



Second-hand goods

Second-hand goods: the basics



If you are buying from a shop, or anyone who is 'in trade', then the Consumer Guarantees Act applies. If the product breaks then you can take it back to either get a refund, repair or replacement if the problem is minor, or a full refund if the problem is major or causes a safety risk.

But if you are buying by auction, internet auction, or privately then the Consumer Guarantees Act does not apply.

Before you buy second-hand goods

Find out what laws apply to your situation and check the goods carefully.

Your rights when buying second-hand goods

At a shop

If you are buying from a shop, or anyone who is 'in trade', then the Consumer Guarantees Act applies. So you can expect the goods to be fit for purpose, safe, free from defects, look acceptable, and last for a reasonable amount of time.

If the product breaks then you can take it back to either get a refund, repair or replacement if the problem is minor, or a full refund if the problem is major or causes a safety risk. Since you know the product is second-hand then factors like price, information about the product and general wear and tear, will affect how long you can expect it to last, or what is acceptable in appearance.

At auction

If you are buying goods at auction remember that the Consumer Guarantees Act doesn't apply. You will probably have to sign an agreement to the terms of the auction. Read these carefully to see what the auction rules are. The terms of the auction should be made available to you before the auction; they might be on signs or posters in the auction room. The terms will often include extra money to be paid to the auction house, when the goods have to be collected by, and how you can pay.

The [Fair Trading Act](#) does apply, so that means that goods have to be the same as they were described to you. The Sale of Goods Act requires that the goods be of 'merchantable quality' and that the seller has the right to sell the goods. But auctioneers are allowed to contract out of this Act, so you will need to check the terms of the auction.

Internet auctions

The same laws that apply to auctions also apply to online auctions when the seller is a trader (in this case 'trader' means someone who sells a lot of items). When you buy from a trader at a 'buy now' price then the same laws apply as when buying from a shop. But if the seller isn't a professional trader, then it is classed as a private sale.

Second-hand cars are one of the biggest problem areas for consumers. [See here for more information on buying a car.](#)

Private sales

Private sales include buying at a garage sale, from a neighbour, from an advertisement in the paper and also private sellers in internet sales or auctions. Private sales are not covered by the Consumer Guarantees Act or the Fair Trading Act. This means you have less consumer law protection and it is important to check out what you are buying. See if mechanical or electrical items work, and get them checked out by an

expert if you can.

If the item has a manufacturer's warranty on it, it may still apply after the sale so make sure you get that off the seller.

Get a receipt from the seller saying when you bought it and the name and address of the seller. Also keep records of anything that the seller has told you about the item. If anything turns out not to be true you may be able to use the Contractual Remedies Act to get money back.

Got a problem with a second-hand item?

To find out what to do about a problem with a second-hand item see the sections about:

[Faulty goods](#)

[Auctions](#)

[Internet auctions](#)

[Private sales.](#)