Buysmart
A pocket guide to buying products and services in Queensland

Office of Fair Trading
www.qld.gov.au/fairtrading
Disclaimer

This publication aims to provide consumers with a general understanding of their rights and responsibilities in the Queensland marketplace. It is not a comprehensive statement of the law.

The laws referred to in this guide are complex and various qualifications may apply to the provisions in different circumstances. You are encouraged to obtain independent legal or financial counselling advice if you are unsure of how these laws apply to your situation.

Legal advice

The Office of Fair Trading can not give you legal advice.

We strongly recommend you seek independent legal advice before signing any contract. Ensure your solicitor is independent of any other party to the transaction.

When choosing a solicitor, shop around and compare different solicitors’ experience, service and costs. Before you appoint your solicitor, ask for a detailed written quote for the work you want done.

Solicitors must carry professional indemnity insurance, which protects you if something goes wrong because of action the solicitor takes or does not take.
Consumer rights and responsibilities

As a consumer in Queensland, you are entitled by law to certain rights. However, you also have responsibilities. Laws protect your interests and those of the businesses you deal with.

Illegal selling practices

The *Fair Trading Act 1989*, which includes the Australian Consumer Law (Queensland), can protect you from misleading and unfair sales practices.

The Australian Consumer Law applies to any product or service you buy in Queensland or around Australia.

It is illegal for businesses to:

- harass or coerce you into buying a product or a service
- take unfair advantage of anything you don’t know or understand
- make false or misleading claims about their products or services
- take advantage of a customer with a disability, impairment or low English-speaking skills
- advertise products or services at lower prices, but not have a reasonable ability to supply at those prices
claim to offer gifts, rebates or prizes and then not provide them

offer gifts or benefits as an incentive to buy, but only if you refer another person to the business.

Lay-bys

A lay-by is an agreement between you and a business that you will pay for products over a period of time. You agree on a sale price and payment conditions, and you do not take the products until you complete the payments. Read the terms and conditions before you sign an agreement or pay any money.

The agreement must be in writing and should contain:

- a description of the products
- the total price
- the amount of any deposit you paid
- the maximum length of the lay-by
- the cancellation and refund policies.

You may break a lay-by agreement at any time before you take possession of the product. You may be liable for a termination fee, but only if it was in the written lay-by agreement. The fee cannot be unreasonably high (just enough to cover expenses).

A business cannot break a lay-by agreement, except in circumstances beyond their control. If this happens, you are entitled to a full refund.
Deposits

Always read your contract. Make sure you understand all terms and conditions before signing. If you need to cancel an order or booking, check the terms and conditions to see if you can get part or all of your deposit back. If the business cancels your order or booking, you are entitled to a full refund.

Pricing

Single pricing

A business must not advertise goods with more than one price attached. This includes a price:

› written, printed or located on the goods
› displayed or mounted on a stand for the goods
› published in any catalogue available to the public (unless the catalogue can reasonably be regarded as out of date).

It is an offence for a business to sell an item at the higher price of two attached prices. However, if the business has made an honest mistake in advertising or labelling a product, it does not have to sell the product at the lower price. They can choose to withdraw it from sale.

Component pricing

A business is not allowed to promote or state a price that is only part of the cost, unless it also prominently advertises the total price.
For example:

➢ A tourism company advertises a one-day tour for $99. In smaller print, the ad explains that this price does not include a surcharge for a national parks levy ($10). The total price is therefore $109, and this price needs to be displayed as prominently as the $99 for the ad to be legal.

➢ If you must use a credit card for a purchase, and a surcharge applies for using the credit card, the total price must include this charge.

➢ If you buy a television and choose to pay extra for delivery, the delivery fee does not have to be included in the total price. Not every customer will choose to pay for delivery.

**Scanned prices**

Many large supermarkets have a voluntary code of practice that applies to their checkout systems. The code states that if the price scanned at the checkout is higher than the shelf label or sign, the customer can have the item for free. When a number of the same items are scanned at a higher price, the first item is free and the remaining items are charged at the lower price.

