

Consumer rights when buying goods and services



Operational Programmes II – Cohesion Policy 2007-2013
Empowering People for More Jobs and a Better Quality of Life
Project part-financed by the European Union
European Social Fund (ESF)
Co-financing rate: 85% EU funds; 15% National Funds





The Consumer Rights Regulations

The Consumer Rights Regulations strengthen consumer rights when they buy goods and services. This legislation stipulates that before consumers are bound by a sales contract they should be provided with the following information:

- the main characteristics of the goods or services;
- the name, address, and telephone number of the trader;
- the total price of the goods or services;
- where applicable the arrangements for payment and delivery;
- where applicable the duration of the contract and the conditions for terminating the contract

Traders are also obliged to inform and remind consumers about the existence of a two year legal guarantee of conformity for goods.



Delivery of goods

If the trader agrees to deliver the good within a specific delivery date and fails to carry out delivery on or before the agreed date, the consumer may terminate the contract.

When no specific delivery date is agreed upon at the time of sale, the trader is obliged to deliver the goods ordered to the consumer without undue delay and not later than thirty (30) days from the conclusion of the contract. Should the trader fail to deliver the good within the thirty (30) day period, the consumer shall ask the trader, by means of a durable medium, to make the delivery within an additional and appropriate period of time. If the trader still fails to effect delivery, the consumer may terminate the contract.





Fees for the use of means of payment



Traders cannot charge consumers more for paying by credit card, or other means of payment, than what it actually costs the trader to offer such means of payment.

Where traders operate telephone hotlines, allowing the consumers to contact them in relation to the contract, the charge cannot be more than the basic telephone rate for the calls.



Buying goods during 'Sales'

During 'Sales' consumers' rights are neither reduced nor diminished. Even though the selling price is reduced by the seller, consumers may still claim a remedy if the product purchased either results defective or it does not conform to the contract of sale.



Buying 'seconds' or 'shop soiled' goods

Consumers cannot claim compensation or remedy for damages or defects they knew about during the sale. If however a different defect develops after the sale, the seller is still liable to provide a remedy for the hidden defect.





Returning unwanted goods



When consumers change their mind about a purchase, the law does not provide any remedies. In these situations consumers have to rely on the goodwill return policies of retailers. During 'Sales' such return policies may be suspended or restricted. It is the consumers' responsibility to check about the applicable return policies before concluding a sale.

Where applicable, consumers should also be informed about the conditions of return. Such as for instance, the time limit by when goods must be returned; whether there is the need to present the proof of purchase; and the kind of solutions the shop offers.



Purchasing Services

Before engaging someone to carry out a service, consumers should first shop around and compare quotes. Consumers should also compare the quality of the service that will be provided and the reputation of who will provide the service.

The contract of sale should include the details of the trader; a description of the service being purchased; the total price; the method of payment; and the time-frame when the service will be carried out or completed.



Consumers are entitled to expect that the service they are paying for is carried out with reasonable care and skill. The service must also be provided within the agreed time-frame or within a reasonable time if no specific date was agreed upon. The service must also be provided at the cost agreed.

Once a service is booked or ordered consumers cannot simply change their mind and cancel the order. The right of withdrawal only applies to services bought through distance sale, such as for example: by telephone, email, or through a website. The cooling-off period also applies to contracts concluded away from the business premises of the seller.



Unsatisfactory Service

When a service is not carried out properly or as agreed to, consumers should complain immediately and request a solution. The service provider must always be given the possibility to put things right. If the problem cannot be solved, or the service provider refuses liability, then consumers may file a claim for compensation.



Deposits



A deposit is usually paid as a part-payment to secure the purchase of a product or service. It also entails a commitment between the buyer and seller to conclude the sale agreed on. Such deposit is usually lost if the consumer decides not to continue with the purchase.

On the other hand, such deposit is returned to the consumer if the seller does not honour his part of the agreement and does not provide the product or service agreed.



Amount of deposit paid

Consumers should always try and negotiate to pay the least possible amount of deposit. Should a problem with the purchase crop up, the consumers' strength very often depends on how much money they still owe to the trader.

Information, Education & Research Directorate
Office for Consumer Affairs
The Malta Competition & Consumer Affairs Authority
Mizzi House, National Road
Blata-I-Bajda

Freephone 80074400/23952000
E-mail: fair.trading@mccaa.org.mt
Website: www.mccaa.org.mt

**TRUST
YOU**
MCCA A 2014

MALTA COMPETITION AND CONSUMER AFFAIRS AUTHORITY