

The complaint

Mr S complains that the kitchen he financed through a fixed sum loan agreement with Clydesdale Financial Services Limited trading as Barclays Partner Finance (BPF) wasn't of satisfactory quality.

What happened

Mr S entered into a fixed sum loan agreement with BPF in March 2020 to part finance the cost of a kitchen. Mr S paid a deposit of around £2,679 and was provided with a zero-interest rate loan for £2,920 repayable over 36 months.

Mr S has explained that there were delays in the kitchen being installed, due to the Covid pandemic and an issue in the supplier not confirming the dates with the installer. The kitchen was installed in August 2020. Mr S says the installation wasn't completed with reasonable care and raised a number of issues. He says the kitchen supplier acknowledged that the work was done with a 'poor finish'. Mr S also says that he paid more for the installation than was paid to the installers and that the goods he received weren't as he ordered as he received white-edged units rather than cream-edged. He wants remedial works to be undertaken as well as refunds for the breach of contract and compensation for the distress and inconvenience he had been caused.

BPF says that Mr S raised a claim under section 75 of the Consumer Credit Act and was provided with an outcome in November 2020. After receipt of the issues Mr S raised with the Financial Ombudsman Service and the independent inspection report Mr S had carried out in December 2020 (but had not previously provided to BPF or the supplier), BPF contacted the supplier.

Our investigator said the inspection report from 4 December 2020 showed issues with the kitchen installation. Given this he didn't think the kitchen was of satisfactory quality and said there had been a breach of contract by the supplier. He recommended specific remedial work to be undertaken. He noted Mr S' concerns about moving the boiler housing damaging the surrounding tiles and said if this did happen then BPF should reimburse Mr S for the costs of putting this right. He said that BPF should refund Mr S the cost of having the independent inspection carried out along with 8% simple interest from the date of payment to the date of settlement.

Following the initial view, our investigator also recommended that the units be replaced with cream-edged carcasses if available or, if not available, CCF should refund Mr S 10% of the cost of these units along with 8% simple interest from the date of payment to the date of settlement.

Following receipt of the December 2020 inspection and our investigator's views, BPF responded to say the supplier had confirmed that the cream-edged units had been discontinued and while it agreed to the 10% refund it had previously offered a refund of £300 that was more beneficial to Mr S and that remained available to him. The supplier agreed for the installer to rectify the issues set out in the view. As an alternative it said it would offer Mr S £1,000 in full and final settlement. BPF thought the suppliers' offers were reasonable

but in addition offered the following choice to Mr S:

- to pay the reasonable costs identified in the independent inspection carried out in December 2020 (subject to a receipt or invoice showing how much had been paid) and to cover the cost of this inspection report.

Our investigator put BPF's offers to Mr S, but he didn't accept these. He asked for a 50% refund of the bill paid to the supplier (£2,804.34) while retaining the warranties on products and installation until they expire.

BPF didn't agree to Mr S' request and this case has been passed to me, an ombudsman, to issue a decision.

What I've decided – and why

I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint.

Mr S' complaint is about the quality of the kitchen installed by a supplier and paid for in part through a fixed sum loan agreement with BPF. In assessing Mr S' complaint I have considered the relevant law and regulations. Specifically, relevant in this case are section 75 of the Consumer Credit Act 1974 (section 75) and the Consumer Rights Act 2015. While I take all relevant regulations into account, my decision is based on what I consider to be fair and reasonable given the unique circumstances of the complaint.

Under Section 75, a consumer has, in certain circumstances, an equal right to claim against the credit provider (BPF) if there is a breach of contract or misrepresentation by the supplier of goods or services. Under the Consumer Rights Act 2015 there is an implied term that "the quality of the goods is satisfactory".

In this case, Mr S' kitchen was installed in August 2020. He raised several issues around that time, some of which were resolved, but many of which remain outstanding. I have looked at the timeline of the issues raised, and the responses Mr S received.

Mr S noted in week the kitchen was being installed that the colour of the edge of the carcasses was white not cream as agreed. I have looked at Mr S' order and this clearly states 'cream-edged'. While the supplier has said this was due to the cream edging being discontinued between Mr S' order and installation, it isn't clear that Mr S was made aware of this and I can understand that he was upset that he didn't get what he had ordered.

The supplier offered a refund of £300 because of this issue and it says Mr S accepted this during a telephone call with its installation department. As the cream-edging is no longer available I cannot require BPF to replace this. So, in this case, I think that it is reasonable that Mr S receives a partial refund to address the issue that he didn't receive the items as ordered. I think the offer of £300 is reasonable.

