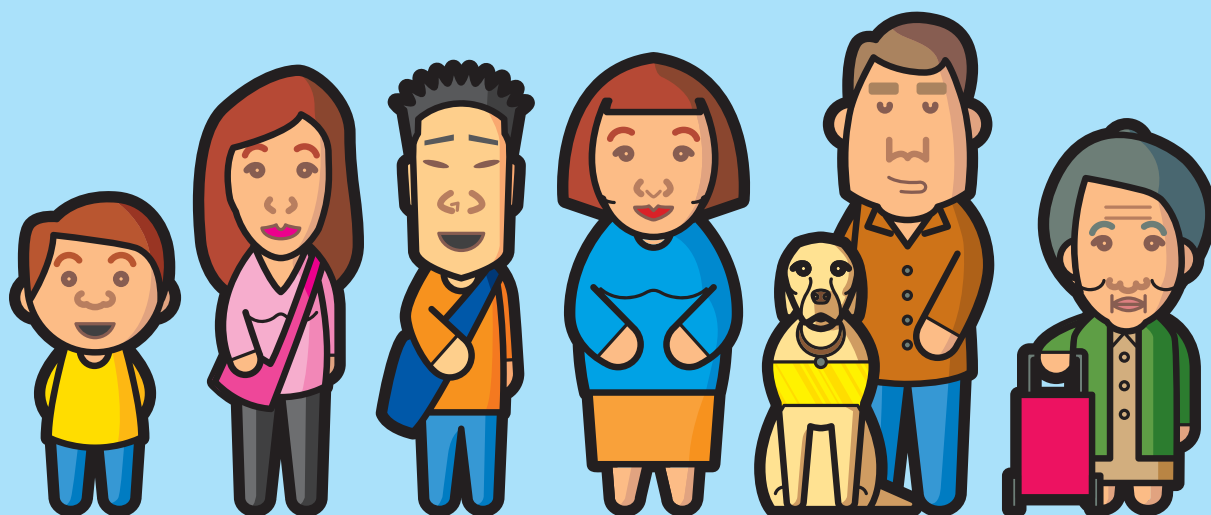




shop around



Notes for Presenters

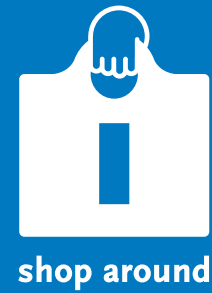
an entertaining approach to consumer affairs

www.shoparound.org.uk



The Consumer Council

Notes for Presenters



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Acknowledgements

Shop Around has been developed with the help and expert advice of many individuals, community organisations and consumer bodies. Particular thanks goes to those who evaluated the draft materials and exercises.

Foreword

The Consumer Council knows we'd all be better off if we knew more about our consumer rights and responsibilities. That's why we developed this web resource.

The Consumer Council is an independent consumer organisation and our aim is to make the consumer voice heard and make it count.

Shop Around is designed to help you know your rights and answer everyday consumer queries, for example:

- My television has broken after five months, what are my rights?
- I bought a coat online but it's too big and I don't want it. Can I get a refund?
- Does a full washing machine load use more water than doing two half loads?
- How can paying by credit card help if the company you've ordered goods from goes bust?

Whether it's managing your money, living sustainably, recognising a scam or knowing where to go for expert help, Shop Around is a fun and informative way to learn about consumer issues.

I hope you enjoy using Shop Around – we'd welcome your feedback
www.shoparound.org.uk/feedback

JOHN FRENCH
Chief Executive, the Consumer Council

Shop Around

Introduction

The Consumer Council has produced Shop Around to help consumers become more aware of their rights and responsibilities in an informative and fun way.

What is Shop Around for?

Shop Around deals with many familiar household issues and consumer problems – whether you're out shopping, organising work to be done in the home or buying goods online.

Who is Shop Around for?

Anyone can use Shop Around. You might be a teacher; youth worker; voluntary or community group leader; or an individual interested in raising your consumer skills.

Exercise 1: Team Quiz

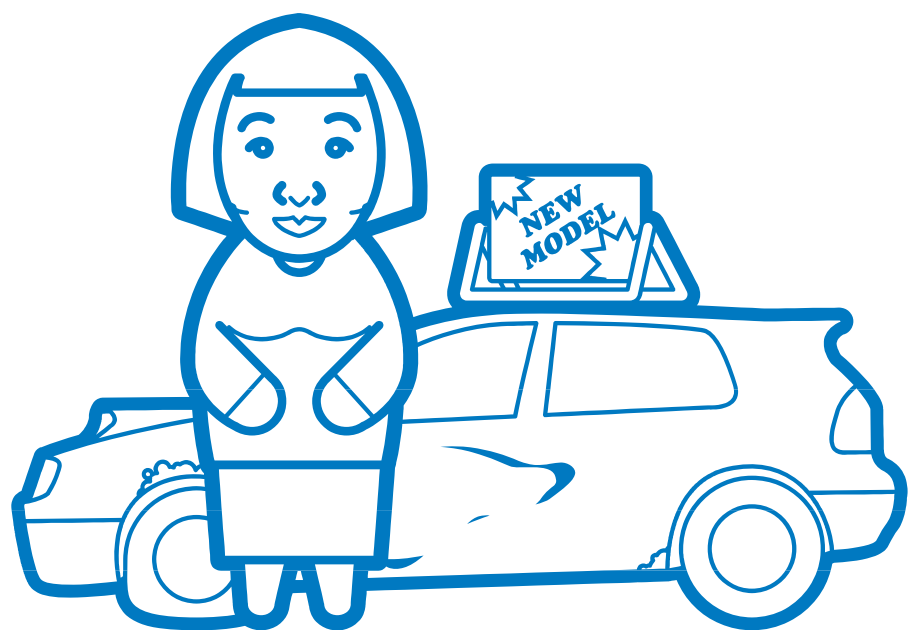
Introduction

The team quiz has seven topic areas: Dodgy Deals; Expert Help; Money Matters; A Night on The Town; Shopping; Online Shopping and Sustainability. Most topics contain three levels of questions: 1, 2 and 3, with Level 3 being the most difficult. Online Shopping and Sustainability only have Levels 1 and 2.

