



YOU ARE A CONSUMER

THESE ARE YOUR RIGHTS

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Consumer Guarantees

THE LEGAL GUARANTEE

As a consumer every product that you purchase is protected by law. When a product results defective, does not function as it is supposed to or is not as described by the seller, you have the right to claim a remedy or compensation from the seller.

LEGAL REMEDIES

- Free of charge repair or replacement of the product; or
- Partial or full money refund.



WHEN ARE YOU NOT ENTITLED TO CLAIM A REMEDY?

- You were aware of the defect before purchasing the product.
- The defect was apparent at the time of purchase and it is a kind of defect which you might have caused.
- The defect was caused by misuse or an incident.

TWO YEARS

The time limit by when you may claim a free remedy from the seller is two years from the delivery of the goods purchased. If the defect becomes apparent within the first six months, it is presumed to have existed at the time of purchase, unless proven otherwise by the trader.



YOUR CONSUMER RESPONSIBILITIES

- Keep the proof of purchase to prove from where and when the product was purchased.
- Inform the seller in writing about the lack of conformity within two months from the date you become aware of the problem. Send the letter of complaint to the trader by registered post.

THE COMMERCIAL GUARANTEE

The Commercial Guarantee is:

- A voluntary guarantee given by the seller, however once given it is legally binding;
- An additional guarantee and must provide more benefits than those established by law;
- Provided in writing, in Maltese or English.



WHO IS RESPONSIBLE FOR THE COMMERCIAL GUARANTEE?

The seller that gives the guarantee is responsible for this guarantee unless he has clearly informed the consumer that someone else is responsible for it. .

If the guarantee is mentioned in an advert it is considered legally valid and binding even if it is not mentioned in the contract of sale.

When a product is replaced under guarantee, the guarantee does not start again but the original guarantee continues. This also applies to the legal guarantee.

Distance Sales

When you purchase a product through distance sales, such as through teleshoping, catalogues, or online, the law provides you with additional protection.

THE RIGHT OF WITHDRAWAL

When you purchase products or services through a distance means of communication, the law provides you with the right of withdrawal. You have fourteen (14) days to change your mind and cancel the sale. You do not need to provide a reason and you should not be charged any additional costs.

The only expense you might be requested to pay is the cost of returning the unwanted goods to the seller. You must however be informed about this expense. If not, these costs must be paid by the seller.

The 14-day cancellation period starts from the day you, as the consumer, come into physical possession of the goods bought. In case of services the cancellation period expires fourteen (14) days from the conclusion of the contract.

The seller is legally obliged to inform you about the right of withdrawal. If not, the withdrawal period is extended to a year or to 14 days from the date you are informed about the Cooling Off Period.





Off premises contract of sale

The right of withdrawal also applies when a contract of sale does not commence at the business premises of the trader but, for example, at the consumer's home or in the street.

In such sales, when the goods have been delivered to the consumer's home and the consumer decides to cancel the sale during the withdrawal period, the seller must collect the goods at his own expense if, because of their nature, the goods cannot be returned by post.

Price Indication

As a consumer you have the right to find the price indicated on all products offered for sale. The indicated price must be the final price, inclusive of VAT and any other taxes or charges.

Products exhibited for sale in shop windows must also be indicated with a price.

Products that are sold by unit weight or volume must be indicated with two prices:

- The actual price for a given quantity of the item;
- The unit price, that is the price of how much the product costs per kilo, litre, metre, square metre or cubic metre.

The unit price may be indicated in a smaller font than the actual price but it must still be clearly legible.





SPECIAL DEAL

Limited time offer!

Unfair Commercial Practices

The trader is legally obliged to always provide clear and correct information to consumers. In adverts and special offers all information provided must reflect the truth.

Consumers may report unfair commercial practices to the Office for Consumer Affairs.

