



Shopping online across the EU

What you should know

Shopping online has risen significantly in recent years, with consumers able to take advantage of the most competitive deals, on a wide range of purchases by contacting traders all over the EU. Like any transaction, internet shopping has risks.

We're here to help.

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If things go wrong

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

New consumer rights came into force on 13 June 2014, with the Consumer Contracts Regulations replacing the old Distance Selling Directive and the Doorstep Selling Regulations.

The Consumer Contracts Regulations mean that consumers have a 14 calendar day cooling-off period, starting as soon as an order is placed and ending 14 days after the goods are received. During this time the 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.

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

- goods should be delivered within 30 days, unless a fixed delivery date is agreed
- traders can deduct money for signs of unreasonable use during the cancellation period

- 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 must be obtained for extra payments such as insurance. Pre-ticked boxes would not comply

Added protection for online purchases also comes from the E-Commerce Directive, which dictates minimum levels of information that a web trader, based within Europe, must provide to consumers. This includes the name of the trader, a geographical address and an email address. The consumer's order must be acknowledged.

Before entering into a contract the UK ECC advises you to:

- thoroughly read terms and conditions
- 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
- ensure the site is secure - look out for the 's' in https.

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.

How the latest EU rights can help you

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



UK European Consumer Centre





**Offering
support and advice
for consumers
shopping across
the EU**

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

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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

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