

Help and advice  
for consumers  
in Europe



UK European Consumer Centre



Co-funded by  
the European Union



# Buying something in the EU?

What you should know

**UK European Consumer Centre**

## UK European Consumer Centre

Every year thousands of UK consumers find themselves in dispute with EU companies over problems with purchases such as transport (including car hire and air travel), discount holiday clubs and recreation and culture (including ‘sold-out ticket’ events).

We’re here to help.

## Contents

- 3 Information and support
- 4 Shopping online
- 7 Resolving your dispute with an online retailer
- 8 Buying goods
- 10 Timeshares and holiday clubs
- 12 Air travel
- 16 Secondary ticket market
- 17 Car hire
- 19 Package travel
- 20 Getting your money back
- 21 Scams

Remember that no matter where you shop within the European Union you have basic rights that cannot be taken away.

## Information and support

As a consumer shopping in the European Union, you have certain rights. The UK European Consumer Centre (UK ECC) is part of the European Consumer Centre Network (ECC-Net), which consists of 30 centres throughout Europe, including Iceland and Norway. Our UK ECC consumer advisors assist in cross-border disputes and give advice and assistance in resolving them.

This booklet is designed to give you valuable knowledge of these consumer rights. The information provided is based on 'basic consumer principles' to which all EU consumers are entitled.

### **These include:**

- buy what you want, where you want
- if it doesn't work, send it back
- contracts should be fair to consumers
- sometimes consumers can change their minds
- you can compare prices easily
- you should not be misled
- you are protected on holiday
- effective redress for cross-border disputes

**Feel confident when you shop in another Member State, just as you do at home.** For more advice, information and support contact the UK European Consumer Centre via [www.ukecc.net](http://www.ukecc.net) or 01268 886690



## Shopping online

Shopping online has increased dramatically, with consumers now contacting traders all over the EU to make a wide variety of purchases at the most competitive prices. Like any transaction, internet shopping has risks.

Many people shopping online within the EU do not fully understand what rights they have for online purchases or what rules traders need to follow.

The Consumer Contracts Regulations mean that consumers have a 14 calendar day cooling-off period, starting the day after the goods have been received - during which a contract can be cancelled for any reason, including a change of mind. Consumers must notify the trader of the cancellation and can then expect to receive a reimbursement within 14 days. Unless otherwise stated in the terms and conditions, the return fee is payable by the consumer.

There are some exemptions from the right to cancel and consumers should be aware of these exemptions before they make a purchase.



The regulations, which cover any 'distance contracts' such as online, email, phone or post, mean that:

- goods should be delivered within 30 days, unless a fixed delivery date is agreed
- consumers have 14 days to cancel. This does not need to be in writing, but needs to be a clear statement of the wish to cancel
- a refund should be made within 14 days from when the trader receives notice of cancellation (or the return of goods)
- a trader can now deduct money if the goods show signs of unreasonable use
- consumers must be given details of cancellation rights, return costs, complaints procedures and redress
- online order buttons must be labelled with 'obligation to pay' or similar unambiguous words
- specific consent has to be obtained for any extra payments such as for gift-wrapping or insurance. A pre-ticked box that the consumer has to untick would not comply

The E-Commerce Directive dictates minimum levels of information that a web trader based within Europe must provide to consumers, including the name of the trader and geographical address plus email address. An acknowledgement of receipt of the consumer's order must also be sent.

Remember – a web address is no indication of where a trader is based. For example, if the trader has a .co.uk web address, this does not mean the trader is based in the UK.

Before entering into a contract we advise you to:

- thoroughly read the terms and conditions, which may include consumers' obligations
- check the website for the company's address and full contact details. If it is not easy to find, ask yourself why?
- check delivery estimates. Traders are entitled to a maximum 30 days to deliver goods, unless a fixed delivery date is agreed
- ensure the site is secure - look out for the 's' in https
- a padlock on the payment screen is also a mark of security

And don't forget – consumers are advised when buying goods costing more than £100 to use a credit card, as the Consumer Credit Act 1974 may mean that the credit card company is equally responsible (along with the seller) for resolving any problems.

### **Resolving your dispute with an online retailer:**

New rights have been given to consumers aimed at making it easier for shoppers to resolve disputes, with online traders.

Traders now have an obligation to make consumers aware of an independent, alternative dispute resolution (ADR) body which can resolve such disagreements with online traders. At present the trader is not obliged to use the indicated body but many do.

Once a trader has indicated that they are willing to use an ADR body, a consumer may choose to log and manage their complaint through a online complaint handling platform, the Online Dispute Resolution Platform. Online traders are required to carry a link to this platform, on their websites.

