

Consumer Protection

Consumer remedies when buying goods

Who is a consumer?

Consumers are people who buy for purposes not related to their trade, business or profession.

Implied terms in contracts for the sale of goods

Certain terms are implied into **any** contract for the sale of goods and cannot be excluded in consumer contracts. In particular, goods must:

1. **Correspond with their description.**
2. **Be of satisfactory quality.**
Quality includes:
 - a. state, condition and fitness for all purposes which goods of that kind are commonly supplied;
 - b. appearance and finish; and
 - c. durability.

Remedies if products are not of satisfactory quality

A consumer has four remedies when products do not conform to the contract for sale:

- **Rejection.** Consumers can reject the goods and request their money back, provided they complain within a reasonable time.
- **Damages.** A consumer can claim damages, which will generally equate to the cost of repair or replacement of the goods. They may also be able to claim compensation for

damage caused by faulty goods.

- **Repair or replacement.** If a consumer requests a repair or replacement, the business will need to carry them out within a reasonable time and without significant inconvenience to the consumer, unless the cost would be disproportionately higher than the cost of the replacement.
- **Refund.** A consumer can request a full or partial refund. The business is entitled to request proof of purchase (for example, a till receipt or a credit card statement). Consumers do not have to accept credit notes when goods are faulty or not as described.

Minimising losses

Consumers must take reasonable steps to mitigate their loss. For example, they should report faults as soon as possible, to make it easier for them to show the goods were inherently faulty at the point of sale and to prevent the goods from deteriorating further.

Additional obligations for online, telephone and mail order sales

There are four main obligations on a business when it sells goods online, by telephone or mail order. They are:

- To provide up front information to consumers before the contract is concluded.

- To provide certain information to consumers before the delivery of the goods or supply of the services requested, such as description and price.
- To commit to deliver the goods within 30 days.
- To provide a seven (working) day cooling-off period, during which consumers can cancel the contract without penalty and without giving a reason. The only charge that can be made to consumers exercising their rights is the direct cost of returning the goods. The period is extended if the consumer is not informed of their rights.

There are certain exceptions to these rules, such as the supply of products that, by their nature, may not be returned (for example, perishable food) or bespoke products.

Our Litigation Team handles issues of compliance with the implied terms of sale and service contracts, and drafts consumer contracts regularly. We can provide specialist advice in a broad range of contractual matters and would be happy to speak with you without commitment to see if we could help you, whatever your problem.

Please call Martin Stevens, Darren Thorneycroft or Marcus Self on 01233 625 711 for more information, or email them on ms@hallettandco.co.uk.