There are four golden rules:

1. Examine the goods you buy at once. If they are faulty, tell the seller quickly.
2. Keep any receipts you are given. If you have to return something, the receipt will help to prove where and when you bought it.
3. Don't be afraid to complain. You are not asking a favour to have faulty goods or bad service put right. The Law is on your side.
4. Be persistent (but not aggressive). If your complaint is justified, it is somebody's responsibility to put things right.

Problems about Services

Services – which include such things as dry-cleaning, hairdressing, construction work, and travel services – are now covered by the recently enacted consumer legislation and consumers have more protection if things go wrong. Someone who offers a service has a legal duty to carry it out with reasonable care and to pay compensation for any loss or damage. But some service organisations attempt to limit their responsibility through "exclusion clauses"- statements in their premises tickets, and booking conditions like "The management accepts no responsibility for loss or damage however caused."

Under the provisions of Section 5 of the "Unfair Contract Terms Act, 1987" such clauses are null and void and the consumer is encouraged to seek redress and/or enlist the services of the Prices & Consumer Affairs Division, where such efforts do not meet with satisfactory resolution.

PRICES AND CONSUMER AFFAIRS DIVISION
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GOODS & SERVICES

When you buy something from a store, you are making a contract. This contract means that it's up to the store – not the manufacturer- to deal with your complaints if the goods are not satisfactory. What do we mean by satisfactory?

The goods must not be broken or damaged and must work properly. This is known as "merchantable quality" A sheet, which had a tear in it, or whistling kettle that does not emit an audible whistle when the water in the kettle starts to boil it would not pass this test.

The goods must be as described- whether on the pack or by the salesman. A hairdryer which the box says is blue should not turn out to be pink; a pair of shoes the salesman says is leather should not be plastic.

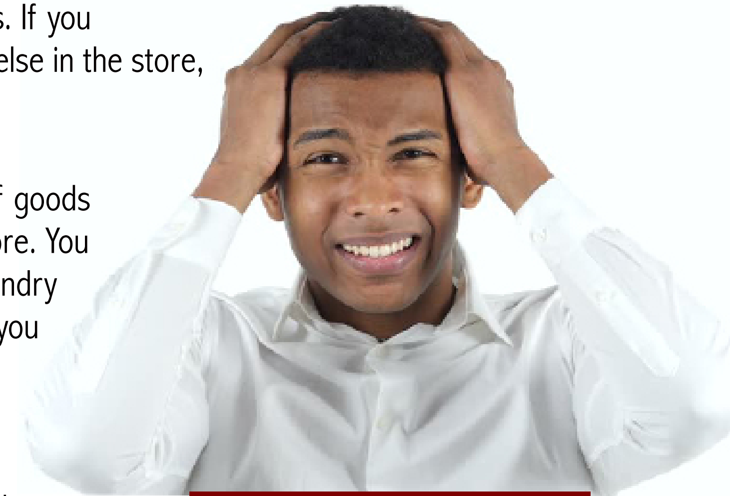
The goods should be fit for their purpose. This means the purpose for which most people buy those particular goods. If you wanted something for a special purpose, you must have said exactly what for. If for instance, the store assures you that a certain glue will mend broken china, and it doesn't you have a right to return it.

If the store sells you faulty goods, it has broken its side of the bargain.

If things go wrong

If goods are faulty when you first inspect or use them, go back to the store, cancel the purchase and ask for a compete refund. If you prefer, you may accept a repair or replacement.

If the goods break down through no fault of yours, after you have used them for a time, you may still be entitled to some compensation. In some cases, it would be reasonable to expect a complete refund-if, for instance, without misuse your shoes came apart after only one day's wear or your washing machine irreparably broke down after only three wash-days. But if your washing machine worked perfectly for a while and then broke down, you could only expect some of the purchase price back. You need never accept a credit note for faulty goods. If you do so, then later find you do not want anything else in the store, you may not get your money back.



If you have to spend money as a direct result of goods being faulty, you can also claim this from the store. You could, for instance, claim the cost of using a laundry while the washing machine wasn't working. But you must keep such expenses down to a minimum.

REMEMBER you can't complain about defects that were pointed out to you, or that you could reasonably have been expected to notice. Stop using the item as soon as you discover a fault. You are **NOT** entitled to compensation if you simply change your mind about wanting the goods.

Goods bought on hire purchase

When you buy on HP, you don't own the goods until you have paid 75% of the total cost. They belong to whoever you are paying your HP instalments to. If the goods are not of "merchantable quality", or not fit for the purpose stated, and you are unable to get satisfaction from the supplier, then make a complaint with the Prices and Consumer Affairs Division.

Guarantees/Warranties

These normally allow you, as condition of sale, to repair, replace or exchange goods, which have a fault evident after reasonable use. The retailer has an obligation to make repairs or compensate for damages.