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| **Sample letter – Defective good & services**\**You will need to amend the letters below to reflect the unique circumstances of your case. Delete anything which does not apply in your situation.* **Note:** *Please seek legal advice before sending this letter about whether you should be requesting a refund or a repair or anything else. If you wish to terminate services or request a refund on goods, it is very important that you get legal advice before doing so to ensure you have legal grounds to do so.* |

*Your address or email*

*Address of trader*

*Date*

Dear Sir / Madam

**Re: [*Goods or service*] purchased on [*date*]**

**[*Insert your invoice number here*]**

I advise that the [*goods or services*] which I bought on [*date*] does not meet the following consumer guarantee(s) under the Australian Consumer Law (‘ACL’) and I therefore request that you [*replace / repair/ provide me with a refund for]* the [*goods/services*].

*[\*Delete the following if not applicable to your situation]*

*GOODS OR SERVICES*

**Guarantee as to fitness for purpose (ACL section 55 (goods) or section 61 (services))**

The [*goods/ services*] do not fulfil the purpose which I made known to the salesperson or which would have been known to the salesperson:

* explain why the goods or services do not fulfil the purpose you require, e.g. you explained to the salesperson you required a TV with a screen size of 13 inches to fit in your living room and the TV you purchased is in fact 15 inches;

*GOODS*

**Guarantee as to acceptable quality (ACL section 54) [*only applies to goods*]**

The goods are not of acceptable quality, because: [*delete as necessary*]

* the goods are not fit for all the purposes for which goods of that kind are commonly supplied / not acceptable in appearance and finish/ not free from defects / not safe / not durable/ OR
* a reasonable consumer fully acquainted with the state and condition of the goods (including any hidden defects of the goods) would not regard the goods as acceptable given
	+ [*delete as necessary*]the nature of the goods, the price of the goods, the statements made about the goods on the packaging and label, the representations made about the goods by the salesperson. [*Explain why a reasonable consumer would not find it acceptable, such as 'Given the price of the shoes at $XX, a reasonable consumer would not expect them to wear away in a month*]

**OR:**

**Guarantee relating to supply of goods by description (ACL section 56) [*only applies to goods*]**

The goods do not match their description on the website / catalogue / order form because... [*insert explanation*].

*SERVICES*

**Guarantee as to due care and skill (ACL section 60) [*only applies to services*]**

The service was not rendered with due care and skill because ... [*insert explanation, such as. the trader when painting our house left paint splashed all over the floor*].

**OR:**

**Guarantee as to reasonable time for supply (ACL section 62) [*only applies to services*]**

The services were not supplied in a reasonable time [*insert explanation such as, 'on or about [date]I requested that my solar hot water system be installed.. It is now six months later and the trader has failed to install the hot water system.'*

**Rejection of the goods (ACL section 259)** *[only applies to goods – delete if not applicable]*

Pursuant to section 259(3)(a) of the ACL, I reject the [*goods*] as the failure to comply with the [*pick applicable consumer guarantees*] is a major failure. Please provide me with a full refund of *[$X*].

*[If applicable]* I note that the [*goods*] cannot be returned or transported without significant cost to me due to the size of the items (section 263(2)(b) of the ACL). As such, please arrange for the collection of the goods within a reasonable time (section 263(3) following your refund of the [*$X*].

**Termination of the contract and request for refund (ACL section 269)** *[only applies to services – delete if not applicable]*

Pursuant to section 267(3) of the ACL, I seek to terminate the [*contract*] as the failure to comply with the [*pick applicable consumer guarantees*] is a major failure.

Pursuant to section 269(3)(a) of the ACL, please provide me with a full refund of [*$X*].

If you do not provide me with a [*refund / repair / replacement*] within 14 days from the date of this letter, I will issue proceedings at the Victorian Civil and Administrative Tribunal without further notice.

Please direct all contact to me at [insert email address and/or phone number]

Yours sincerely,

[*Your name*]