

Unsatisfactory Goods: Your rights as a consumer

Your rights: the tests for what you can expect.

Whether they are new or second-hand, goods you buy from a shop, market, catalogue or any other trader must be of **satisfactory quality**.

The test of quality is what a reasonable person would find satisfactory, taking into account the price, how the goods are described and other relevant factors such as their age.

Making allowance for these factors, the goods should be:

- ◆ fit for all the purposes for which goods of that kind are commonly supplied;
- ◆ fit for your specific purpose - if the seller knows what the purpose is (unless it is unreasonable to rely on his opinion);
- ◆ satisfactory in appearance and finish;
- ◆ free from minor defects;
- ◆ safe and durable;
- ◆ as described, for example, by the seller or on packaging or labels.
- ◆ If you notice a defect (or you should have noticed it because it was obvious), or it is pointed out by the seller and you decide to buy anyway, you cannot then say it makes the goods unsatisfactory.

What you can do if the goods do not meet these tests.

Remember your legal rights are against the seller. Don't be put off by arguments that it's the manufacturer's fault. If the goods do not meet these tests when you first examine them or try them out, you can reject them and get your money back:

- ◆ You need not accept a replacement, free repair or a credit note.
- ◆ If you agree to a repair it will not stop you claiming your money back if the repair turns out to be unsatisfactory.
- ◆ You do not lose the right to reject by signing a note acknowledging delivery.

If you have had reasonable time to examine the goods or have used them for more than a trial and they go wrong or do not meet these tests, you cannot reject them, but you can claim compensation (damages). You can claim for the loss in value of the goods and for any harm caused by their use (or not being able to use them). In practice, reasonable compensation will often be repair, replacement or price reduction.

If the defect was present at the time of sale and if it was reasonable for the goods to last that long, you can claim compensation for up to six years after purchase.

If you bought the goods on credit or with a credit card you may also have rights against the credit company.

Manufacturers' Guarantees.

Manufacturers give guarantees or warranties on some goods. For example, a manufacturer may promise to put a fault right if it appears in a given period - say one, two or three years. Remember:

- ◆ These give rights which are additional to your legal rights against the seller. A manufacturer's guarantee must warn that it does not affect your statutory (legal) rights.
- ◆ You may have to register a guarantee for it to be valid. Keep details of how to claim.
- ◆ Retailers' extended warranties

Some shops sell extended warranties with goods, which may also give additional rights. But remember, the shop can't avoid its legal responsibility or make you pay for your rights to reject or seek compensation for unsatisfactory goods.

How to complain.

Return to the shop quickly. Say what the problem is and how and when you want it dealt with.

If you are not satisfied with the response:

- ◆ Write to the shop or, if it is part of a chain and it becomes necessary, the head office.
- ◆ Get advice from your local Citizens Advice Bureau, which is listed in the phone book.
- ◆ Your local authority's trading standards department (again, listed in the phone book) may also be able to help.
- ◆ Some traders belong to trade associations which have alternative systems for settling disputed. Ask the trader.
- ◆ If you have a good case, you may consider going to court. The Small Claims procedure in the County Court is cheap and you do not need a solicitor. Your CAB can advise

