

MEDIA RELEASE

Friday, 21 May 2010

CLIVE PEETERS' COLLAPSE NOT "SO EEEASY" FOR SOME UNLUCKY CUSTOMERS

Consumer Action Law Centre is warning customers to be cautious about buying goods from failed white goods and electronics retailer Clive Peeters unless they take them away on the day, saying many customers who have already bought goods from the retailer but not received them are likely to be disappointed.

Consumer Action's co-CEO Carolyn Bond said that, despite being placed into administration, Clive Peeters continues to trade and still appears to be offering 'interest free' deals to customers.

"Many customers have already have bought big ticket items, either on credit or with cash, but have elected to have them delivered at a later date. Unfortunately, we're now hearing of cases where those customers are being told the company has been placed into administration and no goods can be delivered," she said.

"Given recent developments, we'd urge consumers to be careful about purchases they make from Clive Peeters where they are not taking the goods with them on the day.

"We also think it is irresponsible that Clive Peeters' website has no warning or customer information about the current situation, given concerned customers would be looking for information and consumers who buy online could find they never get delivery of their purchases."

Ms Bond said that the customers most likely to lose out will be those who hadn't paid for the goods in full at the time of the company being placed in the hands of administrators.

For others, however, there may be a chance to get their money back if any of the following applies to them:

1. **They purchased the goods on finance:** If someone has made a purchase using finance arranged or recommended by Clive Peeters, or if Clive Peeters helped them apply for that finance, then Ms Bond says it's likely they could get their money back from the finance company.

"Despite the fact they haven't received the goods, many consumers would believe they're still bound by these credit contracts," Ms Bond said. "However, consumers could immediately seek to rescind their linked credit contracts and then try to recover the money they have paid for the undelivered goods."

Linked credit contracts are subject to the *Consumer Credit Code*, and termination of a sale contract with a goods supplier could also mean the right to terminate the linked credit contract. For information on how to terminate a linked credit contract visit the [Consumer Action website](#).

2. **They purchased the goods using their credit card:** Ms Bond said consumers can request a chargeback from their financial institution if they have made the purchase on their credit card (usually within the last three months, but this varies between institutions) and have subsequently been informed they will not be receiving the goods. [Read this](#) for information on how to obtain a chargeback.
3. **They had already paid for the goods in full before Clive Peeters went into administration:** Ms Bond said that if you have paid for the goods in full before the company was placed into administration, then you probably own the goods (even if you haven't received them) and you should be able to claim them without waiting in line with other creditors.

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