



January sales - your rights

publication date: Dec 28, 2014 | author/source: Dean Dunham
[Previous](#) | [Next](#)

As many shoppers start to think about snapping up a bargain in post Christmas and January sales, it's worth knowing exactly what your rights are before you spend your cash.

What are my basic rights?

Under the **Sale of Goods Act** everything you buy from a trader online, in a shop or elsewhere must be:

- as described by the seller (so if the seller says its new it must be new)
- of satisfactory quality (so a new toaster should be shiny and new with no scratches or other defects)
- fit for purpose (that is the purpose that you brought it for).



Shoppers also have the right to ask for a replacement or repair instead of a refund if the goods purchased are faulty.

Do I still have rights if I buy goods in the sales?

For some reason there is a myth that consumers have fewer rights when purchasing in the sales, which is not true. If something is faulty, wrongly described or not fit for purpose then it doesn't matter if it was full price or in the sale - you are entitled to your money back, unless you knew about the faults before you purchased the item. This last part is important and catches out many people every year. It is therefore not uncommon for retailers to reduce certain items during the sales due to a defect, such as a cardigan with a button missing. In this case if the retailer has pointed it out to you and explained that this is part of the reason for the price reduction you cannot then go back and complain after the event.

Can I take items back that I purchased in the sales?

If you want to exchange or get a refund on a sale item just because you have changed your mind this will be at the retailer's discretion. They are not compelled by law to give consumers a refund in these circumstances, the exception being in relation to Internet online purchases as described below.

What I purchase from the internet?

If you purchase goods from the internet or anywhere else apart from the retailers premises (such as at your doorstep or at an exhibition) the rules are different. In these circumstances a law called the **Consumer Contracts Regulations** apply which say that consumers have the right to return goods, no questions asked, within 14 days of delivery when they are purchased on the internet or away from the retailers premises. However, this does not apply to:

- custom made items
- software:
- CDs/DVDs if the packaging is damaged; or
- perishable goods.

A final note on this, you may have to pay return postage depending upon the retailers' terms and conditions.

If my goods are faulty do I contact the retailer or manufacturer?

This is a question that causes many consumers confusion. The answer however is very simple, when you buy something your contract is with the retailer and not the manufacturer – therefore if the goods are not up to scratch then it is the retailer who should give you a refund or replacement or repair the item concerned. If you have a guarantee, the manufacturer may also have responsibilities to you.

What is the deadline for returning faulty goods?

Consumers have a "reasonable time", often around four weeks, to return faulty goods and get a full refund. After this, they may only be entitled to an exchange or partial refund

The goods I purchased are unsafe, what should I do?

Unfortunately there are many unscrupulous traders who sell unsafe, dangerous and fake goods. These should be reported to **Trading Standards** via the **Citizens Advice** consumer helpline available on 08454 04 05 06.

A final tip:

If you use a **credit card** to buy goods or services costing over £100 and up to £30,000, you may be protected under what is called **section 75 of the Consumer Credit Act**. This states that the credit card company is equally liable for any breach of contract, so if a problem arises with your purchase and the retailer/trader refuses to put it right you can claim from the **credit card** company and leave them to take up the fight with the retailer.

Dean Dunham is the **Chief Ombudsman** at the newly formed [Retail Ombudsman](#).

[Back to top](#)

[Previous](#) | [Next](#)