



# Shoppers' rights. A Guide for Consumers.

England, Wales and Scotland.

consumer

direct

[www.consumerdirect.gov.uk](http://www.consumerdirect.gov.uk)

**08454 04 05 06**

clear, practical consumer advice

funded by government



**This leaflet has been produced by Consumer Direct. Consumer Direct is a government funded advice service available for everyone.**

**Our regionally based advisors are specially trained to give practical advice on all kinds of consumer issues – from problems with cars to household appliances. We aim to help people by making sure they know their rights in order to get a fair result to disputes.**

**This leaflet sets out general guidelines. All legal rules have exceptions and variations. How the law applies to you depends on the facts of your case. If you cannot get a satisfactory answer from the trader you can call us on 08454 04 05 06 or visit our website at [www.consumerdirect.gov.uk](http://www.consumerdirect.gov.uk)**

If you are buying goods or a service, whether through a trader, private seller, the internet, TV, phone or advertisement, this leaflet tells you about your rights, what to look out for and what to do if things go wrong.

## Contents

■ Buying goods	4
■ Buying a service	7
■ Shopping from home	8
■ Doorstep selling	11
■ Unfair contract terms	12
■ The paying process	12
■ Guarantees and extended warranties	15
■ How to complain	16
■ How Consumer Direct can help	19

The logo features the word "consumer" in a blue speech bubble and "direct" in a green arrow pointing right. To the right is a white rounded rectangle with a black border containing the website address, phone number, and tagline. Below this is a small black box with the text "funded by government".

www.consumerdirect.gov.uk  
**08454 04 05 06**  
clear, practical consumer advice  
funded by government

## Buying goods

When you buy something in a shop or street market you and the seller are making a legal contract.

If you have a complaint later on, it is the seller of the goods – not the manufacturer – who must sort it out. A manufacturer's guarantee does not affect your right to claim against the seller.

The law says that goods you buy:

- Must be of a satisfactory quality and be safe
- Must not be damaged or defective unless the person selling them to you points out a fault or which would have been revealed under a pre-contract examination
- Must be fit for the purpose for which the seller knows you are buying them
- Must be as they are described by the seller, or on the package or display sign – if a shirt is said to be 100 per cent cotton it mustn't be made of polyester.

## Buying sale or 'seconds' goods

You have the same rights when you buy something in a sale or when you buy 'seconds' goods. But sale or 'seconds' goods can be sold with a defect. If the goods have a defect that is obvious or was pointed out, you can't then ask for a refund.

Give yourself time to shop around and compare prices. Remember to check out if there are any extra costs such as delivery.

If an item is of satisfactory quality and is described correctly, retailers are under no obligation to exchange it or give you a refund (for example, if you decide you don't like the colour) although many do in the interests of customer relations.

### **Buying from a private seller**

You have fewer rights when buying privately. The only rules are that the seller must have title to the goods and that they must be as described – if not ask for your money back straight away.

Take someone with you to act as a witness to any conversations. Where possible, written evidence is much better. Write key features on the invoice and ask the seller to sign it. Beware of traders who pose as private sellers – this is illegal.

### **Buying second hand goods**

You have the same rights as when buying new goods. However, the seller is not liable for reasonable wear and tear. In addition, the price and description of the item has to be taken into account when assessing whether they are of reasonable quality.

## **Buying second hand goods at auction**

What matters here is whether you have the chance to look at the goods before you buy them. If you do have this chance – even if you don't take it up – your rights might be limited.

Read the auctioneer's terms and conditions carefully before you bid.

## **Internet auctions**

If buying new goods, the seller cannot restrict your rights. If you don't have a chance to examine the goods before buying – for example, when bidding at an internet auction – you normally have the same rights as when you buy goods elsewhere. But be aware that some internet auctions are actually only notice boards between private buyers and sellers – in which case your rights are the same as when buying from a private seller.



## Buying a service

When you go to the hairdresser or ask a garage to repair your car – you are buying a service.

You have the right to certain standards:

- Reasonable care and skill – a job should be done to the standard of an ordinary competent person in that profession, unless they claim to be a specialist or an expert. For instance, if you pay someone to fix your leaky roof, it should not leak after the work has been done
- For the work to be completed within a reasonable time frame – if you have not agreed a deadline
- To be charged a reasonable amount – if no price has been fixed in advance.

You should always get a written quotation – and shop around to compare prices.

