

parcelhero

A photograph of a busy city street at night. The foreground is filled with blurred figures of pedestrians, suggesting movement. In the background, there are several storefronts, including a Superdrug store with a star logo on a hanging sign, a McDonald's with its golden arches, and other shops with illuminated signs. The street is lined with multi-story brick buildings.

# MY CONSUMER RETURN RIGHTS

# ABOUT THIS GUIDE

Buying goods online is easier than ever, but with the wide variety of shops and storefronts popping up, it can be tricky to be sure that you're getting what you want. To reflect this, consumer rights – and specifically the time allowed to return goods – have seen extensive changes over the last few years.

Be sure you know exactly where you stand when it comes to returning goods with our handy guide.

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# YOUR RIGHTS

- You can return goods that are faulty or unfit for purpose up to 6 months after purchase
- When shopping online, you have a 14-day cooling off period when you can return your purchase for any reason – even that it is no longer wanted
- You can't return custom or perishable goods, or goods that would be unhygienic to resell
- When returning a faulty item, it's up to seller to pay the shipping costs
- If you're returning an item because it's no longer wanted, postage is your responsibility



# YOUR ONLINE RIGHTS

## THE CONSUMER CONTRACTS REGULATIONS ARE ON YOUR SIDE

Since 2014, companies doing business online have been subject to the Consumer Contracts Regulations. The Consumer Contracts Regulations mandate a 14-day cooling off period for almost any purchase, during which it can be returned for any reason – including that you no longer want it. Those 14 days start from the day after your goods are delivered, so you have plenty of time to change your mind.

If you're returning the goods because you no longer want them, it's up to you to pay for the return postage. For other reasons, check the Terms and Conditions of the seller to see who pays postage.



# WHAT CAN'T I RETURN?

Legally, purchases online are subject to a 14 day cooling off period, which allows you to change your mind about whether or not you want the goods you ordered. That means an online retailer can't legally enforce a no returns policy on most goods, but there are some items that are exempt from the 14 day grace period.

- Things like flowers or food, which deteriorate quickly
- Anything personalised or custom-made for you
- Purchases from a private individual rather than a business
- a CD, DVD or software, if the seal is broken
- Pierced earrings and other items that are unhygienic to resell

### **An extra tip**

Make sure to check the returns policy of any company you make a purchase from. Any returns offer a store makes – such as free refunds on any December purchases until the end of January – becomes a legal requirement once it is made public.

A red pillar box post office mailbox stands against a rough stone wall. The mailbox has a crown on top and a royal coat of arms (a crown above the letters 'ER') on the front. Below the coat of arms, the words 'POST OFFICE' are embossed. A sign on the mailbox indicates collection times: 'Mail Collection Monday to Friday 4.45pm' and 'Saturday 11.30am'.

# WHO PAYS THE POSTAGE?

When it comes to postage, who pays may play an important part in deciding whether a return is worth the cost. The party responsible for paying changes depending on the reason for the return:

- If goods are faulty, it is up to the seller to pay for return postage
- If you are returning because you have decided that you no longer want them, you have to pay for return postage
- For other returns, such as goods not being as described, you should check the seller's Terms and Conditions, where they are legally obliged to state their policy. They are also legally obligated to uphold their stated returns policy.
- If you paid for standard delivery when they bought an item, the seller must refund this if the item is returned. If you choose a more expensive delivery option however, you will have to swallow the difference.

# GENERAL RETURNS RULES

Whether you're shipping online or in your local supermarket, there are some rules that apply to everyone. The Consumer Rights Act 2015 means that, even if you're outside the 14 day cooling off period for

online purchases, you can get a refund for faulty goods, as well as goods that aren't fit for purpose or not as they were described. You just have to be sure to let the merchant know within 30 days of the delivery of



your goods, and they have to refund or replace your item.

For a return to be eligible under the Consumer Rights Act, you'll need to prove that it is:

- Not of satisfactory quality, e.g. damaged or faulty
- Not fit for purpose
- Not as described

After 30 days, the buyer will not be legally entitled to a full refund if an item develops a fault, although some sellers may offer an extended refund period.

Even beyond the 30 day period there is still a good chance of at least a replacement, and possibly a refund for the faulty item. If it is discovered an item is broken beyond the

30-day automatic limit for returning faulty goods, but within the first six months, it is presumed the fault has been there since the time of purchase - unless the retailer can prove otherwise.

If an attempt at repair or replacement by the retailer has failed, the customer has the right to reject the goods for a full refund or price reduction in this six-month period.

If a fault develops after the first six months, the burden is on the buyer to prove that the product was faulty at the time of delivery.

Even if the purchaser bought the item in a store during a sale they are still entitled to their full rights - providing they were not told about the faults when they bought the item.