Following the full installation of the kitchen, Mr S contacted the supplier in September 2020 about some snagging issues. It was confirmed that the supplier would arrange for an installer to visit to rectify these free of charge. Following this Mr S raised further issues. The supplier did try to work with Mr S but he wasn't happy with the approach. That said, a report was produced following a visit in November 2020 with further works outlined. Mr S then had an independent inspection carried out but didn't provide this to BPF or the supplier at the time.

Having looked at the inspections that took place, I can understand why Mr S was dissatisfied with the quality of his kitchen. There were several items listed as needing remedial work and based on this I do not think the kitchen was of satisfactory quality or installed with reasonable care. Therefore, I uphold his complaint and have considered what is a reasonable remedy.

As noted above, I think the offer of £300 for the issue with change in edging colour is reasonable. In regard to the other issues, I have considered what would have happened had Mr S' kitchen been installed in a satisfactory manner. I note the inspections carried out by the supplier but in this case, I have placed most weight on the independent inspection carried out in December 2020. This is post installation and lists a number of issues that need to be addressed. In order to deliver the kitchen Mr S should have received I think this work should be undertaken at no cost to Mr S.

Mr S has raised concerns that the required work to the boiler casing may damage the surrounding tiles. In the event the remedial works do result in damage to Mr S' tiles I would expect the cost of rectifying this to be covered by BPF.

Mr S paid for the independent inspection. I note the suppliers' comments about this, and that Mr S had refused to allow it to inspect the kitchen as requested. However, I can also see that Mr S had lost trust in the supplier given the issues both in regard to the kitchen and the related service issues and so I can understand why he felt it necessary to have an independent inspection carried out. Had there not been issues with the kitchen this wouldn't have been necessary and as it identified a number of concerns, I think it fair that Mr S is refunded the cost of this report, and I note BPF has agreed to this. I understand that Mr S didn't provide a copy of the report to the supplier or BPF until after his complaint had been investigated by the Financial Ombudsman Service but as he did pay for this due to the issues with his kitchen I think it fair that this cost is refunded along with 8% simple interest from the date of payment to the date of settlement.

I understand why Mr S is upset by how long this issue has been ongoing. However, I also note that in end of 2020 he no longer wished to work with the supplier and he didn't provide a copy of his independent inspection report. Had this happened this issue may have been resolved sooner. I also note Mr S' comment about the cost of the installation and the amount paid to the installer however I can see the supplier contract clearly sets out the costs and Mr S agreed to this.

So, while, I understand that Mr S feels a higher level of refund should be provided, in this case I think that the supplier agreeing to undertake the remedial works is reasonable. Additional to this in the event there is damage to the tiles around the boiler then the cost of putting this right should also be covered. The supplier has offered a £300 refund for the change to the colour of the edging which I find reasonable and I also find that BPF should cover the cost of the independent inspection report (as it has offered) and that this should be subject to interest. I find this resolution would be a fair outcome to this complaint.

Putting things right

To resolve this complaint, I think BPF should remedy the issues identified in the December 2020 report (as set out below):

- Arrange for the following remedial works to be carried out:
 - Move the boiler housing to accommodate a full clad on panel to the left-hand side,

- Refit the cornice on the left-hand cabinets. Clad on panel on the left of extractor needs replacing and scribing correctly,
 - Fit the back panel in the bin cabinet,
 - Replace the sink and apply silicone correctly,
 - Replace tap washer and tighten cold level,
 - Replace end panel next to the fridge freezer,
 - Replace the cornice on the top left of the fridge freezer,
 - Replace missing plinth clips,
 - Replace both base corner posts with clean cut and even panels,
 - If the wall cabinet lower corner fixings have been fitted to the cabinets then to also add the bottom fixings,
 - Replace plinths and apply a square cut,
 - Replace the 500 door.
- If the tiles are damaged, by the work to the boiler this should either be rectified by BPF or reimburse Mr S for any additional works he needs to do on them subject to proof of costs being provided.
 - Refund Mr S for the cost of the independent inspection he had carried out (subject to proof of payment) along with 8% simple interest from the date of payment to the date of settlement.
 - Pay Mr S £300 due to the change in the colour of the unit edging.

My final decision

My final decision is that I uphold this complaint. Clydesdale Financial Services Limited trading as Barclays Partner Finance should take the actions set out above in resolution of this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr S to accept or reject my decision before 3 February 2023.

Jane Archer
Ombudsman