

A person wearing blue jeans and a black belt is holding a large, light blue shopping bag. The bag is the central focus of the image, with text overlaid on it.

Consumer and Business Services

THE SAVVY CONSUMER

A guide to your rights when buying goods or services



Government of South Australia
Attorney-General's Department

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Disclaimer

This publication is only a guide and should not be used as a substitute for legal advice

The Savvy Consumer provides information and know-how to help you avoid being ripped off or scammed. You will find lots of handy tips to navigate your way through the marketplace in South Australia.



CONSUMER PROTECTION

The Australian Consumer Law protects you when you sign a contract, or buy something over the counter, internet, phone or at your door. The law applies whenever you buy new or second hand from a supplier trading in Australia.

YOUR RIGHTS

As a consumer who knows your rights, you are more likely to make informed choices and demand safer products and services.

You have a right to:

- honest and accurate information to help you decide which goods or services to buy
- a fair and reasonable contract when you buy goods or services
- goods and services that meet consumer guarantees
- remedies like a refund, repair, replacement or resupply of services if you have a problem with something you bought
- claim compensation through court action where you suffer a loss caused by a product or service.

So, stay informed, shop around, compare prices and quality and ask about after-sales service and guarantees. Knowing your consumer rights will make you feel confident in approaching a business with a complaint. For information about how to make a formal complaint see page 42.



SAVVY SHOPPING

GUARANTEES

The Australian Consumer Law gives you automatic consumer guarantees on goods and services that you buy.

You are guaranteed that the goods you buy:

- are of acceptable quality
- match the description, sample or demonstration model you were shown
- are fit for their intended purpose
- have the right to be sold, with no money owing on the goods before they are sold
- have repair facilities and spare parts reasonably available.

You are guaranteed that the services you buy are:

- provided with due care and skill
- fit for purpose
- completed within a reasonable time.

A manufacturer also guarantees:

- the availability of spare parts and repairs for a reasonable time
- that any express warranty (extra promises) will be honoured – eg manufacturer's warranty
- that any extended warranty will be honoured. Ask the business to explain what the extended warranty covers – are they offering anything more than what you're already entitled to under consumer guarantees?

Goods and services covered by guarantees

Consumer guarantees apply to:

- any goods or services up to \$40,000
- goods or services more than \$40,000 that are normally used for personal or household use
- vehicles and trailers.

Goods and services not covered by guarantees

Consumer guarantees do not apply to goods that:

- were bought from one-off sales by private sellers like garage sales and school fêtes
- were bought at traditional auctions
- cost more than \$40,000 and are normally for business use
- a person buys to on-sell or resupply
- a person wants to use as part of a business, to manufacture, produce or repair something else.

They also do not apply to services that:

- cost more than \$40,000 and are normally for business use
- are for the transportation or storage of goods for a business, trade, profession or occupation
- are insurance or credit contracts.

When goods or services do not meet a guarantee

When you have a problem with goods or a service, you are entitled to have this fixed.

For goods, a remedy may be:

- a refund
- replacement of the item or one of similar value if reasonable
- repair of the item
- keeping the goods but claiming compensation for the drop in value caused by the problem.

For services, a remedy may be:

- cancelling the service and claiming a refund
- keeping the contract and claiming compensation for the difference in the service delivered and what was paid for.

A suitable remedy will depend on the item and type of problem – eg you would expect a \$1500 fridge that has a 12 month warranty to last longer than 12 months.

The problem must be fixed free of charge and within a reasonable time.

The type of remedy will depend on whether the problem is a major or minor failure. If the problem is major, you get to choose how the problem gets fixed, not the business.

What qualifies as a major failure?

A major failure with a product is when:

- it develops a fault within an unreasonable period of time (the price paid and use of the item must be considered)
- it is different from the description or sample – eg you ordered a red bike but a green bike is delivered
- it is unfit for its normal use and the problem can't be fixed within a reasonable time – eg a ski jacket is not waterproof because it is made from the wrong material
- it is unsafe – eg an electric blanket has faulty wiring.

