



# your refund rights

If you have a problem with something you bought you should try to negotiate a remedy with the trader who sold you the goods or provided you with the service. The remedy may be a refund, replacement, repair or compensation, and it would depend on the type of problem or fault and whether it is a major fault or a minor fault.

## **You are entitled to a refund if the goods you bought:**

- have a defect
- don't do what they are supposed to do
- were purchased for a particular purpose relying on the trader's advice and the goods don't do what the trader said they would
- don't match the description or sample given to you by the trader.

## **You are not entitled to a refund if you:**

- simply change your mind about something you have bought
- are responsible for the fault/defect
- discover that the item can be purchased cheaper elsewhere.

Everyone likes to get the best value when shopping. If you know your rights and how to exercise them, you can save yourself time and money. This guide can help you to plan your purchases. Make sure you shop around, compare prices and quality, and use credit wisely. If things go wrong, following the steps in this book can help you to resolve the problem. If you need help, contact Consumer and Business Services.

## **Disclaimer**

Because this publication avoids the use of legal language, information about the law may have been summarised or expressed in general statements. This information should not be relied upon as a substitute for professional legal advice or reference to the actual legislation.

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**Talk about shopping** is a simple guide to help you understand your rights as a consumer.

We all want to feel that we get treated fairly by others when we spend our money. Here are some tips about what you can do as well.

- It's a good idea to stop and think:  
Do I really need to buy this item?
- Get into the habit of comparing prices before you buy.
- Read relevant information, especially terms and conditions and any fine print.
- Always ask questions.
- Keep the receipts for the things you buy.
- Watch out for things that sound 'too good to be true' - it could be a trick!

Knowing your rights and how to exercise them can help you save time, money and trouble.





Introduction	1
Shopping	4
Getting a loan	18
Buying a car	22
Buying a mobile phone	25
Renting somewhere to live	28
What is a scam?	36
Making a complaint	38
Contacts	42
Advice in another language	45
Publications	46

*Think, compare, inspect –  
before you buy.*



# Shopping

Be smart when you go shopping – be careful about what you buy and where you buy. You have rights when you shop for goods and services but you need to be aware of tricks and scams.

Take your time and think about the way you spend money. If the things you want to buy are expensive, then give yourself time to think about it, and compare some alternatives.

When you spend money, make sure you are given a **receipt**. If you have to sign a **contract** then make sure you understand what it means and what obligations you have.

## Refunds

Everything you buy must do its job properly and last a reasonable time depending on its price. If it doesn't, there are things you can do.

First, speak to the trader to see if you can come to an agreement that suits you both.

You have a right to get your money back, or to get an exchange or repair, if things you bought:

- are faulty
- do not do the job they are supposed to do
- do not match the description or sample you were shown.

Always keep your receipts when you buy something so you can prove when and where you paid for it.

Many shops will give a refund or exchange things even if there is nothing wrong with what you bought. But the law says they don't have to give you a refund if you:

- changed your mind
- decided you can't afford it
- find the same thing cheaper somewhere else
- knew there was a fault when you bought it
- caused the fault
- bought the wrong size or colour.



*Whenever you shop, make sure to keep your receipts in case of any problems with the purchase item.*



## Lay-by

When you purchase something from a shop using lay-by you pay a deposit and the seller puts it away for you until you have finished paying for it.

The seller must give you a copy of the written agreement – it should have all the information on it about the total cost:

- the price of what you are buying
- the deposit you paid
- how much is still owing
- if there is a service fee and how much
- if there is a cancellation fee and how much
- dates that payments are due.

If you decide to cancel the lay-by, any money you have paid should be refunded to you, minus the cancellation fee that the trader has in the agreement.



*Pay a little often, and keep each receipt.*



*Usually you need to pay amounts regularly over a period of time.*



*When you have finished paying for it, take it home.*

## Guarantees

A consumer guarantee gives you protection if something goes wrong with what you bought and you did nothing wrong. You will be automatically protected under the Australian Consumer Law, as long as you bought from a trader or someone in business.

If you have problems with goods or services that you buy, first speak to the seller.

Certain products and services are covered by special laws. For example, there are specific laws about second hand motor vehicles and about building work.

The law aims to treat both you and the seller fairly. But it is not designed to protect you if you are careless or unreasonable in your demands.

What is fair will depend on things such as:

- the price you paid
- the type of product or service
- how much use it has had
- what information the seller told you about the product
- what you told the seller about why you wanted the product or service.

