



This is an exciting time in consumer affairs with the publication of the report of the Sales Law Review Group and the announcement by the Minister for Jobs Enterprise and Innovation of a major overhaul of consumer law, through the enactment of a comprehensive Consumer Rights Act. These developments at national level are reflected by similar developments at EU level and October's eBulletin focuses on the new EU Consumer Rights Directive which was adopted by the Council of the European Union on the 10th of October.

Our **Consumer Query of the Month** discusses an offer bought on a group buying website which contained terms that were highly unfavourable to the consumer who purchased it, while our **Success Story** deals with obtaining compensation for a consumer following the trader's failure to provide tickets to a major sporting event. October's **Consumer Survey** is available on our website at www.eccireland.ie and this month asks you how you intend to do your Christmas shopping, online or offline.

If you have had a problem with a purchase from another European country, please contact us on 01 8797620 or click [here](#). For information on your consumer rights in Europe, see www.eccireland.ie

Ann Neville
Manager

The Consumer Rights Directive – enhancing consumer protection across Europe

The new EU [Consumer Rights Directive](#) which has to be transposed to national law by all Member States within the next two years will strengthen consumer rights across Europe. Among the benefits it offers consumers are:

Banning pre-ticked boxes on websites

When shopping online – for instance buying a plane ticket – you may be offered additional options during the purchase process, such as travel insurance or car rental. These additional services may be offered through so-called 'pre-ticked' boxes. Consumers are currently often forced to untick those boxes if they do not want these extra services. With the new Directive, pre-ticked boxes will be banned across the European Union.

Eliminating surcharges for the use of credit cards and hotlines

Traders will not be able to charge consumers more for paying by credit card (or other means of payment) than what it actually costs the trader to offer such means of payment. This obviously has implications for the airline industry which currently charges consumers handling fees for payment by credit card which are often substantially above the real cost paid by the industry. Traders who operate telephone hotlines allowing the consumer to contact them in relation to the contract will not be able to charge more than the basic telephone rate for the telephone calls.

14 Days to change your mind on a purchase

The period under which consumers can withdraw from a sales contract is extended to 14 calendar days (compared to seven days legally under Irish law today). This means that consumers can return the goods for whatever reason if they change their minds.

Clearer information on who pays for returning goods

If traders want the consumer to bear the cost of returning goods after they change their mind, they have to clearly inform consumers about that beforehand, otherwise they have to pay for the return themselves. Traders must clearly give at least an estimate of the maximum costs of returning bulky goods bought by internet or mail order, such as a sofa, before the purchase, so consumers can make an informed choice before deciding from whom to buy.

Better consumer protection in relation to digital products

Information on digital content will also have to be clearer, including about its compatibility with hardware and software and the application of any technical protection measures, for example limiting the right for the consumers to make copies of the content. Consumers will have a right to withdraw from purchases of digital content, such as music or video downloads, but only up until the moment the actual downloading process begins.

For more information on the Consumer Rights Directive see the European Commission's [DG Justice](#)

Consumer Query of the Month

I am having a problem with a deal I purchased on a “group buying” website. The deal was for a seven-night break to Portugal for up to four people. When I went to book I was questioned whether the group consisted of two married couples. I was uncomfortable with these enquiries and couldn't see the relevance to my booking. The company explained that the deal is for ‘couples only’. I pointed out that the offer only stated "suitable for couples". Eventually I was allowed to proceed with my reservation. When I received my booking confirmation I noticed that it stated that the offer is only valid if we attend a sales presentation and if we don't attend we will have to pay an additional £200. It also said that we had to provide our flight details 3 months before travel or else the reservation would be cancelled. This offer was not at all like it was advertised, what can I do?

Any material terms and conditions should be made clear to consumers in the deal offer. As there is no mention of the requirement to be a couple in the advert, this cannot subsequently be insisted upon by the trader. The requirement to attend a presentation is a material term of the contract which creates a financial penalty for the consumer if it is not complied with and so this information should have been prominently displayed in the advert. Under Directive 2005/29/EC on unfair commercial practices, a commercial practice is regarded as misleading if it omits, hides or provides in an unclear, unintelligible, ambiguous or untimely manner material information that the average consumer needs to take an informed transactional decision and thereby causes, or is likely to cause, the average consumer to take a transactional decision that they would not have taken otherwise. On this basis I would advise you to contact the group buying company in writing outlining your dissatisfaction with how this deal has been presented and request a refund.

Success story of the Month

In June 2010, an Irish consumer purchased a ticket from an online ticket provider based in Norway to see the final of the World Cup in South Africa (tickets for the event were

already sold out on Fifa's website). Despite multiple calls and confirmations that the ticket would be delivered, the night before the final the consumer received a call from the trader informing her that there was no ticket and that she would be refunded the price of the ticket in full, plus compensation (as per the trader's Terms & Conditions). The trader refunded the price of the ticket a few weeks later but no compensation was paid, in spite of the consumer lodging a complaint via the prescribed format, providing bank details, and numerous emails and phone calls.

ECC Ireland requested assistance from ECC Norway to contact the trader on behalf of the consumer. The trader agreed to pay compensation but this did not materialise. The case was then forwarded to an Alternative Dispute Resolution body (ADR). The ADR found in the consumer's favour and advised her to contact the trader one more time, with a copy of her bank details and the decision, stating that if she did not receive the funds she would have no choice but to send the matter to an enforcement officer in Norway.

Following this email, the trader paid the compensation to the value of €200 the next day.

This month's survey

Here in ECC Ireland we are always interested to hear what you think. This month, we want to know how you plan to do your Christmas shopping, online or offline. To take part in the survey just go to our home page at www.eccireland.ie

If you want more information about this or any other cross-border consumer issue you can contact us on 01 8797620 or at www.eccireland.ie.

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