

Task 3 (Example)

Buying a mobile phone

I was reading a newspaper. I saw an advert of a new phone, 'pay as you go', on T-mobile. I ordered it through the phone and they told me the phone should arrive within two working days.

I received the mobile phone a week later. The mobile phone turned out to be faulty. I went to a T-mobile store and asked for a refund or exchange. They said *"it isn't our fault therefore there is nothing we can do"*.

I went to 'Trading Standards' for advice. The advice I have been given was to contact the retailer (senior management) and discuss the problem.



I wrote a letter to a senior management.

The letter to senior management

I am writing to explain what happened when I bought a phone from your company. I saw an advert of a T-mobile phone, which I wanted to buy. I ordered it and received it a week later. I understand T-mobile is a big company.

The thing that I am most concerned about is when I received the phone; it turned out to be faulty. I went to a T-mobile store and they told me they couldn't refund or exchange.

The purpose of this letter is to let you know my rights as a consumer and what actions I could take if I do not get my refund/exchange.

That laws that will protect me are: **The Sales Of Goods Act 1979**

The mobile phone should be of a satisfactory quality, fit for its purpose and as described.

If the mobile is faulty, the consumer have legal claim against the retailer of the phone, who should help you to resolve any problems.

The Supply of Goods And Services Act 1982

If the mobile phone is faulty, the retailer must arrange for repairs to be carried out, within a reasonable time and with a reasonable care and skills.

The Consumer Protection Regulations 2000

Consumers have additional rights when they buy a good by mail order. The consumer has the right to clear information, to cancel within seven days for any reason and a full refund if they don't get the goods on time.

I LOOK FORWARD HEARING FROM YOU.

Yours Sincerely, Besnik

I didn't hear anything from a senior management so I went back to Trading Standards for more advice.

They told me "the negotiations didn't work, now it's a good time to consider court actions".

The Trading Standards officer and myself researched.

WHICH COURT WILL I USE? *If the claim is worth £5,000 or less, although it will be heard in the county court, the small claims procedure will be used, which means that the case should be dealt with more quickly and at less cost.*

How much will it cost?

You can start ("issue") a claim in the county court, using the small claims procedure, for a fee of between £27 and £115, according to the value of your claim.

Solicitor

I claimed on a 'no win, no fee' offer. I had an interview with a solicitor. She thought the case was good so she accepted my claim.

Conclusion

The Trading Standards' officer and myself claimed for a County court service and we received a reply in a week time. I went to court, with my solicitor, showed proof and the judge found it obvious that T-mobile didn't work within the laws so I won the case and got compensation of £935. I was satisfied with the compensation. Consumers should be informed about their rights so they would know what to do in these situations.