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Article

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by Ann Corrigan, partner at Phillips Solicitors

Direct line 01256 854630 email acorrigan@phillips-law.co.uk

Title: Things you should know when buying your Christmas presents

'The last thing families want, when buying and giving Christmas presents, is to be ripped-off, caught in a scam or sold something defective' says Ann Corrigan, partner at Phillips Solicitors, 'so when you go shopping here are some tips that may help to keep the stress levels down:

- When you buy presents, always keep the receipts just in case you or the person you have given the gift to needs to return it
- Check that presents are in working order as soon as you've bought them, especially if they are for children, because faulty goods should always be returned as soon as possible after purchase
- Check whether the retailer has a 'goodwill policy' before you buy, especially if the item is a present. This means they may provide a 'no quibble' refund or credit note or allow you to exchange goods within a specified period, even if they are not faulty.
- Check whether the store will offer a gift receipt, which reveals all the details of the product other than the price, and can make it easier for you or the recipient to exchange the gift or seek a refund after Christmas.

'Home shopping'

If you buy goods or services from a catalogue, on the internet or by any other form of 'distance selling', you have a 'cooling off' period during which you can cancel your order without any reason and have a full refund, normally seven working days from the day after you receive the goods. There are some exceptions, for example, for perishable goods, items made to order or CDs, DVDs or computer games if you have removed the packaging. You may also have a full

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refund if the goods are not provided by an agreed date or within 30 days of placing an order if no date was agreed.

If you have to take a present back

If you have to take a present back, and usually it's the person who bought the goods who should take it back, you really need a proof of purchase - such as a receipt, credit or debit card receipts.

If the goods are not of satisfactory quality, fit for their purpose or 'as described', The Sale of Goods and Supply of Services Act says that you have a right to return them and get your money back, provided you inform the shop you want to return the goods within a reasonable time. You are not obliged to accept a credit note, vouchers or the offer of a repair if goods are faulty or 'misdescribed' and they are returned within a reasonable time.

'If you need to complain', says Ann 'go back to the seller, with proof of purchase, keep calm and be sure of your facts. Explain your problem, what you want done and set a deadline. If you are not satisfied, write a letter of complaint to the company's head office and persevere. And of course, you can always seek legal advice'. Call Ann on 01256 854630. Visit our website at www.phillips-law.co.uk

ENDS

Note to editor: Phillips is a leading law firm in Basingstoke, with around 50 members of staff. We offer a comprehensive range of services to business and private clients, locally and nationwide. We specialise in helping clients achieve what they want.

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Pam Whittle, marketing manager, Phillips Solicitors, Town Gate, 38 London Road, Basingstoke, Hants RG21 7NY.
www.phillips-law.co.uk t. 01256 854642, f. 01256 364333 e. pwhittle@phillips-law.co.uk