A major failure with a service is when:

- you wouldn't have used the service if you were aware of the problem – eg a dry cleaner did not inform you that dry cleaning your jacket might cause the dye to run
- it is unfit for the intended purpose and the problem can't be fixed within a reasonable time – eg a carpet cleaning service changes the colour of your carpet in some places
- the service created an unsafe situation – eg an electrician incorrectly wired power points making them unsafe.

Returning an item

The business must fix the problem, even if:

- you have used the item, removed the tags or thrown away the packaging
- it was on sale, on the samples or seconds rack, or from a factory outlet
- you received it as a gift
- you bought it second-hand (the item's age, price and condition must be considered)
- you bought it online from an Australian business (not by auction).

It is illegal for a business to display a sign that says 'no refunds on sale items' or 'no refunds on swimwear due to hygiene reasons'.

In most cases, you will need to have a receipt or some other proof of purchase.

No refunds

You are not entitled to return an item because you changed your mind. But if the business has a refund policy that offers a refund, exchange or credit note for 'change-of-mind' purchases, it must honour it.

You are not entitled to return an item when:

- you knew or were made aware of faults before you bought the item – eg faulty stitching
- you didn't find defects you should have noticed before buying
- you misused or didn't take care of the product – eg you left your mobile phone in the rain

Getting the problem fixed

You will need to provide proof of purchase. If you don't have the receipt, other proof could be:

- a credit card statement
- a lay-by agreement
- a confirmation or receipt number from a phone or online purchase.

You must give the business the chance to fix the problem.

It is the responsibility of the business to return the item to the manufacturer for repair. If the business takes too long or refuses, you can:

- return the item and ask for a remedy
- get someone else to repair the item and ask the business to pay reasonable costs.

LAY-BY

A lay-by agreement is when you pay for goods in instalments and do not receive the goods until the full price has been paid. You must get a copy of your lay-by agreement that states all terms and conditions, including any termination fees.

The business can charge a termination fee if you cancel a lay-by, but the amount must not be more than their 'reasonable costs' – eg storage and administrative costs. The business must refund all other lay-by payments. If the instalments don't cover the termination fee any outstanding amounts can be recovered as a debt.

A business can cancel a lay-by agreement if:

- you have breached a term of the agreement, for example you missed a payment
- they are no longer trading
- the goods are no longer available due to circumstances outside of their control.

If the business cancels the lay-by agreement they must refund all amounts paid and cannot charge a termination fee.

AFTERPAY

Afterpay is a service that allows you to buy something online or in-store, take it home and pay it off in instalments – interest free. Unlike lay-by, you'll get the product right away.

You are entering into an agreement with a third party when you use Afterpay. Their involvement in the sale ends after all repayments are made. You will be charged late fees if you miss an instalment.



CONTRACTS

Each time you make a purchase, hire a tradesperson or book a holiday, you are entering into a contract.

A contract can be written, verbal or agreed to with the click of a mouse. It usually involves the payment of money. Terms and conditions set out the rights and responsibilities. Keep a copy of your contract, agreement or online purchases as proof of what has been agreed in case you have a problem.

Sometimes, you can negotiate before you enter into a contract. But you will usually be offered a contract that is the same as, or similar to what others have been offered. This is called a 'standard form contract' and includes contracts for mobile phones, gym membership and pay TV.

Only a court can decide if a 'standard form contract' term is unfair. If you can't solve a problem with the business, contact Consumer and Business Services (CBS) or the relevant ombudsman – eg telecommunications, finance, energy and water supply services.

ONLINE SHOPPING

Before buying online, try to research the business as much as possible. Speak with friends or check independent online reviews. Check that the business has a registered ABN or ACN and find out if they have procedures for resolving disputes.

If you're dealing with a business outside Australia, make sure you understand your warranty and refund rights. It can be difficult to fix a problem if the business is not based in Australia.

If you're required to disclose personal information to a business make sure you understand their privacy policy. Some businesses use your contact details for their mailing lists. Some may even sell your personal details, leading to email offers and advertising you don't want.

