

# Citizens Advice Scotland

Scottish Association of Citizens Advice Bureaux  
www.cas.org.uk



## Consumer Bill of Rights

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October 2012

- Citizens Advice Scotland and its member bureaux form Scotland's largest independent advice network. CAB advice services are delivered using service points throughout Scotland, from the islands to city centres.
- Citizens advice bureaux in Scotland helped clients with almost 550,000 new issues in 2010/11 – almost 1,500 new issues for every day of the year. Over 270,000 clients brought new issues to a bureau over the year.
- In 2010/11, Scottish bureaux achieved a financial gain of almost £126million for clients based on funding of £16.3million (including £7.6million in core funding). This means that CAB clients were better off by £8 for each £1 of funding given to bureaux.

# Introduction

## Consumer landscape context for Citizens Advice Scotland

In April 2012, the Department for Business Innovation and Skills announced new proposals to make the Citizens Advice service a champion for consumer information, advice, education and advocacy.

These proposals will see the CAB service become the place to turn to for information and advice about general consumer matters. Together, Citizens Advice Scotland and Citizens Advice (England and Wales) will become the publicly-funded voice of consumers, championing their needs and empowering them to make the right choices for themselves.

Citizens Advice Scotland strongly welcomes the UK Government's recognition of the key role the Scottish CAB Service already plays in the provision of information and advice for consumers and we welcome their confidence in the Service to provide a one stop shop for consumer education, empowerment and advocacy.

Our vision for the Citizens Advice service is that by 2014 consumers will get a service;

- they know and trust, that understands their views and fights to get them fair treatment
- that helps them resolve their problems and works to ensure the same problem doesn't happen again or to anyone else
- reports their experiences to people who can take enforcement action without passing them around and making them repeat themselves
- tells them about rip offs, scams and bad deals to watch out for
- asks for their views on future issues that could affect them and their community
- invites them to join in and have a say, campaigning for change with other people.

It is within this context in which we're responding to this consultation.

## Our response – general remarks

Citizens Advice Scotland recognises the need for a strong consumer protection regime that empowers consumers to make the right choices; helps them to understand their rights and take appropriate action when things go wrong; and that provides consumers with appropriate redress.

We welcome the Government's overarching objective in seeking to clarify consumer law:

“ to provide consumers and businesses with a simple framework of consumer law that they can apply by themselves without having to resort to legal professionals or an arbitration process.

In addition, we think that markets work more effectively when consumers are fully informed of their options, armed with knowledge of their rights and able to exercise their choices and rights with confidence. Strong and effective regulation and enforcement is crucial to ensuring consumers are protected – simply informing consumers of their rights will not stop them from being ripped off or let down. In addition, efficient and effective markets require businesses to recognise and value their obligations to consumers and to take appropriate action to redress problems with goods, services or digital content. Effective reform must empower and protect *all* consumers, including those on low incomes and vulnerable consumers. It is important that those consumers who are not able to “vote with their feet” are still able to make empowered choices and are adequately protected.

We welcome the comprehensive nature of the Government's proposed reforms, encompassing goods and services, as well as providing much needed clarification on digital content.

Citizens Advice Scotland strongly welcomes the Government's recognition that the current set of laws surrounding consumer rights are complex and often inaccessible in terms of language and clarity. This makes it difficult for all but the most informed and able consumers to take action to redress poor quality goods and services.

Such uncertainty can also be expensive – both for consumers who suffer detriment through faulty goods or services and for retailers in terms of compliance costs such as training and legal services.

Clarification and extension of consumer rights and protection for different types of contract such as sale or hire purchase would be particularly welcome.

This response is based on the evidence gathered from the experience of CAB clients across Scotland and calls to the Citizens Advice consumer helpline (formerly Consumer Direct) from consumers in Scotland. As such, there are some questions where it is either not possible or not appropriate for us to comment. For example, those questions relating to the experience of businesses.

In addition, there is very little evidence amongst the experiences of CAB clients or callers to the consumer helpline which would allow us to give a view on issues around digital content. As such, we have not addressed this section of the consultation.

In other areas, for expedience, we have addressed more than one question at a time.

Our sister organisation in England and Wales – Citizens Advice – is responding separately.

## Questions from Chapter 4: Introduction

“ Q1. Do you agree that all businesses should be subject to the same framework of consumer protection for the sale and supply of goods, services and digital content, or

Do you consider that micro-businesses should be exempt from any or all of the new proposals and remain subject to the current framework? (4.21-22)

“ Q2. Do you agree with the Government’s proposal to introduce a single definition of ‘consumer’ and a single definition of ‘trader’? (4.25-38)

Do you have any concerns with any aspects of the proposed definitions?

