

Trading Standards

REFUNDS & DEPOSITS

Sometimes when we agree to buy things we change our minds, or if the goods are faulty the shop refuses to refund. This leaflet looks at what you can expect to claim back.



WHAT IF I HAVE PAID A DEPOSIT?

Sometimes when you agree to buy something you may be asked to put some money down to secure the item. This is usually known as a deposit. It means that you are entering into a **LEGALLY BINDING CONTRACT**, with the seller, for the goods.

It is a sign of good faith that you have agreed to make a purchase. If you change your mind for whatever reason a trader **DOES NOT HAVE TO GIVE YOU YOUR DEPOSIT BACK**.

IT DOES NOT MATTER HOW GOOD YOUR REASONS ARE - loss of job or bereavement for example. (*n.b. This differs for mail order - see later section in leaflet*).

You could even be sued by the seller for more money up to the **FULL PRICE** of the goods or services ordered. This would depend on whether the goods were specifically ordered for you, or made for you, or if they were a stock item.



For example, if a dress was specially made for you and you cancelled because you changed your mind, you would be liable for the cost of the dress if it could not be sold to someone else.

If a trader agrees at the time an order is placed that a deposit is refundable, **GET IT IN WRITING**, for example on the back of your receipt - it may save problems later on if you decide not to go ahead.

This may already be in the terms and conditions of any agreements, so read them carefully.

WHAT IF THE RETAILER FAILS TO SUPPLY?

If the shop or company is unable to keep their part of the deal, for example they may be unable to supply the model, size or colour you ordered, or deliver them on time, or if the goods are faulty, then you are entitled to your deposit back and any other reasonable costs you may have incurred as a result of the seller's breach of contract with you.