

## YOUR SHOPPING RIGHTS

This fact sheet explains your shopping rights under the Australian Consumer Law (ACL). The ACL is a national law that applies in all States and Territories, and to all Australian businesses. These rights apply to any products and services supplied to a person or business for their own use that cost up to \$100,000, or to goods and services costing more than \$100,000 which are normally used for personal, domestic or household purposes.

### When you are entitled to a remedy

If there is a problem with goods you have purchased, the store may have to provide a repair, replacement, refund or other type of 'remedy'. The type of remedy available depends on the nature of the problem and whether it is considered a major or minor failure.

#### When the product is faulty:

You are entitled to return an item for a remedy when it is faulty, as goods and services must be of acceptable quality.

You can return an item when:

- It does not do what it's normally supposed to do – e.g. a toaster doesn't toast bread.
- It has a defect –the toaster's timer knob fell off soon after it was purchased.
- It is unacceptable in appearance or finish – the toaster is scratched.
- It is unsafe – sparks fly out of the toaster.
- It isn't durable – the toaster stopped working only three months after purchase.

You have the same refund rights on sale items as you do on full-priced items. This is why it is illegal for businesses to display a 'no refunds on sale items' sign.

You can return a faulty item even if it has been worn or used, had the tags or labels removed or it has been taken out of its original packaging and the packaging has been damaged or disposed of.

Example: A consumer bought a shirt and wore it a few times before washing it. Upon the first wash, the dye ran and the shirt faded, even though all washing instructions on the label were followed. The shirt would not be considered of acceptable quality.

## When the product doesn't match the sample or demonstration model:

When you buy an item based on the sample or demonstration model, it must match that sample. If the item is so different you would not have bought it, you are entitled to a remedy.

Example: A consumer ordered a couch based on the fabric sample supplied by a business, but when it arrived it was a different colour and pattern. The couch fabric does not match the sample provided.

## When the product doesn't match the description:

The item must match its description (for example, on the label or in a TV commercial). If it is so different from the description that you would not have bought it, you are entitled to a remedy.

Example: A consumer bought a wallet described as 'leather' in a store's catalogue. When it was taken out of the box, the consumer discovered it was actually vinyl. The wallet does not match the description.

## When the product doesn't do what the salesperson said it would or what you asked for:

You are entitled to a remedy for an item if it doesn't do the specific job or achieve the specific purpose you asked for it to do or the salesperson told you it would do, and you relied on their knowledge and expertise when choosing the item.

Example: A consumer bought a watch for the purpose of diving, based on the salesperson's advice that it was waterproof and suitable for such an activity, but when they wore it underwater, moisture penetrated the glass face. The watch does not meet the promise (express warranty) made by the salesperson on behalf of the business.

## When you are not entitled to a remedy

### When you change your mind:

A store doesn't have to provide a remedy for an item when you have simply changed your mind. However, some stores have their own policy to offer a refund, exchange or credit note for

'change-of-mind' purchases. Any such policy should be clearly displayed and the store must abide by it.

### When you don't have proof of purchase:

When seeking a remedy, a business can ask you to provide proof of purchase for the goods. If you don't have the cash register receipt, you can provide other forms of proof of payment, such as:

- A credit card statement.
- A lay-by agreement.
- A confirmation or receipt number from the phone or online purchase.

If you are unable to provide proof of purchase, the business is not obligated to provide a remedy. Gift recipients have the same consumer rights as the customers who bought the gift, however will also have to provide proof of purchase to the business if seeking a remedy.

### When the store brought a fault to your attention before purchase:

You cannot claim a refund for faults that the store told you about, or were clearly identified prior to purchase, for example where a tag attached to a shirt states it is 'reduced due to faulty stitching'. However if the item has or develops an unrelated fault, you may still be entitled to a remedy.

### You bought the product second-hand:

From a store: You may have the same rights for second-hand purchases as you do for new items, but you must take into account the item's age, price and condition at the time of sale.

From a private seller: A private seller has no obligation to refund, replace or repair an item you bought from them as a one off sale (e.g. at a garage sale, or through a classified ad) as consumer guarantees do not apply to private sales.

From an auction: The merchant has no obligation to refund, replace or repair the item you bought from an auction if you bid on the item, as consumer guarantees do not apply to these types of sales. If you bought an item for a fixed price and there was no bidding, you may still have the same rights for second-hand purchases as you do for new items.

## You bought the product from a business that doesn't directly offer their goods in Australia:

Consumers are not covered by consumer guarantees when buying from an overseas business if the goods are sent to an overseas address prior to being forwarded to Australia, or if the transaction between the business and consumer occurred entirely overseas (goods bought from an overseas business by a consumer while they were also overseas).

## Refund, repair or replacement?

The remedy you are entitled to for faulty goods will depend on the type of problem with the goods.

**Major** – where the goods are significantly different from the description or demonstration model, are substantially unfit for their normal purpose and can't be made fit within a reasonable period of time, are unsafe, or where a reasonable person would not have purchased the goods had they known about the extent of the problem, the consumer can choose to:

- Return the item for a full refund or replacement.
- Seek a repair.
- Keep the item and get compensation for the drop in value.

**Minor** – where the failure of the goods is not major and the goods can be repaired within a reasonable period of time, the business can choose to:

- Repair the item at no cost.
- Provide a full refund or replacement.

When there is a minor failure of an item, you must give the store the chance to first assess the problem and then fix it within a reasonable period of time. If the business chooses to repair the item, it is their responsibility to return it to (and deal with) the manufacturer directly or their choice of repairer.

If a business takes too long or refuses to fix the problem, you can then ask them for a refund or replacement instead.

You should communicate your requests for a remedy to the business in writing. To assist with this process, NT Consumer Affairs has created sample letters ('Sample letter requesting a remedy for faulty goods' and 'Sample letter requesting a remedy for a service'), which can be found here;

[Complaints and disputes | Northern Territory Consumer Affairs](#)

## What if the business is not assisting?

If you believe you are entitled to a remedy and a business is not assisting or responding to your requests after you have formally written to them, NT Consumer Affairs may be able to help further by providing a free conciliation service between the parties.

If you wish to lodge a Consumer Conciliation Request, or would like further advice in relation to your situation, please call our office on **1800 019 319** or email us at [consumer@nt.gov.au](mailto:consumer@nt.gov.au).