Even if a store does not participate with the code of practice, they still must not sell the item at the higher price.
Price matching

A business must keep their promise if they claim that they will match or beat a competitor’s price. If the business refuses, you should complain to their head office in writing. You should:

› outline the item or service you wish to buy
› include a copy of the competitor’s catalogue or written quote that shows the lower price
› state how you would like them to resolve the situation.

Shopping from home

Safe shopping online

Know the business

Only buy from websites you know and trust. Check that the company has a physical address and a phone number. If the company operates from overseas, you might have trouble getting a refund or repair.

Know the product

Make sure the product is legal and will work in Australia. Check that any warranties or guarantees offered are valid in Australia and that an authorised repairer is close by.

Check the contract

Carefully read the terms and conditions, refund policy, delivery details and policies on costs associated with returns and repairs.
Check the full cost
Be aware of the full cost of your purchase. This may include currency conversion, taxes, delivery fees, packaging and postage. After adding these costs, it may be cheaper to buy locally.

Protect your privacy
Only buy online if you are comfortable with a business’s privacy policy. Do not give out information unless they require it to complete the sale. Remember, if a deal sounds too good to be true, it probably is.

Confirm the order
The business should allow you to confirm or reject your order before paying.

Keep records
Print or save your order before and after you confirm. Write down any reference numbers. Print or save any receipts they display on-screen or email to you. Check your credit card statement later to make sure you were charged correctly.

Pay securely
Only use websites that your browser recognises as secure. A secure address begins with https:// rather than http:// (note the ‘s’). A secure website also shows an image of a padlock in the address bar of your browser.
Door-to-door and telemarketing sales

Businesses can use door-to-door and telemarketing sales to sell their products or services. You have extra protections compared to when you visit a store or shop online. This is because you did not seek out the business to buy from them.

These agreements may result from when a salesperson:
› knocks on your door (door-to-door sales)
› phones you (telemarketing)
› approaches you in the common area of a shopping centre.

We call these types of sales ‘unsolicited consumer agreements’.

An agreement is unsolicited when:
› a business or their agent contacts you (without being invited to do so)
› the negotiations happened on the phone or away from the business’s premises (such as at your home)
› the total value is more than $100 (or was not established when the agreement was made).

Cooling-off period

If you agree to a contract, you have 10 business days to change your mind. In this time, you can cancel the contract without penalty.

Cooling-off periods sometimes don’t apply, such as for emergency repairs after a natural disaster. In most cases, a trader must give you the cooling-off period.
‘BUSINESSES CAN USE DOOR-TO-DOOR AND TELEMARKETING SALES TO SELL THEIR PRODUCTS OR SERVICES. YOU HAVE EXTRA PROTECTIONS COMPARED TO WHEN YOU VISIT A STORE OR SHOP ONLINE.’

Disclosure requirements

A salesperson who visits you must:
› explain upfront the purpose of the visit
› show their identification
› advise you that you can ask them to leave at any time
› leave the premises if you ask them to do so
› explain your cooling-off rights
› give you a written copy of the agreement
› include their contact details in the agreement.

When you buy products or services from a door-to-door salesperson, they must immediately give you:
› a copy of the signed agreement that shows the total price, including GST, or clearly set out how they will calculate the total price
› a termination notice which outlines your right to cancel the agreement.

For telemarketing sales, you must receive a written agreement within five business days. Once it arrives, the cooling-off period will begin on the next business day.
**Permitted hours**

Salespeople must not contact you:
- on a Sunday or public holiday
- before 9 am or after 6 pm (8 pm for telemarketing) on a weekday
- before 9 am or after 5 pm on a Saturday.

These hours apply to all door-to-door and telemarketing sales, even if the agreement is worth less than $100.

**Supply and payment**

During the cooling-off period, businesses may not:
- supply goods, except for those valued under $500
- supply any services at all, regardless of value
- take any payment or deposit, even if they have supplied the goods.

You do not own any goods unless you have paid for them. This is the case even if the business has already supplied them. If you cancel the agreement during the cooling-off period, you must:
- keep the goods in good condition
- make them reasonably available for the business to collect.

The goods become unsolicited goods. This means the business must collect them from you within 30 days. Otherwise you can keep them free of charge.
Unsolicited calls

If you get an unsolicited call, you can hang up at any time. You can place your home phone number on the national Do Not Call Register.

