

Savvy Seniors

A guide to consumer rights for seniors



Government of South Australia
Consumer and Business Services

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Disclaimer

The information contained in *Savvy Seniors* is intended as a guide only and is not a comprehensive account of the law or a substitute for professional advice.

Although the information in this booklet has been researched and presented with due care, Consumer and Business Services accepts no responsibility for any errors or omissions which may have occurred within the publication.

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1. Introduction

Savvy Seniors is a guide that aims to equip older South Australians with enough information and know-how to avoid being exploited.

Most people deal as consumers with retailers and other traders almost every day and for many people shopping plays an important part in their lives.



But globalisation and the constant tide of new products and services have led to all sorts of dilemmas, ranging from the quality and safety of imported toys to issues about consumer guarantees and refund entitlements.

On top of this, an increase in online fraud has led to a much greater risk of identity theft and other scams.

By understanding fair trading laws and knowing and asserting your rights as a consumer you are in a better position to avoid being ripped off.

As well as this, you can often change a trader's behaviour to get a fairer outcome for yourself and pave the way for other shoppers who may be less empowered.

This guide offers you lots of handy tips to navigate your way through the marketplace as a consumer.

Revisit it many times to make sure you get the best deal possible – whether it be in relation to arranging an overseas holiday or arranging a refund or replacement for a product that doesn't do what it's supposed to do.

After all, as a savvy senior, you have the power to influence the marketplace through both your purchasing power and your voice.

This guide offers you lots of handy tips to navigate your way through the marketplace as a consumer.





Stay informed, shop around, compare prices and quality and ask about after-sales service and guarantees.

2. Consumer protection

Legislation

Australia has a national consumer law, the Australian Consumer Law (ACL) which includes:

- national consumer protection and fair trading laws
- penalties, enforcement powers and consumer redress options
- national unfair contract terms
- a national product safety regime
- national consumer guarantees.

Who regulates the ACL?

Australian courts and tribunals can enforce the law, including those of the states and territories. The regulators include:

- the Australian Competition and Consumer Commission (ACCC)
- the Australian Securities and Investments Commission (ASIC)
- each state and territory consumer protection agency. In South Australia, this is the Consumer and Business Services (CBS) division of the Attorney-General's Department.

Your rights

When you know your rights as a consumer you are more likely to make informed choices and demand safer products and services.

By taking a few simple precautions before buying you can reduce the risk of being out of pocket or getting into a dispute. Stay informed, shop around, compare prices and quality and ask about after-sales service and guarantees.



As a consumer, you have a right to:

- honest and accurate information to help you decide which goods or services to purchase
- a fair and reasonable contract when you purchase goods and services
- goods and services that are:
 - of acceptable quality
 - free from faults or defects
 - fit for purpose and
 - matching the description or sample given

- redress if you have a problem with something you have bought (remedies include a refund, repair, replacement or resupply of services)
- claim compensation through court action where you suffer a loss caused by a product or service.

How to complain

When you know your consumer rights, you feel more confident in approaching a business with a complaint. If you need guidance on how to make a formal complaint see page 60-63.



3. Money business

Budgeting

If you don't know where all your money goes, working out a budget to track your income and expenses is very worthwhile.

By recording everything, in and out, you can:

- work out where your money has gone
- understand how much you'll need to pay for the things you really need
- identify where you're wasting money
- decide how much money you can save for things like holidays or unexpected expenses.

Steps to putting together your own budget planner

1. Work out your total income (e.g. wages, pensions, Centrelink benefits and investment income from rent, shares dividends etc).
2. Look at all of your outgoing expenses (e.g. any regular savings allocation you may make, accommodation costs, council rates, loan repayments, house and car insurance, transport and telephone, food and medicines, entertainment and regular non-essential items such as magazines).



Money saving tips

We live in an age of consumerism, and with so much advertising for new exciting goods, it can be hard to be disciplined with our money. But there are always ways we can do more with less.

Try to be conscious of your spending habits. Minimise unplanned or compulsive shopping by setting limits or by giving yourself a cooling-off period before deciding to part with your money.

If you have a credit card, be strict about using it. Make sure you pay everything off before interest applies.

Borrow books and magazines from your local library – it's free. Take advantage of discount movie sessions offered by most cinemas or any 'two for the price of one' offers. Above all, live within your means and think about your future needs.

You should also check to see if you're eligible for the Seniors Card. It's available to South Australians aged 60 years and over who do not work more than 20 hours a week in paid employment.

Seniors Card offers a range of benefits, concessions and discounts on goods and services such as utilities and council rates.

Seniors Card holders can get free travel on Adelaide Metro public transport services all day on weekends and public holidays and between 9am and 3pm on weekdays. Concessional rates apply at all other times. Seniors Card holders can also access concessional public transport in all states and territories.

For more information on the Seniors Card program, visit www.sa.gov.au/seniorscard

3. If you are under financial strain, identify which expenses could or should be cut. You may think about cooking cheaper meals, relying more on discounted goods or eliminating certain things like bottled water or restaurant meals.
4. If you're having trouble paying bills on time or meeting loan repayments talk to the service provider to see if they will agree to refinance your loan or adjust your repayments. Seek advice from a financial counsellor as soon as possible – especially if you're unsure about what needs to be done to resolve your money problems.

Credit options

These days we use credit for all sorts of reasons. For example, one consumer may have a credit card for the sole purpose of buying concert tickets online while another may use credit to buy something they need urgently but can only afford to pay off over time (such as a new hot water system). There are lots of types of credit to choose from but it's important to remember that all credit comes at a cost.

Remember that when you sign a credit agreement it is a legally binding contract and if you default on the terms financial penalties will apply and you may even be taken to court over any unpaid money.

Credit cards

Credit cards are available from banks and credit unions. They are a convenient way to access money anytime and generally anywhere in the world. They also make it possible to shop online or pay bills over the phone.

But they are not without risk. Interest rates can be high – especially if the card is used for cash advances. Some people forget that they are incurring real debt and may end up living beyond their means. Credit card debt can linger for years if you only ever make the minimum monthly repayment.



Credit card do's and don'ts

Do's

- **DO** pay your account in full each month whenever possible.
- **DO** take advantage of any 'interest free' period.
- **DO** use your card for urgent purchases only.
- **DO** use debit cards (where money is deducted straight from your bank account).
- **DO** check your statements regularly to detect any unauthorised transactions.
- **DO** remember that department store cards might have higher interest rates.

Don'ts

- **DON'T** treat credit cards as 'money on tap'.
- **DON'T** ignore the warning signs such as reaching your credit limit or needing to use your card for a cash advance.

Personal loans can be a good alternative to credit cards. The interest rate is often lower and encourages a more disciplined way of paying a loan.

Store cards

Store cards are a loyalty type credit card offered by major retailers and often give you access to discounts or loyalty reward bonus points. The pitfalls are the same as those that occur when using regular credit cards – except sometimes the interest rates can be even higher.

Interest free traps

These days there are plenty of tempting 'interest-free' offers around – some deals offer interest free terms for up to five years, with no deposit required. Some retailers even offer deals that mean customers who sign up don't have to make any repayments for six or twelve months.

While such interest free offers can seem tantalising, they only work for very disciplined and organised

people. If you aren't, you can get into real trouble if you fail to make the minimum payments on time or fully pay off the goods within the terms you signed up for.

Defaulting on the terms could see you penalised with interest rates of up to 30 percent a year on the outstanding debt. And this type of debt can be a millstone for years to come – especially if you make only the minimum payment required.

Always weigh up the pros and cons of the deal before signing anything. Ask yourself:

- Do I need it right now or can I afford to wait until I've saved up the cash?
- Can I get a better discount by paying cash upfront?
- Is the product available elsewhere on interest-free terms, for a better price?
- Am I better off getting a personal loan, with a fixed interest rate?

Credit card debt can linger for years if you only ever make the minimum monthly repayment.

Personal loans from banks and credit unions

Personal loans are generally used for bigger purchases such as buying a car or installing solar panels. The interest rates offered are generally lower than the rates charged to credit cards and consumers have the option of fixing the interest rate or sticking with the variable rate.

Payday loans (micro-lending)

Payday loans tend to be advertised as an easy, hassle free way to access fast money to tide you over from payday to payday. They tend to require less stringent credit history criteria and so they appeal to people who are turned away by mainstream lenders.



While they can sound like an easy option for getting out of financial tight spots, in reality payday loans have exorbitant interest rates (or 'fees'), ranging from 40 percent to 1000 percent per year on the loan.

Consolidation loans

A consolidation loan enables the borrower to merge a number of loans into a single loan. Before entering into such an arrangement, make sure that you have compared the overall costs of your existing loans with the new terms being offered to ensure that you have indeed reduced the amount of overall interest you need to pay.

Low interest loans

These schemes are generally offered to people on low incomes, those with Healthcare Cards or Pension Cards issued by Centrelink. The amounts involved range from a few hundred dollars to \$3000 and while interest rates still apply, they are in line with the rates charged for most mainstream personal loan rates, and sometimes even less.

No interest loan schemes

Many community groups around Australia (as well as some banks) offer No Interest Loan Schemes (NILS). These loans are typically for amounts between \$250 and \$1000 and are designed for people on low incomes so that they can buy basic household goods when they don't have the cash to pay for them upfront. The loans normally need to be paid back over 12 months or so.

