

Legal Letter

From:

[Contact Information of the Author]

[Date]

[Shop Title]

To: Shop Manager

[Shop Address]

Dear Mr. _____

The following letter is hereby sent on the behalf of my client, _____, who purchased a faulty product a _____, from your store on the following date _____. The given document is to inform you of the legal liability that is imparted to you for your refusal to offer a refund to my client.

Rest assured that as of now, there have been no legal actions taken against you or your establishment at the hands of my client or his representative. The paper only aims to help you assess the consequences that you might face as a result of your refusal.

Under the **“Sale of Goods Act 1979,”** it is held that purchase of products/services from a supplier, store, or an online platform, if the product is defective, imparts the authority on to the consumer to demand a refund from the seller if not satisfactory quality was delivered (legislation.gov.uk, 2020). Furthermore, the same idea is projected in the case if the product is broken as was noted in the case of **“Clegg v Andersson [2003].”** In particular, **“Section 14 (2)”** of the **“Sale of Goods Act 1979”** highlights that the sale, regardless if it occurred in a business context, has the implied notion of merchantable quality associated with it, therefore a breach of that implied notion offers legal liabilities (legislation.gov.uk, 2020). Furthermore, the amendment of the act in 1994 further expanded the borders of the aforementioned stipulation by replacing the term “merchantable” with “satisfactory” (legislation.gov.uk, 2020b). This is further signified with referring to the notion as it is stated in **“Section 14 2A”** of the “Act of 1994;”

“...the standard that a reasonable person would regard as satisfactory” (legislation.gov.uk, 2020b).

To ensure whether your products are satisfactory or not, the test prescribed by the act was applied to the one you sold to my client. It is stated in **“Sub Section 2b”** that there are five key areas that determine whether a product is of good/satisfactory quality, meeting the necessary requirements for a lawful refusal of a refund (legislation.gov.uk, 2020b). Therefore, the assessment made of the current predicament was objective and your protections as a retailer under the law were considered.

“Section (2A)” defined satisfactory quality to be the standard that a reasonable person would expect from the product, keeping in mind what is advertised, and what the function of the product is supposed to be (legislation.gov.uk, 2020b). Under **“Section 14 (2b)”** the five areas have been defined as follows;

- Durability.
- Absence of minor defects.
- Being able to perform its functions.
- Appearance and finish of the product.
- And safety.

For instance, under “**Section 14(2b)(d)**” in regard to the safety aspect, the individual using the product (i.e. the consumer) is not obligated to read instructions prior to its use (legislation.gov.uk, 2020b). Therefore, if the product leads to preventable damage that only the seller knew of, that can place them under legal liability. Furthermore, “**Section 14(2b)(e)**” governs the notion of durability referring to the time it takes for the product to wear down and become subject to defects (legislation.gov.uk, 2020b).

If the consumer notes that the product has defects upon its first use, as was the experience of my client, which highlights that the quality of the product was unsatisfactory during the time of the sale. The seller can argue that the defects emerged from some action taken by the consumer, trying to imply that the consumer used the product in a manner that it was not intended to, which was seen in “**Lambert v Lewis [1982]**.” To better comprehend such a debate, if you choose to use the following argument in court, the case saw the issue of safety and durability relating to a product. The product in question was a tow bar, that he had purchased and later found lacked some parts. This resulted in the bar breaking down in the middle of performing its function causing injury to the farmer. According to the verdict held by “**Lord Diplock**” stated:

“The implied warranty of fitness for a particular purpose is a continuing warranty that the goods will continue to be fit for that purpose for a reasonable time after delivery. What is a reasonable time will depend on the nature of the goods but I would accept that in the case the warranty was still continuing to up to this date. Some 3-6 months before the accident.”

Therefore, considering the issue and the time which has passed between the sale you made to my client and the product’s defects emerging, it is highly likely that the courts will side in favour of my client. Furthermore, considering the new regulations that were enforced in 2003 is important for the current situation. It is stated in “**Section 48 A (3)**” that within a period of six months starting from the date that the goods were delivered to the buyer if any defects appear the product did not conform to the contract of sale (legislation.gov.uk, 2020b). “**Sub Section A (4)**” does offer the exception of the aforementioned notion if the product did not conform to the date, or if the product was used in a fashion not intended by the manufacturer (legislation.gov.uk, 2020b).

