

# DEVIL IN THE DETAIL



Most online shoppers have probably been guilty of ignoring pop-up disclaimer boxes or not reading a company's returns policy before clicking the 'I agree' button at the bottom of a web page.

But take a closer look at that never-ending list of warranty statements, clauses and conditions and you might be surprised what you find.

Some companies, knowing full well that shoppers aren't likely to bother wading through the fine print, attempt to bury all manner of outrageous clauses asking customers to give up many of their rights to a refund or return.

Phrases like, '... all warranties other than those stated in the contract, either expressed or implied are void unless otherwise stated', are an example of the type of double-talk most readers would not think twice about before agreeing to.

That is, until that DVD you ordered turns out to be incompatible with Australian DVD players or the chair you ordered arrives with three legs instead of four.

But the good news for shoppers is that a trader can't simply refuse to take back a faulty product bought online just because you clicked the 'I agree' box.

Buying a product online from an Australian company entitles shoppers to all the same rights they would expect if they walked into a shop and bought the same item.

In June 2004 the ACCC surveyed the 1000 most popular consumer websites in Australia and found that more than half of those containing online terms and conditions asked consumers to disclaim their warranty rights or limit liability. Seventy per cent of websites selling products raised concern

for the regulator. They were either blatantly misleading disclaimers or statements that were borderline at best.

In the recent internet sweep the ACCC found many of the misleading or confusing statements discovered in the 2004 survey were still being used. The ACCC will continue to follow up these issues with traders.

The Trade Practices Act spells out very clearly that all Australian retailers, including those who trade over the internet, have an obligation to provide an honest description of the goods and to provide them in good working order. Agreeing to take goods 'as is' does not mean a retailer can sell you a faulty product that was advertised as being in good condition.

Regardless of what the contract says, all goods sold must be fit for the job they were advertised to do and must be of a quality fit to sell.

They also have to match the description or sample provided in the advertising and must be able to do what the salesperson or company promised.

One car manufacturer was forced to compensate some of its Australian customers and review its product information after the ACCC conducted an investigation and found an error in the advertised features of one of its vehicles on the company website.

While online auctions and internet shopping have made it much easier to buy goods from overseas, shoppers need to be careful who they send

their money to. When buying directly from overseas, Australian consumers will often not get the protection provided by Australian law.

If you run into problems with a product bought online, your first step should be to contact the seller in writing outlining your complaint. Check the trader's dispute resolution policy (which is possibly buried in all that fine print) and if that leads to a dead end, contact your local office of fair trading, which can in some cases act on your behalf if the seller has treated its customers unfairly.

Remember, however, that while many businesses have generous returns policies, they are not obliged to take back goods just because you changed your mind or decided you didn't like the colour you chose.

The ACCC's warranties and refunds booklet sets out recommended strategies for lodging complaints. It is freely available by calling the ACCC Infocentre on 1300 302 502 or as a download from [www.accc.gov.au](http://www.accc.gov.au).

... warranties  
... than those stated  
... the contract, either  
... expressed or implied  
... void unless  
... otherwise stated