



**Sid Bourne on facing up to rogue customers**

## Four words to get paid: **See you in court!**

HERE's another tale from rogues' consumers gallery. I was called in on a matter concerning a wood floor; the customer was unhappy and refused to pay the invoice.

Arriving at the premises, I found a beautifully installed solid oak rustic grade 20mm x 180mm. This was a large newly built detached house, and the floor looked absolutely fabulous. But the consumer said she was not happy or did not intend to pay the full amount in the invoice.

Before my visit I questioned the flooring contractor. He said he had done everything possible to discuss and explain to the customer the nature of the material, even describing the grading. He had actually left a grading sheet with the customer, who was starting to sound like a 'rogue'.

This was a magnificent house, having new solid oak doors in every room. The flooring was a lacquered pre-finished oak. The customer was moaning about the colour variation and knots which were filled at the factory.

Speaking directly to the customer, I said: 'All this is fully explained in the grading sheet that the contractor gave you.'

To my surprise the customer denied having been given a grading sheet.

OK, I said, 'take a look at your solid oak doors; look at the colour variation; it's the same as your flooring. 'I can accept colour variation on the doors,' she replied, 'but not on the floor.'

I responded that the floor was exactly as it should be and I could see no reason for her not paying the invoice. 'Well,' she said, 'there are several knots which are larger than they should be.'

'How do you know that?'

'The grading sheet had dimensions on it.'

'Just a minute,' I interrupted the customer. 'You just told that the contractor did not give you a grading sheet.'

'Oh, I forgot,' she blurted out.

I then proceeded to measure some of the knots and, yes, some were larger but by no more than a few mm. So I told her I would write a report and advise the contractor to take legal advice as I believe he has a very strong case.

***I told the rogue customer: 'Should this matter not be resolved amicably, I believe the flooring contractor will win in court as he has all the evidence to prove his case'***

'Should this matter not be resolved amicably,' I told her, 'I believe the flooring contractor will win in court as he has all the evidence to prove his case. Remember also that he spent over a week fitting the floor and also put on new oak skirting as well and at no time did you complain.'

'In conclusion, you don't have a leg to stand on.'

'Oh,' she responded, 'I don't think there is any need to go this far, I just want to negotiate. If I keep the flooring I want to be compensated for my inconvenience. I have also suffered stress over this matter.'

I made no comment at this stage, but I think the rogue customer realised full well that she was pushing her luck.

My follow-up advice to the flooring contractor, standing

outside the house, was to demand every penny he was owed. Back inside the contractor asked the rogue customer what compensation she expected.

'Well your invoice is for £8435, let's call it £5000 and I will be happy!'

I nearly choked and so did the contractor. And he wasn't going to argue. 'I'll see you in court,' he told her and left the house.

I duly wrote a report and a court date was set. However, 24 hours before facing the bench, the consumer paid in full.

The contractor involved did everything as he should have done with one exception, and I will keep on saying this until I am blue in the face: **Always get a signature from the customer!**

A signature on paperwork allows the assumption that the customer has read and understood

everything. You then have a great chance of winning in court. Without a signature the odds are stacked in favour of the customer.

However, in this case the contractor had done a beautiful installation. It would have been difficult for the customer to prove any sort of negligence, which is probably why she gave up and paid up.

As a footnote to this story, I later learned that the carpenter who had hung 14 solid oak doors in that house had never been paid. Apparently he gave up trying to get his money. The reason he was given was that the colour variation was not right and the gaps below the door were too large, which they were not.

I'm not going to reveal the name of this rogue customer, but you can find it on a new dedicated website, check it out! **CFJ**

■ [www.roguecustomers.co.uk](http://www.roguecustomers.co.uk)  
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**Martin Cummins on questionable product claims**

## Small print can give big answers

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floorcovering or wrong choice of the adhesive. But more often than not, failure is down to poor preparation (the bit that won't be seen by the client at handover!!).

Staying with the priming example or specifically the lack of priming, this is all too often one of the main preparation reasons the flooring installation has failed.

And yes...you may have had many successful installations when you didn't prime, but when failures do occur the remedy cost (and reputation loss) will be far in excess of the original savings and an unwelcome future financial headache in these difficult times.

Remember that beyond the printed product highlights and attention grabbing bullet points, most reputable manufacturers have a technical department - probably responsible for the small print caveats - that will help

you identify the risks for a particular job should you need it.

Even if you don't fancy reading all the way through the small print, at least approach the highlighted features and benefits with a healthy dose of scepticism until you clearly know to what conditions they will apply.

It is also worth noting that as cost-down products arrive, always in a recession, so the risks often increase and that small print has never said so much to you.

I've heard one manufacturer blame 'microscopic airborne particles' as a technical reason for an installation failure, a problem also known technically as "bullsh\*t".

That would not have happened if the flooring contractor had read the small print and followed the correct preparation advice. You really should not be giving us manufacturers the opportunity to

blame you.

Difficult times obviously call for ways of cutting costs whilst maintaining good levels of profitability and margin; not all these processes are necessarily bad (reviewing products can on occasions give technical and performance improvements).

But when the focus becomes ways to cut corners then you risk being landed with bigger costs when you have to sort out a problem.

No matter what the economic situation, quality and reputation are still the cornerstones to long-term success, regardless of how competitive the market becomes; it would just be a shame if you lost out in the small print! **CFJ**

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