

Suppliers Failing to Provide Good Quality Services

“I ordered a trampoline mat from the supplier on the 21 March 2019. The amount of R3250 was paid to them as per quotation dated 20/3/2019 which included the courier cost. I have contacted the owner a few times and to date have not received the mat. I asked him via email to refund me as they cannot supply the mat as per quote and every time I contact him he is blaming it on the receptionist, the suppliers, his child was in hospital, he himself was in hospital and his landlines are not working because it was stolen. He is not responding to my emails and if I get hold of him via WhatsApp, he gives promises with no result. I have read the reviews on his company and on hellopeter.com and discovered that he is a fraud and thief”.

The Consumer Goods and Services Ombudsman (CGSO) has noted a trend of service quality complaints similar to the case study above continually being on top of the issues consumers regularly complain about.

This is on the back of a steep rise in the number of complaints directed to the office of the Ombudsman in the first quarter of 2019. The CGSO fielded 2 191 complaints compared to 1 495 in the equivalent period in 2018, an increase of some 47%. Heading the list of complaints were issues relating to the quality of services rendered.

According to the Ombudsman, Ms Magauta Mphahlele, shoddy service and defective goods routinely top the list of complaints fielded by the CGSO, and this quarter was no exception: 32 % of all complaints received relates to services. The top service complaints relate to services not being of expected quality, not on time, not as promised, penalties charged for cancellations, overcharging and the refusal to remedy or refund. Weddings, car rentals, funerals, renovations, moving / transport, accommodation, online orders and beauty treatments are some of the specific products and services that consumers complain about.

In terms of section 54 of the CPA, Consumers are entitled to the following, when entering into service agreements/contracts with suppliers:

- ✓ Timely performance and completion of the services;
- ✓ Timely notice of any unavoidable delays in the performance of the services;
- ✓ High-quality services, which consumers are entitled to expect;
- ✓ Use, delivery or installation of goods that are *free of defects and of a quality that persons are generally entitled to expect*, if any such goods are required for performance of the services.

“Section 54 gives good guidance to suppliers on how to maintain good customer relations and service levels. They are basically required to deliver on their promises and to let their customers know if the service will not be delivered as agreed or promised. They must further advise consumers of the terms and conditions relating to cancellations and related penalties, under what conditions refunds will be given and what procedures and timeframes consumers need to comply with. All these must be provided to consumers in clear and understandable language and must not be hidden in small print”. Said Ms Mphahlele.

Suppliers who are not able to provide services in line with section 54, are required to remedy any defects in the quality of services performed or related goods supplied; or refund the consumers a reasonable portion of the price paid for the services performed and goods supplied, in the event of these being sub-standard

Should a supplier fail to remedy a defect in the service or related product the consumer can approach the CGSO to attempt to reach an amicable settlement. Should the CGSO fail to successfully assist the parties to reach an amicable settlement, the consumer can lodge a complaint with the National Consumer Commission who, if warranted can refer the case to the National Consumer Tribunal. The Tribunal has the power to order a refund or any other suitable remedy, including fining the supplier ten percent of their annual turnover.

The Ombudsman urged consumers to be vigilant when entering into service agreements by paying attention to cancellation timeframes, penalties, delivery times and procedures for returns and refunds. Where a deposits or up-front payments are required they must make sure they trust the supplier or have done proper background checks of the company: "Our advice is to rather, where possible opt for progress payments based on the work completed, and avoid any full upfront payments before the service is completed or product delivered.

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