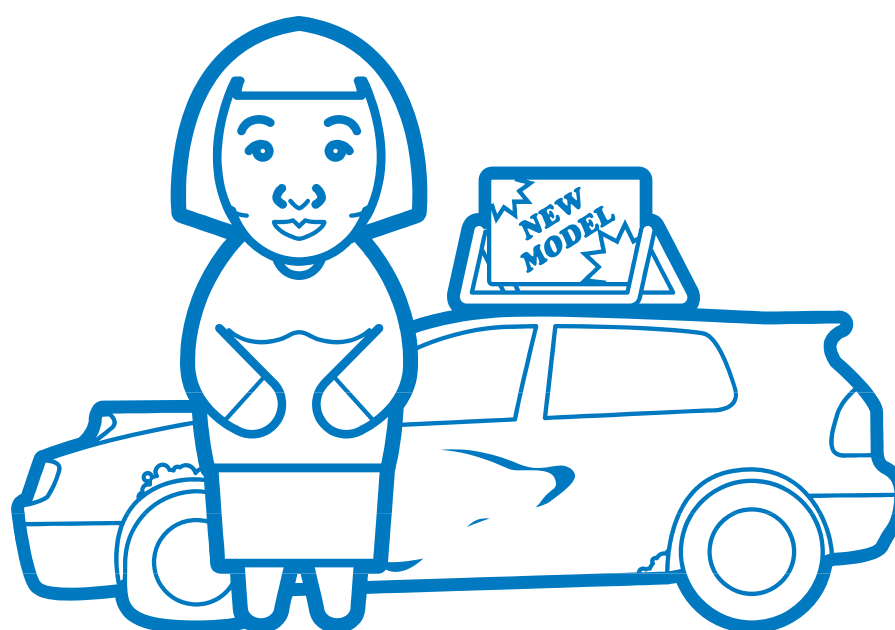
Instructions

1. **Arrange your group into teams, ideally four to six.**
2. **Ask each team to give themselves a team name, perhaps shops e.g. Argos, Boots, Currys, Dunnes, Easons etc.**
3. **Nominate someone to record the scores and keep a running total. (You can stimulate some rivalry by announcing the scores at the end of each round!)**
4. **You can download a quiz sheet for each topic which has the questions and a space provided to jot down the answers.**
5. **Begin the quiz by choosing a topic and level of difficulty (from 1, 2 or 3). Read each question slowly and clearly – twice. Allow a little time for the groups to decide their answer before going on to the next question. If you are giving out photocopies of the rounds, then allow five minutes for completion of each round.**
6. **At the end of each round, ask the teams to mark their own answers against the answers you read out.**
7. **Time your quiz to stop after 45 minutes. It does not matter if you have not completed all the rounds, but do finish the round you start.**
8. **Total up the teams' scores and announce the winner!**

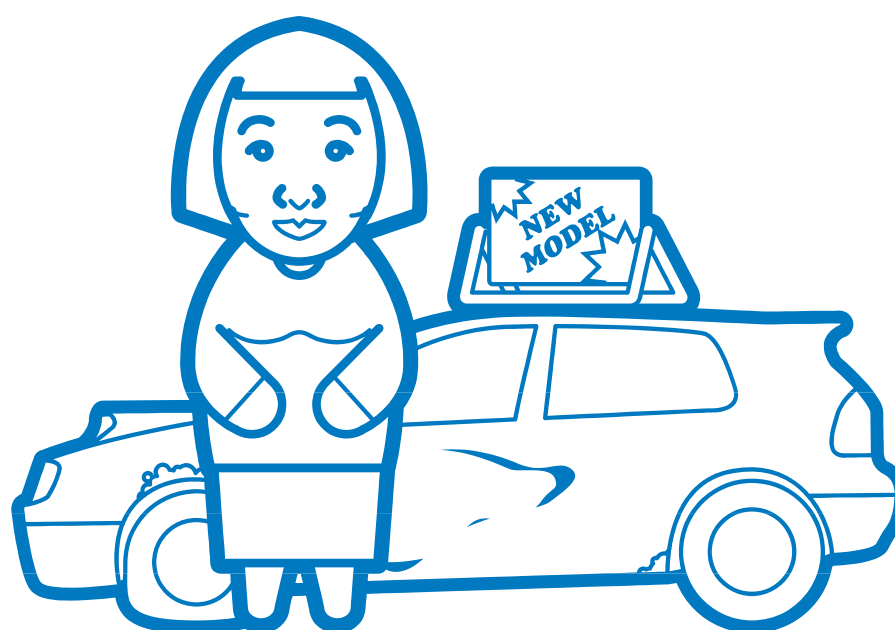
1. Is it a criminal offence to sell fake goods at a market?
Yes
2. Is it a criminal offence to buy fake goods at a market?
No
3. What should you do with an email offering a big cash prize that asks you to send a small sum to register your name?
Delete it from your inbox. These offers are rarely genuine. You can report scams by telephone and email to Consumerline
4. A company sees that you're advertising to sell your car and says it has 35 potential buyers that they can put you in touch with for a fee. What should you do?
Agree to nothing. This is most likely a scam. You can report scams by telephone and email to Consumerline
5. What does a 'T' in a classified advert for a second-hand car stand for?
Trader's advert. You have more protection from consumer law if you buy from a trader rather than a private seller
6. If a car is clocked what does that mean?
The car's mileage clock has been tampered with to reduce the reading. This is against the law and should be reported to Consumerline
7. An advert gives you the chance to earn extra cash by making jewellery at home from kits. The company wants a deposit of £50 for the kits. You enjoy crafts and could do with the cash. What should you do?
Hold on to your money. These manufacturing offers are often scams. You can report scams by telephone and email to Consumerline
8. Name two metals that must be hallmarked?
Gold, silver, platinum



1. Is it a criminal offence for a trader to give away fake goods?
Yes
2. What marks are registered in the patents office?
Trademarks
3. If you get a scratch card and find you've won a prize on condition you phone a number to check your win, what should you do?
Put it in the bin. These offers are rarely genuine and you will probably have to make an expensive telephone call to a premium rate number to claim your 'prize'. You can report scams by telephone and email to Consumerline
4. What standard of quality can consumers expect if they buy a car privately from a person who is not a trader?
None. If you buy from a private seller the only condition that applies from the Sales of Goods Act 1979 is that it must be 'as described'. It does not have to be of 'satisfactory quality' or 'fit for purpose'. This is why some rogue traders pose as private sellers
5. Timeshare Agreements must give you how long to change your mind and cancel the contract?
You have a 14-day cooling off period in which you can withdraw from the contract without penalty
6. Can a car with an electronic odometer be clocked?
Yes, and quite easily
7. What should you do if you see a website selling tickets at a bargain price for a concert you thought was sold out months ago?
 - (a) Snap them up quickly and tell all your friends!
 - (b) Buy them on your credit card just in case they're too good to be true
 - (c) Be very cautious, this could be a scam. Run some background checks about the website before parting with any money**Answer (c)**
8. Northern Ireland consumers lose approximately how much every year on bogus lotteries, prize draws and other scams?
 - (a) £25 million
 - (b) £50 million
 - (c) £75 million
 - (d) £100 million**Answer (d)**



1. Does the Consumer Rights Act 2015 apply to second-hand goods sold at an auction?
Yes – but only in cases where consumers cannot attend the auction in person e.g. internet auctions where you buy from trade sellers
2. What organisation controls mailing lists in order to reduce unwanted junk mail?
The Direct Mailing Association via the Mailing Preference Service
3. If you join a holiday club anywhere in the European Economic Area, how many days do you have to withdraw from the contract without any penalty?
14 days
4. What should you do about an advert offering you the chance to work from home and make easy money by addressing and mailing envelopes?
Ignore it as these are usually scams. You can report scams by telephone and email to Consumerline
5. A phone call from a very well-spoken American tells you that your lottery ticket on the Australian lottery has come up. He needs £500 to get £50,000 delivered to you by courier. What should you do?
Put the phone down, this is another scam. You can report scams by telephone and email to Consumerline
6. Why is a fridge magnet a useful thing to bring if looking at a second-hand car?
If the magnet doesn't stick to the car, then you know body-filling material has been used on the vehicle
7. If you bring an engineer to inspect a used car at a garage, who is liable for any faults that the engineer missed?
The engineer
8. What rights do you have if the colour from your counterfeit rugby shirt runs in the wash?
None (the contract is illegal)



1. If a shop sells you a meat pie past its use-by date, where should you complain?
The Environmental Health Department from the local Council which covers the shop's area
2. Which company operates public transport in Northern Ireland?
Translink
3. If the coalman delivers less than he charges you for, where should you complain?
Consumerline who will refer the complaint to Trading Standards Service
4. What does the Northern Ireland Ombudsman investigate?
Official Bodies, Health Boards, etc
5. What does the Mailing Preference Service do for consumers?
It stops most junk mail reaching your home
6. What do the initials CCNI stand for?
Consumer Council for Northern Ireland
7. ABTA is the trade association for which profession?
Travel Agents
8. If you are dissatisfied with the service provided by your gas company, who can help you?
Consumer Council for Northern Ireland