In all cases consumers must first attempt to resolve the complaint directly with the trader. Online traders also have to provide their email address so that the consumer has a first point of contact.

The Online Dispute Resolution platform is available on the website <http://ec.europa.eu/consumers/odr/>





## Buying goods

Holidays are a great time to buy the things that can be expensive in the UK or are just a little different, but what happens if you have problems when you get home?

When you purchase goods you have entered into a contract with the seller. The EU Consumer Sales Directive protects consumers when buying goods. The goods must be of a satisfactory quality, fit for purpose for a reasonable time and free from defects.

Under the Consumer Sales Directive, if the goods do not conform to contract, you may be entitled to a repair or replacement and in some circumstances a full or partial refund. But be aware that there may be exceptions to this entitlement.

For the first six months after purchase, it will be for the retailer to prove the goods did comply with the regulations (e.g. were not faulty). After the first six months, the consumer must prove the goods were faulty.

## Your questions

### **What is an inherent fault?**

A fault present at the time of purchase. The 'fault' may not become apparent immediately, but it was there at the time of sale and so the product was not of a satisfactory standard.

### **Is it true that I have to complain to the manufacturer?**

No. You bought the goods from the trader, not the manufacturer, and the trader is nearly always liable for any breaches of contract.

### **Do I have to produce a receipt to claim my rights?**

No. In fact, in most European Countries, the trader doesn't have to give you a receipt in the first place so it would be unfair to say that you have to produce one. However, it might not be unreasonable for the shop to ask for some proof of purchase, so look to see if you have a cheque stub, bank statement, credit card slip etc, and this should be enough. If you have a receipt, so much the better.

## Timeshares and holiday clubs

Timeshares and holiday clubs are high on the list of complaints from UK consumers. The EU Timeshare Directive (2008) has been designed to enhance consumer protection surrounding timeshares and holiday products, as well as exchange and resale.

Consumers have greater protection when they buy and resell timeshare holidays, or timeshare-like holidays on cruise boats, canal boats, caravans and “discount holiday clubs”. The directive aims to prevent “pressure selling”.

The regulations now cover:

- long-term holiday products (i.e. holiday clubs)
- shorter term contracts – all purchases for a period of one year or more including tacit renewal of shorter periods
- all forms of holiday accommodation (including boats and other moveable property such as caravans or cruise ships)
- resale of timeshare or holiday club memberships by consumers
- exchange services (i.e. some timeshare owners pay an extra fee to join an exchange club, where they can swap their week in, say, the Canaries for a week in another location)

Under the new Directive:

- purchasers must be given a 14-day cooling-off period, with no cancellation costs incurred. No reason has to be given
- any payment by the consumer is prohibited during the cooling-off period
- any linked loan or finance agreement is automatically terminated if a consumer cancels
- any sales presentation invitation must disclose the invitation's true nature and its commercial purpose
- timeshare and long-term holiday products must not be sold as an investment
- promotional materials and written contracts must be in an EU language of the consumer's choice

Beware of companies which offer you the chance to sell your weeks, or legal companies claiming to be able to get your money back. Always ask to see terms and conditions before signing or paying a deposit.

For information on scams please view our website or call 01268 886690.



## Air travel

Travelling by air is cheaper and more convenient than it used to be. Most flights are problem-free, but what if your flight is delayed or cancelled or your luggage is lost?

You have EU air passenger rights if your flight departs from an EU country\* OR arrives in an EU country\* with a carrier licensed in the EU\*

\*or Iceland, Norway, Switzerland.

### Delayed

If your flight delay is more than two hours, under Regulation EC 261/2004 you can claim for meals and refreshments (sometimes you may receive vouchers from the airline) or even overnight accommodation, depending on the length of delay to your destination. To check your exact entitlement, view our website on [www.ukecc.net](http://www.ukecc.net). If the delay is three hours or more, you may be entitled to compensation too.

If the delay is for five hours or longer, then you can claim a refund for the unused part of the ticket if you decide not to travel, or you can choose to be re-routed later.

## Over-booked flights/denied boarding

Airlines regularly overbook when selling seats. When this happens the airline must invite passengers to volunteer their seats to other travellers. Volunteers should be offered financial compensation, agreed between themselves and the airline, as well as an alternative flight or a ticket refund. If the airline can't find volunteers, then it can deny boarding but should offer set amounts of compensation.

