

# Trading Standards



## BUYING GOODS - CONSUMER RIGHTS

The **Sale of Goods Act 1979 (amended by the Sale and Supply of Goods Act 1994 and the Sale and Supply of Goods to Consumers Regulations 2002)** gives you certain rights when you buy goods. On

31 March 2003 changes were made to the existing law giving consumers new rights. These new rights only affect purchases made from this date.

The Sale of Goods Act defines your rights. It says that all goods sold to a consumer by a business should be

- **of a satisfactory quality** – this means that goods must meet the standard that a reasonable person would regard as satisfactory by taking into account the description of the goods and the price paid
- **fit for any reasonable purpose** – that you have made known to the seller. i.e. if you ask for a glue that sticks wood – then it must do so
- **as described** – on the packaging, in the advertising, or on signs in store.



When you buy goods from a seller you enter into a **contract**. A **contract** does not have to be in writing. The rights given to you by the **Sale of Goods Act (as amended)** will form the basis of such a contract.

Your rights will depend on how long you have had the goods and how serious the problem is.

If you have had the goods for a short time you will be entitled to reject the goods and ask for a refund. You may alternatively ask for a repair or replacement or a partial refund (a money sum to compensate for the reduced value of the item because of the fault). If you choose a repair, it may cost the trader more to repair the item. It would then be quite reasonable for the trader to offer a replacement instead.



If you have had the goods for some time your rights will change. In effect, the more you use an item and/or the longer you keep it, the more it becomes yours. The legislation does not give a specific time for this, but says that your rights will change after you have had a reasonable opportunity to examine the goods to make sure that the goods comply with the Contract. You will lose your right to reject the goods but will be able to claim damages, this is usually assessed as the cost of putting the item right or a money sum to compensate for the fault. You could also ask for a repair or replacement, although the longer that you have the goods the less likely it is that a replacement would be considered a reasonable solution.

If a fault became apparent after a short time and you agree to let the seller repair the goods you will not lose your right to ask for a refund if the repair is unsuccessful. It is a good idea to write to the seller and tell them that you are allowing the repair but you are going to **reserve your right** to reject the goods if the fault appears again.

If you have had the goods for some time and have had them repaired a number of times without success, you can argue that the goods are **not repairable** and make a claim for damages which will be the cost of replacing the item minus an amount for the use that you have had of it.

You also have the same rights against the seller if:

- **installation by the trader is not satisfactory**
- **installation instructions have shortcomings and you cannot put the goods into use**
- **the goods do not match the description made about them by the trader, manufacturer, importer or producer.**



## HOW TO MAKE A COMPLAINT

- Contact the seller as soon as possible after finding the problem. Telephone them or take the goods back to the store (if possible).
- Negotiate.
- If this fails put your complaint in writing to the seller.
- If you do not receive a suitable response from the seller you may have to consider enforcing your rights using the Small Claims Track of the County Court.
- Keep a record of times and dates of conversations. Get the name of the person you speak to. Keep copies of all letters.

Consumers should act reasonably when seeking redress and not add unnecessary costs. You should report faults as soon as possible. If you do not, it becomes more difficult to prove that the goods were faulty at the time of sale, as goods may deteriorate further.

You do not have to prove that the goods were faulty at the time of sale in the first 6 months after purchase. It is assumed that they were. If the seller disagrees, it will be for them to prove that the goods were satisfactory. After 6 months it will be down to the consumer to prove that the goods were faulty at the time of sale.

Be sure that you look after the goods that you buy. Follow user instructions and take reasonable care of them. **You do not have any rights under the Sale of Goods Act (as amended) for fair wear and tear, misuse or accidental damage or if you no longer want the item.**

## FREQUENTLY ASKED QUESTIONS

### DO I HAVE TO KEEP MY RECEIPT?

No, although some proof of purchase is essential. Many traders will insist on this before they will consider a claim. This does not have to be a receipt. A cheque stub, credit card receipt or bank statement may be enough. It is a good idea to keep the receipt for the lifetime of the goods in case a problem occurs.

### WHAT IF I PAY ON CREDIT?

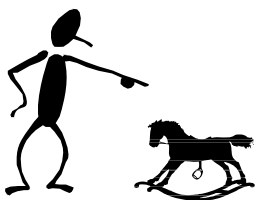
If the goods cost more than £100 and you paid by **credit card** or the trader arranged finance for you, the finance/credit card company has obligations to you too. These rights are given to you under the Consumer Credit Act 1974 under a principle called **equal liability**. This means that the finance/credit card company and the trader have the same obligations and responsibilities to you for the goods being satisfactory. You can therefore complain to both the trader and the finance/credit card company and if necessary take them and the trader to court to enforce your rights.



### I AM PAYING FOR THE GOODS IN INSTALMENTS. CAN I STOP PAYMENTS?

Stopping payments can affect your credit rating. Be very careful about stopping payments, as it can be difficult to sort out your credit rating even if your dispute is genuine. Stopping payments could also lead to the goods being repossessed by the finance company if you have a hire purchase or conditional sale agreement. Approach the finance/credit card company and ask them to suspend the account until the dispute is settled. Get them to put this agreement in writing.

### WHAT IF THE GOODS ARE NOT THE SAME AS IN THE BROCHURE OR THE SHOWROOM?



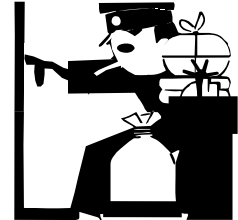
You will still have a claim under the **Sale of Goods Act (as amended)** because they are not as they were described to you. The trader may also be committing a criminal offence. Please send the details to **Kent Trading Standards** for information.



### I BELIEVE THAT THE GOODS I HAVE BOUGHT ARE UNSAFE - WHAT CAN I DO?

All goods must be safe and you may have a claim against the trader. Please contact **Kent Trading Standards** about the problem as we monitor safety issues.

## THE GOODS WERE BOUGHT BY MAIL ORDER - DO I HAVE THE SAME RIGHTS?



Yes you do **and** you may have a short time to cancel the contract. This is given to you by the **Distance Selling Regulations 2000**.

## I BOUGHT THE GOODS FROM A PRIVATE INDIVIDUAL - IS THE LAW THE SAME?

No. Goods will only have to be '**as described**'. Remember **BUYER BEWARE**. Some traders pretend to be selling as private individuals in order to dodge their responsibilities to customers. If you think this is happening please pass the information to **Kent Trading Standards**.

## WHAT IF THE GOODS ARE SECOND HAND?

Both new and second hand goods are covered. However, the older the goods are, the more wear and tear you must expect. They may not be perfect but they must still work.

## CAN THE RETAILER SEND THE GOODS TO THE MANUFACTURER FOR INSPECTION?

This may be a reasonable response, as the retailer may want to get the goods checked. This could be a cheaper option than getting the goods independently inspected. Remember the goods remain yours and you can ask for them back if you are not happy with their response.

## WHAT USE IS THE MANUFACTURERS GUARANTEE?

Always look at your guarantee. Sometimes it will offer more that you would be able to claim from the seller, particularly if you have had the goods for some time or a trader has gone out of business since you made your purchase. These guarantees are now enforceable in court. This change only applies if you bought the goods after 31 March 2003.

Trading Standards Website: [www.tradingstandards.gov.uk/kent](http://www.tradingstandards.gov.uk/kent)

For further consumer advice please call Consumer Direct on the local rate number given below

**08454 04 05 06**

