

# Resene TradeLines

November 2001



“Ahh, Daylight Savings... the end of spring really is bliss. Cricket's starting to get into full swing so I will have plenty of excuses to relax for a full day watching any one-day test I can find. Trouble is, I haven't quite figured out how to fit one of those five day tests into the old schedule - for some reason I end up not sleeping! Xmas is on it's way, so I'd better get busy and get my 'To Do' list done, before I get done for not doing it. I'll leave you to our legal eagle for the second half of the Consumer Guarantee story...”

## Brushstrokes

### The Main Act - Part II

Here's part 2 of the story on the Consumer Guarantees Act...

Last month we learnt what protection it offers customers, this month we cover what happens when jobs go bad.



If things go wrong, the customer's rights depend on how serious the problem is. Generally they can claim for:

- Problems that can be fixed;
- Serious problems or problems that can't be fixed;
- Damage and loss caused by the problem.

The customer must give you the chance to fix the problem in a 'reasonable time' unless it is a serious problem. A 'reasonable time' will depend on the nature of the problem. If they have difficulty opening a freshly painted window, a 'reasonable time' may be a few days, while on a high thoroughfare area where people are slipping over, a 'reasonable time' may be the same day.

If you refuse to fix the problem or it takes you an unreasonably long time to fix it, the customer can ask someone else to fix the problem and ask you to pay the reasonable cost of the repair job. They do not have to provide quotes to you before getting it fixed. If you believe the repair cost is unreasonable, you need to prove this, not the customer.

If the customer does not give you the chance to fix the problem first, you do not have to pay the cost of repairs done by someone else. If you are too busy to do the work, you can arrange for someone else to do them on your behalf.

If you can, get in there quickly and fix the problem. It'll do your reputation wonders when the customer sees how willing you are to fix any problems that do occur and after all, you might as well sort it out quickly or it'll only bite you later.

If the problem is serious or can't be fixed the customer can cancel the contract and refuse to pay for the work or pay less than the agreed price (if they have already paid they can claim

all or some of their money back); or they can claim compensation because the work completed is not worth the price they have paid for it. If they cancel the contract they must advise you in writing or verbally. *Be warned... a letter posted to your address is considered reasonable notification.*

Once the contract is cancelled you must cease work on that job, regardless of whether the job is complete. The customer has the right to keep any materials supplied but will normally need to pay the cost of these materials. If they refuse, you can take a case to the Disputes Tribunal or to Court to claim the cost of the materials. Similarly if the customer has paid for the complete job and you refuse to refund them any money they can go to the Disputes Tribunal or to Court to claim back the labour cost for the job.

If you have a Romalpa clause in your contract, it is only effective where the work is problem-free and the customer refuses to pay. If the customer cancels the contract because the work has failed to meet one of the guarantees in the Consumer Guarantees Act the contractor cannot invoke the Romalpa Clause and repossess any parts or materials until the dispute over the work done is settled.

If only a portion of the work is sub-standard, you will both need to reach an agreement that the customer will pay for the work that was done properly.

*E.g. if a painter paints Esener's house and shed and the house painting is fine but paint is flaking off the shed within a fortnight, Esener will be expected to pay for the house painting, but would not need to pay for the shed painting until the job is completed properly. The contractor could take Esener to the Disputes Tribunal if she refuses to pay for the house painting.*

The contractor is responsible for paying for any foreseeable damage or other losses that they cause, and any additional costs the customer may face that are directly related to the problem the contractor has caused.

*E.g. If a painter spills paint on Esener's car, Esener can ask the painter to pay for the car to be fixed and for transport costs while the car is being fixed.*

The Consumer Guarantees Act provides protection against poor workmanship, products and services. You can protect yourself by ensuring all agreements are in writing. It is best to try to resolve all problems as soon as they occur, rather than allowing problems to fester and grow. Generally, most problems can be resolved through open and honest discussions between both parties. It is in no-one's interest to let the problem grow to the point it must be resolved in court.

