

Faulty Goods - Your Rights Explained

If something is wrong with an item that you have brought, you may be entitled to a refund, repair or replacement. You have rights if the item that you bought is broken or damaged, unusable or not as it was advertised or doesn't match the retailer's description.

The Consumer Rights Act 2015 provides you with protection when you buy goods or services. The Act provides criteria that all items sold must meet. In particular all goods sold must be:

- of satisfactory quality;
- fit for purpose; and
- as described.

This also includes digital content such as downloaded films, games or apps. So, all goods, whether physical, electrical or digital must meet the above conditions.

Satisfactory Quality

Goods shouldn't be faulty or damaged when you receive them. This covers minor and cosmetic defects as well as substantial problems. The goods must also last for a reasonable time. The Act states that the quality of goods is satisfactory if they meet the standard that a reasonable person would consider satisfactory, looking at the information available such as any description of the goods and its price. For example, bargain goods won't be held to the same high standard as luxury goods.

You won't have any rights if the goods were damaged due to wear and tear or accident, if a fault or defect was obvious or brought to your attention when you purchased the goods, or you changed your mind.

Fit for Purpose

This means that the goods should be fit for the purpose they were purchased for. The Act not only provides rights in respect of the obvious purpose of an item but also any specific purpose you queried and were given assurances about by the retailer when you agreed to purchase the goods.

As Described

The goods should match the product or samples shown or they must meet the specifications and description in any advertisement or verbal description made by the retailer to you when you purchased the goods.

Faulty Goods

If you buy an item which doesn't meet any one of the above criteria, then the retailer who sold it to you is in breach of the Consumer Rights Act and your statutory rights are against them and not the manufacturer of the goods. In this instance, you have the potential right to return it, get a full refund and if it will cost more to buy similar goods elsewhere, compensation to cover the difference in cost too.

You have the right to reject or refuse the goods and get a full refund within 30 days after you took ownership of the goods. Ownership takes place either on the date that you purchased the goods or the date the goods were delivered to you, whichever is later. Therefore, you should complain promptly, otherwise you may lose your right to a quick refund.

However, this right does not apply to faulty digital content. The retailer must be given one opportunity to repair or replace digital content that is not of satisfactory quality, unfit for purpose or not as described before you can claim a refund.

If you are outside of the 30 days since you took ownership of the goods, you have to give the retailer one opportunity to repair or replace the goods within the first 6 months of purchase. If unsuccessful in repairing or replacing the goods, the retailer should give you a full refund.

After 6 months from the date of ownership, the burden is on you to prove that the goods were faulty at the time you purchased them. If an attempt at repairing or replacing the goods is unsuccessful after 6 months from purchase, the retailer should still provide a refund but can make deductions for fair use of the goods.

You have up to 6 years from the date of ownership to bring a claim to the courts where the retailer has refused to refund, repair or replace goods which are not of satisfactory quality, not fit for purpose or not as described.

The Act also covers second hand items and sales. When you buy items second hand from a trader you have the same rights as when you buy new goods, but you must bear in mind that second hand quality is unlikely to be the same as new. You can still claim your money back or the cost of repair if the goods are faulty, unless the fault is a matter of the wear and tear to be expected with second hand goods, or it was obvious, or brought to your attention before you purchased the goods.

If you buy goods from a private seller and not a retailer your only entitlement to get your money back is if the goods are not as described.

If you require any further advice in respect of goods that you have purchased and believe are faulty, please contact a member of our Litigation Department on 01384 371622.

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