



Shoppers' Rights
A Guide for Consumers

Thank you for
shopping with us!

This booklet has been produced by Jersey Trading Standards.

Our Consumer Advisory Officer and Trading Standards Officers are professionally trained to give practical advice on all kinds of consumer issues – from problems with cars to household appliances.

We aim to help people by making sure they know their rights in order to get a fair result to disputes.

This booklet sets out general guidelines and makes reference to statutory rights you now

have under the Supply of Goods and Services (Jersey) Law 2009 and other essential consumer protection laws.

Most legal rules have exceptions and variations. How the law applies to you depends on the facts of your case.

If you are buying goods or a service, whether through a trader, private seller, the internet, TV, phone or advertisement, this booklet tells you about your consumer rights, what to look out for and what to do if things go wrong.

Contents

Buying goods	1
Buying a service	4
Shopping from home	6
Doorstep selling	8
Contract terms	9
The paying process	10
Guarantees and extended warranties	12
How to complain	14
How Trading Standards can help	16

Buying goods

When you buy something in a shop you and the trader are making a legal contract.

You enter into contracts every day without even thinking about it. Contracts can be made through verbal agreement or implied by your actions and don't have to be signed documents.

If you have a complaint later on, it is the seller of the goods, not the manufacturer who must sort it out. **Your contract is with the trader so they are responsible.**

A manufacturer's guarantee or warranty does not affect your statutory right to claim against the trader, but realistically this may be your easiest option. The choice lies with you. Just bear in mind that the trader is not obliged to help you with your guarantee claim. You may have to organize your own collection or delivery. Look at the terms and conditions of the guarantee that accompanied the goods at the time of purchase (for further information see page 12).



The law says that goods you buy:

- Must be of a satisfactory quality
- Must not be damaged or defective unless the person selling points out the fault or it would have been reasonable to see the fault during an examination before buying the goods
- Must be fit for the purpose for which the seller knows you are buying them
- Must be as they are described by the seller, or on the package or any notice or advertisement. For example if a shirt is described as "100% cotton", it mustn't be made of polyester.

Buying sale or shop “soiled” goods

You have the same rights when you buy something in a sale or when you buy ‘seconds’ or ‘shop soiled’ goods. These goods can be sold with a defect provided they were obvious or the defects were pointed out to you before the sale. If not, then you can ask for a refund.

What if I just don’t want the goods?

If an item is of satisfactory quality and is described correctly, retailers are **under no legal obligation to exchange it**, give you a refund or a credit note (for example, if you decide you don’t like the colour or it is the wrong size).

The law does not give you any rights if it is you that have changed your mind or made the wrong choices.



Top tip: Shopping around should also include checking out shop return policies. This is especially important when you are buying gifts for someone else, where they may need to return and exchange. Also keep the receipt.

Buying from a private seller

You have fewer rights when buying privately.

The only rules are that the seller must have title to the goods (in other words they must own the goods they are selling) and that they must be as described – if not, ask for your money back straight away.

Buying second hand goods from a trader

You have the same rights as when buying new goods. However, the seller is not liable for reasonable wear and tear. In addition, the price and description of the item has to be taken into account when assessing whether the goods are of satisfactory quality.

Buying second hand goods at auction

What matters here is whether you have the chance to look at the goods before you buy them. If you do have this chance – even if you don't take it up – your rights might be limited.

Read the auctioneer's terms and conditions carefully before you bid.

Top tip: Keep a copy of any advert describing the goods, just in case. This may include cutting out the advert in the paper or printing the description you saw on a website.

Top tip: Take someone with you to act as a witness to any conversations (and this is always sensible advice when meeting strangers). Where possible, written evidence is much better. Write key features on the invoice and ask the seller to sign it.

Internet auctions

If buying new goods, the seller cannot restrict your rights. If you don't have a chance to examine the goods before buying – for example, when bidding at an internet auction – you normally have the same rights as when you buy goods elsewhere. **But be aware that some internet auctions are actually only notice boards between private buyers and sellers – in which case your rights are the same as when buying from a private seller.**

Buying a service

Top tip: An estimate is usually just an informed guess – a rough price, but a quotation is a fixed price which is binding.