The proposed definitions can be summarised as follows:

“ Consumer - this would be limited to an individual acting for purposes which are wholly or mainly outside of his or her trade, business, craft or profession; but would not include an individual buying goods at an auction which individuals may attend in person (for the purposes of protections currently subject to this restriction).

“ Trader – this would be an individual (‘natural person’) or organisation (‘legal person’) whether publicly or privately owned, who is acting – including through any other person acting in their name or on their behalf – for purposes relating to their trade, business, craft or profession in relation to contracts for goods, digital content or services.

Q1. Citizens Advice Scotland is of the opinion that all businesses should be subject to the same framework of consumer protection for the sale and supply of goods, services and digital content. Whilst a number of CAB clients are owners or employees of micro-businesses and often experience similar “consumer” problems to those of individual private consumers, to exempt micro-businesses from any or all of the new proposals would represent an unacceptable loss of protection for consumers as a whole.

Q2. We agree with the Government’s intention to introduce a single definition of “consumer” and “trader” in the interests of clarity and simplicity in consumer law. The definition laid out above are along the right lines, however we have some concerns about how they relate to new and emerging markets such as internet sales. For example, we would not want to see a situation where a consumer could not access redress for faulty goods sold over internet auction sites such as eBay due to

a lack of clarity over whether the private individual selling the goods was acting as a trader. The definition above may not give sufficient clarity in a situation where, for example a seller on eBay may sell a single item of clothing to a consumer, outwith their “trade, business, craft or profession”. In such a situation, could it be guaranteed that the consumer could access appropriate redress if that item of clothing was faulty if it was unclear in law whether the seller was in fact a “trader”.

In addition, the inclusion of the clause within the definition of “consumer” around auction sales could potentially be interpreted as including internet auctions, even though the consumer would be present virtually or potentially by video link. Given the level of consumer detriment already experienced by users of such sites, we would be apprehensive about any potential misinterpretation of this clause which could disadvantage consumers.<sup>1</sup>

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<sup>1</sup> Over 3000 consumers from across Scotland responded to a survey run by the Scottish CAB Service in 2011/12, examining unfair terms and costs of delivery of goods purchased online. The interim report can be found on the CAS website at <http://www.cas.org.uk/publications/free-delivery>. By far the most common method of purchase for consumers facing poor access to redress in this situation was by online auction site.

## Questions from Chapter 5: Supply of Goods

### Right to reject and exemptions for delayed use

- “ Q6. Is 30 days a reasonable period to set for the short term right to reject sub-standard goods? (5.76-91)
- “ Q7. Do you agree that an exemption is required for goods where there may be a delay before use, or does this represent an unwarranted complication? (5.92-93)
- “ Q8. What evidence should a consumer have to produce to benefit from this exemption and do you think this can and should be provided for in statute? (5.92-93)
- “ Q9. If an exemption is provided, do you agree that in order to make use of the provision, the likely delay must be raised by the consumer at the time of sale and the exemption be agreed by both parties at that time? (5.92-93)

Q6-9. Citizens Advice Scotland agrees with the Office of Fair Trading's position as outlined in the consultation that a period of 30 days for a short-term right to reject is a reasonable period.<sup>2</sup> For much the same reasons as the OFT, we think that whilst this will inevitably lead to a shorter period of time in which to reject goods, it provides clarity and simplicity and offers certainty for all consumers.

We are of the view that an exemption from this rule where there is an anticipated delay before use would be reasonable. The examples of nursery goods prior to the birth of a baby or the purchase of seasonal goods in an end of season sale illustrate the difficulty in enforcing a strict 30 day rule for all purchases.

We would agree that, ideally, any exemption to the 30 day rule such as for those purchases outlined above, should be anticipated and should therefore be agreed between the consumer and trader at the time of sale. This ensures that any waiving

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<sup>2</sup> The Office of Fair Trading in response to the Law Commissions' consultation on Consumer Remedies for Faulty Goods 2008, as highlighted on page 57 of the consultation.

of the 30 day rule for the consumer in that instance could be evidenced by both parties, perhaps by an additional receipt from the trader.

In addition, there should be an exemption to the 30 day rule if an inherent fault, present at the point of sale only becomes apparent after the 30 days has passed.

