

# **Your consumer rights when buying goods and digital services**

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What you can expect when buying goods in a store or online, and when you are buying digital services such as a video game or an app.

# **Your consumer rights when buying goods**

## **Product quality - what should you expect?**

Under The Consumer Rights Act 2015 and The Sale of Goods Act 1979 (for purchases made before 1 October 2015) the law says that any goods you buy must be:

- Of satisfactory quality;
- Fit for any particular purpose made known to the seller; and
- As described.

## **Satisfactory quality**

This means that the goods should meet the standard any reasonable person would expect, taking into account the description of the goods, the price paid, and how they were made. Deciding whether something is satisfactory quality will include the state and condition such as their appearance, quality of finish, how much was paid for the item, freedom from minor defects, safety and durability.

Example: A brand new, well-known make of wristwatch should be free of any scratches and the clasp on the strap should continue to function properly after an extended period of wearing the watch.

## **Fitness for a particular purpose**

Goods should be able to do what it is claimed they should do.

This applies to claims made on the packaging, in advertisements, or told to you by the salesperson. If you make it known to the seller that you want to use the goods to perform a certain task, and the seller says they would be suitable, there would be a breach of contract if the goods failed to meet that requirement.

Example: If a vacuum cleaner that claims it has been designed to pick up cat and dog hair fails to perform this function, this would be a breach of contract.

## **As described**

The goods should match the description provided in the advertisement, on the packaging, on the website or given verbally by the seller.

Example: An Italian leather bag should be made of genuine leather and manufactured in Italy.

These rights are in the Consumer Rights Act 2015, and the Sale of Goods Act 1979 for any goods bought prior to 1 October 2015.

## **Other useful information**

### **Private sellers**

The goods you buy only need to be as described. So if the seller says something is in mint condition, then it should be free of any defects.

Beware of rogue traders pretending to be private sellers. They may do this to avoid complying with consumer law. If you think someone is doing this, you should report them to Trading Standards Service via Consumerline on 0300 123 6262.

### **Installation**

Under the Consumer Rights Act 2015, goods must be installed correctly where installation is part of the contract. For example, if you have ordered custom-made curtains and have paid for them to be fitted.

### **Delivery**

The trader is responsible for goods until you receive them, or someone else you have nominated (e.g. a neighbour) has them delivered. This means that if there is a problem with the delivery, or something happens to the goods in transit, the trader, not the courier must sort it out.

### **Late deliveries**

Deliveries must happen within 30 days, unless agreed otherwise. If the trader fails to deliver within the 30 days, or a different time period you have agreed to, your rights will depend on whether time was of the essence:

If it was essential that the goods were delivered on time, you have the right to cancel the purchase and get a full refund.

If the delivery was not time-essential, but another reasonable delivery time cannot be agreed, you are also within your right to cancel the order for a full refund.

# **Your consumer rights when buying digital content**

Digital content refers to things like downloaded or streamed music, films, games, e-books and smart phone apps. It also applies to digital content installed or used in household appliances and cars etc.

As with 'physical' goods, digital content must be:

- of satisfactory quality
- fit for a particular purpose
- as described.

If not, you have the right to a repair or replacement of the digital content you've bought. If neither of those options are possible, or they do not fix the problem, you can ask for a reduction in price, up to the full amount depending on the circumstances.

If the faulty digital content damages any device, or corrupts other digital content you own, the trader will have to compensate you. This applies even if that content was provided free of charge, such as a free trial.