seek their assistance
- if the dispute goes to court, the court may wish to direct the parties in the use of expert witnesses **before** they are obtained
- please see our Buying services - your rights ([http://www.derbyshire.gov.uk/images/ca05\\_tcm44-8164.pdf](http://www.derbyshire.gov.uk/images/ca05_tcm44-8164.pdf)),  
Getting evidence to prove your claim ([http://www.derbyshire.gov.uk/images/ca13\\_tcm44-8169.pdf](http://www.derbyshire.gov.uk/images/ca13_tcm44-8169.pdf)),  
Trade associations and regulatory bodies ([http://www.derbyshire.gov.uk/images/ca28\\_tcm44-8188.pdf](http://www.derbyshire.gov.uk/images/ca28_tcm44-8188.pdf)),  
and Thinking of suing in the County Court? ([http://www.derbyshire.gov.uk/images/ca41\\_tcm44-8187.pdf](http://www.derbyshire.gov.uk/images/ca41_tcm44-8187.pdf))  
leaflets.

## Template letter – Holiday complaint

*Your address*

*Date*

*Recipient's name and job title*

*Tour operator's name*

*Tour operator's address*

Dear

**Subject**

***Booking reference number***

On *(date)* I booked a holiday to *(destination)*. The date of departure was *(date)* and the duration of the holiday was *(number of days or weeks)*.

I was extremely disappointed with the holiday for the following reasons:  
*(list the problems with the accommodation, facilities etc.)*

- 1.
- 2.
- 3.

I complained to your representative at the resort but the problems were not resolved to my satisfaction for the following reasons:

- 1.
- 2.
- 3.

I have enclosed relevant documents and photographs in support of my complaint.

The Package Travel, Package Holidays and Package Tours Regulations 1992 state that you are liable for the poor facilities which were provided, for the sub-standard accommodation in which I was placed and for your representative's failure to resolve my complaint whilst I was on holiday. I am therefore entitled to claim compensation from you. In addition I am also entitled to recover my out of pocket expenses and compensation for the loss of enjoyment I experienced during my holiday. These are as follows:

- 1.
- 2.
- 3.

I look forward to receiving your written comments, together with a satisfactory offer of compensation, within 14 days.

Yours

**Top tips:**

- your complaint is against the tour operator but consider sending a copy to the travel agent where you booked your holiday
- while it is important to give a trader a deadline for a satisfactory resolution to your problem, you must ensure the time given is reasonable
- the Package Travel, Package Holidays and Package Tours Regulations 1992 only apply to packages arranged by a tour operator or travel agent for sale at an inclusive price and not to holidays that you assemble yourself
- always keep a written record of any complaint you made to the tour operator's representative whilst on holiday – try to get the representative's name and office address
- include a detailed explanation of the problems you encountered and how it affected your enjoyment of the holiday – state how you tried to resolve the issue – this may be important evidence later
- the tour operator is likely to send you a letter of acknowledgement in the first instance followed by a detailed reply
- you may need to write a series of letters to the tour operator to increase the offer of compensation, but make sure you keep it reasonable
- if you are still unsuccessful then check to see whether the tour operator is a member of a trade association who may be able to assist you further
- please see our Holidays  
([http://www.derbyshire.gov.uk/images/ca16\\_tcm44-8171.pdf](http://www.derbyshire.gov.uk/images/ca16_tcm44-8171.pdf)), My flight has been cancelled - what are my rights?  
([http://www.derbyshire.gov.uk/images/ca55\\_tcm44-141173.pdf](http://www.derbyshire.gov.uk/images/ca55_tcm44-141173.pdf)), Package holidays and the disabled traveller  
([http://www.derbyshire.gov.uk/images/ca10\\_tcm44-8179.pdf](http://www.derbyshire.gov.uk/images/ca10_tcm44-8179.pdf)), Timeshares and holiday clubs  
([http://www.derbyshire.gov.uk/images/ca56\\_tcm44-176230.pdf](http://www.derbyshire.gov.uk/images/ca56_tcm44-176230.pdf)), Trade associations and regulatory bodies  
([http://www.derbyshire.gov.uk/images/ca28\\_tcm44-8188.pdf](http://www.derbyshire.gov.uk/images/ca28_tcm44-8188.pdf)) and Thinking of suing in the County Court?  
([http://www.derbyshire.gov.uk/images/ca41\\_tcm44-8187.pdf](http://www.derbyshire.gov.uk/images/ca41_tcm44-8187.pdf)) leaflets.