## **Estimates and quotations**

An estimate is usually just an informed guess – a rough price, but a quotation of a fixed price is binding so make sure you know exactly what you are getting for your money and ask for confirmation of the quotation in writing.

Get at least three quotations and compare prices. Also, check that VAT is included.

Check whether the supplier of the service is a member of a trade association. Membership doesn't guarantee satisfactory work, but if anything goes wrong it could make it easier to get things put right.

## **Materials and fittings**

If the service involves installing bathroom fittings, for example, they are covered by the same legal rights as if you'd bought them yourself. If there is a problem with the materials or the way they are installed you can claim against the fitter who bought and installed them. However, they are entitled to inspect a job and it would be reasonable for them to be given an opportunity for them to rectify their work.

## **Shopping from home**

When you shop at home (for instance from a catalogue or on the internet) you may be protected by extra rights. On placing your order you have the right to get certain

information in writing. The trader does not have to send you this information again if it has already been provided in writing, for example through a catalogue or advertisement.

The information provided to you should include your cancellation rights. You usually have the right to cancel for any reason and receive a full refund.

However, if you return goods then they should be in the same condition as they were when you purchased them.

You have the right to cancel most goods up to seven working days after the day they are delivered, or after the required information is provided, if that's later. If there's nothing wrong with them you may have to pay the cost of returning them.

For services, the same seven day period generally applies, but running from the day after you agree the contract, or after the information arrives if that's later. You may get less time to cancel if you agree to a service starting early.

For financial services (for example credit, savings, pensions and insurance), cancellation periods are longer.

There are some contracts you can't cancel, for example, perishable or personalised items and unsealed CDs or DVDs.

If the written information you are entitled to isn't provided, you always have up to three months extra cancellation time. You can use that time to get advice.



## Internet shopping – some quick tips

- Be wary of companies that only use a PO Box number – get a full address
- Don't assume a company is UK based because it has 'uk' in its web address – get a full postal address
- Keep copies of emails and sales confirmations
- If your purchase is for more than £100, using your credit card to pay may give you added protection if things go wrong.

## Using debit and credit cards on the internet

The risk of payment cards being used fraudulently on the web is small. Most web retailers use an encrypted page to protect card details in transit.

Make sure that your details are secure before entering them. This will usually be indicated by a small closed padlock on the bottom right hand side of the screen.

If someone uses your credit, debit or store card fraudulently on the web, inform your card issuer as quickly as possible – you are entitled to cancel the payment and be refunded by them.

### **Doorstep selling**

Be aware of your rights if a sales person calls at your home. Don't be pressured into signing on the spot even if you're being offered incentives to do so. If you didn't ask the sales person to visit you, or did so following an unsolicited telephone call, you should have seven days to change your mind. This only applies to sales of £35 or more.

This right to cancel should be given to you in writing by the sales person. Failure to do so could be an offence.

## **Unfair contract terms**

Always read a contract carefully, including the small print, before you sign. Generally you will be bound by your signature, even if you choose not to read the small print.

Look out for terms that are unfair, unreasonable or unfairly weighted against you and in the trader's favour.

A trader cannot use a contract to avoid responsibility unfairly if something goes wrong or to impose unfair financial penalties.

A contract cannot stop you from holding back a reasonable part of the payment when a trader's own obligations have been seriously breached, or going to court if you have a dispute.

## **The paying process** **Paying by credit card**

You have extra protection if you pay by credit card for goods and services that cost more than £100 for one item (but less than £30,000), because the credit card issuer, as well as the supplier, may be liable if something goes wrong.

## **Deposits**

Use your credit card instead of a cheque, cash or debit card if the total bill for the item will be more than £100. If the trader stops

trading or fails to fulfill the contract, you may have additional rights.

Always make sure you get a receipt with the company's name and address.

## **Buying on credit**

Check the terms of the agreement carefully.

You will normally have the right to cancel the credit agreement in two situations:

- 1) If you have signed it at home as the result of a sales visit
- 2) If you have spoken to a salesperson on their premises but then taken the agreement home and signed it there.

In which case:

- There should be a cancellation box on your copy of the agreement telling you what to do
- You have five days to cancel from the day after the date you receive a second copy of your agreement in the post.

You must always cancel straight away in writing by recorded delivery letter keeping a copy for your records.

If you have no right to cancel, there should be a statement saying so in your agreement.



