

## ONLINE SHOPPERS!

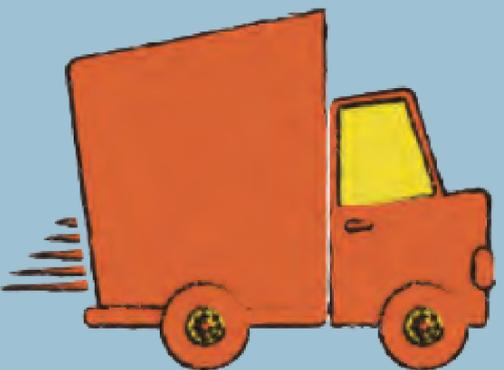
# Driven Demented with Delayed Deliveries?

### You're online shopping...

You want it now, so you splash out and click the luxury button that is 'express delivery'. Alas, your dreams are dashed as you realise that 'next day delivery' really means 'five day delivery'.

### What can you do?

Under the Consumer Rights Directive, you may contact the seller to arrange another date for delivery that best suits you. If the seller still doesn't have your order with you by that date, you can cancel your order and get a full refund. You should receive your refund without undue delay.



### Beware!

Do not let the trader pass you on to the courier company due to deliver your goods. Your contract is based between yourself and the trader, not the delivery company. It is the trader's duty to ensure that you receive your goods. However, in some instances it may be helpful to contact the delivery company should your goods be with them to arrange for delivery at your convenience. This does not take away from the contract you have with the trader.

### But how can you avail of this?

The best first step is to contact the trader directly. You have a right to be informed of the traders complaints handling process, and it is advised that you check this and follow the steps outlined.

### Still not satisfied?

Contact the Competition and Consumer Protection Commission where the trader is based in Ireland. The European Consumer Centre will help you if the trader is based within another EU Country.

# Is Bad Internet Slowing You Down?



**START**

**Has your internet provider trapped you in a costly contract with a slow connection?**

**Do you struggle to load Netflix movies or download emails?**

**Does your WIFI regularly drop in and out?**

*Can I help you?*



**If your internet service isn't fit for purpose, your provider is in breach of Section 39 of the Sale of Goods and Supply of Services Act 1980. If the breach is sufficiently serious, it is viewed as a breach of condition which entitles you to terminate your contract without a cancellation fee.**

**So, what can you do about it?**

**First, contact your internet service provider and log an official complaint. Outline the issues you are experiencing and how they are negatively affecting you. Notify them of your right to terminate your service contract under the 1980 Act.**



**If your provider doesn't offer a solution to your complaint, contact COMREG on (01) 804 9600. COMREG is the statutory body responsible for regulating the electronic communications sector.**

**Provide COMREG with your official complaint number, full details of your complaint and a contact number.**

**COMREG will contact the internet service provider and try to resolve the complaint on your behalf.**

**COMREG aim to have your provider contact you with an appropriate solution within 10 days.**



**FINISH**

# GRAND THEFT AUTO-RENTAL

**Having trouble with your car rental?  
Charged for damage you didn't cause?  
Tired of unexpected surprises upon return?  
Caught by extra or hidden charges?**

## NO MORE BUMPS IN THE ROAD

**Three agencies in particular can be used to deal with complaints you may have with your car rental company.**

### **The Competition and Consumer Protection Commission**

If you feel that you have been misled by a car rental company, the CCPC will be able to advise you on your rights, and instruct you on how to bring a complaint against the car rental company.

### **The Car Rental Council of Ireland**

Many car rental companies in Ireland are members of the CRCI. If complaints to these companies have failed, you may contact the CRCI who has a complaints procedure for its members.

### **The European Consumer Centre**

The ECC can help you bring complaints against car rental companies in another EU country.

## SOME GENERAL ADVICE

### **1. Beware of fuel policies**

If returned empty, you may be subject to extra charges.

### **2. Always check for damage**

Identify any damage after collection and on return.

### **3. Know mileage limitations**

Extra charges may apply for exceeding daily distance limits contained in the small print.





