

Home shopping

What the law says

When you buy goods or services by post, telephone, fax or through the internet, from someone who is selling in the course of a business, you have the same rights as if you had bought them in a shop. The laws say the goods must:

- **match their description.** This means they must be as described by the seller. This includes any description on the label. For example, if an advert describes a jumper as being made from pure wool, it must be made from pure wool. In most circumstances, it also means that they must conform to any advertising claims made about them
- **be of satisfactory quality.** This means the goods must meet the standards that any reasonable person would expect, taking into account the description, the price and all other relevant information. This includes the appearance and finish of the goods, their safety and durability and whether they are free from defects, including minor faults. The goods must also be fit for their purpose, which means you must be able to use them for the purposes you would normally expect from this type of product. It also means that the goods must conform to any specific requirement you have mentioned to the seller. For example, if you ask the trader on the telephone whether a computer game is compatible for your particular computer, that must be the case.

Criminal offences

It is a **criminal offence** for a trader to sell you goods which are **unsafe**, which do not match their **description**, or which have been advertised at a misleading **price**. This is not the case, however, if you bought the goods from a private individual. It may also be a criminal offence if a trader contacts you persistently when you've already told them you're not interested. If you think a criminal offence has been committed, you should report the matter to Consumer Direct on 0845 404 0506.

You have additional rights when you buy without meeting the seller face to face. These include the right to:

- **clear information before you decide to buy**, including the name of the seller and the price of the goods including any 'extras' like VAT or delivery charge. If you pay any money before the goods are delivered, the seller must give you their full postal address. The information must be in writing and can be in a letter, fax, e-mail, advert or website; *and*
- **cancel your order** at any time up to seven working days after you received the goods – see below; *and*
- have the goods **delivered within 30 days** of your order *unless* you and the seller agreed otherwise. If the seller later finds they can't deliver

- within this time, they must tell you and give you the option of cancelling and getting a full refund; *and*
- **protection from fraud if you pay by a credit, debit or store card.** If someone makes dishonest or fraudulent use of your payment card, you can cancel the payment and the card issuer must refund **all** the money to your account. You must inform the company that issues the card as soon as you suspect that someone else is using the card; *and*
 - **keep or dispose of any goods you received but have not ordered.** If a seller demands payment for **unsolicited goods**, you don't have to pay for or return the goods. You could also report the matter to Consumer Direct on 0845 404 0506 as the seller may have committed a criminal offence.

These rights **do not** apply when you buy:

- **financial services** such as insurance or banking. However, you may have other rights when you buy some types of financial service over the internet, for example, certain types of loan
- **timeshare agreements**
- services such as **accommodation, catering or leisure services** which are ordered for a specific date or period; *or*
- **food or drink** from a delivery service.

Cancellation

When you buy goods or services without meeting the seller face-to-face, you also have rights, in most cases, to a cooling-off period of seven working days. This means that if you cancel within this time, you will not have to pay anything. You **cannot** cancel if, for example, you buy goods which were made to order or perishable, newspapers, software, or audio or video recordings which have been unsealed. You may also lose the right to a cooling-off period if you bought a service and agreed to it being started within seven days of signing the contract.

Electronic commerce

In addition to the rights mentioned above, there are other rules which apply to traders which sell using electronic commerce (e-commerce). E-commerce includes selling by email, on the internet, interactive TV, or by sending and receiving written information on a mobile phone. All traders based in the UK must follow these rules even if the customer is in a different EU member state when buying the goods or services. There are a few exceptions (for example, betting or lotteries where a stake is wagered) but generally all electronic promotional material must contain certain information and must be correctly presented. It must, for example, identify the trader who sent the message, and you must be given in a permanent, easily accessible way, the name of the trader, a postal address and an email address. The price of goods must state whether it includes tax and delivery costs. The trader usually has to provide a facility that allows you to identify and correct any errors that were made when inputting the order.

If the seller is based **outside the UK**, but in another member country of the **European Union**, you may have the same or similar rights to those that you have when you are buying from a seller based in the UK. If the seller is based in a country **outside the European Union**, your rights will depend on what the law says in that country.

All adverts, including those for mail order goods, have to be **legal, decent, honest and truthful**. If you feel an advert does not meet these standards, for example, because it contains misleading information about the goods, you can complain to the **Advertising Standards Authority** (see below).

If the goods don't arrive

If the goods aren't delivered by the **agreed date** or **within thirty days**, you have the right either to cancel the order and get your money back or ask for a replacement.

If you **paid for the goods in advance** and the seller **has gone out of business**, you might get your money back if the seller is a member of the Safe Home Ordering Protection Scheme (SHOPS) or the Periodical Publishers Association (PPA) schemes. Check the advert to see if it has the logo of one of these associations. If it does, write to the **advertising manager** of the publication within three months of the date of the publication, giving the seller's name and address, the publication date of the newspaper or magazine, the date you placed the order, how much you paid and a summary of any action you have already taken.

If you paid for the goods by **credit card** or the trader introduced you to a credit deal, and the goods cost more than £100 and less than £30,000, the company who provided the credit is likely to be **equally liable** for any breach of contract.

What to do if the goods are faulty

Refund

If the goods are **damaged** when they are delivered or are **substantially different** from their description in the advert or catalogue, you have a right to ask for a full refund, including the cost of all postage and packaging. Faulty goods are not subject to the usual time limit for returns but you should contact the seller as soon as you become aware of the fault.

