

Consumer Fact Sheet: Goods

This fact sheet gives an outline of the law on the pricing and selling of goods, the choices you have if the goods are not satisfactory, and the steps you can take to solve your problem.

Prices - what the law says

All sellers must clearly **display** the **full price**, including VAT, of all goods for sale to private consumers. Goods sold loose, such as fruit and vegetables or petrol, must have the unit price displayed in metric units, but can also include the price in imperial units (for example, the price per kilo and the price per pound).

If a seller makes a mistake in the price of goods for sale, you cannot insist on being sold the goods at the marked price. It is a criminal offence for the seller to give misleading information about the price of goods, such as displaying a lower price than the price charged or suggesting what is expected to happen to the price (for example, "Going up in the Budget"). In these cases, you should contact Consumerline on 0845 600 62 62.

If you order goods for an agreed price, the seller cannot increase the price when the goods are delivered unless you have agreed in advance that the price may change. If there is a significant increase in the price, you may be able to argue that this is an **unfair term** and you are not bound by it. This will **not** apply if you were given the right to cancel should the final price be too high.

Goods - what the law says

When you buy **new** goods from a shop or a market stall, the law (principally the Sale of Goods Act 1979 (as amended)) says they must:

- **match their description**. This means they must be as described by the seller. This includes any description on the packaging. In most circumstances, it also means that they must conform to any advertising claims made about them; *and*
- **be of satisfactory quality**. This means the goods must be fit for their purpose and meet the standards that any reasonable person would expect. This includes the appearance and finish of the goods, their safety and durability and whether they are free from defects, including minor faults.

You have the same rights when you buy goods in a **sale**.

When you buy **second-hand** goods, the above conditions still apply but you will also need to take into account the **age** of the goods and the **price** you paid.

You will **not** be able to take action against the seller if:

- you **examined** the goods before you bought them and the fault was obvious; *or*
- the seller **pointed out** the fault before you bought them (unless there are other faults and the goods are not as described); *or*
- you have **changed your mind**, or found cheaper goods somewhere else (unless the seller has agreed that you can do this); *or*
- you have **damaged** or **altered** the goods or **failed to care** for them in line with any instructions; *or*
- you have used them for some time and the problem has been caused by **normal wear and tear**; *or*
- the goods have lasted for the period of time they could reasonably be expected to last for

However, goods not of satisfactory quality still have to match their description.

Your choices of action

Money back

Whether you can return faulty goods and have your money back will depend in part on how long you have had the goods. If you return (**reject**) faulty goods very soon after purchase, you should be entitled to a refund. If, however, you keep the goods for an unreasonable time without rejecting, you would be considered to have accepted them and so may lose this right. If you reject the goods within a reasonable time, you do not have to accept a repair or replacement.

Replacement or repair

If you bought the goods on or after 31 March 2003, you can ask the seller to replace or repair the goods free of charge if they are faulty. If you do this within six months of receiving the goods, and it is reasonable to expect them to have lasted for the period of time you have had them, it will be assumed that the problem existed when you bought the goods, unless the seller can show otherwise. However, you can still ask for a replacement or a repair for up to six years from the date that you bought the goods, if it is reasonable for them to have lasted that long. In this case it will be up to you to show that the goods were faulty at the time of sale. The longer you have had the goods, the more difficult it is to prove that the fault was there at the time of sale.

If:-

- it is impossible to replace or repair the goods; *or*
- replacement or repair would be unreasonably costly for the seller when compared with alternative remedies; *or*
- the seller fails to replace or repair the goods within a reasonable time of having agreed to do so, or causes you significant inconvenience; *or*
- the goods have worked for some time before they go wrong, or only one of their functions has gone wrong

then:-

- you can ask for a partial or full refund. The amount of money you get back may be reduced to take account of any use that you have had out of the goods.

Compensation

You may be entitled to compensation if: -

- the contract has been broken (**breach of contract**), for example the goods do not match their description or are not of satisfactory quality ; *or*
- you have incurred additional expenses because of the breach of contract, for example, having to make telephone calls or take time off work to wait for repairers who do not turn up; *or*
- you need to repair or replace other items which have been damaged by the faulty goods; *or*
- the seller has made a false statement about the goods to persuade you to buy them (for example, told you that a washing machine will hold more clothes than another model, but this turns out to be untrue); *or*
- you have suffered an injury because the goods were dangerous or unsafe; *or*
- you have accepted a repair that turns out to be unsatisfactory

The amount of compensation will depend on the seriousness of the breach of contract or the injury and could include the cost of having the goods repaired elsewhere or the cost of replacement. **You should always take legal advice before deciding whether to accept an offer of compensation for personal injury.**

If the goods are unsafe, report the seller to Consumerline on 0845 600 62 62.