Anglicare SA, NILS SA Network and the National Australia Bank are among the organisations that offer these loans for essential items such as washing machines.

You can contact your local council or Centrelink's Financial Information Service on 132 300 for details about local No Interest Loan Schemes or information about financial counselling services in your area.



Pre-paid and other funeral plans

A pre-paid funeral is where funeral arrangements are decided before a person dies and a contract is signed and money paid in advance to cater for the specific plans agreed to.

Some pre-paid funerals are paid for in periodic instalments, others involve an upfront payment in full.

The aim is to ease the emotional and financial burden on families at the time of a funeral. But if you are thinking about entering into a pre-paid funeral plan, there are some things you need to consider.

Some pre-paid funerals are limited and do not cover the costs of cremation and burial but only meet the personal service and coffin expenses. Make sure you are clear about whether you are pre-paying for everything concerned with the funeral or only some of the costs.



Funerals

Many people prefer to pay a cemetery or crematorium in advance for the right to use a certain grave plot, a wall niche or spot in a memorial garden and leave the rest to relatives to organise.

Some things to consider if you have to organise a funeral:

- Did the deceased leave a will? It may have instructions about preferred funeral arrangements.
- Are there any previous financial arrangements in place such as a pre-paid grave-site, funeral insurance, a funeral bond or a pre-paid funeral package?
- Was the deceased a returned service person or a member of any association which may entitle them to a funeral benefit?
- If you or the deceased person received payments from Centrelink have you checked to see if you are entitled to a bereavement benefit?

If things go wrong with a funeral director or fund contact Consumer and Business Services on (08) 8204 9777 for assistance.

Travel tips and safeguards

Whether you're an experienced international traveller or a first timer, being prepared for the trip and having some contingency plans in place can mean the difference between having a horrible holiday or a heavenly one.

The Australian Government is able to help its citizens who get into difficulty overseas, but there are limits to what can be done. So before you go make sure you read the Consular Services

Charter and check the latest travel advice for your destination on www.smartraveller.gov.au

Make sure you register your personal and travel details at smartraveller.gov.au ahead of your trip, so you can be easily traced in an emergency. If you don't have access to the internet, phone 1300 555 135 to register.

Booking your trip

It's wise to book your travel through a licensed travel agency as they are generally covered by the Travel Compensation Fund. This fund exists to provide compensation to travellers who suffer loss if the business they've booked through goes under.

It is also recommended that you pay for your tickets, tours etc with a credit card; that way you can reverse the transaction more easily should the agency fail to deliver on the travel package you've paid for.

The Travel Compensation Fund website www.tcf.org.au provides information about lodging a claim.

Airlines

If you're worried that an airline may question your fitness to fly, it's wise to get a letter from your doctor stating that you are indeed fit for air travel.

If you have a disability, contact your airline to find out about shuttle services, special seating and other special arrangements.



Medication

If you need to carry needles and syringes on to the plane, make sure you have a letter from your doctor explaining why you need them and seek early advice from your airline on how to comply with airport and air travel security rules.

If you are travelling with medication, check that it's legal in the countries you're visiting by contacting the relevant foreign mission in Australia before leaving home. Contact details are available at www.dfat.gov.au/embassies.html

It's a good idea to keep all medications in the original, labelled container to avoid customs problems, as well as a letter from your doctor explaining the medication is for your personal needs.

Top travel tips

- Check the latest travel advice for your destination.
- Take out the appropriate travel insurance to cover you in the event of an emergency which may require hospital treatment, medical evacuation and also for theft and damage etc.
- Register your travel and contact details at the local Australian embassy, high commission or consulate once you arrive, so you can be contacted in an emergency. You can also do this through www.smartraveller.gov.au or by calling 1300 555 135 to register before you go.
- Find out what visas you'll need for the country or countries you're visiting or transiting (a visa doesn't always guarantee entry). If you're going through a travel agent, check that this is done for you.
- Make sure that your passport has at least six months' validity from your planned date of return to Australia. Some countries will refuse entry on arrival and some airlines won't allow passengers to board flights if their passport doesn't meet this requirement.
- Make two photocopies of valuable documents such as your passport, tickets, visas and itinerary. Keep one copy with you (separated from the originals) and leave another copy with someone at home.
- Mix up the ways you access your money overseas in case a particular payment method is rejected (make sure you have credit cards, travellers' cheques and cash on hand at any given time).
- Make sure that you know what the correct exchange rate is (check in local papers, at banks and possibly post offices for the official rate).

- Find out from your bank whether your ATM card will work overseas.
 - Never leave your credit card out of sight.
 - Obey the law and respect local customs and clothing standards.
 - Think about getting a Medic Alert bracelet for any pre-existing medical conditions (www.medicalert.com.au for more information).
 - Get appropriate vaccinations before heading to exotic countries (for details visit Immunise Australia Program – www.immunise.health.gov.au)
- Before leaving Australia, find out whether you're regarded as a national of the country you intend to visit and whether holding dual nationality poses any difficulties for your travel.
 - If you're travelling independently, you may want to book your accommodation ahead of arrival – especially if you're meant to arrive at your destination at night.



4. Savvy shopping

Receipts – proof of transaction and itemised bills

Businesses must supply you with proof of transaction (a receipt) for goods or services valued at \$75 or more.

Examples include a GST tax invoice, a cash register receipt or a receipt number provided for a telephone or internet transaction.

If the goods or services are worth less than \$75, you can ask the business to give you a proof of transaction within seven days.

Within 30 days of receiving a service or bill, you can also request that the business provide you with an itemised bill that shows:

- how the price was calculated
- number of hours of labour and the rate
- a list of materials used and the amount charged for them.

The business must give you an itemised bill within seven days of the request.

When you return a faulty item, you need to show a receipt or proof of purchase, such as a credit card statement, lay-by agreement, or a confirmation or receipt number from an over-the-phone or online purchase.

Guarantees

Your rights as a shopper have been strengthened by the new Australian Consumer Law (ACL), which came into effect on 1 January 2011.



The law automatically provides you with guarantees on goods and services that you purchase. You are guaranteed that the goods you buy:

- are of acceptable quality
- match the description, sample or demonstration model you were shown
- are fit for their intended purpose
- have the right to be sold, with no money owing on the goods before they are sold
- have repair facilities and spare parts reasonably available.



Also, you are guaranteed that the services you buy are:

- provided with due care and skill
- fit for purpose
- completed within a reasonable time.

A manufacturer also guarantees the availability of spare parts and repairs and that any express warranty will be honoured.

If a good or service fails to meet a guarantee, you have rights against the supplier or manufacturer. They must provide a remedy – either by fixing the fault, by providing you with a refund or compensation, or by replacing the good or service.

Goods and services covered by consumer guarantees

Consumer guarantees apply to:

- any type of goods or services costing up to \$40,000
- goods or services costing more than \$40,000, which are normally used for personal, domestic or household purposes
- vehicles and trailers.

They also apply to services that:

- cost up to \$40,000 regardless of purpose or use
- cost more than \$40,000 and are normally acquired for personal, domestic or household purposes.

Goods and services not covered by consumer guarantees

Consumer guarantees do not apply to goods that:

- were bought before 1 January 2011 (these are covered under previous laws)
- were bought from one-off sales by private sellers, such as garage sales and school fêtes
- were bought at auctions where the auctioneer acts as agent for the owner
- cost more than \$40,000 and are normally for business use
- a person buys to onsell or resupply
- a person wants to use, as part of a business, to manufacture, produce or repair something else.

They also do not apply to services that:

- were bought before 1 January 2011 (these are covered under previous laws)
- cost more than \$40,000 and are normally for business use
- are for the transportation or storage of goods for a business, trade, profession or occupation
- are insurance contracts.

When goods or services do not meet a consumer guarantee

When you have a problem with goods or a service, the type of remedy you can ask for depends on whether the problem is classed as either a minor or major failure.

For goods, if the problem is major, you can:

- reject the goods and get a refund OR

- reject the goods and get an identical replacement, or one of similar value if reasonably available OR
- keep the goods and claim compensation for the drop in value caused by the problem.

For services, if the problem is major, you can:

- cancel the service contract with the business and claim a refund OR
- keep the contract and claim compensation for the difference in the service delivered and what was paid for.

For a major failure, the consumer gets to choose which option to take, not the business.



For goods, if the problem is minor, the business can:

- provide a refund
- replace the goods
- repair the goods.

For services, if the problem is minor, the business can fix the problem:

- free-of-charge
- within a reasonable time.

The time you have to reject the good or service is the length of time it would reasonably be expected to last, e.g. if you buy a fridge for \$1500 with a 12 month warranty, you would still expect it to last longer than 12 months.

What qualifies as a 'major failure'?

A major problem with a product is when:

- you would not have bought the product if you had known about the problem. For example, you wouldn't buy a washing machine if you knew the motor was going to burn out after three months
- the product is significantly different from the description, sample or demonstration model shown to you. For example, you order a red bicycle from a catalogue, but the bicycle delivered is green
- the product is substantially unfit for its normal purpose and cannot easily be made fit, within a reasonable time. For example, a ski jacket is not waterproof because it is made from the wrong material
- the goods are unsafe. For example, an electric blanket has faulty wiring.



