Frading Standards-Consumer Action Pack

WHAT THE LAW SAYS When You Buy Goods

If you buy NEW goods from a trader the law says they must be:

OF SATISFACTORY QUALITY

This means that the goods must work and do their job properly. Also they should normally be free from minor defects, have a reasonable appearance and finish and be safe and durable. But remember that cheaper goods cannot be expected to be as good as something that is more expensive.

FIT FOR THEIR PURPOSE

This means that if you ask for something for a particular purpose - a carpet for stairs or paint that can be used for radiators - the goods must do that job.

AS DESCRIBED

If any description is given - on the packaging, in an advert, by a sample or anything said by a trader - it must be right. If a coat is advertised or labelled as 80% wool, it must have 80% wool in it. If you chose a carpet from a sample in the shop, the carpet supplied must match the sample. If a trader tells you a handbag is leather, it should not be plastic.

If you buy **secondhand** goods from a trader the same rules apply, but you have to think about the **age** of the goods. Obviously, the older they are the more wear and tear you must expect.

If you buy **new** or **secondhand** goods and are told they have **specific** faults, you are expected to accept them with these faults. If the faults are obvious - a table

with a large scratch on it - you are also expected to have noticed and accepted the fault.

If you buy goods in a sale you have the same rights that you would have if you had paid the normal price.

If you order goods by **post**, telephone, fax or via the internet you have a seven-day cooling off period during which the contract can be cancelled. If the goods do not arrive within the stated delivery time or within 30 days, you can cancel the order and request a refund of any money paid. **Except** for those goods which are made to order, or perishable. These will also include audio/video recordings or computer software, if unsealed, newspapers and magazines.

If the goods become faulty during use your **rights** depend upon the fault having been present, although maybe not obvious, when the goods were purchased. All goods will be affected by fair wear and tear.

IMPORTANT

- If you have damaged or misused the goods, you have no rights at all.
- **Nothing** lasts forever all goods will wear out in time.
- No notices or small print can take away these rights.
- If you buy goods **privately** you have less rights.

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