See page 32 for tips about protecting your identity and avoiding scams.



BUYING SPECIFIC GOODS OR SERVICES

MOBILE PHONES & TABLETS

Contracts for a mobile phone, tablet or service are legally binding, so make sure you check the terms and conditions and understand your rights and obligations before you sign.

Plans have different call rates, data limits and services. Some low cost plans include lower data limits and if you exceed them you can be charged at a much higher rate.

Choose the plan that gives you a data allowance that suits how you use your device. If you spend a lot of time streaming video, downloading music, photos and applications you'll need a larger allowance than if you just want to browse the web and send messages.

If you don't want to be locked into a long-term contract, a pre-paid mobile phone allows you to buy as much credit as you need. There are options with unlimited calls and text, unused data roll-overs and other extras. Some carriers are more reliable in rural areas.

Bundling your phone and internet services

Some companies offer deals for signing up to more than one of their services – eg you can be offered a discount on your home internet account if you agree to use the same company for your mobile phone.

Before signing up for a bundled service consider if:

- you will save money. Check your recent bills to work out your typical monthly costs and use
- you will have to pay a penalty if you leave early
- there are extra service charges, more expensive calls or fees if you exceed your download limit.

Travelling overseas with your mobile phone or tablet

It can be costly to use your mobile phone or tablet at an overseas location using your Australian mobile service provider. This is called 'international roaming'. Before travelling overseas, check charges for calls, messages and data usage. Check whether other options like a passport style SIM product or purchasing a SIM at your destination is better value.

For information on how to avoid overseas bill shock contact the Australian Communications and Media Authority (ACMA) or visit acma.gov.au.

OVERSEAS TRAVEL

You can book flights, accommodation and other arrangements for your trip through a travel agency or do it yourself. If you deal with an overseas supplier it can be difficult to solve a problem if something goes wrong.

Travel advice and registration

Visit smartraveller.gov.au to check the latest travel advice for your destination. You can also register your travel and contact details so you can be contacted in an emergency. Before you leave, check for any changes to the travel advice.

Important documents

- Make sure your passport is valid for at least six months from the date you are due to return to Australia. Some countries will refuse entry and some airlines won't allow passengers to board flights if you don't meet this requirement.
- Find out what visas you'll need for the countries you're visiting or transiting (a visa doesn't always guarantee entry) or ask your travel agent if they have done it for you.
- Find out whether you're regarded as a national of the country you intend to visit and whether holding dual citizenship poses any difficulties.
- Make two photocopies of valuable documents such as your passport, tickets, visas and itinerary. Keep one copy with you and leave another copy with someone at home.

Insurance

If booking through an agent, check that they have insolvency insurance. The agent may also be able to make a claim for costs on your behalf if your travel plans are affected by the collapse of a business – eg airline, hotel or tour operator. Arrange travel insurance to cover you and your belongings while you are away.

PAYING FOR A FUNERAL

If you're thinking of putting money aside to pay for a funeral, there are a number of payment options available.

Check if you already have cover

If you have superannuation or health insurance these can include a life insurance policy which will pay a funeral or death benefit.

Savings

One of the easiest ways to pay for a funeral is to set up a savings account. Then you don't lose your money or your cover if you stop making payments.

Funeral insurance

Funeral insurance is where you make regular payments, which can increase over time – it's not a savings plan. If you miss a payment then your policy will usually end, you won't get back what you paid and you'll no longer be covered. Find out how long you will need to make payments and under what circumstances the insurer will not pay out a claim.

Funeral bond

A funeral bond is like putting money in the bank. All the money, plus any interest earned, will go to your estate to help pay for the funeral. But it's important to look at the costs and features, and be aware that there are different rules with different companies.

Find out if you have to pay a certain amount upfront, the amount of fees and charges and when you have to pay them.

Pre-paid funeral plans

This allows you to pay for your funeral in advance through a funeral director. You can choose the type of funeral you want and pay for the funeral in instalments.