## Template letter – Unsatisfactory car repairs

*Your address*

*Date*

*Recipient's name and job title*

*Garage's name*

*Garage's address*

Dear

***Make, model and registration number of car***  
***Repair reference number***

On *(date)* I took my car to your garage as it had developed a fault *(describe the fault)*, which required repair.

Your garage carried out the repair and the bill for this work was £ , which I paid in full.

Since then, the same fault has recurred *(describe the circumstances as to how the fault recurred)*.

The Supply of Goods and Services Act 1982 (as amended) states that I am entitled to expect that the work is carried out with reasonable care and skill, and materials used are of satisfactory quality and fit for their purpose. I believe that the repairs have failed to rectify the fault due to poor workmanship and/or defective parts and you are therefore, in breach of contract.

I am prepared to allow you the opportunity to rectify the faults at no cost to me. If you fail to do so, I intend to employ another garage to carry out the work and recover the cost from you.

I look forward to receiving your comments and intentions within seven days.

Yours



## Top tips:

- if you have a dispute with a garage regarding the repairs before you have paid the bill, the garage may have a 'lien' on the car (that means it can keep your car until the bill is settled) – you may have to pay for the repairs under written protest or leave the car there until the matter is resolved – seek advice from the Citizens Advice consumer service (08454 04 05 06) if you intend to do this
- while it is important to give a trader a deadline for a resolution to your problem, you must ensure the time given is reasonable
- the garage has a duty of care to look after your car whilst it is in their possession
- if the repairs cost over £100 and you paid in any part by credit card, the credit card company is equally liable under Section 75 of the Consumer Credit Act 1974 for a breach of contract or misrepresentation by the garage
- try and use a garage which is a member of a recognised trade association or who is a member of a Trading Standards approved scheme such as Derbyshire Trusted Trader Scheme ([www.derbyshire.gov.uk/trustedtrader](http://www.derbyshire.gov.uk/trustedtrader)).
- please see our Buying services - your rights ([http://www.derbyshire.gov.uk/images/ca05\\_tcm44-8164.pdf](http://www.derbyshire.gov.uk/images/ca05_tcm44-8164.pdf)),  
Getting evidence to prove your claim ([http://www.derbyshire.gov.uk/images/ca13\\_tcm44-8169.pdf](http://www.derbyshire.gov.uk/images/ca13_tcm44-8169.pdf)),  
Trade associations and regulatory bodies ([http://www.derbyshire.gov.uk/images/ca28\\_tcm44-8188.pdf](http://www.derbyshire.gov.uk/images/ca28_tcm44-8188.pdf)),  
Vehicle repairs and servicing - your rights ([http://www.derbyshire.gov.uk/images/ca07\\_tcm44-8191.pdf](http://www.derbyshire.gov.uk/images/ca07_tcm44-8191.pdf)) and  
Thinking of suing in the County Court? ([http://www.derbyshire.gov.uk/images/ca41\\_tcm44-8187.pdf](http://www.derbyshire.gov.uk/images/ca41_tcm44-8187.pdf))  
leaflets.

## Template letter – Repairs to faulty car

*Your address*

*Date*

*Recipient's name and job title*

*Trader's name*

*Trader's address*

Dear

***Make, model and registration number of car***

***Order/reference number***

On *(date)* I bought *(car details)* from you at a cost of £ , which I paid in cash *(include details of part exchange car if applicable)*.

The car is defective and the fault(s) is *(are)* listed below:

- 1.
- 2.
- 3.

The Sale of Goods Act 1979 (as amended) requires you to supply me with a car which is of satisfactory quality. My consumer rights are unaffected by any warranty or guarantee supplied with the car. As the car was faulty at the time of sale, I request that you repair it at no cost to me. If you fail to do so, I will arrange for the repairs to be carried out elsewhere and recover the cost from you.