A major problem with services is when:

- you would not have acquired the services if you had known the nature and extent of the problem. For example, you would not have a jacket dry-cleaned if you knew the dye would run
- the services are substantially unfit for their normal purpose and cannot easily be made fit, within a reasonable time. For example, a carpet-cleaning service changes the colour of your carpet in some places
- the supply of the services has created an unsafe situation. For example, an electrician incorrectly wires wall sockets in your new kitchen, which makes the electrical outlets unsafe.

Refunds

Under the Australian Consumer Law, if you find that an item is faulty after you buy or use it, you have the right to return it. The store must fix the problem, even if:

- you have used the item, removed the tags, or taken it out of the original packaging
- it was discounted, on the samples or seconds rack, or from a factory outlet.

It is illegal for stores to display signs such as 'no refunds on items with the tags removed' and 'no refunds on sale items'.

However, you can't claim a refund on a faulty item if you knew about the fault before you bought it. For example, if the store attached a tag to a shirt saying it was 'reduced – faulty stitching', you can't return it because of the faulty stitching. However, if the colour bleeds after the first wash when you have followed the washing instructions, you can return the item.

What the store offers you when you return a faulty item depends on the problem. If it is a major problem, you can choose a refund or replacement, or you can keep the item and get compensation for the drop in value. For minor problems, the store can choose whether to refund, repair or replace it.



The store does not have to allow you to return an item you simply change your mind about – unless they have a store policy offering a refund, exchange or credit note for ‘change-of-mind’ purchases. If a store advertises such a policy then they must comply with it.

When can you get a refund?

If there is a problem with goods you have bought, the store must fix the problem by giving you a refund, repair, replacement or other type of remedy. The type of remedy depends on the problem.

Problems the store should fix if a product you bought is faulty

For example, the item:

- does not do what it’s normally supposed to
- has a defect – *my toaster’s timer knob fell off the first time I used it*
- is unacceptable in appearance or finish is unsafe – *sparks fly out of my toaster*
- isn’t durable – *my toaster broke down only three months after I bought it.*

You are entitled to return a faulty item, as the store automatically guarantees their products are of acceptable quality (refer to Guarantees section).

You are **not** entitled to return an item when:

- the store told you (or displayed a sign) about hidden defects before you bought the item
- you examined the item before buying and didn’t find defects you should have noticed
- you used the item in an ‘abnormal’ way – for example, you left your mobile phone in the rain
- you have used the item for a very long time, for example, the blades on your blender wear out after 15 years of use.





You only found out it was faulty after you used it

I bought a polo shirt and wore it a few times. The first time I washed it following the instructions on the label, the dye ran all over the collar.

You can return an item that turns out to be faulty even if you have:

- worn or used it
- removed the tags or labels, or
- removed it from the original packaging.

You found that it doesn't match the sample or demo model

I ordered a couch based on a sample of fabric. When my new couch arrived, it was a different colour from the sample.

When you buy something based on a sample or model, the item must match that sample. If the item is so different you would not have bought it, you are entitled to a refund.

You found that it doesn't match the description

I bought a wallet described as 'leather' in the store's catalogue. When I got home, I discovered it was actually vinyl.

The item must match its description (for example, on the label or in a TV commercial) – if it is so different from the description that you would not have bought it, you are entitled to a refund.

You found that it doesn't do what the salesperson said it would

I bought a watch, which the salesperson said I could use when diving. A couple of weeks later, I went for a dive wearing my new watch and it filled up with water.

You can return an item if it doesn't do what the salesperson told you it would.

Problems the store doesn't need to fix

You changed your mind

When I got home and tried on my new shirt, I realised I don't like the way it fits. I want a refund.

A store doesn't have to give you a refund if you have simply changed your mind. However, some stores have their own in-store policy which includes offering a refund, exchange or credit note for 'change-of mind' purchases.

You don't have a receipt

In all cases, you need to prove the item was purchased from that store. If you don't have the cash register receipt, you could show:

- a credit card statement
- a lay-by agreement
- a confirmation or receipt number from a phone or online purchase.

You received it as a gift

Gift recipients have the same refund rights as a customer who bought the item directly – but you can only return the item if you have proof of purchase. See above.

You bought it on sale

You have the same refund rights on sale items as you do on full-priced items. For example, if the item was:

- discounted
- on the 'samples and seconds' rack
- bought from a factory outlet.

This is why it is illegal for stores to display a 'no refunds on sale items' sign. However, you can't claim a refund for problems the store told you about, or problems you should have noticed when examining the item (e.g. the tag on the jeans said 'missing button').

You bought it second-hand

From a store: You have the same refund rights on second-hand purchases as you do for new items. However, you must take into account the item's age, price and condition.



From a private seller: You are not entitled to return second-hand items you bought from a private seller – for example at a garage sale or through a classifieds ad.

You bought it online

If you bought an item online from an Australian business, you have the same refund rights as when buying from a shop – unless you bought the item from a private seller (see above.)

If you bought an item online from a business outside of Australia, consumer protections may not apply.

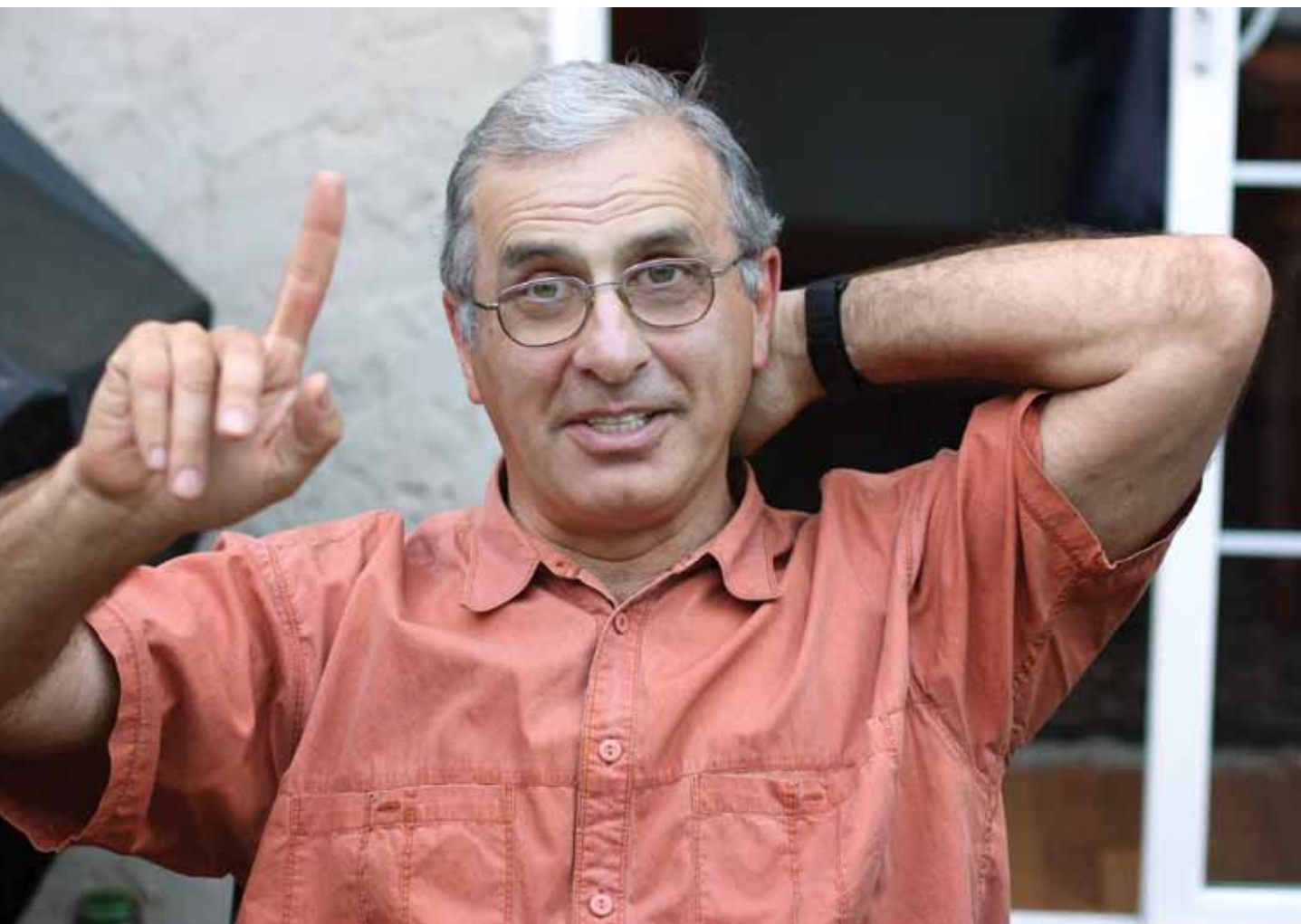
Can you get a refund, repair or replacement?

It depends if the problem is:

Major i.e. it can't be fixed, or would take too long or is too difficult to fix

So you get to choose what happens:

- you can return the item and choose a refund or replacement or
- you can keep the item and get compensation for the drop in value.



