



CONSUMER RIGHTS



A Quick Summary

A consumer is entitled to the following if a product or service supplied is defective:

REFUND

- In effect the consumer may reject the good within first 30 days (s22) – obtain a refund s20
- The practice should bear the cost of the return
- Refund to be processed within 14 days and via means of payment s19 (15)

REPLACEMENT

- If the consumer opts for a replacement, the 30 day period to reject the goods is halted while that replacement is provided or repair undertaken
- If after one repair, the product is not of satisfactory quality (i.e does not deliver what was promised under the contract), then the consumer is entitled to a refund (s24 (5)) or request further repairs.

A PARTIAL REFUND

- The reduced price should reflect the elements or extent to which the product does not meet the contractual requirements.
- Where the purchase is made online, there are additional consumer rights regarding entitlement to reject the goods.

WHAT DOES 'DEFECTIVE' MEAN?

- The product is not of satisfactory quality (s9)
- Fit for purposes (general purpose or specific purpose made known to the practice)
- Appearance and finish
- Free from minor defects
- Safe
- Last for a reasonable time
- Taking into account price, description and relevant circumstances

If problem arises in first six months, then presumption that defect was present at the time of the supply (s19 (14)).