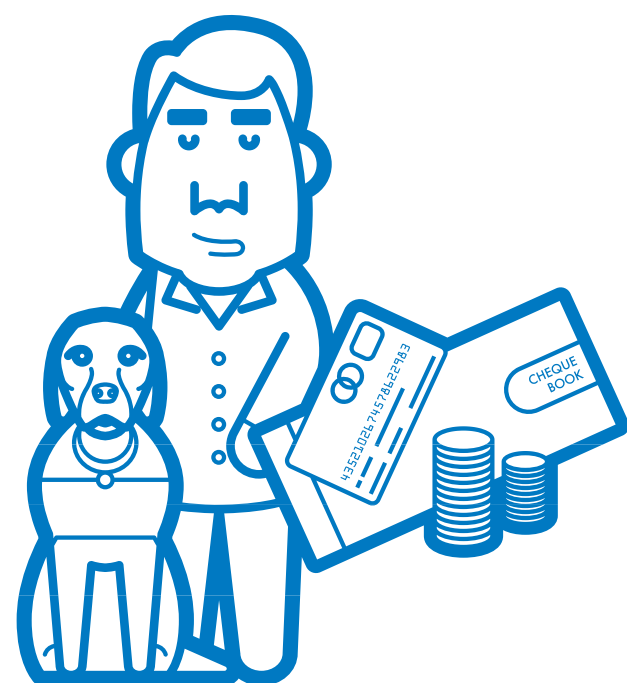
1. If you are dissatisfied with your Translink bus or train service, who can help you?
Consumer Council for Northern Ireland
2. What is Radio Ulster's weekly consumer programme called?
On Your Behalf
3. Who can reduce the number of cold calls made to your home telephone number?
The Telephone Preference Service
4. If you want a restaurant to clean up its act, which organisation will make it?
The Environmental Health Department from the local Council which covers the restaurant's area
5. Where should you complain if a car dealer sells you a clocked car?
Consumerline who will refer the complaint to the Trading Standards Service
6. Who runs the dog warden service?
Your local council
7. Which body is responsible for gritting the roads in Northern Ireland?
The Department for Regional Development (DRD) – Roads Service
8. Who should you contact if your electricity goes off?
Consumers should contact NIE for updates or to complaint about the power cut. If they are dissatisfied with the company, the Consumer Council for Northern Ireland can investigate the complaint on their behalf



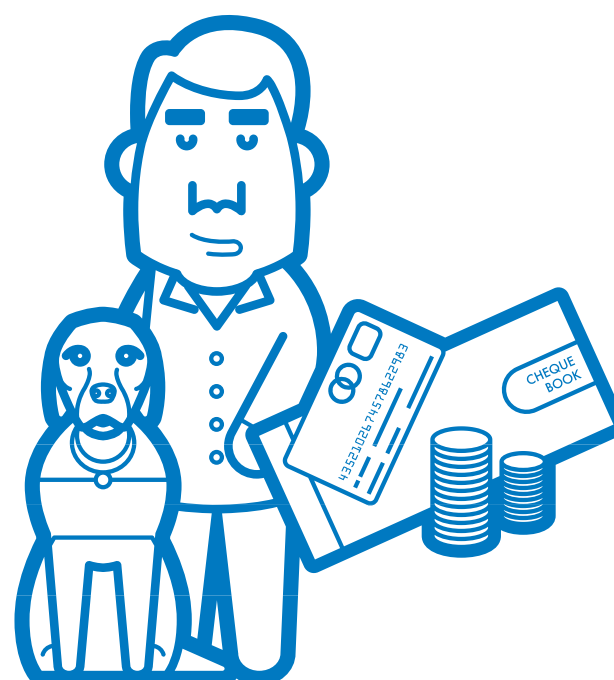
1. The RMIF will keep its members on the right track. Which industry does it represent?
The retail motor industry
2. Which long-standing rescue service is funded solely by charity?
The Royal National Lifeboat Institute (RNLI)
3. The ASA ensures that advertising is “legal, decent, honest, and truthful” Who are the ASA?
Advertising Standards Authority
4. What is the phone number for Consumerline?
0300 123 6262
5. If you find your bank won't listen to your complaint, who should you contact?
The Financial Ombudsman
6. Which government information website will allow you to carry out over 150 online transactions like booking a car for its MOT, applying for a passport or finding health services in your area?
NI Direct www.nidirect.gov.uk
7. Who is responsible for naming streets in Northern Ireland?
Local councils
8. The Small Claims Court deals with consumer claims of less than?
(a) £1,000
(b) £2,000
(c) £3,000
Answer (c). In May 2011 the limit increased from £2,000 to £3,000



1. What do the initials VAT stand for?
Value Added Tax
2. How many sides do a 20 pence and 50 pence coin have?
Seven
3. A 'hole in the wall' is otherwise known as an ATM. What do these initials stand for?
Automatic Teller Machine
4. What should you do before signing a credit agreement?
Read it all
5. What was the first bank-issued credit card in the UK?
Barclaycard
6. What do the initials PIN stand for?
Personal Identification Number
7. Where is the safest place to keep a note of your PIN number?
In your head! You should be especially careful not to keep a written note of your PIN in your purse or wallet
8. True or false, the interest charged on a storecard is likely to be higher than most debit and credit cards?
True



1. How much VAT is added to a bill for £20 if the VAT is 20%?
£4.00
2. Do you always have to provide a signature for a valid credit card transaction?
No. Many transactions are “customer not present”, for example goods bought online or over the telephone
3. How many different denominations of UK coins are there in circulation?
8
4. If you enter into a secured loan, what can happen if you fall into arrears?
You can lose your home
5. What happens to a cash deposit if a consumer exercises the right to cancel during the cooling-off period?
The deposit is returned as if the deal was never made
6. Why should you always try to pay off your credit card balance in full each month?
To avoid paying interest
7. What must appear on every consumer credit agreement to make it effective?
The consumer’s signature. No signature, no agreement
8. If you are having problems repaying a bank loan, what is the first thing you should do?
(a) Look at how you can reduce your other outgoings
(b) Contact the bank to let them know you are having difficulties
(c) Ask friends and family to have a whip-round
Answer (b). The bank will appreciate you keeping them informed and may be able to offer some options to make things a bit easier for a while



1. What is it about 'Chip and PIN' which is meant to prevent credit card fraud?
It requires customers to input a secret personal identification number (PIN)
2. How much must a consumer pay of the total hire purchase price to prevent the goods from being repossessed?
(a) 1/3 (one third)
(b) 1/2 (half)
(c) 2/3 (two thirds)
Answer (a) 1/3 (one third)
3. A credit broker advertises "CCJs no problem". What is a CCJ?
County Court Judgment
4. Why is it a good idea to check your credit report on a regular basis?
Checking your report (which can be accessed for a small fee of £2) will help you spot any errors that can affect your credit rating and will alert you to any cases of identity theft
5. Why do banks have special arrangements for house purchases made by Islamic customers?
It is against Islamic law to pay or receive interest
6. When buying a single item costing between £100 and £30,000, why is it better to use a credit card?
Because if the goods are faulty, don't match the description or the company goes bust before the goods arrive, by law your credit card provider must help recover your money. This is called equal or joint liability
7. If you withdraw £160 pounds from an ATM using your credit card to buy a leather jacket, can you claim against your credit card provider under equal or joint liability if the stitching comes apart after a month?
No. A cash withdrawal using a credit card is not covered by the Consumer Credit Act
8. You're asked to pay a deposit for a pair of specially made curtains. You pay £5 on your credit card and £100 in cash as a deposit. Will you be able to claim back £105 from your credit card provider if the curtain company goes out of business before you take delivery of your curtains?
Yes. Whether you use your credit card to pay the full amount or even just a small part of it (as little as £1 but no more than £25,000), by law the credit card provider must help you get your money back



