

# LESSON 5: ACTIVITY 1

## Teacher Resource Sheet: Rights during sales

1. You have the same consumer **rights** if you buy in a sale as you do if you buy at any other time of the year.

In all cases, what you buy must be:

fit for the purpose it is normally used for,  
work for a reasonable time with normal use,  
match what is outlined in your contract or any descriptions or samples you saw,  
can be used for the purpose the business knew you bought it for.

2. If you buy something in a sale and later find that it is **faulty** you can return it.

You are entitled to a short term right to cancel\*, repair or replacement\*, a reduction in price\* or refund\*, depending on the nature of the fault.

- \* A short term right to cancel the sales contract for non-conformity (within 30 days) or,
- \* A right to have the goods brought into conformity through repair or replacement (if possible) or,
- \* A right to a price Reduction or withhold any payments due to the trader
- \* A final Right to terminate the contract and be provided with a refund

3. If you return goods because they are faulty you are **entitled** to a short term right to cancel\*, repair or replacement\*, a reduction in price\* or refund\*, depending on the nature of the fault.

- \* A short term right to cancel the sales contract for non-conformity (within 30 days) or,
- \* A right to have the goods brought into conformity through repair or replacement (if possible) or,
- \* A right to a price Reduction or withhold any payments due to the trader
- \* A final Right to terminate the contract and be provided with a refund

However, if you were told about the fault before you bought the item, you would not be entitled to a repair, replacement, reduction in price or refund for the faulty item.

4. Shops are not obliged to offer returns, repairs or replacements, reductions in price or **refunds** on faulty goods if you were told about the fault before you bought the goods.

Some sales goods may be reduced because of slight defects, so check carefully. The seller is not obliged to give you your money back if you are complaining about faults pointed out to you before you bought the item.

5. Sometimes shops display signs saying 'No return on sales goods.' Signs like this are **illegal** if they mislead people about their consumer rights.

Signs like 'No return on sale goods' may be illegal because they mislead you about your rights, making you think that if goods are faulty they cannot be returned if bought during sales. If shops display signs during sales saying you cannot return items you have changed your mind about or get a refund this does not affect your statutory rights and is a statement of shop policy.

6. If you've bought something on sale in a shop and you simply change your mind about it, you do not have rights under consumer law and the shop does not have to offer you a refund or a replacement.

Shop policy is at the discretion of the store and is not a right under consumer law. Shop policy on returning items may change during a sale so it is worth asking what the policy is on returns before you buy an item.

7. It is worth asking about the shop's returns policy if you are buying something during a sale. Some shops do have returns policies which say that you can change your mind about something you bought and get a refund or a replacement. However, shops sometimes change their returns policy during sales.

Shop returns policies is at the discretion of the particular store and is not a right under consumer law.

8. If you buy something on sale from an online EU-based website you can change your mind and return the goods during the 14-day **cooling-off** period, but you may have to pay to post the goods back.

If you bought something from an EU-based website and you return it because it is faulty, the seller is liable for any return shipping costs. Remember, you do not have the same level of protection if you are buying from a website from outside the E.U., so always read all the terms and conditions carefully.

9. It is really important to keep the **receipts** of all goods you buy in the sales, as proof of **purchase** and the **price** paid.

You should keep receipts as proof of purchase of the price you paid. You will need proof of purchase in each of the following situations:

- When returning a faulty good.
- If you buy something at full-price, then return it during a sale when the price of your item has gone down.
- If you buy something at full price, change your mind and return it during a sale
- (although you may only be entitled to the reduced amount if the shop is willing to offer a refund).