

Ask yourself

- Are the quality of the goods acceptable, taking into consideration the price?
- Are the goods fit for the purpose discussed?
- Do the goods match the description you got before buying?
- Do your goods match the sample or demonstration model?
- Did the business fulfil all their extra promises of quality and performance?
- Did the service provider use reasonable care and skill?
- Did the service provider do what you asked them to do?
- Was the service delivered in a reasonable time?

If the answer is **no** to any of the above, you may be entitled to use your consumer rights in order to receive a remedy.

Some businesses generously offer exchanges or refunds if customers change their minds, however it is important to note that consumer guarantees do not apply to change of mind purchases.

How to approach the business

1. Go back to or contact the business, and ask to speak with the manager.
2. Explain the problem clearly and state how you'd like the problem fixed.
3. If the business refuses to fix the problem, put your complaint in writing. Keep a copy.
4. If the business still refuses to help, contact Northern Territory Consumer Affairs for further advice in relation to lodging a formal request for conciliation.

Want more information?

Visit <https://consumeraffairs.nt.gov.au/>

NT Consumer Affairs provides a wide range of consumer advice to both consumers and traders including residential tenancies.

Telephone: (08) 8999 1999 or 1800 019 319

Fax: (08) 8935 7738

SMS: 040 111 6801

Email: consumer@nt.gov.au

Consumer Affairs - Darwin

1st Floor, The Met Building, 13 Scaturchio St, Casuarina NT 0810
PO Box 40946, CASUARINA NT 0811

Consumer Affairs - Alice Springs

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NORTHERN TERRITORY

CONSUMER
AFFAIRS



Repair, Replace or Refund

A Guide to your consumer guarantee rights

Bought something that isn't right?

The Australian Consumer Law gives you the right to ask for a repair, replacement or refund for faulty goods and inadequate services.

You can use your rights for:

- things you buy in shops or online
- things you hire
- services you pay for.

You can use your consumer rights even if the product or service has:

- a voluntary warranty offered by the supplier
- an extended warranty you've purchased
- a voluntary or extended warranty that has expired.

When should you ask for a repair, replacement or refund?

You should communicate with the supplier of the goods or services as soon as a problem arises. You can ask for a refund, replacement or repair (or in the case of services, compensation for the drop in value) when the goods or services do not meet a consumer guarantee. The remedy you are entitled to will depend on whether the failure is minor or major.

Goods must meet the following:

Acceptable quality

All goods must be of an acceptable quality. This means they are:

- long lasting
- have no faults
- are safe
- are acceptable in appearance
- do all the things someone would normally expect them to do.

Fit for purpose

The goods must fit for the purpose you discussed with the business before purchase, or the purpose for which they are commonly supplied.

Match the description

The goods must match any description of the goods given by the business or written on packaging or labels. This includes any advertisements for the goods online or in brochures.

Match any sample or demonstration model

If you see a sample on display, or you have a trial run or demonstration and ask to buy the same product, what you get must match the sample or demonstration.

Meet any extra promises made

Extra promises businesses make about the condition and quality of goods or the way they work are called 'express warranties'. If businesses make any extra promises, they must make sure that you receive them.

Services must meet the following:

Acceptable level of due care and skill

Businesses must provide services with due care and skill. This means they must use an acceptable level of skill and technical knowledge when carrying out their services and take all reasonable steps to prevent loss or damage.

Received in a reasonable period of time

Businesses must ensure that they complete their services within the agreed time frame. Where a time frame has not been specified, the business must complete the service within a reasonable period of time.

What is a major failure?

A major failure is an issue with goods and services that would have stopped someone from buying the goods or services had they known the full extent of the problem. For example;

A **product** that is:

unsafe or creates an unsafe situation

- Is significantly different from the sample or description
- Is substantially unfit for the purpose you bought it for and can't easily be made fit

A **service** that is:

- substantially unfit for its stated purpose or the specific purpose you asked for
- Is not carried out in a reasonable time frame
- creates an unsafe situation.

What happens when you ask for a repair, replacement or refund?

The business may:

- ask you for proof of purchase such as a receipt or bank statement
- discuss with you whether the problem is minor or major

If there is a major failure you will be able to choose a refund, repair or replacement.

If there is a minor failure, the business will be able to choose whether they will repair, replace or refund the product, or fix the problem with the service.

Exceptions

You can't ask a business for a repair, replacement or refund if you have:

- caused the problem by being careless or misusing the product
- haven't followed the instructions
- the product is past its expected lifespan.