



The Customer is always right, here is why.

In Ireland, the rights of consumers of goods and services are protected by Irish and EU laws.

Consumer law aims to ensure that consumers have enough information about prices and quality of products and services to make suitable choices on what to buy. Consumer law also aims to ensure that goods are safe and are manufactured to an acceptable standard. Consumer law only takes effect in certain situations and depends on what the contract is between the consumer and the provider of the items or services in question.

Who is a consumer?

Generally speaking a consumer is defined in Irish law as a natural person who buys goods or a service for personal use or consumption from someone whose business it is to sell

goods or provide services. By law, you are not a consumer if you:

- Receive goods as a gift
- Buy goods for commercial purposes (i.e. you will be using the goods for commercial and not private use)
- Buy goods for private use that are normally used for business purposes
- Buy goods from an individual who is not in business (i.e. you buy a car from an individual whose normal business is not selling cars)

What is a contract?

A contract is a formal agreement between two or more people that is enforceable by law. When you buy goods or services you enter into a contract with the seller. Contracts are made up of terms; some of which can be implied terms. Contracts may be written or oral. It is easier to know what the terms are in a written

contract but an oral contract is also enforceable in law. Contracts may differ in many ways and there are no hard and fast rules governing what terms should be in a consumer contract. Consumer contracts are protected by the Sale of Goods and Supply of Services Act, 1980.

Under this Act the purchaser of goods has a number of rights - the main ones are

- Goods must be of merchantable quality – goods should be of reasonable quality taking into account what they are meant to do, their durability and their price
- Goods must be fit for their purpose – they must do what they are reasonably expected to do
- Goods must be as described - the buyer must not be misled into buying something by the description of goods or services given orally by a salesperson or an advertisement.

When you buy goods in a sale you have the same rights as when you pay full price for the goods. If you have a contract with a supplier of services you can expect that:

- The supplier has the necessary skill to provide the service
- The service will be provided with proper care and diligence
- The materials used will be sound and that goods supplied with the service will be of merchantable quality

If you are not satisfied with the seller's response you may be able to take a claim to the Small Claims Court.