

Our ref: 201505-0183

ASSESSMENT: PROOF OF PURCHASE

Summary of complaint

In February 2015 you received a cot mobile as a gift from a friend. You returned the cot mobile to the supplier as it stopped working.

The supplier insisted on a till slip. You do not have a till slip as you do not ask your friends for slips when they give you gifts. You also do not keep boxes for longer than 3 months.

You want an exchange because the goods are defective. The supplier still has this product on their shelves. The supplier informed you that they could send it to the manufacturer but if they could not fix it they cannot assist further. You are under the impression that if goods are defective they can be replaced.

You do not want a refund, you just want a replacement.

Summary of The supplier's response

The supplier advised that there is no proof that this item was actually purchased at their stores. They advised that this item can be bought at other retailers and unless the complainant can prove that it was bought from them, they are not willing to replace the goods.

Steps taken to resolve the complaint

We contacted you and asked if you could ask your friend to provide you with some proof of purchase. You advised that you will not ask your friend for the proof of purchase.

We contacted the supplier and asked them if it could assist you in some way without proof of purchase. The supplier said it will not take the loss unless we / you can show that you did in fact buy it from them.

Assessment

We have considered all the evidence presented by both you and the supplier and advise as follows:

You feel aggrieved by the fact that the supplier refuses to replace a defective item due to the mere fact that you are unable to provide proof of purchase.

Section 55 of the Consumer Protection Act provides consumers with the right to safe and good-quality goods.

This section lists the requirements goods should comply with, namely:

- (a) They are reasonably suitable for the purposes for which they are generally intended;
- (b) They are of good quality, in good working order and free of any defects;

- (c) They will be useable and durable (will last) for a reasonable period of time;
- (d) They comply with the Standards Act/ other public regulations;

Section of the 56 Consumer Protection Act (CPA) imposes a built-in or automatic warranty that all goods sold comply with the requirements listed in Section 55.

If the goods are not suitable for the purposes for which they are intended or otherwise fail to comply with the requirements listed in Section 55, the consumer is entitled to return them within six months of being delivered, at the supplier's risk and expense and without penalty, and:

- (a) Have the item(s) repaired; or
- (b) Have the item(s) replaced; or
- (c) Get a full refund of the price paid.

Section 56 makes no specific reference to till slips and if it is required in order to return goods.

As the Act is quiet on whether a till slip is required we would need to consider whether it was reasonable for the supplier to request you to produce a till slip in order to claim a replacement in terms of section 56.

Each case must be determined on its own merits.

The following factors were taken into consideration:

One of the factors to consider is if the item is available at other retailers, in this instance the supplier confirmed that the goods are also available at other retailers.

The till slip or proof of purchase is also crucial in order for a Supplier / Ombud / Commissioner or Tribunal to determine if the goods were returned within the prescribed period of six months.

One should also take note of the high levels of crime in our country and the fact that the CPA implied warranty is only for six months are reasons justifying the requirement of the production of a till slip when exchanging an item.

Even though suppliers should also keep proper records of transactions with no information on when exactly or how (cash or with a debit/credit card) the purchase was made the supplier will not be able to confirm if the goods were purchased from their store.

We are therefore unable to instruct the supplier to replace the item as we do not have proof that they are in fact the supplier who sold the item and that the item was returned within the 6 months warranty provided for in the CPA.

Based on the facts of this case, the information and evidence furnished to this office and on the principles of reasonableness and fairness, there is no reasonable prospect of this office making a recommendation in your favour.

We regret that we cannot be of assistance and confirm that our file has been closed.

You are advised that you may now take such other steps as you wish or refer the complaint to the National Consumer Commission in accordance with section 71:

71. (1) Any person may file a complaint concerning a matter contemplated in section

69 (1)(c)(ii) or (2)(b) with the Commission in the prescribed manner and form, alleging that a person has acted in a manner inconsistent with this Act.

The Commission may be contacted at:

Tel: 012 761 3000

Email: complaints@thence.org.za

Yours faithfully

Bonita Hughes
Complaints Officer