As highlighted by “**Section 48 B(2) and (5)**,” if the two outliers do not apply, both replacement and repair are to be delivered to a customer who received a fault produced within a time that anyone would deem reasonable (legislation.gov.uk, 2020b). Furthermore, the cost of the repairs is to be incurred by the seller, which includes labour and postage.

Furthermore, my client acknowledges that if the cheaper approach between the two is a replacement as opposed to repair they will abide by the law under “**Section 48 (B)**” and go for that route (legislation.gov.uk, 2020b). It should be duly noted that in the case where a replacement or repairs to the product are not possible, “**Section 48 C(a)**” ensures that the new product being sold is done so for a lower price (legislation.gov.uk, 2020b). In addition, if one is to argue in line with a breach of contract between you and my client, the overall cost of the product will be offered back to my client. You will have to ability to narrow the cost by using factors like usage and the amount of time my client had the product.

Additionally, if the seller claims a manufacturing defect even then there are legal obligations placed upon the seller. As noted in “**Section 14(3)**” it is the responsibility of the seller to certify that the product they are offering is fit for the purpose that it is being advertised (legislation.gov.uk, 2020b). This was made even more apparent in the case of “**Godley v Perry [1960]**.” The case saw the seller responsible for a consumer facing severe damage to their eyes,

leading to blindness. Therefore, there are various implications that have to be considered if the issue at hand is taken to court.

In regard to acceptance of the product, the “*Sales of Goods Act*,” offers the following notion under the amendments made to “*Section 35*” that notes that if the buyer has not yet used/examined the product before purchasing it, he/she has not accepted the product (legislation.gov.uk, 2020b). The law ensures that the buyer has a reasonable opportunity to properly examine the functionality of the product before acceptance of the product becomes a variable fact.

The entirety of the letter at hand offers a framework or an outline of the legal principles that apply to the situation at hand. Therefore, if you were thinking to continue with refusing my client a refund or repair on the product that you have sold them, these are what will be applicable to the case as well.

Again, as of now, there have not been any legal actions taken against you nor your shop. The given letter is here to persuade you to either offer a refund or offer repair for the faulty product. Doing so will ensure that time and effort on the part of both parties are not spent in court. Therefore, I advise you to settle the issue out of court and offer either a refund to my client. If not, you are free to contact your legal representatives as my client fully intends to take the issue in a court of law. The circumstance is such that my client, as a consumer, is owed a refund under UK law (legislation.gov.uk, 2020b). The responsibility of evaluating whether or not the product/service is working as advertised or per the conceptual design of the said product also falls upon the seller/retailer. Thus, you as the retailer is supposed to have that knowledge beforehand.

Furthermore, the standard that any product must meet, as per the law discussed, is described as being satisfactory. Per the law, the idea of a satisfactory product is stated to be one that fulfils the actions it is supposed to perform, has an appearance that is new and untouched/unspoiled. If the buyer notes that the product has defects upon its first use, as was the experience of my client, which reflects that the quality of the product was unsatisfactory during the time of the sale. The seller can claim that the defects emerged from some action taken by the consumer, trying to imply that the shopper used the product in a way that it was not intended to. Thus, you are advised to rethink you standing on the matter of the refund as it pertains to a faulty product namely _____, which was sold to my client on _____.

I hope you will consider the proposal I have made on behalf of my client and would consider the alternative discussed. My client and I await your response, and both of us wish you the best of luck for the upcoming future.

Thank you for your time.
[signature]

References

Clegg v. Andersson (t/a Nordic Marine), 2003 E.W.C.A. Civ 320 (2003).

Godley v Perry [1960] 1 WLR 9.

Lambert v Lewis [1982] AC 225.

legislation.gov.uk .2020. *Sale of Goods Act 1979*. Available at:

<https://www.legislation.gov.uk/ukpga/1979/54>.

legislation.gov.uk. 2020b. *Sale and Supply of Goods Act 1994*. Available at:

<https://www.legislation.gov.uk/ukpga/1994/35>