



Dispute Resolution Newsletter

Edition 4
January 2020

Happy New Year and welcome to the fourth edition of our Dispute Resolution newsletter.

Water and flooding nuisance

Q: What duty does the upstream landowner owe to the downstream owner to prevent flooding nuisance?

A: A landowner owes a measured duty in both common law nuisance and negligence to take reasonable steps to prevent natural occurrences, such as floods, on its' land from causing damage to neighbouring properties. The landowner's liability is subject to the concepts of reasonableness between neighbours and reasonable foreseeability.

Where the defendant is a public authority with substantial resources, the court must take into account the competing demands on those resources and the public purposes for which they are held. It may not be fair, just or reasonable to require a public authority to expend those resources on infrastructure works to protect a few individuals against a modest risk of property damage.

Here are some practical tips if you have been affected by flooding:

1. Contact your insurance company as they can confirm what repairs and replacements are likely to be needed and covered under your policy.
2. If you rent your property, contact your landlord and your contents insurance as soon as possible.
3. If you do not have insurance, make enquiries with the local authority who will be able to provide you with information in relation to any charity organisations that might be able to offer assistance.
4. It is good practice to photograph any damage to property.



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Recently purchased goods that were not of satisfactory quality or fit for purpose?

The Consumer Rights Act 2015 governs consumer contracts whereby goods are purchased, and provide for implied terms into that contract of sale. It only covers business to consumer contracts, and not business to business or consumer to consumer.

When goods are purchased they must:

- Be of satisfactory quality.
- Be fit for a particular purpose.
- Be as described.
- Match a sample.
- Match a model seen or examined.
- Be installed correctly.
- Contain only digital content that itself conforms to the contract.

If they do not, then it is a breach of your statutory rights.

What can I do if the goods I have purchased are in breach of the Consumer Rights Act 2015?

There are two rights to reject faulty goods:

- A short-term right to reject of 30 days.
- A final right to reject.

The short-term right to reject is limited to 30 days, this 30 day period can be extended by the trader, but cannot be reduced. However, perishable goods have a shorter short-term right to reject. You will lose the short-term right to reject if the time limit passes (unless the parties agreed it could be exercised later).

To reject goods, you must indicate to the trader that you are rejecting the goods and treating the contract at an end. The indication can be something said or done, but it must be clear. There is no requirement that the consumer must indicate in writing, but we would always recommend this.

For further advice and assistance in relation to your rights, then please get in touch.

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