Credit Notes

When a defective product cannot be repaired or replaced, the law gives you the right to request a monetary refund. Sometimes, in such a situation, instead of a monetary refund you might be offered a credit note. If this happens you should refuse the credit note and insist on a refund. Should you decide to accept the credit note then you cannot change your mind and ask for a refund.

You might also be offered a credit note when returning purchased goods because you changed your mind. In such situations you do not have any legal rights and hence you do not have the right to request a free remedy from the seller. Hence, you should accept the offered credit note.

When given a credit note you are responsible to check the terms and conditions of how the credit note should be used. You should give special attention to its expiry date and make sure that you use it before it expires.

Gift Vouchers

Before buying a gift voucher you should ask about the conditions on how the voucher must be used, for instance, if the voucher has an expiry date and whether the voucher must be used at one go or if it can be used in parts.

When receiving a gift voucher it is in your best interest to redeem it as soon as possible as you may lose it or it may expire. There is also the risk that the seller who issued the voucher goes out of business. Once a shop closes down, it would be very difficult for you to recover the value of the voucher.

The seller is obliged to abide by the terms and conditions written on the gift voucher and cannot change these conditions once the gift voucher is purchased.

Sales

Consumer rights do not change during 'Sales'. Even though products are sold at a reduced price consumers still have the right to claim a free remedy if the product purchased results defective or does not conform to the contract of sale.



Air Travel



YOUR CONSUMER RIGHTS AS AN AIR PASSENGER

You are entitled to compensation and assistance when you are denied boarding on a flight due to:

- Delay
- Cancellation
- Overbooking

These rights apply as long as you are in possession of a valid flight ticket and had checked in for your flight on time.

In cases of overbooking, cancellation and delays exceeding three hours, air passengers are entitled to compensation that ranges from €125 to €600 depending on the length of the flight and the delay passengers experience to arrive at their final destination.

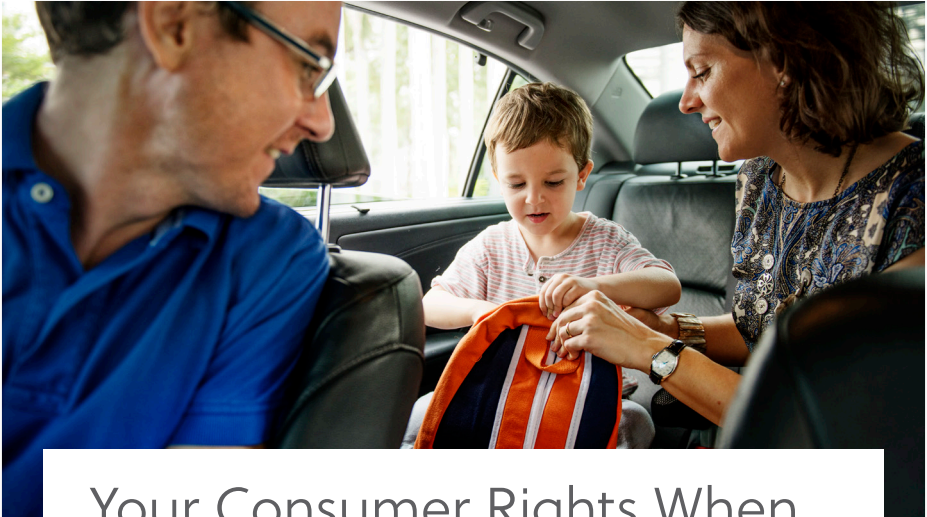
This financial compensation does not apply when the delay or cancellation is due to extraordinary circumstances.

When a flight is cancelled, overbooked or delayed for more than five (5) hours, passengers may opt not to travel and request reimbursement for the full cost of the ticket.

Besides providing financial compensation, the airline is also legally obliged to provide care and assistance to its passengers while waiting at the airport. This should include:

- Two free phone calls, telex, or fax;
- Meals and refreshments proportional to the length of time passengers have to wait at the airport;
- In cases of flights delayed to the following day, hotel accommodation and transport to the hotel.