Telemarketers must not contact you if you are on the register.

Some groups may still contact you. These include representatives of:

› charities
› research companies
› government bodies
› political parties, MPs and candidates
› religious or educational institutions.

Be careful what you agree to when you speak with a telemarketer—spoken agreements can still be legally binding contracts. If you are interested in their offer, ask them to send details by mail.

To find out more about telemarketing, visit the Australian Communications and Media Authority at www.acma.gov.au
Itinerant traders

Be wary of itinerant traders who travel from door-to-door seeking work. Itinerant traders will try to convince you to hire their services on the spot. This is illegal. All door-to-door salespeople must give you your cooling-off period.

For more information about itinerant traders, visit www.qld.gov.au/fairtrading

Complaints

The Office of Fair Trading takes complaints about door-to-door traders seriously. Door-to-door sellers must leave when you ask them to. This includes if you have a ‘No door-to-door traders’ sticker on your door or front gate.

To get a free ‘No door-to-door traders’ sticker, email OFTcomms@justice.qld.gov.au or call 13 QGOV (13 74 68).

If they do not leave, call the police and report them to us by calling 13 QGOV (13 74 68) or by filling out the online form at www.qld.gov.au/fairtrading
Refunds, warranties and consumer guarantees

When you shop, think carefully before you buy. Shop around and look for the best deal by comparing quality and price. Be aware of your rights and responsibilities, particularly about consumer guarantees.

**Consumer guarantees**

The law automatically gives you guarantees on most products and services.

You are guaranteed that the products you buy:

› are of acceptable quality
› match the description, sample or demonstration model
› are fit for their intended purpose
› are legally available for the business to sell (with no mortgages or debts attached, unless otherwise stated)
› do not have any money owing on them
› come with the right for you to own them and use them
› will have spare parts and repairs available for a reasonable time
› will live up to any other promise that the business makes about their quality, condition, performance or characteristics.
You are guaranteed that the services you buy:
› are provided with due care and skill
› are fit for their intended purpose
› will be completed in a reasonable time.

**Remedies**

If a product or service fails to meet a consumer guarantee, you have the right to get the problem fixed by the business. This is known as a *remedy*. The type of remedy that you can ask for depends on whether it’s a major or minor problem.

**Major problems—products**

A product has a major problem when you would never have bought it if you’d known about the nature and extent of the problem.

This might be because the product:
› is significantly different from its description, sample or demonstration model
› will not do its normal purpose or function
› doesn’t do a specific purpose or function (and you had told the business this was why you wanted to buy it)
› is dangerous to use.

If this happens, you can choose to:
› return the product and get a refund
› replace it with an identical product (if it’s reasonable they can get one)
› swap the product for an item of similar value
› keep the goods and be compensated for any drop in value.
Major problems—services
A service has a major problem when you wouldn’t have ordered it if you had known the nature and extent of the problem.

This might be because it:
› does not achieve its normal purpose
› does not achieve another purpose that you told the business you wanted it for
› has created an unsafe situation.

If this happens, you can choose to:
› cancel your contract and claim a refund
› keep the contract and claim compensation for the difference between the service delivered and what was paid for.

For a major failure, the business cannot decide which option you must accept.

Minor problems
If a product has a minor problem, the business can choose whether they:
› give you a refund
› replace the product
› repair the product.

If a service has a minor problem, the business can fix the problem at no charge and within a reasonable time.
When you are not entitled to a remedy

You are not entitled to a remedy (e.g. refund or replacement) if you:

› can’t prove you bought the product from the business (e.g. with a receipt or bank statement that shows the purchase)
› realised you couldn’t afford the product
› changed your mind, chose the wrong size or found it cheaper elsewhere
› insisted that the business do the service despite their warning that it may not meet your needs
› took action that voided or damaged the outcomes produced by the service
› damaged the product
› knew (or should have known) about the fault when you bought the product.

Some businesses may offer refunds as a sign of goodwill, but the law does not require them to do so.

