Frading Standards-Consumer Action Pack

BOUGHT ON CREDIT

If you have bought faulty goods or had shoddy work done and either:

You paid by credit card (even just the deposit) OR

The trader arranged credit for you

as long as the goods or work cost more than £100 you have extra rights:

- The law makes the credit company responsible for faulty goods, poor quality work or inadequate services.
- If you have a problem, contact either the trader or the credit company or both. If you bought on HP (check your agreement) you **must** contact the credit company. If you contact the trader, use the procedure in the green **HOW TO SOLVE YOUR PROBLEMS** leaflet.
- If you contact the credit company, write to the Head Office and give your account number. You can find the head office address and account number on your credit agreement or any statements they send you. See the sample letter we have enclosed. It shouldn't matter whether you have already paid all the instalments.
- Send your letter by **Recorded Delivery**. (You must go to the Post Office for this). **Keep a copy** of your letter.
- If you get no reply to your letter, send the credit company a **reminder**. See the sample letter enclosed and send a **copy** of your last letter. Remember to **keep a copy** of both letters. Send your reminder letter by **Recorded Delivery**.

- If the credit company asks for more information be as helpful as you can. This may help them solve the problem. If they ask for receipts or other documents, send them **copies**, not the originals. **Keep a copy** of your reply.
- If the credit company offers to do something, but not what you have asked for, you can either accept the offer or **negotiate** with them for a better offer. **Keep a copy** of any letter you write.
- Be reasonable in what you are prepared to accept. Sometimes it can be better to compromise. Only **you** can decide.
- If the credit company doesn't reply to your letters, refuses to do anything or makes an offer you are not prepared to accept, you can consider taking the credit company to Court. You can pick up further leaflets from the Court.

REMEMBER you can claim against the trader, the credit company or **both** if the goods or work done have been paid for by credit card or by credit **arranged by the trader** and the cost of the goods or work was more than £100. If you stop your credit payments, you break your side of the agreement and you could be sued and/or find difficulty getting credit in the future.