



CONSUMERS SHOULD KNOW

The Commission for communication regulation (ComReg) in association with EIQA (Excellence Ireland Quality Association), has created a new standard called The Q Mark for Customer Service Complaints Handling.

The Q Mark for Customer Service Complaints Handling offers you the consumer the only approved and certified 'continuous improvement' programme for electronic communications service providers.

What Does This Mean?

This means that your service provider actually learns from any mistakes made and endeavours to ensure that there is no repeat of an issue.

ComReg's Commitment to You

ComReg wants to ensure that you can depend on the customer service being offered to you by your service provider so that you can factor this into your decision making with respect to your selection of service provider.

The Q Mark for Customer Service Complaints Handling is a voluntary standard which is intended to provide a framework for consistency across the Irish electronic communications sector.

How Will You Know?

Ask your service provider if they hold the standard. For phone and broadband price comparisons, log on to: www.callcosts.ie and check for the "Q".

Where Can You Find More Information?

For more information log on to: www.askcomreg.ie

What The Q Mark for Customer Service Complaints Handling Can Do For You...

The Q Mark for Customer Service Complaints Handling is designed to minimise the time you have to spend on complaints resolution, whilst maximising a positive outcome for you.

If your service provider has been awarded The Q Mark for Customer Service Complaints Handling, this guarantees you that the service provider has made a commitment to:

- ❖ Resolve the issue to the best of its ability
- ❖ Ensure that your complaint path is as easy as possible
- ❖ Analyse your issue before deciding on the best solution for you
- ❖ Track your issue so that everyone involved is up to speed
- ❖ Resolve your complaint in the least amount of time
- ❖ Learn from all feedback - positive or otherwise

❖ Identify the symptoms of a complaint in order to stop a recurrence of the issue

❖ Consistently improve its standard so that its Customer Service Complaints Handling system will always offer you the best standard of quality and excellence

If you know your rights you won't go wrong. As a consumer you have rights that are protected by law, and "The consumer protection act of 2007" is hailed as one of the most important pieces of consumer legislation in decades. The National Consumer Agency was set up as part of the act and they have developed many guides to assist consumers get the best from their service providers.

Consumer Law: Shopping an introduction

Whenever you buy goods, you make a contract with the shop or seller who sold them to you. The seller agrees to provide certain goods to you for a certain price, and those goods should be:

- Of "merchantable quality" - this means that they must be of an acceptable standard
- Fit for the purpose they were bought for
- As described. In other words, false or exaggerated claims must not be made by the seller

If the goods fail to comply with any of these criteria - for example, if they turn out to be faulty - you have certain clear rights under consumer legislation.

These entitlements are known as the three R's:

- Repair
- Replacement
- Refund

Your consumer rights are against the seller of the goods in all cases, but you may also have extra protection if you received a guarantee or warranty from the manufacturer.

Your rights in the winter sales

Your rights as a consumer don't go away when you are buying in the winter sales. You have exactly the same rights as at any other time of year.

You're entitled to expect goods to be of merchantable quality, fit for their intended purpose and as described. If a sales item turns out to be faulty, the shop must offer you a refund, repair or replacement.

Read these Frequently Asked Questions and know your rights...

Q: What is the refund price?

A: It's the price you paid for the product at the time. If the shop offers you a refund for a faulty product that you bought before the sales and the same type of product now happens to be on sale at a reduced price, the refund has to be at the price you paid.

Remember to show your receipt as proof of what you paid.

Q: What if I lose my receipt?

A: Your rights still apply. The shop is entitled to see proof of purchase, but there are other ways of showing this instead a receipt, such as a credit card bill or a bank statement.

Q: What if they have 'No exchange' signs?

A: Some shops put up signs during the sales along the lines of "No money refunded", "No refunds during sales", "No exchange" or "No liability accepted for faulty goods".

But these signs can give the impression that you don't have certain consumer rights if the goods turn out to be faulty. The shop may be committing an offence in using these signs, and it could face prosecution.

Q: What if I change my mind?

A: You are not entitled to an exchange (or a refund or a credit note) if you simply change your mind about something you've bought. So double-check the shop's refund policy before buying anything in the sales.

Some shops do allow you to exchange goods that you've had second thoughts about, but remember that this is at their discretion and they do it as a goodwill gesture.

Q: Do I have to accept a credit note?

A: No, you don't have to. If the product is faulty, you are entitled to a replacement, a repair or a full refund. You don't have to take a credit note, even if the shop assistant insists that "this is our policy".

Q: What about 'seconds'?

A: If the shop describes the goods as seconds or shop-soiled, this means they are not perfect and you cannot expect the same standard as new goods. So bear this in mind, and always check for any serious flaws.

Be careful of buying goods that are on sale because they are damaged or defective. The shop must have a clear sign on or next to the goods explaining that they are damaged.

Q: Is the price really reduced?

A: Stock with a reduced price in the sales has to have been on offer at the advertised original price for at least a month before the price was reduced.

For example, shops are not allowed to have a label or sign on a product saying "reduced by 30 per cent" if this is the first time that they are selling this particular product

Reduced prices

Under consumer legislation it is an offence to give a false or misleading previous price. For example, if the retailer crosses out one price and replaces it with another for the sales, that older price must be accurate.

Unless otherwise indicated, the goods must have been on sale in the same place at that previous price for a reasonable time.

The National Consumer Agency monitors advertising and other information about goods and services, to ensure that it is not false or misleading.

If a shopping chain or a business with more than one outlet advertises goods at a certain price, that price should apply in all its outlets where the goods are sold - unless the advertisement makes it clear that the price applies in certain outlets only.

'Recommended Retail Price'

Remember that a Recommended Retail Price (RRP) is just that, a recommended price, and the seller can charge a higher price as long as that higher price is displayed.

If you see individual items on a shelf that say that they are part of a multipack and "not to be sold separately", this is not a breach of consumer legislation.

However, you could complain the trader to the manufacturer of the goods as the trader is not acting in the spirit of the offer made by the manufacturer.

The information provided has been taken from the websites of ComReg and the National Consumer Agency