There is no time limit to make a claim, but you must do so within a reasonable time.

Even if you have used the goods a lot before the problem developed you may still be able to get a repair or refund. Contact CBS on 131 882 for advice.

*If an item has more than one price tag, the trader must not sell it to you at the higher price.*



## Pricing

Prices should be shown on the item itself or on a shelf label near the items.

If something in a shop is marked at a price and the seller tells you it is a mistake and the real price is higher, the seller may be doing the wrong thing. The price tag must display the truth.

Or, if you pick up an item with two price tags attached, the seller is committing an offence to sell that item at the higher price. However, if the seller does not want to sell the item at the lower price, they can choose not to sell it at all.

## Advertising

Advertising information should help you make a decision based on things like price, quality and purpose. But often advertising just confuses you. Don't rely only on advertising when you are looking for information about what to buy or where.

Sometimes sellers will advertise a product at a bargain price but when you arrive at the shop you are told it is sold out. This is called bait advertising. If a seller advertises something they must have reasonable quantities for sale, unless they make it clear in their advertising that stocks are genuinely low.

*If a trader advertises a product they must have reasonable quantities available for sale.*



## Bag searches

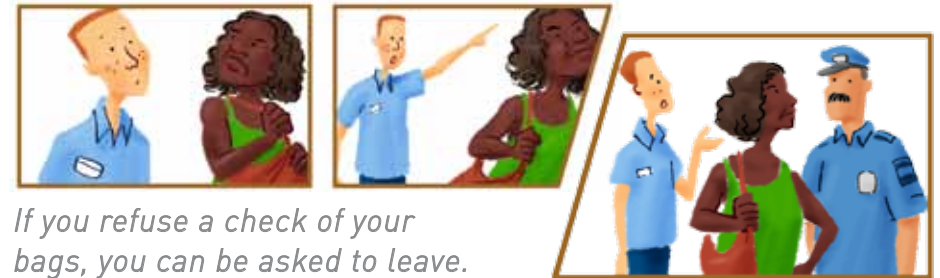
If there is a sign at the entrance to a shop to say that they have a bag checking policy, the seller can ask to look inside your bags, as long as they do not touch your belongings. If something inside your bag is blocking their view, they can ask you to move the contents around, but they mustn't reach in and do it themselves.

You have the right to refuse to allow a bag inspection. In these situations, the seller may ask you to leave the store or refuse to sell you any goods. They may call the police if they believe you have been shoplifting.

Sellers do not have the right to forcibly search your bags or stop you from leaving the shop. If the seller, or an employee, attempts to do either of these, you should ask to speak to the store manager or request that they call the police immediately.



*Shop staff can look, but not touch.*



*If you refuse a check of your bags, you can be asked to leave.*

*If the trader suspects you have stolen something they may call the police.*



*If a staff person forcibly detains you, you can complain to the store manager or the police.*



*Breakages aren't always your fault – they may be the result of poor display.*

## Shop breakages

In some shops there are signs that say 'all breakages must be paid for' but this is not necessarily right.

If the breakage was entirely your fault, then the seller can reasonably ask you to pay for the goods. If you refuse, you could be taken to court.

If the accident happened because the seller displayed goods in a way that was negligent then you should not be expected to pay for the goods.

# Getting a loan

18



*The lower the interest rate, and the lower the fees, the better the deal you get.*

19

You get **credit** when you borrow money to buy something and pay the loan back later with an extra charge, called **interest**.