## WHAT ARE YOUR RIGHTS WHEN BUYING ONLINE?

Have you ever made a purchase online that turned out to be faulty? It is important to know that when buying online, you have the same rights as when you shop on the main street, along with some additional rights!

### SALE OF GOODS ACT

Under the Sale of Goods and Supply of Services Act 1980, goods should be:

**1) of merchantable quality**

**2) fit for common purpose, and reasonably durable**

**3) as described**

If the goods fail to comply with any of these three criteria you have the right of a repair, replacement or refund.

A buyer may lose the right to reject the goods where he is deemed to have “accepted” the goods. For example, if the buyer keeps the goods without good and sufficient reason, without rejecting them.

A consumer who has lost the right to reject the goods can have them repaired or replaced.

If this is not done within a reasonable time, you may either reject the goods or have them repaired elsewhere and claim the cost of the repair from the trader.

### Consumer Sales Directive

As well as the Sale of Goods Act, you have rights under the Consumer Sales Directive.

If the goods do not conform to the contract, you may first of all require the trader to repair or replace them. Where this is impossible or disproportionate or where the remedy is not completed within a reasonable period, you may require a price reduction.

### Consumer Rights Directive

The Consumer Rights Directive provides consumers with increased protection when buying online.

When you buy online, you are given 14 days to change your mind. This applies even if the goods are not faulty and you do not need to give a reason. Cooling-off period ends 14 days from the day you receive it.

If you cancel the order because you change your mind, you may have to pay for the cost of returning it. But if the item is faulty, then you do not have to pay for the cost of returning it.

# Bought a faulty laptop- What are my rights?



## De-coding myths

- You do not need a warranty to seek redress for a faulty good.
- A warranty is an additional protection to your statutory protection under the Sale of Goods and Supply of Services Act 1980.
- Although helpful, you do not need a receipt for proof of purchase.

## **K**eys to redress



### Refund

If your product is faulty from the onset you can reject the good and claim a refund.



### Repair

If you don't reject the good, you are entitled to have it repaired or;



### Replacement

Alternatively, you are entitled to a replacement product.



### Reduction

If your good is still faulty, you are entitled to a reduction from the original purchase price.