Minor i.e. it can be fixed within a reasonable time

You must give the store the chance to fix the problem. They get to choose whether to refund, repair or replace. It is the store's responsibility to return the item to the manufacturer for repair. If the trader takes too long or refuses, you can:

- return the item, and ask for a refund or replacement or
- get someone else to repair the item and ask the store to pay reasonable costs.



Contracts

As a consumer, you probably enter into a number of contracts every day even if you don't realise it.

Each time you make a purchase, hire a tradesperson or book a holiday, you are entering into a contract. A contract is any agreement that you make with another party that is intended to be legally enforceable. A contract does not generally have to be in writing; it can be verbal, or agreed to with the click of a mouse. Often it involves the payment of money, but not always.

Terms and conditions set out the rights and responsibilities of each party to the contract. While you may have the opportunity to negotiate before you agree, these days it is more common for you to be offered a contract that is the same as, or similar to, what is offered to anyone else. This is called a 'standard form contract' (e.g. mobile phones, gym, pay TV).

With the new Unfair Contract Terms Law, there are increased protections in circumstances where you have little or no opportunity to negotiate with the business, that is, where the contract is on a take-it or leave-it basis.

If you think a term in your contract is unfair and you cannot resolve the issue with the business, you have options. There are alternative dispute resolution schemes that can help consumers resolve issues with businesses without going to court. Ombudsman services, for example, provide dispute resolution services in many industries, including telecommunications, finance, and energy and water supply services. (See Contacts page 64).

Consumer protection agencies, such as the ACCC and CBS, can take action through the legal system to have a term declared unfair – ultimately, a court will have to decide if a term in a contract is unfair. Consumers can also take their own civil action through the courts.

Lay-by

A lay-by agreement is when a shop allows you to pay for goods in two or more instalments on the condition you get the goods once you've paid in full.

Lay-by agreements must be in writing and must specify all the terms and conditions including the termination charge, if there is one. The trader must give you a copy of the lay-by agreement.

The trader may charge a termination fee if you decide to cancel a lay-by, but the amount of the fee must not be more than what would be considered reasonable costs. The trader must refund all other balances.

A trader must not cancel a lay-by agreement unless:

- you have breached the term of the agreement, such as missing scheduled payments
- they are no longer trading
- the goods are no longer available due to circumstances outside the trader's control.

The trader must return all monies that you have paid. A cancellation fee may apply.



Christmas hampers

As a result of the Australian Consumer Law, Christmas hampers, paid in advance in regular instalments, are now considered lay-by and are subject to the laws introduced in January 2011.

Christmas hampers purport to offer you 'great deals' and a 'great range' but in most cases you can shop cheaper at a supermarket.

You can select the items you want when you shop for yourself rather than rely on the brand names and items selected by the hamper supplier. Also, many people have experienced problems with delivery time and place.

If you like the idea of paying a small amount on a regular basis then it might be better to open a bank account specifically to save for Christmas shopping and deposit into it throughout the year.



The trader may charge a termination fee if you decide to cancel a lay-by.

Home repairs – use a licensed builder

Whether you need to replace your gutters, fix an air-conditioner or renovate a bathroom or kitchen, it's usually best to use a licensed building work contractor.

To check whether a person is appropriately licensed or to find a licensed tradesperson in your local area visit the Licensing Public Register at www.cbs.sa.gov.au or contact Consumer and Business Services on (08) 8204 9777 or 131 882 for country callers.

Engaging a builder

If the job concerned costs less than \$12,000 and you intend to engage a licensed building work contractor (builder) for the project, under the law, there is no need for a formal building work contract and the contractor doesn't have to take out an indemnity insurance policy.

But if the project is valued at more than \$12,000, your builder must enter into a domestic building contract with you – even if the job doesn't require council approval.

If the renovation is valued at \$12,000 or more and requires council approval, and you intend to act as an owner-builder, you are required to have a private building surveyor or registered building work supervisor to oversee the job. The builder performing any work costing \$12,000 or more must take out building indemnity insurance.

As a general rule, your building work contractor is entitled only to genuine progress payments for work done. However, your contractor may ask you to pay in advance for expenses that he or she has to pay to a third party. For example, to the council

for planning approval, to pay building indemnity insurance or to pay an engineer or surveyor for a report. Apart from money paid in advance for such fees, the law prohibits the builder from taking a deposit of more than \$1,000 on a domestic building work contract. If in doubt, seek advice before making any payments.

Always negotiate to pay the smallest possible deposit. Under the law, builders are not supposed to ask for more than \$1000 deposit.





Contact professional associations and other industry organisations to find local building services.

Tips for picking the right builder/contractor

Shop around. Get recommendations from friends or relatives. Before you sign a contract, be firm about what you want and weigh up at least three quotes for the same plans and specifications.

If it's a bigger job, ask to see a certificate of currency for public liability insurance. This insurance will protect you or third parties against any damage the tradesperson may cause.

Contact professional associations and other industry organisations to find local building services.

Get the tradesperson's details. Don't use itinerant traders who don't have a licence when they are working in a licensed industry. Tradespeople who don't have a fixed address or registered business name can be hard to trace if things go wrong and you want to get your money back or a job completed.

Make sure you obtain their:

- physical address
- landline telephone number
- registered business name
- licence details if their trade is licensed.

Find out how long the business you are considering has been around and whether it has always traded under the same name (contact the Australian Securities and Investment Commission for this type of information).

Ask to see some recent completed works of the building practitioners you are considering.

When you are choosing between quotes, ask yourself which builder is most likely to:

- deliver value for money
- meet your wish list
- give you clear and regular updates on progress
- communicate clearly, verbally and in writing
- be trustworthy as a business person and skilled builder.

If your contract will be more than \$12,000, make sure the contractor shows you a certificate of currency for domestic building insurance for your property.

Find out how long the business you are considering has been around....





5. Marketing

Door-to-door traders

Unsolicited door-to-door selling is where a salesperson comes to your premises, uninvited, to sell you something. Charity collectors and people doing surveys generally aren't considered to be door-to-door traders.

Under the Australian Consumer Law (ACL), door-to-door trading may only be conducted between 9am and 6pm on weekdays and between 9am and 5pm on Saturdays, unless by prior arrangement. Door-to-door traders are banned from calling on a consumer to negotiate a sale on Sundays or public holidays (unless an appointment was made beforehand with the consumer's consent).

Door-to-door trading can be a handy way to shop. But, if you've been pressured into signing up for something you don't need, it can be a costly inconvenience.

So, whether you're signing up for cable television or changing your energy retailer, you need to know your rights.

Identification and conduct

Under the law, door-to-door traders must show you their identification and information that identifies who they work for.

They must also explain the cooling off rights that apply to any deals worth \$100 or more before a contract is signed.

Protective conditions

Door-to-door sales laws provide you with certain rights that don't apply to other consumer agreements. If the goods or services cost \$100 or more, the following conditions apply:

- a 10 day cooling-off period
- a written copy of the agreement must be provided
- you must be provided with written information outlining your right to cool-off and a cooling-off form to use if you decide to change your mind
- the trader can't supply any services or accept any payment for goods or services before the 10 day cooling-off period has expired
- if you request a dealer to leave your premises they must do so immediately and must not contact you again for at least 30 days after your request.

Handy tips

If you're offered a door-to-door agreement you should:

- only agree to sign if you're sure you want the goods or services in question
- take the time to compare similar products
- understand and carefully consider all costs involved
- read the contract and cooling-off information closely
- seek independent advice
- don't be swayed by high pressure sales tactics.

Remember, it's ok to say 'No thanks!'

Of course, you're also within your rights to discourage all door-to-door salespeople from



Remember, it's ok to say 'No thanks!'

coming to your front door by displaying a 'No hawkers' or 'No door-to-door sales' sign in a prominent location.

While there are many legitimate door-to-door traders, there are also many scammers out there using the door-to-door sales method. Don't get ripped off by unlicensed itinerant traders using high pressure sales strategies to talk you in to having work done on the spot, for an upfront cash payment. For more information about these types of scams visit www.scamwatch.gov.au

For more information about unsolicited consumer agreements and the ACL visit www.consumerlaw.gov.au

Telemarketing

A telemarketing sales agreement involves the sale over the phone of personal, domestic or household goods or services worth more than \$100 – unless the value couldn't be determined at the time of making the agreement.

In telemarketing:

- all negotiations are made via the phone
- the supplier (or their telemarketer) makes initial contact by cold-calling the consumer.

Telemarketing is specifically regulated under the *Do Not Call Register Act 2006* and associated telemarketing standards. Under the law, telemarketing calls cannot be made:

- weekdays – before 9am or after 8pm
- Saturday – before 9am or after 5pm
- on a Sunday or a public holiday.

However, a supplier or agent can visit a consumer at any time if an appointment has been made with the consumer.



As with door-to-door trading, telemarketers must inform the consumer of their termination rights before an agreement is made and the consumer must be given a written copy of the agreement. This sales contract must meet the criteria of the ACL.

The contract must state that, upon signing the agreement, the consumer has 10 business days in which to cancel without penalty. There are other cooling off provisions which may apply if the salesperson breached the law in securing the contract. For more information, visit www.consumerlaw.gov.au

Blocking telemarketers – the Do Not Call Register

To avoid telemarketers, consumers can ask to be added to the Federal Government's 'Do Not Call Register' online www.donotcall.gov.au or by calling 1300 792 958. This registration will be valid for five years.