Please contact me within 14 days with your proposal for completion of the repair.

Yours

### **Top tips:**

- if the fault is serious and you have only had the car a few weeks, you could inform the trader that if the repairs cannot be carried out without significant inconvenience to you, you reserve the right to seek a replacement car or a refund – if you are seeking a

refund then you need to do so as quickly as possible after purchase

- a trader can turn down a request to repair or replace if either remedy is disproportionately costly to the other – for example, a trader could refuse to carry out expensive repairs to a car engine if the car itself was cheap when sold
- a refund can be partial or full depending on the circumstances of the transaction
- while it is important to give a trader a deadline for a satisfactory resolution to your problem, you must ensure the time given is reasonable
- if you return the car within the first six months from the date of purchase and request repair, replacement or partial refund, the onus is on the trader to prove the car was satisfactory when sold, rather than you having to prove it was faulty
- describe the problems clearly to aid the trader in correctly diagnosing the fault
- your rights may be different if you have bought your car on hire purchase
- if the car was paid for with a credit card (in any part), or using a form of credit other than a personal loan, then you may also have rights against the credit company
- if the trader deliberately mislead you or applied a false description to the goods then they may have breached the Consumer Protection from Unfair Trading Regulations 2008 and this should be reported to your local trading standards service through the Citizens Advice consumer service (08454 04 05 06)
- section 75 of the Consumer Credit Act 1974 states that if a finance company is involved in the transaction, it is as equally liable as the trader for any breach of contract or misrepresentation – this even applies when only part of the payment was made on a credit card or if a credit agreement was used to finance the car– if you are unhappy with the credit company's decision then you can go to the Financial Ombudsman (0800 023 4567) (<http://www.financial-ombudsman.org.uk/>)
- please see our Buying goods - your rights ([http://www.derbyshire.gov.uk/images/ca04\\_tcm44-8163.pdf](http://www.derbyshire.gov.uk/images/ca04_tcm44-8163.pdf)), and Used motor vehicles - consumer rights ([http://www.derbyshire.gov.uk/images/ca01\\_tcm44-8189.pdf](http://www.derbyshire.gov.uk/images/ca01_tcm44-8189.pdf)) leaflets.

## Template letter – Refund for faulty car

*Your address*

*Date*

*Recipient's name and job title*

*Trader's name*

*Trader's address*

Dear

***Make, model and registration number of car***  
***Order number***

On *(date)* I bought *(car details)* from you at a cost of £ , which I paid in cash *(include details of part exchange car if applicable)*.

The car is defective and the fault(s) is *(are)* listed below:

- 1.
- 2.
- 3.

The Sale of Goods Act 1979 (as amended), requires you to supply me with goods which are of satisfactory quality. The car is not of satisfactory quality for the reasons given above *(if your car is second hand, include 'taking account the age, price, description and mileage when sold')* and you are therefore in breach of contract.

As the trader you are responsible for dealing with this matter and I would like to inform you that I am rejecting the car on the basis of the breach of contract and request a full refund.

I have obtained an independent report in support of my claim that the car has a serious fault which was present when it was sold to me. A copy is enclosed for your attention. *(Only if applicable – see below.)*

Please reply with your comments and intentions within 14 days.

Yours

### Top tips:

- you may only be entitled to reject the car if the problem occurs shortly after purchase or if the trader's attempts to repair or replace have caused you significant inconvenience or have failed to resolve the problem.
- if you part exchanged your old car as part of the deal, you can try and reclaim it if you reject the car you have bought – if the trader has sold it, you are entitled to claim its value
- the onus is on you to prove that the car is defective if you are rejecting it for a refund
- where possible try and agree with the trader to get an independent written report done
- your rights are different if you bought the car on hire purchase
- before considering an independent inspection you should get advice from the Citizens Advice consumer service (08454 04 05 06) who will be able to provide assistance on how to do this
- section 75 of the Consumer Credit Act 1974 states that if a finance company is involved in the transaction, it is as equally liable as the trader for any breach of contract or misrepresentation – this even applies when only part of the payment was made on a credit card or if a credit agreement was used to finance the car– if you are unhappy with the credit company's decision then you can go to the Financial Ombudsman (0800 023 4567) (<http://www.financial-ombudsman.org.uk/>)
- please see our Buying goods - your rights ([http://www.derbyshire.gov.uk/images/ca04\\_tcm44-8163.pdf](http://www.derbyshire.gov.uk/images/ca04_tcm44-8163.pdf)), and Used motor vehicles - consumer rights ([http://www.derbyshire.gov.uk/images/ca01\\_tcm44-8189.pdf](http://www.derbyshire.gov.uk/images/ca01_tcm44-8189.pdf)) leaflets.

