

A guide to The Sale of Goods and Supply of Services Act 1980



national consumer agency
gníomhaireacht náisiúnta tomhaltóirí

putting **consumers** first



National Consumer Agency

Who are we?

The National Consumer Agency is an independent national agency that was established by the Irish government under the Consumer Protection Act 2007.

Our activities incorporate the work that was previously done by the Office of the Director of Consumer Affairs (ODCA). We also have additional areas of focus, which are outlined below, and we have extensive new powers. Among other things, these powers allow us to deal with unfair, misleading or aggressive commercial practices.

What do we do?

Our aim is to provide strong and modern consumer protection, safeguarding consumers in Ireland and empowering them to understand and to exercise their rights.

To achieve our aim, we:

- inform consumers of their rights through **consumer information**;
- promote a strong consumer culture in Ireland through consumer **education and awareness**;
- help businesses obey consumer law through our **enforcement** activities; and
- represent consumer interests at all levels of local and national consumer policy development through **targeted research** and **forceful advocacy**.

Our consumer website, www.consumerconnect.ie, provides a broad range of consumer-related information, news, top tips and an email enquiry service. If you can't find what you are looking for on our website, ring our friendly and helpful advisors on LoCall 1890 432 432.

Our corporate website, www.nca.ie, helps businesses understand their obligations. It also provides useful references for the media and researchers. Further information is available in our leaflet ***A Guide To The National Consumer Agency***.

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Whenever you buy anything from a shop or supermarket, you make a contract with them. They agree to give you certain things for a certain price and you agree to pay that price.

The legislation covering such transactions is called The Sale of Goods and Supply of Services Act 1980.

This booklet is a guide to the main ways that the Act protects consumers.

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who does the act apply to?

The Act applies to the 'consumer'. The Act protects consumers any time they buy goods for their own use or consumption and when:

- they buy goods from someone who sells goods in the course of a business; and
- the goods are ordinarily supplied for private use or consumption.

How does the Act protect me?

1. Goods must be of 'merchantable quality'

This means goods must be of an acceptable standard taking into account:

- what they are supposed to do;
- any advertising claims;
- their durability; and
- their price.

2. Goods must be 'fit for the purpose'

They must do what you would ordinarily expect them to do.

3. Goods must be 'as described'

The description given of the goods must match the packaging, the brochure or what the salesperson said.

4. Match any sample shown

5. The price must be clearly displayed

What are my rights if things go wrong?

If the goods fail to comply with any of these three criteria – for example they turn out to be faulty – you have certain clear rights under consumer legislation. These entitlements come under the three Rs:

- repair
- replacement
- refund



If the shop offers to repair the item, the repair should be permanent. Where the goods have been in use for some time and then prove faulty the right of the consumer to return them may be lost. In these circumstances, a repair or part refund may be the most reasonable solution. If you are offered a refund, this can be in cash or by cheque or (where appropriate) the shop can refund your credit card account.

If the shop offers you a credit note or voucher instead, you have the right to refuse it and to ask for a refund.

If you are not happy with the shop's offer you have the right to ask them to make good the faulty goods in some other way.

You also have the right to take legal action if you are not happy with their final offer. You can bring the matter to the Small Claims Court, which can handle a claim of up to €2,000 by a consumer against a shop. The application fee for the Small Claims Court is €9.

If you have a complaint it is important that:

- **You act quickly**

You should return faulty goods to the shop as soon as possible. If you wait for a long time it may appear that you have accepted the products, faults and all.

- **Have proof of purchase**

The shop is entitled to look for proof of purchase, but this doesn't have to be the shop receipt. You could show the relevant credit card statement or any other document that proves you bought it in that particular shop or chain of shops.





What if the goods are not faulty and I have just changed my mind?

While most shops are happy to exchange or refund goods in these circumstances, this is a gesture of goodwill. Under consumer legislation you have no right to exchange something or get a refund if you simply change your mind after buying the goods.

If things go wrong who is responsible for putting them right?

The seller is always responsible for putting things right. As a consumer your contract is with the seller not the manufacturer.

Are my rights different if I bought the goods in a sale?

No. Goods sold in a sale or at a reduced price are treated no differently by the law to goods sold at any other time. In other words they must be:

- of ‘merchantable quality’;
- ‘fit for the purpose’; and
- ‘as described’.

However, if the goods are marked ‘imperfect’ or ‘shop soiled’ or ‘seconds’ then you are being told that they may not be up to the standard of new or perfect goods and the price will usually reflect this. However, they must be of merchantable quality and fit for purpose compared to the price paid for them.

