

Know YOUR refund rights...

Here's how to avoid being fobbed off by retailers and ending up out of pocket...

The cost of living crisis means we're all more carefully considering what purchases we make. But what happens when you fork out for something and it turns out to be faulty, damaged or not as described and you wish to return it?

Here, consumer expert Jane Hawkes, aka Lady Janey, explains your rights...

We don't give refunds

Truth: Under the Consumer Rights Act 2015, you are legally entitled to a refund, repair or replacement as applicable for goods which are of unsatisfactory quality, unfit for purpose or not as described.

There is no automatic entitlement to a refund, exchange or credit, unless there was a fault with the item purchased. Any refund, exchange or credit is at the discretion of the retailer for unwanted goods.

Retailers should have clear and visible refund and returns policies, stating when a cash refund, store credit or exchange is applicable, the

respective time periods, goods covered by the policy, and any specific conditions for refunds, credit or exchanges. For example, regarding proof of purchase and original packaging.

Retailers also need to make clear any exceptions to their policy, such as perishable items, goods marked 'as is', goods damaged after purchase, personalised goods, products without original packaging, and any exchanges or returns that



Jane Hawkes

cannot be made for public health reasons.

We do not give refunds on sale items

Truth: Your consumer rights remain the same as on full price items unless you were informed of any faults or conditions at the point of purchase. Some stores place restrictions on returning sale items, so check returns policies carefully before making the purchase.

You need a warranty to get a refund

Truth: Your statutory rights under the Consumer Rights Act 2015 override any warranty. You have the option to exercise these rights instead to get a refund, replacement or repair as applicable, provided your claim is made within six years of purchase (five years in Scotland). This act gives customers the legal right to either get a refund for goods that are of unsatisfactory quality, unfit for purpose or not as described. You are entitled to a refund, replacement or repair if this

is not the case, regardless of any warranty.

Almost every purchase you make is covered by an 'implied warranty', such as a 'warranty of merchantability', meaning the retailer promises the product will do what it is supposed to do. Similarly, the 'warranty of fitness for a particular purpose' applies when you buy a product based upon the retailer's assertion that it is suitable for a particular use. You should check the terms and conditions of any written warranty carefully for coverage and protection details.

You can't have a refund as the warranty has run out

Truth: If a warranty has expired, this will have no effect on your statutory rights, meaning a retailer cannot refuse to provide you with a repair simply because the warranty has expired.

We can't refund you for a faulty item

Truth: Under the Consumer Rights Act 2015, a retailer cannot refuse a refund for a

faulty item within the first 30 days. These basic rules apply: **0-30 days:** You can claim a full refund for goods that are of unsatisfactory quality, unfit for purpose, or not as described. You are also entitled to ask for a repair or replacement in this time if preferred.

30 days – six months: You must give the retailer one opportunity to repair or replace it before you can claim a refund.

Six months or more: You must give the retailer one opportunity to repair or replace it before you can claim a partial refund, and the burden of proof is on you to prove the product is faulty.

In accordance with S45 (3) of the Consumer Rights Act, refunds need to be made within 14 days, and should be made by the same payment method. You do not have to accept a voucher.

You need a receipt for a refund

Truth: You do not necessarily need a receipt for a refund, as proof of purchase such as a bank or credit card

statement should suffice.

You should purchase an extended warranty

Truth: An extended warranty is valid after the basic one to two year warranty has expired, often running for a further two to three years. It is similar to a basic warranty but can cover damage caused by accident or misuse and in some cases even loss or theft, potentially providing you with more protection. However, extended warranties are often overpriced and not fit for purpose in what they cover. Your statutory rights still apply regardless of whether you have an extended warranty or not.

You need to contact the courier

Truth: When you agree to buy goods, you enter into a contract with the retailer NOT the courier company. You should complain to the retailer as soon as you become aware of any delay, damage or loss. It is up to the retailer to investigate, find a solution and, if appropriate, provide a refund or

appropriate redress. Retailers are expected to deliver purchases within a reasonable time frame usually within 30 days from the date of purchase. Failure to do so and after any agreed deadline is a breach of contract under Consumer Rights Act 2015.

If your delivery was time specific i.e. a date was specified when you agreed the contract, and it does not arrive at the specified time, then you can claim for a refund including postage costs accordingly.

If you didn't agree a delivery date and the parcel is late, you should try to liaise regarding a delivery date so the retailer has the opportunity to fulfil the order. However, if the new deadline is not met this is a breach of contract and you can request a refund.

A service by a courier should be carried out with reasonable care and skill, and the courier should ensure the safe delivery of your goods to the best of their ability. It is up to the retailer to resolve this under the Consumer Rights Act 2015.

You need to contact the manufacturer

Truth: Your contract is with the retailer, not the

manufacturer. It is therefore up to the retailer to resolve the issue in question, and you can seek a repair, refund or a replacement accordingly. The retailer should be given the opportunity to rectify the faults. But if this fails, you can reject the goods and request a full refund.

If you are unable to resolve the problem directly with the retailer, look into how you paid for the product or service and take steps to recoup your losses via means of payment instead.

You have to cover return postage costs

Truth: You may be responsible for covering return postage for unwanted items, so check terms and conditions before purchase. Retailers will need to refund any postage costs for returns if you were not made aware of them or if the goods being returned are faulty.

You need the original packaging for returns

Truth: The ability to return an item in store without the original packaging depends on the retailer's return policy. Some will still accept the return but may offer a reduced refund, and others may not accept it at all. Check retailer's specific policies for returns before purchase. Unwanted purchases should be unused and in resalable condition.