## Template letter – Refund for faulty car bought on hire purchase

*Your address*

Date

*Recipient's name and job title*

*Finance company's name*

*Finance company's address*

Dear

***Make, model and registration number of car***  
**Agreement number**

On *(date)* I was supplied with *(car details)* from *(name and address of car dealer)* at a cost of £ , financed on a hire purchase agreement with your company.

The car is defective and the fault(s) is *(are)* listed below:

- 1.
- 2.
- 3.

The Supply of Goods (Implied Terms) Act 1973 requires you to hire to me goods which are of a satisfactory quality. The car is not of a satisfactory quality for the reasons given above *(if your car is second hand, include 'taking into account the age, price, description and mileage when sold')* and you are therefore in breach of contract.

Therefore I am holding you responsible for resolving this issue.

Please reply with your comments and intentions within 14 days.

Yours

### Top tips:

- this letter applies to cars bought on hire purchase only, the rules are slightly different for conditional sale agreements – if you are in any doubt about what sort of credit agreement you have, check the heading on your contract
- this letter is intended to be sent to the finance company. This is who your rights are against in a hire purchase agreement as the finance company owns the car until you have made the last payment.
- while it is important to give the finance company a deadline for resolving your problem, you must ensure the time given is reasonable
- the rules regarding whether you have a right to rescind the contract and recover the money you have paid can be very complex and you should speak to the Citizens Advice consumer service on 08454 04 05 06 for advice
- send a copy of the letter and report (if any) to the dealer who supplied the car as the finance company will probably want to contact the dealer to verify the facts of the case
- if you are unhappy with the finance company's assistance or decision then you can make a complaint to the Financial Ombudsman (0800 023 567) (<http://www.financial-ombudsman.org.uk/>)
- please see our Buying goods - your rights ([http://www.derbyshire.gov.uk/images/ca04\\_tcm44-8163.pdf](http://www.derbyshire.gov.uk/images/ca04_tcm44-8163.pdf)), and Used motor vehicles - consumer rights ([http://www.derbyshire.gov.uk/images/ca01\\_tcm44-8189.pdf](http://www.derbyshire.gov.uk/images/ca01_tcm44-8189.pdf)) leaflets.

**Template letter – Cancelling a distance contract for a mobile phone mis-sold by retailer**

*Your address*

*Date*

*Recipient's name and job title*

*Trader's name*

*Trader's address*

Dear

***Contract number***

***Mobile phone number***

On *(date)* I received an unsolicited telephone call from your representative offering me a mobile phone and an airtime contract with *(insert name of airtime provider)*.

The details of the offer were:

- 1.
- 2.
- 3.

I agreed to accept the offer based on what I was told and received my mobile phone on *(date)*. I now believe that the mobile phone and/or airtime contract was/were mis-sold for the following reasons:

- 1.
- 2.
- 3.

I am, therefore, holding you liable for the misrepresentation. I am rescinding both the mobile phone and airtime contracts at no cost to me and seeking reimbursement of payments made so far.

Please reply with your comments and intentions within 14 days.