Second-hand goods

You have the same consumer rights if you buy a second-hand product as you have when



buying new products. Second-hand goods should be fit for the purpose for which they are sold, though they may not be as durable as a brand new item.

If you buy something second-hand through a private sale with an individual or at an auction, your rights are far more limited. The goods merely have to be owned by the seller and be as described by them (the description can specify flaws). You have very little comeback if you later find another flaw or defect. In this situation it is always a case of "caveat emptor" or "buyer beware".

If you bid at an auction, it means that you accept the auctioneer's terms and conditions. So if you are in any kind of auction – for anything from a very small item right up to an antique, a car or a house – always be clear of these terms and conditions before you start bidding.

If I pay a deposit can I get it back?

Don't pay a deposit on goods unless you are certain you want them. The shop may be entitled to hold onto your deposit if you later change your mind about buying. If you are unsure, always check with the shop before giving them a deposit.

If you pay a deposit and the seller goes out of business, it may be very difficult to get the goods or your money back. Individual customers are low in the order of priority if the business goes into liquidation or receivership.

In this situation, if you paid for the goods by credit card, contact the credit card company and try to cancel the payment. You do not have a right to have this done, but the credit card company may be able to do it for you.

What happens with gifts that are faulty?

If you have been given an item as a gift and it turns out to be faulty, you do not have the same right to return it to the shop. The shop's contract is with the person who bought the gift for you – so they, not you, have the consumer entitlements. However, you may be able to make a claim to the manufacturer if the product has a manufacturer's guarantee (see below).

Many shops have returns policies that give you more than just your legal rights and may allow you to return something if you change your mind. Many will even exchange unwanted gifts without a receipt if the store's tags or labels are still in place. Some shops can provide a gift receipt that does not state the price of the item but allows the customer to pass on a proof of purchase with the gift.



Guarantees and Warranties

If you have bought faulty goods, the shop, not the manufacturer, must sort out your complaint. But you may have extra protection if the manufacturer or supplier gives a guarantee – a written statement – that they will repair or replace it within a certain time after it has been purchased.

Shops and manufacturers do not charge for guarantees. But the shop may offer you an extended warranty for an extra cost that would cover repairs on the item after the manufacturer's guarantee period is over.

You are under no obligation to take out an extended warranty.

Guarantees and warranties are legally binding – they are enforceable through the courts if necessary. However, in law your consumer rights take priority over any guarantee or warranty.



CONSUMER INFORMATION

Under the Consumer Protection Act it is against the law for shops to make a false or misleading claim about their goods and prices.

If you have suffered loss because of a false or misleading description, you may have the right to redress.

The National Consumer Agency is responsible for making sure these laws are put in place correctly, so if you have any concerns about them please tell us.

Additional product labelling

Under EU law, some products such as electrical appliances and furniture should carry labels showing that they meet with safety standards. Some clothing, footwear and furniture must also have labels showing what textiles and certain other materials they are made of.

Most food products must by law have a wide range of information on their labels or packaging. This ranges from the name and address of the manufacturer or seller, to the ingredients used and their 'use-by' or 'best-before' date.

Every product that is offered for sale must have its price displayed. When goods are sold by weight, volume or measure, shops must display the unit price on or near the item. Examples of unit prices are:

- price per litre;
- price per kilo; and
- price per metre.



Recycling of electrical and electronic equipment

If you buy electrical goods, the shop or manufacturer must collect your old equipment when they deliver the new goods to replace them.

The replacement must be for a similar piece of equipment, for example a fridge for a fridge, but not a washing machine for a kettle.



Shop Notices

If a product is faulty the consumer has a legal right to a replacement or full refund. Therefore it is an 'offence' for shops to put up notices which say:

- “no money refunded”;
- “credit notes only given”; or
- “goods not exchanged”.

You may decide to accept a credit note instead of taking a replacement or getting a refund, but if you do the shop can set a date by which you must use the credit note.

When a retailer accepts that you have a valid complaint, you can refuse a credit note and insist on a refund or ask that the goods be replaced.



Renting and hire-purchase

The law protects consumers whether you pay for goods:

- with cash;
- by credit;
- by paying rent; or
- by hire purchase.

In each case the goods should be, as outlined earlier in this booklet, of 'merchantable quality', 'fit for their purpose', and 'as described'.

If there is a problem with goods that were bought using a credit agreement from a finance company, you should first complain to the retailer.

If the finance company paid the money directly to the retailer they will be regarded as being involved in the sale and may also be liable.



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You can get copies of this booklet and all our publications by:

- downloading them from www.consumerconnect.ie; or
- contacting our Consumer Helpline at **1890 432 432***

*Note that the rates charged for the use of 1890 (LoCall) numbers may vary among different service providers.