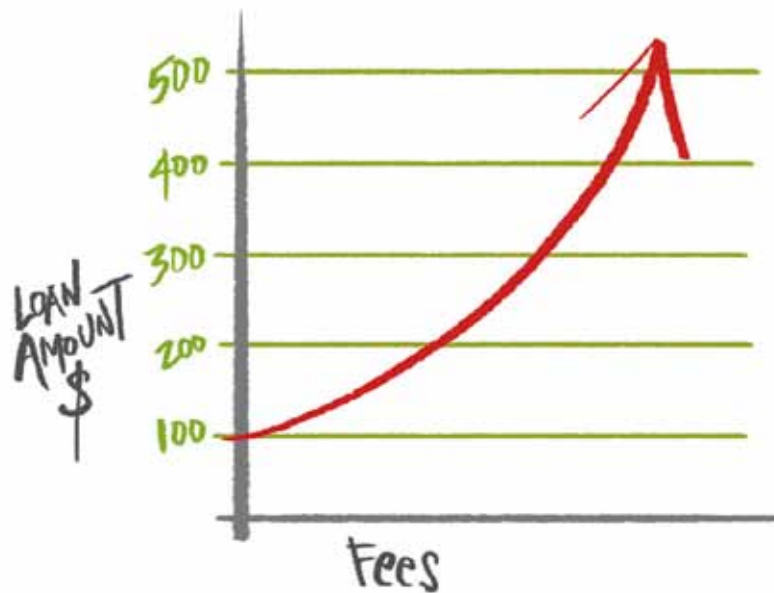
When you buy on credit you end up paying more, because you have to pay back the amount you borrowed as well as the interest charged. The **term** of the loan is the length of time that you want to borrow the money, and it will affect the total amount you pay back.

There are many different types of credit: credit cards, store cards, car loans, home loans and more.

Before you get credit, ask yourself if you really need the item you are wanting to buy with credit and if you will be able to afford the repayments and interest charges for the whole term of the loan.

You can shop around for a good deal on credit, just like you shop around for other things. Make sure you understand all the **fees** and **charges**, the **interest rate**, the required **repayments**, whether you need to take out **insurance** or whether you need a **guarantor**. (A guarantor is someone who promises to repay your loan if you can't...this makes the loan more secure for the lender.)

Don't sign anything unless you know what you are signing. Don't sign loan contracts on the spot – first read and understand the loan document. The salesperson might not always fully explain what the loan means for you.



Beware of lenders who offer **short term loans** for small amounts of money. Some of these lenders (also called Payday Lenders) call their charges **fees** rather than interest, but this is only hiding that their rates are very high when compared to banks or credit unions.

It is really important to add up all the costs before you sign a contract. Make sure you borrow an amount of credit that you can afford to pay back.

Once you have taken out a loan, keep your paperwork in a safe place, and always check the **statements**, which should come regularly in the mail – read and check that everything is correct.

If you have trouble paying a loan, or if you lose your job or are sick and can't make repayments then you should speak first to your credit provider. You can also talk to a financial counsellor who may be able to help you to manage your money better or who can negotiate with the credit provider. A court can order changes to a contract if it is considered unjust.

# Buying a car

Owning a car means paying for regular **services, repairs, registration** and **insurance**. You also need to think about the price of fuel – the more efficient your car engine the cheaper it will be to run.

If you aren't paying cash for a car, look for the best loan to suit your budget. Work out how much you can afford to pay in loan repayments and remember the extra charges such as interest and fees. The trader may offer to arrange finance or insurance, but you don't have to use their suggestions. You can usually get a better deal from a bank or credit union.



*Service, repairs, fuel, registration and insurance – there are lots of expenses in owning a car.*

Consumer and Business Services has a booklet called *Autocheck* which has good basic information about things like car loans, contracts, insurance, warranties and so on. You can get a copy by phoning 131 882, you can order a copy online or you can download the publication from the CBS website [www.cbs.sa.gov.au](http://www.cbs.sa.gov.au)

If you are buying a second-hand car then choose from a **licensed** second-hand dealer with a good reputation – they will usually provide a good follow-up service if problems arise. You can check if the dealer is licensed on the Consumer and Business Services website.

Remember – **don't sign anything until you are sure you are going to buy**. Take time to read and understand all the documents before you sign them. Don't sign blank or incomplete documents; and initial all changes.

In South Australia, if you buy from a licensed second-hand vehicle dealer you will have two clear business days to cool off, which means you have two days to think about your purchase. If you decide you don't want the vehicle after all, then you must let the dealer know before the two days are up that you want to pull out. You don't have to give them a reason why you are cooling off; it is just your right to do so.

It is your right to waive the cooling off period, but you should only do so if you are absolutely sure that you are happy with the car and you want to take it away with you immediately. Signing a waiver form means you are giving up the right to change your mind.

A dealer may ask you to pay a deposit of up to 10% of the purchase price. If you decide to cool off, the dealer may keep \$100 or 2% of the purchase price (whichever is less), but must refund the rest of the deposit to you.

