

Consumer Rights

Session One



You could save
£200 a year if
you know your
consumer
rights.



This session will cover:



1. The Sale of Goods Act.
3. Proof of purchase.
3. Your rights on refunds.
4. Where to go to for help with consumer problems.





1. The Sale of Goods Act

Shoppers' rights and responsibilities



Shoppers' Rights Card

Your rights under the Sale of Goods Act 1979

Goods must:

- Fit the description given
- Be of satisfactory quality
- Be fit for their purpose
- If not, depending on the circumstances, you **may** be entitled to a repair, replacement or refund



The Consumer Council



For more information contact Consumerline

0300 123 6262

or **www.consumerline.org**

“Fit the description given”



The description given to goods **must** be correct. Examples include:

- Labels;
- Advertisements and brochures; and
- What the sales person tells you about the goods.





A jacket described as “leather” should not be plastic.



Freshly
made
sandwiches

Should **not**
be two days
old!

“Be of satisfactory quality”



Goods should:


1. Work when you buy them.
2. Carry on working and stay in good condition for a **reasonable** length of time.
3. Last as long as they can **reasonably** be expected to.



“Be of satisfactory quality”

‘Satisfactory’ takes into account the product’s **price** and **age**.

You would expect a pair of expensive designer boots to last longer than a pair from a bargain shop.



Waterproof boots should not let in water.



“Fit for purpose”

- Goods should do what is claimed of them.
- Many have a special purpose.

Example

If you ask the retailer for a phone charger to fit your phone and it does not **you can complain.**



Shoppers' Responsibilities

Remember:

- Always keep your receipt
- If you have a complaint, act quickly to resolve it
- If you simply change your mind you are not entitled to a refund
- You may have added protection if you pay by credit card for a single item over £100



The Consumer Council



**Making
Consumers
Count**

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Buying on the Internet and from mail order catalogues

You have seven days to cancel – even if you don't like the goods. Day One begins the day after you buy the goods.

Exceptions

- Personalised goods;
- Fresh food or flowers; and
- Sealed CDs, DVDs or software that you have opened.





2. Proof of purchase

Returning goods



Proof of Purchase

Returning faulty or misdescribed goods



1. A receipt is the best proof of purchase.

2. You can also use a:

- Bank statement or a cheque stub;
- Credit card statement; or a
- A witness who saw you buying the goods. This is less reliable than the others.



Is there anything wrong with the goods?



Did you know:

If there is nothing wrong with the goods, the law says that shops don't have to give you a refund?



Exchange Policy and Goodwill

Some shops may give you a refund or an exchange as a goodwill gesture if you don't like the goods or they don't suit you.



Returning Goods?

Times when you have no rights

- You change your mind about wanting the goods.
- You were told the goods were faulty or the fault should have been obvious.
- You damage the goods or you don't follow the instructions properly.

Example

The colour or size doesn't suit.

Example

Price ticket says "broken zip" or "shop soiled".

Example

Washing a woollen jumper at a very high temperature.



3. Returning Goods

The law explained



Difficult to check goods



The Consumer Council

Faults may not be obvious when you first buy goods.

Examples

- DVD player in packaging.
- Electrical goods where you can't check the power supply before you use them.



Returning Faulty Goods

It is the retailer,
**not the
manufacturer,**
who is responsible
if goods are faulty
or misdescribed.

As soon as you
notice a fault tell
the retailer. Try to
stop using the
goods if possible.

Remember!
Fair wear
and tear is
not a fault!

Burden of Proof

If a fault appears within the **first 6 months** then the law assumes that the fault was **already there** when you bought the item.

If the fault appears **after 6 months**, then it is **up to you** to prove that the goods are faulty or misdescribed.

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Legal Remedies

- Full or partial refund
- Repair
- Replacement

Know your rights

If the goods are not repaired satisfactorily, you do not lose your right to ask for a refund.

The law says that:



- Repairs or replacements must be carried out within **reasonable** time and without any great disruption to you; and
- The retailer must pay for costs eg transporting the goods.

However, the retailer can refuse either of these options if it can be shown that the other option would be less costly.

