

Wollen Michelmore

SOLICITORS

DISTANCE SELLING AND YOUR RIGHTS

Oh, perfect, Mrs M thought after hours of scrolling through website after website, here it was, her new shiny red handbag flashing up on her computer screen. Mrs M hit “Buy Now” with all enthusiasm, and sat back with joyful anticipation of its arrival in the next 3-5 working days. When she saw the postman walking up the garden path she was overcome with excitement. She carefully opened the box, eyes wide as she tore away the bubble wrap and inside.... a small, more orange than red, lacklustre handbag.

We’ve all been there; the item looked perfect on screen, in reality it didn’t meet our expectations. You didn’t have the luxury of being able to look at the item in a shop and make a decision; you only had a photo and a text description. Poor Mrs M. Yes the handbag functionally works, and the colour isn’t so far from the photo that it’s blindingly obvious, but it wasn’t quite what Mrs M had envisioned.

The Consumer Contracts Regulations came into force in 2014 cover all purchases made at a distance – i.e. online, on the phone or by email. Under these regulations you are able to cancel your purchase the moment you confirm your order and this right continues for 14 days after you receive your purchase. You have a right to a full refund (including the delivery charge) from the seller within 14 days of the goods being returned to them, or 14 days of when you sent the goods back (providing you supply evidence of returning the goods). You must also make sure you notify the seller in an accepted method as per their Terms and Conditions if you intend to cancel the purchase.

The rules do not require you to give a reason for cancelling your purchase but give you access to a ‘cooling off’ period, within which you can change your mind and can expect a full refund from the seller.

But be careful... the following purchases are not covered by the legislation

- Goods made to order or personalised
- Goods that expire quickly such as magazines
- Sealed Audio or Digital goods which have been unsealed
- Goods which cannot be returned for health and hygiene reasons, if unsealed.

Faulty goods or those not matching the description are also covered by the Consumer Rights Act; this gives you the same rights you would have had if you had purchased the product in a shop.

Luckily for Mrs M she was able to send her slightly orange handbag back, claim a full refund and purchase another crimson red handbag.

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