Your payments don't increase over time, and you pay for the funeral at today's price – even if the funeral is in 30 years.

Check if your plan can be transferred to another funeral director if you move away and whether there will be a transfer fee. The money will be paid to your estate if you don't transfer your contract and your funeral director can't provide the service.

Funeral directors are not allowed to look after your money. They must give all payments to an investment manager, who invests the money in an approved investment. Your money is kept safe, even if the funeral company goes out of business.

HOME REPAIRS & RENOVATIONS

Whether you need to replace your gutters, fix an air-conditioner or renovate a kitchen, it's usually best to use a licensed builder.

To check whether a person is appropriately licensed:

- visit the licensing register at cbs.sa.gov.au
- contact Consumer and Business Services on 131 882
- ask to see their licence - which may be digital or a plastic card. For information on how to check that a digital licence is valid visit my.sa.gov.au.

If the job costs more than \$12,000

There must be a written contract. If council approval is needed, the builder must take out building indemnity insurance. Ask for a copy of this insurance for your property.

If you're building or renovating your house with council approval and you intend to act as an owner-builder, you must have a private certifier or registered building work supervisor to oversee the job from beginning to end. Any builder you contract to do work on the job for over \$12,000 must have building indemnity insurance and any plumbing, gas-fitting or electrical work must be completed by licensed tradespersons.

If the job costs less than \$12,000

A written contract and indemnity insurance are not needed by law. However, a written contract or at least a written quote is recommended as proof of what has been agreed – eg price, scope of the job and when the work will be performed/completed.

Deposit and payment

As a general rule, your builder is only entitled to progress payments for work done. However, the builder may ask you to pay in advance for certain expenses – eg council planning approval, building indemnity insurance or engineer or surveyor's report.

Apart from this money, the builder cannot take a deposit of more than:

- \$1,000 where the contract is between \$12,000 and \$20,000
- 5% of the contract value if the contract costs more than \$20,000.



Tips for picking the right builder/contractor

- Shop around. Ask friends or relatives who they would recommend. Consider contacting industry organisations to find local and licensed building services.
- Get the tradesperson's details. Don't use unlicensed traders who are passing through. They can be difficult to trace if things go wrong.
- Find out how long the business has been around and whether it has always traded under the same name – contact the Australian Securities and Investments Commission.
- Ask to see work they have recently completed.
- Before you sign a contract, be firm about what you want and compare at least three quotes for the same plans and specifications.
- When choosing between quotes, ask yourself which builder is most likely to:
 - deliver value for money
 - meet your wish list
 - give you clear and regular updates on progress
 - communicate clearly, verbally and in writing
 - be trustworthy as a business person and skilled builder.

BUYING A USED CAR

When buying a used car consider additional costs associated with the purchase – things like transfer fees, stamp duty, insurance and registration.

Buying by private sale

When you purchase privately you don't get consumer guarantees or a cooling-off period. Before buying, check the car thoroughly and consider getting it inspected by an independent mechanic. Check the Personal Property Securities Register – ppsr.gov.au – to make sure no money is owed on the car and that it hasn't been flood damaged or written off.



Buying through a licensed dealer

When you buy from a licensed dealer you are protected by consumer guarantees. You are entitled to:

- a cooling-off period
- guaranteed ownership (no one will try to repossess or prevent you using it)
- a warranty – this will depend on things such as the sale price. The dealer must fix certain defects free of charge unless you waive your warranty rights.

Buying at auction

When buying at auction you may not be able to test drive the car or inspect it thoroughly. There is no cooling-off. If the car is sold on behalf of a person/business that is not a dealer, you won't get a statutory warranty. But if the auction house owns the car they must provide you with consumer guarantees.

More tips for buyers

When you're ready to buy a car, please see the handy checklist on page 45 of this booklet.

BUYING A HOUSE

Buying a house is likely to be one of the biggest financial decisions you make. Before making a decision it's important to understand the buying process and make sure you factor in costs like building inspection reports, conveyancing and stamp duty.

