

USE YOUR RIGHTS – REPAIR, REPLACE, REFUND

When you buy a product, you have every right to expect it to be of good quality and to work properly.

Under Australia's new consumer laws, if you buy a product and it is not up to scratch you have the right to take it back to where you bought it and ask the business to fix the problem.

Depending on the extent of the problem, the business is obliged to offer to repair or replace it or refund your money. The same applies if you engage a service and it is not provided to an appropriate standard.

These rights are called consumer guarantees and they apply to all goods and services bought or leased new, secondhand, in stores and online.

In broad terms, consumer guarantees state that all goods sold in Australia must be of acceptable quality, be fit for any purpose that you made known and match the description given.

Repair facilities and spare parts must be available for a reasonable time, and suppliers and manufacturers must comply with any warranty covering the product.

Services must be delivered with due care and skill, and completed within a reasonable time if no set timeframe is agreed.

If the goods or services don't meet the consumer guarantees, the most appropriate way to resolve it will depend on how serious the problem is. If it is a major problem, you are entitled to choose a refund or a replacement product (or receive compensation in the case of services).

A major problem with a product is when it:

- has a problem that would have stopped someone from buying it if they had known about it. For example, the motor in a new washing machine breaks down after three months
- is unsafe – an electric blanket has faulty wiring
- is significantly different from the sample or description – you order a blue T-shirt over the Internet, but are sent a red one
- doesn't do what the supplier said it would or what you asked for – you buy a trolley because the seller tells you it can carry 80kg, but it breaks while carrying 50kg.

You may also be able to claim compensation for any drop in value from the price you paid, or other loss or damage caused by the faulty product.

If it is not a major problem the business can choose whether they will repair, replace or refund the product or fix the problem with the service.

However, if you misused or damaged the product – or you simply changed your mind – you will not be entitled to a remedy.

Regardless of what a supplier may tell you, they cannot limit or refuse any of the consumer guarantees.

It is against the law for a seller to tell you that you have to pay for the rights under consumer guarantees, or to do anything that leads you to believe your rights do not apply.

An example is displaying “no refunds” signs. Signs such as *No refund on sale items* and *No refunds after 30 days* imply it is impossible to get a refund under any circumstance – even when there is a major problem with the good or service. This is simply not the case.

Also, when you buy personal or household goods you generally get a manufacturer’s warranty. Many businesses also offer extended warranties.

It is important to remember that these warranties do not replace the consumer guarantees. In other words, you may have a right to a repair, replacement or refund even if you don’t have a manufacturer’s warranty or if the warranty has expired.

If you have a problem with a product or service you should first contact the business you bought it from. If they refuse to help, contact your local consumer protection agency or the ACCC.

For further information visit www.australia.gov.au/consumerrights.