

Question 1: What would you do if you bought an iPod and later found it to be counterfeit?

Correct Answer: Write a letter to the Trader informing them it's counterfeit and seeking a full refund, also report this to Trading Standards

Trading Standards may need the I-pod as evidence; therefore you should not return it to the trader. You will not get in trouble having bought it.

Question 2: What is meant by Copyright?

Copyright are exclusive rights granted to the author or creator of an original work, including the right to copy, distribute and adapt the work.

Question 3: What is meant by Trademark?

A trademark is a distinctive sign or indicator used by an individual, business organization, or other legal entity to identify that a product or service. A trademark is typically a name, word, phrase, logo, symbol, design, image, or a combination of these elements.

Question 4: A friend purchased a sweater from a local shop to give you as a birthday present. It's too big but you have the receipt so what are your rights?

Correct Answer: You have no rights and you may have to rely on the retailer's goodwill.

It's frequently a belief that if something doesn't fit and you have a receipt you can take it back. This isn't the case.

If it has been bought as a gift then the person who bought it for you is the one who has the contract with the retailer and by law even they are not necessarily entitled to a refund should an item be the wrong size. Sometimes a store has a policy which allows refunds with the receipt or the store may issue a gift receipt which again allows the product to be refunded should you not like it, or if it's the wrong size. This isn't a legal requirement however.

Question 5: If you see a product priced at £10 but when you get to the till the sales assistant says it's wrongly priced and should be £30. What are your rights?

Correct Answer: You don't have any right to purchase at the lower price but could tell Trading Standards who can investigate pricing issues.

Again people often think that if something is advertised at a certain price then they are entitled to purchase the item at this price no matter what. This isn't the case and a trader is well within their rights to refuse the sale should they notice a mistake with the price. Trading Standards can however investigate pricing errors should there be misleading pricing or frequent occurrences in which an item is wrongly priced.

Question 6: You book a holiday using your credit card but soon after, the holiday company you booked with goes bust. You should ...

Correct Answer: Contact your Credit Card Company and get a full refund

There is a piece of legislation called the Consumer Credit Act which holds Credit Card Companies equally liable for purchases made on your credit card if they are between £100 and £30 000 . Therefore should you suffer a breach of contract or should the trader go out of business you can contact your credit card company for a refund.

Question 7: You buy a t-shirt online but when it arrives you hate it. Do can

Correct Answer: Send it back within 7 days for a full refund

There is a piece of legislation called 'Consumer Protection (Distance Selling) Regulations' which give you extra protection should you purchase something at a distance (by phone, online, fax, catalogue) which mean that should you not like something you've purchased you can send it back within 7 working days for a full refund. There are various exemptions however, you can find the details of these exemptions on our website by following this link http://www.devon.gov.uk/tsdocfulldetails.htm?docClass=eng%3Bcons%3Badv%3Bpwg&docId=122502&returnTo=problems_with_goods_leaflets

Question 8: You saw some jeans in a catalogue and order them over the phone. When they arrive they are not what you expected, the trader offers you a refund and you accept. After 3 weeks you still haven't received your money back. Is this allowed?

Correct Answer: Yes a trader has 30 days to refund your money.

This again relates to the 'Consumer Protection (Distance Selling) Regulations. Should you change your mind about goods purchased or not like them when they arrive you are entitled to a refund however a Trader is allowed up to 30 days to provide you with this refund.

Question 9: You hire a trader to fix your mobile phone and he provides you a written quote that says the price of the job will be £50. When you come to collect your phone your bill is £100. The trader says this is due to the need for a part that's hard to obtain. How much do you have to pay?

Correct Answer: £50 as a quote is legally binding therefore you only have to pay the price originally agreed.

There is a difference in law between a quote and an estimate. A quote is an agreement to do a job for a certain amount of money and the price should not subsequently rise. An estimate is an indication of how much the trader thinks the job is likely to cost but a reasonable and justified rise in price could still be acceptable. In this case the trader supplied a written quote therefore you only have to pay the agreed price.

Question 10: You purchase a laptop for £500. There is a notice on the receipt stating 'sold as seen'. 3 weeks after you've purchased it, it breaks. You want it repaired free of charge. What are the Traders Obligations?

Correct Answer: You are entitled to a free repair.

The Sale of Goods Act states that all goods sold should be of a satisfactory quality. With new (first hand) goods this means that the goods should be free of all defects. The statement sold as seen provides the trader no protection whatsoever, not only that but it is likely to be a criminal offence under the Unfair Contract Terms Act and should be reported to Trading Standards.