

Customer rights

Anyone can talk to a lawyer for free at Tasmania Legal Aid.

To get free legal information call 1300 366 611, drop into our Hobart or Launceston office (no appointment necessary) or use the Legal Talk chat function on our website. We are open Monday to Friday, 9am to 5pm.

A lawyer can listen to your story and help identify the next steps you can take.

If something you buy isn't right or doesn't work, the law may give you a right for an exchange or refund.

What does the law say about things I buy?

When you buy something it should be:

- free from defects
- fit for the purpose for which you bought them
- of a basic quality, bearing in mind the price you have paid, and any description of the goods given to you by the seller
- safe and free from hazard – it shouldn't cause an accident when used properly.

What I bought isn't working – what do I do?

If the goods you have bought fail any of the tests set out above, then you have the right to complain to the seller. Be clear about what you want the seller to do about the situation – do you want a refund? Do you want a replacement? Or a partial refund? Or something else? If you can't resolve the problem with the retailer at this stage, you should seek advice from the Office of Consumer Affairs and Fair Trading or a lawyer.

When can I get a refund?

You are entitled to a refund if the goods bought by you are faulty or damaged, unfit for the purpose for which you bought them, do not match the description given to you, or do not match the sample you were shown.

You are not entitled to a refund if you have changed your mind about buying the goods, you have found the item cheaper elsewhere, you discover that you can't afford them, you knew the goods had a fault and purchased them anyway, or you have damaged the goods yourself.

What warranty do I have?

All goods come with what is called a 'statutory warranty'. That is, the law says that you can have a refund if what you bought:

- is not reasonably fit for the purpose you bought them
- does not match a description given to you
- is not of a reasonable quality, bearing in mind the price and description.

In addition, some retailers and manufacturers offer what is called a 'voluntary warranty'. This is where they agree to fix problems or replace goods within a certain time limit. For example, many cars now come with a 3-year/100,000-kilometre warranty. If a seller refuses to follow a statutory or voluntary warranty, then it would be best to obtain advice from the Office of Consumer Affairs and Fair Trading or a lawyer.

What about lay-by?

This is a very popular method of buying goods. Stores don't need to offer lay-by, but if they do, then the following rules should be followed:

- the goods you are buying should be put aside for you
- the seller or store should give you a copy of the terms of the lay-by agreement, including the following information: the amount of the deposit; the period over which instalments are to be made; the date by which all payments have to be made; penalties which can be applied if you fail to make payments or want to cancel the agreement; and the person responsible for insuring the goods.

The seller can't change the price of the goods during the lay-by period. If you don't follow the terms of the lay-by agreement, then the seller can cancel the agreement, return the goods to the shelves and retain a portion of the money paid by you to cover expenses associated with the lay-by. You do not own the goods until the purchase price of the goods has been paid in full.

What about door-to-door sales?

Special laws apply to people who try to sell goods door-to-door. The most important thing to know is that there is a 10-day 'cooling off' period from when you agree to buy any goods. During this time, you can change your mind. The seller can't accept payment from you or deliver the goods to you until this 10-day period is over.

For more information on consumer rights, including specific guarantees, see the [Australian Competition and Consumer Commission's website](#).

This is written for people who live in or who are affected by the laws of Tasmania, Australia. The law changes all the time – this information is not legal advice. If you have a legal problem, you should talk to a lawyer before making a decision about what to do.