

# Your rights when shopping

**This guide to your rights when shopping answers many common consumer questions and explains your rights under the Australian Consumer Law (ACL).**

## What if a supermarket scanner charges me too much?

Under the ACL if an item is listed at two different prices or scans at a different price to what is displayed, the seller can either sell the product at the lower price or withdraw it from sale. Some supermarkets follow a voluntary code of practice on check-out scanners. The code says that if the scanner charges you more than the shelf price for grocery items, you will be given the item for free. However, many smaller retailers do not follow this code.

## How can I avoid problems when making purchases over the Internet?

- Check that the trader has a physical address so you can contact them if there are problems.
- When dealing with a seller for the first time, phone or email them to get information about the products they sell.
- Do your homework – online forums can be a good source of information. Known scams may be found at [www.commerce.wa.gov.au/wascamnet](http://www.commerce.wa.gov.au/wascamnet)
- Don't buy on impulse – there WILL be other sales!
- Check freight or delivery costs and factor in the currency exchange rate. Find out if the goods attract sales tax or import duty and what methods of payment are accepted. That 'bargain' might not be as cheap as you think.
- Find out if there is after-sales service in Australia.
- Ask about delivery times – this may affect your buying decision.
- Remember that images may not give a true representation for example, the quality of a fabric.

## What is a cooling-off period?

You are entitled to a 10 business day cooling-off period, after you have signed a written contract valued at, or over, \$100, with a door-to-door seller or telemarketers.

Basically, this means you can cancel the contract within that time, if you give notice of your cancellation. The salesperson cannot accept any money, supply goods over \$500 in value or perform any service during the cooling-off period.

## When is a door-to-door trader allowed to come to my home?

Unless you have previously agreed, door-to-door sellers and telemarketers may call only on Monday-Friday, between 9am and 8pm and Saturday between 9am and 5pm. They may not visit or call on Sundays or public holidays.

## How do I avoid problems when signing a contract?

- Don't allow anyone to rush you into signing.
- Read all the terms and conditions.
- If there's anything you don't understand, get some independent advice before you sign.
- Never sign a blank contract or allow any details to be filled in later by the salesperson.
- Carefully choose your words if including your own conditions and requirements.
- Get a copy of the contract.

## When can I return a product?

- When the item has a fault you didn't detect while purchasing.
- When the item isn't the same as what was described or advertised.
- When the item is not suitable for the purpose for which it was bought.

## Are 'No Refund' signs legal?

No – and they cannot be displayed by shops.

It's actually an offence under the ACL for a seller to suggest that you have no right to your money back in any circumstances. Even if a shop displays such a sign, you still have a right to a refund if there is a major fault with something you buy.

## What type of remedy am I entitled to?

Your legal right to a remedy depends on whether the problem is a minor or major failure. A minor failure is one that can be repaired within a reasonable time and in this instance the supplier can choose to repair, refund or replace the product.

In the case that the failure is major - the product is significantly different to its description, substantially unfit for its normal purpose or unsafe - the choice of remedy is yours. You can return the product and get a refund or replacement, or keep the product and get compensation for the drop in value caused by the problem.

## How am I protected?

Consumer guarantees automatically apply to goods purchased by consumers. This means that stores must ensure products are of an acceptable quality, match their description and are fit for the purpose you express. Repairs and spare parts for goods must also be reasonably available.

Warranty against defects are often known as 'manufacturer's warranties' and entitle you to a remedy if the product has certain defects. From 1 January 2012, this guarantee needs to be expressed clearly in writing.

Express warranties ensure any extra promises a store or manufacturer makes about the quality, performance or features of a product are honoured.

Extended warranties are those you pay extra to extend for a period of time. The store must be able to explain clearly what it provides, over and above the rights you already have.

## Can the price of an item change once I have put it on lay-by?

No. Suppliers are required to put each lay-by agreement in writing and to give a copy of it to the buyer.

What if you change your mind or can't pay for a lay-by?

A lay-by is a legally binding contract. If you fail to pay off the lay-by, the trader can claim a termination fee which covers fair damages. The trader may claim costs involved with storing or re-selling the item.

## Can a retailer search my bag as I leave their store?

There is no specific law about bag checks. The Retail Traders Association of WA has, however developed an advisory code of practice. Under this code, if a store intends to check bags, a sign must be clearly displayed informing customers of this intention. Therefore, when you enter the store, you are agreeing to the terms of entry.

A retailer may not forcibly search your bag, but may detain you until police arrive if they suspect you of theft. They must be quite certain an offence has occurred because if you are wrongly detained you can consider legal action.

*Your rights when shopping* is available as a handy wallet-sized guide. If you would like us to send you one please contact Consumer Protection on **1300 30 40 54**.

## Contact

Contact us if you want to find out more about a specific situation or make a complaint.


Call: **1300 30 40 54**

National Relay Service: **13 36 77** for the hearing impaired

Email: [askus@dmirs.wa.gov.au](mailto:askus@dmirs.wa.gov.au)

Write to: Locked Bag 100 EAST PERTH WA 6892

 [AskUsCP](#)

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There is a template of letters and official complaint forms on our website [www.commerce.wa.gov.au/consumer-protection](http://www.commerce.wa.gov.au/consumer-protection)