

# CONSUMER ISSUES

**Welcome to Advice Direct... the written information service from Guild Advice.**

This leaflet is designed to provide you with general information on consumer issues, including:

- The return or replace of goods
- Problems with utility bills
- Phones, Internet and Television
- Gym membership
- Online purchasing and returns
- Parking and clamping
- Events tickets

## The Return or Replacement of Goods

Under the Sale of Goods Act governs your right to the return and replacement of goods. If it can be proved that one of the following aspects of the quality of the product has been compromised, you should be able to return the product. The aspects are:

- **Fitness for purpose-** Can the product be used for its intended purpose?
- **Appearance and Finish-** Does the product appear as advertised?
- **Freedom from minor defects-** Is the product damaged?
- **Safety-** Is the product safe to use?
- **Durability-** Is the product robust for purpose?

If you are made aware of the defect with the product upon purchase, you do not have the right to return the product on this basis.

**In order to return any product, you will need proof of purchase e.g. a receipt or bank statement. The store, at their discretion, MAY allow an exchange without proof of purchase, but they are not legally obliged to do so.**

If the issue still remains unresolved, you can take your complaint to the Office of Fair Trading with suitable evidence that you should be entitled to return the product. Failing this, the Ombudsman Service will investigate your complaint, free of charge, if your complaint is about one of the following:

- Energy
- TV, mobile phones, phones or internet
- Financial services
- Banking
- Post
- A furniture manufacturer or retailer
- Bathroom or kitchen retailer
- Floor covering retailer

## **Problems with Utility Bills**

### Gas and Electricity

If your energy bill seems to be too high, it may be as a result of one of several factors:

- The price of gas and electricity may have increased since your last bill, in which case your supplier should have given you 30 days prior notice
- If you have been billed on estimated readings and your current consumption is larger than the estimate then you will be charged for the difference in usage (similarly, if you have consumed less than the estimated readings, you will be reimbursed the difference at the end of your tenancy)
- Seasonal variations: a wet summer, extremely cold winters, etc.
- Mistakes on your bill such as inaccurate meter readings
  - Contact your supplier and ask for a new bill
- Faulty meter
  - Keep a log of meter readings every day of the week
  - If you have kept a log, and you still believe there is a fault, then contact your supplier with this information

### Water

If you're a tenant you may either have a water bill in your own name, or pay for water as part of your rent. If you're not sure if you pay for water as part of your rent, you should check your tenancy agreement.

If you think you may have been overcharged by your landlord, keep a record of how much you've paid and how much water you've used. If you've got a meter, check if it's registering your use of water correctly, check how much your landlord is charging you for water and then compare the two amounts.

If you still think that you're being overcharged, explain the problem to your landlord, ask for a cop of the bills, and negotiate to pay the correct amount.

**If your landlord isn't paying the water bill, the water company is not allowed to disconnect the supply. They can, however, take legal action against the landlord directly.**

## Phone, Television and Internet

### Cancelling your TV, phone or internet contract

Your cancellation rights can be found in the terms and conditions of your initial contract. When reviewing your initial contract, you should consider the following:

- The 'cooling off' period
  - o This lets you cancel the contract for any reason within a set time. If you bought the service online or over the phone, you will have a seven day cooling-off period in which you can cancel for any reason, unless the service started immediately after you bought it.
- The minimum contract period
  - o Your terms and conditions will tell you how long your minimum contract period is. Your service provider may not let you cancel your contract early without paying all of the monthly charges for the minimum contract period.
- The notice period
  - o You may have to give your service provider notice in advance if you want to cancel within the contract period. This is usually one month, but check your terms and conditions.

- The cancellation charge
  - o Your service provider may charge you for cancelling your contract before the end of the minimum contract period.

Ofcom guidance defines a cancellation charge as being 'fair' if: you know what the charge is; it was made clear to you before you bought the contract; and the amount charged is not more than the amount you owe for the remaining months of your minimum contract period.

Your terms and conditions may give you some instructions for how to cancel your contract. Otherwise, contact your service provider and tell them you want to cancel. You can do this by phone, but ask them to send you a letter to confirm the cancellation. If you write to cancel your contract, always include:

- your name, address and contact details
- what you bought and when
- your customer or service account number
- that you want to cancel
- ask for written confirmation that the contract has been cancelled

It's always a good idea to get a certificate of posting from the post office if you're sending your cancellation request in writing.

## **Gym Memberships**

Things to look out for when joining:

- Know what you are buying by reading through the terms and conditions. Make sure you are clear about your right to cancel the contract, the hidden or extra charges and to which facilities you have access to

- Avoid signing up to a lengthy contract as your feelings about attending the gym might change
- Make sure you can afford the membership over the long term
- Do research and compare different gyms to suit your needs
- Always pay monthly instead of paying for a full year
- If you opt for a private gym, look for one that's FIA (Fitness Industry Association) registered
- If you receive benefits you may be entitled for discounted rates, contact your local council for details

### Cancelling the membership:

- If you have a minimum-term contract, you cannot cancel without paying all the monthly charges for the term.
- If your circumstances have changed (e.g. serious injury, debt problems), get help from the Citizens Advice Bureau
- If the service is poor, the gym may have broken their side of the agreement and you may be able to get a refund or cancel without a penalty
- If the contract terms are unfair or the services and charges have changed dramatically, you may be able to force them to let you cancel without penalty

### **Online Purchases and Returns**

You can return your goods within the seven day cooling-off period, for any reason, and get your money back. This period starts when you receive written information from the trader about your contract, including your cancellation rights and a geographical address for complaints.