Trader's Excuse:

The warranty period has finished



A warranty period:

- Normally lasts for one year; and
- Gives you additional rights. It **does not** replace your rights under the Sale of Goods Act.

Know your Rights!

- If a fault appears a year or more after you buy the goods, **you are still entitled** to ask for a repair, replacement or a partial refund.



No Refunds



A 'No Refund' sign is breaking the law and should be reported to Consumerline.

Anyone displaying this sign is attempting to take away your legal rights.

Try the manufacturer



Your contract is with the shop, not the manufacturer, so the shop must help you with your complaint.

You're too late to complain

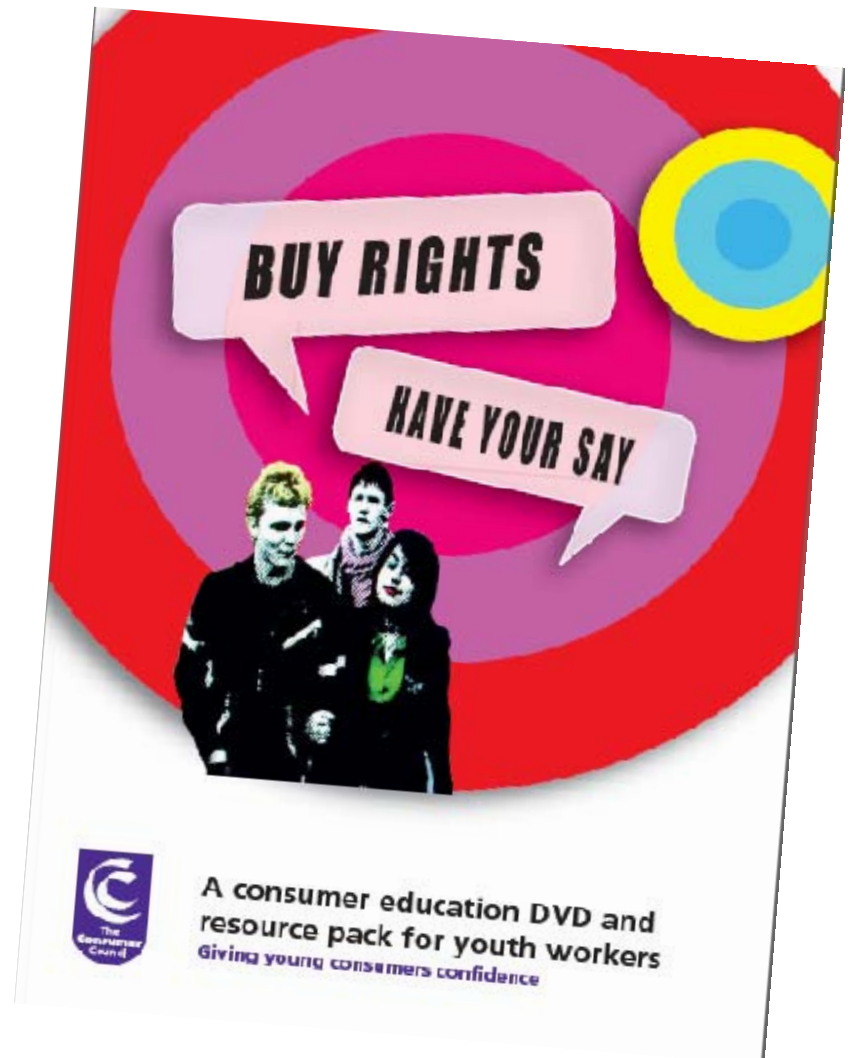


You should complain as soon as a fault appears, and if possible, stop using the item. However, this may be months or even years after you bought the goods so there is no time limit.



4. Where to go for help with consumer problems.





Learn more about your consumer rights

Visit www.consumer-council.org.uk

Don't buy excuses

Click for instant, helpful consumer advice



www.consumerline.org



For more information contact Consumerline
0300 123 6262 or www.consumerline.org

Get more information about your consumer rights on:

- Scams
- Package Holidays
- Cars
- Furniture
- Kitchens



Help with consumer problems

Advice NI

Tel: 028 9064 5919



Citizens Advice

Tel: 028 9023 1120



Consumer Advice Centre, Belfast

Tel: 028 9032 8260