- €250 (flights of 1500 km or less, more than two hour delay)
- €400 (flights between 1500km and 3500km, more than three hour delay)
- €600 (flights over 3500km, more than four hour delay)

## Cancelled

If the airline cancels, under EC Regulation 261/2004 you should be given the choice of a ticket refund or re-routing to your final destination. If you request reimbursement, you give up the right to further assistance or re-routing. If you choose re-routing, you are also entitled to free meals and refreshments and a free phone call (relative to waiting time). You may also be entitled to compensation (from €125 to €600) if your flight is cancelled at short notice. Exceptions may apply.

## Lost, delayed or damaged luggage

If your luggage is lost, damaged or delayed, the Montreal Convention says you should be able to claim up to a certain amount for checked-in luggage (about £1,000), although there are exceptions to this.

You should report damage, delays or losses to the airline or its agent as soon as possible. Although not a legal requirement, you should fill out a 'property irregularity report' (PIR) at the airport, give a copy to the airline and keep one yourself.

When luggage is delayed or lost, the airline should offer to pay you for unavoidable, reasonable costs such as toiletries and underwear. Luggage is generally regarded as lost after 21 days or when the airline says it is lost.

If the luggage is damaged, the law requires that you complain to the airline in writing within seven days (enclosing a copy of the PIR). The airline may replace it or offer compensation. If the luggage is delayed or lost, make your claim within 21 days (also including a copy of the PIR).

When you are claiming losses, the airline may wish to see copies of receipts in order to cover the full cost of the claim.





### Things to remember:

- report problems as soon as possible to the airline or, if they don't have a desk, their appointed agents
- when taking musical instruments or sporting equipment you may be given a 'limited release' tag, which may limit the airline's liability. If the items were checked-in in the normal way then you may still be able to claim under the Montreal Convention
- if taking high-value goods such as camcorders or cameras, keep the receipts. Check the airline's conditions of carriage as the airline may be exempt from paying if the goods are in the checked-in luggage. Keep all valuables in your hand luggage
- consider taking out travel insurance for luggage problems - it may provide more protection than the law
- any claims for extra expenses connected with delayed, cancelled and overbooked flights are not covered by the EU Regulation. But the Montreal Convention may cover you for accommodation or transportation costs if you missed your only connecting flight because your original flight arrival was delayed



## Secondary ticket market

There are now new protections for consumers using the secondary ticketing market, including measures in the Consumer Rights Act 2015 and the Digital Economy Act 2017.

Secondary ticketing – where tickets are not allocated by event organisers or by other recognised primary ticket houses (normally recommended by the venue or organiser) – can pose problems for consumers, particularly regarding pricing. Secondary ticket sellers tend to specialise in ‘sold-out’ events – recreational, sporting or cultural.

Take a few precautions to make sure you can rely on your tickets: make sure you can find the company’s address and full contact details on their website, beware of buying tickets once an event is ‘sold out’ and remember that if a deal seems too good to be true it probably is.

But beware. You would have little protection if the ticket fails to materialise and the seller disappears. Your terms and conditions could also leave you with a refund of only the ticket’s face value if the event is cancelled after you’ve bought your ticket.

New legal provisions have criminalised the use of ‘bots’ – digital purchasing software to harvest large numbers of tickets. Sellers must also use unique ticket numbers to help the buyer identify the seat’s location. The ticket’s face value, seat location and any usage restrictions must also be provided. Secondary ticketing platforms have a new legal obligation to report criminal activity they become aware of.

## Car hire

Like any transaction, car hire has risks associated with it. One of the most important things is to check the terms and conditions for relevant extra charges, which may include: returning the car to a different place, insurance, child seat, second driver, airport charge, crossing a border into another country, fuel costs, road offences and travel limits.

For more car hire confidence, follow the UK ECC's car rental 'hints and tips':

- do pre and post-rental vehicle inspections (with photos where possible) and ensure both parties sign these documents at the time and retain a copy
- shop around for the best rate (if booked online, you have no legal right to cancel and claim a refund). Prices may also vary according to the time of year
- read all paperwork before signing, including terms and conditions
- check what is and isn't covered on the insurance
- confirm the company's fuel tank policy. There may be penalties for returning the car with insufficient fuel



- check any extra charges you may be liable for
- allow enough time to drop the car off
- research the country's highway code and local road legislation
- request evidence of disputed charges

When collecting the hire car, insist on walking around the car with a company representative to note any damage, bumps, scratches (however minor), fuel level, etc. Take a copy of the company's notes for your own records and make sure it is accurate.

Remember that you are always liable for any damage present on the vehicle that was not present prior to hiring. When returning the car, insist on another inspection with a company representative and get confirmation of lack of damage in writing to prevent further costs being incurred.



## Package travel

If the holiday you booked is actually a package holiday, you will have extra rights under the revised 2018 Package Travel and Linked Travel Arrangements Regulations. It extends protection of the 1992 Package Travel Regulations beyond traditional package holidays organised by tour operators.