Refund methods

Signs that say ‘No refunds’ are illegal. This is because sometimes you are legally entitled to a refund, repair, replacement or repeat service for faulty products or services.
Businesses will usually give you a refund in the same way that you originally paid them. This might be cash, cheque, money order or electronic transaction. They won’t give you the refund in cash unless that’s how you paid them.

Some businesses will offer replacement items or credit notes instead of a refund. As long as you are legally entitled to a remedy, you can insist on a refund.

Original packaging

If a product is faulty, you do not have to return it with the original packaging to be entitled to a remedy. If you need to return a product, you should return it to the place you bought it from.

Transport costs

When a product fails to meet a consumer guarantee, you will need to return it to where you bought it. For larger products that are expensive to transport (such as a bed or fridge), the business will need to pay for transport. Otherwise, you must initially pay for transport.

For a major failure, the business must make sure that you are not financially worse off for having bought a faulty product. They will need to refund you the purchase price and the cost of transport.
Warranties

Express warranty
Businesses sometimes make extra promises (written or spoken) about a product’s quality, state, condition, performance or characteristics. These promises become legally binding under your consumer guarantees.

Manufacturer’s warranty
A business (retailer or manufacturer) might offer a manufacturer’s warranty when you buy their goods. This is also called a warranty against defects. This warranty makes a promise to fix certain faults or problems—for example, they might give you a replacement.

This warranty is in addition to your consumer guarantee rights—it cannot replace or overwrite them.

A manufacturer’s warranty must be in writing. This will set out the rights and responsibilities of both parties. These may include factors like time limits, authorised repairers and transport costs.
Extended warranty

A business might offer to sell you an extended warranty. This extends the time for you to make a claim on an express warranty or a manufacturer’s warranty.

Extended warranties are optional. Your consumer guarantees may already entitle you to a repair, refund or replacement even if a warranty period is over. **Don’t pay for something that is already your legal right.**

A business must be fair and honest. They are not allowed to:

› put undue pressure on you to buy an extended warranty
› use unfair tactics to sell it to you
› mislead you about your legal rights.
Buying products

If you make a major purchase of a product, it’s important to know your rights so that you can get the best deal.

Visit [www.qld.gov.au/fairtrading](http://www.qld.gov.au/fairtrading) to learn more about buying:

› mobile phones and apps
› gift cards or vouchers
› group buying
› petrol.

Online information includes tips on preparing to buy, making the purchase, protecting yourself and how to resolve disputes.

Auctions and private purchases

**Auctions**

Statutory warranty rights do not cover products bought at auction. Products sold by auction are sold ‘as is’. You are responsible for checking that the products are of an acceptable standard.

Visit [www.qld.gov.au/fairtrading](http://www.qld.gov.au/fairtrading) or read the Car Smart guide to learn more about vehicle auctions.
Private purchases

Many consumer guarantees do not apply if you buy goods from a private person, rather than through a commercial store. They do guarantee that products:

› are legally theirs to sell
› do not have any undisclosed money owing on them
› come with the right for you to own them and use them.

Private sales include those made through newspaper classifieds, garage sales or online forums (such as eBay) where you are buying from a private person.

Private sales are usually a ‘verbal contract’ between the buyer and seller. However, a breach of a verbal contract is difficult to prove. If you have lost money buying privately, contact a solicitor for legal advice.
Buying services

Before you buy a service, you should make sure you clearly understand:
› your needs and budget
› the type of service being offered by the supplier
› the terms of any contracts or agreements (before you sign them).

Visit www.qld.gov.au/fairtrading to learn more about buying services such as:
› gym memberships
› travel services
›funerals (including pre-paid funerals)
› car rentals
› introduction services.

Online information includes tips on considering your service needs. It also recommends a few helpful websites to help you decide which supplier can best service your needs.
Make sure you are aware of common scams and how to protect yourself. Visit the SCAMwatch website at www.scamwatch.gov.au for a list of common scams.

If an offer looks too good to be true, it probably is. There’s no such thing as a get-rich-quick scheme. The only people who make money are the scammers.

