



Many people are returning unwanted Christmas presents or items bought in the sales this month, but what happens if the product was bought in another European country? And what about gifts bought online, can they be returned? This month's ebulletin outlines your rights in relation to returns.

Our consumer query of the month concerns booking flights through booking agents. If you have had a problem with a purchase from another EU country, please contact us on 01 8090600 or at info@eccireland.ie. For information on your consumer rights in Europe, see www.eccireland.ie

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Editor**

1. Shopping in another country, either in person or online, can offer us greater choice as consumers, but what happens if you change your mind and decide you want to return the item? You are not entitled to a refund, (or an exchange or credit note) simply because you change your mind about something you have bought so double-check the retailer's refund policy before buying anything. Some retailers do allow you to exchange goods that you have changed your mind about, but remember that this is a goodwill gesture, and at their discretion.

Shopping online

Buying a product online gives you additional rights that you may not have when shopping on the high street, such as a seven day cooling off period. This means that goods bought online can be returned by the consumer up to seven days after delivery simply because the consumer has decided that they do not want the item in question. Certain exceptions apply, for instance in the case of customised items or tickets.

If the product is not faulty and you decide to return it within the seven-day period then you will have to pay the postage costs. Once the cooling off period has elapsed, you may not have any comeback if there is no fault with the product, unless the e-tailer's policy states otherwise.

Faulty goods

If the product is faulty however you can rely on legislation to protect your rights, whether you made the purchase online or in person. European legislation (Directive 1999/44/EC – the **Sale of Goods and Associated Guarantees Directive**) offers consumers across Europe at least two years to seek a remedy from the seller. Within six months of purchase, 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. After the initial six months, the consumer may still be entitled to repair/replacement but it is up to the consumer to prove that the fault existed when the product was delivered. You should therefore contact the seller, enclosing copies of any relevant documentation (e.g. receipts) and negotiate a solution. The seller should pay the cost of postage so keep any postal receipts and enclose them when sending back the faulty item.

For more information on buying goods and services see our website at www.eccireland.ie. If you have bought a product from another European country and have a problem with it, perhaps we can help. **Contact us at 01 8090600 or at info@eccireland.ie**

2. I booked flights through an internet-based booking agent. The flights were with separate airlines, and consisted of a flight to the UK followed by a connecting flight to the US. Recently I received an email from the booking agent who stated that my flight time from Dublin to London has been rescheduled by more than 2 hours. The later time of arrival means that I will not be able to make my connecting flight to the US. I contacted the booking agent and expressed my concerns and they advised me that it was not their responsibility and that I should contact the airline directly. When I contacted the airline they stated that as I had booked through an agent I would have to go back to the agent to resolve the issue. I am now in a situation where neither the booking agent nor the airline will deal with the matter and I do not know what to do.

While the booking agent's responsibility may be limited to searching flights and processing and confirming your booking, it may remain the consumer's responsibility to allow sufficient time to make the connection since in this case it seems that the consumer booked neither a package holiday (flights only) nor a 'connecting flight' (two separate tickets operated by one or more air carriers).

In order to avoid similar situations, it is important that you check with the booking agent its level of commitment before using its services. A professional travel agent may, out of duty, ensure that your flights do not overlap but if the booking "agent" is not prepared to take all the necessary steps in the event of time reschedules, you should consider booking a connecting flight with the air carrier/s concerned and/or take out adequate travel insurance.

In relation to the airline's refusal to deal with the matter, the consumer can insist – as the passenger suffering the time reschedule – on having the possibility of negotiating a solution with the airline concerned. Please be aware that if the original flight booked is delayed for 5 or more hours or cancelled altogether, you can request the full refund or an alternative flight at no extra cost.

Back to the case in question, if the time reschedule is the result of an error made by the booking agent, ECC Ireland's advice would be to request that the "agent" either offer you an alternative flight to meet your travel needs, or provide a refund so that appropriate arrangements can be made by you. If they fail to resolve the matter then ECC Ireland would be happy to offer you further assistance.

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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