Guarantees

If the goods are covered by a guarantee, you may have additional rights under the guarantee. The guarantee cannot take away your statutory rights (the rights given to you in statute law).

Credit note

You **do not** have to accept a credit note if you are returning faulty goods, but you should be aware that in accepting a credit note, you will not normally be able to take any action for a refund. If you do decide to accept a credit note, you should check whether it must be used within a certain time.

Criminal offences

If the seller is **in business** (rather than a private seller) a **criminal offence** may have been committed if the seller:-

- sells goods which are **unsafe**; *or*
- gives a **false description** of the goods; *or*
- advertises a **misleading price**.

If you think that any of these might apply to your situation, you should not return the goods to the seller until you have reported the matter to Consumerline on 0845 600 62 62 and, in the case of personal injury, until you have taken legal advice on your claim.

Special rules if you have paid by credit

If you used your credit card or the seller arranged the finance to pay for the goods and the cost of the item is over £100 and under £30,000, the company that provided the credit is likely to be **equally liable** for any breach of contract. This means that, if the goods are faulty, you may be able to claim your money back from the credit card or finance company. This does not apply to debit card transactions (for example, Switch or Delta) where the money comes directly from your bank account.

If the seller arranged the loan finance, you may be able to cancel the loan agreement.

How to solve your problem

Once you have decided what your rights are, contact the seller. It is the **seller** and not the **manufacturer** who is responsible for dealing with your complaint. Follow the steps below:-

- **stop using the goods**
- **find your proof of purchase.** A receipt, credit card voucher or cheque stub will do. If you do not have any of these, own brand goods or the packaging may be sufficient. If someone was with you when you bought the goods, ask them to back you up
- **if you think a criminal offence has been committed** (see above), do not return the item until you have contacted Consumerline on 0845 600 62 62
- **contact the seller, and also the credit company if applicable**, as soon as you discover the fault. Take the goods back, with your proof of purchase and ask to speak to the manager or owner. Alternatively, write to the manager or owner, enclosing a **copy** of your proof of purchase. Keep a copy of your letter. Explain your problem calmly but firmly and ask for a **full refund**, a **replacement**, a free **repair**, or **compensation**, and set a time limit. If the seller wants to send the goods to the manufacturer for examination, ask how long this will take. The goods must be returned within a reasonable time, such as two weeks. If you are asking for a full refund, make it clear that repairs are **not** to be carried out without your agreement
- **if you are still dissatisfied**, find out whether the seller is covered by a trade association that offers a **conciliation** or **arbitration** service. Conciliation is usually free of charge and would not, if it were not resolved to your satisfaction, normally prevent you from taking legal action. Arbitration must usually be paid for and is legally binding. If you would like to consider these options, contact the relevant trade association

- **if you cannot agree on what caused the fault**, it may be necessary to obtain an expert opinion. This may be obtained through a trade association, or your expert could be anyone who is suitably qualified and who is prepared to put their findings in writing. Reports must usually be paid for, but you may be able to get the seller to agree to pay half of the cost. If you have to pay part or all of the cost, you should agree with the seller in advance about the choice of expert and that you will both be bound by the expert's findings. You should then be able to recover your contribution if the complaint is upheld
- **if your complaint has not been solved**, write to the seller and the finance company (if applicable) repeating your complaint and the steps that have been taken. Say that you will give them fourteen days to solve the problem or you will consider legal action. Send your letter by **recorded delivery** with a copy to the head office. Be sure to **keep copies** of all correspondence
- **if the seller makes an alternative offer**, you can either accept or continue to **negotiate**. Be realistic in what you will accept. You may not get a better offer by going to court
- **if the seller does not reply to your letters**, refuses to do anything, or makes a final offer you are unwilling to accept, your only other choice is to go to court. **Remember court is your last resort**. Before going to court, you need to consider whether you have sufficient **evidence**. It is up to you to prove your case. You also need to find out if the seller is **solvent**. It is not worth suing a person who has no money.

If you have lost money on faulty goods, don't waste more money on a case you cannot win.

Goods bought from a private seller

If you buy goods from a private seller who was not selling the goods as a business, you do not have the same rights. The goods need not be of satisfactory quality, but they must match their description. If you saw the goods advertised, keep the advertisement as evidence.

Goods that are sold as part of a service

If you buy goods as part of a service (for example, when having a kitchen fitted), your rights are covered by the **Supply of Goods and Services Act 1982**.

Further help

Citizens Advice Bureau

Citizens Advice Bureaux give free, confidential, impartial and independent advice to help you solve problems. To find your nearest CAB visit www.citizensadvice.co.uk or look under C in your phone book.

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