Replacement or repair

If the goods are faulty and you reject them promptly you **don't have to agree** to a replacement or repair. If you have had the goods some time before you notice the fault you would normally have lost your right to a refund and would be entitled to have the goods replaced or repaired free of charge. The repair should be carried out within a reasonable time and restore the goods to a satisfactory condition. If the goods cannot be replaced or repaired, you would be entitled to either a full or a partial refund. If you have had the goods some time, the seller may be entitled to offer you less than the purchase price to take into account the use you have had from them.

Compensation

You may be entitled to compensation if:

- the contract has been broken (**breach of contract**), for example the goods don't match their description or are not of satisfactory quality or fit for their purpose; *or*
- you have incurred **additional expenses** or **inconvenience** because of negligence or a breach of contract, for example, a freezer you have bought from a mail order company turns out to be faulty and you have the expense of replacing frozen food when it breaks down; *or*
- someone has been injured because the goods were **unsafe**. In these circumstances, you should contact Consumer Direct on 0845 404 0506 before returning the goods to the seller. **You should always take legal advice before accepting an offer of compensation for personal injury**; *or*
- the seller has made a **false statement** about the goods to persuade you to buy them. If the goods have been advertised in a misleading way, you can also complain to Consumer Direct on 0845 404 0506 and to the **Advertising Standards Authority** (see below); *or*
- you have accepted a **repair** which has turned out to be **unsatisfactory**.

The amount of compensation you will be entitled to depends on how serious the breach of contract is and could include the cost of replacing the goods or the cost of a repair.

How to solve your problem

Once you have decided what your rights are, you will need to contact the seller and the credit company, where appropriate. The following steps should help you to solve your problem:

- **stop using the goods**
- **if someone has been injured** or you suspect that the trader may have committed a criminal offence (see above), contact Consumer Direct on 0845 404 0506

- **otherwise, contact the seller or the credit company, where appropriate, as soon as possible after discovering the fault.** If you telephone, make a note of the call and follow it up with a letter. Explain the problem and ask for what you want, a **refund, replacement, repair or compensation**. Send **copies** of your **proof of purchase**
- **if you return goods**, it is a good idea to send them by **recorded delivery** and, if the goods are particularly valuable, to take out insurance because it is the buyer's responsibility to trace the goods if they are lost and to claim compensation for any damage or loss. Ask the seller the best way to return the goods. Some sellers will make arrangements to come and collect the goods themselves.
- **consider using a conciliation or mediation service** to resolve your complaint. Find out whether the firm is a member of the **Direct Marketing Association (DMA)**, or a similar **trade association** and, if so, whether it has a conciliation or mediation service. Conciliation is usually free. You would normally pay for an arbitration service and any decision may be **legally binding**, which means you cannot take legal action to resolve the problem at a later date. If you would like more information about the implications of using these services, contact the appropriate trade association.
- **if you decide not to use conciliation or mediation** and the matter is still not resolved, write to the seller and the credit company, where appropriate, repeating your complaint and giving them fourteen days to solve the problem otherwise you will consider taking legal action. Send the letter by **recorded delivery** with a copy to the head office of the firm, if applicable. **Keep copies** of all your letters and a note of any phone conversations you have in connection with the problem
- **if the seller makes you an offer**, you can either **accept or continue to negotiate**. Be realistic about what you will accept. You may not get a better offer by going to court
- **if the seller doesn't respond**, refuses to do anything, or makes a final offer you are unwilling to accept, your only other choice is to go to court. **Remember court is your last resort**. Before starting court action, you need to consider whether you have sufficient **evidence**. You also need to find out if the seller is **solvent**. It is not worth suing someone who has no money. **If you have lost money because of faulty goods, don't waste money on a case you can't win.**

Organisations that deal with complaints about mail order

The Direct Marketing Association (DMA)

Many of the companies which advertise through direct marketing, which includes book and music clubs, charities, motoring associations and companies which advertise through inserts placed in magazines or papers, belong to the DMA. DMA run an independent arbitration scheme, which you can use if you cannot resolve the problem directly with the trader. There is a small charge for using the scheme, although this would be refunded if the arbitration finds in your favour. The contact number of DMA is **020 7291 3300**.

Advertising Standards Authority (ASA)

All mail order advertisements which appear in the UK (except those on TV and radio) have to observe the British Codes of Advertising, Sales Promotion and Direct Marketing which say that adverts must be legal, decent, honest and truthful. It may also be a criminal offence if a mail order advertisement describes goods or services in a misleading way in order to sell them. The contact number of the ASA is **020 7492 2222**.

Other CAB fact sheets that might be helpful

- Buying goods and services within Europe
- Credit
- Safety
- Alternative dispute resolution
- Goods
- Services
- Starting court action
- Timeshare

This fact sheet is produced by [Citizens Advice](#), an operating name of The National Association of Citizens Advice Bureaux. It is intended to provide general information only and should not be taken as a full statement of the law on the subject. Please also note that the information only applies to England, Wales and Scotland.

This fact sheet was last updated on 19 August 2011 and is reviewed regularly. If it is some time since you obtained this fact sheet, please contact your local Citizens Advice Bureau to check if it is still correct. Or visit our website - www.adviceguide.org.uk - where you can download an up-to-date copy.