



Consumer rights – an introduction

When you buy something the law gives you certain rights that protect you if it's faulty. You may also have extra rights depending on where you buy the item and how you pay for it. Find out what your rights are and who can help if things go wrong.

Your consumer rights

When you buy an item from a trader (eg a shop or online shop) the law says the item must be:

- of satisfactory quality – last for the time you would expect it to and be free of any defects
- fit for purpose – fit for the use described and any specific use you made clear to the trader
- as described – match the description on packaging or what the trader told you

If an item doesn't meet any of these rights, it is faulty and you will usually have the right to a:

- repair
- replacement
- refund

These rights apply to most items you buy from a shop, including sale items. You may have additional rights to these if you have a warranty (see link below).

If the trader makes a fault known to you and you buy the item, you can't return it unless you discover a different fault.

You have fewer rights if you buy your item from a private seller, eg in an online auction or from a newspaper advert. The items only have to match the description given by the seller and be theirs to sell.

You also have rights if you buy a service or sign up to a contract, eg if you hire a builder or join a gym (see link below).

Returning items to a shop

Keep your receipts



You will need 'proof of purchase' to return faulty items to a shop

You will need some 'proof of purchase' to return faulty items to a shop such as:

- a receipt
- a bank statement
- the shop's packaging

- a witness – someone who saw you buy it

If there is nothing wrong with the item, you don't have the legal right to return it. Some shops may let you return the item if you provide the proof of purchase that the shop wants, eg a receipt. Check the shop's returns policy before you buy.

Your right to change your mind

You usually have seven working days to cancel your order and ask for your money back if you buy something:

- online
- over the phone
- by mail order (eg from a catalogue)
- on your doorstep (eg when a salesman visits your home)

You don't have this right if your item is: personalised or made to order, perishable, eg food or flowers, a newspaper or magazine, a financial product (eg a loan), a CD, DVD or computer software where the security seal has been broken

If an item isn't delivered on time

If you buy something online, over the phone or by mail order, you have the right to cancel the order and get your money back:

- when an item doesn't arrive on the given delivery date
- where no delivery date is given and the item doesn't arrive 30 days after placing your order

These rights only apply if you buy from a trader based in the European Union (EU). If the trader is based outside of the EU, you will need to check with the trader to see which country's law applies.

How you pay and your rights

If you pay for something using a credit agreement, credit card or Visa or Maestro debit card, you may have additional rights if:

- there's a fault with the item or service
- the trader has gone out of business

If you paid for something costing between £100 and £30,000 using a credit card or credit agreement, you can make a claim from your finance company.

If you've paid using Visa, Mastercard or Maestro, you may be able to claim your money back through their 'chargeback' scheme. You will need to contact the card company to make a claim.

If you need to make a complaint

If you need to complain about something you've bought, always go back to the trader. Also check any warranty you have to see what protection it gives you, eg for accidental damage. If you don't hear back from the trader or don't agree with their response, you should make a complaint in writing (see link below).

You can also get advice on disputes from the Citizens Advice consumer service.

You have bought a pair of new converse. When you get home you have seen that the sole has come unstuck, you have your receipt and it has been 10 days since your purchase....What do you do?

You have purchased a new Ipad on the internet. It arrived 4 days late. When you open the packaging it is a Ipad copy and not genuine although it does not say this on the internet advert. What do you do??

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Using the information from the introduction create a consumer card for a member of your family. **You pick the most useful information**, this way everyone's card should be different. This card should be to help someone understand their rights in certain situations.

Consumer rights card.	
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