The following signs would be acceptable

**"PLEASE CHOOSE CAREFULLY!
WE DO NOT GIVE REFUNDS
JUST BECAUSE
YOU CHANGED YOUR MIND."**

**"PLEASE CHECK OUR
STORE POLICY
IF YOU ARE
BUYING FOR SOMEONE ELSE."**

PRICES AND CONSUMER AFFAIRS DIVISION
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TRADERS RIGHTS AND RESPONSIBILITIES

Before customers buy goods from you or have work done, they can shop around and check different places to compare prices.

Consider what you offer apart from the price, such as the after sale service, delivery, or availability of spare parts.

To protect yourself check that your goods or services are not faulty.

Deposits

If you accept an amount of money as a deposit on an item, you have in effect agreed to sell it. Give the customer a receipt for the deposit.

You are not obliged to refund the money if the customer changes his mind, unless you have made an agreement to do so. This should be written on the receipt and should be signed and dated.

Guarantees/warranties

When you sell an item that has a warranty card, tell the customer to fill it out immediately and send it to the manufacturer. The customer also has other rights under the sale of good act, so it is important to give him a

Guarantees/Warranties

These normally allow you, as condition of sale, to repair, replace or exchange foods, which have a problem evident after reasonable use.

Credit Notes

Credit notes will only be acceptable to customers if –

(a) suitable replacement or alternative goods are available at similar cost;

(b) sufficient time is given for the choice or replacement or alternative goods.

Acceptable Signs

A sign sould not mislead your customers about their legal rights.

NO REFUND or **NO EXCHANGE** signs are contrary to the Unfair Contract Terms Act and for that reason advice should be sought.

Let customers know that they must choose the size or colour of goods carefully, If you are responsible for a customer's final choice, in other words, if the customer purchased something based on your advice, you can be asked for a refund if the custome is dissatisfied. Otherwise, it is the customer's responsibility.

"Use by" dates

Check your goods regularly for "use by" dates as good business practice. There is no law, presently, against selling goods after the "use by" date but you should mark them clearly apart as out of date or code.

Bag searches

Shoplifting is a growing problem for some shops and stores.

When customers enter your shop, they may enter on certain conditions. You should display a sign clearly at the front of your shop/store telling customers that their bags may be searched on request.

Customers have the right to refuse your request. You can call the police if you have good reason to believe that a customer has committed an offence such as shoplifting.

Some Points to Remember

Refunds

Be aware that customers, in certain circumstances, have a legal right to a refund of the purchase price of the goods, in the case of a basic fault not detected at the time of sale.

receipt. If something goes wrong with the goods and service, you should repair or replace it, or give a cash refund.

Remember, the contract the customer has is with you. You should be the first point of assistance if there are problems.

Refunds

If the goods and services you have sold is faulty you should replace or repair them, or give a refund. A receipt or other proof of purchase should be asked for. You are not required to refund on goods not purchased from you. Signs such as no exchange or refund are contrary to the unfair contract terms act, and are therefore not legally enforceable.

Credit notes

If the customer has simply changed his or her mind about an item, you may or may not offer him or her a credit note. You are not obliged to do so. If you offer a credit note make sure it remains valid long enough to allow the customer to find something suitable.

Customer relations

Every year, thousands of trader and consumer transactions are successfully undertaken. However, with a small percentage of transactions, problems arise.

Good customer relations are vital to every business.

Many large business organizations already have a system for handling complaints, however, many small businesses do not.

A polite and careful investigation of a complaint is the quickest way to resolve it. You do not admit fault liability by taking a customer's complaint seriously.

Customers more often than not complain about:

(a) Incorrect product or service information.

(b) Incorrect professional advice.

(c) Faulty goods

(d) Inability to supply spare parts or to fix faults

(e) Failure to listen politely or to give clear details of situation

(f) Changes which differ from advertised, quoted, or agreed prices

(g) Failure to contact the customer if there is a change in the situation, e.g. repairs cost more or parts are delayed.

How to deal with complaints

Here are four easy steps which should help:

1. Listen to all the of the customer's complaints. Assure the customer you are giving the enquiry your personal attention. If you are unable to deal with the complaint, refer the customer to another member of staff or your manager.

2. Make sure you clarify all facts of the situation and obtain all copies of documentation. Make a written record of the complaint.

3. Always stay calm and in control - arguing will only aggravate the situation. If a customer doesn't understand your explanation, be patient.

4. Admit fault and rectify the complaint, if appropriate. Do not try to cover up a mistake!!!

Pricing

Always check that advertised prices are the same as those on the goods. False advertising is illegal.

Computerised prices (scanning)

You should always have the price on the item/goods if only the scanning code is on the individual item/goods.

You should always supply the customer with a fully detailed cash slip of these goods.