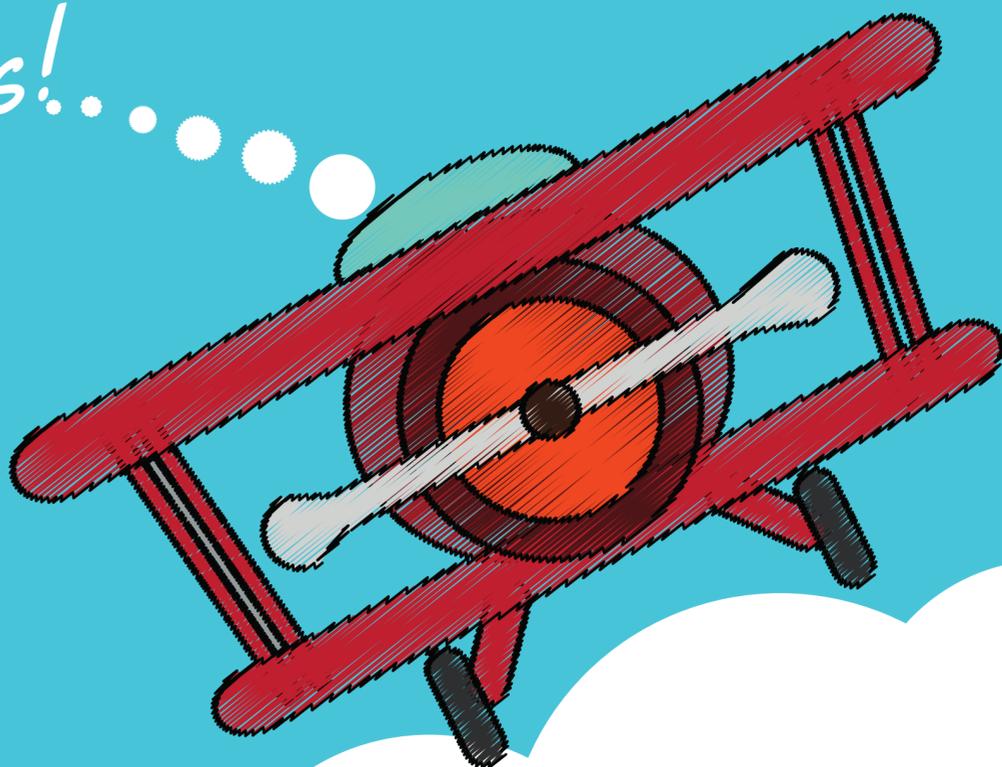
### Remember

Your product should be fit for its purpose, as described and of merchantable quality.

For more information see:

[www.ccpc.ie](http://www.ccpc.ie)

# Denied Boarding On An Overbooked flight? Know Your Rights!.....



## 1. ELIGIBILITY TO CLAIM

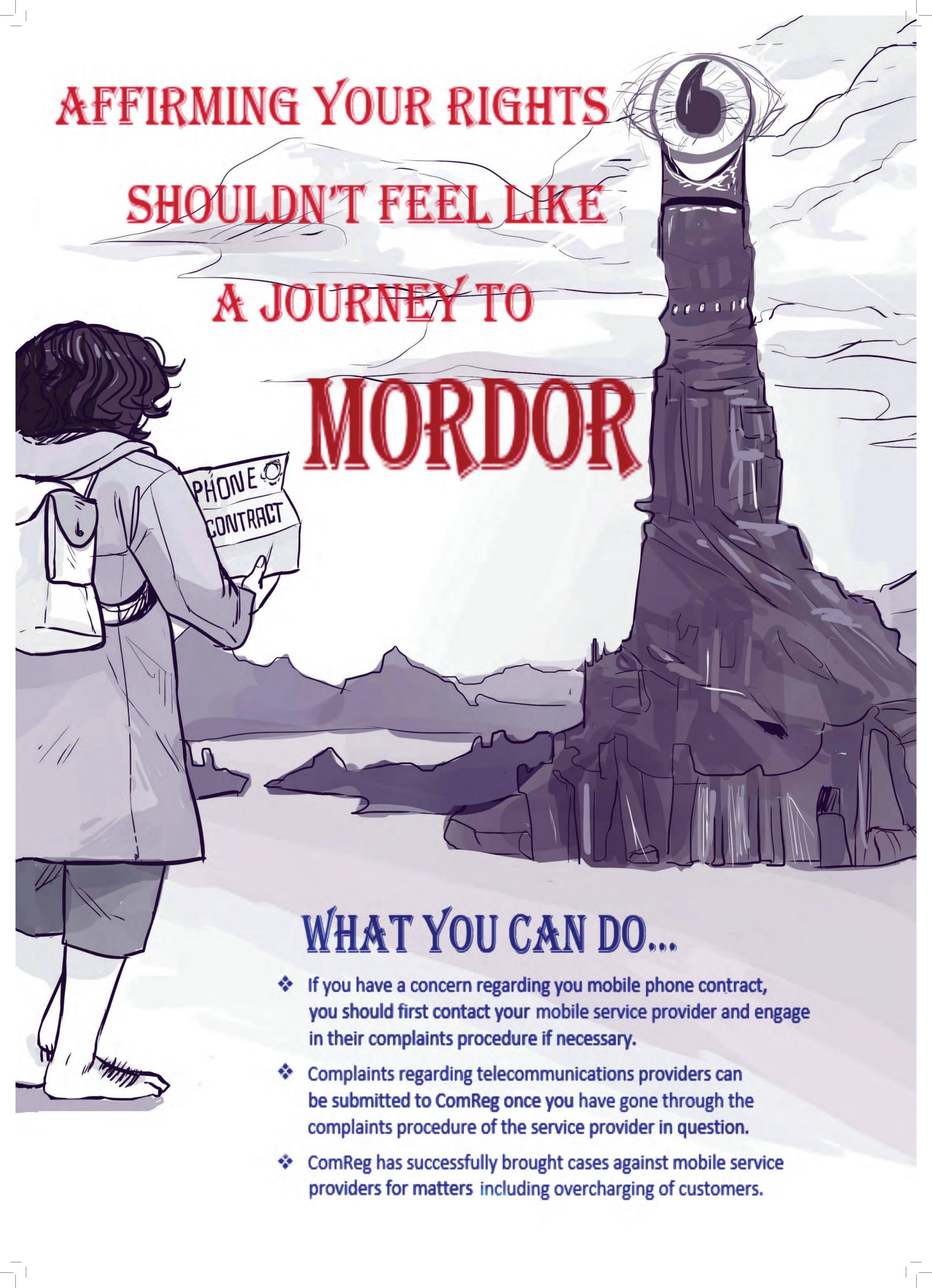
- Regulation (EC) 261/2004 sets out common rules on compensation and assistance for passengers who have been denied boarding of their flights.
- Article 3.2 states that the Regulation applies to air passengers who have confirmed their reservation and have checked themselves in advance of the time specified by the airline. If no time has been specified no later than 45 minutes before the flight's departure.
- There are 2 forms of denied boarding.
- Voluntary denied boarding refers to where a passenger gives up their seat upon agreement or a sufficient compromise. They have rights to re-routing and reimbursement under Article 8 of the Regulation.
- Involuntary denied boarding occurs when the air carrier denies boarding to passengers against their will due to an insufficient number of volunteers. If this occurs you are entitled to compensation under Article 7, and also assistance in line with Articles 8 and 9 of the Regulation.

