

What is The Furniture Ombudsman?

The Furniture Ombudsman provides a low-cost (and in many cases, free) independent service for dealing with disputes between UK furniture retailers and their customers.

The Furniture Ombudsman, originally known as Qualitas, was first established in 1992 at the behest of the Office of Fair Trading to improve the standards and service offered by furniture and floor covering companies and to help to resolve disputes through the Alternative Dispute Resolution Service. Retailers who support The Furniture Ombudsman follow the Code of Practice, which covers all domestic furniture (including fitted kitchen bedroom and bathroom installations) and floor coverings (sales for contract or office use are excluded). The Code sets out best practice principles to ensure high standards in product and service that will enhance customer satisfaction. The Code of Practice does not in any way detract from consumer's rights in law but enhances them.

The Furniture Ombudsman offers an independent low-cost means of resolving complaints against retailers who are supporters of The Furniture Ombudsman, as an alternative to the County Court. As part of their membership contract, Full Members agree to accept the decisions made by the Ombudsman.

If you are in dispute with a Full Member of The Furniture Ombudsman, and you have not been able to resolve your complaint with them, you can refer your complaint to The Furniture Ombudsman. Where it is not possible to resolve a complaint informally, we can investigate and, if necessary, formally adjudicate disputes. This involves assessing the facts and reaching a decision, including where appropriate, outlining action to resolve the matter.

Can we actually deal with YOUR complaint?

The Furniture Ombudsman is able to deal with your complaint if:

- You purchased from a retailer who supports the Ombudsman Scheme.

AND

- You have been through the retailer's in-house complaints handling procedure. We cannot start to investigate your complaint until you and the retailer have had a proper chance to try and resolve the problem yourselves. This means that you must have used the retailer's in-house complaints handling procedure, or three months have elapsed since the date you raised your complaint with them (whichever is the sooner).

AND

- Your purchase was made within the last six years.

Where your complaint is about a retailer who is not a Full Member of The Furniture Ombudsman, we cannot investigate the complaint. However, in these cases we can offer you our independent testing and inspection service, which may be able to determine whether you have a valid complaint in relation to their furniture. However this is a technical opinion on the furniture purchase only and not a decision on what you may be entitled to from a legal point of view. Details of this service and the charges payable, are available at www.thefurnitureombudsman.org or by telephoning us.

- We cannot normally investigate your complaint if you are a business purchaser (for example a consumer purchasing a fitted kitchen for business premises or where it has been purchased by a business or firm). In these cases the complaint will more usually be suited to the County Court.
- *The Furniture Ombudsman process can make awards of up to £5000 compensation in total in any one dispute (in addition to the purchase price of the goods/services that were bought). Claims for amounts in excess of that sum are better suited to a claim in the County Court.*

What product ranges do we cover?*

- Beds
- Cabinet furniture
- Carpets, floorcoverings and laminate flooring
- Dining and occasional furniture
- Fitted bathrooms
- Fitted bedrooms and bedroom furniture
- Fitted kitchens
- Upholstery
- Conservatories (in some cases)

**Please check that the product that you have bought is covered by the retailer's membership of The Furniture Ombudsman. You can do this by asking the retailer or the Ombudsman.*

The Furniture Ombudsman cannot deal with your complaint if:

- Your complaint is not against a Full Member of The Furniture Ombudsman.
- Your complaint is against a retailer who has entered Administration, Liquidation or who has ceased trading.
- Your complaint is not made as a private individual.
- Your complaint is being, or has been, dealt with by a Court or another tribunal/Ombudsman.
- Your claim is for more than £5,000 (this does not include the purchase price of the goods/services that were bought). So for example a consumer might seek to claim a refund of the purchase price (which might exceed £5,000) and compensation (which must not exceed £5,000).
- You refer your complaint to the Ombudsman more than six months after you receive the retailer's final offer of settlement or answer.

How can I complain to The Furniture Ombudsman?

Tell the retailer concerned that you have a complaint and want them to look at it under their internal complaints procedure. The Furniture Ombudsman will not normally consider your complaint unless you have tried this first. If the retailer has not dealt with your complaint within 3 months of receiving it in writing, then you may take it direct to The Furniture Ombudsman.

