

YOUR AUSTRALIAN CONSUMER LAW RIGHTS

- 1 All products and services purchased from us come with automatic guarantees under the Australian Consumer Law (**ACL**) that they will work and do what you asked for.
- 2 This means that if you buy something from us that is faulty, you have consumer rights and we cannot exclude or modify the consumer rights that you have.
- 3 Essentially, if a product or service you buy from us fails to meet a consumer guarantee (see points 4 to 6 below), you have the right to ask for a **repair, replacement or refund** under the ACL.
- 4 Consumer guarantees mean that:
 - (1) The products we supply must be of acceptable quality, that is:
 - (a) safe, lasting, with no faults
 - (b) look acceptable
 - (c) do all the things someone would normally expect them to do.
 - (2) Acceptable quality takes into account what would normally be expected for the type of product and cost.
- 5 Products we supply must also:
 - (1) **match descriptions** made by the salesperson, on packaging and labels, and in promotions or advertising
 - (2) **match any demonstration** model or sample you asked for
 - (3) be **fit for the purpose** we told you it would be fit for and for any purpose that you made known to us before purchasing
 - (4) come with full title and ownership
 - (5) not carry any hidden debts or extra charges
 - (6) come with undisturbed possession
 - (7) meet any extra promises made about performance, condition and quality, such as life time guarantees and money back offers
 - (8) **have spare parts and repair facilities available** for a reasonable time after purchase unless you were told otherwise.
- 6 Services we supply must:
 - (1) be provided with **acceptable care** and skill or technical knowledge and taking all necessary steps to avoid loss and damage
 - (2) be **fit for the purpose** or give the results that you and the business had agreed to
 - (3) **be delivered within a reasonable time** when there is no agreed end date.

- 7 Consumer guarantees on products and services also apply to:
- (1) bundled products and services
 - (2) gifts with proof of purchase
 - (3) sale items
 - (4) online products and services bought from Australian businesses
 - (5) second-hand products from businesses, taking into account age and condition.
- 8 The remedy you're entitled to will depend on whether the fault is a major or minor fault.
- Minor fault with your product or service*
- 9 If you have a **minor problem** with a product or service (that is, the product we supplied to you fails to meet the consumer guarantees referred to in points 4 to 6 above), we must either repair, replace (with a good of identical type) or refund the amount you paid for the product.
- 10 We can choose to give you a free repair instead of a replacement or refund.
- 11 If we chose to repair a faulty product, the fault must be something that can be repaired. Repairs must be completed within a reasonable time.
- 12 If we fail to give you a free replacement or refund, or cannot repair the fault within a reasonable time you can:
- (1) get it done elsewhere and pass on the reasonable costs to the business
 - (2) ask for a replacement
 - (3) ask for a refund
 - (4) recover compensation for the drop in value below the price paid.
- Major fault with your product or service*
- 13 If you have a **major problem** with a product we supplied, you have the right to ask us for a replacement or refund. For a major problem with a service, you can choose to receive compensation for the drop in value below the price paid, or a refund.
- 14 A product or good has a major problem when:
- (1) it has a problem that would have stopped someone from buying it if they'd known about it
 - (2) it is unsafe
 - (3) it is significantly different from the sample or description
 - (4) it doesn't do what the business said it would, or what you asked for and can't easily be fixed.

- 15 A service has a major problem when:
- (1) it has a problem that would have stopped someone from buying it if they'd known about it
 - (2) it is substantially unfit for its common purpose and can't easily be fixed within a reasonable time
 - (3) it does not meet the specific purpose you asked for and cannot easily be fixed within a reasonable time
 - (4) it creates an unsafe situation.

Returning the Product

- 16 You are entitled to return a product to us if you believe that it is faulty.
- 17 You are however responsible for returning the product if it can be posted or easily returned (we will pay the postage if you are entitled to a remedy). If the product is too big or too heavy to remove, or if the product is purchased through our online website, we will organise shipping for you or arrange collection of the product within a reasonable time of being notified of the problem.
- 18 You **do not** have to return products to us in the original packaging in order to get a refund.
- 19 If the product is genuinely found **not** to be faulty, you may be required to pay the transport or inspection costs. An estimate of these costs will be provided to you before the product is collected.

Approaching the retailer or manufacturer

Retailers

- 20 The retailer who sold you the product or service can't refuse to give you a remedy for the faulty good or service.
- 21 The retailer also cannot suggest that you should deal with, or go to, the manufacturer for a remedy or that the fault with the good or service is not the retailer's issue.
- 22 The remedies you can seek from the retailer who sold you the product include a repair, replacement or refund and in some cases compensation for damages and loss.

Manufacturers

- 23 You can approach the manufacturer directly, but you will only be entitled to recover your costs from them which include an amount for reduction in the product's value and in some cases compensation for damages or loss. You cannot demand a repair, replacement or refund from the manufacturer.

When you may not be entitled to a remedy

- 24 Consumer guarantees do not apply if you:
- (1) got what you asked for but simply changed your mind, found it cheaper somewhere else, decided you did not like the purchase or had no use for it
 - (2) misused a product in any way and this caused the problem

- (3) knew of or were made aware of the faults before you bought the product
- (4) asked for a service to be done in a certain way against the advice of the business or were unclear about what you wanted.

25 Your consumer rights to a repair, replacement, refund, cancellation or compensation do not apply to items you plan to on-sell as a business.

This notice has been prepared using material published by the Australian Competition and Consumer Commission (**ACCC**).

For more information about your ACL rights contact:

ACCC Infocentre 1300 302 502 or www.accc.gov.au