1. Can a restaurant add a service charge to your bill?
Yes, if it is shown clearly on the price list or menu from the outset
2. If a service charge is shown clearly on the price list and menu, do you always have to pay it?
Yes, unless you are unhappy with the service you've received, in which case you can refuse to pay some or all of it. Note: This is just about the service element of your dining experience. If you have a problem with the food, you can seek to reduce the main part of your bill
3. If you become ill as a result of food you bought from a café or restaurant, who should you make a formal complaint to?
The Environmental Health Department from the local council which covers the restaurant's area. Remember to also consult your GP, as many strains of food poisoning can be extremely serious – you may put others at risk without realising
4. You think that the new Oscar-winning movie is rubbish. Can you ask for your money back?
No, not unless the sound or picture quality is poor
5. If you have been to see a film at the cinema you will probably have seen a presentation by FACT before the film begins. What do the initials FACT stand for?
The Federation Against Copyright Theft
6. How old must you be to buy beer in a public house?
18 years old
7. If, on your homeward journey, the taxi driver charges you three times what you were charged going into town, where should you complain?
To the taxi firm first. If you are not satisfied, contact the Taxi Licensing Officer –Driver and Vehicle Licensing Northern Ireland (DVLNI)
8. What is the meaning of the initial U in a British Board of Film Classification certificate?
Universal – meaning suitable for all



1. A nightclub has a sign refusing admission to people wearing football shirts. Can they do that?
Yes
2. What three things must a legal taxi display in and on the vehicle?
The driver's ID badge, a roof light and a special license plate – either green, yellow, white or blue and white
3. Can a restaurant charge you for providing tap water?
Yes. The provision of any water includes an element of service such as pouring the water and cleaning the jug and/or glasses
4. If you believe that beer has been watered down, which organisation should you contact?
The Environmental Health Department from the local council which covers the pub or bar's area
5. Which organisation makes sure that a barman is selling the correct measure?
The Trading Standards Service
6. Which organisation licenses taxi drivers in Northern Ireland?
The Driver and Vehicle Licensing Northern Ireland (DVLNI)
7. What three things should you check before getting into a taxi that you've prebooked?
**(a) Confirm the driver knows your name
(b) Confirm they know your destination
(c) Check that the taxi is displaying an official license plate. (For prebooked taxis these will be green)**
8. You buy a chicken fillet burger from the burger van on the way home but you think they've just used reconstituted chicken to make the burger. Who should you complain to?
**(a) The Environmental Health Department from the local council which covers the burger van's pitch
(b) Trading Standards Service
(c) Food Standards Agency**
Answer (b). The Trading Standards Service enforce the Consumer Rights Act 2015. This law says all goods (including food) should be as described



1. What must be in working order at every stage performance in a theatre?
The safety curtain
2. If you think that a branded drink has been substituted with a cheaper alternative, where should you complain?
Consumerline who will refer the complaint to Trading Standards Service
3. If a chip shop seems very unhygienic, where should you complain?
The Environmental Health Department from the local council which covers the shop's area
4. Why should you never leave your drinks unattended in a nightclub?
Because unattended drinks are easy to spike (drug)
5. Joe and Dave went to a local restaurant for dinner. They waited 50 minutes for their meal, which was cold when it arrived. They complained to the waiter and then to the restaurant owner but were dissatisfied with the response. What should they do next?
(a) Pay the bill but don't leave a tip
(b) Pay only a small fraction of the bill
(c) Leave without paying
Answer (b). If your complaint is not put right to your satisfaction and no compensation is offered you are entitled to reduce the bill by what you think is a reasonable amount, pay the rest and leave your name and address. You are not committing a criminal offence
6. What does a barman use to measure a pint of beer?
A stamped glass
7. Can a child under the age of twelve see a 12A film at the cinema?
Yes. Films classified '12A' are not recommended for a child below 12 but an adult may take a younger child if, in their judgment, the film is suitable. In such circumstances, responsibility lies with the accompanying adult
8. What must a box office tell consumers about the tickets they're buying?
The marked price of the ticket; the seat location and any restrictions on the seat (e.g. your seat is behind a pillar)



1. Is it against the law for shops to sell goods after the 'use-by' date?
Yes, it is illegal to sell products after their use-by date
2. Can a seven-year-old child make a legal contract?
Yes. If a child goes to the newsagents and buys a packet of sweets, they are making a legal contract with the newsagent
3. Can a shopkeeper put an additional charge on bills paid by credit card?
Yes, but he/she must display a notice to that effect
4. If you bring back a jumper because you don't like the colour, what rights do you have?
None, unless the item is faulty or you bought it online. Some shops may offer a credit note, exchange or refund, simply as a gesture of goodwill.
5. If you accept a credit note, can a shop put a time limit on when it can be used?
Yes
6. Does the Consumer Rights Act 2015 apply to food?
Yes
7. Does the Consumer Rights Act 2015 apply to the sale of a pet goldfish?
Yes, it applies to all goods
8. Can shopkeepers refuse to sell you something if they wish?
Yes, anything. It is the shop's decision if it will sell something or not. For example, shopkeepers have the right to refuse to sell items that are part of a display, or cigarettes and lottery tickets to underage consumers



1. Name two forms of distance selling?
Internet, telephone, catalogues, mail order, TV shopping
2. Can a shop refuse to give refunds on faulty goods if it has a sign up saying 'no refunds'?
No, they can't. These signs are illegal and should be reported to Consumerline. Under the Consumer Rights Act 2015 consumers have 30 days to reject a faulty item and ask for their money back. If the faulty item is returned after the 30 days have passed, consumers still have the right to a repair or replacement
3. If you get an enormous bill for building work you've had done, can you challenge the cost even though a price wasn't agreed in advance?
Yes, the Consumer Rights Act 2015 says if a price was not agreed in advance you have the right to be charged a reasonable amount for the service, and no more.. (Often the Small Claims Court decides what's reasonable by checking with other builders in your area)
4. Does the Consumer Rights Act 2015 apply to goods bought from a mail order/store catalogue?
Yes
5. Can a garage insist that you pay for repairs in cash?
Yes
6. What is the difference between a quote and an estimate?
A quote/quotation is a fixed cost, but an estimate is not. It is always better to request a quote to avoid any unpleasant surprises once the work has been completed
7. Can a shop demand that you produce a receipt when you bring faulty goods back?
No. A receipt is the easiest way to provide proof of purchase, but if you bought goods on a credit or debit card the bank statement provides proof. Even the word of a witness can be enough
8. Does a contract have to be in writing before it is considered legal?
No, most contracts are verbal, e.g. buying a bar of chocolate in a shop



