

*Wishing  
you a great  
festive season*

In time for the holiday season, for the last edition of the European Consumer Centre Malta Newsletter, we will be giving some advice about what to look out for when browsing online for gifts and personal shopping. This edition will also highlight our latest publication on 'Digital Content', as well as the last Joint Project launched by the ECC Network about Subscription Traps.

## Shopping for Gifts Online

Now that the festive season is with us, a lot of people turn to online shopping to order the gifts for their family and friends. Apart from having a wider choice of products, offers and prices, the consumers can do this from the comfort of their home saving both time and money. However, consumers must be aware of their rights and obligations in order to avoid disappointments and also avoid suffering an economic loss.

When shopping online, one must remember that the goods ordered may take time to arrive, especially during such busy periods. It is thus always recommended that consumers start their online shopping as early as possible so that they would leave enough time for the goods to be delivered and avoid any disappointments. Under the Consumer Rights Regulations, traders, however are still obliged to deliver the goods within 30 days, if no date of delivery is given. If such obligation is not met, the consumer will be able to either ask for

a new product to be sent or else cancel his order and be refunded the money paid.


Online shopping gives the consumers the right for cancellation if they change their mind about their purchase, without the need to justify their decision. Such period gives the consumer 14 days to cancel the order from when the goods are delivered. However, one must keep in mind that this cancellation right is not applicable to all transactions. For instance, this

right does not apply to perishable goods, for the supply of newspaper and magazines and personalised goods which are made according to the consumer's specifications.

The following are also some tips in order to shop online safely:

- **Know who you are dealing with** and make sure that all the necessary information, such as the trader's address and the detailed description of the product, is available. Never rely





on an email address only. Also, never assume that the trader is based in the country indicated by the web address. For example, a website ending in .co.uk does not necessarily mean that the trader is based in the UK. Remember that in order to be able to lodge a complaint with the ECC, the trader needs to be based in one of the EU countries, Norway or Iceland, otherwise, European consumer protection rules would not apply.

- **Do your homework** well before ordering the products. If you are purchasing from a trader for the first time, do some background research before and check out the reviews left by other consumers. Make sure that the website has not been set up recently. Fraudulent sites come and go quite easily.
- **Use safe payment options** and check that the trader accepts different types of payment. Never accept to buy from a trader that

gets paid only through a Postal order and never send cash or use money wiring services. Funds sent this way are untraceable and consumers have no recourse if something goes wrong.

- **Understand your commitment.** Always read the information provided, especially the small print and know exactly what you are agreeing to. Ensure you are aware of the trader's cancellation and returns policies.

## Case Study

A Maltese consumer purchased a mobile phone from an online trading platform based in Luxembourg. During the first month of use the mobile phone stopped working properly, in that it could not find reception. The consumer decided to contact the trader to inform him about the mobile phone problem and to ask for a remedy. Unfortunately the trader did not reply to the consumer's request. It was at this stage that the consumer decided to contact the ECC for further advice.

Upon reviewing the consumer's case, ECC Malta shared the consumer's case with ECC Luxembourg as the Centre where the trader is based for their intervention. Following mediation, the trader replied by saying that they are unable to replace the mobile phone and therefore offered a full refund upon the consumer returning the faulty mobile phone. The trader provided also a link where the consumer can print a return label together with the instructions for sending back the phone. In his e-mail the trader also confirmed that any shipping costs incurred by the consumer to send back the phone will be refunded upon presentation of the receipt. The consumer followed the instructions given by the trader and the mobile phone was sent



to the trader. Upon receiving the mobile phone and the receipt of the shipping costs the trader refunded the consumer in full. That is the amount of €210 representing the purchase price of the phone as well as the €9 shipping costs incurred by the consumer to send the phone back.

### What to do in the case of receiving faulty goods?

The trader must deliver goods which are in accordance to specifications and which are fit for the purpose for which goods of the same type are normally used. Thus if these conditions are not met or goods are faulty, the consumer can ask for either repair or replacement. Such remedies must be provided to the consumer free of charge and within reasonable time.

However, one needs to make a distinction between when sending the goods back, exercising the right of withdrawal and sending the goods back because they are faulty. In the latter situation the consumer is entitled to recover the shipping costs whilst when exercising the right of withdrawal the consumer must bear the costs of returning back the goods unless trader failed to inform the consumer.

As a general rule, it is also advisable that when purchasing goods online through online market platforms, it is important to make sure that you are purchasing from a professional seller rather than from a private individual. Purchasing from private individuals will reduce your rights considerably, since such transactions are not covered by consumer legislation.



# Digital Content Leaflet

Last month, ECC Malta published a new leaflet about **Digital Content**. This aim of this leaflet is to provide general information about digital content, such as what can be classified as digital content whilst giving information about what the law states when it comes to **Digital Content** and what are the rights of consumers when buying such content.

