

Legal Weather Report: 'Cooling Off?'

"Isn't it interesting that the same people who laugh at science fiction listen to weather reports and economists?"

--Kelvin Throop III, a fictional character created by science writer R. A. J. Philips in 1964

Tennesseans take the seasonal change of weather for granted. In the same way, many Tennessee shoppers take for granted their ability to change their minds and take merchandise back for a refund or credit.

The cooling of the weather happens as an automatic force of nature. Many Tennessee consumers do not realize, however, that they generally do not have an automatic right to a legal "cooling off" period if they change their mind about a purchase.

Q. Don't customers have a legal right to return merchandise for a refund?

Generally, no. Over the years, many stores have established customer-minded return policies that allow consumers to return unused and unwanted merchandise. These return policies are a matter of contract and store policy, however, and are usually not an automatic legal right.

Q. Don't I have a cooling off period when I buy a car?

This is a common misconception. In Tennessee, there is **NO** "cooling off" period to change your mind after you buy a car. Once you sign the papers and take possession and drive it off the lot, it's your car – and it's your financial obligation.

Tennessee does have a "lemon law" that only applies to new cars with multiple problems, but there is no lemon law for used cars. Simply put, if you buy a car **"AS IS,"** then you have bought that car's problems. That is why it is so important to have an independent mechanic (who does not work for the car seller) to check out the used car **BEFORE** you agree to buy it.

Q. Does Tennessee law ever give consumers a 3-day "cooling off" period to change their minds?

Yes, in certain circumstances. Tennessee law says that if you buy goods or services at any residence (other than the seller's home), then you have a right to

cancel the sale up until midnight of the third business day after the day that you agree to buy the goods or services. Saturday is a "business day" but Sundays and certain holidays such as Veterans Day, Thanksgiving Day, and Christmas Day are not "business days."

You can cancel a purchase made in your home by sending a written notice of cancellation during the 3-day "cooling off" period. There is no special legal language required for the notice. You can place your written notice to the seller in the mail during the three business day period, and your notice of cancellation is legally effective as soon as you put the notice into the mail. It's a very good idea to keep a copy of your dated notice.

This three-day "cooling off" protection does not apply if you buy additional goods on a pre-existing revolving charge account. It also does not apply to purchase mortgages or construction loans, but it does apply to home equity loan agreements. And, there is no cooling off period for the sales of farm animals or perishable items, so be careful before you splurge on some new chickens for your backyard coop or a truck-load of fresh peaches.

by Jim Hawkins, Managing Attorney, Gallatin office, Legal Aid Society

Note: This column is not intended to take the place of legal advice. All cases are different and need individual attention. Consult with a private attorney of your choice to review the facts and law specific to your case.

The Legal Aid Society is a non-profit law firm, not a government agency, and all calls are strictly confidential. If you need more information on this or other common legal problems, please visit our Web site at www.las.org or call 1-800-238-1443. July 17, 2007