Phew! So now you know the full story. If you want any more info, check out [www.consumer-ministry.govt.nz](http://www.consumer-ministry.govt.nz)

Resene - the paint the professionals use

## Tips 'n Tricks

### Beat the Heat

It's that time of year again. The hot weather will soon start to play havoc with your paint's wet edge, so make sure you keep Resene Hot Weather Thinner handy, especially when you are using Lustacryl and Enamacryl. Of course, you can apply these products without Hot Weather Thinner, but there is no point making your job harder than it needs to be.

### Double Header

Sometimes two quotes are better than one.

If you are planning to quote for a job, sometimes the best thing you can do for your customer is to quote for exactly what they have asked BUT also provide a second quote for an upgraded system.

This will give you the chance to explain the benefits of each quote, no doubt impressing your customer at the same time. Once you've explained both quotes, it's then over to the customer to choose the one they like best.

*Example: A customer has requested you use Lumbersider in their kitchen. Now we all know that the best product to use in the kitchen is a waterbased enamel, but the customer said Lumbersider. So give them a Lumbersider quote and a second quote for Zylone SpaceCote. While the Zylone SpaceCote option will be more expensive than Lumbersider, which is available in 10L pails, the durability and sheen of SpaceCote will be well worth the extra cost for most customers.*

### Doctor Handwriting

Ever been told you should be a doctor because your handwriting is a little hard to read? It's funny how computer typing always kinda looks neater than old-fashioned handwriting. We're found a few painters are making the most of the Painter Thankyou and colour scheme forms we have... and to really add value they are now completing the forms electronically instead of by hand. Needless to say the end result is very neat and tidy, and can be easily filed for reference later. This is a huge advantage if the customer calls you in 6 months time, as you can quickly call up their job and check the paint system and colours used.



To make filling it out electronically a little easier, we have modified the electronic version of the form so that it uses the standard Arial font and saved it as a downloadable file from our website. Simply go to [www.resene.co.nz](http://www.resene.co.nz), click on the Painters section and then the Colour Scheme Reference icon. You'll find the new electronic file in there ready and waiting for you to download and complete as usual.

Don't forget that you can also download the electronic Painter's Quote form from our website if you are keen to complete it electronically.

### Battle of the Sexes continues

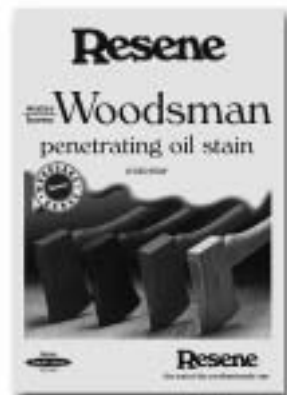
In a recent on-line poll, 38,562 men across the US were asked to identify woman's ultimate fantasy. 97.8% of respondents said that a woman's ultimate fantasy is to have two men at once. While this has been verified by a recent sociological study, it appears that most men do not realise that, in this fantasy, one man is **cooking** and the other is **cleaning**!

We have also been advised by a reader that in fact the woman does not have the last word in any argument. The man does. And the last words he adds are... "Yes, dear."

## Cutting Edge of Fashion

Two new colour charts are hitting Resene shelves in late 2001.

The Woodsman colour chart has been updated to include an expanded colour range of 38 colours, including traditional, limed and bright colours.



On an even more exciting note, Karen Walker (you know the name...she's the NZ fashion designer who often hits the headlines) has developed her own colour range with Resene.

The Karen Walker range offers 29 chic colour choices in top quality Resene paint. (If you're married with wife, then we recommend you be careful where you store this colour chart, otherwise you might be in for some major painting on your own home!).



More news in December

*Eneser* ♥ Eneser Buckett, Editor.  
*Buckett*

Hmm, which suits me better?  
Karen Walker Oxford Blue...  
or maybe Jungle Green is more  
my colour?



Eneser tries out Karen Walker.

Painting with Eneser Buckett No.26

## Resene - the paint the professionals use