

### ✓ DO: BE A SAD FART

Goods must be (even if bought in sale or with a voucher) of...

*Satisfactory quality, As Described, Fit for purpose And last a Reasonable length of Time.*

Quote this if needed and say it's from the Sale of Goods Act 1979 or, for services, the Supply of Goods & Services Act 1982. For 'As Described' always confirm your specific use, eg "Will this speaker work with my TV?". If they promise it'll work but it doesn't, you've rights.

### X DON'T: ASSUME YOU CAN CHANGE IT

If there's no fault, you have NO legal rights. So buy the wrong size or colour, or change your mind, and you've no automatic right to a refund. Yet many shops do allow this, out of goodwill, and if that's a published policy, follow its rules and you've a contractual right to enforce it.

### ✓ DO: REMEMBER RECEIPTS AREN'T VITAL

With faulty goods, you simply need to prove purchase. This could be the receipt or any other legitimate record, e.g. a bank statement should be fine. However if you've no legal right, but are just utilising a stores returns policy, if it requires a receipt you need it.

### X DON'T: GO TO THE MANUFACTURER

It's important to understand legally your relationship is with the retailer, NOT the manufacturer. So if you take faulty goods back to the retailer, it is its responsibility to sort it out. If it tries to fob you off, telling you to go to the manufacturer direct, don't let it.

### ✓ DO: MARK RECEIPTS FOR GIFTS

If there's a problem with an item you've bought as a gift, legally it's you who has to take it back, unless you specify it's a present to the seller. Many shops waive the need to tell them yet, to be safe, when in the shop write on the receipt it's a gift and who it's for, eg 'bought as a gift for Bob', and the rights are transferred.

### X DON'T: EXPECT FEWER RIGHTS ONLINE

You've MORE rights buying online or telephone/catalogue because of the Distance Selling Regulations. This gives a legal right to send most goods back within a week, for a full refund, even if there's no fault. Though you usually need to pay for the return. This covers 'buy it now' on eBay too, provided the seller's a trader (makes a living from selling).

### ✓ DO: SPECIFY A DELIVERY DATE

If you agreed a delivery date with a seller (and can prove this) but goods don't arrive by the set time, it's a breach of contract and you've a right to a refund. If you don't state this, delivery only has to be within a 'reasonable time'.

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