If a telemarketer calls or faxes a listed number, or arranges for calls or faxes to be made or sent on its behalf, the trader may be in breach of the law and could face penalties.

If you're registered on the Do Not Call Register and are still receiving unsolicited telemarketing



calls or marketing faxes, complain to the Australian Communications and Media Authority www.acma.gov.au, visit www.donotcall.gov.au or call 1300 792 958.

If lodging a complaint, provide the authority with:

- the time and date of the call or fax
- the phone number on which the call or fax was received
- your phone service provider.

Note, charities are excluded from the Do Not Call Register rules.

False advertising

Under the ACL, traders must not make false or misleading claims when it comes to the goods and services they sell or promote. This refers to advertisements, promotions, quotations, statements or any representation made by a person.

A business is in breach of the law if it creates a misleading overall impression about things such as the price, value, quality or endorsement or accreditation of consumer goods or services.

Puffery

‘Puffery’ generally isn’t deemed to be misleading or deceptive because it involves making a clearly far-fetched, subjective and ridiculous claim that no reasonable person could possibly treat seriously or find misleading.

For example: a restaurant owner claims to make ‘the best crêpes in Adelaide’.

Silence

A business can break the law by failing to give relevant information to a customer.

For example, a consumer who lives in the outback is buying a mobile phone. The salesperson knows that the consumer won’t be able to get solid coverage in the bush but deliberately fails to disclose this detail and sells the phone anyway.





Relying on disclaimers and small print

A business can't rely on disclaimers buried in small print as an excuse for misleading or deceptive conduct.

For example: a large department store was found to have engaged in misleading conduct when it advertised '25 percent off all clothing' and '15-40 percent off housewares', but in small print excluded certain labels and manchester.

At the same time, consumers cannot ignore disclaimers that are clear and well placed. Depending on the circumstances, prominent disclaimers may be enough to protect a business.

'Country of origin' representations

Under the law, businesses must not make false or misleading claims about the country of origin of goods.

Such claims can include words on a label, a picture on the packaging or something on promotional material which indicates that goods were made, produced or grown in a particular country.

'Made in' claims

For a business to claim goods are 'made in' a particular country:

- the goods must be substantially transformed in that country, and

- 50 percent or more of the total cost of producing or manufacturing the goods must be incurred in that country.

‘Product of’ claims

For a business to claim goods are ‘produced in’, ‘produce of’ or ‘product of’ a particular country:

- all or virtually all of the production or manufacturing processes must happen in that country, and
- all of the significant ingredients or components must come from that country. An ingredient or component does not have to be a certain percentage to be ‘significant’.

For example: An apple and guava juice bottle can carry a ‘produce of Australia’ label only if both the apple and guava juices combined are from Australia. The final product may contain an imported preservative and still be ‘produce of Australia’: the component juices are ‘significant’, the preservative is not.

Penalties

Misleading and deceptive conduct may lead to civil remedies including:

- injunctions
- damages
- compensation orders
- orders for non-party consumers
- non-punitive orders.

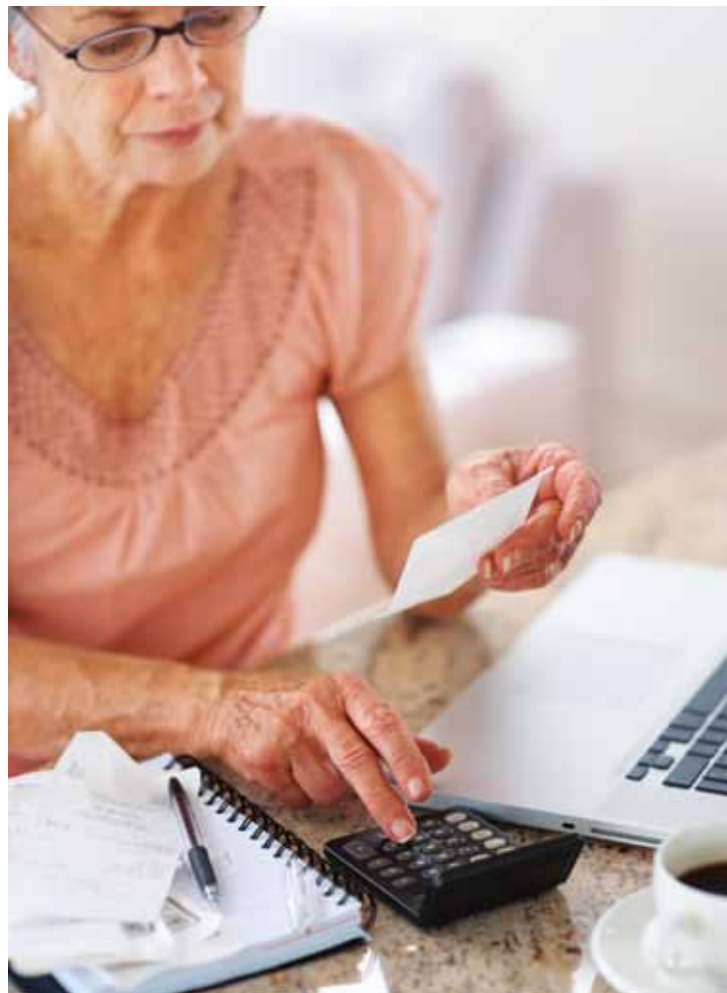
Making false or misleading representations is an offence which carries a penalty of up to \$220,000 for an individual and up to \$1.1 million for a body corporate.

Multiple pricing

If a trader displays a product with more than one price attached to it, under the law, they must sell the good for the lowest displayed price or withdraw the item until the price is corrected.

A price published in a catalogue or advertisement is a ‘displayed price’. Mistakes in catalogues or advertisements can be fixed by publishing a retraction in a publication with a similar circulation or audience to the original advertisement.

Misleading and deceptive conduct may lead to civil remedies...



Labels must state the ingredients to help consumers compare products, identify ingredients and avoid adverse reactions





Mandatory information standards

The ACL recognises the following mandatory information standards:

- care labelling for clothing and textile products
 - labels should include appropriate instructions to help consumers care for the item
- ingredient labelling of cosmetics and toiletries
 - labels must state the ingredients to help consumers compare products, identify ingredients and avoid adverse reactions
- tobacco labelling – tobacco products must carry required health warnings which comprise graphic images, warning messages, explanatory messages and information messages.

The onus is on suppliers, manufacturers, importers, distributors, hirers and retailers to:

- ensure goods and services they supply comply with relevant information standards, if sold within Australia
- be familiar with information standards relevant to those goods and services.

6. Tech Savvy

Online shopping

If you shop over the internet you will need to be aware of your online rights. You have rights and they exist regardless of what you have clicked 'I agree' to, but that doesn't mean you shouldn't carefully read the terms and conditions on a particular site.

The reputation of a trader may be more difficult to judge if they don't have a physical presence, but try to gather as much information as possible. Check with friends or people you trust, find out if the business has procedures for resolving disputes and satisfy yourself that the business is legitimate.

Whether you shop over the internet or in person, the goods you buy must meet a basic level of quality and performance, given their price and how they are described.



If you're dealing with traders outside Australia, make sure you understand what warranty and refund rights you have, as the transaction may not be covered under Australian law.

Your personal identity

If you're required to disclose personal information to a business, make sure you understand how they intend to deal with it. Some businesses may use your contact details for marketing purposes, putting you on mailing lists that you might object to (see the section on Telemarketing on page 34, for more information). Some may even sell your personal details to others, leading to unsolicited emails.

It's crucial that the computer you use to shop online has up to date security including a firewall, anti-virus and spyware protection. Without protection, your personal details can be stolen from the keystrokes you perform and these can then be used for fraudulent purposes.

Unfortunately, identity theft is a growing part of Australian life. While technological advances give us the means to communicate and do business virtually anywhere, the downside is that fraudsters and criminals have a better chance of obtaining our personal details and exploiting them for financial gain.

Identity theft can be devastating and lead to long term financial and emotional costs.

Identity theft can be devastating and lead to long term financial and emotional costs.



How to protect your identity

There are some quick and easy strategies to reduce the risk of identity theft.

- Store your personal documents in a safe and secure place, like a safe deposit box.
- Keep copies of key documents in a secure location, or with someone like a trusted relative or a legal professional.
- Destroy old records containing personal information, e.g. bills, expired cards, licences. Cut, shred or burn them before throwing them in the bin.
- Put a lock on your letterbox.
- Don't respond to suspicious mail or emails – delete them.
- Don't store personal details or passwords on mobile phones or wireless devices.
- Avoid giving personal or financial information over the phone – especially if you didn't initiate the phone call yourself.
- Register on the Do Not Call Register if you don't want to receive telemarketing calls. www.donotcall.gov.au or ring 1300 792 958.
- Limit the credit you have in certain accounts. Use a separate account or credit card with a low credit limit, which is not linked to your other accounts, for transactions over the phone or internet. If the loss isn't your fault your financial institution should reimburse you for any money lost.

