

Know your shopping rights this Christmas

Consumer guarantees became law on 1 January this year. Find out how they can protect you when buying goods or services this Christmas

Many people aren't aware that since 1 January this year we have had one national set of laws protecting consumers.

That means if you buy a TV in Tasmania or get your fridge fixed in Queensland, you have the same rights as anyone in other states and territories.

The Australian Consumer Law, or ACL, came into effect, ushering in with it a raft of new or clarified requirements for businesses aimed at protecting consumers from unfair business practices and inaccurate or misleading advertising.

The ACL consolidated many state and territory laws into one consistent, national consumer law, which sets out the rights and obligations of businesses—and of consumers.

At this time of year it's important you know your rights, particularly when it comes to returning faulty or unsatisfactory goods.

That's where consumer guarantees come in. Consumer guarantees are a set of rights under the ACL that applies to all goods and services.

They apply to products bought new, secondhand and online from 1 January 2011.

In broad terms, consumer guarantees provide that all goods must be of acceptable quality, be fit for the purpose they are intended and match the description given.

Repair facilities and spare parts must be available for a reasonable time, and any warranty made by a supplier or manufacturer must be complied with.

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

At this time of year it's important you know your rights, particularly when it comes to returning faulty or unsatisfactory goods.

How do you use them?

If a good or service you purchase is faulty or does not work as intended, you can approach the retailer or manufacturer to obtain a remedy, which can be a refund, replacement or repair depending on whether the fault (or *failure*) is considered major or minor.

Major failures for goods are:

- ▶ the item has a problem that would have stopped you from buying it if you had known about it
- ▶ it is unsafe
- ▶ it is significantly different from the sample or description
- ▶ it doesn't do what the supplier said it would—or what you asked for—and can't be easily fixed.

In these cases you are entitled to choose how the supplier should fix the problem. However, if you have caused the damage in question, or did not fully explain what you wanted the product to do—or you simply changed your mind—you will not be entitled to a remedy under the consumer guarantees regime.

Warranties

Warranties and the various entitlements they contain can be confusing. They can also be deceiving.

Generally when you buy personal and household goods you get a manufacturer's warranty. It's important to note that this warranty applies in addition to—and does not replace—the automatic consumer guarantees.

In broad terms, consumer guarantees provide that all goods must be of acceptable quality, be fit for the purpose they are intended and match the description given.

Many businesses, particularly whitegoods and electronics retailers, also offer extended warranties—at an extra cost.

Any business can offer extra warranties or make promises about their goods and services. However, they must still honour the consumer guarantees.

Put simply, that means a business must fix a problem when a product fails to meet a consumer guarantee, *even if you do not have a manufacturer's warranty or if the goods are out of the period covered by this warranty.*

So don't be misled into thinking you are required to pay for 'extra' rights or an 'extra' period of protection that you may already have under the guarantees.

It is also important to note that where a business chooses to provide you with a written warranty against defects, it must comply with specific requirements about how it is presented and the information it contains.

This is to ensure you are aware of your rights in relation to the warranty, how long they last for and what you need to do to make a claim.

What the retailer cannot do

Regardless of what they may try to tell you, retailers cannot change, limit or refuse a consumer guarantee.


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 are limited or 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 goods or service. This is simply not the case.

The only 'legal' no-refund sign would be a store policy that states refunds are not available if you change your mind.

For further information on consumer guarantees, visit the ACCC website.

For further information on consumer guarantees, visit the ACCC website.



Thank you for shopping with us!