Private treaty

This is when a property is offered for sale at a negotiated price. Often the owner will set a bottom line price. The buyer decides how much they are prepared to pay and the price can be negotiated until a mutually acceptable amount is reached. Other buyers are not made aware of how many other offers have been made or the amount offered.

Read the buyer's information notice (Form R3) before you make an offer – a checklist of things that could affect your enjoyment, safety or value of the property. This is made available to prospective buyers during open inspections.

A contract of sale can be made subject to certain conditions – eg satisfactory building inspection. If conditions are not met, the contract of sale is cancelled.

Building inspectors can check things like termite activity and air-conditioners but you need to ask them what will be checked.

You are entitled to a cooling-off period of two business days from when the vendor's statement (Form 1) was received or contract of sale was signed, whichever is later. A Form 1 is a legal document that gives you information about things like the property's title, easements, zoning and outgoings – eg water rates.

Auction

A reserve price must be set by the owner in writing before auction day. This is the lowest amount they would sell the property for. It isn't made known to bidders and the owner can decide to lower this amount if the price isn't met at auction. The auction must be conducted by a registered auctioneer.

You or someone you want to bid on your behalf must register as a bidder by providing details and proof of identity to the agent.

The vendor's statement (Form 1) and buyers information notice (Form R3) must be available at the auctioneer's or agent's office at least three business days before the auction and at the auction site at least 30 minutes before it is due to start.

If the bidding doesn't reach the reserve price the vendor may choose to:

- not sell the house
- negotiate a sale with any of the bidders
- place the home for sale on the open market.

Contract documents are normally signed and a deposit paid on the day of the auction. There is no cooling-off period for auction sales.

Any inspections should be conducted before the auction – eg building or pest inspection. Any special conditions must be approved when you register for the auction – eg deposit amount, settlement date.

For information about buying or selling a house, visit 'planning and property' at sa.gov.au.



A close-up photograph of a person's hand, wearing a blue sleeve, pointing their index finger at a black metal door handle. The handle is mounted on a red brick wall. The background is slightly blurred, showing a wooden door frame and another handle.

DOOR- TO-DOOR TRADERS & TELEMARKETING

Unsolicited selling is where a salesperson approaches you uninvited. This includes telemarketing and door-to-door traders. Charity collectors and people doing surveys generally aren't considered to be salespeople. The Australian Consumer Law gives you extra protection when salespeople approach you uninvited.

Extra protection

If the goods or services cost \$100 or more, or the cost couldn't be determined at the time – eg switching energy providers – the following conditions apply:

- door-to-door traders must show you their identification, including who they work for
- they must give you a written copy of the agreement
- you have 10 days to 'cool-off' and must be given written information about your right to cool-off and a form to use if you change your mind
- the trader can't accept any payment for goods or services (except for electricity or gas) before the 10 day cooling-off period has ended
- if you ask a trader to leave, they must go immediately and must not contact you again for at least 30 days.

Hours they can contact you

Businesses can only approach you:

- weekdays - 9am - 6pm (door-to-door) or 9am - 8pm (telemarketers)
- Saturday - 9am - 5pm.

They must not approach you on Sundays or public holidays. However, you can be contacted at any time if agreed by prior arrangement.



NO SOLICITING

Handy tips

If you're offered an agreement by a telemarketer or door-to-door seller you should:

- take the time to compare similar products
- understand and carefully consider all costs
- read the contract and cooling-off information
- seek independent advice.

Don't be swayed by high pressure sales tactics. Remember, it's ok to say 'no thanks!'

Stop the sellers contacting you

You can display a 'Do Not Knock' sticker near your front door or gate. Sellers are breaking the law if they ignore this sticker and can be fined. Free stickers are available from CBS by phoning 131 882 or ordering online at cbs.sa.gov.au.

Stop telemarketers contacting you by registering your details on the 'Do Not Call Register'. Register online at donotcall.gov.au or call 1300 792 958. Report unwanted telemarketing calls to the Australian Communications and Media Authority acma.gov.au, visit donotcall.gov.au or call 1300 792 958.



