

Am I protected by consumer rights when I shop on the internet?

Yes, EU legislation protects you. European Directive 97/7/EC sets out information requirements and cooling-off periods for distance selling purchases, while the Electronic Commerce Act 2000 gives e-signatures and electronic contracts the same legal recognition as written versions.

Would I be safer shopping on the high street?

You have the same rights shopping online as you have on the high street. If you purchase a faulty good in the high street the retailer must rectify the problem. This is also true for the web trader.

What if I change my mind and don't want the good or service after buying it?

When you buy online you have a right to return the good or cancel the service within a seven day "cooling-off" period.

What if the good never arrives or the service is not provided?

You are entitled to a refund of your money. The legislation states that the contract must be performed within thirty days of the order being placed, unless otherwise agreed with the web trader.

What happens if the good is damaged when it arrives?

You should inspect the good as soon as you can and if it is damaged you must complain to the web trader immediately. The seller is obliged to rectify the problem for you. If you receive no satisfaction from the trader who is located in another EU country then contact ECC Dublin on www.eccdublin.ie.

Terms and Conditions (the "small print")

Terms and conditions are provided for a reason – read them carefully and make sure you understand them.

What should I know before buying goods and services online?

The web trader should provide you with the following information clearly before you place your order;

- The different technical steps you have to follow to conclude the contract
- If the service provider will provide the service directly or otherwise and if the contract is accessible to read on the website
- The technical ways you have to identify and correct errors in the order before placing one
- The language or languages in which the contract can be concluded
- The codes of conduct of the service provider if any
- The terms and conditions shall be made available to you in a way that permits to store and reproduce them.

All these requirements except the last one will also apply if you purchase services solely by exchange of electronic mail or by equivalent individual communications.



If your complaint is against a web trader based in Ireland you should complain to the Office of the Director of Consumer Affairs on www.odca.ie.

BUY



The "Cooling-off" period

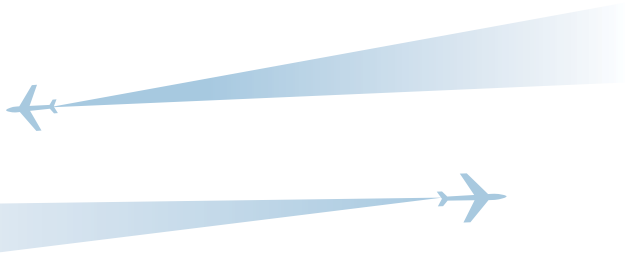
When you buy online you are given seven days from receipt of the good or purchase of the service to make a final decision whether or not to keep it. If you choose to return the good you are liable for the cost of postage but can expect a refund of the cost of the good. The 7 days can be extended if the web trader fails to give you information on the following;

- Name and address of web trader
- Main characteristics of the good/service
- Price including taxes and delivery costs and how payment is to be made
- Arrangements for delivery or performance
- That a right to cancel exists and how to cancel the contract
- Any guarantees and after-sales services that are available
- The conditions for cancelling the contract if it is of an unlimited duration or for longer than one year

All of these details must be sent to you in durable form which means you should get the details by email or in writing before or at the time the good is to be delivered or the service performed. If the information is not provided in durable form the cooling-off period can be extended to 3 months.

Exceptions to the Rule

Not all transactions online are covered under European Directive 97/7/EC. The exceptions are as follows; internet auctions, contracts for the provision of services linked to a specific time or date such as air travel, train or concert tickets or hotel bookings. The distance selling regulations also do not cover contracts for the sale of land and food and drink deliveries.



How can I be sure a website is secure?

You should search the website to see what security measures are provided. If you are not convinced the site is secure do not use it. It is advisable to do some background research:

- Check email / web addresses. Do they differ in format from the other addresses or usual format?
- Check email addresses of links by running your mouse over the link. The address will come up in the bottom left hand corner and if it looks strange, or doesn't follow the usual format etc. then be concerned.
- When using your credit card only shop on a site which has the padlock or broken key system in the bottom right corner; where 'http' changes to 'https' at the point of purchase or where the www. changes to **www.1** or 2 or 3 at point of purchase.

PLEASE NOTE THIS IS A GUIDE ONLY AND NOT A LEGAL TEXT.



EUROPEAN CONSUMER CENTRE **DUBLIN**




Shopping Online

– your consumer rights



For further information on your consumer rights in Europe, contact:

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