

Key legislation.

Don't wave that racket at me! A short guide to consumers' rights to return goods

A customer buys a product from you, then changes his or her mind. Can he return it? What if it's faulty? What if he told you he wanted to use it as a fishing net, but it turns out it's not suitable for that purpose?



The situation

"Good morning", you say in the cheeriest tone you can muster at 9am on a Monday morning after five hours' sleep – and you weren't partying, but poring over the shop's sales records. It's your business after all. The customer looked familiar. You're not sure whether his smile was the smile of an old friend or an attempt at ingratiation.

"I'm returning this," he says, holding out a perfectly fine tennis racket. It was last year's version, but had sold brilliantly. It may have been the last one, and thankfully the updated version had just arrived in the shop.

Now you remember him. He bought that tennis racket in your shop two weeks' ago – after dithering for some time, he had said, "Well, I'll see what my wife thinks, and I can always return it."

"Not necessarily –" you said before he interrupted.

"Look, I've got to dash!" he shouted, waving his credit card.



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As you type the cost into the computer you try again;
“You can’t always return goods –”

He was having none of it. “Look! Make this quick. I’ll miss my train!”

So you completed the sale.

Now, two weeks later, you want to take a swipe at him with the racket. Or shout, ‘I tried to tell you! I’m trying to make ends meet!’

But instead you smile and say, “Unfortunately you can’t return this.”

“But I have rights!”

“Yes, but you don’t have a right to return this,” you say, watching his face turn a slightly darker shade of red.

Fortunately you’d made sure to learn about the basic laws affecting your business. You know there’s no general right to change your mind about goods you’ve bought.



What does the law say?

This shop owner’s right. There’s no general right to return unwanted goods bought in-store.

The consumer can return goods if you describe them wrongly, for example by describing a nylon sweater as woollen.

The consumer can also return goods that aren’t fit for purpose – if the consumer has told the seller about the intended use, then the goods might be expected to be suitable for that use. However, this won’t apply if the consumer did not rely on the seller’s explanation.

For example, when buying the tennis racket the consumer may have said, “I want to use this for squash, actually – I figure the larger head will increase the power.” If, eyeing another sale, you said, “Yes, this is perfect for squash!” you could be in trouble. If you advised against this use you should be fine.

The customer normally has 30 days to get a refund in these circumstances, but if he uses the goods the right may be extinguished.

After 30 days, the consumer does not normally have a right to a refund, but will usually be entitled to a repair or replacement for free instead. And if replacing or repairing the item proves too expensive, then you must refund the customer.

So let’s imagine another common scenario. The customer returns with the lovely tennis racket and shows you that it’s scratched. The situation may develop in a number of ways.

You don’t want an argument, so you accept that he can return the racket. He then delves into his bag, which is overflowing with papers, but he cannot find the receipt. Do you still have to refund it?

In theory, yes. The receipt is only evidence. If you have genuine doubts that he bought the racket from you, then you can insist on the receipt. But if there is other evidence, or if you just know that he bought it from you, you should just proceed.

What if neither of you know for certain when it got scratched? If a fault arose within six months, there is a presumption that the item was faulty – it is then for the seller to prove it was in good condition at the point of sale.



Concluding thoughts

This is only a brief summary of the law – this article cannot cover every conceivable situation. Distance selling, by phone or online, is more complicated. Normally the customer does have a right to return such items, though, assuming it’s not faulty, you can normally demand they pay the cost of returning (e.g. postage costs). There are also requirements about what must be stated when making a sale online.

Remember that the law only lays down the minimum that is expected. You want happy customers, and disputing these things can be costly; on the other hand, replacing items can also be costly, and you don’t want people taking advantage of you.

You could, if you wish, allow this customer to return the fine tennis racket. If you expect to sell it to another customer, that would make sense. But as last year’s version, you would have to discount it. It is up to you how to approach that issue, and what to say to the customer.

More information

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