



**What
am I to do?**

When you spend your hard-earned money on something new for the house or garden, you have the right to expect that your purchases will be trouble-free. But what if they're not?

According to sample

I ordered some curtains after seeing a sample in the shop but when they were finished they didn't look like the sample. Can I ask for a refund?

The Sale of Goods and Supply of Services Act, which gives rights to consumers in their dealings with retailers, states that if an article does not correspond to a sample you are entitled to ask for a repair, replacement or refund. If the curtains that you ordered are different from the sample you chose you have the right to redress.

The law does not specify who chooses the form of redress. So if you do not agree with the compensation proposed by the retailer you can seek another form. And if you do not finally reach an agreement, you may take a claim to the Small Claims Court.

However, you have no grounds for redress if the initial sample was not as you assumed it to be, for example, if the sample of the curtains was white, but you thought it was beige. In this case, the mistake would be yours, and would not be the retailer's responsibility.

Barbecue bother

I bought a barbecue but I didn't open it for about a month. When I went to use it there were some pieces missing. What can I do?

In this situation the law is unclear and the case should be considered carefully. On the one hand, the Sale of Goods Act states that consumers have the right to return faulty products and does not stipulate a time limit for this return. So the common store policy of not accepting returns after 28 days cannot be used in the case of faulty goods.

On the other hand, consumers should act promptly when they have a problem with a product. If there has been an undue delay making the complaint or returning the item they will only have the right to receive a partial refund or a repair.

You should go immediately to the store where you bought the barbecue and explain the situation to them. A month is a short period of time so you will probably be able to return it or receive a refund.

Washing woes

After six months of use, my washing machine won't work. The seller tells me that I can't have a refund because I have already used it several times. What are my rights?

Some household appliances, as washing machines, fridges, vacuum cleaners or toasters, break down after they have been used for a few weeks. The law states that the rights of the consumer may be reduced if the goods have been used for a reasonable length of time, as in the case of your washing machine. In this situation, you would be entitled to a repair or a partial refund.

In addition, electrical goods such as your washing machine often have a guarantee. The guarantee is a written statement where the manufacturer compromises, during a defined period of time after the purchase, to repair or replace the item in case of a problem. A guarantee is legally binding, which means that if what is written on it is not done you can take the case to the Small Claims Court.

Report by
Nahia Nebra 