Buying goods and services within Europe

What the law says

Generally, when you buy goods or services from a seller in a member country of the European Union (EU), your rights depend on what the law says in the country where the seller is based. However, your consumer rights are similar in most EU countries because consumer law in each EU country is similar.

The areas where your rights are most likely to be similar are:

- unsafe or dangerous goods
- package holidays
- overbooking of air transport
- misleading advertisements for goods or services. To complain about a misleading or offensive advert, contact the Advertising Standards Authority (ASA)(see below).

You have **both** UK statutory rights and the rights of the country where the seller is based if you signed a contract for goods or services with a seller based in another EU member country, the seller advertised in the UK and you concluded the contract in the UK. An example of this situation is if you bought shoes from a mail order company based in Italy, you saw the advert in a UK magazine and you sent the order from the UK. Another situation is if the seller received your order while in the UK. These rules also apply if you bought goods or services in another EU member state during an excursion organised by the seller to encourage you to buy goods or services - for example, you bought wine in France while on a wine-tasting trip organised by the wine seller.

You will **not** usually be entitled to UK statutory rights as well as those of the country where the seller is based if the contract involves:

- a service which is not normally provided in the UK
- transport (although there are some exceptions to this, including package travel contracts)
- insurance
- land or property, for example, buying or renting an apartment. Generally, the laws of the EU member state where the property is based will apply. However, there are specific rules about timeshare agreements.

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Buying on the internet

If you buy something from the internet website of a company based in another EU member state, in most cases you will have the same statutory rights as if you had bought it from a seller based in the UK. There is a voluntary membership scheme for traders throughout the UK who use websites to sell goods and services. This is called the Euro-Label scheme and members must comply with a code of conduct. If you have a dispute with a trader who is a member of the scheme, you could use the Euro-Label dispute resolution scheme. There is more information about this scheme on their website – www.euro-label.com.

VAT

Usually, you will not have to pay additional VAT or other tax when you buy goods in another EU country and bring them back to the UK. There are some exceptions so it's a good idea to check before you buy. Special rules apply for some goods, including new and nearly new cars, motorbikes and boats. To find out more about these rules, go to HM Revenue and Customs website at: www.hmrc.gov.uk. You can also phone the HMRC National Advice Service on: 0845 010 9000.

When a new or used vehicle is brought into the UK for permanent use on UK roads, any VAT due must be paid or accounted for to HM Revenue and Customs (HMRC). From 13 April 2013, this must be within 14 days, using a system called Notification of Vehicle Arrivals (NOVA). A vehicle can't be registered until this has been done. To find out more, go to HR Revenue and Customs website at: www.hmrc.gov.uk.

What to do if goods are faulty or the service unsatisfactory

If goods are faulty or a service is unsatisfactory, you may be able to return your goods and get your money back, or insist on a service being put right. This depends on the law in the country where the seller is based.

Guarantees

The goods or services may come with a guarantee. It depends on the law of the country where you bought the goods or services whether the guarantee is enforceable. In practice, it may be possible to get a repair or replacement under a guarantee if the manufacturer has a firm in the UK and the guarantee is enforceable.

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How to solve your problem

As soon as you discover a problem with the goods or services, you should contact the seller. The following steps should solve your problem:

- stop using the goods
- find your proof of purchase. A credit card statement, till receipt or confirmation of your order will do
- if the goods in question are dangerous, you should report the matter to the Citizens Advice consumer helpline on 0845 404 0506
- contact the seller. Write explaining what the problem is and what you want, a refund, replacement, repair or compensation. Enclose copies of your proof of purchase or service agreement. Instead of writing, you could use the European consumer complaint form which lets you describe the problem by answering multiple-choice questions. Using the form avoids the need for translations. You can get a copy of the form from your CAB or you can download it from the internet by going to the Redress: Asserting Consumer Rights section at http://ec.europa.eu/consumers/index_en.htm and then searching for the 'consumer complaint form'
- if you are not satisfied with the response, find out if the seller is a member of an organisation which offers a conciliation or mediation service. If you use this service, any decision may be legally binding and may prevent you taking court action. If you want advice about the implications of using a conciliation service, contact the trade association concerned or you can obtain advice and assistance from the network of European Consumer Centres (see below for contact details).

If you paid by credit card

If you paid for the goods on credit, for example on a credit card, you might find it easier to make a claim against the credit company instead of the seller. The credit company may be responsible for any problems with the goods under a rule called equal liability. The goods must usually have cost more than £100 and not more than £30,000 for the rules about equal liability to apply

Taking court action

If all else fails, you might have to consider court action. Write to the owner or manager of the company, repeating your complaint and giving them fourteen days to resolve the problem after which you will consider taking legal action. Send the letter by recorded delivery. Keep copies of all your letters and a note of any phone conversations you have about the problem.

if the seller makes you an offer, you can either accept or continue to negotiate. Be realistic about what you decide to accept. You may not get a better offer by going to court.

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If the seller does not respond, refuses to do anything, or makes a final offer you are unwilling to accept, your only other choice is to go to court. Remember court is your last resort. Before starting court action, you need to consider whether you have enough evidence. You also need to find out if the seller is solvent. It is not worth suing someone who has no money.

There is a cross-border procedure that you can use to make a small claim for unsatisfactory goods or services from a seller based in another EU country. For more information about the procedure in England and Wales, you can get a copy of a leaflet from the Ministry of Justice website at: www.justice.gov.uk. The leaflet is called 'Making a cross –border claim in the EU.'

If you have lost money because of goods or services bought in Europe, don't waste more money on a case you can't win.

Organisations that deal with complaints about EU consumer matters

Advertising Standards Authority (ASA)

In most EU countries, adverts for goods and services have to be legal, decent, honest and truthful. The ASA is a member of the European Advertising Standards Alliance and can pass on complaints about adverts in other EU countries to the relevant organisation. The contact number of the ASA is: 020 7492 2222.

European Consumer Centres

There is a network of European Consumer Centres (ECC) in many of the EU member states which provide information about consumer law and the procedures for enforcing consumer rights. They can also take up your complaint with a seller, advise you about and refer you to approved Alternative Dispute Resolution bodies through a clearing house.

To find out more about ECCs, go to the UK European Consumer Centre website at: www.ukecc.net, or call 0845 6040503.

Other fact sheets that may be helpful

- The European Union
- Services
- Overbooking (Holidays/travel)
- Goods
- Package holidays
- Starting court action
- Guarantees
- Credit
- Timeshares

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statement of the law on the subject. Please also note that the information only applies to England, Wales and Scotland.

This fact sheet was last updated on 14 February 2013, and is reviewed regularly. If it is some time since you obtained this fact sheet, please contact your local Citizens Advice Bureau to check if it is still correct. Or visit our website - www.adviceguide.org.uk - where you can download an up-to-date copy.

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