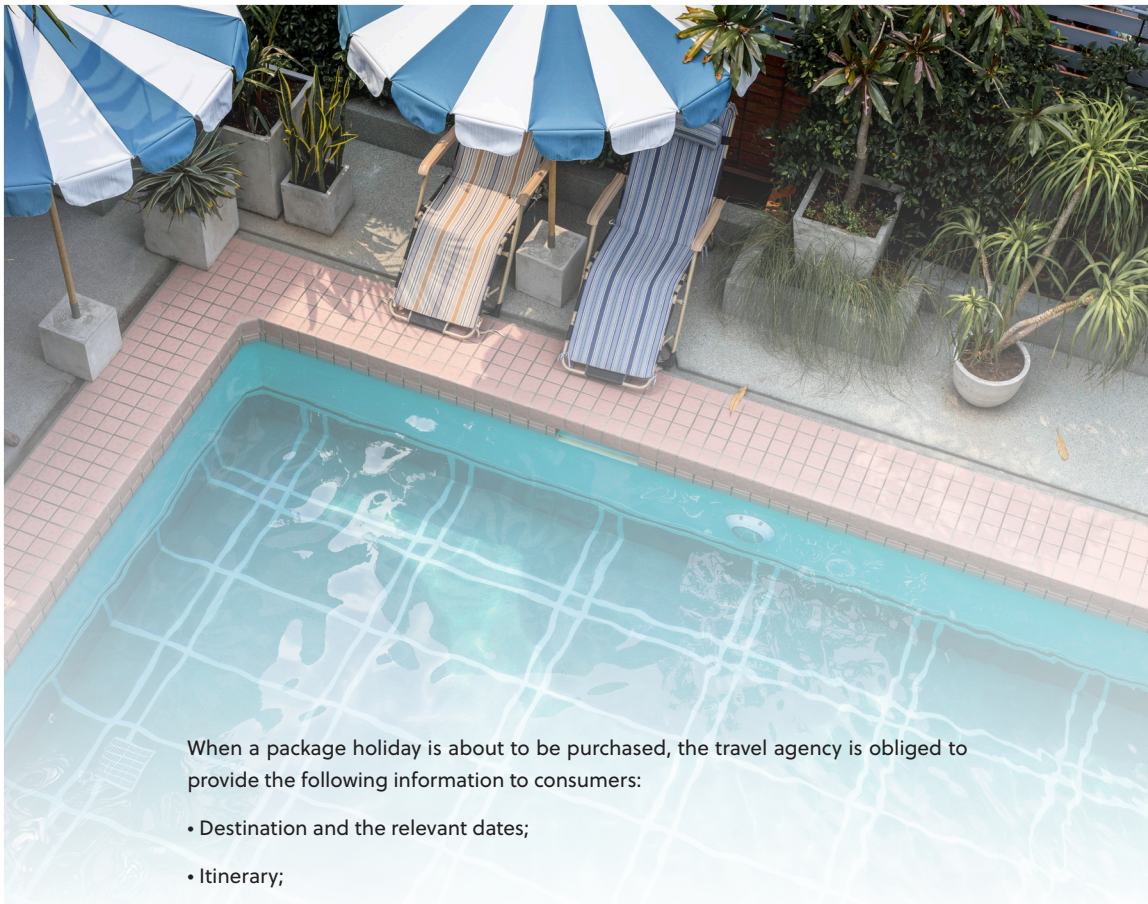


Your Consumer Rights When Purchasing a Package Holiday

The purchase of a package holiday includes at least two of the following services:

- transport
- accommodation
- Other tourist services not ancillary to transport or accommodation and accounting for a significant proportion of the package.

What are also considered as package holidays are travel arrangements purchased from different websites within a 24 hour time period through linked travel arrangements. For example, a consumer might book a flight on a website and through the same website is invited to book another travel-related service from a different website. To be considered a linked travel arrangement the second booking must be concluded within 24 hours from the first booking.



