

Consumer Rights

A Quick Summary



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

1. 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)

2. 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.

3. 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)

- a. Fit for purposes (general purpose or specific purpose made known to the practice)
- b. Appearance and finish
- c. Free from minor defects
- d. Safe
- e. Last for a reasonable time
- f. 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))