

**PRODUCT LIABILITY:
CONSUMER PROTECTION ACT 1987**

WORKSHOP PROBLEM

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You act for “Slacks – The Outdoor Experts®”. Slacks are a retail giant in the outdoor and camping market having high street stores nationwide. Through those stores they sell to the public a wide range of camping and outdoor equipment from solar lights to ground sheets. They also manufacture tents, sleeping bags and outdoor clothing.

A number of years ago Slacks introduced to the national market the “Slacks Bench Lounger”. The Lounger is a self-assembly item that can be used either as a traditional lounge or, through an innovative system of springs, pulleys and levers, can be converted into a level bench seat at the press of a button. The Lounger is predominantly canvas with metal legs and metal springs.

You have come in to work today to find on your desk a surprisingly detailed letter of claim from Dodge E. and Co Solicitors which has been forwarded by your client. The letter of claim is dated 10 June 2012. It reads:

“Dear Sirs

We act for Mrs Conn in respect of a number of claims for personal injuries she sustained while using Slacks branded products.

...

On 15 April 2009 she purchased, through Ebay, a “Slacks Bench Lounger” which she intended to use on a pre-planned camping trip to Peru for her, her husband, their (then) six year old son, their teenage daughter and her boyfriend (at the time). She paid the seller £30 for the item. It arrived still boxed and cellophane wrapped. The seller also provided a receipt for his purchase of the item which demonstrated that he had bought the item from a Slacks store in Birmingham on 1 April 2009 at a cost of £32.

On 22 June 2009 our client intended to use the Lounger for the first time. Unfortunately, it did not prove a happy experience for her in that a number of injuries befell her.

- 1) The product required some assembly. The instruction manual (at page 3) required “screw A” to be inserted into “LegBobkin B”. She identified the parts required against the diagram on that page without hindrance. The manual then required (still page 3) “LegBobkin C” to be attached to “LegBobkin B”. While attempting to do so, our client lacerated her hand on “screw A”. “Screw A” had been incorrectly depicted within the instruction manual and a shorter screw was in fact required (screw B it appears). We say that the instruction manual was defective;
- 2) A spring attached to one of the legs then needed to be pulled across and attached to another. While our client’s husband was pulling the spring suddenly it slipped from his grasp, recoiled and struck our client on the back of her hand causing bruising. We say that the spring and/or the Lounger were defective;
- 3) Undeterred our client managed to assemble the Lounger. On the evening of 23 June 2009 our client was sat around the campfire with the other members of her party. They had the Lounger in Bench Seat mode and were all sitting upon it. There was sufficient room for all members of the party. Our client’s daughter was sat on one end of the bench seat and her husband on the other. Our client was sat somewhere in between. Unfortunately when our client’s daughter rose to tend the fire the bench seat tipped in the air causing our client to be thrown from the seat to the floor striking her head on a rock resulting in significant bruising to her forehead and right eye. We say that the Lounger, in Bench Seat mode, was defective.

- 4) The following morning our client was led on the Lounger. Her husband came and joined her and he lay alongside her. Unfortunately the Lounger collapsed resulting in our client jarring her back. We say that the Lounger, in Lounger mode, was defective.

We are not at this stage able to provide details as to why we say your client is at fault but believe that there are actions available pursuant to the Consumer Protection Act 1987.

We also take this opportunity to make you aware that we hold instructions on behalf of Master Curly Conn (the son) in respect of an incident involving a Slacks Camping Stove when, on 01/07/08 he managed to gain access to a Camping Stove that was in use. He turned the flame adjuster and the flame spiked resulting in significant burns.

...

Your client has attached to the letter of claim a number of observations. They say:

- The Lounger was not actually made by them. They had asked a group in Southampton (Shonky Ltd) to create a design and supply the Lounger. It is understood that Shonky contracted with a company in China (SinoSeats) who in fact manufactured the Lounger to Shonky's design;
- The instruction manual produced by Shonky was confusing and so after complaints Slacks produced their own using a printing company called Typo. The instruction manual provided to the Claimant was one of these later versions but in error it appears that the page 3 printed was in fact taken from the original version of the manual. The error was that of Typo;
- It is possible to prevent the bench from tipping when unweighted on one side by use of the "patented Canvas Stabilisers" which are incorporated into the "Lounger DLux" (a model that retailed at £50);
- There have been no other complaints about the spring and, despite extensive industry-wide research, there have been no other reported accidents involving these or similar springs;
- On the underside of the Lounger there is a label which reads "When in Multi Person Bench mode the Lounger can accommodate 2 to 6 persons only."
- Your client has also provided the box. The front of the box shows the Lounger in Bench Mode and in Lounger Mode with one person sitting on it. Across the top of the box is written "A Shonky product for Slacks. Slacks Hope You Enjoy This Shonky Piece of Equipment";
- The stove flame adjuster can only be accessed by loosening a locking nut which ordinarily involves a great deal of dexterity. There is no legal requirement for the locking nut to be used. In fact the locking nut did not comply with the relevant British Standard. Had it complied it is difficult to see how Curly would have been able to adjust the flame causing the sudden spike. The flame should not have spiked as it did. No one can explain the cause."

Dealing with each incident in turn, what is your advice to your client?