Don't store personal details or passwords on mobile phones or wireless devices.



Protecting information on your computer

Visit the Stay Smart Online website to get the latest tips on protecting your computer.

www.staysmartonline.gov.au. Here are a few pointers:

- Install anti-virus software and firewall programs and ensure they are regularly updated.
- Use passwords to protect your computer and important documents, especially when using a wireless connection.
- Choose strong passwords and change them regularly. Don't use a pet or child's name or other words which may be obvious. Don't write them down and leave them in an obvious place, such as your wallet.
- Never click on a link or open an attachment in an email from someone you don't know and trust, instead, delete it.

- If you use sites that require a log on and password, don't tick the option that instructs the computer to remember the password.
- Avoid giving out personal information over the internet. Beware unsolicited emails that make offers that are too good to be true!

Remember, when it's time to dispose of an old computer, make sure no personal details remain on the device. You'll need to use wiping or erasing software for this as deleting files won't protect you sufficiently.

Broadband speeds and connection services

Broadband internet means an internet connection that is capable of transmitting large amounts of data at high speeds. The services available use:

- cable broadband
- ADSL and ADSL 2, using the conventional copper wire phone network
- wireless broadband (the most common type uses the mobile phone network)
- satellite broadband, generally used in rural or remote areas, or pockets where no access to other types of broadband exist.





Beware of hidden costs involved and of any penalties that you may need to pay if you cancel a long term contract.

Before you sign up to a service, ask the provider about monthly data allowances and find out what happens if you use up your allowance. Some providers may slow down your connection for the rest of the month, others may charge an excess fee.

There are several factors that may affect internet access speeds. These include your distance from the nearest phone exchange (in the case of ADSL), the distance from the nearest phone tower (in the case of wireless), or the number of people using the network. Other factors such as electrical interference, your hardware or modem and the programs on your computer can also affect your download speed.

Many service providers offer deals and discounts if you sign up for more than one of their services. Beware of hidden costs involved and of any penalties that you may need to pay if you cancel a long term contract.

Mobile phones

As a consumer, you have rights and obligations in relation to any contract that you enter into, including for a mobile phone service. If you take time to think about your usage patterns and what you can afford, it'll be easier for you to choose a service that best meets your needs. Make sure you understand your contract before you sign it.

Be careful about comparing plans based on claims like '\$50 per month for \$300 included value'. Every plan has different call rates and includes different types of calls and services so 'included value' or 'call allowance' usually can't be directly compared. For instance, low cost plans may include higher charges for calls and SMS so you reach your allowance amount

quicker and you're likely to end up with a higher bill than you expect.

If you don't want to be locked into a long-term contract, a pre-paid mobile phone could be a good option – you only pay for credit when you need it. You can buy as much credit as you need, but be aware that it often must be used within a certain timeframe (often 30 days) or you lose any credit you haven't used. The other disadvantage is that call rates are usually higher for pre-paid calls.

Every plan has different call rates and includes different types of calls and services...



Mobile internet

Most mobile phones these days allow you to access the internet, allowing you to email, download and shop online anywhere, any time.

Choose the plan that gives you a data allowance that suits how you are likely to use the phone. If you spend a lot of time streaming video,

Be careful to check the terms and conditions of the contract and understand your rights and obligations.



downloading music, photos and applications and so on, you'll need a larger allowance than if you just want to browse the web and send text messages.

Bundling your phone and internet services

Many communications companies offer you deals and discounts if you sign up to more than one of their services. For example, you may be offered a discount on your home phone account if you agree to use the same company for your internet or mobile connection. This is known as 'bundling'.

Before signing up for a bundled service, there are a few things to consider.

Ask yourself:

- Will you save money? Bundled packages can be difficult to compare, but checking your recent bills to work out your typical monthly costs and usage patterns can be a good starting point.
- Many bundled arrangements lock you into a long-term contract, and you may have to pay a penalty if you want to leave early.
- Are there hidden costs? Does the bundled package have extra service charges, more expensive local calls or fees for exceeding your download limit?

Remember that contracts are legally binding. Be careful to check the terms and conditions of the contract and understand your rights and obligations before you agree to sign anything.

Travelling overseas with your mobile phone

Most phone companies allow you to use your mobile phone when travelling overseas.



This service is known as ‘international roaming’. International roaming can be costly so, where possible, stay in touch by using email, VOIP (voice over internet protocol) or pre-paid call cards instead. You may be better off buying new SIM cards in the countries you visit so that you incur local costs for local calls.

Tips for minimising your bill

- Tell your friends and family how much it costs you when they call you overseas.
 - Use SMS rather than phone calls to keep in contact and encourage your friends and family to do the same.
 - Turn off any voicemail diversions you have such as voice messaging or paging services.
 - Turn your phone off when you’re not using it to avoid calls from people who may not realise you’re overseas.
- Turn off the ‘always on internet’ connection service.
 - Consider asking your phone company to set up an unconditional diversion before you depart so that:
 - all calls from Australia will go to a message service in Australia and not to your phone, thereby avoiding the international call rates
 - you can collect these messages when it’s convenient for you and return the important calls.



7. Scams and ID fraud

Spotting and avoiding scams

If someone has used a dishonest tactic to get you to part with your money, you've been scammed.

There are many scams that are well known – like the so-called Nigerian money transfer scam where you're promised a big reward if you help someone transfer money out of their country by giving them your personal bank account details. There are also many upfront payment scams circulating which ask you to send money in order to claim a product or reward.

Many scams are global and can be variations on a theme. Some scams are obvious but there are many out there that are subtle, creative and sophisticated so it pays to become 'scam alert'.

There are countless ways you can come into contact with scammers. For example, they may approach you by coming to your door, by calling you or emailing you, by sending you correspondence such as news of a lotto 'win' or they can target you through advertisements in publications or on websites.

Scams to watch out for include:

- chain letters
- pyramid schemes
- investment scams
- miracle cure/medical scams
- job ad/work from home scams
- lottery/fake prizes scams
- online romance scams
- bogus door-to-door traders posing as legitimate handymen/builders.

Charity scams are another type of fraud that people need to be wary of as they prey upon our compassion. For example, a fake organisation may claim to be fundraising for sick children.

When it comes to giving money to charities you should be cautious – give to a trusted, well known organisation in your own time and not because you’ve had an uninvited knock at the door, phone call or email.

Beware of imposters. Before you part with any money, it’s wise to get the charity’s contact details from the phone book or a trusted web site and make your own checks to make sure that any fundraising campaign in your area is legitimate.

While many charities must be licensed, there are some charitable organisations that don’t have to be – including religious organisations, environmental groups and educational institutions.

In SA, the Liquor and Gambling Commissioner administers the *Collections for Charitable Purposes Act 1939*. Under this law, the contact details of a licensed charity, along with its fundraising income and expenditure statement must be published at www.charities.sa.gov.au

By reading the financial statements shown on this site you can gain some insight into how much of the money you donate ends up directly helping the people you want to support.

Before you part with any money, it’s wise to get the charity’s contact details from the phone book or a trusted web site.

You may also wish to check the list of expired or revoked charity licences on the Liquor and Gambling website. You can contact the Australian Taxation Office www.ato.gov.au to find out if any donation you make is tax deductible and make sure you accept the terms and conditions of any raffle tickets you buy.

Think carefully about donating to strangers at your door. Watch out if:

- the person collecting comes to your door without identification or identification that looks suspicious
- the person makes you feel bad for not giving money
- the person seems uncomfortable or defensive after asked about how much of the donation gets absorbed by costs
- the person asks for a cash-only donation and/or the receipt they issue doesn’t have many details on it.





Protecting yourself from ID theft and fraud

Many scammers operate by stealing your personal details and using them to take money from your bank account, get a loan or do business in your name. The ramifications of identity theft can be long lasting and very hard to fix.

Methods that lead to identity theft can include:

- stealing someone's wallet
- rummaging through bins and letter boxes to get personal details
- scouring Facebook pages for private information
- hacking into a computer
- conning a person into providing all of their valuable personal details by sending an email that may look as if it's come from a bank or legitimate service provider or by simply sweet-talking them over the phone.

To protect yourself:

- Check your credit card and/or bank statements closely.
- Shred all documents containing personal information, such as old bills and bank statements.
- Never send money or give personal details to people you don't know and trust.

Delete any emails that turn up from a so-called bank, or any others from unknown or irregular sources.

- Be extra careful when it comes to putting any personal details into an email – avoid it if you can.
- If someone calls you claiming to be from a bank, don't automatically provide personal information. Instead find the contact number through an internet search or check the back of your ATM card.
- Delete any emails that turn up from a so-called bank, or any others from unknown or irregular sources.
- If a friend or relative emails you to say they're stranded overseas and need cash urgently, speak to them directly to confirm the request for help is genuine before sending any money or bank account information.

And remember, if anything seems suspicious, get independent advice or a second opinion about the offer.

Where to go for help

If you suspect your identity has been misused or that your personal details may have been accessed by an unknown person, let your bank or credit union know as soon as possible.

If you think you've been approached by a fake charity or any other type of scammer, report it through the SCAMwatch website, www.scamwatch.gov.au

Make sure you warn your friends, family, colleagues and neighbours about any fraudsters.

