

advocate. You can pick up further leaflets that explain fully the procedure from the Court.

- If you decide to take the trader to Court you must have proof of what the original fault was and that it was present when you bought the car. See the other green leaflet **IDENTIFYING THE FAULT**.
- If you have rejected the car you will be suing the trader for a refund and maybe compensation.
- If you are claiming the cost of repairs it is normally better to have the car repaired elsewhere and to sue the trader for the cost of these repairs.

Remember, Court is a last resort.

- Before you go to Court, **think carefully**.

Ask yourself:

- | Will I be able to find the trader?
It is **your** job to find him/her.
- | Have I got **evidence**?
It is **your** job to prove your case.
- | Has the trader got money to pay what the Court may award?
It's **not worth** suing a person or limited company if they have gone bust.

If you have lost money on a faulty car, don't waste more money on a case you cannot win.



Once you have decided what your rights are, you will need to take a series of steps to solve your problem. It may seem a long procedure, but it does work.

- When a problem arises with the car, check that there really is a fault - read the owner's manual if you have one.
- If the problem appears to be a major fault, **stop using the car at once**.
- Collect together all the documents, including any warranty which you were given when you bought the car.

You will now need to contact the trader straight away.

- Either visit, phone or write to the trader. If you write, briefly set out the problem and ask the trader to get in touch with you.
- In the first instance you will probably speak to the salesperson who sold you the car but if they cannot solve the problem you may need to speak to the sales manager, the service manager, the general manager and/or the owner.
- You may have to explain the problem a number of times. Keep calm but be firm. Make it clear whether you want a **refund**, a **repair** or **compensation**. Remember you may be entitled to a refund or repair **plus** compensation. You may **still** be entitled to a refund when a repair turns out to be unsatisfactory. Don't **demand**

something you're not entitled to and remember most car faults can be repaired.

- If at this stage you feel that you have the right to a refund and wish to return the car, you **must** write to the trader and **reject** the car, unrepaired.
- In most cases of genuine faults, the trader will offer a repair. Give the trader a reasonable opportunity to repair the car. Some faults are not easy to find and repair straight away. Do not let anybody else repair the car at this stage because you may have to pay those bills.
- The repair should solve the matter but some problems may take more than one visit. Ask the trader what the fault was and what repairs were done.

Your problem may well be solved at this stage. **WELL DONE!**
Put the pack away for future use.

- If your problem is not solved after a number of attempts or if the trader refused to offer reasonable help, then you **must** write. See the sample letter enclosed. If the garage is part of a group and you know the Head Office address, send them a **copy** of your letter as well. Send all letters by **Recorded Delivery**. (You must go to the Post Office for this). **Keep a copy** of each letter.
- If the trader replies and asks for more information, be as helpful as you can. This may help the trader solve your problem. If the trader asks for receipts or other documents send **copies** not the originals. **Keep a copy** of any reply you send.

- If you get no reply to your letter, send the trader 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**.
- The trader will most likely ask you to return the car for further investigation or repairs. Make sure you understand what the trader proposes to do. **You** have to decide how many attempts you wish to give the trader to repair a fault.
- If the trader has failed to fix the fault after a number of attempts you may ask, or the trader may suggest, that you select a replacement car.
- If the trader offers to do something, but not what you have asked for, you can either accept the offer or **negotiate** for a better offer. Be reasonable in what you are prepared to accept. Sometimes it can be better to compromise. Only **you** can decide this. (**Keep a copy** of every letter you write).

Most problems should be solved by this stage. If yours isn't and you still feel you have a valid claim - **PRESS AHEAD**.

- If the trader doesn't reply to your letters, refuses to do anything, or makes a **final** offer you are not prepared to accept, you will have to think about having the car repaired elsewhere (if appropriate) and going to Court. Write and tell the trader what you intend to do - see the sample letter. **Only a Court** can **order** a trader to sort out your problem. Most claims can be settled by an informal procedure in the Small Claims Court. This doesn't need to involve an