1. If you buy goods over the internet, how long do you have to cancel your order and ask for your money back?
14 calendar days after receiving the goods. This is called a cooling-off period. There are some exceptions e.g. perishable goods such as food or fresh flowers and customized goods e.g. a T-shirt printed with your photo
2. If you buy goods through a personal loan arranged with the shop, when do the goods become your property?
Right away
3. Does the Consumer Rights Act 2015 apply to the purchase of an apartment?
No, this would be covered by property law
4. If your hairdresser makes a mess of your hair by cutting it too short, what rights do you have?
A) None – you can always buy a hat!
B) You have the right to get it cut again
C) You can request a reduction in price for the haircut
Answer B & C
Under the Consumer Rights Act 2015, if a trader has provided a service without reasonable care and skill or failed to meet expectations, they must put things right for example by repeating the performance (only better!) or by giving a price reduction, or fixing the hair without further charge. As the hair is already too short, you would probably choose option C (and still buy a hat)
5. You receive some cleaning products that you didn't order. Are they yours to keep?
Yes. Under the Consumer Contracts Regulations (Information, Cancellation and Additional Charges) 2013, you may keep the items as an unconditional gift and do not have to pay for or return them
6. Can you claim expenses in the Small Claims Court?
No, not in Northern Ireland
7. If you buy a mirror in a sale and then discover the frame is damaged when you take it home and get it out of its packaging, do you have the same rights as if you'd bought it outside of the sale period?
Yes, you have the same rights about faulty goods as when buying a non-sale item
8. If a shirt is priced at £9.99 when it should have been £19.99, is the shopkeeper legally obliged to sell at the lower price?
as they're making what the law calls an 'invitation to treat', in other words, an invitation to the customer to make him an offer. The shopkeeper can refuse to do a deal with the customer. If however the shopkeeper keeps doing this with other items, it could be a deliberate attempt to mislead customers. This is something Trading Standards Service would be keen to investigate



1. You buy shoes from a website but when they arrive you realise you're unable to walk in them! Can you return them and ask for a full refund?
Yes, the Consumer Contracts Regulations (Information, Cancellation and Additional Charges) 2013 give you a cooling-off period in which to cancel your order. Distance sellers must provide a link to a cancellation form or consumers can contact the seller directly to cancel. Consumers should keep a record of the cancellation. Retailers are likely to ask that the goods are returned in unused condition and may deduct money from the refund if the goods show signs of use
2. How many days do you have in which to cancel your order for goods or services (the cooling-off period)?
You have up to 14 calendar days, from the day after the goods arrive. For services, the cancellation period runs for 14 calendar days from the day after the consumer agrees the contract
3. There are some goods and services that cannot be cancelled once the order has been placed. Give two examples:
**Perishable goods e.g. fresh cut flowers or food hampers
Customised goods e.g. a T-shirt printed with your photograph
Tickets for air or rail travel
Tickets for concerts, theatre performances or festivals
CDs or DVDs if the seal is broken
Betting/lottery services (for obvious reasons!)
Newspapers or magazines**
4. Name three bits of information that by law, all online traders must display clearly on their website
**Name of business
Full postal address
Telephone number
Who pays for unwanted goods to be returned
Cancellation rights
Full price of goods including VAT
Details of how payment can be made
Details of delivery costs
Full description of goods**
5. If a customer notices that a website is not displaying all of the information that it should, which organisation should they report this to?
Consumerline
6. Unless otherwise stated, within how many days should goods be delivered?
30 days



7. What letter of the alphabet comes after http in a website address to indicate that the site is secure and will protect your financial details when buying online?
's' as in <https://www.examplewebsite.co.uk> - the 's' stands for secure
8. You buy some sports equipment online and pay by debit card. Why should you later check your bank statement?
To ensure you were charged the correct amount and that your card details have not been used fraudulently elsewhere



1. Does an online trader have to refund you the original delivery charge if you cancel the goods during the cooling-off period?
As a general rule they only have to refund the original delivery charge if it's agreed before completing the order. Otherwise they are only required to refund the cost of the basic standard delivery option even if the consumer paid for a faster more expensive delivery
2. Does the customer have to pay for the cost of returning goods that aren't faulty?
Yes, but only if the trader informed the consumer in advance. If this isn't in the pre purchase information or the trader agreed to bear the cost, all the consumer has to do is take reasonable care of the goods and return them free of charge or make them available for collection
3. On an online auction site, do you have the same rights buying from a private individual as you do from a trader?
No. If you buy from a trader (who makes their living from regularly selling goods), you have the same rights as buying from a shop (i.e. goods must be as described, of satisfactory quality and fit for purpose). However, if you buy from a private individual, then goods only need to be 'as described'. For example, if the description says 'mint condition' the goods should be free of any flaws
4. If you discover a fault with goods bought online after the 14 calendar days cooling-off period, can you ask for a refund?
Yes. Even if the cancellation period has finished you still have your consumer rights available under the Consumer Rights Act 2015. This means you can reject the goods and ask for your money back provided you do so within 30 days. Or you can request a repair or replacement and failing that ask for a partial refund or full refund after the 30 days have passed
5. How can you tell what's a 'good' (genuine) website and what's a 'bad' (scam) website?
**Does it provide a postal address?
Does it provide a telephone number?
Does it tell you about your consumer rights?
Does it clearly provide terms and conditions?
Check on a search engine to see what other shoppers think about purchases they've made from that website
Check where the website is registered.**

You can check the UK's register of domain names at <http://www.nominet.org.uk>



6. Your 19 year-old niece is really excited because she's seen some hair straighteners advertised online that are half the price being charged in the shops and on other websites.
Why should she think twice about buying them?
Offers that seem to good to be true normally are! This sounds like a scam and the straighteners are likely to be fake and of poor (and possibly dangerous) quality
7. What two things should you do after you've placed an order online?
a) Always keep a copy of your order confirmation; and
b) Check your credit or debit card statement to make sure you've been charged correctly
8. Where should the padlock icon appear on a webpage to indicate that your personal and financial details are kept safe?
In the browser window. Never trust a padlock icon showing on the web page itself as this can be easily faked. If you double-click on the padlock you should be able to see the security certification relating to the website



1. How long should you have to wait before getting a refund after cancelling an online purchase?
A) 7 days from the day you contact the trader
B) One calendar month after you've cancelled the order
C) 14 days from the trader receiving back the returned goods
Answer (C) The trader has 14 days to issue refunds. However, they can withhold the refund until the goods have been physically returned to them, or they may issue a refund upon proof of postage
2. True or False - Online retailers must always refund the full cost of cancelled orders?
False. Online traders can deduct money from your refund if it looks as if the item has been used beyond what is reasonable to inspect the purchase. For example, you can try shoes on (briefly) inside the house, but not for a night out on the town!
3. Are online retailers allowed to charge premium rates on their telephone helpline?
Yes – however, laws introduced in 2014 say that where the trader provides a telephone helpline for consumer queries and complaints, at least one of the numbers provided must be charged at no more than the basic rate i.e. the normal geographic or mobile phone rate
4. If you download an e-book onto your smart phone, are the laws that protect you the same as if you bought a paperback in a book shop?
Yes. Under the Consumer Rights Act 2015 all digital content such as books, videos, video games etc, must be of satisfactory quality, fit for purpose and as described. If you have been supplied with faulty digital content, you may be entitled to a repair, replacement, price reduction or refund.
5. Is it legal for websites to use pre-ticked boxes for additional charges such as travel insurance or pre-booking on luggage?
No. Websites can no longer use pre-ticked boxes for optional extras like seat selection or travel insurance and must make it clear when you're agreeing to make a payment
6. Do online retailers have to provide delivery options to Northern Ireland?
No. However, delivery restrictions must be specified at the beginning of the online shopping process e.g. if the retailer does not deliver to Northern Ireland
7. How long do consumers have in which to return unwanted goods after cancelling an online purchase?
Goods should be returned within 14 days of notifying the trader of your decision to cancel. The trader doesn't have to issue a refund until they receive the goods or they may accept proof of postage in some cases



1. What's the term used to describe a plastic, hessian or cloth carrier that gets used every time you visit the shops?

Bag for Life. Before the introduction of the NI Carrier Bag Levy in 2013, we used around 300 million plastic carrier bags each year in Northern Ireland, most of which end up in landfill

2. What type of animal will help you to save the amount of water used to flush a toilet?

A hippo (bag). Old toilet cisterns can use as much as 9 litres of clean water every flush. Reduce this by placing a 'hippo' or 'save-a-flush' bag in the cistern

3. Dripping taps can waste up to how many litres of water a day?

- (a) 7 litres
- (b) 30 litres
- (c) 18 litres

Answer (b) 30 litres. Replace worn tap washers for a quick and cheap way of saving water

4. Does a full load in the washing machine use more water than doing two half loads?

No it uses less water than if you put on two half loads

5. Washing powders are responsible for killing wildlife living in UK lakes and rivers. True or False?

True. Some washing powders contain phosphates, which can harm the environment and cause large quantities of algae to grow in lakes and rivers, killing fish and other life forms

6. Tetra Pak cartons, often used for juice, soups and milk; can't be recycled as they're made from so many different materials. True or False?

