

Shoppers – know your rights

THE BASICS

The good news is that in the UK, consumers are very well protected. The not-so-good news is that the laws can be quite complicated. And sometimes, companies, such as retailers, restaurants, banks and tour operators, take advantage of this.

It can be hard to stand your ground against a shop manager who is adamant that it's 'your problem'. Fortunately, you don't have to memorise every detail of the regulations to benefit from them. There are some basic principles that will stand you in good stead – no matter where you shop. The bottom line is that if you buy something that's faulty, you have a right to get the fault put right, get a replacement or to get your money back. If, however, it's a change of heart about what you bought and you want to return it, there's no protection for that.

THE SALE OF GOODS ACT

When you buy goods from a trader (whether it's a shop or a sole trader), you're protected by a law called the Sale of Goods Act. It's designed to make sure that consumers aren't sold shoddy or faulty goods. Here are the key points:

Goods you buy should be as described. This means that they should be the same size, quantity and/or colour as the label or brochure says.

They should be 'fit for purpose'. The goods should do the job you bought them for. If, for example, you wanted a memory card to go with a particular camera, you should be sold the correct one.

Goods should be of satisfactory quality. They should be of a standard that a 'reasonable person' would expect. This clause takes into account the price. So a pair of shoes that cost £10 wouldn't be of the same quality as a pair costing £100.

You have up to six years from the date of purchase to bring a claim under the Sale of Goods Act (unless you live in Scotland, where you have up to five years). Importantly, this provision does not mean that

you've got a six-year guarantee on goods. Within that period, you should make your complaint within a 'reasonable time'. This is where the law isn't so clear. What's reasonable to one person may not be reasonable to someone else.

You don't have an automatic right to ask for your money back. The shop may offer to replace the goods or to repair them. However, you can insist on a refund if the replacement you've been offered isn't of the same standard as the item you've taken back or you're not satisfied with the repair.

Some retailers try to convince customers that it's the manufacturer's responsibility to deal with faulty goods, but that's not the case. When you buy something, your contract is with the retailer and it's the retailer's responsibility to resolve any problems – no matter when they occur.



Tara Palmer-Tomkinson gets on the other side of the till and serves a happy customer

NEW LAW

As well as the Sale of Goods Act, consumers are protected by various EU laws. One law, which came into effect a few years ago, is particularly useful. It says that if you buy something and it develops a fault within the first six months, the assumption is that it must have been faulty when you bought it and it's the retailer's responsibility to demonstrate otherwise. This turns the tables on the retailers and means they shouldn't be able to fob you off if something you buy develops a fault in the first few months.

BUYING ONLINE

Many shoppers think that they have fewer rights if they buy something over the internet, but that's not the case at all. If you buy goods by mail order, over the internet or by phone, you have the same rights as any other shopper. Additionally, you have seven working days, starting the day after the item arrives, to send something you have bought back if you change your mind or simply don't like it. If you buy from companies based within the EU, you should have the same rights as if you buy from those based in the UK, although in practice it's likely to be harder to resolve.

This week, **Alvin Hall** helps you get the consumer protection you're entitled to...



Alvin Hall's money savers

GOT A HOT MONEY-SAVING TIP? I'D LOVE TO HEAR IT!

Email me at alvin.hall@natmags.co.uk. Or post to: Alvin Hall, Reveal, 33 Broadwick Street, London W1F 0DQ

CASH OR CARD?

When you pay cash, you don't get the same protection that credit cards offer. And once a business or shop gets its hands on your cash, it's reluctant to give it back! If you've paid for something with your credit card, you may be able to get your money back from the card company under the Consumer Credit Act should the retailer refuse to give you a refund or replacement you are entitled to under the law:

Section 75 of the Consumer Credit Act applies to anything you buy using your credit card that costs more than £100 (and less than £30,000).

You don't have to have paid the full price on your card – if the items cost £100 or more, it's enough for you to have paid the deposit on your credit card.

A scheme called 'chargeback' also applies to purchases made with a Visa debit card. A chargeback means the card company claims the money back on behalf of the customer from the retailer if there is a dispute.

THE CHARM OFFENSIVE

I can think of plenty of times when a salesperson has gone the extra mile for me, but there have been many times when my smiles and non-confrontational approach didn't get me anywhere.

Nonetheless, if you can use your charm to get the salesperson to understand why you're complaining or want to return the item, you may get a better response.

Stay clear, polite and firm. If you can't sort it out face-to-face, email or write, rather than telephoning.

And, if you find yourself complaining regularly, it might be worth taking a break from shopping or keeping some complaint letter templates on your PC!

All of us have bought something that was faulty, something that wasn't what it was advertised to be, or something that we quickly regretted and wanted to return. Many businesses don't want to hear from you after they've taken your money and can treat you coolly, to say the least. This can put off many people trying to sort out the problem.

Knowing your rights helps you plan the best strategy to get the satisfaction you want quickly and without nastiness. This masterclass gives you the ultimate guide to your rights as a shopper. Use it!

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