ADVERTISING

A business must not make false or misleading claims about the goods and services they sell or promote. This includes advertisements, promotions, quotes, statements or any representation made by a person.

A business must not create a misleading impression about things like the price, value, quality, availability, endorsement or accreditation of goods or services.

Puffery

‘Puffery’ generally isn’t considered to be misleading because it involves making a clearly far-fetched, subjective and ridiculous claim that no reasonable person would treat seriously – eg a restaurant owner claims to make ‘the best burgers in the world’.

Silence

A business can break the law by failing to share relevant information – eg a consumer who lives in the outback is buying a mobile phone and service contract. The salesperson knows that the consumer won’t be able to get solid coverage where they live but deliberately keeps this from the consumer to get the sale.

Relying on disclaimers and small print

A business can’t rely on disclaimers buried in small print as an excuse for misleading people. For example, a large department store was found to have mislead customers when it advertised ‘25% off all clothing’ and ‘15-40% off housewares’, but in small print excluded certain labels and manchester.

Consumers cannot ignore disclaimers that are clear and well-placed.

Country of origin

Businesses must not make false or misleading claims about the country of origin of goods. Claims could be made by words or pictures on the label, packaging or promotional material.

Labelling laws apply to food offered for retail sale in Australia and includes food sold in stores or markets, online or from a vending machine. The law does not apply to food sold in places like restaurants, cafes, take-away shops, schools or food provided by caterers.

Reading the labels



The kangaroo in a triangle symbol tells you that the food was grown, produced or made in Australia.

The shading in the bar chart shows the percentage of Australian-grown or produced ingredients in the food.

The text states the origin of the food and, in many instances, the percentage of Australian-grown or produced ingredients in the food.

There are rules about when a business can use the terms:

- grown in
- product of
- made in
- packed in.

More information is available at accc.gov.au.

Multiple pricing

If a business displays a product with more than one price attached to it, they must sell it for the lowest displayed price or withdraw the item. A price published in a catalogue or advertisement is a ‘displayed price’. Mistakes in catalogues or advertisements can be fixed by publishing a retraction in a publication with a similar circulation or audience to the original advertisement.

Mandatory information standards

Businesses that make or supply goods must follow mandatory information standards that apply for particular products, such as:

- clothing and textiles – labels should include instructions to help consumers care for the item
- cosmetics and toiletries – labels must state the ingredients to help consumers compare products and to avoid adverse reactions to certain ingredients.



SCAMS & CYBERCRIME

Scams can take many forms such as fake documents, emails, websites or online dating profiles. You could be asked to send money or provide personal or financial details. Sometimes a scammer will ask for money upfront or may spend months trying to gain your trust before asking for money.

Some scams are obvious but there are many out there that are subtle, creative and sophisticated so it pays to become 'scam aware'.

You can come into contact with scammers in many ways – eg they may come to your door, call, email or send letters with news of a lotto 'win' or you can be targeted through advertisements in publications or websites.

Scams to watch out for include:

- chain letters
- pyramid schemes
- investment scams
- miracle cure/medical scams
- job ad/work from home scams
- lottery/fake prize scams
- inheritance scams
- online romance scams
- fake bank emails
- threatening you or hijacking your computer
- bogus door-to-door traders posing as legitimate handymen/builders.

Be wary of charity scams that prey on your compassion. It's wise to get the charity's contact details from the phone book or a trusted web site and make your own checks rather than donating in response to a phone call, knock at the door or email.

Visit charities.sa.gov.au to see a list of charities that are licensed to collect in South Australia.

PROTECTING YOURSELF FROM ID THEFT & SCAMS

If a scammer has your personal details they can use them to take money from your bank account, get a loan or do business in your name.

Methods that lead to identity theft can include:

- stealing someone's wallet
- rummaging through bins and letterboxes to get personal details
- scouring social media for personal information
- hacking into a computer
- tricking a person into providing their valuable personal details by sending an email that may look as if it comes from a bank or legitimate service provider or by talking to them over the phone.