## 2. RIGHT TO REDRESS

- Article 7 of the Regulation deals with your entitlement to compensation if you are involuntarily denied boarding to your flight. You are entitled to up to €250 if your flight is 1500km or less. For all intra-EU Community flights over 1500km you are entitled to €400. Furthermore, for all other flights between 1500km and 3500km you are also entitled to €400. For flights over this distance you are entitled to €600.
- You are also entitled to be reimbursed or re-routed under Article 8.
- However, Article 7.2 states that if your flight is re-routed within 2 hours of its departure time your compensation can be halved.
- While waiting to be re-routed you are entitled to; meals and refreshments appropriate to the wait time; hotel accommodation in circumstances where an overnight stay is necessary; and transport between the accommodation and the airport. This is addressed in Article 9.

## 3. MAKING A CLAIM

- Claims under the Regulation must firstly be sent to the airline concerned.
- You must know your flight details.
- You must make sure that the airline you are claiming from is licensed within the EU.
- You must also know the distance of your flight.
- Useful online tools can assist you with the calculation of your flight distance.
- If you have made a claim to an airline and they have not responded to you within 6 weeks, or if you are dissatisfied with their reply, you can forward your complaint to the appropriate national enforcement body.
- The national enforcement body for Ireland is the Commission for Aviation Regulation Ireland and is responsible if the flight was set to depart from an Irish airport.
- If you are still dissatisfied after the Commission for Aviation Regulation Ireland give their decision on the matter you are entitled to pursue your claim in the Irish Small Claims Court.
- You can also pursue your claim with the EU Small Claims Procedure. This is an entirely written process and you can claim for up to €2000.



**AFFIRMING YOUR RIGHTS**

**SHOULDN'T FEEL LIKE**

**A JOURNEY TO**

**MORDOR**

## **WHAT YOU CAN DO...**

- ❖ If you have a concern regarding your mobile phone contract, you should first contact your mobile service provider and engage in their complaints procedure if necessary.
- ❖ Complaints regarding telecommunications providers can be submitted to ComReg once you have gone through the complaints procedure of the service provider in question.
- ❖ ComReg has successfully brought cases against mobile service providers for matters including overcharging of customers.