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That present has just got to go back - but will the shop take it?

In the current economic climate, you may find retailers are unwilling to offer a refund on unwanted goods. So, it is vital to know your rights

Peter Davy
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With high-street stores facing what for many will be their worst year of trading, you should get a warm greeting if you pop to the shops in the coming months. But if you're returning some Christmas gifts, you might find that swiftly turns a bit chilly.

The big names probably won't want to hurt their reputations, but in the present climate some stores will be reluctant to lose sales they have already banked. As John Field, a centre manager at the government-funded advisers Consumer Direct, puts it: "There could be a little less goodwill around."

In any case, it makes sense to know the law in advance. It matters if you are returning a gift, since technically the shop's contract is with whoever bought it and it could insist on dealing with them. Most are unlikely to push this point, but they may insist on a receipt or other proof, such as a credit card bill, that the goods were purchased there.

So, what are your rights? It depends. On one hand, if the product is damaged, doesn't work properly or doesn't match up with how it was described, you're fairly well protected. However, if you just don't like it, it doesn't fit or you've changed your mind, you don't have any rights at all.

Take the example, says Field, of a pair of trousers marked as having a 34-inch waste that you find don't fit. If you measure them and the waste is actually 32 inches, you're entitled to take them back.

If they're labelled correctly and you've just eaten too many mince pies, you're stuck with them. "The central point is that there has to be something wrong with the product," he says.

Of course, many big stores have generous returns policies (see box), but in the absence of that you're at their mercy. The only exception is buying online.

Whether you can demand a refund also depends on several factors: if the goods are faulty and you return them in reasonable time, you can insist on one.

How long is reasonable depends on the product, but for most you're looking at a maximum of 28 days. "In fact, more than two or three weeks and you're pushing it," reckons Chris Warner, a lawyer at Which?.

Even after that the shop still has to repair or replace the goods without charge or, if this would be unreasonable, offer a partial refund. That's useful only for things that go wrong after a short time. In the first six months of a product's life you don't even have to prove it was faulty when you bought it. After that you can still claim - even beyond the warranty period - but it may be more of a fight.

"You're entitled to expect goods to be reasonably durable," says Geoffrey Woodroffe,

author of Consumer Law and Practice (Sweet & Maxwell).

If you buy through a catalogue or online, you also have an extra cooling-off period - seven working days from the day of delivery - to change your mind and ask for a refund even if there's nothing wrong with the goods.

On eBay, things are a little more complicated. If you're buying from a business, it's the same as anywhere else. If you're buying from an individual, though, you only have minimum rights - just that the goods are as they were described. The trouble is that it's not always easy to know who the seller is.

If the retailer has gone bust, getting a refund can be tricky. Usually, you'll have to apply to the receiver as an unsecured creditor, in which case you're unlikely to get your money back. However, if the product cost more than £100 and you paid by credit card, you can claim against the card company.

If you want to boost your chances of getting your money back, it can be helpful to quote the relevant statutes, even if this idea sounds a bit geeky.

"If you go in able to quote chapter and verse so they can see you know your rights, they're less likely to try to wriggle out of it," says Sarah Clark, a former Trading Standards adviser who now writes for the Consumer Rights Expert website.

Here, then, are the relevant pieces of legislation:

- The Sale of Goods Act 1979 (as amended): the foundation of most of the consumer's rights. Goods must be of satisfactory quality; as described and fit for purpose.
- The Sale and Supply of Goods to Consumers Regulations 2002: an addition to Sale of Goods Act.

It provides that if a fault develops in the first six months after purchase it's up to the retailer to prove it wasn't faulty when they sold it. In practice, it means you are likely to be entitled to a repair or replacement.

- Distance Selling Regulations 2000: the one to quote to online retailers if you change your mind about the purchase within seven working days of delivery.
- Consumer Credit Act 1974: makes credit card companies liable for purchases over £100.

Company policy

- **Marks & Spencer:** Once famous for its "easy-refund" policy regardless of the purchase date, M&S is still one of the most generous in the business: 90 days from the date of purchase, so long as the item is unused, in its original packaging and in a resaleable condition, for a refund or exchange.
- **John Lewis:** Returns in a reasonable time (usually 28 days) in undamaged packaging for a refund or exchange.
- **Debenhams:** Unused and in a saleable condition within 28 days of receipt for a full refund.
- **Boots:** Full refund with receipt except for food, cosmetics or medicine.
- **Amazon:** Usually 30 days from purchase. Any items purchased and dispatched from 1 November to 31 December, 2008 may be returned any time before midnight on 31 January for a full refund.

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