

HAPPY SHOPPING !

At Christmas we spend more on goods than at any other time of year but as consumers, how well do we know our rights?

Anybody who purchases goods or services can be described as a “consumer”. It is safe to suggest that all persons are consumers and therefore Consumer Rights are of critical importance. While at present there is no legislation in the British Virgin Islands aimed primarily at protecting the rights of consumers, this is not to suggest that as a consumer you have no rights. The law protects you to ensure that you get what you pay for when you are out shopping for goods, whether it is grocery items, electronics or a car.

Every time you purchase goods you enter into an agreement with the seller. This agreement is called a “contract”. A contract does not have to be written; it may be verbal or partly written. The law requires that you and the seller both honour the terms of the contract and will protect you when the seller does not honor the terms of the contract.

The law places a duty on a seller not to sell items which contain hidden defects or are of such a poor quality that they may be said to be ‘unmerchantable’ or are unfit for their purpose. However, when you are buying an item it is up to you to inspect it to ensure that it is of good quality and suitable to your needs and the seller may not be responsible for any faults with the item if you fail to inspect the item and the faults would have been apparent to you had you inspected the item.

The seller is however responsible for how he or she describes the item, therefore if the seller promises that an item is of a certain quality or that it will be suitable

to your needs, it should be as he or she promises. Where the seller describes the item as being of a certain make, age, quality or condition; the item should always match the description given by the seller. The description may be given verbally, in writing or in a picture.

If an inaccurate description influenced your decision to buy the item, especially if you did not first see the item or if you relied on the skill and expertise of the seller in deciding to buy the item, you may be entitled to return the item for a refund or compensation.

Where you believe that the seller has not honoured the terms of the contract you should first take it up with the seller as quickly as possible, as any delay may result in the seller claiming that you have accepted the goods. Very often the seller will be reasonable and exchange the item, compensate you or give you a refund. However, where the seller fails to do so, you may make a claim against him or her in court for breach of contract.

It is important to bear in mind that while **you may** be entitled to an exchange or a refund where the item that you purchased is either not as the seller described or of such a poor quality as to render it unfit for its purpose, **you are not** entitled to an exchange or refund if you simply change your mind about the item. Also, if you are given the item as a gift, you are not legally entitled to an exchange, refund or compensation (unless that item has caused you physical injury) because the contract was made between the seller and purchaser. In practice however, many sellers will deal with you as long as you have a receipt or some proof of purchase.

The best way to know your rights as a consumer and to ensure that they are protected is to be vigilant when shopping. Always read signs, receipts and

contracts carefully and if possible inspect the items that you are buying. When you are in doubt about anything ask the seller and if you require the item for a specific purpose, be sure to indicate this to the seller. It is also especially important to enquire beforehand about the seller's return/ refund policy and any warranties or guarantees on the item. Keep any written warranties, receipts or records of payment.

While you are out shopping this Christmas season be mindful of your rights as a consumer.

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