

“YOUR  
CONSUMER  
RIGHTS”

**richerSOUNDS**  
BIGGEST BRANDS, BEST PRICES, EXPERT ADVICE!



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# What are your consumer rights?

The Consumer Rights Act applies to all transactions made from 1st October 2015 and sets out your rights when things go wrong. These rights are in addition to any extended guarantee that you may also have from the retailer or manufacturer.

The Consumer Rights Act says goods must not be faulty, they must match their description, be fit for purpose and of satisfactory quality.

During the expected life of your product you're entitled to the following:

## Up to 30 days

If your item is faulty, you can get a full refund, repair or replacement if you speak to the retailer within 30 days of your purchase.

## Up to 6 months

If your item is faulty, you are entitled to a free repair or replacement. If it can't be repaired or replaced you're entitled to a full refund. You do not need to prove the fault was present when purchased.

## Up to 6 years (5 in Scotland)

If your item is faulty, you may still be entitled to a repair or replacement, or if that doesn't work, some of your money back. The more you have used the product, the smaller the refund. It is up to you to prove the fault was present at the point of purchase.

You don't have a legal right to a refund or replacement just because you change your mind. However, please ask us about our returns policy as we may be able to help in-store.

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Richer Sounds has worked with Which? to provide you with this information on your rights. For detailed information please visit [www.which.co.uk/consumer-rights](http://www.which.co.uk/consumer-rights)

You can also get more information from Citizens Advice at [www.adviceguide.org.uk](http://www.adviceguide.org.uk)

# Your rights in detail

## The Consumer Rights Act 2015

Under the Consumer Rights Act 2015 goods sold must fulfil the following 3 criteria: they must be as described, of satisfactory quality and fit for purpose.

'Fit for purpose' means both their everyday purpose and also any specific purpose that you agreed with the seller (for example, if you specifically asked for a TV that would be compatible with your computer). Goods sold must also match any sample you were shown in-store, or any description in a brochure.

'Satisfactory quality' means the goods must meet the standard that a reasonable person would consider satisfactory, taking account of its description, price and any other relevant circumstances.

This includes the safety and durability of the product.

## Who is responsible?

If your goods fail to meet any of the above criteria then you could have a claim under the Consumer Rights Act. If you want to make a claim under the Consumer Rights Act you have several possible ways of resolving your issue, depending on the circumstances and on what you want done. Your rights are against the retailer - Richer Sounds - not the manufacturer, and so you must make any claim against the retailer.

## Consumer Credit Act 1974

If you made your purchase with your credit card you will also have some protection under Section 75 of the Consumer Credit Act 1974 for products costing between £100 and £30,000. This protection is in addition to what is provided by the Consumer Rights Act. For more information, please contact your credit card issuer.

## Returning faulty goods

If you buy a product that turns out to be faulty through no fault of your own, you can choose to reject it, which means you can give it back and get a refund, but the law only gives you 30 days to do this.

After this time, you are only able to reject your goods if they develop a further fault after they have already been repaired or replaced, if a repair or replacement is impossible or the cost is disproportionate compared to the other remedies or it is not possible to repair or replace the product within a reasonable time. If you have had the goods for longer than 6 months, any refund you receive may be reduced to take account of the use that you have had from your goods.

## Getting faulty goods replaced or repaired

If it's too late to reject your faulty goods, you have the right to get a free repair or replacement. You can ask the retailer to do either, but they may choose which if your preference would be impossible or disproportionately costly.

Under the Consumer Rights Act, the retailer must either repair or replace faulty goods 'within a reasonable time and without significant inconvenience'. If Richer Sounds doesn't do this, or if you have already had a repair or replacement and your item has gone faulty again, you're entitled to claim either:

- A reduction on the purchase price, or
- Your money back, minus an amount for the usage you've had of the goods.

If the retailer refuses to repair the goods and they won't replace them either, you may have the right to arrange for someone else to repair your item and then claim compensation from the retailer for the cost of doing this. You have 6 years to take a claim to court for faulty goods in England, Wales and Northern Ireland; in Scotland you have 5 years.

## Proving your claim for faulty goods

If your claim under the Consumer Rights Act ends up in court, you may have to prove that the fault was present when you bought the item and not, for example, something which was the result of normal wear and tear, or misuse. If your claim is about a problem that arises within 6 months of buying the product, it's up to Richer Sounds to prove that the goods were of satisfactory quality, fit for purpose or as described when it sold them, for example, by showing that the problem was caused by an external factor such as accidental damage.

## Expert's reports

Beyond 6 months, it is your responsibility to provide proof that the problem was there when you received the goods, even if it has taken until now to come to light, so you may need to prove that the fault was not down to ordinary wear and tear or damage you caused, and that the product (or a component) should have lasted longer than it did. To do this you may need an expert's report, for example, from an engineer or mechanic.

