

Other laws that protect your consumer rights

The Consumer Protection from Unfair Trading Regulations 2008 protects you against trading practices.

Unfair trading practices

Unfair trading practices include:

Misleading Actions

A commercial practice is misleading if it gives false information or sets out to deceive consumers.

Example: the mileage on a car has been tampered with to show 80,000 miles when it should be 150,000 miles.

Misleading Omissions

A commercial practice can also mislead if it omits or hides material information or provides it in a manner which is unclear, unintelligible, ambiguous or untimely.

Example: Not stating that an additional charge applies e.g. delivery charges or taxes.

Aggressive Practices

A commercial practice is aggressive if it causes a consumer to reach a decision about goods or services that they may otherwise not have made, had they not been subjected to harassment, coercion or undue influence.

Example: A doorstep trader who pressurises you to pay in cash for home repairs and brings you to the bank to withdraw cash immediately.

In addition, the Consumer Protection from Unfair Trading Regulations 2008 introduced 31 specific banned practices. These include:

- faking credentials e.g. claiming to be a member of the Glass and Glazing Federation when they are not;
- falsely stating that a product will only be available for a very limited time; using scare tactics;
- falsely claiming that a product is able to cure illness, dysfunction or malformations;
- describing a product as 'free' when in fact the consumer has to pay to claim the prize;
- creating the impression that the consumer cannot leave the premises until a contract is signed; or
- including in an advertisement a direct message aimed at children to buy advertised products or persuade their parents or other adults to buy advertised

products for them.

The Consumer Contracts Regulations 2013

The Consumer Contracts Regulations 2013 (Information, Cancellation and Additional Charges) gives you protection before you buy goods, services and digital content (such as downloaded music, e-books and apps). It does this by making it clear what information you need to be given before making the decision to buy.

The law covers sales made in person e.g. in a shop or in your home, or remotely i.e. online, including auction sites and apps stores, or by catalogue.

The law states:

- You must be informed of your cancellation rights before completing the purchase, and if your order is online, you must be supplied with a cancellation form to use if you wish;
- You must be given specific information about any digital download e.g. music, e-book or app including details of functionality and operating system requirements;
- It must be made clear when there is a requirement to pay, so that you are not duped into paying for 'free trials' or subscriptions; and
- Delivery restrictions must be specified at the beginning of the shopping process, for example if an online retailer states there is no express delivery option for Northern Ireland.

Cancellation rights

For distance sales, the law gives you 14 days to cancel from the date goods are delivered or the service contract is agreed. There are exceptions to this, including perishable or custom-made goods. You have the right to cancel a digital download up until the point the digital download process begins.

Refunds to consumers must be issued within 14 days of seller receiving the returned goods.

Refunds for goods bought online, by catalogue, phone or other forms of distance selling can be withheld until the consumer has returned the goods, and traders can deduct money if it appears the item has been used.

When the main contract is cancelled, all related contracts should also be cancelled by the trader, e.g. insurance cover or finance for a mobile phone or sofa.

If a service has begun during the 14 days cooling off period, all labour and materials provided to date will need to be paid for if the customer then decides to cancel the contract.

Hidden costs

The following practices have been banned:

- Only offering premium rate numbers for consumers to contact the trader with a complaint, query or to exercise their cancellation rights. If traders offer the option to telephone them, at least one of their telephone numbers must be charged at basic rate i.e. the normal geographical or mobile phone rate; and
- Pre-ticked boxes when shopping online, e.g. payment for additional options such as insurance and car rental.

Note: It is now against the law for traders to apply a surcharge to payments made by credit or debit card.

Exceptions

There are some types of contracts that these laws do not apply to. These include:

- Business to business contracts;
- Financial services;
- Gambling;
- Items sold on prescription;
- Package holidays, package travel and package tours;
- Timeshare;
- Sale or transfer of property;
- New builds or residential lettings;
- Regular doorstep deliveries such as milk and soft drinks;
- Vending machine sales; and
- One-off telecom connections e.g. public payphones, internet cafes.