“ Q10. Do you agree that the consumer should be allowed 7 days to examine the goods after any repair has been carried out, before losing the right to reject? (5.88)

Q10. We would not agree with this point, given that faults may continue to exist in the good after repair but may not become apparent until after 7 days have passed. In such circumstances it seems unreasonable to penalise the consumer for the poor quality of repair.

### **Alignment of remedies**

“ Q11. Do you consider that there is a need for the remedies for sale by description and for misleading practices to be aligned? If yes, do you think that they should both have a period of 30 days or 90 days? (5.94-97)

Q11. Whilst we do not have specific evidence to allow us to comment on the alignment of these remedies, we would advocate that consumers have access to a period of 90 days rather than 30 in order to ensure the maximum protection and redress for consumers. As highlighted in the consultation, some misleading sales practices are specifically designed so that consumers do not notice any problems with goods until at least 30 days have passed.

### **Repairs and replacements**

“ Q12. Which of the proposed models do you believe would be the best approach? (5.98-127)

Q12. We agree with the Law Commissions and with Consumer Focus that a simple solution of one repair and one replacement is the model offered which best serves the needs of the consumer. Therefore, we prefer Option 2.

We believe that, of all the options, this gives the maximum protection for the consumer and mitigates against long delays which could lead to redress being achieved outwith a “reasonable time” and at “significant inconvenience” to the consumer.

Citizens Advice Scotland is of the view that clear law stating that the consumer is entitled to one repair and one replacement and that this is the duty of the retailer would give greater clarity to both consumers and retailers than currently exists.

We believe that the circumstances in which repair is necessary must also be made clear to both parties. The following case study illustrates a common situation for consumers where they feel a repair or replacement is necessary but the retailer does not.

- ▶ A North of Scotland CAB reports of a client who bought a freezer from a major department over a year ago and was given a 2 year warranty with it. The client recently defrosted it and when she was wiping it out she noticed the shelf runners on both sides were cracked and the packing was coming out. She contacted the retailer who asked her to email pictures which she did. She received an email in response stating that they considered the problem to be cosmetic and would not fix it under the warranty.

In addition to issues around clarity over the need for repair and replacement, Citizens advice bureaux across Scotland report of cases where consumers were “bounced around” between retailers and manufacturers trying to secure repairs or replacements for faulty goods. The following case studies illustrate this issue:

- ▶ A North of Scotland CAB reports of a client who bought a computer from a high street electronics shop in June 2011 which stopped working soon after. The client had contacted the retailer who told him to contact the makers of the computer. The client is 80 years old and has made numerous calls to the manufacturer and has not received any help.
- ▶ A North of Scotland CAB reports of an island-based client who purchased a new and expensive car from a dealer based in Inverness just over one year ago and experienced several faults. Since the purchase client has had to have the car returned to the dealer in Inverness three times for inherent manufacturing defects which were not caused by normal wear and tear motoring. Transferring the car across to Inverness from the client's island location for three return ferry trips and two accommodation bookings incurred substantial expenses. The client asked the Inverness dealer and also the car manufacturer if they were willing to offer any recompense or even a free service but they flatly refused.

If a rule of one repair, one replacement was in place, the consumers in these case studies would not have experienced the level of detriment which was incurred – both in terms of inconvenience and time. In addition, retailers and manufacturers would have greater clarity over their responsibilities.

“ Q13. In Option 4, do you agree that a cumulative total of 14 days for repairs or replacements is a reasonable limit? If not, how many days do you believe would be preferable? (5.120-127)

“ Q14. Do you agree that, if a temporary replacement of equal or higher quality is provided for the duration of any repair/replacement process, the limit under Option 4 should be set higher, for example at 28 days or 30 days, or waived altogether? (5.126)

Q13-14. We do not support Option 4, however a provision for replacement goods during the repair/replacement process would be a welcome move in conjunction with Option 2. This would ensure that in the vast majority of cases, the consumer did not experience “significant inconvenience” outside of a “reasonable time”.

In the following case, the consumer was able to access a repair for his faulty laptop but only at significant inconvenience to him. A guarantee of an appropriate replacement would have mitigated this inconvenience.

► West of Scotland CAB reports of a client who purchased a new computer from a mainstream computer retailer but it soon became apparent that there was a problem with the browser. The client advised that the helpline had been unable to assist and that he was housebound in a wheelchair and therefore relied heavily on his laptop. He told the retailer that it would be very difficult to take the computer back to a shop given his condition. The retailer said that if he had had the laptop less than 21 days then they would replace it but since he had had it for 28 days then they would repair it and this may take 30 days which would cause him significant inconvenience. There was no offer of a replacement in the interim.