To protect yourself:

- check your credit card and bank statements closely
- limit the credit you have in certain accounts
- store your personal documents in a safe and secure place, like a safe deposit box
- keep copies of key documents in a secure location, with someone like a trusted relative or a legal professional
- destroy old records containing personal information – eg bills, expired cards, licences – before throwing them out
- put a lock on your letterbox
- never send money or give personal details to people you don't know and trust
- avoid giving personal or financial information over the phone, via email or over the internet especially if you didn't initiate the contact

- if someone calls you claiming to be from a bank, don't give them your personal information. Instead call them back using the bank's contact number that you can get from the internet or on the back of your ATM card
- if a friend or relative emails you to say they're stranded overseas and need cash urgently, speak to them directly to confirm the request
- apply for a free report of your credit history. See moneysmart.gov.au for more information.

If an offer seems suspicious get independent advice or a second opinion.

Protecting information on your computer

Visit the Stay Smart Online website staysmartonline.gov.au to get the latest tips on protecting your computer. Here are a few pointers:

- install anti-virus software, spyware protection and firewall programs and make sure they are updated regularly
- use passwords to protect your computer and important documents. Consider downloading a password manager
- choose strong passwords and change them regularly. Don't use a pet's or child's name or other obvious words
- don't write passwords or PINs down or leave them in an obvious place such as your wallet

- don't store personal details or passwords on mobile phones or wireless devices
- never click on a link or open an attachment in an email from someone you don't know and trust – delete it instead
- if you use sites that require a login and password, don't tick the option that instructs the computer to remember the password
- beware of unsolicited emails that make offers that are too good to be true.

When it's time to dispose of an old computer, make sure no personal details remain on the device. You'll need to use wiping or erasing software for this as deleting files may not protect you.

WHERE TO GO FOR HELP

Tell your bank or credit union immediately if you think your identity has been misused or that your personal details have been accessed.

If you think you've been approached by a fake charity or any other type of scammer, report it to SCAMwatch at scamwatch.gov.au.

Warn your friends, family, colleagues and neighbours about any fraudsters.

PRODUCT SAFETY

You have a right to expect that the products you buy and use will be safe. You also have a responsibility to use products safely and be aware of the possible dangers of old and modified products.



Safety warning notices

A safety warning notice warns people that a good or service is under investigation or poses a safety risk. If you see a safety warning notice about something you've bought, follow the advice. Some notices tell you how to use the product or service to avoid injury.

Recalls

A product can be recalled if it:

- may cause injury
- does not comply with safety or information standards
- is banned.

A recall can be compulsory and made by the government, business or supplier. If you have bought a product that is recalled, follow the instructions in the recall notice. You may need to return the product to get it repaired or refunded.

Bans

Consumer goods or product-related services can be banned if there is a risk of serious injury, illness or death associated with it. The ban can be an interim ban or a permanent one.

If a product or product-related service is banned, it is unlawful for anyone to:

- sell or supply it
- offer to supply it
- manufacture or possess it
- have control of it.

Mandatory standards

Products covered by mandatory safety or information standards must meet certain safety criteria before they can be sold in Australia – eg the top bunk of a bunk bed must have a safety railing which is a certain height above the mattress base.

A mandatory safety standard for a consumer good can specify:

- the way the good is made
- what it contains
- how it works
- what tests it needs to pass
- whether any warnings or instructions need to accompany it.

A mandatory safety standard for a product-related service can specify:

- how the service is supplied
- the skills or qualifications of a person supplying the service
- the materials used and tests these materials must pass.

Some products have an information standard applied to them requiring that certain information is provided – eg there must be ingredient labelling for cosmetics and care labelling for clothing.

Visit [productsafety.gov.au](https://www.productsafety.gov.au) for:

- safety warning notices
- standards
- bans
- recalls.



FIXING A PROBLEM

If you've bought a product or paid for a service and something goes wrong it's important to know your consumer rights.