# FAULTY GOODS

When a package arrives damaged, it's not your fault. The seller is responsible for your goods until you – or someone else you appoint – accepts them. Don't worry though – signing for a parcel isn't signing your life away.

When your parcel arrives, you can record any outward damage to your box when you are signing for it, or you can state that the goods are "received, but not inspected". That means, if your goods are damaged, you can point to your signature as evidence that you didn't accept that when accepting delivery. It's not legally binding – but neither is signing that everything is fine. It may just make a possible claim

procedure simpler.

If, six months after your goods have arrived, you notice some damage, it's up to you to prove that it was there when you made the purchase. Noting damage when you sign for a package makes that easier.

And if it is clear that your goods are damaged in the package, you can choose to refuse the delivery. If you do, take photos of the damage and let the seller know straight away.

In fact, it's always best to let the seller know as soon as you spot any damage, and confirm any conversations by email, as a matter of best practice.

# MAKING A Complaint

If you feel that you have been refused a return you are entitled to, or have not been reimbursed for a return that you have sent, you can get in touch with Trading Standards, who can step in to help you out.

Give them a call on **03454 04 05 06**

Or visit their website at [www.tradingstandards.uk](http://www.tradingstandards.uk) to find your local Trading Standards Office, where someone will be able to help you in person.



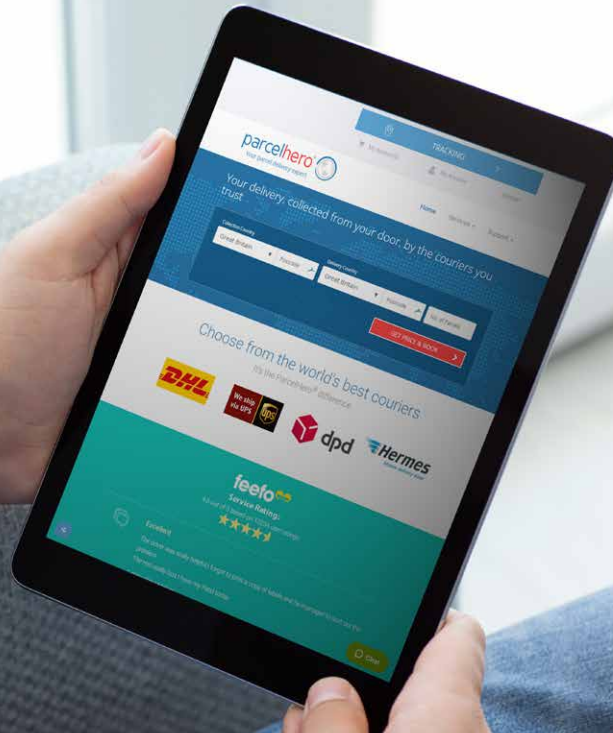




Make sure you return goods in the original box and the same condition as sold for the best chance at a smooth returns process.

**ALWAYS** pay by card, because transactions are traceable, and this is very useful in case the receipt is lost.

If a return is outside the terms of the 30-day return limit and you are not offered a refund and a replacement is not available, don't simply refuse a voucher/gift card. Even if there is nothing else you want, you can re-sell the card on sites such as [www.zeek.me](http://www.zeek.me), the gift card selling marketplace, for 80% or more of its face value.



# ABOUT PARCELHERO

ParcelHero is renowned for being an outstanding UK and international parcel broker because we don't compromise on service - despite offering some of the cheapest prices available for couriers. By bringing together the worlds' biggest and most reputable carriers under one roof we make it easy for you to compare prices on delivery around the world, and find the service that best suits you.

Our team are all experts in their field and their wealth of industry knowledge has contributed to the creation of this guide, along with comprehensive reports on topics like the state of returns, the death of the high street, and innovations in logistics.

For more information on ParcelHero's industry leading research, or to find out more about the amazing savings that we offer against booking directly, visit us at [ParcelHero.com](http://ParcelHero.com).

When it comes to returns, your rights can be complicated. Online and offline returns are subject to different legislation, and online shoppers have different rights to offline buyers. ParcelHero's Guide to Consumer Return Rights takes the mystery from the returns process.

Don't know the difference between the Consumer Contracts Regulations and the Consumer Rights Act 2014? Don't panic. We'll tell you in plain English exactly which applies to your returns, as well as giving you tips and advice about making sure that your experience is as simple as possible.

Wondering if you're entitled to a refund, or at the very least an exchange? Our guide explains what goods you can and can't return, and exactly how long you have to make up your mind about doing so.

ParcelHero are experts in logistics and returns, and this guide features expert knowledge not only from our team, but also from the Chartered Institute for Trading Standards, who mediate hundreds of returns queries a year.

Don't let returns bewilder you this year. Know your rights when returning goods.

[www.parcelhero.com/returns](http://www.parcelhero.com/returns)

