



Do you know your consumer rights?

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Test your knowledge of your consumer rights with this quiz.

1. What consumer rights do you have when items are wrongly priced?

Q: A customer went into a boutique and saw a dress with a price ticket stating £50. When she got it to the till, the sales assistant realised that the price ticket was wrong and told the customer that the dress was actually £70. Can the customer insist on having the dress for £50?

A: No. The shop is within its rights to withdraw the item from sale and refuse to sell it. That is because of the way in which contract law applies to selling items in a shop – by having the dress on sale, they are inviting you to offer to buy it. When you make an offer, they can refuse to accept your offer, and take the item off sale. Of course, if a shop is deliberately putting one price on items and then selling them for a higher amount, then they could be committing an offence, which is something that trading standards would look at.

2. What consumer rights do you have when items are faulty or broken?

Q: A customer bought a television for £1,000 from a department store 2 months ago. It worked fine for the first 6 weeks, but then the screen started to flicker and now it doesn't work at all. He has taken it back to the shop but they say that, as it is under guarantee and he has had it more than 28 days, he will have to contact the manufacturer to get a repair or replacement. What is he entitled to?

A: It is the shop's responsibility to sort out the problem. When you buy anything from a shop, you enter into a contract with them, and it is their responsibility to ensure that the item is of satisfactory quality, fit for its purpose and as described; they should never fob you off to the manufacturer. A guarantee is in addition to your statutory rights, it does not replace them, however sometimes (for example if you have had the item a number of months) it may be to your advantage to claim on the guarantee, as it may offer you a

replacement item when you would not be legally entitled to one. Your rights last for up to 6 years, so don't be fobbed off by a shop telling you that you have to go to the manufacturer after 28 days.

3. What consumer rights do you have when items are badly fitted?

Q: A customer bought a washing machine and paid for the installation as part of the contract. The shop arranged for a plumber to install the machine. After the first wash the machine has flooded the floor.

It turns out that there is nothing wrong with the machine but the plumber has fitted the hose incorrectly. When the customer complained, the shop said that he will have to pursue the plumber to get the problem sorted, as there was nothing wrong with the washing machine. Who is responsible for dealing with this?

A: Under the Supply of Goods and Services Act 1982 any work done (which includes installation) should be done with reasonable care and skill. As the shop arranged the installation, it is their responsibility to ensure the work has been done correctly. If any trader uses a subcontractor, it is the responsibility of the trader with whom you entered into a contract to sort out any problems that subcontractor may cause. In addition, any service carried out should be done within a reasonable time frame (unless you agree a specific timescale) and at a reasonable cost; so if you are overcharged, the trader may be in breach of the Supply of Goods and Services Act and you might have a claim against them.

4. What consumer rights do you have when you buy online?

Q: A customer ordered a new vase online. 10 days after she received it, she decided she really didn't like the colour and wanted to return it. The online retailer says that, as there is nothing wrong with the vase, they aren't willing to give her a refund. What are her rights?

A: The law when you buy goods online is different from when you buy in a shop, as you can cancel the contract and return the goods for any reason, not just because they are faulty or mis-described. You used to have 7 working days in which you could do this, but this has recently increased to 14 calendar days and, if the trader fails to tell you about this cancellation period, you have an extra year in which you can return the goods. You must be careful to look after the goods and not damage them in any way, however, or the trader can reduce the amount of the refund to cover the reduction in value.

When you send goods back, the trader must refund the standard delivery costs to you, but you will have to pay the cost of returning the goods, provided the website specifically makes this clear. Obviously, if the goods are faulty, the trader must give you a refund of the return postage, too.

Always try to be a savvy shopper and know your consumer rights to avoid being ripped off!