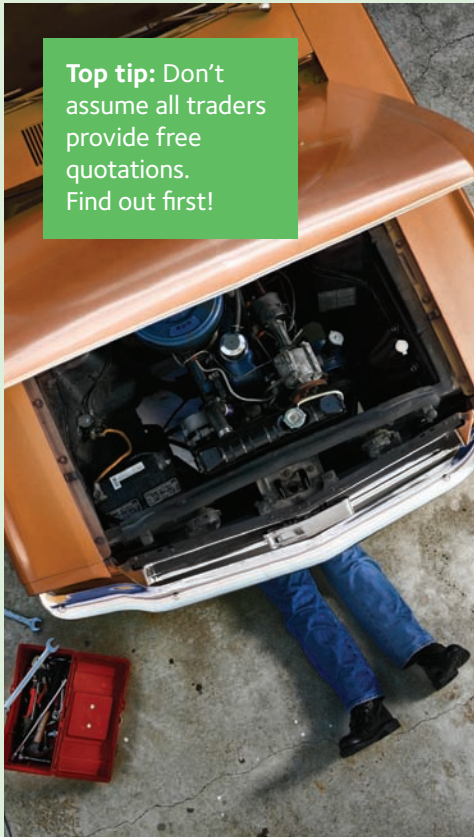
When you go to the hairdresser or ask a garage to repair your car – you are buying a service. You have the right to certain standards.

- Reasonable skill and care – a job should be done to the standard of an ordinary competent person in that profession, unless they claim to be a specialist or an expert. For instance, if you pay someone to fix your leaky roof, it should not leak after the work has been done.
- For the work to be completed within a reasonable time frame – if you have not agreed a deadline.
- To be charged a reasonable amount – if no price has been fixed in advance.
- You should always get a written quotation – and shop around to compare prices.

Make sure you know exactly what you are getting for your money and ask for confirmation of the quotation in writing, detailing the work that they will do for that price in sufficient detail.

Get at least three quotations and compare prices.

Check whether the supplier of the service is a member of a trade association. Membership doesn't guarantee satisfactory work, but if anything goes wrong it could make it easier to get things put right.



Top tip: Don't assume all traders provide free quotations. Find out first!

Materials and fittings

If the service involves installing bathroom fittings, for example, they are covered by the same legal rights as if you'd bought them yourself.

If there is a problem with the materials or the way they are installed you can claim against the fitter who bought and installed them. However, they are entitled to inspect a job and it would be reasonable for them to be given an opportunity to rectify their work.

Shopping from home

When you shop at home (for instance from a catalogue or on the internet) you may be protected by extra rights. On placing your order you have the right to get certain information in writing.

The trader does not have to send you this information again if it has already been provided in writing, for example through a catalogue or advertisement.

The information provided to you should include your cancellation rights. You usually have the right to cancel for any reason and receive a full refund (with some exceptions).

However, if you return goods then they should be in the same condition as they were when you purchased them.

You have the right to return most goods up to seven working days after the day they are delivered, or after the required information is provided, if that's later. If there's nothing wrong with them you will probably have to pay the cost of returning them.

For services, the same seven day period generally applies, but running from the day after you agree the contract, or after the information arrives if that's later. You may get less time to cancel if you agree to a service starting early.

There are some goods and services that you can't cancel, for example, perishable goods, items that have been personalised or made to order, unsealed CDs, DVDs or goods that have been downloaded on a computer.

If the written information you are entitled to isn't provided, you may have extra cancellation time.

Using debit and credit cards on the internet

The risk of payment cards being used fraudulently on the web is small. Most web retailers use an encrypted page to protect card details in transit.

Make sure that your details are secure before entering them. This will usually be indicated by a small closed padlock on the bottom right hand side of the screen.

If you receive an e-mail confirmation for goods you haven't ordered, a payment receipt or see a payment on your statement that you are unsure about, call your card issuer immediately. Their number can often be found on the back of your card.

You may be a victim of identity theft. The sooner you alert the card issuer, the sooner they can put a stop on the cards use.

Top tips: On internet shopping

- Be wary of companies that don't display a full address
- Keep copies of the description of the goods, the company contact details, emails and sales confirmations
- If your purchase is for more than £100, using your credit card to pay may give you added protection if things go wrong.



Doorstep selling

If you didn't ask a sales person to visit you, politely tell them that you are not interested. Remember if you want to buy goods or services – it is best to shop around and get quotations so don't accept what seems like a good deal on your doorstep. If you feel you have been subjected to unreasonably high pressure sales tactics, call Trading Standards with details of the doorstep seller.

Contract terms

Always read a contract carefully, including the small print, before you sign. In most cases, you will be bound by your signature, even if you choose not to read the small print.

