

# DON'T FALL FOUL OF COWBOY BUILDERS

**Stay away from Cowboy Builders -  
A cheap job now could cost you dear in the future.**



Trading Standards

[www.caerphilly.gov.uk/csn](http://www.caerphilly.gov.uk/csn)

## How can I find a reliable trader?

There is no magic formula, but you should always:

- Ask around for recommendations, good traders who have a sound track record, ask for references.
- Be cautious of doorstep callers offering to do work, don't be taken in by someone who just happens to be in the area.
- Be wary of "special" deals with unrealistic offers, they may not be all that special.
- Make sure you know whom you are contracting with. Check the names and addresses used. It could make it easier to resolve any problems in the future.
- Get at least 3 quotations from different traders. (Remember a quotation is a fixed price and an estimate is only a guess and can increase.)
- Be specific about the work to be carried out.
- Look for the best value; this would include quality as well as cost.



## What are my rights?

The Supply of Goods and Services Act gives you basic rights and lays down the responsibilities a builder / tradesman has to you.

All work must be: -

- *Carried out with 'reasonable care and skill'*
- *Completed in a 'reasonable time'*  
(Unless a specific time has been agreed)
- *Provided at a 'reasonable cost'*  
(if the price has not already been agreed)

REMEMBER, these rights do not have to be in writing they are implied automatically in Law. A contract is binding on both sides; make sure you read it carefully before signing.

**Why not copy and use our standard contract accompanying this leaflet?**

## What should I do if things go wrong?

Unlike goods it is not easy to reject a job and have your money back (but this could be an option if the work is particularly bad).

**You would have a number of options:**

### • **Work not done on time**

If a time scale has not been agreed then the work must be done in a reasonable time. If it is not finished in a reasonable time you could make “time of the essence” in the contract by writing to the builder, setting out a specific date for the work to be completed. If the deadline is not met you could then engage another builder to complete or redo the work and hold the original builder responsible for any additional costs. (From a practical point of view, compensation for the delay may be another option).

### • **Unsatisfactory Work**

Normally it would be a good idea to give the builder a reasonable opportunity to put any defects right. Any compensation you may claim would be affected if you did not give that opportunity. It is always best to outline your complaint in writing – stating what you are not happy with and a suggested solution.

### • **Unauthorised work**

If you have a specific contract (see later) with a builder and they carry out unauthorised additional work – you do not have to pay for the additional work. However, a practical solution would be to either:

- *Accept the need for the extra work and pay if it seems reasonable.*
- *Ask for the trader to undo the work*
- *Negotiate a price for the work taking into account the fact that it was unauthorised.*

### • **Withholding Payment**

If you are unhappy with the work, you may want to consider withholding some of the payment. It might not be seen as reasonable to withhold all the payment but you may be justified in withholding enough money to cover the disputed work. If you do this you must give your reasons and always be prepared to negotiate.



## If the dispute is not resolved quickly, who can help me?

You're local Consumer Support Network members may be able to advise and offer practical assistance in resolving your dispute.

They are:

**Caerphilly county borough council**  
**Trading Standards service**  
**Blackwood Rd**  
**Pontllanfraith**  
**NP12 2YW**



**Caerphilly County Citizens Advice Bureaux**  
**Telephone 01443 831112**



or view the CSN website at:  
[www.caerphilly.gov.uk/csn](http://www.caerphilly.gov.uk/csn)



For initial telephone advice you may contact  
**Consumer Direct Wales**



**Standard Contract  
Parties to the Contract**

This is a contract between

the Customer (name) .....

of (address) .....

.....

**And**

The Contractor (name) .....

of (address) .....

.....

.....

**Work to be completed**

(List any special requirements, including materials)

.....

.....

.....

.....

At (address) .....

.....

.....

The work will be carried out as per the attached schedule; any additional work to be carried out must be agreed in writing, dated, signed and attached to this contract.

The work will commence on .....

**and be**

completed by .....

Variation of the above dates must be agreed in writing, signed & dated & attached to this contract.

## Price

The price (based on a firm quotation attached, including VAT, if it applies) is

£

## Payment Terms

Payment will be made on completion of the work to the satisfaction of the customer or in the following staged payments:

.....

.....

.....

.....

.....

If the original price varies, the revised price should be agreed in writing, dated, signed and attached to this contract.

Customers Signature .....

Dated .....

Contractors Signature .....

Dated .....