

# Buying Goods Over the Internet

## Who is this factsheet for?

The advice in this factsheet applies to people in England and Wales who have bought goods from an on line company based in the UK. It does not apply to private sales or internet auction sites.

## What are my legal rights when I buy goods over the internet?

- The goods should match any description the seller has given. If goods are substantially different to the description on the website, you will be entitled to reject the goods and claim a refund.
- The goods should be of satisfactory quality. They should be free from minor defects and fit for the purpose they have been sold for. If the goods are damaged or otherwise faulty, you will be entitled to reject the goods and claim a refund.
- You are entitled to clear information about the goods and the seller before you buy. This includes information about the price and any additional costs, such as VAT. You have the right to know who the seller is. If you pay in advance of receiving the goods, you are entitled to be given the sellers full postal address.
- You have the right to change your mind, even if there is nothing wrong with the goods. If you wish to cancel your order and return the goods, you must do so within seven working days of receiving them. You may not return perishable items or newspapers, unsealed audio, video or computer software discs. If you cancel, you will be entitled to your money back, but may have to pay for the costs of returning the goods to the seller.
- Goods should be delivered within 30 days of the order being placed. This right will be waved if you have agreed a different timescale with the seller. If the goods do not arrive by the agreed date or within the 30 days, you will be entitled to cancel the order and claim a refund.

## Troubleshooting

### How to get your money back if goods are faulty or do not match the description on the website

Decide what you want from the seller. This could be a refund, a replacement, a repair or compensation. Contact the seller as soon as you

know about the problem. Let them know why you think the goods are faulty and how they can compensate you. Make sure that you follow any telephone conversation or exchange of e-mails with a letter. Enclose proof that you bought the item.

The sooner you notice that there is a fault, and return the good, the more reasonable it is to ask for a refund. If you have had the goods for sometime, before discovering the problem, the trader may insist that you accept a repair or replacement.

### **What if they refuse to allow you to change your mind within the seven day time limit?**

Make sure that you have written proof that you attempted to cancel the agreement and claim your money back in the time limit.

### **What if the item fails to arrive within 30 days?**

Contact the company and tell them that you want to cancel the order and claim a refund. Make sure that you have written proof of your attempts to enforce this right.

## **Taking further action**

If you have attempted to negotiate with the trader, but they have refused to resolve the problem to your satisfaction, you may wish to take further action:

### **Claim against a credit provider**

If the item cost more than a £100, but less than £30,000, and you bought the item on credit, for example by using a credit card you will have rights under section 75 of Consumer Credit Act 1974. You can make your claim for compensation to the credit provider, as well as the trader as they are equally liable.

### **Take advice**

You should take specific advice about your problem. Free advice on consumer issues is available from the following organisations:

The trading standards department at your local council

Consumer Direct [www.consumerdirect.gov.uk/contact](http://www.consumerdirect.gov.uk/contact)

The Citizens Advice Bureau [www.citizensadvice.org.uk/cabdir.ihtml](http://www.citizensadvice.org.uk/cabdir.ihtml)

Your [Trade Union](#)

## **Small Claims Action**

If the trader refused to compromise, you may wish to consider court action. Please see our [Small Claims Court Fact Sheet for a Consumer Problem](#).

THIS FACT SHEET IS INTENDED AS A GENERAL STATEMENT OF THE PROCEDURE AND DOES NOT PURPORT TO RENDER SPECIFIC ADVICE, LEGAL OR OTHERWISE. SPECIFIC ADVICE ON A PARTICULAR PROBLEM SHOULD ALWAYS BE SOUGHT.

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