## **Interest-free agreements and 'no interest' agreements**

Make sure the agreement really is 'interest-free', not all are. Some give you an option to avoid interest but you must usually pay the full price by a fixed date.

Remember this date because not all lenders will warn you. If you do not pay the whole amount by the fixed date, you might have to pay interest over the whole term of the agreement and this is likely to be at a high rate.

## **Settling early**

It can often cost more than you realise so check the penalties for early settlement.

## **Guarantees and extended warranties**

Guarantees and warranties only add to your rights – they don't replace them.

**Guarantees** – Guarantees should be clear, unambiguous and available for you to see before you make a purchase. They can't be used to limit a shop's or a manufacturer's liability if anything goes wrong. These are legally binding and should show how you can make a claim.

**Extended warranties** – These enable you to repair or replace faulty appliances after the end of the manufacturer's free guarantee. They may also offer additional benefits such as theft or damage insurance for the whole period of cover. Think carefully about whether an extended warranty is a good deal for you.

- Extended warranties can cost up to 50 per cent of the purchase price of the appliance
- Extended warranties can be expensive compared to repair costs for typical faults, but some consumers value the peace of mind they offer
- Check your own home insurance policy, which may cover some of the same ground

- When the appliance is purchased by credit card, check whether the credit provider offers any extended warranty
- Shop around for some quotes before signing up.

## **Cashback warranties**

These return your premium in full if a claim is not made over the period of the policy.

- Read the terms and conditions carefully and keep documents safe. There may be only a short period in which you can recover your premium. Send any claim recorded delivery and keep a copy for your own records.

## **How to complain**

If you keep the goods for too long before you make a complaint, you may lose some of your rights. So, if the goods or services you've bought don't meet the standards outlined in this leaflet:

- Inform the trader quickly if you want to be able to claim a refund. It may be a good idea to put this in writing
- Go back to the trader as soon as you can with a receipt or other proof of purchase. Explain what the problem is, say what result you expect and set a deadline for the problem to be resolved
- Remember that your rights are dependent on how long you have had it, how you paid and the nature of the fault.

If there is a problem with what you've bought in the first six months it will be assumed that something was wrong with it when you bought it unless the seller can prove otherwise.

It's worth remembering that getting a third party repair may affect your rights.

## **Complaining on the phone**

- Make a note of what you want to say and what result you expect
- Have receipts and other relevant documents handy
- Get the name of the person (or persons) you speak to
- Note down the date, time, what is said and confirm in writing if necessary.

## **Complaining in writing**

- Summarise when and how you bought the goods or services and how much they cost
- Explain what is wrong and any action you've taken
- Explain what result you expect (a full refund, replacement or repair without charge) and set a reasonable deadline
- Address it to the manager, customer services manager or a named contact
- Don't send original documents – send copies
- Use recorded delivery or other proof of postage.



## Some other helpful advice

- If your complaint is about overcharging, get quotations from other companies for comparison
- There may be an informal and inexpensive arbitration scheme through a trade association
- Some solicitors offer a free low-cost initial consultation to evaluate your case
- In England and Wales the small claims court covers actions of up to £5,000. In Scotland, the Sheriff's court covers up to £750. These actions can be taken without solicitors and legal fees.

## How Consumer Direct can help

Call Consumer Direct when you need advice on how to resolve an issue or dispute with a trader or retailer. Whether your call is about a £100 blender, a £1,000 holiday or a £10,000 kitchen, we give you clear, practical advice on your problem – and you can call as many times as you need.

You can also call us for advice before you purchase goods and services.

Our clear, practical advice is free; the only cost to you is the call charge. For just 4p per minute from a BT landline, we could help you get a fair result. (Charges from other networks and mobiles may vary.)



Call us on **08454 04 05 06**  
from 8am to 6.30pm Monday to Friday  
and 9am to 1pm Saturday (excluding  
bank holidays and public holidays)  
or visit **www.consumerdirect.gov.uk**

A Welsh-speaking Consumer Direct service  
is available on 08454 04 05 05.

Minicom users should call 08451 28 13 84.

This information is available in other formats  
and languages on request.

Consumer Direct is a telephone and online  
consumer advice service funded by  
government and managed by the Office of  
Fair Trading. It operates in partnership with  
local authority Trading Standards Services  
to offer consumers clear, practical and  
impartial advice and information.

Printed on paper with at least 50% recycled contents.