False. Tetra Pak can be recycled in over 80% of all local authority areas in the UK or you can send them back to the manufacturer to be recycled

7. Councils won't collect some types of food packaging as it can't be recycled. True or False?

False. Almost all the 50-odd types of plastic that are manufactured can be recycled, but councils often only focus on recycling some of the easier ones to sort and recycle – and where there's a good market for the recycled product

8. Turning your thermostat down by 1°C could cut your heating bills by up to how much?

- (a) 5 per cent
- (b) 10 per cent
- (c) 20 per cent

Answer: (b) 10 per cent, approximately £30 per year



1. An energy saving lightbulb lasts **up to** how many times longer than the original kind?
(a) Six times as long
(b) 12 times longer
(c) 25 times longer

Answer: (c) 25 times longer. Energy-saving lightbulbs can use up to 80 per cent less energy than original ones

2. Approximately a third of all the food we buy is thrown into the bin. That is equivalent to one in every 3 shopping bags. Name three simple actions we can take to reduce food waste.

Make a shopping list

Plan meals

Don't buy more than you need

Use leftovers more effectively

Check use-by dates

Split bulk buys with friends or family members

Never go shopping on an empty stomach

3. It's always better for the environment to buy UK-grown produce than fruit or vegetables that have travelled half way around the world. True or False?

False. According to the Department for the Environment for Rural Affairs (DEFRA), it's better for the environment to transport tomatoes from Spain than grow them in the UK. This is because of the huge amount of energy needed to heat UK greenhouses

4. It's okay to dispose of food waste in the normal rubbish collection because it biodegrades in landfill sites anyway. True or False?

False. Decomposing food waste gives off methane which is a highly potent greenhouse gas

5. Carbon offsetting would cure climate change and help the environment if we all started doing it. True or False?

False. Carbon offsetting won't cure climate change because you're only taking out what you put in – so the net effect on the environment is zero

6. Which organisation provides an emergency pollution hotline to contact if you need to report incidents such as untreated sewerage in rivers or by the coast?

Northern Ireland Environment Agency



7. Name four actions that can help reduce a car's petrol or diesel consumption?
- Avoid breaking too hard**
 - Avoid accelerating too quickly**
 - Remove a roof rack if it is not needed**
 - Avoid carrying unnecessary weight in the car**
 - Ensure the vehicle is properly serviced**
 - Car share**
 - Use public transport**
 - Walk or cycle whenever possible**
8. TV sets and other appliances on standby use what percentage of energy as they use for full operation?
- (a) 10 per cent
 - (b) 20 per cent
 - (c) 30 per cent
 - (d) 50 per cent

Answer (b) 20 per cent. This is why it is so important to switch appliances off when not in use



Exercise 2: Scenarios

Introduction

In this exercise, you are going to give the group a selection of scenarios featuring common consumer problems. Their task is to discuss the question for each scenario and propose an answer.

Instructions

1. **Arrange your members in groups of four to six, spaced around the room in small discussion circles. There are 16 different Scenarios – decide how many scenarios you want each group to discuss.**
2. **Tell the groups that you are going to pass around scenarios that have descriptions of some everyday problems faced by shoppers. Each scenario presents a different question for the group to discuss.**
3. **Ask one member of each group to take a scenario and read it to the rest of the group. Tell them to allow enough discussion for an answer to be reached before going on to the next problem.**
4. **After 15 minutes, tell the groups they have five minutes left.**
5. **After 20 minutes, tell the groups to finish and ask them to turn towards you.**
6. **Before reading the answers (see the section entitled Scenarios & Answers) ask the groups how many scenarios they have covered.**
7. **First, read the question for each scenario. Then, ask if anyone wishes to suggest an answer.**
8. **With an eye on the time, ask for other groups' opinions and then read the answer given in the booklet. You should aim to cover all of the answers in around 15 minutes.**

Scenarios & Answers

Scenario 1

Ricky, a young man in his first job, yearns for a white sports car. He reads in a newspaper advertisement that there is one for sale in Banbridge. He telephones, asks some questions and then says, "I will give you £3000 for the car." The owner replies, "Done! When will you collect it?" The next day when Ricky goes to Banbridge, he is disappointed that the car does not look as smart as he thought. Must he take it?

ANSWER: Yes. Ricky must take the car. He offered to buy the car and the owner accepted his offer. Unless the seller has misrepresented the car, it is a legally binding contract and Ricky must pay for the car. A misrepresentation is where the seller has made an untrue statement of fact that induced Ricky to enter into the contract. It is important to realise that contracts do not have to be in writing to be legally binding.

Scenario 2

In a local shop, Fiona finds a leather skirt that is priced at £15. She decides there and then that she likes it and takes it to the checkout. The assistant tells her that, unfortunately, it has been incorrectly priced. Is Fiona still entitled to the skirt for £15?

ANSWER: No. Fiona cannot insist that the shop sell her the skirt for £15. Fiona has offered to buy the skirt for £15, but the shop has not accepted her offer. This means that there is no contract. When goods are on display in a shop, the price that is marked on the goods is known as an 'invitation to treat'. The shop is saying to the customer, "We invite you to trade with us – we invite you to make an offer to buy these goods." The shop does not have to accept the offer because it does not have to sell the goods. It is the shop's decision if it will sell something or not. Sometimes shops may not want to sell items because they are part of a display or sometimes – as in this case – because someone has marked them with the wrong price. However, if the shop regularly marks the wrong price on their goods and then tries to sell these goods at a higher price, the consumer should report the shop to the Trading Standards Service, as the shop may be committing a criminal offence by displaying goods for sale at a price which they are not available.

Scenarios & Answers

Scenario 3

Helen buys a blouse to go with her red skirt, but when she gets home she discovers that it is the wrong shade of red. The shop is sympathetic and offers her a credit note. Should she accept this?

ANSWER: Yes – Helen should take the credit note. The shop is under no obligation to offer Helen anything, so a credit note is more than reasonable. Helen is not entitled to her money back under any sale of goods legislation, as the blouse is not faulty. If before buying the blouse Helen had arranged with the shop that they would give her a refund if it did not match her skirt, then this would have been a pre-contractual condition. In such circumstances, she would be entitled to a refund if the blouse did not match even though there was nothing wrong with the blouse.

Scenario 4

A tea set, ordered from a mail-order firm, arrives with some items broken. It is clear that the packaging has not been adequate. Can Jean return it to the firm, and insist on a refund?

ANSWER: Yes, Jean should insist on a refund as the tea set was in a damaged condition when it was delivered to her. When you buy goods remotely, for example by mail order you have rights under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013. This means you have the right to cancel your order for any reason within 14 days of receiving the goods. In Jean's case she will want to explain about the broken items because she will not want to be blamed for the damage, and she will also want to claim back the postage costs. Jean should consider taking a photograph of the broken items and the inadequate packaging in case there are any problems.

