



## **RE: CLAIM FOR A REFUND FOR FAULTY TRAVEL ADAPTER**

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To Whom It May Concern,

Date: June 21, 2025

This letter sets out my legal right to a full refund for a travel adapter purchased from iMobile Pty Ltd on June 11, 2025. My claim is made under the *Consumer Rights Act 2015*.

### **I. STATEMENT OF FACTS**

On Wednesday, June 11, 2025, I purchased a travel adapter from your store, iMobile Pty Ltd. The item was discovered to be non-functional the following day, June 12, 2025. On that same day, I returned to the store to request a refund, which was refused by the store owner, citing company policy.

### **II. LEGAL BASIS FOR CLAIM**

My claim is founded on the *Consumer Rights Act 2015*, which governs contracts for the sale of goods between a trader and a consumer.

#### **A. Application of the Consumer Rights Act 2015**

Section 1(1): This Act applies to the contract between myself and iMobile Pty Ltd as it concerns the supply of goods from a trader to a consumer.

Section 2(3) and 2(2): I am a 'consumer' as defined by the Act, having purchased the adapter for personal use. iMobile Pty Ltd is a 'trader' as it sold the item in the course of its business.

Section 2(8): The travel adapter is considered 'goods' under the Act, as it is a tangible, moveable item.

#### **B. Breach of Statutory Rights**

The contract of sale included an implied term that the goods would be of satisfactory quality.

Section 9(1): This section implies a term that goods supplied must be of "satisfactory quality."

Sections 9(2) and 9(3): Satisfactory quality includes, among other things, fitness for all common purposes and freedom from minor defects. The travel adapter, being completely non-functional, is not fit for its purpose and is clearly not free from defects. Therefore, it is not of satisfactory quality, and the contract has been breached.

#### **C. Entitlement to a Remedy**

As a result of this breach, I am legally entitled to a full refund.

Section 19(3): The Act grants a consumer the 'short-term right to reject' goods that do not conform to the contract, as is the case with the faulty adapter.



Section 22(3): This right to reject must be exercised within 30 days of the receipt of the goods. I attempted to exercise this right on June 12, 2025, the day after the purchase, which is well within the statutory timeframe.

Section 20(1) and 20(5): The right to reject is exercised by indicating this rejection to the trader, which I did in person at your store.

### **III. REMEDY SOUGHT**

Upon the exercise of the short-term right to reject, the law is unequivocal about the remedy.

Section 20(7)(a): Upon rejection, the trader has a duty to provide a refund.

Section 20(10): The refund must be for the full amount of money paid.

Section 20(15): This refund must be processed without undue delay and, in any event, within 14 days of the trader agreeing that the consumer is entitled to it.

### **IV. CONCLUSION**

Based on the foregoing, I am legally entitled to a full refund for the faulty travel adapter. The refusal to provide this refund is a direct contravention of the *Consumer Rights Act 2015*. I expect a full refund of the purchase price without further delay.