## Tips

- If you buy from a licensed dealer you have more protection than when buying from a private seller. All people who sell cars for a business in South Australia must be licensed as a dealer.
- If you buy privately rather than through a dealer then there is no warranty.
- When you buy from a dealer, there must be a notice (called a **Form 1**) displayed in the window. This notice will have information about the previous owner, the total distance the car has travelled, the warranty conditions and where the repairs should be carried out.
- Take the car for a test drive, don't just look it over.
- Get a mechanical inspection done by an independent mechanic that you trust.
- Buying at an auction may be cheaper than buying from a dealer but you take a risk because usually you can't test drive the car beforehand and there is no warranty offered.
- **If the car costs less than \$3001, or if it has travelled over 200,000 kilometres, or if it is over 15 years old then there is no statutory warranty if anything goes wrong.**
- Don't sign a contract unless you are sure about buying the car, but remember, you have a cooling off period if you buy from a licensed second hand vehicle dealer.
- Only sign a waiver form if you are sure you don't need a cooling off period.

# Buying a mobile phone

Mobile phones are handy but they can cost much more than you think. Some of the services may seem cheap but can quickly add up and may be hard to cancel.



*Working out the best plan for you requires some understanding of how you want to use the mobile phone.*

Decide how you would like to use your phone as this will help with other decisions.

- **Do you want a fixed term call plan or a pre-paid call plan?**

A pre-paid service means you pay beforehand and you can't over-spend. But remember, the actual calls may be more expensive on a pre-paid plan.

- **If you are outside the metropolitan area you need to find out about the coverage of the different services.** You need to check if the phone will work in your local area or anywhere you will be travelling regularly. Ask friends, don't rely only on coverage maps provided by service providers.

- **Many mobile phone deals involve two separate contracts – one with the service provider for calls, and one with the dealer for the supply of the handset itself. Read the contract and find out who covers what.** Once you sign the contract you are responsible for paying the bills, so make sure you read and understand it. If you don't understand it, don't sign it.

- **Find out as much as you can about the hidden costs including the cost of handy add-ons e.g. voice mail set up and retrieval.** Get as much information as you can about services and charges; get it in writing so that there is no misunderstanding.

Shop around to compare prices of phones, plans, fees and charges. If there is a contract involved, take it away to read it and to think about how the costs will affect you.

Beware of services that appear very cheap but quickly add up, like ring tones and SMS messaging. Both of these services sound cheap, but you could end up with a big bill. You should also find out what happens if you want to change or break a contract. Or if your phone is lost, broken or stolen.

## Tips

- Don't let someone borrow your phone unless you know how it will be used.
- Buy pre-paid cards so you only spend what you can afford.
- Keep receipts and contracts so you have proof of purchase in case you have a problem.
- The Telecommunications Industry Ombudsman or Consumer and Business Services will help if you can't get your problem fixed when you complain.



# Renting somewhere to live

*Finding the right place to live in can be hard work.  
Make sure you know your rights and obligations.*



When you rent a place to live you are the **tenant** and you pay money to the owner or **landlord** to live there. Sometimes the landlord is represented by a Property Manager or agent.

Usually, the tenant and the landlord both sign a written form, which states how long you will live there, how much money (**rent**) you will pay and how often you will pay it. This is a **lease**. It may also be called a **tenancy agreement**.

A lease is a legally binding contract so don't sign if you don't understand any part of it. If you want to move out before the end of the lease, you may have to pay for advertising costs, re-letting fees and even rent until a new tenant is found.

## The Bond

Before you move in, you may also have to pay an agreed amount of money as security for the landlord. This is called a bond and is usually equal to four weeks rent. The landlord must give the bond to Consumer and Business Services (CBS) for safekeeping while you are renting. They must do this within seven days and give you a receipt within 48 hours. If the landlord uses a real estate agent, the bond must be lodged within 30 days.

This is your money and does not form part of the rent. You will get your bond money back when you move out if there is no unpaid rent or damage to the property that you are responsible for.



*The bond you pay at the beginning of your tenancy is yours, held in trust until you leave.*

*Make sure you write down any problems in the inspection report.*



## Moving in

On the day you move in, the landlord must fill out an inspection report about the condition of the house. You should be there when this happens and you should be given two copies. Check that it is true. Write down anything that is worn, dirty or broken and tell the landlord. Sign both reports and return one copy to the landlord. Always keep a copy. This will be very important when you move out.

It is the landlord's responsibility to keep the home in a reasonable state of repair, considering the age of the building. It is your responsibility to keep the home clean and tidy.

