



Australian
Competition &
Consumer
Commission

Remember

- ✓ No matter what a retailer, supplier or manufacturer says to you, gives you in writing or asks you to sign, statutory rights cannot be taken away.
- ✓ If you believe you have the right to seek a refund and the retailer, supplier or manufacturer refuses to give you a refund, you can contact the ACCC for help.

Your consumer rights Refunds

For further information

Publications can be ordered through the ACCC Infocentre or downloaded from the ACCC website.

Warranties and refunds

Your consumer rights: Warranties for services

Your consumer rights: Warranties

ACCC contacts

ACCC Infocentre: 1300 302 502

ACCC Indigenous Infoline: 1300 303 143

For information in languages other than English, call 131 450 and ask for 1300 302 502.

TTY service for people with hearing or speech difficulties: 1300 303 609.

www.accc.gov.au

Important notice

The information in this brochure is for general guidance only. It does not constitute legal advice and cannot be relied on as a statement of the law relating to the *Trade Practices Act 1974*.

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Your consumer rights

Refunds



Statutory rights, also known as ‘statutory conditions’ or ‘implied conditions’, apply to all consumer purchases—they are taken as understood (implied) even if there is **no written contract** or the goods are **second-hand**.

They are your rights by law, set out in the *Trade Practices Act 1974* or in state fair trading laws.

These rights cannot be refused, changed or limited (even in the fine print) by a retailer, supplier or manufacturer. If these rights are not met, you have the right to seek a refund.

Statutory rights

Statutory rights apply to all consumer purchases.

These rights are:

- the goods must be of merchantable quality (they must meet a basic level of quality and performance considering their price and description)
- the goods must be fit for their purpose (they have to do what they are supposed to do)
- the goods must match the description you are given or the sample you chose.

There must be clear title to the goods (you can expect to own the goods outright and that your ownership of the goods is not disputed). Any restriction on ownership should be explained to you before you buy the goods.

‘No refund’ signs and extra promises (such as store policies, warranties or guarantees) do not affect your statutory rights.

When can I ask for a refund?

You have a right to seek a refund if the goods you bought:

- are faulty
- are unfit for their purpose (they don’t do what they are supposed to do)
- do not match the description or sample you were shown
- have defects that were not obvious or were not brought to your attention when you bought them.

You do not have a right to seek a refund if you:

- simply change your mind
- buy the wrong item
- find the goods cheaper at another store
- use the goods in a way that they were not made for
- caused the goods to become damaged.

However, you may still be entitled to seek a refund under a store policy, warranty or guarantee.

Seeking a refund

To seek a refund you:

- should return the goods in a reasonable time after buying them and you must not lose, destroy or damage them
- may be asked to provide proof of purchase—the best way to do this is to show your store receipt or credit card or bank statement which shows details of the purchase.

You have the right to seek a refund irrespective of whether you have proof of purchase. In practice, however, it is easier for you to seek a refund if proof of purchase can be supplied to the retailer, supplier or manufacturer.