For further information, contact Consumer and Business Services on (08) 8204 9777 or the Australian Competition and Consumer Commission's Infocentre on 1300 302 502.





8. Product Safety

National product safety regime

You have a right to expect that the products you buy and use will be safe. You also have a responsibility to use products safely and be aware of the possible dangers of old and modified products.

Government agencies work with businesses and consumers to contribute to consumer product safety in Australia. A national regime covers consumer goods that are intended for personal, domestic or household use.

In Australia, governments are able to:

- issue safety warning notices
- ban products, temporarily or permanently
- impose mandatory safety standards
- issue compulsory recall notices, requiring businesses to recall a product
- impose information standards, requiring that certain information about a product be provided to you when you buy it.

Safety warning notices

A safety warning notice is issued to warn the public that a good or service is under investigation or poses a safety risk.

If you see a safety warning notice about a good or service that you've bought, it is important that you follow the advice provided. Some safety warning notices will tell you how to use the product or service in order to avoid injury. All safety warning notices are listed on the Product Safety Australia website at www.productsafety.gov.au

Recalls

A product can be recalled if it:

- may cause injury
- does not comply with a safety standard
- is banned.

A recall can either be compulsory (i.e. imposed by the government) or it can be a voluntary recall by the business or supplier. If you have bought a product that is recalled, you should follow the instructions in the recall notice. You may need to return the product to get it repaired or refunded.

All recall information is available from the Product Safety Recalls Australia website at www.recalls.gov.au

Bans

Bans can be placed on consumer goods or product-related services if there is evidence of the risk of serious injury, illness or death associated with it. The ban can be an interim ban or a permanent one.

A ban on a consumer good makes it unlawful for anyone to:

- sell or supply it
- offer to supply it
- manufacture or possess it
- have control of it.

A ban on a product-related service makes it unlawful for anyone, in trade or commerce, to supply or offer to supply that service.

All bans are listed on the Product Safety Australia website at www.productsafety.gov.au

Mandatory safety standards

Certain consumer goods or product-related services are produced under what is called a mandatory safety standard. This means that the product must meet certain safety criteria before it can be sold in Australia. For example, the top bunk of a bunk bed must have a safety railing which is at least 260mm above the mattress.

A mandatory safety standard for a consumer good can specify:

- the way the good is made
- what it contains
- how it works
- what tests it needs to pass
- whether any warnings or instructions need to accompany the good.

A mandatory safety standard for a product-related service can specify:

- how the services are supplied
- the skills or qualifications of a person supplying the service
- the materials used
- the tests these materials must pass.

Some consumer goods or product-related services have an information standard applied to them, requiring that certain information is provided to you about it. For example, information standards apply to ingredient labelling for cosmetics, labelling for tobacco products and care labelling for clothing and textile products. All mandatory safety standards and information standards are listed on the Product Safety Australia website at www.productsafety.gov.au

Using products safely at home

There are products we use on a daily or weekly basis around the house that may seem ordinary and harmless. But if they're not used correctly, some of these products can cause serious harm. This section deals with some of the products that you may be using at home and we offer advice about how to use them safely.



Hot water bottles

While hot water bottles can give you warmth, comfort and relief from aches and pains, they can also cause major burns if they're misused.

For example, you could burn yourself by splashing hot water while filling a hot water bottle or simply by putting a full hot water bottle directly against your skin.

Buying safe hot water bottles

- PVC and rubber hot water bottles sold in Australia must meet the mandatory safety standard for hot water bottles.
- Be aware that rubber hot water bottles can perish over time. PVC ones may last longer but always buy a new one as soon as any cracks or other signs of wear appear.
- Choose a hot water bottle with a large opening – this can reduce the risk of water spilling onto you while filling the bottle.

- Keep the packaging and receipt for your hot water bottle in case it fails and you need to report it to the ACCC.
- Replace your hot water bottle every year or two – it may look fine on the outside, but the inside could be dangerously deteriorated.

Using safely

- Always use a cover or wrap a towel around the bottle to prevent contact burns.
- Only use a hot water bottle to warm the bed. Remove the bottle before you get into bed or place it out of reach.
- Never use a damaged hot water bottle – throw it away and get a new one.
- Never use a hot water bottle in a bed fitted with an electric blanket.
- Never lean on, roll on, press against, or lie on a hot water bottle.



Using a ladder safely

You don't have to fall far off a ladder to be seriously injured. Below are some safety guidelines to follow when using a ladder. Remember, if you are a senior citizen you may be eligible for assistance with home maintenance from either your council or local agencies.

Checklist

- Make sure the ladder is in good condition without signs of rust, warping or missing rivets. Check that there are no loose or cracked rungs or hinges. Ensure there are non-slip safety feet fitted.
- The ladder's height should be right for the job – the top of the ladder should extend at least a metre over the top of the surface it is resting on.

Set up

- Place the ladder on dry, firm and level ground. Keep the ladder clear of powerlines and exposed electrical wiring.
- Engage all locks and braces. Step ladders should be fully opened.
- The foot of an extension ladder should be placed at a distance from the wall equal to one quarter the length of the ladder.

Climb safely

- Have someone hold the ladder at the base while you are using it.
- Work within arm's reach from the ladder and never lean out too far.
- Only climb as far as the second step from the top of a step ladder or the third step from the top of a straight ladder.

Don't take risks by taking a short cut. If you are affected by medication or have a medical condition that can cause you to lose your balance then don't use a ladder.

Mobility scooters

Mobility scooters, gophers or buggies are a great way to get to the shops or around your community if you have physical problems that make it hard for you to walk distances. If you use or are thinking of using a mobility scooter, follow these simple tips to make sure you stay safe and get the most out of your vehicle.

- Be seen
- Don't drink and drive
- Wear a safety helmet
- Travel at the right speed
- Where possible, stick to the footpaths
- Avoid driving on roads
- Only cross roads at pedestrian crossings
- Watch out for vehicles leaving and entering driveways
- Adjust your driving to the conditions
- Keep the load down
- Make sure you can see.

Remember, driving a mobility scooter requires very good hearing, sight, strength, coordination, balance and concentration. If you regularly take medication that makes you drowsy, or if you lack any of these abilities, then a mobility scooter is not a safe option for you. However, your doctor or occupational therapist should be able to suggest other services to help you get around.

Mobility scooters, gophers or buggies are a great way to get to the shops or around your community...



Bed poles

A bed pole is a device designed to assist people with limited mobility to maintain comfort and independence in bed. It is usually a metal frame that is fitted under the mattress and has one or two vertical poles to assist with movement in and out of bed.

If a bed pole is fitted incorrectly there can be a significant gap between the pole and the mattress, which can lead to injury and death. Consumers and carers should ensure that bed poles are installed correctly to make sure there is no gap between the pole and the mattress.

Bed poles should not be used if a person suffers from a cognitive impairment, has a history of falling from bed, or in cases where there is no access to immediate assistance when a problem arises.

Flammable clothing

Clothing can catch fire and cause serious injury and death, particularly in older age groups where incidents are mainly related to robes, pyjamas and nightgowns.

When you are around sources of heat or flame take extra care. The flammability of clothing depends on many factors ranging from the nature of the fibre to whether chemical protection has been applied.

Here are some tips to help you stay safe:

- While cooking don't wear clothing with long, loose-fitting sleeves as they are more likely to catch fire than short sleeves. Long, loose sleeves are also more likely to catch on pot handles and cause spills or burns. Roll them

back or fasten them with pins or elastic bands while you are cooking.

- Follow the manufacturer's care and cleaning instructions on products labelled flame resistant to maintain the flame resistant properties.
- Don't place clothes too close to heaters to dry.

'Stop, drop and roll' to put clothing fires out .



What to do if your clothing catches on fire

'Stop, drop and roll' to put clothing fires out.

- STOP where you are – moving or running feeds air to the flames and worsens the fire.
- DROP to the floor – if you stand up, the fire can burn your face. Fold your arms high on your chest to protect your face.
- ROLL slowly on the floor or ground, in a rug or blanket if you can.
- COOL off as soon as possible with water for first and second degree burns.

Never peel melted clothing off the skin of a victim

Room temperatures in a fire can be 100 degrees at floor level and rise to 600 degrees at eye level. This heat can melt clothes to a victim's skin. Never peel the clothing off: leave the treatment to medical professionals.

Grandparents' guide to toy and nursery safety

When on grandparent duty, you might realise that your house is no longer child-proof. There are steps that you can take to make sure the house is safer for young visitors to your home.

- Check that anything fragile or valuable is out of reach and that poisons of any kind are safely locked away.
- Make sure you buy safe products and provide effective supervision to reduce the risk of children being injured.
- Check that toys are age appropriate – ensure there are no loose small parts that could be a choking hazard.
- Keep the toys somewhere where the children can reach without climbing on furniture.



- Keep curtain and blind cords secured up high and out of reach.
- If you use a pram or stroller at any time, ensure that you always secure the child in the harness, always use the brake whenever you stop, and always use the tether strap to make sure the pram can't get away from you.

