



YOUR RIGHTS AS A CONSUMER

(ALSWA website version)

Aboriginal Legal Service of Western Australia (Inc)

Striving for justice for Aboriginal and Torres Strait Islander peoples for over thirty years

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Consumers rights

Contracts happen every day when people buy goods or services. Some are properly formed as soon as both parties have agreed, but others, for example for sale of land, must be in writing and signed by both parties.

If you make a properly formed contract, you have made a promise you must keep. If you do not follow the conditions agreed in the contract, the other party can seek compensation from you.

False advertising

If you buy goods because of false or misleading advertisements, you may be able to get compensation for any loss you suffer.

Unconscionable conduct

If the other person is in a stronger bargaining position than you, and pressures you into a contract, or conditions on the contract that you do not agree to, you may be able to get your obligations under the contract cancelled or compensation for any loss you suffer.

Unsolicited goods or services

If you receive goods or services you have not requested, they are "unsolicited". You do not have to pay for them and you should return them to the supplier as soon as possible. If you do not return them within a certain period they will become your property and you will have to pay for them. If the deliverer has given you notice the period is 1 month. If not, the period is 3 months.

Hire purchase

Under hire purchase, normally a dealer sells goods to a lender who lets the borrower hire them. The lender owns the goods until the borrower buys them. The lender can repossess the goods if the borrower does not obey the hire conditions.

Buying on finance

If you are buying something on finance you must write “subject to finance” on the contract. Otherwise you are bound by the contract even if you don’t get finance.

Guarantees

Under a guarantee, the lender agrees to lend money to the borrower if someone (“the guarantor”) promises to repay the money if the borrower does not. The lender can take legal action against the borrower or guarantor or both.

A guarantor can be needed for renting or other services.

Second-hand cars

Dealers selling second-hand cars must have a licence and on some cars they must offer a warranty. Whether a warranty is required, and how long it is for, depends on the price and age of the car and how many kilometres it has travelled. The warranty does not cover the battery, tyres or accessories like the air conditioner, that do not affect the car’s roadworthiness.

Contracts to buy second-hand cars are enforceable immediately. There is no cooling off period.

Door to door sales

There is a 10 day cooling off period before these contracts become enforceable.

Complaints

For Consumer advice or to make a Complaint, contact:

**Department of Consumer and
Employment Protection (DOCEP)
219 St Georges Terrace, Perth WA 6000 Telephone: 1300 304 054
or visit their website at www.docep.wa.gov.au**

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For legal advice please contact your nearest office of the Aboriginal Legal Service of Western Australia (Inc).
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*ALSWA gratefully acknowledges the financial
assistance of the Commonwealth
Department of the Attorney General*

