



Australian
Competition &
Consumer
Commission

Your online rights

Do you shop over the internet?

If so, do you understand your rights when shopping online?

Have you clicked 'I agree' to an endless list of terms and conditions, and now you aren't sure where you stand?

Are you aware that you have the same basic rights online as you do offline when you deal with traders operating in Australia?

An online trader may claim they are not liable for the performance or quality of the goods they sell.

Goods must be of merchantable quality. That is, they must meet a basic level of quality and performance that could be expected given their price and how they are described. This right is implied in all consumer contracts—a sale is, in effect, a contract between the buyer and vendor.

An online trader may offer a special warranty clause instead of all other warranties.

This is contrary to the Trade Practices Act. Certain implied rights always exist and cannot be excluded, restricted or modified. An online trader may try to exclude statutory rights or warranties but those terms are void, meaning they have no effect.

Some websites state that the information on the website is provided 'as is'. This indicates that they may be trying to avoid responsibility for the accuracy of the information they provide.

Goods must correspond with their description, photograph or sample. A vendor must ensure representations made on a website under its control are always accurate.

An online trader may try to limit their liability.

Consumers have a right to sue for loss or damages including loss as a result of a breach of the statutory conditions or warranties. This cannot be limited to a certain dollar amount nor, for personal or household goods, can it be limited to replacement.

An online trader may try to refuse a refund unconditionally.

This is contrary to the implied rights in the Trade Practices Act. If a consumer buys a good that is faulty, they may be entitled to a refund.

What you can do if your rights have been infringed

- Contact the trader and try to resolve the dispute—put your complaint in writing.
- Find out whether the trader has any procedures for resolving disputes.
- Contact your state or territory office of fair trading for further options.
- See the *ACCC Warranties and refunds* brochure for more information, available on the ACCC website www.accc.gov.au.

The ACCC cannot take court action if a trader fails to meet its contractual obligations implied in the Act. This is because it would be a breach of the contract between the buyer and the seller, rather than a breach of the Trade Practices Act.

The ACCC can, however, take action against businesses for misrepresenting consumers' rights, including their statutory rights.

Overseas traders

It is especially important if you are dealing with traders outside Australia that you understand what warranty and refund rights you have, as the transaction may not be covered under Australian law. Remember to:

- check whether there are any dispute resolution processes
- check the reputation of the trader
- think about whether you can enforce your rights against an overseas trader.

Your online rights

Remember: These are your rights and they exist regardless of what you have clicked 'I agree' to.