### What the landlord must do

The landlord must give you:

- a copy of the signed lease
- written receipts for any money you pay (unless you pay it into an account kept by the landlord)
- inspection sheets – to record the condition of the premises
- an information booklet about the rights and obligations of the tenant and landlord.



The landlord must also:

- give the bond to Consumer and Business Services for safekeeping
- make sure the property is clean and in reasonable condition when you move in
- give you notice before entering the property (unless it is an emergency)
- make sure the property has good locks and is secure
- repair the property when needed (but if you cause any damages, you may have to pay).

The landlord must not increase the rent more often than once every six months.

*The landlord must repair the property when needed.*

### What you, the tenant, must do

As a tenant you must:

- pay the rent in advance and on time
- keep the property clean
- tell the landlord when repairs are needed
- tell the landlord in writing when you will be moving out
- not use or allow anyone else to use the property for any illegal purpose
- not allow other people to live at the property without asking the landlord
- not cause damage to the property
- not make changes to the property without asking the landlord
- not keep pets/animals unless the landlord allows it
- not make excessive noise or disturb your neighbours.



*The inspection report that you filled out at the beginning of your tenancy is important when you move out.*

### **Moving out**

At the end of your lease, you must leave unless you have negotiated with the landlord for a further period of lease. At the end of your tenancy the landlord will inspect the property and check it against the inspection sheet.

If there is no damage, all your rent is paid and you have handed over the keys, the bond should be refunded to you. Both the landlord and the tenant must agree on this before Consumer and Business Services will return the bond money.

### **Renting problems**

If you have a disagreement with your landlord, contact Consumer and Business Services for information about your rights and responsibilities. We can advise you about your particular situation and help to find a solution. If a suitable outcome is not found, you can apply to the Residential Tenancies Tribunal for help. The Tribunal is like a small court that deals with disagreements between tenants and landlords or their agents. If you cannot reach a settlement, the tribunal will make a legal decision that must be followed.

There is a small charge for applications to the Tribunal.

Be sure to keep records of any communication between you and the landlord, property manager or Consumer and Business Services.

# What is a Scam?



*Don't be rushed into a decision by a pushy scammer.*

A scam is a trick aimed at getting you to hand over either your money or your personal details. You can learn to recognise a scam – when something is ‘too good to be true’ it is likely to be a scam.

## Tips

- Avoid dealing with a business or company you haven't heard of, especially if you can't check on who they are and their background.
- Practise saying 'NO!'
- Don't give out personal information to strangers.
- Ask for written information about any offers.
- Take your time making a decision; don't be rushed because the offer is only available for a short time.
- Never give out your bank account or credit card information to someone you don't know and trust.
- If you feel uneasy, ask someone you trust to help you decide if the offer is authentic.
- Do not respond to offers you do not fully understand.
- Ask yourself 'Does this offer sound too good to be true?'
- Keep written records, including quotes, warranty offers, receipts etc.
- Walk away from a deal if you feel like you are being pressured.
- If you get caught by a scam, report it to Consumer and Business Services.

# Making a complaint



*It is your right to complain if the product you bought is faulty somehow.*

If you are unhappy with something you have bought or with the quality of a service you have paid for, you have a right to complain. This can be a difficult thing to do sometimes – you may feel too angry, or perhaps you feel that it's just bad luck and you have to put up with the results.

But there are things you can do, and you have the right to make a legitimate complaint. Just follow this process, or get in touch with Consumer and Business Services and talk us about what has happened.

## First

- Make sure you speak to the trader or manager of the business first. Calmly state what the problem is and what you would like them to do to fix it.
- Have all receipts, warranties, quotes etc handy because you will have to refer to them.
- Be polite, but firm, when lodging your complaint.
- Write notes, if you can, but at least make sure you take down the name and position of anyone you speak to, and the date that you speak to them.
- Be persistent – let them know that you won't let them ignore the problem.

## Next

If you feel the matter is serious, consider following up with a letter. The letter should contain information about:

- where and when you bought the item or service
- how much it cost
- what is wrong and what action you have already taken
- what you want done to fix the situation e.g. a refund or repair, or the job done again without charge.

Set a deadline for when you want the matter resolved; ten days is usually a reasonable length of time. Keep copies of any letters you send, and don't send originals of receipts or guarantees, send photocopies.

