



# Shopping

There are laws to protect shoppers. This fact sheet answers some common questions about taking items back, lay-bys, faulty goods, contracts and internet shopping.

**I bought an item of clothing I no longer like. I have kept the receipt and I have not worn the item. I would like to return it to the store. Can I get a refund?**

No, not always.

By law the shop does not have to give you a refund if you have changed your mind. Some big shops will give you a refund or a credit note. It is important to ask what the refund policy is when purchasing goods.

**I bought an MP3 player and soon after, it stopped working properly so I took it back to the shop and complained it was faulty. The shop assistant said I should speak directly to the manufacturer. What can I do?**

If the product is faulty the shop you bought it from must do something to solve your problem. The remedy may be a repair, replacement or refund depending on the circumstances.

**I am renting my fridge. But now I want to buy my own. Can I get out of the contract?**

No, not always.

Make sure you ask all the questions before you sign a contract, like how much is it if I need to get out of the contract, and make sure you read the fine print. You are subject to the terms and conditions of the specific contract so once you sign you are bound to that contract.

**I bought some things I needed on lay-by. I thought I did not have to pay any money until the end of the lay-by. When I went to pick up my goods the shop assistant told me that as I did not pay the correct amount each week I had lost all my money. Can they do this?**

Yes, in certain circumstances.

There is no specific legislation that governs lay-by sales. It is a contract between a buyer and a seller in which the retailer makes the rules on things such as deposits, duration, instalments etc. Usually, if you cancel a lay-by, the retailer is entitled to retain at least the deposit. If you paid a large deposit prior to cancelling you may be entitled to some refund, but this depends on the retailer's loss. Make sure you understand the lay-by document. If you say you will pay weekly and you don't, then you may be in breach of the contract you signed, so always make sure know exactly what you are signing for.

**The price on the necklace said it was \$55 and when I got to the till they told me it is meant to be \$85. Can I have it for \$55?**

No. If it is a genuine error then you have the choice of either paying the price or buying it somewhere else. However, if you consider the error was on purpose and designed to deceive you, lodge a complaint with Consumer Protection.

**The store wanted to look in my bag when I was leaving. Are they allowed to do this?**

Yes, but only if they have a sign as you enter the store that says there is a bag check. The retailer can ask to look in your bag but they can't use any force to search your bag. Remember, if they think you have taken anything they can detain you until the police arrive. By entering the store you have agreed to allow them to check your bags.


**I bought a laptop. They wanted to sell me an extended warranty. Should I buy one?**

All goods you buy come with a statutory warranty which means the item should be fit for the purpose. Extended warranties may not always be worth the money you spend.

**I bought a camera online from overseas. It looks different to the picture and does not work properly. I have tried to get my money back. Please help!**

Unfortunately, Consumer Protection cannot help you. If you buy products overseas there is nothing we can do! If you purchase your products in Australia we can help. Be careful when purchasing goods over the internet from overseas.

**I use my credit card a lot on the internet. How can I be sure the website is safe?**

Look out for the little padlock  it is normally on the right hand side, bottom of your computer screen.

**Read our publications:**

- Your rights when shopping
- Shopping tips for travellers
- Buying a computer
- Complaints and conciliation – a guide for consumers

**Advice Line** 1300 30 40 54

**Website:** [www.commerce.wa.gov.au/consumerprotection/content/shopping](http://www.commerce.wa.gov.au/consumerprotection/content/shopping)

**Are there some things I can do or look out for to make sure I am not dealing with a dodgy on-line trader?**

Check the URL (the website address) https – the S means it is a secure site – so most of the time it's a green light and you can go ahead with your purchase.

If it is an Australian trader - know the business: Check the company has a physical address and phone number. If something goes wrong with your transaction, you will have the information you need to make contact with the business.

Always keep your receipts for proof of payment.

**I have a problem with the trader. What can I do to resolve it?**

Put your concerns in writing, there are sample letters on our website to help you. If you need advice call us and depending on the situation we may be able to conciliate (mediate) on your behalf.

**A salesman knocked on my door and I agreed to a purchase worth over \$50.00. I really do not need this item and I felt pressured to buy it. What can I do?**

There is a 10 day cooling-off period for purchases for goods or services over \$50.00 when you buy from a salesman selling door-to-door. This means you can cancel the contract during this time without a penalty.

**Regional Offices**

Goldfields/Esperance	(08) 9026 3250
Great Southern	(08) 9842 8366
Kimberley	(08) 9169 2811
Mid-West	(08) 9964 5644
North-West	(08) 9185 0900
South-West	(08) 9722 2888