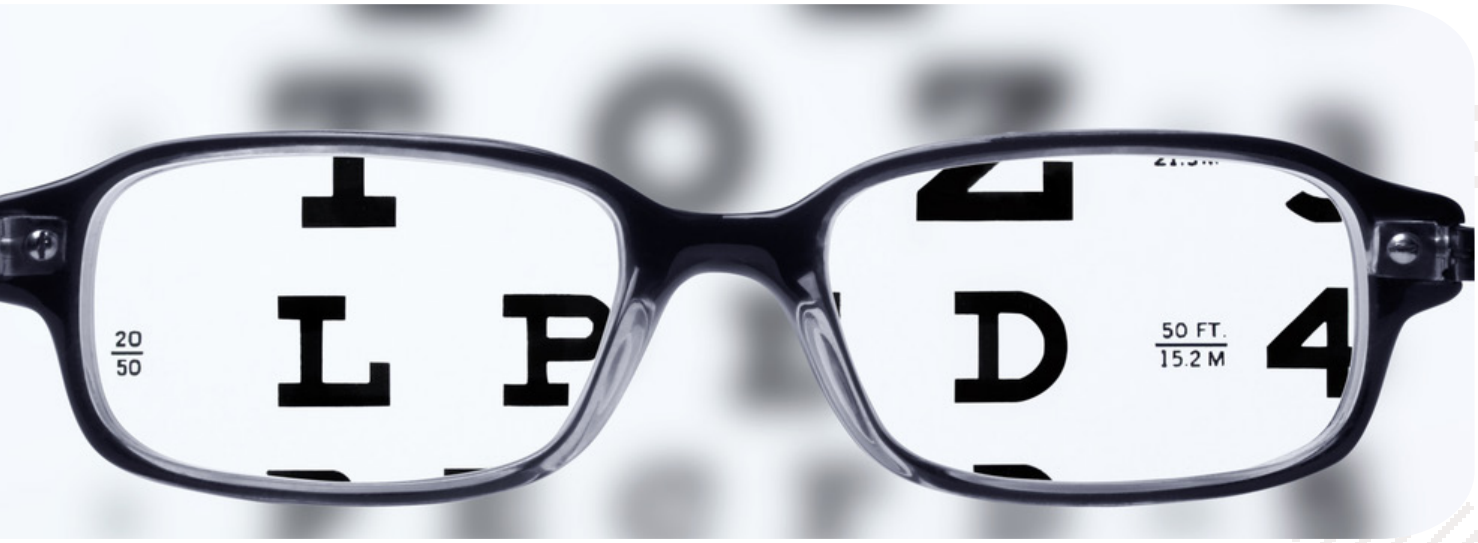
Optical Consumer Complaints Service

A GUIDE FOR CONSUMERS

Understanding Consumer Rights and Optical Products



If you are unhappy with glasses, contact lenses, or another optical product you have purchased, it can be difficult to understand what your rights are. Many consumers are familiar with consumer legislation and may believe they are automatically entitled to a refund. However, optical products are often different from many other retail purchases because they are usually made specifically for the individual customer.

WHY ARE PRESCRIPTION GLASSES TREATED DIFFERENTLY?

Most prescription glasses are considered bespoke products. This means they are made to your individual prescription and tailored to your specific visual requirements. Prescription lenses are manufactured using measurements and specifications unique to you and cannot normally be resold to another customer.

Because prescription glasses are bespoke items, the consumer rights that apply to them may differ from those that apply to standard, off-the-shelf products.

DOES THIS MEAN I CAN NEVER RECEIVE A REFUND?

No.

Consumer law continues to provide important protections when goods or services are not provided correctly. Depending on the circumstances, you may be entitled to a repair, replacement, price reduction, or refund if, for example:

- The product is faulty.
- The product does not match what was agreed.
- The product is not fit for its intended purpose.
- There has been an error in the manufacture or supply of the product

The appropriate remedy will depend on the individual circumstances and the nature of the problem.

WHAT IF I AM SIMPLY UNHAPPY WITH MY GLASSES?

Every complaint is different, but dissatisfaction does not automatically mean that a refund is the most appropriate outcome.

Optical products combine both a healthcare service and a retail purchase. Sometimes concerns can be resolved through measures such as:

- Adjusting the fit of the frame.
- Checking the prescription.
- Replacing or modifying lenses.
- Providing further clinical advice or assessment.

Many concerns can be successfully resolved through discussion with the practice and by giving them an opportunity to investigate what has happened.

WHAT SHOULD I DO IF I HAVE A CONCERN?

If you are unhappy with an optical product or service, we recommend that you:

1. Contact the practice and explain your concerns.
2. Allow the practice an opportunity to investigate and respond.
3. Follow the practice's complaints procedure if the issue cannot be resolved informally.

Most practices will want to understand the problem and work with you to reach a suitable resolution.

WHAT IF I BOUGHT MY GLASSES ONLINE OR OVER THE PHONE?

Purchases made online, by telephone, or by mail order are usually known as 'distance sales' and may be covered by the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013. Consumers generally have a 14-day cooling-off period during which they can cancel many purchases made at a distance.

However, there is an important exception for goods that are made to the consumer's specifications or are clearly personalised. As prescription glasses are typically manufactured to an individual's prescription and requirements, the usual 14-day cancellation right may not apply once the glasses have been made.

This does not affect a consumer's rights if the glasses are faulty, not as described, or have been supplied incorrectly. In those circumstances, consumers may still be entitled to an appropriate remedy under consumer law.

KEY POINT

Prescription glasses and other prescription optical products are usually considered bespoke items. This means that consumer rights do not always operate in the same way as they do for standard retail products, and a refund may not automatically be available simply because a customer changes their mind or is dissatisfied with an aspect of the purchase. However, consumers remain protected when products or services are faulty, incorrectly supplied, or otherwise fail to meet the required standards.

This information is intended as general guidance only and does not constitute legal advice. Individual circumstances will vary.