To protect your bank account:
› never give money, credit card details or online account details to anyone you don’t know and trust
› keep your receipts
› regularly check your bank account and credit card statements
› report any unexplained transactions to your bank.
› keep your bank cards safe
› make sure nobody else knows your personal identification number (PIN).
To protect yourself online:
› always check that you’re on a secure website before making a payment
› make sure that any website you visit to make transactions (such as your bank or online shopping provider) has the correct website address in the address bar, including the correct extension (such as ‘.com.au’)
› never click on any links or open any attached files in a spam email
› always keep strict privacy settings on social networking sites
› don’t respond to text messages or missed calls that come from numbers you don’t recognise.

If you have been the victim of a scam, visit www.qld.gov.au/fairtrading to report it or to lodge a formal complaint.

Unfortunately, Queensland’s laws often cannot protect victims of scams if the scam originated outside of Australia. Visit www.econsumer.gov for more information.
Visit www.qld.gov.au/fairtrading for more information on:
› lottery and competition scams (fake prizes)
› chain letter and pyramid scams
› investment (get-rich-quick) scams
› money transfer requests (‘Nigerian’ scams)
› banking and online account scams
› identity theft scams
› internet scams
› mobile phone scams
› health and medical scams
› job and employment scams
› other scams.
Lodge a complaint

Follow these simple steps to lodge your complaint:

**Step 1**

**Try to resolve your complaint directly with the business first**

Call, email or write to the business about your complaint.

Visit [www.qld.gov.au/fairtrading](http://www.qld.gov.au/fairtrading) to see some sample complaint letters and tips for getting what you want. If you are not satisfied with the business’s response, or if they do not respond, continue to step 2.

**Step 2**

**Refer your complaint to the relevant industry association**

Many businesses belong to an industry association with its own internal complaint-handling process.

Visit [www.qld.gov.au/fairtrading](http://www.qld.gov.au/fairtrading) for a contact list of industry associations that may be able to help you. If you are still not satisfied with the response, continue to step 3.
Step 3

Understand how complaints are handled

If you are unable to resolve your complaint with the relevant industry association, you can complain to the Office of Fair Trading. It is important to understand the complaint handling process before you do so.

Visit www.qld.gov.au/fairtrading to learn about the way your complaint will be handled. Once you understand how complaints are handled, continue to step 4.

Step 4

Make an official complaint to the Office of Fair Trading

You can lodge your complaint as:

› a general complaint
› a complaint about an unsafe product.

You can lodge your complaint online by using the interactive form on the Office of Fair Trading website. Visit www.qld.gov.au/fairtrading to access the online complaint form.
Interpreting and relay services

For the national relay service for sight and hearing impaired phone 13 36 77. For interpreting services phone 13 14 50.

Arabic
الخدمة الإيقاعية للسمع وال Parses 13 14 50.

Bosnian
Za prevodilacke usluge nazovite 13 14 50.

Dinka
Koɔr ba jam ne thɔndu ke yi yup telepuun 13 14 50.

German
Dolmetscherdienst unter Nummer 13 14 50 erreichbar.

Greek
Για υπηρεσίες διερμηνείας τηλεφωνήστε στο 13 14 50.

Hindi
द्विभाषीय सेवाओं के लिए फोन करें 13 14 50.

Italian
Per avere un interprete chiamare il 13 14 50.

Japanese
通訳サービスは電話番号 13 14 50 へおかけください。

Korean
통역 서비스를 원하시면 13 14 50 으로 전화하십시오.

Samoan
Mo auaunaga a faamatala’upu telefoni le 13 14 50.

Simplified Chinese
若欲取得口译服务，请您拨打 13 14 50.

Traditional Chinese
若欲取得口譯服務，請您撥打 13 14 50.

Spanish
Para servicios de interpretacion llame al 13 14 50.

Vietnamese
Muốn sử dụng Dịch vụ Thông Ngôn điện thoại số 13 14 50.
This smart guide contains essential information about buying products and services in Queensland. You can find more information at www.qld.gov.au/fairtrading

There are other fair trading smart guides:

➤ **Car smart**: A pocket guide to buying and owning a vehicle in Queensland

➤ **Property smart**: A pocket guide to buying and selling real estate in Queensland

Office of Fair Trading
www.qld.gov.au/fairtrading
Phone: 13 QGOV (13 74 68)
Email: BrisbaneOFT@justice.qld.gov.au

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