

77) Payment dispute with Aspect Maintenance Services Ltd.

Merchant	Aspect Maintenance Services Ltd., E7 Barwell Business Park, Leatherhead Road, Chessington, London, KT9 2NY Tel : 020 3944 4658 Web : https://www.aspect.co.uk
Consumer	Masaaki Takashima, 15, Earlsfield House, Royal Quarter, Seven Kings Way, Kingston upon Thames, Surrey, KT2 5BG Tel : 07702 047 467 Email : masaaki.takashima@outlook.com
Order no.	J145306 dated 28.6.2023 for £8,064.00
Order description	Materials and demolition / renovation work of en-suite bathroom
Transaction history	<p>1) MT placed the order of materials and demolishing / installation work of en-suite bathroom to Aspect for the total amount of £8,064.00 by email on 28.6.2023.</p> <p>2) Aspect issued Invoice no. INV-170509 dated 28.6.2023 for order no. J-145306 for the amount of £4,032.00 as a 50% deposit of the order, to which MT paid by Amex on that date.</p> <p>3) However, MT, after getting better quotation from B&Q, cancelled the order to Aspect by email on 5.7.2023 and cancellation was confirmed by Aspect on the same day. However, they refused to refund £893.87 to MT, saying cancellation was too late and not refundable.</p> <p>4) Aspect issued Credit no. CCR-01150 dated 31.8.2023 for the amount of £3,138.13.</p> <p>5) Aspect issued Receipt dated 7.9.2023 for the amount of £893.87, which had been paid by Amex without MT's knowledge.</p>

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Amex Dispute Ref	Click here (D-47626273 dated 14.7.2023)
Consumer Contracts Regulations 2013	<p>The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 outline the specific details regarding the right to a cooling-off period for online, phone, and mail order purchases. Here are some key points specified in the regulations:</p> <p><u>Duration of the cooling-off period: Consumers have a minimum statutory cooling-off period of 14 calendar days from the day after they receive the goods or, in the case of services, from the day the contract is entered into.</u></p> <p><u>Right to cancel without giving a reason: During the cooling-off period, consumers have the right to cancel the contract and return the goods without providing a specific reason. This applies to both goods and services.</u></p> <p><u>Information about the right to cancel: Traders (sellers or service providers) are obligated to provide consumers with clear information about their right to cancel, including the duration of the cooling-off period and the process for exercising this right. This information must be provided in a durable form, such as in writing or by email.</u></p> <p>Cost of returning goods: If consumers decide to exercise their right to cancel, they may be responsible for the cost of returning the goods, unless the trader agrees to cover this cost or fails to inform them of this requirement.</p>

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<p><u>Consumer Contracts Regulations 2013</u></p>	<p><u>Refund obligations: Traders are generally required to refund consumers within 14 days of receiving the returned goods or evidence of the consumer's decision to cancel. This includes the cost of the goods and any delivery charges paid by the consumer at the time of purchase, with some exceptions for additional services.</u></p> <p>Exceptions to the right of cancellation: The cooling-off period may not apply to certain types of goods or services, such as personalized or perishable items, sealed audio or video recordings, or digital downloads, if the consumer has already started using them.</p>
<p>Email exchanges between MT and Aspect</p>	<p><u>Click here</u></p>
<p>Letter exchanges between MT and Amex</p>	<p><u>Click here</u></p>