



with
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PUBLIC DEFENDER

Tall story has happy ending

BUYING two bedroom tallboys became a four-month hassle for Robert and Denise Debrevi.

The Altona Meadows couple bought the drawers for their children as part of two bedroom packages last November, but this week still had no date for when the furniture would arrive.

"I said 'What, are they waiting for — the trees to grow so they can harvest them to make the furniture?'" Mr Debrevi said.

The pair, who spent almost \$6000 at Furniture Galore in Hoppers Crossing, said requests for a refund or exchange had been refused.

They said a \$50 gift voucher offered as compensation for the delays also failed to eventuate.

"It's appalling," Ms Debrevi said.

"Every time we ring up it is going to be a couple more months."

Furniture Galore promptly arranged a \$539

refund for the value of the tallboys after Public Defender's inquiries.

General manager Viv Wilkinson said the Debrevis' furniture problems were caused by a delayed container and he believed the dispute may have arisen from a misunderstanding over whether a refund was requested.

Mr Wilkinson said the retailer offered customers a refund if they didn't want to wait for unduly delayed furniture.

Those prepared to wait were generally offered a discount or gift voucher.

"We have been around for 20-odd years and probably another 30 years in manufacturing so we are not in the business of losing customers," Mr Wilkinson said.

"But because we are an import retailer, from time to time we do have delays in shipping."

The refund cheque was arranged this week.



It's over: The Debrevis' four-month nightmare has ended. Picture: NORM OORLOFF

Buyers strike back

ANDREW DIMSEY



PRINCIPAL LAWYER,
MAURICE BLACKBURN

WHETHER you've just purchased the latest technology product or have had a tradesperson do some work at home, as a consumer your rights now come under one national approach.

From January 1 the Australian Consumer Law came into effect, offering a national approach to protecting consumer rights.

Importantly, the new law targets unfair terms in standard-form contracts typically used for purchases such as mobile phone plans, hire cars, plane tickets and gym memberships.

Public Defender has all too many stories of standard form contracts that have caused consumers grief due to 'hidden' clauses or fine print.

These often allow the supplier to vary the terms of the contract without agreement of the consumer.

Other consumer shock examples are cancellation or penalty clauses that do not reflect the supplier's reasonable costs.

The final straw can be clauses saying the consumer has limited or reduced rights to take legal action against the supplier.

Advocacy groups like Choice and GetUp remain active and on the look out to highlight unfair consumer practices.

Legal information is general in nature and is not be regarded as legal advice from Maurice Blackburn.

NEED LEGAL ADVICE?
BLOG NOON-1PM
heraldsun.com.au/opinion

Q I BOUGHT two gold pass concert tickets at a cost of almost \$300. At the stadium we were directed to seats nine rows from the back. We would not have purchased these tickets if we understood these seats were at the rear. I have contacted the ticket seller for a refund but got nowhere.

Bernie Gallert, Traralgon

A DEPENDING on the description of the seats at the time of purchase you may be able to pursue the ticket seller for breach of contract or misleading or deceptive conduct, according to Consumer Affairs Victoria.

If it was made clear where the gold pass seats were located or if words used raised the expectation of better seating, you may have reason to complain.

Q&A YOUR QUESTIONS ANSWERED

REFUND BATTLES

Q SINCE I bought a new mattress I have suffered regular back pain and believe it's because the mattress sags on one side.

I have sent it back to the store three times now.

I believe when I first contacted the company they should have swapped the mattress or refunded my money.

The mattress was purchased in 2008 but has a 15-year warranty.

Josette Varga, Sunshine

A The implied warranty provisions of the Fair Trading Act 1999 apply. This is in addition to any manufacturer's warranty. Under the Act, consumers have the right to reject the goods and demand a refund if the goods are not satisfactory.

The right is lost if the consumer does not exercise it within a reasonable time.

Your right to a refund, repair or replacement will be determined by the manufacturer's warranty.

COMPLAINT OF THE WEEK

Q OUR neighbour has drilled nails, mounted a gate, and hung plant baskets on to a brick wall, which separates us from their property. The fence is 150mm inside our property and part of our house.

We have attempted to build a fence to separate the two properties and avoid further conflict, but failed as the neighbour strongly disagrees with us building the fence.

Our local council told us to solve the matter ourselves.

Kim McGuffin, Bentleigh

N EIGHBOUR disputes are always tricky, advises Maurice Blackburn lawyer Andrew Dimsey.

Matters like these need to be handled with sensitivity, given these people remain your neighbours.

Technically your neighbour has trespassed on your property by installing the fixtures and fittings.

You could write a letter demanding the removal of the material within a specified timeframe.

If your neighbour does not comply, some of the free mediation and dispute resolution services offered by the Dispute Settlement Centre of Victoria may be an alternative to costly and time-consuming court action.

If you have to fight the system, don't fight it on your own.

Maurice Blackburn
Lawyers

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