If the retailer has finished considering your complaint (they will normally tell you so) and you are still dissatisfied, you can contact The Furniture Ombudsman with details of your complaint.

How do I apply to The Furniture Ombudsman?

To receive an application form or to discuss whether you are eligible to use The Furniture Ombudsman please telephone us on **0845 653 2064** or send an email to **info@thefurnitureombudsman.org** and we will post or email you an application form.

You can also download an application form directly from our website by directing your web browser to **www.thefurnitureombudsman.org** or write to us at **The Furniture Ombudsman, Maxwell Road, Stevenage, Hertfordshire, SG1 2EW.**

What will The Furniture Ombudsman do?

We will send you an Application Form and some Guidance Notes that will help you put your complaint to us. You will also be asked to agree to us contacting the retailer about your complaint and getting information from them.

When we receive your Application Form and the retailer's response, we will pass your file to one of our case officers who will undertake an initial case review – largely based on the documents and information sent to us by both parties, but we may make other enquiries. Only in a few instances will it be necessary for someone from this office to speak to you directly.

Our case officers will look at the history of the problem, and, if necessary, examine samples. We may give advice to you or the retailer (or to both) to enable the complaint to be resolved quickly and informally. Where this is not possible we will decide whether we need further information from you or the retailer, or if we need to test or inspect your furniture, before we can make an adjudication decision. If we do, we will contact you and explain this to you.

In the majority of cases that we deal with, a test or inspection report is not necessary. Where we do consider that testing or inspection is necessary we will ask you to contribute towards the cost of any test or inspection that is needed, this will normally cost no more than £50.00 and this will be refunded to you if The Furniture Ombudsman upholds your complaint.

If you do not wish to have testing or inspection carried out we can make a decision based on the evidence that has been presented so far. Please note however that we will often recommend that testing or an inspection be carried out so that we have sufficient evidence to support a claim and without this we may not be able to support a complaint.

Once a decision has been made, we will provide a copy of our Adjudication Report to you and the retailer. This document represents our final opinion on the case and includes our decision about the validity of the complaint and any action that should be taken to resolve it.

Any award that is made in your favour is to compensate you for any loss that you may have suffered and which we feel is appropriate in your particular case.

The decisions that we make are in relation to the dispute between you and the retailer. We do not intervene where finance or credit agreements are concerned and our awards do not include these. Neither can we intervene in cases where, for example, you have paid the retailer's fitter to do additional work for you.

In summary; we will seek to resolve your dispute with the retailer; we may make an award of financial compensation where appropriate; and if you accept our award, you do so in full and final settlement of your dispute.

This decision is binding on Full Members of the Ombudsman and legally enforceable against them. The consumer has the right to pursue the matter further through legal channels if the outcome is considered unacceptable.

Offers made to resolve complaints informally

We will always consider – and actively promote and support – any opportunities for reaching a settlement with the retailer you have complained about.

However, please note that if the retailer has already made you any form of financial offer by way of settling your dispute – be it of compensation or goodwill – that offer may lapse on referral of your complaints to us. We will make our own decision based on the information and evidence submitted to us, and that decision may award more or less than any sum already offered by the retailer.

How long will The Furniture Ombudsman process take?

It is difficult to give any firm estimates as the time taken to consider each case will depend on the complexity and issues to be considered. If we need to test or inspect furniture to reach a decision, or where the case is particularly complex or serious our process could take in the region of six months. However, where testing or inspection is not necessary, or cases are straight forward then our process may take as little as 8 weeks to reach a conclusion, but on average we would expect it to take in the region of 12-16 weeks.

Due to the high volume of cases we receive it is necessary for us to deal with each case in the date order in which it is received. If your situation changes, or if there is any new information that you wish to be considered please write to us with this information, ensuring that you quote your case reference number and this information will be added to your case file.

Because of the high volume of correspondence sent to us, and number of telephone calls and emails received, we do not routinely acknowledge or respond to all of these at the time that they are received. You can expect to receive a response from us at the following stages:

- When we receive your application form.
- When we have conducted our initial case review, if we decide we need further information from you, or need to get the furniture tested or inspected.
- When we have made our adjudication decision.

