

## Sales do not affect your rights as a consumer

It doesn't matter when you buy, or for what price. Your rights as a consumer are the same whether you buy on a sale or not.



File photo dated 20/11/20 of shoppers walking past black Friday sale posters. Nearly nine in 10 Black Friday "deals" could be false, analysis by Which? suggests.

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With the Black Friday sales over and the January ones still ahead, now is a good time to review your rights as a consumer. Your rights are the same whether you buy on a sale or not.

The short answer is that it doesn't matter when you buy, or for what price. Your rights are the same whether there's a sale on or not.

In these circumstances, you may find that you're no longer entitled to a full refund or a repair. And, as the Competition and Consumer Protection Commission (CCPC) says, you may not be entitled to a refund or a repair if the fault has arisen because you misused the goods, if the fault was apparent at the time of purchase or if there are superficial faults that you should have spotted when you were in the shop.

Keep every bit of paper and record every interaction you have with the good or service. Having a thorough history of your dealings will always add weight to your case. Keep receipts, credit card statements and invoices, and make a note of what's said on the phone. Note the times of these calls too. And if you're complaining in writing, keep a copy of the letter and any replies you receive.

If you have a genuine problem, the shop is not allowed to tell you to take it up with the manufacturer. Under consumer law, your contract is with whoever sold you the goods, not whoever made them. It's the shop that has to sort the problem.



If you can't get satisfaction, the next step is to make a formal complaint, in writing. Contact the right person and/or the right department. Keep your email or letter short and to the point. Specify what you want, give them a reasonable timeframe to comply and attach copies – not originals.

When you buy online – from within the EU at least – you have access to a wider selection of goods than on the main street. There's a 14 day cooling off period during which you can return goods for a full refund of service without having to give any reason and without incurring any penalty.

There are many exceptions to this handy little rule however: hotel bookings, car hire, travel services, leisure services, personalised goods, audio/video content and products, perishable goods and services.

As the European Consumer Centre (ECC Ireland) points out, your purchase should be returned unless you agree otherwise with the seller. And there are a range of grounds for a full refund, most notably if the trader fails to deliver by a date which you specify. When a trader is obliged to refund you within 14 days.

Check the purchase as soon as it arrives, and as with offline retailers, don't hang about. Get in touch with the trader straight away and let them know. Tell the seller in writing about a repair or refund, and keep a copy of your correspondence.