

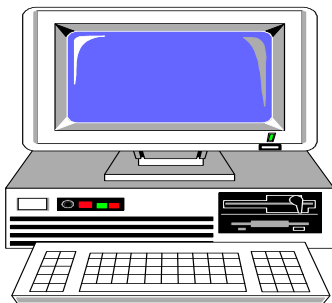
A : Know The Law - Your Rights When Buying Goods

Knowing your rights can give you confidence and put you in a stronger bargaining position. Every time you buy new or second-hand goods from a shop, a catalogue or from anyone running a business, you enter into a contract with the seller. Such sale contracts impose obligations on both the buyer and the seller.

The most important obligations that the seller owes to the buyer are laid down in the **Sale of Goods Act 1979 (as amended)** by the **Sale and Supply of Goods Act 1994** and the **Sale and Supply of Goods to Consumers Regulations 2002**. These obligations are as follows: -

- **The seller owns the goods and has the right to sell them.** For example, if the goods are stolen then they are still the property of the original owner. They will not become your property.
- **The goods are of satisfactory quality.** This means that goods should meet the standard that a reasonable person would regard as satisfactory, taking into account any description, price and other relevant circumstances which might include : -
 - Appearance and finish
 - Freedom from minor defect
 - Safety
 - Durability.

- **The goods must be as described.** If any description is applied to the goods regarding the characteristics of the goods whether on packaging, in an advert or verbally by the seller, the goods must match that description. For example, if the colour or size of an item is stated on the packet then goods inside must be of that colour or size.
- **The goods must be fit for their purpose.** The goods must be fit for all the purposes for which they are normally supplied and, in addition, if you bought the goods for a specific purpose and made that purpose known to the seller then the goods must be suitable for that purpose. For example, if a shop says a particular paint is suitable for outdoor use, then it should be.



****THESE ARE YOUR STATUTORY RIGHTS
AND CANNOT BE TAKEN AWAY****

THE BUYERS RIGHTS

Under the Sale of Goods Act you are allowed a reasonable length of time to check that the goods comply with the above requirements. This is a very short period of time. If the goods do not comply, then you are entitled to reject them and claim a full refund. Once this acceptance period has passed, you may be able to claim damages for any defects that appear during use up to a period of 6 years, dependant on the type of goods. Damages will normally amount to the cost of repairs and any other losses which arise directly from the fault.

For purchases made after 31st March 2003 there may be additional remedies available to you under the Sale and Supply of Goods to Consumers Regulations 2002.

Sale and Supply of Goods to Consumers Regulations 2002

These regulations came into force from the 31st March 2003 and apply to purchases made after that date. Under the regulations, if goods are faulty, consumers can choose remedies alternative to those provided by the Sale of Goods Act 1979 (as amended).

- **A repair or replacement.**

The retailer can decline either of these if he can show that they are unreasonably costly in comparison with an alternative. If neither a repair nor a replacement is possible or cannot be supplied without significant inconvenience or delay you may request the following remedy.

- **A Full or partial refund.**

This will be dependent on what is reasonable in the circumstances. A reduction of the purchase price may be made if you have had some reasonable use of the goods.

Proving the fault

Under the Regulations where a fault occurs with goods within 6 months, starting on the date you took delivery, and you request a repair or replacement, or if that fails, a full or partial refund, then you do not have to prove that the fault exists. The trader must prove that the goods were not faulty in disputed cases. After 6 months has lapsed, you will have to prove that goods are faulty, for example by obtaining an experts report. (see 'Using an Expert')

Second hand goods

If you buy second-hand goods from a trader, the same rules apply, but remember the age and condition of the goods will be taken into account when assessing if the goods are of satisfactory quality.

THE SELLERS RIGHTS

You will **not** have any rights against the seller in the following circumstances: -

- You examined the item before you bought it and should have noticed any faults;
- You were told about the fault, but decided to purchase the goods anyway;
- You simply changed your mind about the goods, for example, because they did not fit or the colour was wrong;
- You damaged the item yourself by misuse or accident;
- Where fault arises from fair wear and tear;
- You made a mistake when purchasing the item;
- You did not try the item on before purchasing and they are not faulty;
- The goods were a present to you. The only person who has any rights in these circumstances is the purchaser of the goods except where it is made known that the goods are purchased for someone else **and** the seller does not exclude third party rights as specified in the **Contracts (Rights of Third Parties) Act 1999**.

These are your basic rights as a consumer.

Notices or small print cannot take them away from you.

If you see restrictive notices contact

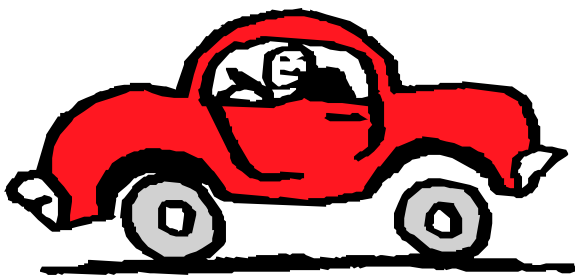
Trading Standards on 01925 442678

Common Excuses

- **It is the manufacturer's fault.** You may have additional rights against the manufacturer under a guarantee but this does not remove the obligation on the seller to deal with your complaint. It may be reasonable to allow the seller to get an opinion from the manufacturer.
- **The goods were reduced.** You have the same rights when purchasing 'sale goods' as any other goods. The seller cannot display notices saying 'no refunds' on sale goods.
- **You do not have a receipt.** You have the same rights against the supplier even if you lose your receipt although you will still have to provide some evidence of purchase. However, even without a receipt or any evidence of the purchase you may still be able to make a claim under a guarantee.

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BUYING PRIVATELY



If you buy from a private seller, e.g. a car or other goods from the small ads in the local paper, the law gives you fewer rights than if you buy from a trader.

In such circumstances, goods only have to be as described. They do not need to be free of faults or fit for their purpose. It is very much a case of **buyer beware!** You should thoroughly examine the goods before purchase. It may be a good idea to obtain an expert opinion on the goods if they are expensive e.g. a car or antique.

If the seller says anything misleading about the goods and you buy on the basis of what is said, then you may be able to seek a legal remedy, but this is difficult to enforce. It is often good practice to ask for a description of the goods in writing.

It is illegal for a trader to pretend to be a private seller and the trader can be prosecuted. He will be trying to take away your statutory rights. If you have purchased from a trader your normal statutory rights will apply.

**If you think the trader is posing as a private seller,
You should inform
Trading Standards on 01925 442678**