What level of proof do I have to provide?

Please note that even though we have accepted your complaint, this does not mean that we will necessarily uphold your claim. That depends on the strength of your case and what evidence you can provide to support it.

We will need to be convinced that any fault – in whole or in part – is the responsibility of the retailer. It will not be sufficient for you to merely make an unsupported allegation against a retailer. We will want to see that there is some reasonable substance behind any allegation. Any evidence that you can provide may substantially help your case.

How will The Furniture Ombudsman judge my complaint?

The Furniture Ombudsman has an Alternative Dispute Resolution Service. This means that whilst we are an alternative to the County Court, we will decide cases along the same sort of principles as them, taking account of your statutory rights and relevant consumer legislation, together with the requirements of The Furniture Ombudsman Code of Practice. Our awards are similar to those obtained by consumers taking their case to the County Court. Like the Courts we will award compensation where appropriate, but we will also take a practical view of the situation and as a result may make awards that are different to your strict legal entitlement.

It is therefore very important that you state very clearly on your application form what you want done to resolve your complaint – and include offers to settle.

However, unlike in a court of law, we have no power to cross-examine witnesses under oath. If one party says “white” and the other says “black” – and there are no other reasonable grounds upon which we can safely come to a decision on the matter - we may well not be able to come to a formal decision. We will always try to use common sense and arrive at a decision based on what appears to be fair and reasonable in the circumstances.

If The Furniture Ombudsman supports my complaint, what can The Furniture Ombudsman make the retailer do?

As far as your particular complaint is concerned, The Furniture Ombudsman may make an award of financial compensation or make the retailer do certain things (such as repair or replace faulty products) in order to resolve your complaint. The purpose of this award is to compensate you or solve a problem.

Although we can make practical and financial awards, there are limits to what The Furniture Ombudsman can do. For example, we cannot force a retailer to deliver goods that they have not delivered, but we can advise you on whether you are entitled to any compensation for any delays, and let you know if you have the right to cancel an order. We cannot fine or compel a retailer to pay punitive compensation or force them to provide explanations as to why something may have gone wrong, or make them apologise.

Our obligation is to make a decision that we feel will resolve a dispute, and this decision will be similar to that which a Court would give. We will help both you and the retailer to avoid the time and expense of formal legal proceedings and where necessary make a formal decision as to what should be done or what award should be made.

How can The Furniture Ombudsman be independent?

The Furniture Ombudsman is overseen an independent Standards Board, which ensure that it acts in the best interests of both the consumer and the industry.

The Furniture Ombudsman Standards Board

The Standards Board exists in order to ensure the decisions we make in individual cases are fair and impartial. The Board is currently chaired by the Head of Hertfordshire Trading Standards who sits alongside other individuals who represent the interests of the consumer and the furniture and home improvement industries. The Board regularly reviews a proportion of adjudications to ensure the decisions reached are fair and impartial; this includes monitoring the quality of our independent experts' reports. The Board also reviews our policies and procedures.

What if I do not agree with The Furniture Ombudsman's decision?

There is no formal right to appeal decisions made by The Furniture Ombudsman. However, decisions made by The Furniture Ombudsman are not binding on consumers; this means that if you disagree with a decision you are free to pursue your complaint through other channels, such as the County Court.

We would advise that you seek professional legal advice before taking further action, for example by contacting Consumer Direct on 08 454 04 05 06.

Does the retailer have to do what The Furniture Ombudsman says?

Yes. If we make an award in your favour, it is binding on the retailer. If you accept an award that we make, please note that you do so in full and final settlement. In other words, if you accept an award, you are prevented from making any further claims for compensation against the retailer in relation to your complaint.

What if I still don't accept The Furniture Ombudsman's decision?

If you reject our decision, it will lapse and you are free to do as you wish. If you wish to take legal action, you can do so. Your legal rights will not have been affected by our decision but you should be aware that The Furniture Ombudsman's decision might be considered by the Court.

Can I see details of the awards you have made in other cases?

No – our decisions remain strictly confidential between you, the retailer and us. We will only disclose details of our decisions to The Furniture Ombudsman Standards Board. We will not disclose any of the details to anyone else.

