

Buying over the internet

What the law says

When you buy goods over the internet from a UK based company, you have the same rights as if you had bought them from 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 a pair of trousers are described as being leather, they must be leather. In most circumstances, it also means that they must conform to any advertising claims made about them; *and*
- **be of satisfactory quality.** This means the goods must meet the standards that any reasonable person would expect. This includes their condition (whether they are safe and free from minor faults), appearance and finish. The goods must also be fit for their purpose, which includes what you would normally expect from the goods in question and also anything that you have specifically pointed out for the seller. For example, if you were buying computer software and asked whether it would work on your particular computer, it should do so, otherwise the seller would be at fault.

In addition, if the seller sells the goods in the course of a **business** (rather than a private sale), a **criminal offence** may have been committed if the goods are **unsafe**, or their **description** or **price** is false to a material degree. If you feel this may be the case you should report the matter to Consumer Direct on 0845 404 0506.

You may have additional rights when you buy over the internet, including 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 also give you their full postal address. This information must be written and can be in a letter, fax, e-mail or on the website; *and*
- **cancel your order** at any time up to seven working days after you received the goods and get your money back, although you might have to pay for the return of the goods. You **cannot cancel** if, for example, the goods were made to order, perishable, newspapers, or software, audio or video recordings which have been unsealed. You may also not be able to cancel if you have a service (for example the installation of a fitted kitchen) which you agree to have completed before the seven day cancellation period is up; *and*

- have the goods **delivered within 30 days** of your order *unless* you and the seller agreed otherwise. If the seller later realises they cannot 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.

These rights **do not** apply, for example, when buying:

- **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
- **food or drink** from a delivery service; *or*
- goods at an **on-line auction**.

If you used your **credit card** to pay for the goods and they cost more than £100 and less than £30,000, the credit card company may have **equal liability**, even if the company is not based in the UK.

When you buy goods over the internet, your rights depend on what the law says **in the country where the company is based**. If the seller is based in a **European Union** country, you may have similar rights as if the company is UK based.

If there is anything on the site that is **misleading, indecent or dishonest** you can also complain to the **Advertising Standards Authority** (see below).

What to do 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.

Your rights if the goods are faulty

Refund

If the goods are **damaged** when they are delivered or are **substantially different** from their description on the website, you are entitled to ask for a full refund, including the cost of all postage and packaging. Faulty goods are not subject to the return time limit, but you must contact the seller within a reasonable period.

Replacement or repair

If the goods are faulty and you return 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. 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 a refund or the cost of buying the goods elsewhere. 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 breach of contract or negligence, for example, there is an electrical fault on a toaster you buy over the internet and this starts a fire, damaging other property; *or*
- someone has been injured because the goods were **unsafe**. In such circumstances you should contact Consumer Direct on 0845 404 0506 before returning the goods to the seller. **Always take legal advice before deciding whether to accept an offer of compensation for personal injury**; *or*
- the seller made a **false statement** about the goods to persuade you to buy; *or*
- you have accepted a **repair** which has turned out to be **unsatisfactory**.

The amount of compensation you are entitled to will depend upon the seriousness of the breach of contract and could include the cost of replacing the goods or having the goods repaired.

How to solve your problem

Once you have decided what your rights are, contact the seller. The following steps should solve your problem:

- **stop using the goods**
- **find your proof of purchase**. A credit card statement, copy of your email order or confirmation you received from the seller will do
- **if someone has been injured** or you think that the trader may have committed a criminal offence (see above), contact Consumer Direct on 0845 404 0506

- **contact the seller and the credit company, if applicable, as soon as you discover the fault.** If you ring or email, make a note of what was said. Follow it up with a letter and enclose copies of your proof of purchase. Explain what the problem is calmly but firmly and ask for what you want, a full refund, replacement, repair or compensation
- **if you cannot contact the seller**, for example, because the email or website address has become unavailable, you could ask your internet service provider for help tracking down the seller or ask other surfers for help by posting a message in a relevant newsgroup or chat room
- **write to the owner/manager of the company repeating your complaint and the steps taken to resolve it.** Say you are giving them fourteen days to resolve the problem after which you will consider taking legal action. Send the letter by **recorded delivery** with a copy to the head office of the company, if there is one. **Keep copies** of all your letters and a note of any phone conversations you have in connection with the problem
- **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 the company is not UK based, it may be very difficult to take legal action or enforce any award (although you may be able to take proceedings against a credit company alone if the price of the goods was over £100). **If you have lost money buying things on the internet, don't waste money on a case you can't win.**

Organisations that deal with complaints about internet sellers

Advertising Standards Authority (ASA)

UK websites are considered to be adverts and therefore 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 the website describes goods in a misleading way in order to sell them. The contact number of the ASA is **020 7492 2222**.

Further help

Citizens Advice Bureau

Citizens Advice Bureaux give free, confidential, impartial and independent advice to help you solve problems. To find your nearest CAB, including those that give advice by e-mail, click on [nearest CAB](#), or look under C in your phone book.

Other fact sheets on Adviceguide which might help

- Buying goods and services within Europe
- Credit
- Safety
- Starting court action
- Buying at auction
- Goods
- Services
- 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. The information applies to England, Wales and Scotland.

This fact sheet was last updated on 1 August 2007 and is reviewed on a monthly basis. 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.