

Your shopping rights

A factsheet on your rights under the Australian Consumer Law

When can I get a refund?

If there is a problem with goods you have bought, the store may have to provide a replacement, refund, repair or other type of 'remedy'. The type of remedy available depends on the problem.

What problems should the store fix?

It's faulty.

You are entitled to return a faulty item, as goods and services must be of acceptable quality.

An item is faulty if it:

- does not do what it's normally supposed to – *for example, my toaster doesn't toast bread*
- has a defect – *my toaster's timer knob fell off soon after I bought it*
- is unacceptable in appearance or finish – *my toaster is scratched*
- is unsafe – *sparks fly out of my toaster*
- isn't durable – *my toaster broke down only three months after I bought it*

You are **not** entitled to return an item when:

- the store told you (or displayed a sign) about hidden defects before you bought it
- you examined the item before buying and didn't find defects you should have noticed
- you used the item in an 'abnormal' way, or
- you have used the item for a very long time.

I only found out it was faulty after I used it.

You can return a faulty item even if you have:

- worn or used it
- removed the tags or labels, or
- removed it from the original packaging.

I bought a shirt and wore it a few times, but the dye ran the first time I washed it, even though I followed the instructions on the label.

It doesn't match the sample or demo model.

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

I ordered a couch based on a fabric sample, but when it arrived, it was a different colour to the sample.

It 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 refund.

I bought a wallet described as 'leather' in the store's catalogue. When I got home, I discovered it was actually vinyl.

It doesn't do what the salesperson said.

You can return an item if it doesn't do what the salesperson told you it would.

I bought a watch, which the salesperson said I could use when diving – but when I wore it in the sea, it filled up with water.

It doesn't do what I asked for.

You can return an item that doesn't do a specific job or achieve a specific purpose if:

- before buying, you told the salesperson what you wanted it to be able to do, and
- you relied on the store's advice when choosing the item.

I told a car dealer I wanted a car that could tow my boat. The dealer sold me one, saying it would do the job. That night I read the safety manual and found the new car can't safely tow any boat.

I changed my mind.

A store doesn't have to allow you to return an item you have simply changed your mind about. However, some stores have their own in-store policy to offer a refund, exchange or credit note for 'change-of-mind' purchases.

I don't have a receipt.

You need to prove the item was purchased from that business. If you don't have the cash register receipt, you can show, for example:

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

I received it as a gift.

Gift recipients have the same refund rights as customers who buy directly – but you can only return the item if you have proof of purchase. See above.

Factsheet

I bought it on sale.

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

However, you can't claim a refund for problems the store told you about, or those you should have noticed when examining the item – for example, a tag attached to a shirt saying it is 'reduced – faulty stitching'.

Examples of 'on sale' items include items:

- that are discounted
- on the 'samples and seconds' rack
- bought from a factory outlet.

I bought it secondhand.

From a store: You have the same refund rights on 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: The seller has no obligation to refund, replace or repair the item you bought from them (for example, at a garage sale or through a classifieds ad).

I bought it online.

If you bought from an Australian business online, you have the same refund rights as when buying from a shop – unless you bought the item from a private seller. See above.

I am entitled to a remedy. Do I get a refund, repair or replacement?

It depends if the problem is:

Major – it can't be fixed, or would take too long or is too difficult to fix.

You can choose to:

- return the item and choose a refund or replacement, **or**
- keep the item and get compensation for the drop in value.

Minor – it can be fixed within a reasonable time.

You must give the store the chance to fix the problem. They choose whether to refund, repair or replace. If the store chooses to repair the item, it is their responsibility to return it to (and deal with) the manufacturer.

If the store takes too long or refuses to fix the problem, you can:

- return the item and ask for a refund or replacement, **or**
- get someone else to repair the item and ask the store to pay reasonable costs.

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For more information, contact your local consumer protection agency.
For language assistance call 13 14 50 (ask for an interpreter in your language).

Australian Capital Territory

Office of Regulatory Services T. (02) 6207 0400

New South Wales

NSW Fair Trading T. 13 32 20

Northern Territory

Office of Consumer Affairs T. (02) 6207 3000

Queensland

Office of Fair Trading T. 13 QGOV (13 74 68)

South Australia

Consumer & Business Services T. 13 18 82

Tasmania

Office of Consumer Affairs & Fair Trading T. 1300 654 499

Victoria

Consumer Affairs Victoria T. 1300 55 81 81

Western Australia

Department of Commerce T. 1300 30 40 54

The Australian Competition and Consumer Commission has national responsibilities for competition, fair trading and consumer protection and can be contacted on 1300 302 502.