How many consumers win their case?

This varies from year to year and the decisions we make depend entirely on the merits of each case.

Compensation

Can I claim compensation?

Not everyone is entitled to compensation. The following is a general outline of the approach taken by the Ombudsman, but remember that each case is individual and the specific facts of any case may alter what can or cannot be claimed.

A breach of contract alone does not necessarily entitle a consumer to claim compensation. You will need to show that there is something wrong with the goods or services provided, for example, they are faulty or not as described. **Remember**, you have **no** legal remedy where:

1. There is fair wear and tear.
2. You have accidentally damaged the goods.
3. You have misused the goods or caused a fault, perhaps through the use of incompatible accessories.
4. You have tried your own repair, or had someone else attempt a repair, which has damaged the goods.
5. You decide that you no longer want the item although there is nothing wrong with it.
6. There are faults that you knew about before you bought the goods, for example, where the goods were marked as 'shop soiled'.

The Ombudsman can award compensation of up to £5000 in a particular case (this does not include the purchase price of the goods and/or services that you have bought). So for example a consumer might seek to claim a refund of the purchase price (which might exceed £5,000) and compensation (which must not exceed £5,000 if the Ombudsman is to deal with the case).

Remedies that can be awarded are:

1. Full refund if the complaint is serious enough and is made reasonably soon after the purchase.
2. Compensation (or "damages") that is designed to compensate for actual losses and so normally amounts to the cost of repair or replacement (with goods of a similar age).
3. Repair or replacement.
4. Partial refund.

The Ombudsman makes awards based on what we think you are entitled to. We do not automatically improve on any previous offers made and may award less in some cases. We do not negotiate a sum either, so if your claim is for £500, and the retailer has offered nothing, do not ask for £1000 believing that we will simply instruct the parties to meet in the middle. We will only make an award based on what you are entitled to, however we will seriously consider reasonable and supported claims.

Consequential losses

Compensation may be awarded where you have suffered loss as a direct consequence of a faulty product. Claims for consequential loss do not normally cover distress, inconvenience or disappointment. In claiming any consequential costs, you must have acted reasonably with regard to how they were accrued, for example, letting the retailer know about the problem as soon as possible so they can put the fault right before costs escalate.

When assessing compensation claims we will use the following principles:

- Compensation will only be considered where it can be established that the loss claimed was the natural result of a default of the retailer or, in some instances, the manufacturer.
- A person claiming compensation must also show that they have taken action to keep any losses to a minimum. This means that you should report any problems as soon as possible. If you do not, it becomes more difficult, as time goes by, to prove that the goods were inherently faulty at the time of sale and it is possible that the goods may deteriorate more than otherwise. Also, make sure that you service the goods as appropriate, follow any user instructions and look after them, so as not to undermine your claim by contributing to any problem.
- The Ombudsman will generally only award compensation for claims that arise once performance of the contract has started, i.e. we will not consider claims for issues that may arise during the sales process and before the contract is entered into.
- It is common for the Ombudsman to ask for evidence to back up any claim, and the absence of evidence may reduce any compensation paid or in some circumstances mean that no compensation can be paid at all.

If you are claiming compensation you must send us evidence to support your case. Failure to do so may result in your claim being rejected.

To assist you, some of the typical compensation claims we receive, and the way we approach them, are set out below:

- **Postage/ Telephone/ Travel Costs**

Compensation will not normally be awarded for the cost of postage and telephone calls reasonably incurred in pursuing a claim. These costs are likely to be modest in the majority of cases.

- **Loss of cooking facilities/cost of meals (kitchen installations only)**

Compensation for loss of cooking facilities will only be awarded in exceptional cases where a consumer is denied use of their cooking facilities for unreasonably longer than originally envisaged by the contract. This normally means being without a working oven and hob. We would need to establish that the consumer has been left without cooking facilities due to circumstances caused by the supplier and/or delays in product delivery.

Where a consumer is able to produce itemised bills of the actual cost incurred, this may be the amount awarded. However the consumer would be expected to show that they had kept any such expenses to a reasonable minimum and had endeavoured to reduce their loss.

