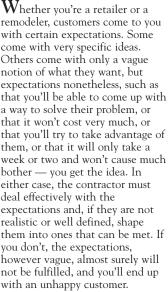
THE LEGAL COLUMN

Shaping the Customer's Expectations

by Paul Barbahen



This is where legal considerations dovetail with customer service considerations. This is natural, since it's often bad customer relations, rather than blatant ethical violations, that lead to legal problems like lawsuits. So even from a legal standpoint, it pays to follow some basic guidelines to shape customer expectations.

The Unreasonable

Before discussing how to keep things reasonable, it's worth saying a word on unreasonable customers — the ones who, no matter how reasonable you are, won't be reasonable themselves. Promise these customers the moon, and they want three planets. You can usually tell who they are by their insistence on absolute certainty, their bad attitudes, inflexibility, or a host of other traits. They expect the project to go their way, on their schedule, at the quoted price, regardless of circumstances.

These customers are impossible and unrealistic. They will steal your time, efforts, and income. You should not be afraid to turn away one of these customers, even though it is hard to do so in a bad economy.

The Reasonable

Fortunately, most people are reasonable, or can be convinced to be so. With these people, part of the art of shaping expectations is knowing which ones *not* to shape — that is, which ones you should just accept, because they are reasonable (or inevitable) for the customer to have. The customer

has a right to:

- Expect you to do the job as specified at the quoted price. This includes product choices; if a contract calls for Brand X tile and you use Brand Y because Brand X isn't available, you should tell the customer, even if there's no extra cost. The contract may legally allow you to make the change, but it's only fair to tell the customer to change his expectations.
- Know whether you'll be using subcontractors. This seems routine to you, but when the plumber's truck with a different logo shows up, it may surprise customers not familiar with the contracting business.
- Assume that the work will meet code and all other regulations. Obviously you can't stay on top of every inspector's idiosyncratic interpretation or late-breaking change, but it's reasonable for a customer to expect you to know and follow most of the major code requirements.
- Assume that you will obtain any necessary permits. (The customer, of course, should pay for them and do any negotiating for contested permits. A protracted permitting process can be expensive and is *not* the contractor's responsibility.)
- Expect you and your subs to carry liability insurance.
- Expect you to pay the subs, so that the property will be lienfree at the project's end.
- Expect the product to match in quality any products and projects you refer to in advertisements, sales talk, or referrals. If for some reason you can't bring that level of quality or finish to the new client's job, you should say so.

Those are the expectations you probably shouldn't mess with, but should simply meet. Many other expectations, however, are worth shaping. This isn't a matter of hoodwinking the customer, but of coming to a firm understanding about what will happen so that it can happen more smoothly.

Shaping Expectations

If the project is a new building, the blueprints and specs should provide the basis for most of the expectations; your schedule, the finish date, and other decisions you make in tandem with the customer will determine the rest. It pays to sit down with the customer and architect and go over anything that's not clearly specified. If the bathroom counters are specced as "tile or laminate," for instance, explain the substantial cost difference between these options and help them make a choice *before* the contract is signed. Ask detailed questions to clear up as many potential mysteries as possible.

For every decision you make with the customer, make a sketch or write down the details, so that you'll have original documentation to refer to later in case of confusion or a dispute. If your customer asks for something that's more expensive or difficult than it might appear to them, say so. Many people don't realize, for instance, that "simply" moving a toilet across the room can mean considerable expense and mess to run the extra plumbing. It's your job to educate them. Any reasonable customer will appreciate your candor. It's more pleasant to gloss over such difficulties at this point, but to do so is to let tentative, unreasonable expectations solidify.

If the work is on an existing structure, you can add a physical inspection of the premises to your perusal of plans and specs. This walk-through gives you the opportunity to identify trouble spots and quell any fantasies or misunderstandings the customer has about cost. For instance, the customer may not have a clue as to what is behind a wall, or even that what lies behind it can affect the cost of the project. The customer should understand, up front, that latent defects behind a wall can be costly to correct. Take the time to explain such things.

Nailing Things Down

Once you've determined what the customer is looking for, write down your proposal, noting any changes made to any existing plans. Submit a final cost estimate, preferably on an item by item or category by category basis. If further changes arise, execute a formal change order.

It also pays to keep a good line of communication open with your client. Someone should update the customer regularly to make sure they don't have concerns that are going unaddressed. Such vigilance will not only reduce your chances of ending up in court because of a misunderstanding, but will also lead to more work through referrals and repeat business.

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