

Examples of using the new consumer laws

Faulty goods

Example 1

You buy a mobility scooter and use it frequently over the course of five months. By the end of this time you notice that the battery is not performing properly or retaining its charge for long. The trader performs a repair but the scooter continues to perform poorly so you choose to reject it and get a refund.

Under the Act, because you had only had the scooter for five months, the trader must provide a full refund.

If, however, you had rejected the scooter more than six months after you received it, the trader would have been entitled to reduce the refund to take account of the use that you had had of the goods.

Example 2

You buy a toaster but find a week later, when you try to use it for the first time, that it won't turn on and the bread won't stay down. The toaster is not of satisfactory quality.

Under the Act, because you had had the faulty toaster for fewer than 30 days you are entitled to reject it for a full refund so you can return it to the shop. Because the fault is obvious there is no need for further testing and the trader must agree to provide a refund.

Example 3

You are planning to do some DIY and looking to buy a new power drill. You have a particular model in mind and discuss the requirements with the salesperson, including the need to drill masonry. The salesperson agrees that the drill and the included bits are suitable for the task.

However, when the you try to drill a wall using the new drill, you find that it is not suitable to use effectively for masonry.

Although the drill is of satisfactory quality, it was not suitable for the purpose that you made known to the seller. So, you have a right to a remedy for breach of the Act's requirement that goods must be fit for a particular purpose made known by the consumer.

Faulty digital content

Example 4

You download a free game (for example, a virtual world) and build up some virtual currency in the game through your normal game play. You then buy some additional virtual currency in order to make an in-app purchase (for example, an item for their world). The item is faulty and doesn't appear in your virtual world.

Under the Act, as the game is free, the provider does not have to provide a remedy for any faults in the game. However, once you paid a price for some content then, if the you can show that that content is faulty (that is, does not meet the quality rights),

the provider will be liable to provide a remedy. The provider is only liable for faults affecting the chargeable elements of the game.

Example 5

You pay to download a TV series which is described as containing all 13 episodes. When you download it you find that the final episode is missing.

Under the Act, the digital content is not as described. You are entitled to a repair or replacement of the digital content, to bring it in line with the description. In this instance, an appropriate remedy may be a download of the final episode.

Example 6

You buy an app for organising your music and photos, but when you start to use it, you find that it has a bug that causes it to delete your music and photos.

Assuming you can show that the damage was caused by the app itself and that the damage would not have arisen if the trader had used reasonable care and skill, the trader would be liable to either repair the damage (by recovering the music and photos) or to make an appropriate payment to you to compensate for the damage. The trader can choose which remedy they offer.

Services not carried out with reasonable care and skill

Example 7

You contract with a catering service to provide a buffet for your birthday for 6pm on a given Saturday. You pay £25 per head for the service. There is a clause in the contract stating that the maximum discount for any service problem caused by the supplier is £70. However, the buffet is delivered late, at 10pm, as the party is ending.

Under the Act, the catering service has breached the information in their contract by not delivering at 6pm. The term limiting the price reduction is invalid. The catering cannot be repeated, as the party has happened. You are entitled to a reduction in price (possibly up to 100%) due to non-compliance with the information provided.

Example 8

A trader is contracted by you to decorate a room for a party. You inspect the work the day before it is due to be finished and say that it is not in line with the colour scheme you agreed with the trader's assistant. The trader phones the assistant, who agrees that you did specify the colour scheme.

Under the Act, you can ask the trader to re-do the decorating. Due to the purpose of the service, the trader would need to re-do the work before the party to have done so within a "reasonable time".

Unfair contract terms

Example 9

You sign up to a mobile phone contract for £20 a month. After you agree to the deal you discover your neighbour has got the same package for £15. You challenge the firm, arguing that their deal is unfair.

The monthly price and the texts and minutes available were clearly explained, in plain English, when the contract was agreed and were prominent and transparent in

the contract. Under the Act, it is easier for the firm to understand what should not be left to the 'small print'. In this case, you would not be able to challenge the deal for fairness, as the terms were transparent and prominent.

Example 10

You purchase a SoarPrice airlines ticket and see a phrase on the last booking screen that "extra fees may apply". You tick the box next to it and book your ticket. But when you arrive at the airport you find that you have to pay an excess baggage fee.

Currently, SoarPrice could argue that the excess baggage fee was part of the price of the ticket so cannot be challenged for fairness. However, the fee was not brought to your attention when you booked. It was not sufficiently transparent and prominent.

Under provisions in the Act, it will have to be prominent as well as transparent otherwise it could be assessed for fairness in the courts.