



AUSTRALIAN COMPETITION
& CONSUMER COMMISSION

COVID-19 (coronavirus) information for consumers

June 2020

COVID-19 restrictions have impacted life for many Australians. Businesses have had to cancel bookings and been unable to deliver some goods or services in full or as promised. If you've been affected, knowing your rights and what you can expect from businesses can help you navigate this difficult period.

What are my rights during this period?

- During this period, we expect that businesses will treat consumers fairly in these circumstances and consider appropriate options for remedy. Businesses should be proactively communicating with you if products or services have been impacted.
- [Consumer guarantees](#) in the Australian Consumer Law mean when you buy products or services, they come with automatic guarantees that they will work and do what you asked. If this is not the case, remedies can include refunds, credit notes or vouchers.
- If cancellations have occurred due to government restrictions, this can restrict your rights under the [consumer guarantees](#).

- Your terms and conditions at time of booking or purchase will continue to apply. Businesses are not permitted to change these terms at a later time or deny your rights.
- Depending on your circumstances, you may have other rights under common law, contract or state legislation. Contact your [local consumer protection agency for advice](#) www.accc.gov.au/localCPA.

Cancellations

- If your booking (for example, travel, wedding or event) has been cancelled due to COVID-19 restrictions, the ACCC expects you will receive a refund, credit note or voucher. This will depend on the terms and conditions of your booking at the time of purchase.
- If you have other expenses (eg. accommodation, photographer, florist) which you no longer require due to your booking being cancelled, you should approach that service provider to see if they are prepared to offer a refund, replacement service or voucher.
- If your cancelled booking was made through a third-party booking site, you will need to seek a remedy from the third-party booking site directly, as they are the business you made your purchase from.
- You could also check whether you are covered for travel cancellations under any travel insurance policy.

Sporting clubs or associations registration and membership fees

- If you paid upfront but the season was suspended or cancelled, you may not be entitled to a refund if the activity has been stopped due to government restrictions.
- The ACCC expects you will be offered a refund, credit note or voucher for the period that the season was suspended during 2020. This will depend on your membership terms and conditions.
- You do not have to pay instalments or payments for membership fees while services have ceased. Alternatively, you could request that your regular payments be credited towards a future season.

Telecommunications services

- With many people working and studying from home due to COVID-19, there has been some impact on internet services.
- There are steps you can take to [maximise the performance of your home internet service](#) www.accc.gov.au/homebroadband. You should contact your provider if you continue to have issues with your internet service.
- If you are struggling with bill payments due to a change in your financial situation, some providers are offering financial hardship assistance programs or waiving late payment fees. Check your provider's website to see what's available and how to access it.

General retail issues

- **Pre-paid services:** Businesses should extend the validity period of your pre-payments to account for the period the business was unable to provide the service to you.
- **Regular subscription payments:** Businesses should not be deducting payments from you if they are unable to provide services due to temporary closure.
- **Gift cards:** Businesses should honour and extend gift card expiry dates to cover the period the gift card was unable to be used.
- **Delivery delays:** Australia Post has stated deliveries may be impacted including international delays, fewer domestic flights and high volumes of products being bought online. These factors will also be affecting courier and delivery businesses. Businesses should communicate any potential delivery delays to customers prior to and at the time of purchase, and keep customers updated on delivery.

- **Faulty products:** If a product is faulty, you are entitled to a repair, replacement or refund. Contact the business directly to find out how to return the product for a refund or to get it fixed or replaced.
- **Material changes to services:** Where there have been material changes to the service being provided, businesses should clearly communicate these changes to you. You can choose to still continue with the service, or if you do not wish to continue and have advised them of this, the business should not charge you for the changed service.
- **Business insolvency:** If you have a gift card or have pre-paid for services, you may still receive products or services if it continues to trade under control of an external administrator. Whether and how the business will honour specific transactions will be announced by the external administrator. If the business ceases trading, consumers will generally become unsecured creditors.

If you no longer want to engage a service due to your own COVID-19 concerns, rather than where a service is cancelled by the service provider or due to government restrictions, this may be treated as a 'change of mind'. You should contact the business directly to discuss if they will offer you a refund, voucher or credit to use at a later date.

More information can be found at the [ACCC website for consumers](#).