

MONTHLY QE STAFF ADVICE BULLETIN

ISSUE 7: YOUR RIGHTS WHEN BUYING ONLINE

What are your consumer rights when an online purchase goes wrong?

At Citizens Advice Gateshead we know that a big issue people are facing is trying to recover their money when their online purchase goes wrong, and they end up spending time and money trying to resolve the problem to avoid losing cash.

If this has happened to you, with around 1 in 4 retail sales in the UK now being done online, you're not alone. So, we've pulled together this short guide to help you know your consumer rights when an online purchase goes wrong, to avoid you losing out.

1. Can you return 'big ticket' items?

"I've spent all my savings on a second-hand car from a website, but I've realised I've made a mistake. Can I get them to collect it? I need the money!"

With most purchases online – with exceptions for some items like personalised items, magazines and sealed goods - you have 14 days to change your mind. This even applies to "big ticket" purchases like cars. Traders may even give you more time to cancel than the legally required 14 days, but you should check that with them before making your purchase.

The '14 days right to return' is not absolute or clear-cut and sometimes you might find that you have inadvertently done something or made a decision associated with the purchase that then goes against your best interests as a consumer. For example, if you have caused issues with the item or "diminished the value" through using it, meaning if you returned it they would lose money. In this case, the trader could try to recover the cost of the diminished value. Generally, the item shouldn't have been handled more than what you would in a shop when inspecting or testing the item to find out how it works.

For a car, for example, a drive around the block should be fine, but drive the car halfway across the country on your first journey and the trader is likely to look to recover costs on the basis that this has diminished its value.

2. If I can't go to an event can the ticket be refunded?

“I’ve booked tickets online earlier this week for an event but I’m ill and can’t go. The website will not give me a refund, only a place at another event later in the year.”

Not every purchase gives you a legal right to cancel within the first 14 days, even if you’re ill and unable to use the service you’ve paid for. When travel or leisure purchases are due to take place at a particular time and on a certain date, you don’t have the *automatic* right to cancel. You should always check the terms and conditions (T&Cs) of your booking though as you may find they tell you you’re permitted to get a refund. If you’re offered an alternative to your booking, this would also lessen your ability to insist that a refund is given, so make sure you’ve checked your T&Cs before you agree to it.

The same applies if the event provider cancels due to illness or on medical grounds - you’ll often have a right to a refund at this point, but the T&Cs may dictate that the event will be rearranged instead. You are considered to have agreed to these T&Cs when you bought the ticket, so always check before, or consider taking out additional insurance which, although it costs more, will reduce your risk of losing money if the unexpected happens.

3. My parcel has gone missing – where do I stand?

“I bought an item online and the courier left the parcel outside my door – not in the safe space I specified - and it’s disappeared. The trader has told me to take it up with the courier, but I can’t get through to them.”

When you make a purchase from a retailer’s website your legal rights are direct with the retailer, and it is the retailer’s responsibility to make sure the item is delivered to you as you requested. The only exception to this can be if you pay for enhanced delivery, but even then you should refer to the T&Cs to check if it specifically says you have a direct contract with the courier rather than the retailer.

In most cases, take your issue up with the retailer – you can state that you have no contract with the courier but the retailer does – and that it is the retailer’s responsibility to make sure their delivery partner delivers on their behalf.

You could request a refund if the item has gone missing, so has not been delivered, as the retailer has not fulfilled their contract with you, or you could ask them to send the item again. It will be your responsibility, however, to prove that the item hasn’t been delivered. If you hear nothing back you can contact your debit card provider and ask for a chargeback – this commonly has to be done within 120 days but contact them sooner rather than later and check your account details. If you’ve paid over £100 for the item by credit card, in this case you could also claim through your credit card company.

If you think the item has been stolen off your doorstep, you should always report it to the police.

4. I've received a faulty item from a private seller – can I have a refund?

“I've bought from a private seller on Facebook marketplace and after a few days of having the product I've noticed that it's faulty. The private seller won't give me my money back. What can I do?”

Buying privately is something that is becoming a lot more common as people connect online. Whether you collect the item or the seller arranges delivery to you, be aware that your rights when buying from a private seller are *significantly different* than when purchasing from a trader online.

For example, you can only rely on the description that they use in any advert, and the seller's legal ownership of the item (i.e. that the item isn't stolen). This means that if the item isn't faulty, it isn't necessarily their responsibility to give you your money back - that would only happen if they misdescribed the item in some way and you factually prove that this description was incorrect. Otherwise buying and selling privately is very much based on the principle of “buyer beware” so you should exercise caution especially with products advertised as “sold as seen” or “spares and repairs”.

5. Can I return faulty shoes or clothing that I've worn?

“I bought a pair of trainers online 7 days ago and within 2 wears they have fallen apart. The trader says I can't get a refund as I have worn the shoes more than once. What are my rights?”

If this was just returning a pair of trainers you didn't like, and you had worn them more than once, so ‘diminished their value’, the trader could refuse return under the 14 day rule. However, as the shoes have ‘fallen apart’ after only 2 wears, its likely that you can argue the Consumer Rights Act here.

This law applies if you buy something that does not match its description or is not of ‘satisfactory quality.’ This is based on what it is reasonable for the average customer to expect. For a pair of shoes, you would reasonably expect to get more than 2 wears out of them before wear and tear began to take effect. For this reason, you can go back to the trader and request a pre-paid label to return the shoes and a full refund once they have been returned within 14 days. You have 30 days from the date of purchase to ask for a refund under the Consumer Rights Act. Beyond this you must accept a repair or replacement of the item, and the trader can choose which.

If you are unsure about your legal rights, or what to do if a trader is not adhering to your rights, you can seek information for free www.citizensadvice.org.uk/consumer/ or call the national Consumer service on 0808 223 1133

If you would like to speak to someone about your household finances, for advice on how best to budget your support payments, or to check whether you are getting all of the benefits you are entitled to, remember for direct access to social welfare advice from your Citizens Advice Gateshead team, email

gestaffswa@citizensadvicegateshead.org.uk or call 0191 490 4231 and we'll be back in touch with you within 1 working day Monday to Friday.