There are many other precautions you should be aware of when you have young children around the house. Kidsafe SA, the child accident prevention foundation, has a home safety checklist for grandparents of children 0 – 4 years of age. You can contact them for a copy of the checklist by ringing (08) 8161 6318 or www.kidsafesa.com.au



9. Resolving a dispute

Your options

If you've bought a good or paid for a service and something goes wrong Consumer and Business Services may be able to help you find a resolution. As a starting point, contact the Consumer Advice Branch on (08) 8204 9777 for basic information about your rights and obligations – and those of the trader. Advice can include suggestions about negotiating a suitable outcome yourself. You can receive the advice face-to-face if you prefer by visiting CBS at 91-97 Grenfell Street, Adelaide.

As a first step, you should always try to talk directly to the trader to explain the problem and propose a remedy that will satisfy you (e.g. repair, refund or replacement). If this fails, write to the manager explaining what has occurred and outlining your preferred solution, along with a deadline. Keep a copy of the letter and any attachments.

Whether you're writing to or speaking directly with the trader concerned, make sure you provide details from the receipt/invoice/contract documentation.

Sample complaint letter

Tom Jones
Finest Finery
111 Birthday Road
Southtown SA 5999

Dear Sir,

I write to seek a refund for a lounge I bought from your store three months ago (on 13 November 2010 – see copy of receipt which is enclosed for your information).

Since delivery on 20 December 2010, several seams have split and both arms of the couch are already very wobbly, even though the lounge is only used as an occasional piece of furniture.

The lounge is clearly of substandard quality as these problems should not have presented within such a short time of delivery and with such light usage.

I recently visited your showroom again to inspect an identical version of this lounge and it appeared to have a much sturdier frame and there did not appear to be any issues with the lounge's seams or stitching. I sought to discuss my concerns with one of your sales assistants, Tom Thomass, but he told me to take up the issue directly with you.

Given the problems with the lounge can only be described as major, I require a full refund of \$2500 within 10 business days. I also ask that upon issuing the refund your company arranges to pick up the lounge at a time that suits me. I can be contacted on 8222 2222 to discuss possible time frames and arrangements for the refund.

...make sure you provide details from the receipt/invoice/contract documentation.

If you do not agree to the remedy and terms I have proposed, I will seek assistance from the Consumer and Business Services and I may also pursue action through the courts.

I trust that I can count on your co-operation to resolve this matter quickly and fairly.

Yours faithfully
Morris Morrisson





The Consumer Affairs Branch of
CBS can be contacted on 131 882.

What if the trader ignores your complaint?

If the dispute isn't resolved, contact CBS which handles disputes concerning consumer goods and services (such as the purchase of second hand cars from licensed car dealers, domestic building services, travel arrangements etc). The Consumer Affairs Branch of CBS can be contacted on 131 882.



You'll need to fill out a formal Request for Assistance form and submit it, along with copies of any relevant paperwork (receipts etc) and a Consumer Affairs officer will take on your case and try to achieve a resolution.

The Commissioner for Consumer Affairs can't force a resolution but can call a compulsory conciliation conference. A compulsory

conference is an intermediate and alternative resolution process aimed at avoiding the need for legal action in the Magistrates Court. Any agreement reached at one of these compulsory sessions is enforceable by the Magistrates Court.

CBS generally cannot handle complaints involving disputes between traders, disputes that fall under laws that are governed by other authorities or agencies, purchases made outside of South Australia and goods that are bought in private deals that haven't involved a business.

Problems with your private rental accommodation

If you're having trouble in relation to a private tenancy agreement you can contact CBS's Tenancies Branch on (08) 8204 9544 for advice or assistance. The branch is there to help all parties – tenants, landlords and their property agents/advocates. Staff can explain the legal rights and obligations upon you and your landlord and outline your options. They can also act as conciliators who'll try to negotiate an acceptable resolution.

If no agreement is possible, you can apply to the Residential Tenancies Tribunal for an order.

10. Contacts

Consumer and Business Services

Chesser House

91-97 Grenfell St, Adelaide, SA, 5000

GPO Box 1719, Adelaide, SA, 5001

DX 225

T 131 882

www.cbs.sa.gov.au

For information on:

Births, Deaths and Marriages

Consumer Affairs

Licensing

Product Safety

Tenancies

Australian Competition and Consumer Commission

Level 2, 19 Grenfell St, Adelaide, SA, 5001

T (08) 8213 3444

www.accc.gov.au

For information about scams visit

www.scamwatch.gov.au or call the

ACCC Infocentre on 1300 795 995



**Australian Securities and Investments
Commission (ASIC)**

Adelaide Service Centre
Level 7, 100 Pirie Street, Adelaide, SA, 5000
T 1300 300 630
www.asic.gov.au

**Australian Communications and
Media Authority**

PO Box 78, Belconnen, ACT, 2616
T (02) 6219 5555
www.acma.gov.au
(for information concerning internet and
telephone services, as well as advertising
and media standards)

Housing SA

GPO Box 292, Adelaide, SA, 5001
T 13 12 99
E housing@dfc.sa.gov.au

Community and Home Support SA

Level 4 SW, Riverside Centre, North Tce
Adelaide, SA, 5000
PO Box 70 Rundle Mall,
Adelaide, SA, 5000
T (08) 8207 0522
F (08) 8207 0555
E ofta@dfc.sa.gov.au
www.sa.gov.au/Seniors
For more information on the Seniors Card
program, visit www.sa.gov.au/seniorscard

Domiciliary Care

Riverside Centre, Level 2, North Tce
Adelaide, SA, 5000
GPO Box 292, Adelaide, SA, 5001
T (08) 8226 8800
F (08) 8413 9003
E enquiries@dfc.sa.gov.au

South Australia Police

Police Headquarters
GPO Box 1539
Adelaide SA 5001
T 131 444 for non urgent crime or
police assistance
T 1800 333 000 for Crimestoppers
T 000 for emergencies

Translating and Interpreting Service (TIS)

T 131 450

Legal Services Commission

T 1300 366 424 for legal helpline
T (08) 8463 3555 for general enquiries

Aboriginal Legal Rights Movement

321 King William Street, Adelaide, SA, 5000
T (08) 8221 8824

Aboriginal Family Support Services

134 Waymouth Street, Adelaide, SA, 5000
T (08) 8212 1112

47 Commercial Road, Port Augusta, 5700
T (08) 8641 0907

Telecommunications Industry Ombudsman

PO Box 276, Collins Street West, Victoria, 8007

T 1800 062 058

E tio@tio.com.au

www.tio.com.au

Seniors Information Service

Ground Floor, 76 Waymouth Street,
Adelaide, SA, 5000

GPO Box 292, Adelaide, SA, 5001

T (08) 8168 8776

F (08) 8221 5697

E information@seniors.asn.au

Seniors Wise SA

Level 2, 76 Waymouth Street,
Adelaide, SA, 5000

GPO Box 1645, Adelaide, 5001

T (08) 8168 8708

F (08) 8221 5697

E seniorswisesa@seniors.asn.au

Office for the Ageing

Level 4SW, Riverside Centre, North Tce,
Adelaide, SA, 5000

PO Box 70, Rundle Mall

Adelaide, SA, 5000

T (08) 8207 0522

F (08) 8207 0555

E ofta@dfc.sa.gov.au

Department for Families and Communities

Level 2, Riverside Centre, North Terrace

Adelaide SA 5000

GPO Box 292

Adelaide SA 5001

T (08) 8226 8800

F (08) 8413 9003

E enquiries@dfc.sa.gov.au

Concessions Hotline

Reply Paid 292

Adelaide SA 5001

T 1800 307 758 (hotline)

T (08) 8226 6789 (TTY)

E concessions@dfc.sa.gov.au



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12. Feedback

We value your feedback

Thank you for taking the time to complete this survey about information provided by Consumer Business Services (CBS). Consumer and Business Services is continually striving to improve our service to consumers. Your feedback about the quality of this publication and how well it meets your needs are a valuable means of improving our performance.

The comments you make remain strictly confidential and will be used only for improvement to our information provision.

Please complete the survey and mail it back to us, free of charge, to:

Publications, EIS Branch
Reply Paid 1719
Adelaide, SA, 5001

Your comments about the information you have just read

How do you rate the quality and relevance of the CBS publication? (please choose a position on the scale 1 to 10, where 1 is not at all/poor and 10 is always/excellent):

Was the information relevant to you?

10.....9.....8.....7.....6.....5.....4.....3.....2.....1

Was the information easy to understand?

10.....9.....8.....7.....6.....5.....4.....3.....2.....1

Was there sufficient information for your needs?

10.....9.....8.....7.....6.....5.....4.....3.....2.....1

Please feel free to make any suggestions that could improve the content.

Your comments about the design and presentation of the information

How do you rate the format and design:

Was the format suitable for conveying this information?

10.....9.....8.....7.....6.....5.....4.....3.....2.....1

Would you prefer this information in another form

Yes No

If YES, please tick what other formats you prefer

Web Face-to-face Seminar

Radio/TV Media releases Email

Information sheets

Other _____

If you wish, please suggest any ideas that you have to improve our delivery of information: _____

Your overall impression

Overall, how would you rate the CBS publication?

10.....9.....8.....7.....6.....5.....4.....3.....2.....1

Would you use our material again?

Yes No Maybe

Are you now better informed about your consumer rights?

Yes No Unsure

Once again, thank you for your valuable feedback.