### **Dangerous goods**

“ Q15. Do you believe that where a product can be proved to be dangerous, the consumer should have a right to move directly to a second tier remedy? (5.128-130)

Q15-16. We agree that where products are dangerous, consumers should immediately be able to move to second tier remedies.

### **Deductions for use**

“ Q17. Which of the proposed models (or which mix of the models) do you believe would be the best approach? (5.131-155)

Q17. We believe that Option 1 (removing the ability for retailers to make deductions for use) would best serve the needs of consumers and would offer them the maximum protection possible. If due process has been followed at the first tier, it seems clear to us that consumers should not then be penalised by receiving a refund for less than the original value of the goods if they are still faulty.

Option 1 also offers the maximum clarity to both consumers and businesses as it avoids any percentage based formula or any tiered approach which could cause barriers to redress for consumers who are less confident at enforcing their rights.

As we are in favour of Option 1, it is not appropriate for us to comment on questions 18-20.

### **Remedies for different transaction types**

“ Q21. Do you believe that this is a sensible change or can you foresee problems arising from applying broadly the same remedial scheme to all transaction types? (5.156-174)

“ Q22. What benefits can you see from aligning the rules for different transaction types in this way? (5.156-174)

“ Q23. Do you agree that the approach outlined above for hire contracts is sensible? (5.173-174)

Q21-23. It is clear to us that consumers making purchases outside of the traditional direct sale route face more barriers to redress, particularly for consumers using hire purchase. We agree with the Government's stated objectives of simplifying and clarifying this area of law for the benefit of both consumers and retailers.

The consultation document highlighted the findings of the Consumer Direct helpline – that 6736 complaints were made in 2011 regarding defective hire purchase goods, amounting to an estimated £73m in consumer detriment.

In 2011/12, Scottish CABs dealt with 1499 issues relating to hire purchase arrears. In many of the cases where goods were faulty, clients found they were caught between retailers and manufacturers with unclear rights and little access to redress. The following case study illustrates this issue.

▶ A West of Scotland CAB reports of a client who took out a hire purchase agreement over the internet to hire & buy a television. The television broke down and the client reported this to the retailer who asked her to get an estimate for repairs. The retailer then stated that the client would have to take up the matter

with the manufacturer. The client did as suggested and attempted to get the television replaced or repaired by the manufacturer, however they would not deal with her as she was not the owner. Eventually the retailer agreed to uplift the faulty television but they never turned up. She received a letter from them about a "usage charge" but the terms of the letter were unclear and the client still has the television.

Aligning the remedies available to consumers using different purchase methods could be a very positive move for consumers, particularly those using hire purchase. The addition of a short-term right to reject for these consumers is especially welcome.

This would ensure clarity and simplicity in the system and would encourage greater consumer confidence.

We agree with the Government's proposals on hire contracts but would stipulate that there may be a case for a refund of hire payments made in the case of hire purchase sales if a fault develops outwith the short term right to reject.

## Questions from Chapter 6: The Supply of Services

### Definitions of services

“ Q24. Are these helpful distinctions? What problems, if any, do you envisage in dividing up services in this way? (6.11)

Q24. We would agree that the distinctions of services being either “pure” where no goods are involved; relating to property; or relating to the person are useful definitions. Expanding the definitions slightly to define the parties involved (ie trader and consumer) may help to clarify the definitions.

We would also suggest that the definitions should include an explicit reference to the transactional nature of the service, eg if payment was exchanged for the service whether in monetary terms or in kind. This may provide further clarity in cases where services are to be provided for free. A current example of where such an explicit recognition of “free services” being covered would be beneficial to both consumers and traders would be around free insulation services where either the government or the energy supplier incurs the costs but the consumer receives the service. Access to redress in circumstances where such services went wrong would be welcome.

“ Q25. Do you agree that these are the implied terms which may currently be introduced into consumer contracts for the supply of services? (6.16-31)

Q25. These implied terms conform to our understanding.

“ Q26. Do you think the proposals should apply in Scotland with the same effect as they would have in the rest of the UK? (Box 20)

Q26. Under Scots law, consumers have more options for redress when implied terms are breached. We would be very concerned to see any moves to reduce the options for redress available to consumers in Scotland in order to harmonise processes across the UK. If harmonisation is desirable, then we would advocate an extension of the protections and options available to Scottish consumers to those in the rest of the UK.

