



Happy New Year to all!

Many consumers are bringing back unwanted Christmas presents this month, but what happens if the present was bought in another European country? What about gifts bought online-can they be returned? See below for answers.

January is also traditionally a key month for car purchase. While the new tax rules mean that many consumers are waiting until July to purchase their cars in Ireland, other consumers are interested in buying cars from abroad, particularly from the UK. We offer some advice to these potential purchasers below.

If you have had a problem with a purchase from another EU country, please contact us on 01 8090600 or at info@eccdublin.ie. For information on your consumer rights in a European context, see www.eccdublin.ie.

Rosaleen Quinlan
Editor

1. What's bothering you?

How do I return gifts that have been bought in another European country or gifts bought online?

Gifts bought in another European country

Many people do not realise that if you simply don't like or want the goods in question, you unfortunately do not have any automatic rights, and you should check the policy of the vendor store in question with regard to returns via post.

If there is a fault with the item in question, your rights are protected by European legislation (Directive 1999/44/EC). As a result of this legislation, consumers across Europe have at least two years during which they can seek a remedy from the seller regarding faulty goods. Within six months, any fault is presumed to have existed at the time of delivery and the consumer is entitled to ask for the goods to be repaired or replaced free of charge. The consumer may still be entitled to repair/replacement after the six month period, but the consumer must prove that the fault existed when delivered. You should therefore contact the vendor in question, enclosing copies of any relevant documentation (e.g. receipt) and agree a solution. Postage should be paid for by the seller, so keep any postal receipts and enclose them when sending back the faulty item.

Gifts bought online

Online consumers have, in fact, more protection than those on the high street and enjoy a seven day 'cooling off' period. Goods bought online can be returned up to seven days after delivery, even if they are in perfect order, and the consumer simply does not like the item in question. You should be aware however that certain exceptions apply e.g. online tickets, customised items etc. If the seven days have elapsed, and there is no fault with the item, you do not have any automatic rights; individual online stores may however have a returns policy which you should check. If there is a fault with the item, your rights are identical to those outlined above under Directive 1999/44/EC.

For more information on online shopping, please see our website at http://www.eccdublin.ie/topics/shopping_online.html

If you still have a problem with a faulty item bought in Europe for which you have unsuccessfully sought a remedy, perhaps we can help. **Contact us on 01 8090600 or at info@eccdublin.ie.**

2. Consumer query of the month

A friend of mine bought a fantastic car in the UK for a lot less than it would have cost here. I'm thinking about doing the same thing but I'm nervous in case something goes wrong. Can you advise me please?

Buying a car abroad, particularly in the UK, can offer great value to Irish consumers but there is some advice that you should bear in mind:

- If you are buying a car abroad with the intention of importing it into Ireland, you should be aware that Irish consumer law will not apply. The law of the country in which you bought the car will apply. Therefore it is advisable to deal with a reputable motor dealer (look for membership of an accredited motor industry association).
- You should also be aware that consumer legislation does not apply to private sales so you should exercise extreme caution if buying privately. If you *are* dealing with a private seller, ensure that you have as much detail as possible, including all contact details. It is highly advisable to check over the car before you purchase it.
- Whether bought privately, or through a dealer, you should always check the number of previous owners, whether there is any outstanding finance owing on the car, number of previous owners etc. as you would do when purchasing a car in Ireland.
- You should always carefully check the terms of the car warranty, if any.
- If you bring a vehicle into Ireland from abroad you must register it and pay VRT by the end of the next working day following its arrival in the State. The VRT payable is calculated based on the engine size and the OMSP (Open Market Selling Price). More information is available on the Revenue website at <http://www.revenue.ie/index.htm?/leaflets/vrt1.htm>
- If something does go wrong, and you have bought the car from a dealer, you should first check the terms of all relevant warranties if any, (e.g. manufacturer's

warranty and dealer's warranty) in order to ascertain if your particular issue is covered. If so, you should contact the dealer to seek a remedy. You will also be covered by European consumer legislation, (Directive 1999/44/EC), as cited above. If you buy a second-hand car from a dealer, you should be aware however, that second-hand cars are not expected to be completely free from fault or to perform in the same way as a new car.

- If you have bought the car privately, and something goes wrong, your options are extremely limited. If you cannot resolve the matter privately, you might consider legal action if the car sold is not 'as described'.

For further general information on buying a car, see the National Consumer Agency's leaflet 'Buying a Car' available online at http://www.consumerconnect.ie/eng/Learning_Zone/Guides_To_Consumer_Law/Buying_a_Car.

If you do have a problem with a car purchased in another European country, and cannot resolve it yourself, perhaps we can help. **Contact us on 01 8090600 or at info@eccdublin.ie**.

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Disclaimer: Whilst every effort is made to ensure accuracy, the European Consumer Centre cannot be held responsible for matters arising from any errors or omissions contained in this publication. The information provided is intended as a guide only and not as a legal interpretation.