



European Consumer News

December 2010

December's eBulletin discusses toy safety and how to be sure that the toys you buy this Christmas are safe for use. Our consumer query of the month deals with a very topical issue, your rights and entitlements when a flight is cancelled due to bad weather. For the first time, we are introducing this month a new item, our **success story of the month**, which illustrates the work we do on behalf of Irish consumers and consumers from other European countries. If you have a problem with a purchase from another European country, please contact us on 01 8090600 or [click here](#). For information on your consumer rights in Europe, see www.eccireland.ie

Ann Neville
Manager

Don't toy with your child's safety: safe shopping tips for toys from ECC Ireland

With Christmas fast approaching many of us are shopping for toys for our children. To ensure a safe and happy Christmas for all, the European Commission has published a practical guide for consumers to help choose safe toys and ensure that these toys are used correctly.

To shop safely for toys make sure that you:

- 1. Look for the CE Mark**
All toys for sale in the EU must have the CE mark as a sign that the product complies with design safety standards. If the toy does not have the CE Mark do not buy it.
- 2. Always buy toys from trustworthy shops and reliable online retailers**
These are more likely to stock safe toys and will usually accept returns. Rogue traders tend to ignore health and safety requirements and may also deal in fake toys.
- 3. Choose toys suitable for the child's age, abilities and skill level**
Toys that are not meant for a child's specific age group may injure the child. Be sure to follow the age recommendation on the toy especially if the child is under 3 years of age. When buying for this age group make sure that the toy does not have small detachable parts to minimise the risk of choking.
- 4. Always report a safety problem with a toy to the retailer where you bought it.** If the toy was bought in Ireland you can also contact the National Consumer Agency at product_safety@nca.ie

For more information on safe shopping for toys [click here](#).

Our family was due to fly from London Stansted to Cork. At the airport our flight was first delayed, then cancelled. We were told that due to heavy snow we were not able to fly until the following day. We were offered no assistance and only advised to submit receipts later for reimbursement. We did not want to spend the night at the airport with our two young children, so we checked in at the hotel at the airport. The next day we were informed that our rescheduled flight was cancelled and we would probably be able to fly that evening. It was still snowing and we feared that our flight would be cancelled again. At that stage we decided to try to make our own way home. We took the train to Swansea and then continued by ferry back to Cork. We will make a claim for the extra expenses incurred, but I would like to know if we are entitled to additional compensation?

Passengers travelling by plane have significant rights and entitlements under EU rules if they face disruptions to their journey. If your flight is cancelled without prior notice, regardless of the cause of the disruption, the air carrier is required to inform you of your rights and entitlements under Regulation [EC] No. 261/2004 and offer you a choice between a refund of the cost of your unused flight or re-routing to your final destination at the earliest opportunity.

If you choose an alternative flight, you are entitled to receive assistance in the form of two telephone calls, faxes or emails, meals and refreshments reasonable to the length of the waiting time and hotel accommodation if overnight stay becomes necessary. The air carrier is not required, however, to provide further assistance if you opt for a refund instead.

Bear in mind that no financial compensation is due if the flight cancellation was caused by an event beyond the control of the air carrier (e.g. poor weather conditions), which could not have been avoided even if all reasonable measures were taken.

For all of the above, you are entitled to have the full cost of your London-Cork flight refunded and you can also claim a reimbursement of reasonable expenditure in respect of meals and accommodation incurred while awaiting your re-scheduled flight. However, you may not be entitled to reimbursement of the cost of the alternative transport arranged on your own. The air carrier's obligations are restricted only to providing a full refund of the cost of an unused flight if a passenger decides not to accept further re-routing.

We recommend contacting the air carrier in writing, submitting copies of relevant receipts. If you encounter any difficulties when dealing with the air carrier you can contact the European Consumer Centre for further advice and assistance. You can also lodge a complaint with the National Enforcement Body of the country you were stranded in, which in this case is the UK Air Transport Users Council. If the matter is not resolved to your satisfaction you can consider taking action through the Small Claims Procedure. If the airline is based in another EU country, you can also avail of the European Small Claims Procedure. For further information on air passenger rights [click here.](#)

Success Story of the Month

A Northern Ireland consumer bought a kneeling chair in July 2010 from an Irish trader. According to the advertisement, the price was reduced because the product was discontinued stock and no guarantee was offered. The product turned out to be defective and the trader agreed to replace it. However, the new item was faulty too and the trader refused to offer any further remedy.

The consumer contacted the UK ECC and assistance was sought from ECC Ireland. We contacted the trader and reminded him that under consumer legislation, no policy can go below the consumer's statutory rights as commercial guarantees, if any, are in addition to and not in substitution to the rights of the consumer in relation to the final seller.

The trader was reluctant to issue a refund because he had already delivered two chairs.

ECC Ireland informed him that he could consider pursuing remedies against his suppliers but his attention was drawn to the fact that the consumer cannot be penalised by the final seller for any acts or omissions by those liable in the contractual chain.

ECC Ireland also stressed that if a seller delivers goods that are defective, the seller fails to correctly perform his contractual obligation and must therefore bear the consequences of that faulty performance. By receiving new goods to replace the goods not in conformity with the contract, or a refund, the consumer – who, for her part, paid the selling price and therefore correctly performed her contractual obligation – is not unjustly enriched. She merely received, belatedly, goods that she should have received at the outset, or a refund, if the contract cannot be brought back to conformity. It was also pointed out that the consumer obtained little or no benefits from the use of the chairs in questions and that if the trader wanted, he could arrange for the collection of the chairs at no extra cost for the consumer.

The consumer received a full refund of the amount she paid for the chair, £55.

If you want more information about this or any other cross-border consumer issue you can contact us on 01 8090600 or at www.eccireland.ie

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