



Your rights when shopping

Useful information from the **Competition and Consumer
Protection Commission**



Coimisiún um
Iomaíocht agus
Cosaint Tomhaltóirí

**Competition and
Consumer Protection
Commission**



You have rights when you are shopping.

The shop agrees to sell you an item at a certain price, and you enter into a contract with them.

Under consumer law, if you buy an item from a shop it must:

- Be of a reasonable and acceptable standard and quality.
- Be fit for the purpose it was bought for.
- Match the description given by the retailer or in any advertisement. The shop must not make false or exaggerated claims about the item.

Shops do not have to give you a receipt when you buy goods, but you should always ask for one.

Faulty or broken products

If a product turns out to be faulty and you are not to blame for the fault, or if a particular fault was not brought to your attention when you bought the item, you have a number of options under consumer law. Goods can have major or minor faults, and you have different rights depending on the type of fault:

If the fault is major, for example if you buy a kettle and it stops working shortly after you start using it, you have the option to reject it and have your money returned. If a fault occurs within the first 6 months after you buy it, it is presumed that it was there when you bought the item.

If the fault is minor, for example a button is missing from a shirt you bought, you have the option to firstly request a **repair or replacement**. If this is not possible or does not happen, you can ask for a **reduction in the price you paid, or a refund by rescinding your contract**. However, if the trader refuses to fix the problem with a repair, replacement, refund or reduction in price, then you have the right to reject the goods, as outlined above.

Some things you should know:

- Your contract is with the retailer or supplier who sold you the item so if there is a fault, it is up to them to sort out the problem – not the manufacturer. The retailer should sort out the problem for you within a reasonable time and without much inconvenience to you.
- If you agree to a repair, it must be permanent. If the same fault occurs again, then you should be entitled to a replacement or refund.
- If you opt for a replacement, it should be the same as the item you bought, or of similar quality and price. You should not have to pay extra for a replacement and should be given the difference in price if the replacement costs less than the item you originally bought.
- Repairs and replacements should be free of charge to you. The seller is not allowed to charge any additional costs for labour or materials or postage.



- If you opt for a refund, this can be in cash or by cheque, or the retailer can refund your credit or debit card account if you used one to buy the item. You do not have to accept a credit note or voucher as a refund as they are not equivalent to cash.
- If you caused the fault the trader is under no obligation to offer you any type of compensation. So if you use the item to do something it was not designed to do, or if you accidentally drop a fragile item, or left an electrical item out in the rain or spilt water on a computer, then you would not be entitled to have the item replaced or repaired, or to have your money refunded. In these cases, if it is possible to repair the product, the retailer may charge you for the repair.
- If you buy something on sale and something goes wrong with it, your rights do not change just because it was on sale.

What to do if you have a faulty item

You should return it to the seller as soon as possible and explain what the problem is. If you think it might be useful, bring this information with you.

If you are returning a faulty item, shop notices that say “No Refunds” or “No Exchanges” do not change your rights. Some shops display these notices, particularly during the sales, but these shop policies have no bearing on your rights if something goes wrong.

If you are not happy with what the retailer has offered you, you have the option to use the Small Claims process as long as the claim does not exceed €2,000. The application fee is €25 and the service is provided in your local District Court. See www.courts.ie for further information.

Remember:

- You have no rights under consumer law if you change your mind about something you bought and want to return or exchange it. But some shops may offer an exchange or refund as a gesture of goodwill.
- The shop is entitled to request proof of purchase, but this doesn't necessarily have to be the shop receipt. You could show your credit or debit card statement if you used one, or any other documentation that proves it was bought in that particular shop or chain.
- If you received an item as a gift, you will need to have proof of purchase if you want to return it to the seller for any reason. This can be a gift receipt, but you might need to ask the person who bought the item for proof of the purchase.
- If an item you bought is faulty, and is now on sale at a reduced price, you are entitled to a refund of the full price or to a replacement of the same value, with proof of purchase.

Your rights when shopping/v1/Dec12
