

# What are my online shopping rights?

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**As a consumer you have the same rights when you buy on the internet as you have when you buy from mail-order companies or any ordinary shop in the UK. Recent European legislation has further strengthened the position of internet shoppers so that you have even more protection than before. Although worries about internet shopping have been exaggerated, this does not mean that buying products on the internet is always going to be problem-free.**

The following guide explains why online shopping is a good idea, how you can reduce the likelihood of problems – and what to do if things go wrong.

## Paying safe



The usual way of paying for goods when shopping online is with a credit or debit card. One of the issues that has concerned prospective internet shoppers, and prevented some people from using the internet to shop at all, is the perceived danger of credit-card fraud. This includes being charged for goods that do not turn up and credit-card numbers being intercepted. Some online shoppers have experienced fraud, but in relation to the number of people who use the internet for shopping, such problems are rare.

The reality is that using your credit card to buy goods online or in any 'distance' contract is a very sensible way to shop because of the extra protection you get. In the unusual event that your card details are fraudulently used, you are entitled to cancel any contract and get a refund of any money paid from the card company. You will not be liable for the first £50 of the loss – which you could be if you had used the card in a face-to-face transaction.

If you're concerned that giving your email address to a trader might lead to a barrage of unwanted junk email, take a look at our guide – **Spam – and how to stop it.**

## Reducing the risks

Although your shopping rights over the internet are the same as with any other form of shopping when you buy from a UK site, it pays to make some checks on the internet trader you propose to purchase from before you part with your money. Because of the 'distance selling' nature of the internet, it is still the case that the few traders who really want to avoid being pinned down can do so fairly easily.

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## Codes of practice

Checking that the internet trader follows a recognised online code of practice is an important way of gaining some 'independent' reassurance that the trader is running his or her business according to standards that meet the needs of consumers. Such standards include basic but crucial details such as the trader giving 'real' contact information on the site – in other words, a phone number and address for queries or complaints – and having a proper complaints procedure. (A PO box number does not count.) Several current codes of practice aim to address the particular problems of shopping on the internet, some of which are run by industry bodies.

## TrustUK

One logo to look out for is the one for TrustUK. This is a non-profit organisation developed by industry bodies and Consumers' Association and is backed by the government. It has been established to provide an official 'hallmark of quality' to sites which follow codes of practice reaching the high standards set by TrustUK.



As the number of retailers selling via the internet continues to grow, so the likelihood is that codes of practice will proliferate and will vary in terms of the level of protection they offer. There is always the danger that a code of practice can be set up and used more as a marketing tool than to provide a meaningful and worthwhile level of shopping security. This is not helpful for consumers. TrustUK has been put in place to guide consumers towards sites that do have meaningful codes of practice.

If you are unhappy with a trader's response to your complaint, you should go to the association or organisation that runs the code of practice to which the trader has signed up. If the problem is still not resolved, you can report the trader and the association to TrustUK.

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## Sites that do their own checks

The main general shopping directory sites as well as shopping channels that are part of larger websites are likely to insist on a set of criteria that traders have to meet if they want to be linked to the site. These criteria may not be as legally binding or as stringent as the codes of practice mentioned above but it is useful to know that the traders have been 'checked out' in some way. The criteria for allowing retailers to become site 'partners' should be displayed somewhere on the shopping directory site.

## How the law protects online shoppers

Whether or not online traders have customer-friendly policies, they still have to abide by the law. Under UK law, the goods they sell must be of satisfactory quality and fit for their purpose. They should match their description and be safe to use. If they are not, you are legally entitled to claim your money back, provided you act within a reasonable time. If you have paid by credit card, you can claim your money back from the credit-card company if the goods cost between £100 and £30,000, as well as from the trader.

European legislation has strengthened and clarified the law relating specifically to 'distance selling' – a term which covers selling via the internet as well as traditional mail-order or telephone selling. In the UK it is called the Consumer Protection (Distance Selling) Regulations 2000.

The law gives you the following rights:

- The right to receive clear information (including the price, tax and delivery charges) about goods and services before you decide to buy
- Confirmation of this information in writing when you buy
- A cooling-off period of 7 working days in which you can withdraw from the contract (this does not apply to certain categories of goods including food and flowers or to CDs, videos or DVDs that have been opened)
- Protection from credit-card fraud – credit-card companies are legally obliged to reimburse you if your credit-card details are fraudulently used.

Buying from a non-European Union site can be more complicated if something goes wrong as different laws may apply. Policies vary between card issuers and many argue that they are not liable for overseas purchases. In practice, most will consider claims for up to the value of the purchase. They will not necessarily pay for consequential loss, however. It is worth reading the small print of your credit card agreement carefully.



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## When things go wrong

Your rights concerning goods bought via the internet are broadly the same as if you had bought them from a high-street shop.

### Faulty goods

If your goods arrive and you are unhappy with them because they are faulty or damaged or simply not as described on the site, notify the seller as soon as possible. If a fault in a product appears in the first six months, you can get a repair or a new one, unless the retailer can prove that the product wasn't faulty, or couldn't reasonably be expected to last that long. Otherwise, you may be entitled to some or all of your money back, depending on the circumstances. If the fault appears after six months, it is up to you to prove that the product was faulty when you bought it and should have lasted that long.



Give the seller all the relevant information you can, including the date of your order, order number, amount paid and method of payment, the reason for your complaint and how you would like your claim resolved. Put the complaint in writing to the head office if necessary and keep copies of letters and emails, and notes of telephone conversations. The same basic rules apply if you have used the internet to buy a service. Remember, too, that you have extra protection if you buy using a credit card because you can make a claim against the credit card company rather than the seller.

If you are unhappy with the way the seller is dealing with your complaint, check to see whether he or she is a member of a trade association and approach that association. If the TrustUK logo is displayed on the website, the organisation can also get involved (click on the logo on the site for instant access). If you feel your complaint has still not been fairly resolved, approach your local Trading Standards department. The address and phone number will be in the phone book under your local authority or you can find it online by visiting

<http://www.tradingstandards.gov.uk> and entering your postcode.

If you are unhappy with the description of a product given in an advert on a website

you can also complain to the Advertising Standards Authority (ASA). Adverts on UK internet sites are covered by the British Codes of Advertising and Sales Promotion, which are administered by the ASA and which require all adverts to be 'legal, decent, honest and truthful'.

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## If your order is not delivered

The Distance Selling Regulations state that unless you have agreed a longer time, the goods must be delivered or the services performed within 30 days of your order. If this does not happen, you can cancel the order and get your money back. This does not apply if you order something in person (for example, in a shop) in which case you may need a specific delivery date.

**Remember that a subscription to Which? Online gives you all the information you need for safe online shopping - from choosing the most reliable products and services to news about the consumer legislation that protects you.**



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