“ Q27. Do you agree that the remedies for breach of implied terms in consumer contracts are difficult for consumers to predict? (6.32-36)

Q27. We would agree to some extent that remedies in such situations might be difficult to predict, but would argue that under Scots law, consumers are more free to choose their preferred remedy. Extending this provision to all UK consumers would both clarify and simplify the law and increase consumer protection.

“ Q28. The Government is not proposing a solution to this problem as it cannot identify a deficiency in the law or any obvious clarification that would help. Do you have any suggestions? (6.51-54)

“ Q29. In your view, what problems are created for consumers by the current law? Can you estimate the impacts? What effects on the market do these problems cause? (6.55-68)

“ Q33. Do you agree that moving to a statutory guarantee will be easier for consumers and traders to understand? Do you foresee any problems with this approach? (6.78)

Q28-33. One of the twin aims of the Scottish CAB Service is “[t]o ensure that individuals do not suffer through lack of knowledge of their rights and responsibilities, or of the services available to them, or through an inability to express their need effectively”. As such, we are keen to see an end to the situation where consumers are discouraged from seeking redress because of their lack of knowledge of both their rights and potentially of the quality of work undertaken in the course of a service being fulfilled. At present, many consumers are unsure of their rights and feel unable to exercise them. In addition, the complex nature of current legislation makes it difficult for consumers to act upon their rights and achieve appropriate redress when things go wrong.

The fact that the Scottish CAB Service dealt with just under 81,000 consumer issues in 2011/12 indicates that Scottish consumers need additional support when trying to resolve complaints. Such a high volume suggests that the complexity of current consumer law is a huge barrier to redress. As the consultation document indicates, with the average amount of consumer financial loss being made when services are faulty amounting to £200, the problem of poor access to redress is certainly not a small one.

A statutory guarantee could provide consumers with the peace of mind to enable them to conduct their transactions with more confidence. To have the same or similar level of consumer protection and access to redress when consumers are buying services as when they buy goods would help build that confidence.

As the consultation paper indicates, many consumers find it difficult to see when the product they are procuring counts as a good and when it is a service. The example

of tailor made clothing or the installation of an electrical good such as a shower or washing machine makes this point.

The following case study illustrates a common experience for many consumers where the issue of installation muddies the water for the consumer in seeking redress for goods and services.

- ▶ West of Scotland CAB reports of a client who was having difficulty booking a repair for a washing machine which she recently purchased from a major high street electrical store and had installed by the same firm. The machine soon stopped working completely and as the client was a single parent with young children, this caused a significant inconvenience. The client tried to call the customer service department of the retailer but had difficulty getting someone to help. She was put through to many different departments and did not manage to get anywhere. The client would like it repaired or replaced. When the CAB adviser rang the retailer's customer services line on behalf of the client, they were transferred to the manufacturer who advised that it was not up to them to repair or replace the good. Upon contacting the retailer again, the adviser was put through to three different departments before finding a resolution.

In this particular case, the consumer was told by the retailer that it was the job of the manufacturer to repair or replace the faulty washing machine. Not knowing her rights and taking the retailer's word for granted, she was caused significant inconvenience through the lack of redress. There was also confusion caused by the blurred boundaries between the good itself – the washing machine – and the service – its installation as the consumer was unable to tell whether the problem originated in the good or in its installation.

This case study illustrates problems that consumers face in seeking redress where services are faulty, even when they are aware of their rights:

- “ West of Scotland CAB reports of a client who had double glazing windows put in by a local firm in October 2011. She states that the windows, especially those at the back, are faulty letting noise and wind into the house which causes her extra expense to keep the house warm. The client phoned constantly to try and speak to someone from the glazing firm with little success. When she did, appointments they made were not kept. When someone finally came out he agreed that the windows were faulty and had not been sealed properly but there was a 10 year guarantee with the windows. A date was given for someone to come out and seal the windows but they have still to appear. The client is now still trying to contact them again and has sent them an e-mail today. The supplier was not a member of the Glass and Glazing Federation

A straightforward statutory guarantee that is simple for both the consumer and the trader to understand would help in this situation and many others.

“ Q34. Do you agree that there should be a statutory guarantee that a service will meet the description given pre-contractually, including the information as to price and time for performance? (6.80-84)

Q34. Yes.

“ Q35. Do you agree that there should be a “default” period of 30 days in which a service must be carried out? (6.87)

“ Q36. Do you agree that the statutory remedies for “faulty” or sub-standard services should be as similar as possible to those for goods? (6.89-96)

Q35-36. We agree that the proposed default period of 30 days aligns the remedies for faulty services with those for faulty goods and we would therefore be in favour of such a move. However this timescale should not cause the consumer further detriment – for example by extending the period of time they should reasonably expect a remedy to take place. The example of a faulty boiler breaking in mid-winter illustrates a case where 30 days would be an unreasonably long period of time for the consumer to await redress where services (fixing the boiler) would be needed.

