

Buying Goods and Services



Students often come to the Student Advice Centre very upset by bad experiences with traders, mail-order companies, auction houses, service providers, etc. Such problems can be time-consuming and frustrating both for clients and advisers as in many cases we are unable to obtain full satisfaction for you, though we do our best. This leaflet offers some elementary advice on how to avoid such problems. **PREVENTION IS ALWAYS BETTER THAN CURE.**

Much of what follows applies equally to the purchase of goods and to the use of services, though in some respects there are differences in the law. Note that this leaflet cannot deal with all aspects of consumer law or fully with one aspect of it.

CONSUMER LAW - THE THEORY

Your **rights as a consumer** (i.e. buyer, customer, client) are protected by law, but to varying extents depending on where/from whom you bought the goods and how (e.g. for cash or by credit). In theory you may have considerable recourse against a **trader**, but very little against a **private seller** (e.g. someone who has offered something for sale through a newspaper advert). The duties and responsibilities of **Auction Houses** may be minimal, leaving an aggrieved customer helpless.

By law, whether you buy goods from a trader or from a private seller they must "**match their description**". Goods bought from a trader must also be "**of satisfactory quality**" (i.e. of reasonable quality and durability considering their purpose, price, description etc).

Traders are only under obligation to **replace** your purchase or give a **refund** if you can show that the item does not satisfy the above requirements and that you have not 'accepted' it. This means that you should stop using it once you realise it is faulty and report the fault without delay.

When buying things second-hand you only have recourse against a private seller if you can prove that they have **mis-described** the article. If it breaks down or proves unsuitable you may get nothing (thought it's worth trying!).

Your statutory legal rights cannot be taken away or limited neither by any document you sign nor by any sign displayed in a shop (e.g. "No Refunds given").

However, some traders voluntarily grant their customers more right than those guaranteed by law.

PRACTICAL TIPS (ADVICE)

Choosing Goods/Service

If you are not sure which option is best you could consult back issues of '**Which?**' magazine (available from Newsagents). Each issue of 'Which?' focuses on a particular item (e.g. video recorders, family cars, jeans) and compares the various makes and models available for quality, style, price etc. 'Which' is also available on-line at www.which.co.uk (Warning! You need to subscribe to view some sections of this website).

The Student Advice Centre cannot Recommend particular suppliers, or makes/models of items.

Where and How to Buy:

Think twice and/or seek advice BEFORE you buy any major item, especially second hand, and BEFORE you sign any contract or agreement.

Buying from a well-known **reputable Retailer** may be advantageous if they offer after-sales options and service in excess of your statutory rights. Some large store, for example, allow the return or exchange of goods (unless damaged or worn) within a limited period after purchase with no questions asked.

If you buy goods/services costing £100 or more by **Credit Card** then the credit-card company and the supplier will both be jointly liable for compensation in the event of a justified complaint.

Beware of small traders pretending to be Private sellers to avoid tax and your consumer rights. These often use 'car-boot sales' or advertise in newspapers and shop-windows.

We strongly advise you against buying goods at special one-day sale's or 'auctions' held e.g. in hotels or empty shop premises, or at 'car-bootsales'. There will be almost no protection for you at all in practice if what you buy turns out to be stolen, defective or not as described.

Protecting Yourself:

Try on Clothes, shoes etc before you buy them (if they do not fit, most traders will exchange one size for another, but problems may arise if the right size is not available - the trader is not obliged to refund your money); ask the seller to **demonstrate that an appliance** (e.g. a toaster, computer) **works**.

When buying second-hand goods demand **detailed signed receipt** with the seller's name and address, specifying what you have bought and in what condition.

Consider taking a friend along as a **witness** when you intend to buy expensive items (especially second hand from a private seller, but also when new) or to make any important verbal agreement.

ALWAYS KEEP THE RECEIPT, GUARANTEE/WARRANTY CERTIFICATE AND THE ADVERTISEMENT FOR THE GOODS YOU HAVE BOUGHT.

Contracts:

If you need to sign an **agreement/contract** (e.g. for insurance, hire-purchase, bank-loan, car-hire, accommodation, book-club etc) insist on having the time to read the whole document carefully **before you sign it**.

Read any **small print** very carefully; for example, the extended warranty on a car may only be valid if you have it serviced at a recognised dealer's, or house insurance may be invalid if a certain type of lock is not fitted.

Remember that if you sign a legally valid Contract **you can be held to its exact terms** (we see many students, for instance, who want to withdraw from tenancy agreements and who cannot).

Always **advise the other party in writing** of Important decisions (e.g. to terminate a contract or subscription) or of important information (e.g. Change of address) and send your letter by **Recorded Delivery** from a Post Office. This will give you proof that your letter has been sent and delivered.

Making Complaints:

It is initially the duty of the retailer (trader, dealer, shop), not the **Manufacturer**, to deal with complaints about defective or unsuitable goods. If you are dissatisfied with good bought in a shop, take them back. Ask to see the **Manager** if you get no satisfaction from an assistant.

If the shop manager will not help, ask for the name and address of the **Regional Manager** (of a large national/regional company) or the **Managing Director/Proprietor** (of a smaller one). Write to him/her detailing your complaint and explaining your statutory rights. Send this letter Recorded Delivery and send a copy to the shop.

Keep a **record of visits and phone calls** (dates, times, names of person you talked to in pursuing your complaint) as well as **copies of letters you write or receive concerning complaints**.

If you get no satisfaction it may be that the relevant **Trading Standards** office can help or it may be necessary to threaten and eventually take **Legal Action** via the **Small Claims Procedure** in the **County Court**. Consult the Student Advice Centre first.

PROBLEMS

When complaining do not be surprised by lack of cooperation. Sellers, whether individuals or large companies, often choose not to reply at first or may use delaying tactics in the hope of discouraging you. Or they may deny responsibility, claiming that any fault is due to your misuse, etc.

It is important to seek advice as to how best to deal with consumer problems that are not easily resolved - the frustration and feeling of injustice they generate, if allowed to get out of hand, can affect your mood, your concentration, your sleep and eventually your studies.

The Office of Fair Trading publishes comprehensive consumer information. Check out their website on www.offt.gov.uk ; or contact Consumer Direct (www.consumerdirect.gov.uk tel: 0845 4040 506)

IF YOU HAVE ANY DOUBTS ABOUT YOUR LEGAL RIGHTS AS A CONSUMER, OR HOW TO ENFORCE THEM, CONSULT THE STUDENT ADVICE CENTRE.

You can access our website at www.unionsociety.co.uk/sac

Student Advice Centre
Union Society, Kings Walk
Newcastle University
Tel: 0191 239 3979
Email: sac.reception@ncl.ac.uk

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