Furthermore, consumers can find information about Geoblocking and the rules that have been proposed to try and eliminate this concept. This term refers to the restrictions which undermine online shopping and cross-border sales. Such concept limits the possibility for consumers and businesses to benefit from the advantages of online commerce. The Commission created the *Digital Single Market Strategy* in order to prevent unjustified geoblocking and a legislative proposal was made after assessing the responses from a public consultation held in 2015.

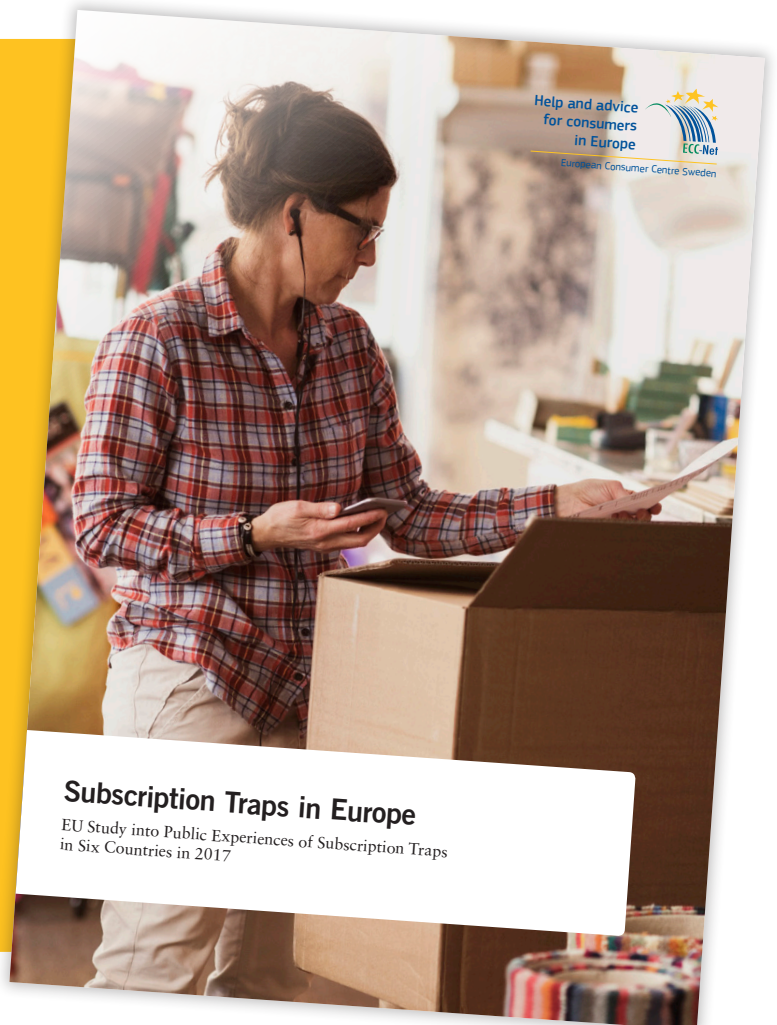
This leaflet can be obtained either from the ECC-Malta office in Valletta or by clicking on the picture



# Consumers must oppose online traps

**European consumers are increasingly exposed to intrusive and misleading ads online. It is important that they adopt a more critical approach to these offers so they don't end up paying for unwanted goods or subscriptions.**

Intrusive marketing offering free trial packages or cheap deals appears more and more on social media and as pop-up ads. These pushy ads lure European consumers into making impulse and poorly thought out purchases or even unsolicited purchases. However, if a consumer is bound to an offer without giving one's explicit consent the deal can be considered misleading and not binding. And so, it is important that consumers actively reject these imposed deals. This topic of subscription traps was studied in a joint project of the ECC Network. The outcome of this joint project is a short video clip that with a simple and humorous approach reveals some features of these traps. The purpose of the clip is to enable consumers to better identify these online traps. The short clip can be accessed [here](#). Additionally, the copy of the report can be downloaded from [here](#).



**European Consumer Centre Malta**

**This newsletter is brought to you by the European Consumer Centre Malta**

This newsletter is part of the action 670694 — ECC-Net MT FPA which has received funding under a grant for an ECC action from the European Union's Consumer Programme (2014-2020). The content of this publication represents the views of the author only and it is his/her sole responsibility; it cannot be considered to reflect the views of the European Commission and/or the Consumers, Health, Agriculture and Food Executive Agency or any other body of the European Union. The European Commission and the Agency do not accept any responsibility for use that may be made of the information it contains. **Disclaimer:** Whilst every effort is made to ensure accuracy, the European Consumer Centre Malta cannot be held responsible for matters arising from any errors or omissions contained in this publication. The information provided is intended as a guide only and not as a legal interpretation.