Look out for terms that are unreasonable or unfairly weighted against you and in the trader's favour. You may be able to negotiate better terms or shop elsewhere.

In any case, traders should not introduce a contract term that conflicts with your statutory rights. If they do, the term will be void and therefore have no effect.

If you are unsure, seek advice before signing.

Top tip: Take your time or better still, ask to take the contract home so that you can read the terms and conditions at your leisure. Is what they are asking for reasonable?



The paying process and Hire Purchase

Paying by credit card

You may have extra protection if you pay by credit card for goods and services that cost more than £100 for one item (but less than £30,000), because the credit card issuer, as well as the supplier, may be liable if something goes wrong. If the trader is uncooperative or has otherwise gone out of business, don't delay in contacting your card issuer.

Deposits

Use your credit card instead of a cheque, cash or debit card if the total bill for the item will be more than £100. If the trader stops trading or fails to fulfil the contract, you may have additional rights.

Always make sure you get a receipt with the company's name and address.

Interest-free agreements and 'no interest' agreements

Make sure the agreement really is 'interest free', not all are.

Some give you an option to avoid interest but you must usually pay the full balance by a fixed date. Remember this date because not all lenders will warn you. If you do not pay the whole amount by the fixed date, you might have to pay interest over the whole term of the agreement and this could be at a high rate.

Buying on credit

Check the terms of the agreement carefully.

Settling early

It can often cost more than you realise so check the penalties for early settlement. Speak to the credit provider. They are always happy to provide you with an up-to-date early resettlement figure.

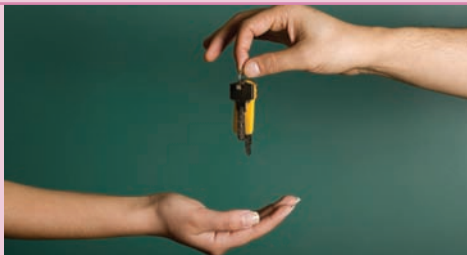
Hire Purchase

This type of credit is common when buying a car. What actually happens when you buy a car from a garage on HP is this; the garage sells the car to the finance company who becomes its owner. The finance company then hires the car to you for the period of the agreement. At the end of the agreement you will only become the owner of the car once you have made the final payment. Before that you cannot sell the vehicle without the express permission of the finance company.

So what if I have a problem with the goods I bought under an HP agreement?

If the goods included, or you chose to pay for, a warranty or guarantee, you have additional protection (for further information, turn to page 12 on warranties and guarantees).

- Contact the retailer and tell them what the problem is.
- Give them an opportunity to put it right, if necessary, under the terms of the guarantee or warranty.



Top Tips: If you do not keep up with your repayments, you will be in breach of contract and you may be sued for the outstanding balance. This may affect your credit rating should you want more credit in the future.

Also if you are buying goods, for example a car on hire purchase, the finance company have the right to repossess the car since they legally own it until all the repayments are made.

If this still does not solve your problem:-

Contact the Finance company explaining what is wrong and the steps you have taken to try to resolve your complaint. If you have a valid claim, they as the “owner” will have to put things right.

Remember, you have no rights if the problem is due to fair wear and tear or misuse. The age and price you paid for the goods is important when determining what is considered to be satisfactory quality.

Don't assume that if the goods are faulty you can stop making payments. You need to follow a number of steps to try to resolve your complaint. Stopping the payment will put you in breach of contract then you could be the one going to court.

Guarantees and extended warranties

Guarantees and warranties only add to your rights – they don't replace them.

Guarantees

Find out if your guarantee is with the manufacturer of the goods or the trader. This should be clear and unambiguous. Ask for details before you make a purchase as this may affect your decision (particularly with larger contracts, for example to supply windows and conservatories).

Top tips: Remember to get details of your guarantee in writing. If your guarantee is with a company and they cease trading, your guarantee may well be worthless.

- Check the wording carefully. See what the warranty or guarantee does and does not cover. Fair wear and tear and misuse will not be covered.
- Check the procedures for making a claim:-
 - Will the warranty pay for repairs up front or will you have to pay first and then claim the money back afterwards?
 - Is there a local service agent who can carry out repairs or will you have to send the item to the UK?
 - Who is responsible for costs incurred for carriage?
- Always keep details of any guarantee or warranty with your original receipt and any service or repair documents. Make a note of serial numbers for future reference.

Extended warranties

These enable you to repair or possibly replace faulty appliances after the end of the manufacturer's free guarantee. They may also offer additional benefits such as theft or damage insurance for the whole period of cover.

