

Consumer law as a whole is managed in the UK by the Office of Fair Trading.  
The relevant Acts are:

**Sale of Goods Act 1979.**

**Supply of Goods and Services Act 1982.**

**Sale and Supply of Goods Act 1994.**

**The Sale and Supply of Goods to Consumers Regulations 2002.**

The Sale of Goods Act was initially set up in 1979 and covers a range of consumer rights with an emphasis on the quality of products that may be sold to an individual. Under the terms of this act a retailer has the obligation to sell goods that are of a satisfactorily high quality and that meet their descriptions that a consumer may have used as a reason for buying them originally.

The Sale of Goods Act has been amended several times over the years. The last major changes here came about in 2002 and the changes were incorporated by the Sale and Supply of Goods to Consumers Regulations via a European legal directive. In basic terms your rights here were improved slightly but the core elements of the act remained the same.

### **Key Facts:**

When goods are bought they must be as described, fit for purpose and of satisfactory quality. According to government guidelines goods are of satisfactory quality if they reach the standard that a reasonable person would regard as satisfactory, taking into account the price and any description.

Aspects of quality include; being fit for the purpose stated, free from minor defects, have the correct appearance and finish, they must also be durable and safe to use.

It is the seller, not the manufacturer, who is responsible if goods do not conform to contract.

If goods do not conform to contract at the time of sale, purchasers can request their money back "within a reasonable time". You should make a claim as soon as possible after you have made a purchase and discovered the problem. You do, however, have up to six years after your purchase date to ask for damages.

If you ask for a repair or a replacement product within 6 months of buying the original item then the retailer has to prove that the goods were not faulty under the Sale of Goods Act.

After this period you may have to prove that they were faulty or that they should have worked/lasted for longer than they did.

In general, the onus is on all purchasers to prove the goods did not conform to contract and should have reasonably lasted until this point in time

### **The Consumer Credit Act 1974**

The Act introduces new protection for consumers if you take out some form of credit agreement. **The Consumer Credit Act 1974 requires most businesses that lend money to consumers or offer goods or services on credit or engage in certain ancillary credit activities to be licensed by the OFT (Office of Fair Trading). Trading without a licence in such cases is a criminal offence and can result in a fine and/or imprisonment.** It specifies that your contracts must show you specific information including your credit agreement amount, payment information, credit charges and APRs and most importantly your rights to cancel.

**The Consumer Credit Act 2000** extends the scope of the original act, to create an Ombudsman scheme, and to increase the powers of the OFT in relation to consumer credit. In addition, it permits borrowers to challenge in court "unfair relationships between creditors and debtors".

### **The Consumer Protection Act 1987 and the General Product Safety Regulations introduced in 1994.**

The aim of the Consumer Protection Act was to help to safeguard the consumer from products that do not reach a reasonable level of safety. This act deals with Product Liability and Consumer Safety. The Consumer Protection Act has been substantially changed by the General Product Safety Regulations introduced in 1994.

Essentially the Regulations require manufacturers and retailers to take steps to ensure that the products they supply are safe, that they provide consumers with relevant information and warnings, and that they keep themselves informed about risks.

## **The Consumer Protection (Distance Selling) Regulations 2000**

The intention of the regulations is to increase consumer confidence where contracts are made without any face to face contact between supplier and consumer. These new regulations apply where goods or services are sold to consumers either:

- on the internet or through digital television
- by mail order, including catalogue shopping
- by phone
- by fax.

The key features of the regulations are:

- the consumer must be given clear information about the goods or services offered
- after making a purchase the consumer must be sent confirmation
- the consumer has a cooling-off period of seven working days and the consumer must be given information on how to cancel the order if they wish.
- new powers for local trading standards departments and the Office of Fair Trading.

The seller must provide clear and comprehensive information to enable the consumer to decide whether to buy. This must include:

- the seller's name and, if payment is required in advance, his/her postal address
- a description of the goods or services
- the price including all taxes
- delivery costs if they apply
- arrangements for payment
- arrangements and date for delivery
- the right to cancel the order
- how long the offer or the price remains valid.

## **The Cosmetic Products (Safety) Regulations 2008**

All cosmetic products supplied in the UK, whether for consumer or professional use, must comply with these regulations that consolidate previous cosmetic regulations and implement current European Directives.

The Regulations require that finished cosmetic products must undergo a safety assessment by a suitably qualified person before they can be placed on the market. They also state:

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- It is an offence to supply cosmetic products that are liable to cause damage to human health when applied under normal or reasonably foreseeable conditions of use.
- The use of certain substances in cosmetic products is prohibited.
- The use of certain substances is restricted - e.g. some fragrances, colouring agents, preservatives and UV filters.
- The use of 'specified risk material' (e.g. products derived from certain animals that may carry a risk of BSE) as an ingredient is prohibited.
- Specific labeling is required.
- Certain information is required to be held by the 'responsible person.'