A reasonable sum may be payable where no receipts are produced and where all parties agree that the consumer was without cooking facilities. This sum would only cover those meals normally taken in the home; we will take into account the fact that food would have had to be purchased in any event. **Such awards are calculated on a per person per day basis. When completing your application form, please detail the number of people affected and the exact dates and reasons that there were no cooking facilities.**

- **Other facilities**

Compensation may also be payable where a consumer is denied use of their facilities for longer than originally envisaged (for example shower/bath/toilet, washing machine, bedroom, lounge etc) because of problems caused by the retailer. When making an award for such a claim, we will consider whether or not other facilities were available and what lengths a consumer was forced to go to in order to gain access to facilities.

If part of your complaint involves a claim for loss of facilities, please detail the number of people affected, which facilities you were without, why you were without them, and between what dates.

- **Accommodation Costs**

A reasonable sum may be awarded where circumstances caused by the supplier and/or delays in product delivery, have left the consumer's home in an uninhabitable state unreasonably beyond the envisaged contract period. However this will only generally be appropriate to cases concerning home improvement contracts, where the consumer's home has been rendered uninhabitable i.e. no running water or bathing facilities, no electricity supply etc.

Where a consumer is able to produce itemised bills of the actual cost incurred, this would be the relevant amount. However the consumer would be expected to show that they had kept any such expenses to a reasonable minimum.

- **Loss of Earnings/Holidays (all cases)**

Where consumers have had to take time off work, over and above that amount originally envisaged at the time the contract was made, they would normally be entitled to claim compensation for the loss incurred as a result. This would not apply to time spent in resolving the dispute once a case has entered the Ombudsman process.

If you are an employed person, any award we may make will not be the same as your daily salary if your employer has paid you in any event. In these cases any award made will be to reflect the time and inconvenience incurred.

Awards made by the Ombudsman for this type of claim do not exceed the sum of £50 per person per day. We will also take into account whether any compensation is to be awarded for general delay and inconvenience (see below).

Where awards are made, we will want to see proof of your claim – for example a copy of your annual leave record from your employer or a letter from them confirming what time was taken, and confirmation of whether you were paid by them. Without this evidence, we cannot make an award.

If you are a self-employed person, we will want to see evidence that you have incurred a loss. This could include giving us evidence of your normal earnings over the six-month period preceding your claim, or letters from customers where you have had to cancel business.

In order to consider any claim of this nature fully we will require details of the actual dates claimed for, whether this was taken as annual leave (employed persons) or whether a loss of pay is claimed (employed persons).

In all cases, please provide details of the number of people living in the household, their ages, occupations, and details of their normal times and places of work.

- **Delay and inconvenience**

As a general rule compensation for delay and inconvenience is not normally awarded save in exceptional cases. For instance, it would not normally be awarded for the type of cases where a kitchen was delayed a week or two, or where there was a broken delivery appointment. On the other hand, if it was known that a bathroom installation had to be completed in time for a special event e.g. a wedding, compensation may be payable.

Compensation may also be payable in cases where a consumer has had to endure substantive remedial works over a protracted period of time. Often the Courts will not make awards for delay and inconvenience. Where awards are made they are moderate, even in cases where many months of delay and associated inconvenience have been incurred. However, each case must be considered on its own merits.

- **Property damage**

Where a consumer has had damage caused to their property during the delivery or fitting of furniture, then it may be reasonable to claim compensation for the cost of making good. However consideration should be given to the actual loss suffered since this may not be the full cost of reinstatement on a new for old basis.

We will only tend to consider such claims where the damage caused is directly linked to the product i.e. where a kitchen has been fitted and damage has been caused to the kitchen doors. Where, for example, damage to a floor had been caused during a kitchen installation we may not award compensation but we would offer a consumer general advice as to how such a claim might be pursued, e.g. through the retailer's insurance.

What can the Ombudsman not award compensation for?

Compensation will not normally be allowed for legal fees, telephone and postage costs, storage charges, claims for loss of bank interest or loss of rental income.

We cannot consider any claim that may be commercial in nature, for example losses incurred by a business, company or firm. Claims of this nature should be pursued in the County Court.

Contact us:

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