



FS10: What should I do if I am not happy with something I bought?

When you buy goods or services, those goods or services must meet certain standards called 'guarantees' under the Australian Consumer Law.

Use this template letter if you purchased defective goods or services and you want a refund or replacement from the trader.

This fact sheet should be read in conjunction with our factsheet entitled [Taking your matter to VCAT](#).

Your address

Address of trader

Date

Dear Sir / Madam

**Re: [goods or service] purchased on [date]
[Insert your reference number here]**

I advise that the [goods or service] which I bought on [date] does not meet the following consumer guarantee(s) under the Australian Consumer Law and I therefore request that you [replace / repair/ provide me with a refund for] the [goods/services].

*[*Delete the following if not applicable to your situation]*

Guarantee as to fitness for purpose

The [goods/ services] do not fulfil the purpose which I made known to the salesperson or which would have been known to the salesperson:

- ☞ explain why the goods or services do not fulfil the purpose you require, such as you explained to the salesperson you required a TV with a screen size of 13 inches to fit in your living room and the TV you purchased is in fact 15 inches;

OR:

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Guarantee as to acceptable quality [*only applies to goods*]

The goods are not of acceptable quality, because: [*delete as necessary*]

- ☞ the goods are not fit for all the purposes for which goods of that kind are commonly supplied / not acceptable in appearance and finish/ not free from defects / not safe / not durable/ OR
- ☞ a reasonable consumer fully acquainted with the state and condition of the goods (including any hidden defects of the goods) would not regard the goods as acceptable given
 - [*delete as necessary*] the nature of the goods, the price of the goods, the statements made about the goods on the packaging and label, the representations made about the goods by the salesperson. [*Explain why a reasonable consumer would not find it acceptable, such as 'Given the price of the shoes at \$XX, a reasonable consumer would not expect them to wear away in a month*]

OR:

Guarantee relating to supply of goods by description [*only applies to goods*]

The goods do not match their description on the website / catalogue / order form because... [*insert explanation*].

OR:

Guarantee as to due care and skill [*only applies to services*]

The service was not rendered with due care and skill because ... [*insert explanation, such as. the trader when painting our house left paint splashed all over the floor*].

OR:

Guarantee as to reasonable time for supply [*only applies to services*]

The services were not supplied in a reasonable time [*insert explanation such as, 'on or about [date]I requested that my solar hot water system be installed.. It is now six months later and the trader has failed to install the hot water system.'*]

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Misleading conduct *[delete if not applicable]*

Your representative [*insert name*] misled me about the [*goods/services*], making the following representations:

- ☞ [*list false representations, such as 'the pills would make me lose weight within one week, which has not occurred'*]

If you do not provide me with a [*refund / repair / replacement*] within 14 days from the date of this letter, I will issue proceedings at the Victorian Civil and Administrative Tribunal without further notice.

Yours sincerely,

[*Your name*]

Free advice and assistance

Consumer Action Law Centre (CALC)

Ph: (03) 9602 6300 or 1300 881 020

Email: advice@consumeraction.org.au

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