



European Consumer Centre
DUBLIN

How can I be sure the 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. If you believe your credit card has been used fraudulently you should contact your credit card company. You may cancel any payments made under the contract and are entitled to look for a refund from the credit card company.

Am I protected for all purchases I make online?

No, there are a number of exceptions. These are: purchases from automatic vending machines, contracts for the sale of land, auctions, food and drink delivered to you home or at work by regular roundsmen (e.g. *milkmen, supermarket delivery*), contracts for the provision of accommodation, transport, catering or leisure services where the supplier has undertaken to supply those services by a specific time or date (e.g. *plane, train or concert tickets or hotel bookings*).

Please note that this is a guide only and not a legal text.

The European Consumer Centre is funded by the European Commission and the Office of the Director of Consumer Affairs.



Shopping online – your consumer rights

It should be a shopper's paradise being able to shop around the clock from the comfort of home. You can save time and money by shopping online sourcing bargains from around Europe. With consumer legislation protecting you nothing should hold you back.



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Exposing the most common fears of shopping online:

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

Yes, EU legislation protects you. The Electronic Commerce Act 2000 gives e-signatures, e-contracts and e-documents the same legal recognition as written versions. The Irish implementation of the EU Directive on Distance Selling is SI 207 of 2001 which sets up information requirements and cooling-off periods for distance selling purchases. In addition to this SI 68 of 2003 provides for the free movement of information society services throughout the European Economic Area.*

Would I be safer shopping in the high street?

You have the same rights shopping online as you have in the high street. If you purchase a faulty product in the high street the retailer must rectify the problem. This is also true of an online vendor.

Buying Products and Services online

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

When you purchase online you have a right to return the product or cancel the service within a specific timeframe. This is not the case if you purchase goods in the high street. This is known as the "cooling-off" period.

What happens if the product is broken or damaged when it arrives?

You should inspect the product as soon as you can and if it is broken or damaged you must complain to the vendor immediately. The vendor is obliged to rectify the problem for you. If you receive no satisfaction from the online vendor who is located in another EU country then contact the European Consumer Centre in Dublin (www.eccdublin.ie). ECC Dublin will mediate with the vendor through the ECC network in order to solve your problem.

If your complaint is against an Irish web vendor you should complain to the Office of the Director of Consumer Affairs at 1890 220 229 or www.odca.ie

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

You are entitled to look for a refund of your money. The legislation states the contract must be performed within 30 days of the order being placed, unless otherwise agreed with the vendor.

Terms and Conditions (*Otherwise known as 'small print'*)

Before deciding to purchase online you need to know what you are getting into. Terms and conditions are provided for a reason – read and understand them otherwise you have no idea what you are agreeing to.



Information to be provided on the website

What should I know before buying goods and services online?

The website provider has to give you the following information clearly, comprehensively and unambiguously 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 will be accessible to read on the website
- the technical ways you have to identify and correct errors in the order before placing the order
- 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 you to store and reproduce them.

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

The all important "Cooling-off" period

When you purchase online you are given 7 days after receipt of the good or purchase of the service to make a final decision whether or not to keep the product. If you choose to return the good you are liable for the cost.

The 7 days can be extended if the online vendor fails to give you information on the following:

- Name and address of the vendor
- Main characteristics of the good/service
- Price including taxes and delivery costs and how payment is to be made
- How the good is to be delivered or how the service will be performed.
- That a right to cancel exists and how to cancel the contract
- Minimum duration of the contract
- The length of time you have to enter the contract on these terms
- Cost of communication between parties if its above a basic rate
- Any guarantees and after sales services that are available
- The conditions of terminating 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 goods are delivered or the services performed.

If all the information is not provided in durable form the cooling-off period is extended. Instead of 7 days to decide whether to reject or accept the goods you have 3 months. If the information is provided within the three months your cooling-off period is 7 days.