Contact the business to discuss the issue and tell them how you would like the problem solved. Be polite but firm. If this fails, write to the manager

explaining the problem and tell them your preferred solution (include a deadline). Keep a copy of any receipts and the letter or email you send them.

SAMPLE COMPLAINT LETTER

[insert business name and address]

Dear [insert name]

I write to seek a refund for a lounge I bought from your store on [insert date purchased]. A copy of the receipt is enclosed for your information.

Since delivery on [insert date delivered], several seams have split and both arms of the couch are already very wobbly, even though the lounge is only used as an occasional piece of furniture. The lounge is clearly of substandard quality as these problems should not have presented within such a short timeframe.

I recently visited your showroom to discuss my concerns with one of your sales assistants, [insert name], but he told me to take up the issue directly with you.

As the problems with the lounge can only be described as major, I require a full refund of [insert amount], within 10 business days. I also ask that upon issuing the refund your company arranges to pick up the lounge at a time that suits me. I can be contacted on [insert phone number], to discuss possible time frames and arrangements for the refund.

If I do not hear from you or you do not agree to the remedy and terms I have proposed, I will seek assistance from Consumer and Business Services.

I trust that I can count on your cooperation to resolve this matter quickly and fairly.

Yours faithfully

[insert your name]

If the business ignores your complaint

If speaking and writing to the business hasn't fixed the problem, contact Consumer and Business Services (CBS) on 131 882 for advice and to lodge a complaint.

You will need to provide:

- your name
- the name and location of the business
- a description of the problem.

CBS cannot force someone to accept a solution but can call a compulsory conciliation conference, which is a process aimed at avoiding legal action. Any agreement reached at a compulsory session is enforceable through the court system.

CBS generally cannot handle complaints involving disputes:

- between businesses
- where another agency is responsible for the legislation – eg banking or medical treatment
- where the goods were bought outside of Australia
- where the goods were bought from a private seller.

Information on your rights and responsibilities is available at sa.gov.au/consumerrights.

Problems with a private rental tenancy

CBS provides information to help tenants, landlords and property managers/advocates. Contact CBS on 131 882 for information about legal rights and obligations and options to assist you resolve a tenancy dispute.

If you can't resolve a dispute you can apply to the South Australian Civil and Administrative Tribunal (SACAT) to have your case heard. SACAT will make a decision and issue a binding order. Call 1800 723 767 or visit sacat.sa.gov.au for more information.



Buying a used car?

Checklist

- | | |
|--------------------------|---|
| <input type="checkbox"/> | Set a price limit you can afford. Allow for stamp duty, transfer fees, registration and insurance |
| <input type="checkbox"/> | Take your time, don't be rushed or pressured |
| <input type="checkbox"/> | Shop around for the best deal |
| <input type="checkbox"/> | Understand your rights and the dealer's obligations |
| <input type="checkbox"/> | Check what is covered by the warranty |
| <input type="checkbox"/> | Don't sign anything until you're sure the car is okay and you really want to buy it |
| <input type="checkbox"/> | Have the car checked by a qualified independent mechanic before you buy |
| <input type="checkbox"/> | Inspect the white display sheet on the car |
| <input type="checkbox"/> | Have everything you negotiate with the dealer in writing |
| <input type="checkbox"/> | Check the dealer's licence is up to date by visiting the CBS website |
| <input type="checkbox"/> | If buying privately, check the Personal Property Securities Register www.ppsr.gov.au |
| <input type="checkbox"/> | For private sales, is the seller the registered owner? If not, is there a genuine reason? |
| <input type="checkbox"/> | When you buy a car it will need to be registered in your name |



Contacts

Consumer and Business Services

(for information about births, deaths and marriages,
consumer rights, licensing, product safety and tenancies)

Customer Service Centre

91 Grenfell St, Adelaide SA 5000

GPO Box 1719, Adelaide SA 5001

T 131 882

cbs.sa.gov.au

Translating and Interpreting Service

T 131 450

tisnational.gov.au