

# LESSON 2: Activity 1

## Teacher resource sheet: Informed consumer quiz answers

Use the answers and information provided to generate discussion

**1. All consumers have rights when buying new or second hand goods or services from a business.**

- a) Yes
- b) False
- c) Unsure

When you buy goods/services a business must always sell you a product that:

- Is fit for the purpose it is normally used for
- Works for a reasonable time with normal use
- Matches what is outlined in your contract or any descriptions or samples you saw
- Can be used for the purpose the business knew you bought it for

**2. A shop must always give you a receipt when you buy goods or services. Please choose whether this statement is true or false.**

- b) False

A shop doesn't have to give you a receipt for the goods you buy. However, it is good practice to always ask for one as a proof of purchase if things go wrong. If you paid by card the statement detailing the purchase could be used as proof.

**3. You buy a coat, take it home and decide you don't like it. Should you:**

- c) Check the shop's returns policy

You have no rights under consumer law if you just change your mind about something you bought and want to return or exchange it. However, some shops may offer an exchange or refund as a gesture of goodwill. Check the shop's return policy especially if you are buying something you are unsure about.

**4. You get a present for your birthday but you don't like it. Should you:**

- b) Take it back to the shop with the gift receipt and ask if it is possible to exchange it for something else

Some shops may exchange an item if you received it as a gift and want to exchange it for something else. In this case, you will need proof of purchase (gift receipt). There is no legal requirement for shops to exchange unwanted gifts so you may end up giving it to someone else. If they offer a gift receipt then it's the store's policy to accept back goods, however, there will be restrictions, for example, it must be returned within a certain time period and the item must be unused, still in the original unopened box etc.

**5. You buy a juicing machine in the sale, but when you take it home it didn't work. Should you:**

b) Take the juicing machine back to the shop and demand a full refund of the price you paid or a replacement

You have the same rights shopping in the sales as you do at any other time of the year. If an item is faulty, your rights do not change just because it was on sale.

If an item you bought at full price is faulty, and is now on sale at a reduced price, you are entitled to a refund of the price you paid or a replacement of the same value, with proof of purchase.

**6. You buy a pair of shoes but decide they don't suit you at all. Yesterday you noticed the same shoes are now on sale. Should you:**

c) Check the shop's return policy

If you buy something at full price but change your mind about it, and it is now on sale at a lower price, you may only be entitled to the reduced amount if the shop is willing to offer a refund. Any offer of a refund in this situation is up to the retailer and is a gesture of goodwill.

The shop's returns policy may be different when something is bought in a sale, so check the policy with them before buying if you think there is a chance you might change your mind.

**7. You buy a kettle but it stopped working after one use. You take it back to the shop and they say you have to return the kettle to the manufacturer yourself. Is this right?**

b) No

Your contract is with the retailer or supplier who sold you the item so if there is a fault, it is up to them to sort out the problem – not the manufacturer. The retailer should sort out the problem for you within a reasonable time and without significant inconvenience to you and free of charge. If the fault is major, like a kettle that stops working after one use, you have the option to get your money back.

When a fault occurs within 30 days of receiving the goods.

You must: inform the business in writing within 30 days of receiving the product and return the goods to the business, at their expense and without delay.

The business must: give you a refund for the product within 14 days of receiving the returned goods and use the same payment method you used to buy the product, unless you agree otherwise.

**8. You buy a lovely shirt for your dad for his birthday but when you go to wrap it you see that two buttons are missing. Should you:**

b) Take the shirt back to the shop and ask for a repair, a replacement, a refund or a reduction in price

Take the shirt back to the shop and ask for a repair, a replacement, a refund (if you return to the shop within 30 days) or a reduction in price.

**9. You buy a phone but it doesn't work properly from the start. You take it back to the shop and they repair it but a month later it's not working again. You are entitled to a replacement or a refund.**

a) True

If you agree to a repair, it must be permanent. If the same fault occurs again, then you should be entitled to a replacement or refund.

**10. You buy a new laptop. It works for a week then you experience problems turning it on. You return it to the shop, where you are asked to pay €50 to get it fixed. Do you think this is right?**

b) No

Repairs and replacements should be free of charge to you if the fault was not caused by you. The seller is not allowed to charge any additional costs for labour, materials or postage.

**11. You buy a new laptop. It works for a week then you experience problems turning it on. You return it to the shop and they find that the product is faulty. They ask you to pay €50 for it to be fixed. Do you think this is right?**

b) No

If you are returning a faulty item, shop notices that say "No Refunds" or "No Exchanges" do not change your rights. Some shops display these notices, particularly during the sales, but these shop policies have no bearing on your rights if something goes wrong.