Scenario 5

While shopping in the January sales, Jean sees a lovely table lamp in the shop window. On the shop wall there is a notice that says, 'No Refunds on Sale Goods.' She buys the lamp, but when she gets home, she discovers that it is broken. Can the shop insist on their no refunds policy?

ANSWER: No. A consumer always has rights relating to the quality of goods, irrespective of whether they were full price or were bought in a sale. However, it is important to remember that under the Consumer Rights Act 2015, satisfactory quality does not cover faults that were pointed out at the time of sale or would have been obvious at the time of purchase. If the damage had been pointed out to Jean when she was buying the lamp, and she went ahead and bought it knowing about the damage, then she would not have the right to complain afterwards. If the damage was not obvious when Jean bought the lamp and she could not discover it until she got the lamp home, then she would be entitled to reject the lamp and ask for a full refund. If the lamp was a good bargain and she would be happy with a repair, then she could decide if she preferred to keep the lamp and ask the shop to have it repaired. Such complaints can be difficult because the damage to the lamp may not necessarily have been caused by a manufacturing fault. The shop may feel that the lamp was of satisfactory quality when they sold it and that Jean was careless when bringing it home.

Shops should not display notices that say "No Refunds." Such notices are ineffective and, more specifically, they are illegal, as they indicate that a shop is trying to restrict the customer's legal rights. 'No Refunds' notices should be reported to the Trading Standards Service. However, some shops that may have generous customer policies about the return of unsuitable goods during the year may decide to change their goodwill policies at sale time. Shops are within their rights to give due notice that they will not offer exchanges or refunds on unsuitable goods at sale times, but this is only on the condition that they are not trying to take away the consumer's legal rights to a refund on faulty goods.

Scenarios & Answers

Scenario 6

Helen buys six rolls of wallpaper to decorate her bedroom. When the decorating is complete, she realises that one roll was different from the rest and the difference looks very obvious on the walls. What can she do to rectify the situation?

ANSWER: Helen's rights will depend on whether she picked out these rolls of wallpaper herself and if she checked that the batch numbers were all the same. The assistant who served her should also have checked that the batch numbers were the same. If the batch numbers were all the same and the difference was not obvious until the paper was on the wall, then Helen would have a claim for compensation for the wallpaper and also for any extra costs – stripping the walls, extra paste, etc... If the difference in the paper was very obvious and she should have noticed it earlier, then this could affect the amount of compensation she can claim. If the batch numbers were not the same and Helen did not check these before she started to decorate her room, then it could be argued that the fact that the paper did not match was her responsibility. With purchases like wallpaper, tiles and wool where there can be shade variations in different batches, it is essential that you check the batch numbers before you buy and, certainly, before you start to use them.

Scenario 7

John buys a new carpet from Century Carpets and gets them to fit it. The next day, Helen, his wife, notices a loop of carpet fibre near the corner and cuts it off, causing the carpet to unravel. Century Carpets say that Helen has damaged the carpet but they will re-lay a new section for £25. John thinks the carpet is faulty and he should not pay anything. What are his rights?

ANSWER: The loop in the carpet was a fault that may have meant that it was not of satisfactory quality. However, Helen's action, which has changed a minor fault into a problem, has affected John's consumer rights. Consumers cannot expect retailers to provide redress when the consumer has actually damaged the goods. If goods are faulty, it is important that the consumer tells the retailer immediately and does not try to tamper with them, as Helen did. The retailer might have been able to remove the loop without damaging the rest of the carpet. By cutting off the loop and so damaging the rest of the carpet, John has "abused" the carpet. The carpet now needs a much bigger section replaced and so it would be reasonable for Century Carpets to charge for this.

Scenarios & Answers

Scenario 8

Jean arranges to have the downstairs of her house re-carpeted. Two carpet fitters from Super Floors Limited measure the area and give Jean a written quote that includes fitting. Jean pays in full by cash and receives a receipt. However, the next day she receives a call from Super Floors Limited to say that a mistake has been made in the measurements and she now owes a further £60. Does Jean have to pay the additional £60?

ANSWER: Jean does not have to pay the extra amount. She relied on the skill and expertise of the professional carpet fitters to give an accurate quotation for the supply and fitting of the new carpet to a large area of her home. A quote was provided. She offered the full amount of cash; they accepted her offer, giving Jean a receipt. This means there is a legally binding contract.

Scenario 9

Fiona leaves an expensive bracelet with a jeweller who agrees to repair it. When she returns to collect her bracelet, she finds it has been stolen from the jeweller's shop in a burglary. She wants compensation, but the jeweller's insurance does not cover this incident. Fiona feels that the jeweller must pay to replace her bracelet. Is she correct?

ANSWER: When Fiona left her bracelet with the jeweller, he had a duty to take reasonable care of her property. This includes taking reasonable precautions against theft. Because he was a jeweller, who would have small but valuable items in his safekeeping, he would have to take special precautions such as storing items in safes, having theft proof locks and other special security measures. If the jeweller did not have reasonable security procedures or was negligent – perhaps not locking items away safely – then Fiona would have a claim against him because he had not taken reasonable care of her bracelet. Fiona should also check to see if she could claim for the theft under her own house insurance policy.

Scenarios & Answers

Scenario 10

Helen buys a doll's pram for her niece's Christmas present and arranges to collect it on Christmas Eve. Two weeks before Christmas, she finds that the child's granny has also bought a similar pram. As the pram didn't leave the shop Helen thinks she should get a refund. Instead, the manager offers her gift vouchers. What should she do?

ANSWER: Helen should definitely take the vouchers, as the law does not entitle her to anything. In this situation she is, in fact, breaking the contract she made with the shop. A shop is only legally required to refund money if goods are faulty or not as described. It is irrelevant that the pram had not left the shop.

Scenario 11

Helen buys shoes for James, her 11-year-old son. When she gets home, she is pleased that they fit but disappointed that the style does not suit. When she tries to return the shoes to the shop, the manager refuses to give a refund, replacement or a credit note. Is the shop manager right to do this?

ANSWER: Yes. The manager is right. The Consumer Rights Act 2015 gives consumers the right to a refund or the cost of a repair if goods are faulty at the time of purchase or shortly afterwards. The new regulations also give consumers the right to a repair or replacement goods if the goods are faulty. The consumer also has the right to have goods that are safe, durable and free from minor defects. In this case, there was nothing wrong with the shoes – they were just unsuitable. The manager does not have to make Helen any offer whatsoever. However, if Helen had arranged with the shop before she bought the shoes that they would give her a refund if the shoes were unsuitable for James, then this would have been a pre-contractual agreement. This would have entitled Helen to ask for a refund when the shoes were unsuitable even if they were not faulty.

Scenarios & Answers

Scenario 12

Fiona attends a dance at the local community centre and hangs her coat in the hall. There is no cloakroom attendant, and a notice on the wall states that the organisers do not accept responsibility for coats. Later, Fiona finds that her coat is missing. She feels the notice is meaningless and that she can claim compensation. Is she right?

ANSWER: Unfortunately, Fiona has no right to claim compensation for her lost coat. It would have been different if she had paid a cloakroom attendant to look after her coat. In this case, she would have made a contract and if the coat was lost, it could be argued that it was due to the negligence of the attendant. Fiona left the coat unattended at her own risk, hence, the loss is her own fault and responsibility.

Scenario 13

John and Helen place an order for bedroom units and are told it will take about six weeks to deliver. They are amazed when asked for the full payment in advance, as they had expected only to have to pay a deposit. Can shops charge the full price in advance in circumstances like this?