When a package holiday is about to be purchased, the travel agency is obliged to provide the following information to consumers:

- Destination and the relevant dates;
- Itinerary;
- Where the package includes accommodation, its location, category/degree of comfort and its main features;
- The price of the package holiday;
- Visits, excursions and other services included in the price of the package;
- The name, address and telephone number of the organiser or his local representative;
- The payment schedule and method of payment;
- Any special requirements you may have agreed with the organiser when making the booking.

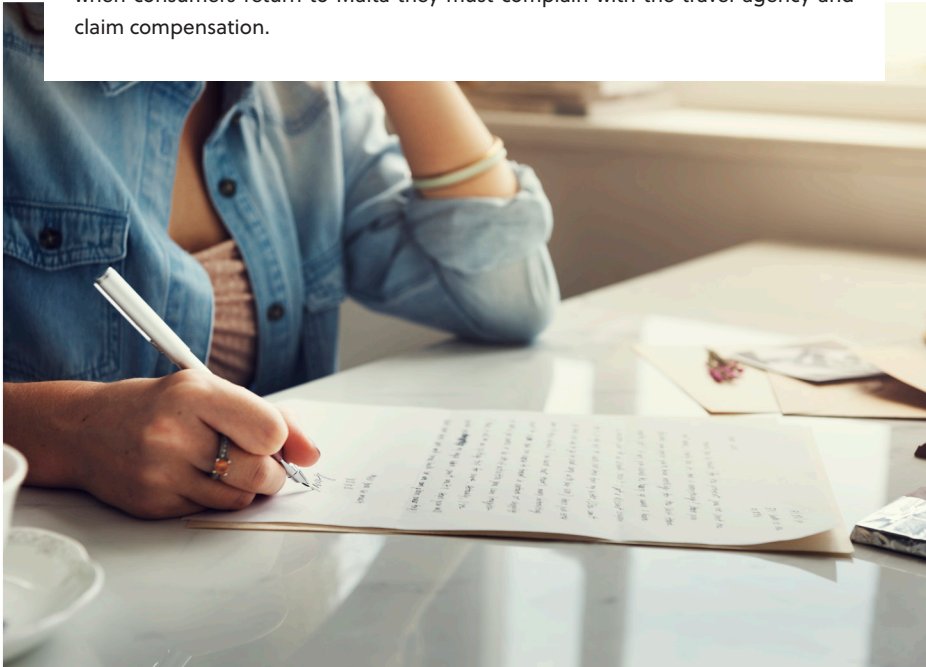
In case any of the information provided is incorrect, the organiser is legally responsible to provide adequate compensation to consumers for any shortcomings incurred during the holiday because of the misleading information about the package holiday.

WHAT ARE YOUR RIGHTS WHEN THE SERVICES PROMISED IN THE PACKAGE HOLIDAY ARE NOT PROVIDED?

First of all the organiser is obliged to provide alternative travel arrangements at no extra cost. Moreover, consumers may request compensation from the organiser for not providing the promised services.

COMPLAIN IMMEDIATELY

When a package holiday is not as agreed consumers must complain immediately with the organiser of the holiday. If the problem is not resolved during the holiday, when consumers return to Malta they must complain with the travel agency and claim compensation.



When purchasing a package holiday make sure that the travel agency gives you an insolvency fund certificate as this entitles you to claim a refund of the money paid to the agency should it go out of business.



How to Lodge a Complaint

When a problem crops up the first person you need to speak to is the seller from whom you bought the product or service. Explain what the problem is and request a remedy. You should never complain in an aggressive way.

WRITTEN COMPLAINT

If, after complaining verbally, you do not manage to reach an agreement with the seller, the next step is to put your complaint in writing.

As per the Consumer Affairs Act you have the responsibility to send your letter of complaint to the trader by registered post within two months from the date you first noticed the problem with the product purchased.

