



This month's ebulletin deals with the purchase of car parts by phone or the internet. 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

**Ann Neville
Manager**

Thinking of car parts? Think twice.....

Shopping around is always a good idea if you want to get more choice and value for money.

The European Communities (Protection of Consumers in Respect of Contracts Made by Means of Distance Communication) Regulations 2001 and the Consumer Protection Act 2007 require due regard to any enactment or rule of law requiring good faith in commercial transactions and prohibit unfair commercial practices.

ECC Ireland strongly recommends consumers purchasing car parts by means of distance communication, particularly over the telephone, to always make sure that they are furnished with written information detailing the main characteristics of the item in question and its price before entering into any transaction.

Failure to satisfy this demand may lead to bitter disappointment if the wrong piece is later supplied and there is no written evidence of the actual item ordered. Discrepancies about price and/or currency can also be avoided if written information is supplied before authorising the transaction.

Consumers are also reminded that the cooling off period that consumers typically enjoy in most distance selling contracts may be restricted if the items ordered are customised following the consumer's specifications or are clearly personalised.

Consumers seeking assistance with cross-border complaints are always advised to contact the European Consumer Centre Ireland as we can discuss what your rights are and can take practical steps in helping you resolve your complaint

Consumer query of the month

Last week I ordered online a satellite navigation system and, having paid for it and received confirmation by email, today I received an email from the trader saying that due to difficulties with their supplier they are not in a position to deliver the item and that my order had been cancelled. They informed me that they will refund me in full but I was wondering if I can force them to honour the contract.

Although it is understandable that consumers may seek to enforce performance of the contract or even compensation (e.g. damages, interest) when the actual loss can be accredited, most traders do not voluntarily offer these remedies when they unilaterally cancel an order, as the mentioned remedies are not set by consumer law.

According to the current legislation, where the seller fails to perform its part of the contract they are required to refund any sums paid "as soon as possible" and in any case within 30 days.

Accordingly, all a trader may be required to do under consumer law if they cancel an order before delivery is to simply reimburse the monies paid, unless the contract itself provides for other remedies, which is not normally the case. In fact, it is more likely to find contract terms limiting the trader's liability for any loss, damage, cost or expense arising out of breach of contract which was not reasonably foreseeable by the trader at the date of the contract.

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.

The European Consumer Centre is funded by the European Commission and the National Consumer Agency.

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.