## If that doesn't work

If you can't resolve the problem with the trader, then you can telephone or write to us at Consumer and Business Services. Explain the problem and tell us what actions you have taken. If we can help, we will send a Request for Assistance form for you to complete and return to us, along with copies of the relevant documents (e.g. receipts and contracts).

Someone else can write a complaint for you if you sign it.

Telephone: **131 882**

Further information is available at: [www.cbs.sa.gov.au](http://www.cbs.sa.gov.au)



# Contacts

Consumer and Business Services can give you free information to help you make the right choices. Before you buy a car, rent a home or apply for credit, you will need information about your rights and responsibilities. If you have problems with shopping, refunds or credit, it is important to know where to go for help.

## Consumer and Business Services

Chesser House  
91-97 Grenfell Street  
Adelaide SA 5000

### Our postal address is:

Consumer and Business Services  
GPO Box 1719  
Adelaide SA 5001

[www.cbs.sa.gov.au](http://www.cbs.sa.gov.au)

**Telephone:** 131 882 for advice about:

- Consumer Affairs
- Product Safety
- Tenancy Advice
- Births, Deaths and Marriages

## More contacts

### Aboriginal Family Support Services

134 Waymouth St  
Adelaide 5000  
Tel: (08) 8212 1112

47 Commercial Rd  
Port Augusta 5700  
Tel: (08) 8641 0907

### Aboriginal Hostels

Tel: (08) 8342 6950  
Email: [adelaide@aahl.gov.au](mailto:adelaide@aahl.gov.au)

### Aboriginal Housing Authority

Tel: 13 12 99

### Aboriginal Legal Rights Movement

Tel: (08) 8221 8824  
321 King William St  
Adelaide SA 5000

### Anglicare

Tel: (08) 8305 9200

18 King William Rd  
North Adelaide SA 5006

### Centacare

Conciliation tel: (08) 8210 8200  
Counselling tel: 1300 667 800

33 Wakefield St  
Adelaide SA 5000

### Crisis Care

#### (emergency assistance)

Tel: (08) 8203 0424 9am to 5pm  
Tel: 13 16 11 after hours

### Department for Transport Energy and Infrastructure

Tel: (08) 8343 2222  
[www.dtei.sa.gov.au](http://www.dtei.sa.gov.au)

### Housing SA

Tel: 13 12 99

Level 2 Riverside Centre  
North Terrace

Adelaide SA 5000  
GPO Box 292

Adelaide SA 5001

Email: [housing@dfc.sa.gov.au](mailto:housing@dfc.sa.gov.au)

**Legal Services Commission**

Legal Help Line  
Tel: 1300 366 424

General enquiries  
Tel: (08) 8463 3555

**Lifeline**

24 hour telephone  
Tel: 13 11 14

Ground floor  
43 Franklin Street,  
Adelaide SA 5000  
Email: [adelaide@Lifeline.org.au](mailto:adelaide@Lifeline.org.au)

**Office for Aboriginal Housing**

(08) 8235 4381

**Telecommunications Industry  
Ombudsman**

Tel: 1800 062 058

PO Box 276  
Collins Street West VIC 8007  
Email: [tio@tio.com.au](mailto:tio@tio.com.au)  
Web: [www.tio.com.au](http://www.tio.com.au)

**Uniting Care Wesley Adelaide Inc.**

Tel: (08) 8202 5111

10 Pitt Street  
Adelaide SA 5000  
Email: [enquiries@ucwesleyadelaide.org.au](mailto:enquiries@ucwesleyadelaide.org.au)

## Advice in another language

We can give you advice in a language other than English.  
Telephone 13 14 50 to use the FREE Telephone Interpreting Service.  
A person will interpret for you in a three-way conversation.



## Publications

For more information, get a free copy of:

- The smart consumer – a guide to wise purchasing
- It's about the house – your guide to buying or selling a house
- Autocheck – your guide to buying and maintaining a car
- The little black book of scams – your guide to scams, swindles, rorts and rip-offs
- Consumer complaints – steps to lodging a complaint
- Savvy seniors – a guide to consumer rights for seniors.

Phone 131 882 for copies to be posted to you  
or order online at [www.cbs.sa.gov.au](http://www.cbs.sa.gov.au)

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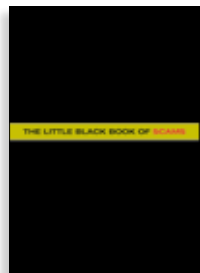
a.



b.



c.



d.



e.



f.

thank you