“ Q37. Do you agree that we should specify that the reduction in price should cover the element which has not been performed with reasonable care and skill? Or should we use the same wording as used in relation to goods; i.e. “an appropriate amount”? (6.95)

Q37. We are keen to see consumers benefitting from a reduction in the price of the service if it is not performed with reasonable care and skill. The Government’s proposal, as set out in the consultation document at Box 22, that the reduction in price should reflect the costs of completing the service to a satisfactory standard. This seems clear and could be well communicated to consumers, thus building confidence to achieve redress.

“ Q38. Do you think that the tier 2 remedy should always include a facility for the consumer to terminate the contract from that point forward? (6.104)

“ Q39. Alternatively, do you think that the right to terminate the contract should only be available in response to a failure to meet pre-contractual information requirements, or perhaps not at all? (6.105)

Q38-39. We agree that the tier 2 remedy should always include a facility for the consumer to terminate the contract, regardless of whether the problems with the contract arose from a failure to meet pre-contractual information requirements.

“ Q41. Do you agree that it would be disproportionate and also risky in terms of potential effects to try to codify current contractual remedies for damages in legislation? (6.106-107)

Q41. We support the Government’s position on this question as an attempt to codify current contractual remedies for damages in this legislation could simply complicate the picture further for consumers. We welcome the commitment in 6.107 to ensure that it is clear to consumers that the remedies available through this Bill would not affect or preclude further access to redress through these contractual remedies.

“ Q42. Do you agree that there are few cases at present where a service provider would be able to limit its core contractual liability to a consumer in a way that a court would find reasonable? (6.109-111)

“ Q42. Citizens Advice Scotland does not have sufficient client evidence to comment on this at this time.

“ Q44. Do you think any strict liability standard for services should be imposed instead of or in addition to liability under the current fault-based regime? (6.114-124)

“ Q46. Do you think that consumers would benefit from an outcome based liability standard for services to their property or would any benefit be outweighed by higher prices because of increased costs on business? (6.114-124)

“ Q49. Do you agree that the quality standard in any strict liability scenario for services should be as above – the same as for goods? (6.125-127)

“ Q50. To which services might the new liability standard apply? (6.125-127)

“ Q51. Do you agree that in practice a strict liability standard for installation services would make no difference to installation services which are carried out by the retailers of the goods? (6.130-142)

- “ Q53. Do you think that the current rules on installation services encourage consumers to employ goods retailers to perform such services? If so, would strict liability across the board for installation services offer some benefit to independent contractors? (6.130-142)
- “ Q54. Do you agree that in most repair scenarios the Courts would already be likely to find a way to make the service provider responsible for guaranteeing a “satisfactory quality” outcome? (6.143-147)
- “ Q56. Do you think that such a change would be likely to increase consumer confidence and assertiveness? (6.143-147)
- “ Q57. Do you agree that all services to consumers’ property should be treated the same? Are there any particular problems with strict liability in respect of any of the other categories of services to property? (6.148)

Q42-57. Citizens Advice Scotland does not have sufficient client evidence to comment on these issues at this time.

- “ Q59. How should business and consumers be informed of any changes at reasonable cost without adding additional burdens? (6.1-153)
- “ Q60. Do you agree that a clearer law as outlined above, if communicated properly, would make a real difference to consumer understanding of their rights and thus to their assertiveness, making markets work better? (6.1-153)

From April 2013, the Citizens Advice service (encompassing Citizens Advice Scotland and Citizens Advice (England and Wales)) will be responsible for the delivery of consumer education, formerly delivered by the Office of Fair Trading. At the same time, Trading Standards Services, through the Trading Standards Institute will become responsible for all business education.

We believe that there are significant opportunities to improve consumers’ awareness of their rights and to empower them to take action to enforce those rights. In addition, aligning advice for business with their local enforcement community may reap rewards. There may need to be further coordination between all three parties involved – Government, the Citizens Advice service and the Trading Standards Institute – to ensure that changes and simplifications to consumer protection laws are properly and effectively communicated to business and consumers. We would be happy to work with all partners to achieve our aim of ensuring citizens do not suffer through lack of knowledge of their rights and we look forward to contributing further to the shape of the Bill as it progresses.