



We all buy goods and services every day, but we don't think of buying a carton of milk or filling up the car with petrol as 'creating a consumer contract'. Yet this is exactly what we are doing. These examples may not cause most of us too much thought, but contracts for bigger purchases should always be considered carefully – see below for some advice.

Our consumer query is from a person who is thinking of buying a new kitchen - she is worried that the price sounds too good to be true, and seeks our opinion.

If you have had a problem with a purchase of goods or services from another EU country, please contact us on 01 8090600 or at info@eccireland.ie. For information on your consumer rights when buying something in another European country, see www.eccireland.ie.

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Editor

1. Entering contracts; don't tie yourself in knots....

Consumer law protects you when you make a 'consumer contract'. This may seem obvious, but in fact is based on two fundamental ideas - that of the 'consumer' and the 'contract'. You are a consumer when you buy goods from a trader, or someone whose normal business it is to sell that product or service. So, if you buy a car from a car dealer in Belfast, you are a consumer. But if you buy a car from your friend's uncle in Belfast, you are a private buyer and will not normally be covered by consumer legislation.

Equally, if you agree to buy goods or services from another party for a certain amount of money or other 'consideration', this is a contract. It does not have to be in writing to be enforceable, but it makes it easier for all parties if it is. If you are entering into a contract, particularly for a good or service of large value you should always read all the terms of

the contract. You should, at the very least, make yourself aware of the full cost, including any delivery charges, cancellation fees, warranties offered, returns policy.

If unsure whether the document you are being asked to sign is a binding contract, or even is a 'consumer contract', don't be afraid to ask. If you don't understand it, don't sign it.

2. I've seen a fantastic kitchen advertised in a national paper. I've never bought a kitchen from this English-based company before, what should I be aware of?

A kitchen is a key area of the home, involving large disruption if changed. It also involves a large outlay, even if at a 'bargain price', so take your time and consider any offer carefully. There have been problems reported to the ECC from consumers who have not received the full kitchen set, or have received sub-standard products.

- Check the terms of any offer carefully; terms such as 'we cannot guarantee that all elements will be in perfect condition' should raise alarm bells.
- Ensure that you understand precisely what type of wood/finish etc is proposed, when it will be delivered, and by whom, and who will install the kitchen.
- Check the kitchen when it arrives; while you probably will not examine every hinge and handle, you should at least ensure that all large components are present and that it is the correct colour/finish.
- Never pay in cash – if there is a subsequent problem, your money is completely untraceable. Pay by cheque or credit card.
- Always, always ask for a receipt, with full details of the kitchen and full contact details of the company.

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