

Computer active

Know your rights when shopping online

Shopping online can be convenient and good value – but sadly not all retailers play by the rules. Print out and keep our handy guide to your legal rights and tips for safer online shopping

Online shopping offers excellent value and convenience to British consumers, but some retailers consistently fail to provide accurate information about consumer rights when goods and services go wrong. There are some simple steps you can take to protect yourself.

Before you buy

Although you will sometimes want to buy from a small online retailer, for general and especially large purchases it can be best to stick to recommended retailers and well-known brands.

Be prepared – keep details of the product you ordered. For example, if ordering a computer, note the exact specification, including software, that you have paid for. When the items arrives, check you have everything you paid for.

Check that the website is genuine. Type the web address in yourself rather than using links in an email or from search engines.

Always look for the golden padlock symbol in your browser's address bar. This means a site is secure.

Use the same common sense you apply to high-street shopping on websites – if it sounds too good to be true then it probably is.

If possible, use a credit card rather than a debit card for online purchases. This is because you have more protection if things go wrong, thanks to section 75 of the Consumer Credit Act.

This law says the credit card company is considered to have entered into a contract with you and has equal liability for misrepresentation or breach of contract by the merchant.



On delivery

Once you receive your goods, always inspect them either immediately or as soon as possible after delivery.

If the goods have been damaged in transit, let the retailer know immediately.

Keep all your paperwork including invoices and emails to and from the retailer. We suggest filing these safely in case you need to make a claim at some point in the future.

You can return unwanted goods under the Distance Selling Regulations and the retailer must give a full refund, including the cost of delivery to you. However, you may have to pay the return postage costs if the retailer stipulates this before purchase.

Redress for faulty goods

Goods must be of satisfactory quality and free from inherent faults. If an item is found to be faulty you should inform the retailer as soon as this is discovered. Your contract under the Sale of Goods Act is with the

retailer and not the manufacturer. So don't let the retailer tell you that you have to contact the manufacturer about faulty goods. While contacting the manufacturer can often speed up the resolution of the problem, retailers cannot insist that you must deal with the manufacturer rather than them.

Don't be concerned if the fault doesn't present itself immediately. Some inherent faults don't surface until months, and possibly years, after purchase. You have up to six years (five in Scotland) during which to make a claim under the Sale and Supply of Goods to Consumers Regulations 2002 (as amended).

If an item is found to be faulty during the first six months after purchase, the onus is on the retailer – not you – to prove the goods are not faulty. After this you will have to prove there is a fault. Be aware that the law will not compensate you for what could be considered fair wear and tear of an item.

You can usually demand a full refund if the fault is found within about a month. You don't have to settle for a repair or replacement. If it is longer than a month, the retailer can either repair or replace the item. If this is not possible then it has to offer a refund – this may not be for the full price depending on how long and how much use you are considered to have got from the product.

Retailers can provide equivalent replacements – this means that you may not necessarily receive a brand-new model. The retailer can provide an alternative that is at least as good as the faulty model (this often happens when a model has been discontinued before you report a fault).

If the retailer requires you to send the goods back at your own expense, make a note of the cost. If the retailer admits the item is faulty, it must refund the cost of sending the item in for it to check. This does not apply if the item has been broken through misuse.

Any repair or replacement must be carried out within a 'reasonable time' and not cause the consumer great inconvenience.

Worthless warranty?

A warranty can make it easier for you to get a retailer to fix a problem. However although these are legally binding if they are offered, they do not override statutory laws. Warranties and guarantees are no more than a form of insurance. So if you have a faulty item that the retailer refuses to deal with because it is 'out of warranty', if the fault is inherent you will still be covered by the Sale and Supply of Goods to Consumers Regulations.

Unfair terms and conditions of contract

Some retailers will try to tell you that since you agreed to their terms and conditions you don't have a case. This is not true. Retailers cannot override statutory law. If you think a retailer's terms and conditions are unfair, they may be guilty under the Unfair Terms and Conditions of Contract regulations. Consumer Direct can provide specific advice for your case.

New law

You may have heard about a new law, the Consumer Protection from Unfair Trading Regulations (CPRs) 2007. This deals with unfair commercial practices. So if you think you have been the victim of misleading or aggressive sales practices which caused you to make a different buying decision this law will apply.

Software and other omissions

Some items are not covered by consumer protection law. The most glaring omission is computer software, which is not considered to be tangible 'goods'. Only the media (ie, the disc) that the software is provided on is subject to the law. Damaged discs should be returned immediately. Some items are excepted from the Distance Selling Regulations, including: goods that have been personalised for you, such as engraved jewellery; perishable goods; periodicals; unsealed audio and video products.



Where to go for help

If a retailer refuses to abide by consumer law, you should contact Consumer Direct. This organisation is also the place to go if you have bought from an overseas retailer through a number of bodies such as European Consumer Centres Network (ECC-Net) (www.consumerdirect.gov.uk).

You can register a complaint about an online overseas retailer at www.econsumer.gov. Your information can help the authorities to crack down on dishonest internet traders.

Your local Trading Standard Office can investigate companies (www.tradingstandards.gov.uk). A visit from Trading Standards Officers can be enough to make a company put things right.

Report a company to the Office of Fair Trading (www.oft.gov.uk). It will not take on individual cases but will also investigate serious breaches of consumer law.

As a last resort you can use the small claims court, with fees ranging from £30 for a £300 claim up to £630 for a claim of up to £100,000.

Her Majesty's Courts Services website has useful information if you are thinking about making a claim (www.hmcourts-service.gov.uk/infoabout/claims/index.htm).

Alternatively, you can file your complaint online, which will reduce the fee you will pay (www.moneyclaim.gov.uk/csmco2/index.jsp).

You can ask the court to make the retailer reimburse this cost as well if you win your case.