ANSWER: Yes. The shop is entitled to ask for full payment in advance with an order. The shop is going to have to order the goods especially for the customer, and they do not want to be left with these goods if the customer changes his/her mind. Many consumers seem to think that if they change their mind about goods they have ordered, they can simply cancel the order and, at most, lose no more than their deposit. This is NOT the case. The shop can require customers to take the goods that they have ordered and to pay for them in full. Problems can arise in situations where the customer is unsure about whether the shop can be trusted. There have been some high-profile cases where shops took payment in full for goods and then ceased trading, leaving the customer with nothing. In situations where goods cost over £100, it is worthwhile considering paying by credit card because if the shop should cease trading, the consumer can claim his/her money back from the credit card company. However, consumers should also bear in mind that they may have to pay interest charges if credit card accounts are not cleared at the end of the month. John and Helen could always decide to order their furniture from a different retailer that may not ask for full payment so far in advance of delivery.

Scenarios & Answers

Scenario 14

Helen chooses a bike in Best Bikes that she wants to buy for James' birthday. She pays a deposit and joins the shop's savings club to pay the remainder weekly. After paying £80, Helen sees the bicycle in another shop at a lower price and decides that she wants to buy it there instead, and get a better deal. Best Bikes refuses to return Helen's money or offer her a credit note. The shop insists that she take the bicycle. Is this correct?

ANSWER: Yes, Helen had made a contract with the shop to buy this particular bicycle. The manager is correct in insisting Helen takes the bicycle. When the consumer puts money into a savings club or Christmas club, she can no longer shop around. In this case, Helen must take the bicycle left aside for her.

Scenario 15

Helen needs a new washing machine and wants to pay on credit. The shop refuses her credit and the manager will not give a reason. Is the manager entitled to do this?

ANSWER: The manager is entitled to refuse to grant credit and he does not have to say why. However, it is probable that the shop, or its finance company, contacted a credit reference agency to get some basic information about Helen and her credit history/credit profile. If they took this action, Helen is entitled to know the name and address of the credit reference agency that the shop used. Helen should get this information, write to the credit reference agency, and ask for a copy of her file. She needs to pay a small fee for this information. The firm has to reply within 7 working days either by sending her a copy of her file or by telling her it does not have any information about her.

Scenarios & Answers

Scenario 16

Ricky buys a shirt in a sale that was reduced because there was a mark on the collar. He thought it would come out when washed, but it did not and he wants his money back. The shop refuses. What are Ricky's rights?

ANSWER: Ricky is not entitled to anything. Under the Sale of Goods Act 1979 (as amended), anything you buy should be of satisfactory quality and fit for its normal purpose. However, where a fault (or damage) is clearly indicated and the price of the goods is actually reduced because of this fault, the consumer accepts the fault when buying the goods. Ricky bought the shirt at a reduced price – knowing about the mark – and taking a risk that the mark might not come out when the shirt was washed. The mark did not come out, but that was the risk he took. He cannot now complain about the mark.

Appendix 1: Feedback Form

While using Shop Around, there may be issues or suggestions that your members wish to raise relating to scenario problems or quiz questions. They may also have personal experiences as consumers they want to share.

As a rule, the Consumer Council cannot deal with individual complaints, (except for those relating to transport, natural gas, electricity and coal), but we do need to be kept informed about the issues that are important to consumers throughout Northern Ireland. We would therefore ask you to take this opportunity to make a note of your group's comments on the form provided and send it to us. Armed with this information, we can continue to press for improvements and reforms.

Help and advice is available on the Consumerline website, which you will find at www.consumerline.org or by contacting Consumerline on 0300 123 6262.

What you should do

Tell us your members' concerns about electricity, natural gas, coal, transport or any related topics by using the **Feedback Form** (See page 37).

Either:

Fill in the feedback form contained in this pack and return it to the address shown,
or

Fill in the email reply slip online (www.shoparound.org.uk).

We hope you enjoy the activities in Shop Around and look forward to hearing from you through the feedback form.

Feedback Form

The Consumer Council is an independent organisation set up in 1985 to protect Northern Ireland consumers. We have a statutory remit to promote and safeguard the interests of consumers in relation to energy, water, transport and food prices.

Please photocopy this form and use it to note your groups' concerns about any of the above issues or related topics. We would also welcome your views on using the Shop Around pack.

This feedback enables us to investigate ways of improving the situation for Northern Ireland consumers.

Please note, below, brief details of any consumer issues (rather than specific problems) that your group would like to draw to the attention of the Consumer Council:

Name of your group: _____

Date of your meeting: _____

How many people were in attendance? _____

Contact name: _____

Telephone number/email: _____

Did your group enjoy using the Shop Around package? _____

Any comments about the Shop Around pack that you or your group wish to make?

Please don't hesitate to contact us if you would like a pack of consumer resources, leaflets and publications to further boost your groups' consumer skills.

Thank you for completing this form. Please return it to:

FREEPOST RTRX-KCBC-JERX

Consumer Council for Northern Ireland, 28-32 Alfred Street, Belfast BT2 8EN

Appendix 2: Useful Addresses

The Consumer Council

Floor 3
Seatem House
28-32 Alfred Street
BELFAST
BT2 8EN

Telephone: 028 9025 1600 / 0800 121 6022
Fax: 028 9025 1663
Email: info@consumercouncil.org.uk
Email: complaints@consumercouncil.org.uk
Web: www.consumercouncil.org.uk

Trading Standards Service

176 Newtownbreda Road
BELFAST
BT8 6QS

Telephone: 0300 123 6262
Fax: 028 9025 3953
Email: tss@detini.gov.uk
Web: www.detini.gov.uk/deti-consumer-contacts.htm
Web: www.consumerline.org

Consumer Advice Centre (Belfast)

Cecil Ward Building
4-10 Linenhall Street
BELFAST

Telephone: 028 9027 0527

Citizens Advice Regional Office

46 Donegall Pass
BELFAST
BT7 1BS

Check the telephone directory for your local branch or visit:

Web: www.citizensadvice.co.uk
Web: www.adviceguide.org

Advice NI

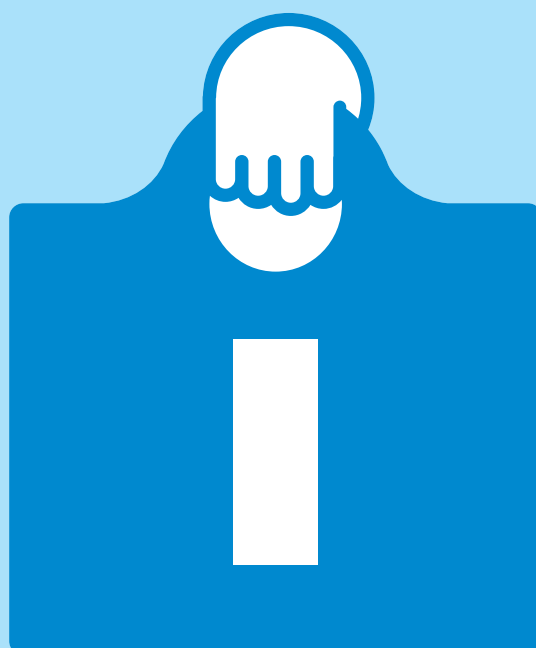
1 Rushfield Avenue
BELFAST
BT7 3FP

Telephone: 028 9064 5919
Fax: 028 9049 2313
Email: info@adviceni.net
Web: www.adviceni.net

Which?

Castlemead
Gascoyne Way
HERTFORD
SG14 1LH

Telephone: 01992 822 800
Web: www.which.co.uk



shop around

The Consumer Council
Floor 3, Seatem House
28-32 Alfred Street
BELFAST
BT2 8EN

Telephone: 028 9025 1600 / 0800 121 6022

Fax: 028 9025 1663

www.consumercouncil.org.uk



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