



your update

Information and support for consumers shopping across the EU

Welcome to the August 2013 issue of Your Update, brought to you by the UK European Consumer Centre. The aim of the newsletter is to give you a flavour of how the UK ECC helps consumers, show examples of cases we have worked on and, more importantly, provide you with the best advice on cross-border shopping. I hope you find this newsletter useful and look forward to receiving more editions in 2013.

Andy Allen, UK European Consumer Centre Director

Are you cool enough this summer?



Just 70% of UK consumers are aware of their rights regarding the 'cooling-off period' when buying goods by internet, post or phone, according to a recent consumer market study commissioned by the European Commission.

The study asked the question: 'Suppose you ordered goods by post, phone or the internet, do you think you have the right to return them four days after its delivery and get your money back, without giving any reason?' Even though different countries within the EU have different cooling off periods, the minimum is seven working days. The question was designed so that 'YES' was the correct answer in every country surveyed. Whilst more than two-thirds of UK consumers surveyed are aware of their right to return goods without giving a reason, 23% believe it isn't possible and the remainder (7%) do not know their rights.

The Distance Selling Directive means that consumers have a cooling-off period, beginning the day after the delivery of goods, during which a contract can be cancelled for any reason, including a change of mind.

The cooling-off period in distance selling purchases accounted for 74 complaints to the UK European Consumer Centre for 12 months to the end of July 2013, exactly the same number as the previous year.

Now the UK ECC has come to the rescue of UK consumers unaware of their rights, with a new publication called 'Shopping online across the EU - What you should know'.

The publication is available online at www.ukecc.net. It offers practical advice about what consumers should do before entering a contract as well as outlining rights under the Distance Selling Directive and the E-Commerce Directive.

(The consumer market study Special Eurobarometer 342 'Consumer empowerment' was published in April 2011 for the European Commission. It was coordinated by the Directorate-General for Communication).

Have you seen?

...what's changed in consumer protection over the past 20 years in the UK?



Cheaper mobile calls, improved passenger rights, better protection for online purchases - these are just some of the main improvements for consumers in that time.

Andy Allen, UK European Consumer Centre (UK ECC) Director, said: "Although the EU is never far from the news, just how many UK consumers understand the positive impact that the EU has had on our lives?"

"It's 20 years since the European Single Market became a reality. Significant progress has been achieved in that time in giving EU citizens better consumer rights: in everything from our means of travel to how we make purchases."

The UK ECC's new booklet called 'Consumer protection in the EU – what you should know' touches on shopping online, making cheaper mobile calls, protection when shopping, passengers rights (air, rail, bus and coach), timeshares and holiday clubs, package travel and consumer advice and redress.

It is available in the publications section of www.ukecc.net

Case study:

Mrs E lived in France on a site for static caravans for nine years and about two years ago Mrs E and her husband decided to move back to the UK. It was agreed that the company which owned the site would sell the van (for a commission – as is usual practise) and afterwards transfer the money onto Mrs E's account.



After they returned to the UK the couple had several emails regarding the static caravan's sale. Mrs E was informed by the site manager that the van had been sold and that they would transfer the balance following deductions of commission and associated removal costs from the site. This did not happen, however, and Mrs E followed it up with emails requesting updates, which were not answered until much later.

Mrs E was informed in this email that a substantial deposit had been paid and that the balance was imminent and expected at the end of the month. Again, this did not happen and repeated email requests went unanswered and telephone calls were unsuccessful. However, from friends still living on the site, Mrs E was aware that the static van had been removed from the site, suggesting that the sale had gone through. However, no money had been paid to Mrs E.

After contacting the UK ECC, her case was shared with colleagues in ECC France. Mrs E's case was resolved amicably and she received the full amount of 1925€ for the sale of her van.

Did you know?



...that even if you've already paid for your holiday, your tour operator may ask you to pay a surcharge between when you book and when you travel, of up to an extra 10% of the holiday cost. This is legal – tour operators are allowed to pass on to their customers some increases in their costs. The surcharge occurs when the cost of a package holiday goes up after you booked because of currency fluctuations (the euro growing stronger against the pound, for instance), rising fuel costs (for flights and cruises) and taxes.

Surcharges are tightly controlled by law (the Package Travel Regulations). Companies can only surcharge up to 30 days before your departure. They must absorb the first 2% of the holiday cost and state their right to surcharge in their terms and conditions. If the surcharge is more than 10% of the total cost of your holiday, the holiday operator must offer you the option of cancelling and getting a refund. If a tour operator's prices decrease then they need to refund you the amount, if it's more than 2% of the holiday cost.

UK ECC staff top tip:

To find out about your passenger rights when travelling by train, plane, hire car or boat, in Europe (before you go on your holidays), then why not look at the UK European Consumer Centre's booklet called 'Trains, planes, cars and boats', available on the publications section of www.ukecc.net It covers a wide range of subjects including denied boarding, cancellation or delay and lost luggage.



Every year UK consumers find themselves in dispute with EU companies over a range of travel-related problems connected with trains, planes, boats and car hire.

In order to encourage passengers to 'pack a little consumer know-how', the UK ECC and its sister organisation the European Consumer Centre for Services (which offers pre-purchasing advice) joined forces in July for an EU-wide Passenger Day on P & O Ferries' sailings from Dover to Calais. Consumer advisors were on hand at a helpdesk to provide passengers with help and advice to answer passengers' questions, distribute promotional materials such as the UK ECC's 'Trains, planes, cars and boats' booklet, as well as provided direct help in specific cases.

Contact us:



[UK ECC contact details](#)

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