

RETURNING GOODS

At this time of year, many customers turn their attention to returning goods to the store where they were purchased, perhaps because the goods are faulty or were unwanted presents. It's important that retailers understand the rights that consumers have to return goods (whether or not they are faulty). Here is a brief reminder of the main rules:

- ▶ Under the Consumer Rights Act 2015, consumers have the right to return a faulty item and get a full refund within 30 days. A retailer does not have to provide a refund if (it can be proven) a customer knew the item was faulty when they bought it or where the problem was caused by the customer's own materials.
- ▶ For a period of up to 6 months from the date of purchase, a retailer has the option to either repair or replace a faulty item (assuming that a consumer does not exercise their right to a refund within the first 30 days). If the retailer disagrees with the consumer, the onus is on the retailer during this time to prove that there was no defect with the item when purchased. After 6 months, the retailer is only obliged to repair/replace an item if the customer can prove the item was faulty when purchased.
- ▶ If an item is faulty, consumers have the right to a repair, refund or replacement (as above) provided they can provide some proof of purchase. This may include a sales receipt or other evidence such as a bank statement or identifiable packaging.
- ▶ In relation to distance sales, e.g. sales conducted online or over the phone, consumers have 14 days from the date of receipt of the relevant goods in which to cancel their order. Retailers must offer a full refund to these customers regardless of whether the goods are faulty or not.
- ▶ There is no law requiring retailers making face-to-face sales to accept returns, or have a returns policy, for items which are not faulty. The contents of a retailer's returns policy is at its sole discretion. However, it is arguable that a returns policy will be incorporated into a consumer's contract of sale and would therefore be contractually enforceable.
- ▶ At law, returns only have to be accepted from the person who bought the item. In practice, the position from store to store, as regards non-faulty returns, will be determined by a retailer's returns policy. Retailers tend to be more lenient over the Christmas period in relation to general returns - either extending their returns policies and/or accepting returns from those given items as gifts.

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