The new rules, bringing package travel rules into the digital age, cover two types of contracts: package deals (pre-arranged by tour organisers or customised by the traveller) and 'linked travel arrangements'.

Package holidays must consist of two or more travel services - such as flights, accommodation, car hire and other tourist services such as guided tours - bought from one single trader or offered by different traders at a total price. 'Linked travel arrangements' are where the consumer, having booked one travel service on one website, is invited to book another service through a link.

If the holiday organiser cancels your package holiday, you will have several options. You can choose to accept an alternative holiday of a similar or better standard, accept an alternative holiday of a lower standard and claim back the difference in cost or cancel the holiday and get your money back.

The rules also say that holidaymakers will have the right to cancel a package-deal contract and get their money back if the price of the package rises by more than 8% or if any of the essential elements of the package have been changed. Check the UK ECC website for more details.

## Getting your money back

If there's a problem with your purchase, you may be able to get your money back from your bank or card provider in some circumstances. There are two ways this could happen: something called a section 75 refund and another known as 'chargeback'.

If you've used your credit card to buy goods costing more than £100, section 75 of the Consumer Credit Act 1974 may mean that the credit card company is equally responsible (along with the seller) for resolving any problems. This is legal free protection provided when you buy goods or services with credit cards (including store credit cards) and finance agreements (for items such as cars and household goods).

It's worth noting:

- the goods must be priced at over £100 but under £30,000
- it applies when you've paid the trader direct, creating what's known as a 3-party arrangement
- the full amount doesn't need to be paid on the credit card

'Chargeback' is a voluntary system: it is not a legal requirement like section 75, but is particularly useful if the cost was under £100. It applies to all debit and credit cards.

A consumer can ask their card's issuing bank to reverse the charge. Each card issuer has its own time limit within which the consumer needs to claim from when they first noticed the problem.

Section 75 and chargeback apply if the item you purchased has not been delivered, become faulty or not met the description you were told about. They can both be used if the trader has gone out of business.

## Scams

Signs to help you spot a scam include:

- being contacted out of the blue (unsolicited) by telephone, post or email
- the offer seems to be too good to be true
- being asked to pay money up-front or buy a product in order to claim your prize
- often there is a deadline by which you must claim your prize
- the person calling will be overly familiar and friendly with you
- being notified that you have won a 'prize' but have not knowingly entered into a competition
- being asked for your bank account, credit card details or other confidential information
- being told that you need to keep the offer a secret
- being asked to pay only by bank/money transfer

If any of this seems familiar, you may have faced a scam.

There are various forms of scams such as lotteries, prize draws and investment schemes. In particular, winning a 'free holiday', signing up to risk-free trials, buying cryptocurrencies or trading in foreign currency could pose problems. More details on

[www.ukecc.net](http://www.ukecc.net)

General advice to avoid scams includes the following:

Do not...

- enter into conversations with organisations that contact you in an unsolicited manner
- respond to unsolicited post or emails
- part with any money, to either pay fees or buy a product in order to claim a prize
- call a premium rate telephone line
- give out any personal information such as banking and credit card details or copies of documents such as your passport or driving licence

If you have already sent money or provided bank details, you should take the following actions:

- do not send any more money. It may be very difficult for you to get back any money you've already sent
- contact your bank, building society or credit card company and close your account if you have given your details to a third party that you do not know and trust

If you receive any correspondence that may be a scam or an offer that you are just not sure of, always seek advice before acting.

## **UK European Consumer Centre - Delivered by the Chartered Trading Standards Institute**

1 Sylvan Court, Sylvan Way, Southfields Business Park,  
Basildon, Essex SS15 6TH

**Telephone:** 01268 886690 (10am to 4pm)

**Email:** [eccnet-uk@ec.europa.eu](mailto:eccnet-uk@ec.europa.eu)

**Website:** [www.ukecc.net](http://www.ukecc.net)

Please remember that the information in this leaflet can provide general guidance only. It is not intended as a full description of the law.

Sign up to the UK ECC newsletter, 'your update' through our website. [www.ukecc.net](http://www.ukecc.net)

This guide was funded by the European Union's Consumer Programme (2014-2020).

UK European Consumer Centre.

Delivered by the Chartered Trading Standards Institute.

The contents of this publication represent the views of the author only and it is her sole responsibility; it cannot be considered to reflect the views of the European Commission and/or the Consumers, Health, Agriculture and Food Executive Agency (CHAFAEA) or any other body of the European Union. The European Commission and the Agency do not accept any responsibility for use that may be made of the information it contains.