

# **Buying Goods and Services**

Before buying goods or services allow time to shop around and compare prices. Ensure that you can afford the item, check that the price given is the total price, including V.A.T., and there are no extra costs such as delivery. Legally the seller does not have to refund your money unless the item is faulty, although many will refund money or allow you to exchange if an item does not fit for the sake of customer relations.



## **Buying Goods**

When you are buying goods in a shop or street market you and the seller are making a legal contract. You have the same rights when you buy something in a sale; however sales goods can be sold with a defect. If the defect has been pointed out at the time of the sale you can not then expect a refund.

You have the same rights when buying second hand goods as you do when buying new ones. You can still claim your money back if they are faulty unless the fault was pointed out at the time of the sale or it is something to be expected with second hand items.

The goods you buy must:

- Be of a satisfactory quality and be safe.
- Not be damaged or defective unless the person selling them points out the fault to you.
- Be fit for the purpose for which you are buying them.
- Be as they were described by the seller or on the packaging or display.

## Private Sales

You have fewer rights when buying from a private seller. It is therefore advisable to take someone with you to act as a witness.

Beware of traders who pose as private sellers, this is illegal,

#### **Buying at an Auction**

When buying goods at an auction it is usually difficult to withdraw from the sale once the auctioneer's hammer has fallen and the auction house could refuse to take responsibility for the quality of the goods sold. Check the catalogue for any conditions of sale and if possible, check the item prior to bidding.



### **Buying a Service**

When you are buying a service, such as taking your car to be repaired, you have the right to certain standards.

- The job should be done to the proper standard of workmanship.
- The work should be completed within a reasonable time frame.
- You should always ask the price before authorising the repairs, it is a good idea to shop around and compare prices first, get at least three quotations for comparison purposes.
- When you are given the price ask whether it is an estimate or a quotation, ensure it is put in writing and check whether it includes V.A.T. An estimate is a rough price; a quotation for a fixed price is binding.

#### Shopping from Home

When shopping from home you have additional rights:

- You can cancel the goods within seven days of receiving them.
- You can cancel most services within seven working days after the trader has agreed to carry out the service. This right might be lost once the service has begun.
- There are some contracts that you can not cancel such as perishables, personalised items and holidays.

#### Using Credit to Pay

If you use your credit card or credit not supplied by the shop you may have extra protection. This applies if the item cost more than £100. If the item you buy does not work you may be able to claim from the credit company who are equally responsible for any claim you have against the shop.

If you are in dispute over an item do not stop your repayments as this could result in the credit company taking action to recover your payments.