

Faulty Goods – what can you do about it?

What can you do if you buy something which turns out to be faulty, or not of the quality you should expect? Many purchasers are unaware of their rights – but the law does provide protection for purchasers. The Sale of Goods Act 1979 and the Sale & Supply of Goods to Consumer Regulations 2002 give consumers protection if something they buy turns out not to be of “satisfactory quality”.



Any goods sold by a business must be of “satisfactory quality” – meaning that they must meet the standard that any reasonable person would regard as satisfactory. This includes the description of the goods, the price (if relevant), fitness for purpose, appearance and finish, safety, durability and freedom from minor defects. The Consumer Regulations take things a step further and should something go wrong within the first six months after purchase, the assumption is that the goods were not of satisfactory quality when delivered – giving the consumer the right to request repair, replacement, refund or reduction in price.

The onus is on the seller to prove that the goods are of satisfactory quality – perhaps by demonstrating that the problem has arisen because of the way the consumer used the goods. However, in many cases this will obviously not be possible.

As a consumer, you should act as soon as you become aware of any issue with the goods – if you are seeking a refund, any delay might be interpreted as you accepting the problem!

If you request either a repair or replacement of the faulty goods, the seller is obliged to do this:-

- Within a “reasonable time”
- Without causing significant inconvenience to you the consumer
- At the seller’s own expense

Should the seller fail to do the above, you can seek a refund or reduction in price.

Bear in mind, the remedy you request must not be impossible or disproportionate to the problem – for example, if you’ve bought a car and there is a problem with the windscreen wiper, it would be unreasonable to expect to be able to reject the car entirely. It might also be deemed unreasonable to demand a replacement of a “one-off” or very rare item. Common sense – reasonableness – prevails!

If in the end you return the goods and you agree a refund, the seller can deduct a certain sum of money to reflect the use you’ve had of the goods (e.g. if you have used a vacuum cleaner for four months before it became faulty)

Remember – if you have a problem with faulty goods, make sure you refer the seller to your rights under the Sale of Goods Act and the Sale & Supply of Goods to Consumer Regulations. Make it clear that you are entitled, by law, to whatever remedy you are seeking.