Always try to keep the cost of any report proportionate to the value of the claim and, if you can, try to agree on an expert you and the seller both agree has the necessary expertise.

## Carrying out your repair

The retailer may choose how they are going to carry out any repairs to your goods. This may be via their own engineers or they may pass the goods to a specialist or to the manufacturer, for instance. However, as the contract is between you and the retailer, the retailer will remain legally responsible for ensuring the repair is carried out properly.

# 6 Year Supercare

Supercare costs just £9.99 on all items under £100, or 10% of purchase price on items over £100.



6 Year TV Guarantee is included on the vast majority of TVs for VIP Club members or costs 10% of purchase price.

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# 6 YEAR SUPERCARE

## The best value extended guarantee in the world!

For hi-fi, home cinema components and speakers we offer the best value for money extended guarantee in the world. We know this because, if you don't use it, you get your money back at the end of the period.\*

### **With your Supercare, we'll:**

- Supply you with a free loan unit (subject to availability), so you never have to go without your music/films.
- Replace any machine that cannot be repaired with a like-for-like equivalent.
- Offer you free routine servicing and maintenance checks as often as you want.
- Give you a 45 day cooling off period. If you change your mind within 45 days, we'll give you a full refund of your guarantee, no questions asked.
- You may also terminate the agreement at any time during the guarantee period and get a pro rata discount.
- Cover the specified items for 6 years. If you use the policy in the 6 years you'll have saved yourself tens and perhaps hundreds of pounds. If you don't... it needn't cost you a thing!

**Claim your money back at the end of the 6 year period if unused.**

\*Simply return your unused Supercare policy within 1 month of the expiration date and we'll refund the price at your guarantee.

**Ask a member of staff for further details.**

# 6 YEAR TV GUARANTEE

## For TVs and projectors.

We believe our 6 Year TV Guarantee is the most comprehensive guarantee out there. There are no third party insurance agents involved and no complicated claim schemes.

**With your 6 Year TV Guarantee, we'll:**

- Cover your TV for 6 years, full parts and labour
- Collect and return your TV [if it's 39" or over].
- Give you a 45 day cooling off period if you have a change of heart, when you will get a full refund of your 6 Year Guarantee - no questions asked.\*
- Give you a like-for-like replacement if we can't repair it.

\* After 45 days, providing no claim has been made, you can also terminate the agreement and receive a pro-rata refund at any time.

## Your rights

Purchasing an extended guarantee does not affect your statutory rights.

### Could I be covered under my home insurance?

While home contents insurance may offer you a measure of protection, you may well find that it won't provide the same level of cover. It may cover you for accidental damage, fire or theft, but it is unlikely to cover mechanical breakdown or offer anything like the range of features that a Richer Sounds guarantee provides. What's more, an excess may be payable and a claim may affect the cost of subsequent premiums.

### Do I have to buy an extended guarantee now?

We are obliged to point out that you do not need to purchase an extended guarantee at the same time that you purchase your electrical goods. You are entitled to shop around, and we would actively encourage you to do this.

**We stand by our guarantee - it really is the best value out there.**

### Am I entitled to any free cover?

On buying a product, you are protected by legislation such as the Consumer Rights Act 2015. If the product is not, when sold, of satisfactory quality or fit for purpose, you have a right to claim for repair or replacement for up to 6 years (5 in Scotland).

Within the first 6 months, the retailer must prove that the goods you bought met the necessary standards. After the first 6 months, it is up to you to prove that the product was faulty when supplied. This may involve you taking legal proceedings. Further information on consumer rights can be obtained from your local Trading Standards Services.

Please see [www.richersounds.com](http://www.richersounds.com) for more information.

## **What would happen if Richer Sounds were to go out of business?**

Supercare and 6 Year TV Guarantee are both underwritten by Richer Sounds plc, which is how we are able to offer such comprehensive cover at such amazing prices. The Financial Services Compensation scheme doesn't apply to this guarantee and monies are not ring-fenced from Richer Sounds plc.

## **Can I cancel the guarantee after I have purchased it?**

Yes, you can request a pro rata refund any time within the 6 year term of the guarantee and we will give you a pro rata refund for the outstanding value.

Supercare and 6 Year TV Guarantee are designed to cover your products for 6 years, irrespective of the amount of claims made. Your extended guarantee will be terminated in the instance where we cannot repair your unit and it is exchanged for a different model.

## **Coverage and peace of mind**

Although the Consumer Rights Act covers you in very specific circumstances should your equipment go wrong after purchase. It is not nearly as comprehensive as our 6 Year Supercare for example, which offers you a loan unit to use while your equipment is being repaired (subject to availability), as well as completely free routine servicing.

All of these extras are available to you at a fraction of what our competitors charge for similar services - and you can avoid the inconvenience or costs that a claim under the Consumer Rights Act may involve.

Please phone our Customer Service team on 0333 900 0095 or visit [www.richersounds.com](http://www.richersounds.com) for further information.