



**Repair.  
Replace.  
Refund.**

**If it's not right, use your rights.**

# Bought something that isn't right?

Since 1 January 2011, you have the right to ask for a repair, replacement or refund.

You can use your rights for:

- things you buy in shops or online
- things you hire
- services you pay for.

And you can use your rights even if the product or service has:

- a voluntary warranty offered by the supplier
- an extended warranty you've bought
- a voluntary or extended warranty that has expired.

## What happens when I ask for a repair, replacement or refund?

The business may:

- ask you for proof of purchase such as a receipt or bank statement
- discuss with you whether the problem is major or not.

If it's a major problem you will be able to choose a refund, repair or replacement (or compensation in the case of services).

If it's not a major problem the business will be able to choose whether they will repair, replace or refund the product, or fix the problem with the service.

## What is a major problem?

An issue that would have stopped someone from buying the product or service if they'd known about it.

A product that:

- is unsafe
- is significantly different from the sample or description
- doesn't do what the business said it would, or what you asked for and can't be easily fixed.

A service that:

- is substantially unfit for its common purpose and can't be easily fixed within a reasonable time
- does not meet the specific purpose you asked for and cannot be easily rectified within a reasonable time
- creates an unsafe situation.

You will also be able to choose a refund or replacement (or compensation in the case of services), where a business can't:

- repair the product or fix the problem with the service
- repair the product or fix the problem with the service within a reasonable time.

**It's illegal for businesses to tell you, or show signs, that they don't give refunds under any circumstances. If a business does this you can report them to your local consumer protection agency or the ACCC.**

## **When should I ask for a repair, replacement or refund?**

**There are eight simple rules you can use to find out when it is time to use your rights.**

### **Rule 1. Acceptable quality.**

All goods must be of an acceptable quality.

This means they are:

- safe
- lasting
- have no faults
- look acceptable, and
- do all the things someone would normally expect them to do.

For example: You've had your kettle for just one month and it doesn't work anymore. Time to use your rights.

### **Exceptions to the rule.**

You can't ask the business for a repair, replacement or refund if you have:

- caused the problem by being careless or misusing the product
- haven't followed the instructions.

### **Rule 2. Goods must fit the purpose.**

The goods must fit the purpose you discussed with the business before buying, or the purpose for which the goods are commonly supplied.

For example: Your heavy tool belt breaks unexpectedly with only a few things in it. The salesperson said it could hold 10 kilos, but it couldn't even hold five. Time to use your rights.

### **Rule 3. Goods must match the description.**

Any description of the goods given by the business or written on packaging or labels must be accurate.

For example: The shirt you ordered online arrives in the wrong colour. You ordered a red shirt, but they sent you a blue one. Time to use your rights.

### **Rule 4. Goods must match any sample or demonstration model.**

If you see a sample on display, or you have a trial run or demonstration and ask to buy the same product, what you get must match the sample or demonstration.

For example: Your bike doesn't match the demo model. It only has two speeds and you asked for the four-speed model. Time to use your rights.

### **Rule 5. Businesses must meet any extra promises they make.**

Extra promises businesses make about the condition and quality of goods or the way they work are called 'express warranties'. If businesses make any extra promises, they must make sure that you get them all.

For example: A salesperson tells you that the trolley you are buying is made of steel and can carry any amount of weight. But when you are moving house, the trolley breaks under the pressure of all the boxes.

You were told this trolley was strong enough for any load. Time to use your rights.

### **Rule 6. Services must have an acceptable level of care and skill.**

Businesses must provide services with an acceptable level of care and quality.

For example: You ask a painter to paint your fence white. You come home to find that your fence is painted pink and it is blotchy and uneven. You said you wanted white and expected an even, clean finish. Use your rights. Ask the painter to fix the problem.

## **Rule 7. Services you asked for should fit the purpose or give the results you and the business agreed to.**

For example: You ask a handyman to build you a dog kennel that is two metres wide and one metre high. Instead, you end up with a kennel only big enough to fit a cat, rather than your dog. Use your rights. Ask the handyman to fix the problem.

## **Rule 8. You should receive services in a reasonable time.**

Service contracts usually state a date when you will get the service, or in the case of longer term contracts, a finish date. If your agreement doesn't state this, the supplier must deliver the service in a reasonable time.

For example: A roof repairer started to repair your leaking roof over a fortnight ago. Then, a couple of days later he disappeared, leaving the job unfinished, with the roof still leaking. It's been two weeks since you last saw the roof repairer. He said he'd fix the roof, but it's still leaking. It's time to use your rights.

## **Checklist for when to use your rights.**

- Is the quality of the goods unacceptable?
- Are the goods unfit for the purpose discussed?
- Do the goods fail to match the description you got before buying?
- Do your goods fail to match a sample or demonstration model?
- Did the business fail to fulfil all their extra promises of quality and performance?
- Did the service provider fail to use reasonable care and skill?
- Did the service provider fail to do what you asked them to do?
- Was the service delivered in an unreasonable time?

If you answered 'Yes' to any of these questions, it's time to use your rights.

## **Checklist for when your rights don't apply.**

- Did you misuse the product in any way that caused the problem?
- Did you get the product or service you asked for, but have since changed your mind?

If you answered 'Yes' to either of these questions, then you don't have the right to ask for a repair, replacement or refund.

**Some businesses offer exchanges or refunds if customers change their minds, but this isn't the law. You can't expect all businesses to do this.**

# Steps for using your rights.

1. Go back to or contact the business.
2. Explain the problem clearly and state that you want them to fix the problem.
3. If the business refuses to fix your problem, ask to speak to the manager or write a complaint letter.
4. If the business still refuses to help, contact your local consumer protection agency or the ACCC.

**Want more information? Get the full story at:**

**[australia.gov.au/consumerrights](http://australia.gov.au/consumerrights)**

## **ACCC**

1300 302 502

[www.accc.gov.au](http://www.accc.gov.au)

## **South Australia**

13 1882

[www.cbs.sa.gov.au](http://www.cbs.sa.gov.au)

## **New South Wales**

13 3220

[www.fairtrading.nsw.gov.au](http://www.fairtrading.nsw.gov.au)

## **Northern Territory**

1800 019 319

[www.consumeraffairs.nt.gov.au](http://www.consumeraffairs.nt.gov.au)

## **Victoria**

1300 558 181

[www.consumer.vic.gov.au](http://www.consumer.vic.gov.au)

## **Tasmania**

1300 654 499

[www.consumer.tas.gov.au](http://www.consumer.tas.gov.au)

## **Queensland**

13 7468

[www.fairtrading.qld.gov.au](http://www.fairtrading.qld.gov.au)

## **Australian Capital Territory**

(02) 6207 3000

[www.ors.act.gov.au](http://www.ors.act.gov.au)

## **Western Australia**

1300 304 054

[www.commerce.wa.gov.au](http://www.commerce.wa.gov.au)



**Australian Government**



**Australian  
Competition &  
Consumer  
Commission**

Authorised by the Australian Government, Capital Hill, Canberra.

Australian Competition and Consumer Commission  
23 Marcus Clarke Street, Canberra, Australian Capital Territory, 2601

© Commonwealth of Australia 2012

Important notice

The information in this publication is for general guidance only. It does not constitute legal or other professional advice, and should not be relied on as a statement of the law in any jurisdiction.

ISBN 978 1 921964 59 6 ACCC 01/12\_43460\_467