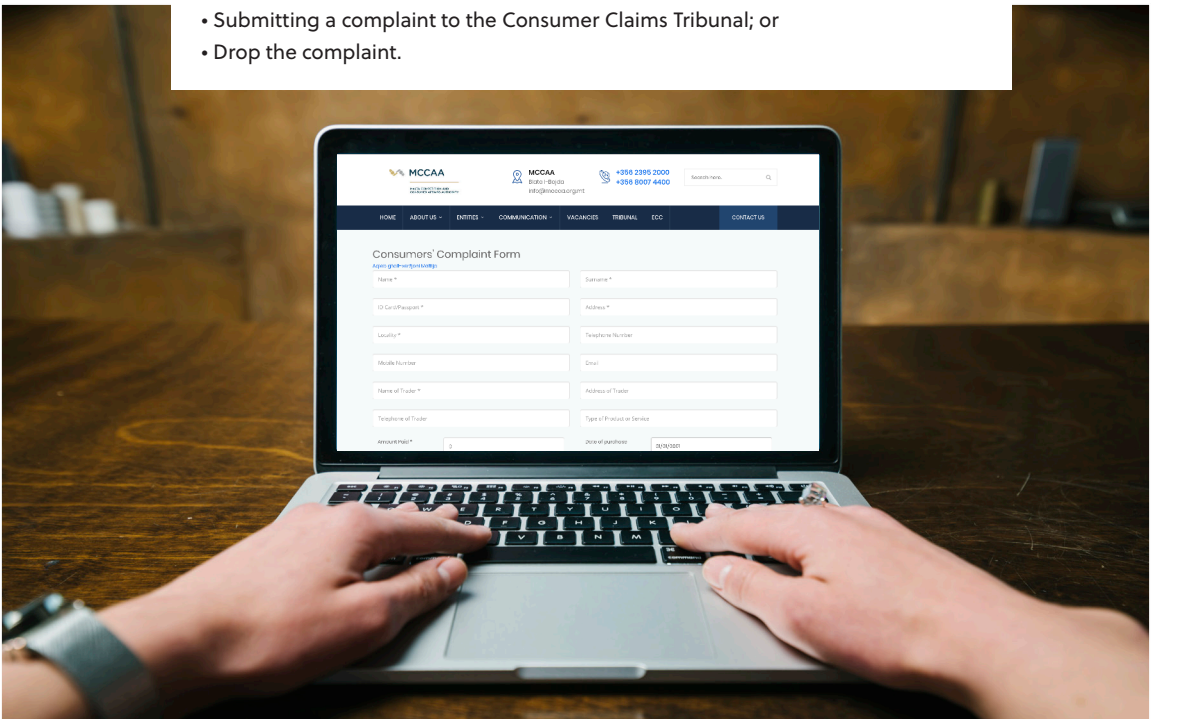
LODGING A COMPLAINT WITH THE OFFICE FOR CONSUMER AFFAIRS

When you do not manage to reach an agreement with the seller then you will need to lodge a complaint with the Office for Consumer Affairs.

During the conciliation process every effort is made to resolve the complaint through an amicable agreement.

When conciliation is not successful the consumer is offered the possibility to choose from:

- Submitting a complaint to the Consumer Claims Tribunal; or
- Drop the complaint.



The image shows a person's hands typing on a laptop keyboard. The laptop screen displays the MCCA (Manitoba Consumer Claims Act) website. The page title is "Consumers' Complaint Form". The form includes fields for Name, Surname, ID Card/Passport, Address, Locality, Telephone Number, Mobile Number, Email, Name of Trader, Address of Trader, Telephone of Trader, Type of Product or Service, Account Holder, and Date of purchase. The MCCA logo and contact information are visible at the top of the page.



MCCAA

MALTA COMPETITION AND
CONSUMER AFFAIRS AUTHORITY



Mizzi House, Triq Nazzjonali, Blata l-Bajda #MR9010



Freephone 80074400



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www.mccaa.org.mt





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