Regular Servicing

Some goods you buy have to be regularly serviced in order to maintain the guarantee or warranty. A typical example is your motor vehicle. If you fail to have the appropriate service within a set time period or number of miles, your guarantee or warranty may become invalid.

Check the conditions to find out what your responsibilities are.

Top tips: Think carefully about whether an extended warranty is a good deal for you.

- Extended warranties can cost up to 50 per cent of the purchase price of the appliance.
- Extended warranties can be expensive compared to repair costs for typical faults, but some consumers value the peace of mind they offer.
- Check your own home insurance policy, which may cover some of the same ground.
- When the appliance is purchased by credit card, check whether the credit provider offers any extended warranty and if so, what is covered and for how long.



How to complain

If you keep the goods for too long before you make a complaint, you may lose some of your rights.

If the goods or services you've bought don't meet the standards outlined in this booklet:

- Inform the trader quickly if you want to be able to claim a refund. It may be a good idea to put this in writing.
- Go back to the trader as soon as you can with a receipt or other proof of purchase. Explain what the problem is, say what result you expect and set a deadline for the problem to be resolved.
- Remember that your rights are dependent on how long you have had the goods, and the nature of the problem.

If there is a problem with what you've bought in the first six months it will be up to the retailer for example to examine the goods and show that damage was due to misuse rather than a manufacturers fault. If this goes to Court, they will have to prove this to the Magistrate. After six months, you have to prove that the goods are faulty.

With high-value goods, it may be worth obtaining the views of an expert, but remember the expert is entitled to payment for this examination or opinion.

Also remember that with some electrical goods such as MP3 players or mobile phones, if you ask an expert to examine the goods and they are not the recognized service agent, you may invalidate any manufacturers guarantee or warranty.



Complaining on the phone

- Make a note of what you want to say and what result you would like
- Have receipts and other relevant documents handy
- Get the name of the person (or persons) you speak to
- Note down the date, time, what is said and confirm in writing if necessary.

Complaining in writing

- Summarise when and how you bought the goods or services and how much they cost.
- Explain what is wrong and any action you've taken.
- Explain what result you expect (a full refund, replacement or repair without charge) and set a reasonable deadline.
- Address it to the manager, customer services manager or a named contact.
- Don't send original documents – send copies.
- Keep a copy of your letter of complaint.
- Use recorded delivery or other proof of postage, if you feel you may need proof of delivery later on.

Some other helpful advice

- If your complaint is about overcharging, get quotations from other companies for comparison.
- There may be an informal and inexpensive arbitration scheme through a trade association.
- In Jersey the Petty Debts Court can deal with claims up to £10,000. Make sure you have exhausted other ways of resolving your complaint and have sought procedural advice from the Court Greffier before taking court action.

The Petty Debts Court Greffier can be contacted on 440454.

How Trading Standards free Consumer Advisory Service can help

Call Trading Standards when you need advice on how to resolve an issue or dispute with a trader or retailer.

Whether your call is about a £100 blender, a £1,000 holiday or a £10,000 kitchen, we give you clear, practical advice on your problem – and you can call as many times as you need.

If you have been unsuccessful in resolving your complaint, depending on your case we may offer a conciliation service in an attempt to resolve your case out of court. Any alleged breaches of Consumer Protection Laws will be referred to a Trading Standards Officer for investigation.

You can also call us for advice before you purchase goods and services. Our clear, practical advice is free.



Call us on **448160** from 9am to 5pm Monday to Friday (excluding bank holidays and public holidays). If we can't take your call immediately, you can leave a message and we will call you back.



You can **call into our offices** without an appointment. You will find us in the Central Market next door to the Post Office.

Our hours for personal callers are:-

Monday to Friday 9am to 1pm and 2pm to 4:30pm. *Please note* the office is closed to personal callers in the Market at 1pm on Thursdays.

If you require an appointment outside of these hours or have any special needs, please give us a call and we will do everything we can to accommodate you.



You can **e-mail details of your complaint** to: tradingstandards@gov.je or visit www.tradingstandards.gov.je



Send written complaints to:-

Trading Standards Service
9-13 Central Market
St. Helier
JE2 4WL

Trading Standards offer consumers and traders clear, practical, confidential and impartial advice and information.

We value your feedback. Customer satisfaction surveys are available on our website, alternatively you can send your comments to the Director of Consumer Affairs and Trading Standards in writing at the address above or e-mail: tradingstandards@gov.je

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