Yours



### Top tips:

- rescinding a contract when claiming misrepresentation effectively means that you are cancelling the contract
- while it is important to give a trader a deadline for resolving your issue, you must ensure the time given is reasonable
- the Consumer Protection (Distance Selling) Regulations 2000 entitle you to a cooling-off period of seven working days commencing the day after the day on which the mobile phone was delivered and seven working days after the day on which the trader agreed to provide the service – if the retailer delays in giving you the required contractual information then the cooling-off period can be extended up to three months followed by seven working days – you may, therefore, be able to cancel the contract on this basis if you have changed your mind
- check the terms and conditions of the contract **before** you go ahead – this template letter applies if you can successfully argue that the trader is liable for the sale and supply of the mobile phone as well as the airtime contract
- if the trader has deliberately mislead you then they may have breached the Consumer Protection from Unfair Trading Regulations 2008 and this should be reported to your local trading standards service through the Citizens Advice consumer service (08454 04 05 06)
- please see our Buying communications and media packages from retailers ([http://www.derbyshire.gov.uk/images/ca54\\_tcm44-105367.pdf](http://www.derbyshire.gov.uk/images/ca54_tcm44-105367.pdf)) and Selling at a distance (via the Internet, telephone, post etc.) ([http://www.derbyshire.gov.uk/images/ca51\\_tcm44-8182.pdf](http://www.derbyshire.gov.uk/images/ca51_tcm44-8182.pdf)) leaflets.

**Template letter – Communications/media services –  
Lack of reception**

*Your address*

*Date*

*Recipient's name and job title*

*Trader's name*

*Trader's address*

Dear

I purchased the *(enter name of package)* package from your store. I relied on the sales assistant to correctly advise me and was told that *(enter name of network provider)* would provide network coverage where I live. However, after set-up, I discovered that the reception is poor.

As the sales assistant misrepresented the service to me I intend to return the *(mobile phone/mobile broadband dongle)* so that you can cancel the contract with *(enter name of network provider)* on my behalf and at no cost to me. I am prepared to allow you the opportunity to sign me to a new contract on condition that there is reasonable network coverage.

Please can you contact me within the next seven days with details of the return arrangements.

Yours

**Top Tips:**

- Try to use an online or instore network coverage checker before you sign up to a contract.
- Ask the sales assistant to confirm any important information in writing
- Check the store's policy on returning goods and cancelling contracts for poor reception before you go ahead.
- Please see our Buying communications and media packages from retailers ([http://www.derbyshire.gov.uk/images/ca54\\_tcm44-105367.pdf](http://www.derbyshire.gov.uk/images/ca54_tcm44-105367.pdf)) leaflet.

## Template letter – Asking trader to consider a joint expert report

*Your address*

*Date*

*Recipient's name and job title*

*Trader's name*

*Trader's address*

Dear

I refer to the repairs to my *(detail the product repaired)* which you carried out on *(date)*. As you may recall I spoke to you about my concerns last week. *(Detail what the problem is with the repair.)*

As you do not agree with my opinion that the repair was not carried out correctly. I suggest that an independent report is obtained from a qualified expert so that we can establish what the cause of the problem is, what needs to be done to put it right and who is responsible.

As this report will benefit both of us, I request that you agree to share the cost of it. If you are not willing to do this, I will commission a report myself and may use it as evidence if I have to take legal action against you for the cost of the repairs. Please note that the cost of this report will be added to my claim. I hope that you will see this as an opportunity to avoid a further dispute, and to reach an amicable solution to the problem.

Please respond within the next 7/10/14 days *(delete as appropriate ensuring you have given a reasonable timeframe)*

Yours

**Top Tip:**

- please see our 'trade associations and regulatory bodies' ([http://www.derbyshire.gov.uk/images/ca28\\_tcm44-8188.pdf](http://www.derbyshire.gov.uk/images/ca28_tcm44-8188.pdf)) leaflet for information which will assist you in obtaining an expert.
- please see our Thinking of suing in the County Court? ([http://www.derbyshire.gov.uk/images/ca41\\_tcm44-8187.pdf](http://www.derbyshire.gov.uk/images/ca41_tcm44-8187.pdf)) and Trade associations and regulatory bodies ([http://www.derbyshire.gov.uk/images/ca28\\_tcm44-8188.pdf](http://www.derbyshire.gov.uk/images/ca28_tcm44-8188.pdf)) leaflets.

