



your update

UK European Consumer Centre

Information and support for consumers shopping across the EU

Welcome to the fourth issue of Your Update in 2015, brought to you by the UK European Consumer Centre. The aim is for this newsletter to give you a flavour of what the UK ECC does to help consumers, show examples of cases we have worked on and give you useful tips and advice to make the most of your cross-border shopping. I hope you find this newsletter useful and look forward to more editions in 2016. If you wish to subscribe to the UK ECC Newsletter - Your Update - please register for your copy of YOUR UPDATE from the home page of www.ukecc.net **Andy Allen, UK European Consumer Centre Director**

Package travel rules are broadened

Holidaymakers are to get more protection following a vote by MEPs (Members of the European Parliament) to widen package travel rules. It means that package holidays consisting of a flight, hotel or car-hire (either bought online for an all-in price or through linked webpages) will get the same protection as packages bought in travel agencies.



MEPS also voted to ensure that travellers will have more options to cancel a contract and get clear advance information on who is ultimately responsible if something goes wrong.

Andy Allen, UK ECC Director, said: "This is an important step in giving more protection to holidaymakers who put together their own 'holiday packages' from travel services sold on the internet. Ultimately this should protect travellers against sharp price increases or flight time changes and specify their rights better."

The European Parliament says that although 23% of EU travellers still buy their package holidays in the traditional way, many others now make their own holiday arrangements on the internet through commercially linked traders.

The new rules will cover two types of contracts: package deals (pre-arranged by tour organisers or customised by the traveller) and 'linked travel arrangements'. Under the new rules, package holidays consist of two or more elements - such as flights, accommodation or other services (car hire, guided tours or theatre tickets) - bought from one single trader or offered by different traders at a total price. 'Linked travel arrangements', the concept of which is introduced by the new

Did you know?

There's a new kid on the blocks when consumers want to enforce their



consumer rights – ADR, or Alternative Dispute Resolution to you and me. So what does ADR mean and how can it help?

Alternative Dispute Resolution is a mechanism to help consumers resolve their disputes with businesses, effectively a range of processes that offer parties easier, quicker and more cost-effective methods to resolve complaints compared to the court process. Legislation came into effect on 1 October 2015.

Put simply, this means that for unresolved consumer disputes, all UK traders selling to consumers will have to indicate an approved ADR body to the consumer. The trader has to agree to the complaint being looked at by the ADR body, so there's no point in the consumer going direct to the ADR body.

The ADR body will charge to deal with the problem, but some existing ADR schemes have reduced their charges to make them more accessible. It is usually the trader who pays. Although the legislation doesn't require the decision to be binding, many

rules, consist of two or more elements bought from different traders, who prompt consumers to book extra travel services through a targeted link or similar. The second service needs to be bought within 24 hours after booking the first one.

More details about what the new rules mean are available on the news section of the [UK ECC website](#)

The changes don't come into effect immediately, however: Member States now have two years to make these rules into national laws and then a further six months to put them into effect.

This means that although very positive change is on its way, holidaymakers will have to wait a while in order to take advantage of them.

More information is available on the [European Parliament website](#).

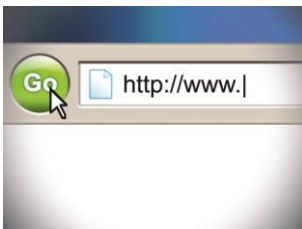
traders are members of a trade association whose membership will dictate that the trader must abide by a decision by an ADR body.

Over the last 20 years European legislation has greatly increased consumers' rights but, with many consumers reluctant to use a court system, these rights often remain unenforced. These new ADR bodies should see more informal, timely and effective alternatives to court.

The reality is that most people don't go to court, so using an ADR body is in many cases an alternative to doing nothing. This is a practical protection for consumers. See the [Chartered Trading Standard Institute's website](#) for more information.

Case study:

Miss R clicked on a link on a Facebook page for a 'risk-free trial' for a beauty mask product before buying. The trader wanted her name and address before she could see any further details. The consumer supplied these, but was not aware of any contract being made.



However, the consumer was sent beauty products from Denmark which she didn't order. The trader then demanded payment of pounds 48.90. Miss R contacted the trader and told him that she didn't place the order and wanted to return the beauty products. The trader responded that as she had completed a form, she was in a contract and then added a pounds10 late penalty fee.

The consumer approached the UK ECC for help. We involved ECC Denmark, who contacted the trader, who agreed to cancel the invoice and let the consumer keep the products too.

UK ECC staff top tip



If you're unlucky enough to buy something this Christmas which isn't up to scratch, then the new Consumer Rights Act may help you to get your money back.

First things first, check the date on your purchase – the new rights in the Consumer Rights Act only apply to goods bought after 1 October 2015, when the Act came into force.

Want your money back? You may have tried to take a faulty item back and been offered an exchange or a credit note. Now, if you buy something that's faulty, poor quality or not fit for purpose, you can return it within 30 days for a full refund.

Poor quality purchase? It can be difficult to prove that something isn't as good as you were expecting. The new Act says that products must match the description given. If they don't, your rights to a refund can come into play.

Delivery not explained? If you're shopping online or with a sales representative at your home, then certain information must be explained to you, including any cancellation rights, delivery charges, delivery restrictions and returns policies. If cancellation information isn't provided, this could extend a right to cancel from 14 days possibly up to a year.

Confused by the small print? In the past, terms and conditions were often tucked away in the small print. Now important terms and conditions must be more prominent, making it easier to know what you're getting in to.

Want more detailed information? Check out the [UK ECC website](#).

Have you seen?

Law enforcement authorities from around the world have developed a new initiative to spot trends and work together to prevent international scams.

The UK's Competition and Markets Authority has announced the unveiling of an improved website to help law enforcement authorities gather and share cross-border consumer complaints. The website has been launched by consumer protection agencies from 34 countries and will be used to take action against unlawful practices. It will enable consumer protection agencies from around the world to detect and combat unlawful practices happening across national boundaries.

To see how your complaint can help this initiative, read [here](#).

Contact us:

[UK ECC contact details](#)

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Disclaimer: Whilst every effort is made to ensure accuracy, the UK European Consumer Centre cannot be held responsible for matters arising from any errors or omissions contained in this publication. The information provided is intended as a guide only and not as a legal interpretation.

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