

Information for consumers with disability

If you buy any goods or services, including disability related goods or services, this factsheet is for you.

It is designed to help you understand the rights that the Australian Consumer Law gives you as a consumer. These rights apply when you buy most types of goods or services for your own use.

Who is a consumer?

You are a consumer every time you buy a good or service that costs no more than \$40 000, or is normally bought for personal use.

The Australian Consumer Law protects you when you buy goods like food, televisions, clothing and things that help manage your disability.

It also protects you when buying services like internet plans, cooking services and services that help manage your disability, like physical therapy and vehicle or home modifications.

Your rights as a consumer

Your consumer rights apply regardless of whether you buy something in-store, online, over the telephone or from a door-to-door salesperson.

It makes no difference whether you paid for the good or service yourself, as a National Disability Insurance Scheme participant, or through your state/territory's disability support system—your consumer rights still apply.

When you buy a good or service, you have a number of rights. You have the right to:

- take your time and ask for what you want
- ask for a better price
- say no if you don't want the goods or services offered
- be treated fairly
- be given all the important, correct information—businesses must not mislead you.

Consumer guarantees

When you buy goods or services, they come with automatic guarantees set out under the consumer law. These include that:

- goods are of acceptable quality
- goods will match their description or any sample or demonstration model
- services will be provided with due care and skill and within a reasonable time
- goods and services will be fit for any purpose you made known to the seller.

If something goes wrong and the consumer guarantee is not met, you have a right to a repair, replacement or refund for goods or to have a service fixed. If the failure to meet the guarantee for goods was big, you have the right to choose how the failure is to be fixed. If it is small, the supplier chooses the option. If a supplier fails to fix a problem with a service within a reasonable time, you can pay someone else to complete the service (and claim the cost from the supplier) or terminate the contract and seek a refund.



Extended warranties

Sometimes a business may offer you an extended warranty to protect you against faults with goods. In many cases, extended warranties don't provide you with any more protection than you already get for free under the consumer law. Be sure that you are getting an extra benefit if you decide to pay for an extended warranty.

Be a smart shopper

It's your money

You should always do your research and find out what choices you have. Think carefully about the goods or services you are purchasing and what you want them to do.

Shop around, compare the offer you are looking at with others and choose what's right for you.

Be aware that sometimes businesses might make claims that are not true.

It's ok to say no

When you are looking at goods or services, or even approached at your home, you may occasionally find yourself in a situation where you are under pressure to buy or sign something.

Take your time, and don't feel rushed into signing anything. If you feel pressured, just say no.

Understand contracts

A contract is when two people make a promise to do something for each other. This is usually to provide a good or service in exchange for payment. This is called a contract, an agreement or a service agreement. A contract is often in writing, but some are oral.

When you enter into a contract with a business, they are agreeing to do certain things for you. But you are also agreeing to do certain things for them, such as paying certain amounts of money at certain times – make sure you know what they are and what this means for you before you sign.

Before you enter into a contract:

- read it carefully
- ask questions
- understand what it means for you and the business
- ask for the paperwork in a different format if you need to.

Remember, it's ok to take your time.

Keep all the paperwork

If you buy something, make sure you keep the receipt and any other paperwork, like the contract. You have the right to ask for a receipt for anything you buy or pay for.

Door-to-door and telephone selling

There are special rules for people selling goods or services at your door or on the telephone.

They can't call or visit early in the morning, late at night or on Sunday or public holidays. You always have the right to say no and can ask them to leave at any time.

If you buy a good or service from a door-to-door salesperson for over \$100:

- the supplier must give you all the details in writing
- the supplier cannot ask you to pay for 10 business days after they give you the contract in writing
- you have 10 business days to change your mind and tell the supplier you want to cancel the contract without penalty
- if the good or service is over \$500, they cannot provide the good or service to you until 10 business days have passed.

Speak up if something goes wrong

When you buy a good or pay for a service, if something goes wrong you should contact the business or service provider by phone or in person, explain what the problem is, and how you would like it to be resolved.

If the person you speak to will not help you, contact the business in writing (for example by email, an online form or a letter).

If you don't feel comfortable or confident in contacting the business, or if they refuse to help you, contact your local consumer protection agency.

Where to go for help

If you'd like extra help in understanding your rights, or just want some more information, you can visit our website: www.accc.gov.au/disabilityresources.

This website has videos and a guide for consumers with a disability, and will tell you who can help provide more assistance.

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