**Template letter – Holding a finance company equally liable in a dispute with a trader**

*Your address*

*Date*

*Recipient's name and job title*

*Finance company's name*

*Finance company's address*

Dear

***Agreement number***

**Name and address of trader**

On *(date)* I bought *(describe item)* from the trader named above at a cost of £ . I paid £ deposit. The trader arranged for the balance to be paid on finance with your company and I signed a credit agreement.

The *(describe item)* is defective and the fault(s)/misdescription(s) is *(are)* listed below:

- 1.
- 2.
- 3.

I only had the *(describe item)* a short while and I had not used it very much so I asked the trader for a refund but my request was refused. As faulty/misdescribed *(delete as applicable)* goods were supplied, I consider the trader to be in breach of contract.

You are as liable as the trader for any breach of contract or misrepresentation under Section 75 of the Consumer Credit Act 1974. I am, therefore, making a claim against you for a refund of my deposit and the payments made so far *(if any)* and cancellation of the credit agreement.

Please reply with your comments and intentions within 14 days.

Yours

### Top tips:

- do not use this template letter if the goods have been bought on hire purchase as the rules are different
- while it is important to give a finance company a deadline for resolving your problem, you must ensure the time given is reasonable
- section 75 of the Consumer Credit Act 1974 deals with equal liability on the finance companies behalf in respect of misrepresentations or breaches of contract.
- do not use this template letter if the cost of the item you bought is less than £100 as section 75 will not apply
- section 75 applies even when only part of the amount paid was on credit (for example a deposit was paid on a credit card)
- always provide the finance company with copies of relevant documentation in support of your claim
- section 75 also applies to service contracts, such as double-glazing installation and car repairs
- section 75 also applies to credit card transactions where the cost of the item is over £100
- the finance company can arrange to repair or replace the item, or give a partial refund if you have had it too long to claim a full refund
- if you are unhappy with the assistance or decision from the finance company you can go to the Financial Ombudsman (0800 023 4567) (<http://www.financial-ombudsman.org.uk/>).

## Template letter – Letter before court action

*Your address*

*Date*

*Recipient's name and job title*

Trader's name

Trader's address

Dear

### **Contract/reference number**

I refer to my on-going dispute with you regarding (describe the problem).

You have seven days to reach a satisfactory settlement with me over this matter. If you fail to do so, I give you notice of my intention to take legal action against you in the Small Claims Court. The cost of this action will be added to my claim.

Yours



### **Top tips:**

- try and resolve the dispute through an alternative dispute resolution scheme for example holiday arbitration through ABTA or mediation and only go to court as a last resort
- bear in mind that even if your claim in court is successful then there may be costs involved in enforcing that claim if the party that lost refuses to pay
- ask your local court for a claim pack or use the court website to find out what is involved before you go ahead
- please see our Trade associations and regulatory bodies ([http://www.derbyshire.gov.uk/images/ca28\\_tcm44-8188.pdf](http://www.derbyshire.gov.uk/images/ca28_tcm44-8188.pdf)) and Thinking of suing in the County Court? ([http://www.derbyshire.gov.uk/images/ca41\\_tcm44-8187.pdf](http://www.derbyshire.gov.uk/images/ca41_tcm44-8187.pdf)) leaflets.

### ***Where can I get further help?***

This leaflet is not an authoritative interpretation of the law and is intended only for guidance. Any legislation referred to, while still current, may have been amended from the form in which it was originally enacted. For further information, please contact Citizens Advice.

The Citizens Advice consumer service provides free, confidential and impartial advice on consumer issues. Visit [www.adviceguide.org.uk](http://www.adviceguide.org.uk) or call the Citizens Advice consumer helpline on 08454 04 05 06.

If you are a **business**, contact us by any of the following methods:

Derbyshire Trading Standards Service  
Chatsworth Hall  
Chesterfield Road  
Matlock  
Derbyshire  
DE4 3FW

Telephone: Call Derbyshire 01629 533190

Fax: 01629 536197

Website: [www.derbyshire.gov.uk/tradingstandards](http://www.derbyshire.gov.uk/tradingstandards)

We want everyone to be able to understand us. On request, we will arrange:

- Language interpreters, including for sign language
- Translation of written materials into other languages
- Materials in large print, on tape or in Braille.

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