**Traders are not allowed to charge you for cancelling the contract within the cooling-off period. If you have already paid for the goods, whether in full or with a deposit, the law says that the trader must refund all of your money within 30 days of you cancelling the agreement. The refund should include any delivery charges you paid.**

Write or email the trader and say that you want to cancel your order within the cooling-off period. Send it recorded delivery so you have proof of posting and proof of when the letter is received by the trader. The cancellation will be effective from the day you send the letter, providing it was sent to the correct place and/or was properly addressed.

## **Parking and Clamping**

### Wheel Clamping

Wheel clamping without lawful authority became an offence in England and Wales on 1<sup>st</sup> October 2012. Anyone who breaks this law faces criminal charges and a fine.

In effect, this bans most clamping and towing by anyone other than the **police, local authorities, government agencies** such as the Driver and Vehicle Licensing Authority (DVLA) and Vehicle and Operator Services Agency (VOSA) - **plus other bodies acting in accordance with statutory or other powers**, such as railway stations and airports. Bodies with lawful authority to clamp and tow may continue to contract out this work to private companies.

DVLA and VOSA will continue to clamp or tow vehicles which are un-roadworthy or have not had their vehicle tax paid.

### Release within 24 hours:

To get your vehicle released you'll need to:

- pay a release fee of £100
- produce a valid tax disc

If you don't produce a tax disc you'll need to pay a surety (deposit) instead. This is £160 for a car or motorcycle and up to £700 for other vehicles.

You'll get the surety payment back when you tax your vehicle and produce a valid tax disc. If you fail to produce a tax disc within two weeks you'll lose the surety payment and your vehicle could be clamped again and again.

Release after 24 hours:

To release your vehicle, you'll need to pay a £200 fee, and any storage charges of £21 per day, as well as producing a valid tax disc or surety payment.

Provided you're registered as the vehicle keeper, the DVLA will write to inform you that your vehicle has been impounded and will be disposed of unless all fees are paid.

You could also face prosecution with fines up to £1,000 as well as paying any arrears of vehicle tax owed and costs.

**Unclaimed vehicles are crushed after seven days. Vehicles of economic value are disposed of after 14 days. Any vehicles of significant value are resold at auction.**

Parking Tickets:

A traffic warden can issue you with a parking ticket if you park:

- on yellow lines
- in a permit-only zone without a clearly displayed, valid permit
- in a council-owned car park or on a metered space if you haven't paid the parking charge
- in a car park or on a metered space if you haven't paid the correct amount for the time you've been parked there, or haven't clearly displayed the parking ticket
- Anywhere else where parking is banned, for example, on white zig-zag lines or on the pavement

If the parking meter is faulty, a PCN (Penalty Charge Notice) should only be issued if there is another working meter nearby.

## Events Tickets

Before you buy the tickets, check:

- That you are happy with the price
- Any extra charges (e.g. booking fee, administration fee)
- How you will get your tickets
- What happens if your tickets arrive late based on the policy
- Find out if the seller is official through the press
- Make sure you are not buying from illegal websites
- Check if the ticket seller is a member of The Society of Ticket Agents and Retailers (STAR) or the Association of Secondary Ticket Agents (ASTA)

Other issues worth noting:

- If the event is cancelled you are entitled to have full refund and usually the booking fee
- If the event date is changed, your ticket is still valid and you are also entitled to a full refund
- If the tickets are not what you ordered:
  - Contact the ticket seller and request that they send the right tickets, providing your copy of evidence
  - Write to ticket seller for a refund or claim for loss
  - Contact the ticket seller's professional association if they are a member
  - Go to arbitration or court



## Sources of Help

### **Guild Advice, Guild of Students**

Email: [thearc@guild.bham.ac.uk](mailto:thearc@guild.bham.ac.uk)

Visit the website at: <http://www.guildofstudents.com/support/thearc/>

### **Guild Advice Opening Hours (Term Time)\***

<b>Monday - Friday</b>	<b>10am — 4pm</b>
<i>Drop In Clinics</i>	<i>12-2pm</i>
<b>Saturday &amp; Sunday</b>	<b>CLOSED</b>
<b>*Vacation Periods</b>	<b>12 noon – 2pm</b>

### **Citizens Advice Consumer Helpline**

For further support and advice please call: 0845 4 04 05 06

Website: <http://www.adviceguide.org.uk/england.htm>

### **Which? Consumer Rights**

Website: <http://www.which.co.uk/consumer-rights/problem/what-do-i-do-if-i-have-a-faulty-product/>

### **Trading Standards Institute**

Website: <http://www.tradingstandards.gov.uk/advice/consumer-advice.cfm>

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