

Journal of trading standards



Buying online
Giving to charity
Mock auctions
Doorstep sales
Cigarettes

Inside this edition you will find.

Mock auctions

Pitfalls of attending

Returning gifts

Your rights

Buying online

7 days cancellation rights

Giving to charity

How to recognise a genuine charity

Doorstep sales

Say NO!

Mobile phones

Cashback contracts

Cigarette & Fireworks

Staying healthy and within the law

Prosecutions

Contacting us

Walk in - Monday to Friday - 9.30am - 1.30pm

5 - 7 Walton Street

Aylesbury

Bucks

HP20 1UP



For consumer advice

08454 04 05 06

www.consumerdirect.gov.uk

For business advice

08453 70 80 90

tsd@buckscc.gov.uk

www.buckscc.gov.uk

Please feel free to copy any of the articles featured in this edition for your local newsletters and where appropriate please pass JoTs around your community.

If you have any comment to make concerning JoTs please contact Jackie Eldridge, 01296 383357 or jeldridge@buckscc.gov.uk

Mock auctions & One day sales

People should be aware of the risks of attending 'mock auction' type sales.

We have received a number of complaints from consumers who have let curiosity get the better of them, and allegedly paid inflated prices for worthless goods.

Organisers of mock auctions usually book a venue for one day, in a community hall. The event is advertised as a clearance sale or stock liquidation. They often distribute leaflets advertising expensive branded goods such as PCs, TVs and Hi-Fi's at greatly reduced prices. They also advertise old stock from department stores. These items are not always available, and the products that are on sale are often cheap, poor quality and in some cases counterfeit.

Many people who attend these sales are drawn into 'bidding' for goods that they do not even see, only to discover that they have paid over the odds for cheap and low quality merchandise.

Our advice is not to attend in the first place but if you do attend, ask yourself the questions below. If you can answer No to any of these questions then think carefully before parting with your hard earned cash!

- Do you know what you are buying?
- Do you know how much you will have to pay?
- Do you know who you are buying the goods from?
- Do you know if you are getting a bargain?



Remember: if it looks too good to be true, then it probably is!

Returning gifts

In strict legal terms you probably have no rights to return your gifts as you were not a party to the contract between the purchaser and the seller. The purchaser probably has no rights unless there was a defect in the item that they would not reasonably have been expected to have seen before buying, or there was a misdescription.

Many retailers are happy to refund or exchange on the presentation of a valid proof of purchase regardless of who bought the item. But they do not have to!

Our advice,

- ◆ Always request a receipt .
- ◆ Check what the sellers returns/refunds policy is before you hand over your money.
- ◆ If a retailer is not prepared to exchange goods or your money you need to ensure the goods are suitable before purchasing them.

Alternatively, if the shop is willing, you could write into your contract that the item is "a gift for" and that all statutory rights are assigned to that person. Therefore if the goods are not as described, of satisfactory quality or fit for the specific purpose (made known to the seller), you may have a right of rejection even though the receiver of the gift did not make the original contract.

Buying online



7 days cancellation rights.

Only shop on-line when the trader:

- has provided their name and address.
- has given details of your 7 day cancellation rights.
- operates a secure site with the padlock symbol on the bottom right of your screen.

When you buy on-line remember to:

- pay by credit card if possible - this may give you extra rights.
- always check the small print before agreeing to contracts.

Check our website for full details of your rights on www.buckscc.gov.uk—look for Trading standards

Giving to charity

During the festive season many people give to charity. Charities rely on public support, but unfortunately you need to be aware that criminals will try to take advantage of charitable donations, especially following large-scale disasters.

- Always check with the Charity Commission (0845 3000 218) to ensure the organisation name and the registered number are genuine charities.
- Research how much money actually goes to the cause and how much is spent on fees or administration to ensure your support is actually reaching the people you intend it for.

There are three particular scams which you should be aware of at this time of year.

- Being approached during an evening out by people with collection boxes claiming to be working on behalf of a charity. You must distinguish between genuine charity collectors and those operating as part of an organised scam. Ask to see identification and ask questions to satisfy yourself that your money is going to people who need it and not into the pockets of scam artists.
- Collection envelopes or household collection bags pushed through your letterbox. Again, confirm the name and registration number with the Charity Commission. Collections of household items and clothing will usually require a licence from the district council where they are operating.
- Street collectors. Donations should be placed into a sealed container, and the individual will be wearing a signed identification badge displaying a telephone number where the authenticity of the collector can be confirmed.



Genuine charities rely on your donations so do yourself and them justice and make sure your money goes to those who genuinely deserve it.

It may be too late once they've gone!

Locally vulnerable people have been the victims of doorstep crimes due to unscrupulous practice by rogue traders.

These horrid crimes take many different forms such as:

- Paying an exorbitant price for house repairs, roofing, tarmac, paving, garden maintenance, alarm systems, even poor quality fish.
- Having to pay in cash in full before the job is finished or having to pay cash upfront for materials.
- Being left with an incomplete or bad quality job.
- Not being able to contact the contractor to get the job finished/repaired because you cannot trace the trader (you only have a mobile phone number)
- Having your possessions stolen whilst being distracted by a doorstep caller/bogus official or their accomplice.



REMEMBER, IT MAY BE TOO LATE ONCE THE ROGUES HAVE GONE

There are laws that protect you from unscrupulous rogue traders ripping you off. These laws are only effective if Trading standards or the Police can track the rogues down. In most situations unless the rogues are caught in the act, it is impossible to trace them.

Recently a rogue roofer managed to extract £20,000 in cash from an elderly gentleman in Amersham for a roofing job that was only worth £1,200. By the time the Police and Trading standards found out about the incident, the roofer had disappeared with the money without completing the job. His greed however, got the better of him. He returned at a later date to extract more money from the victim and was caught in the act by the Police and Trading standards. He was subsequently prosecuted but the money has never been recovered.

Consumers are advised to be cautious of doorstep sellers and to contact Trading standards/Consumer Direct 08454 04 05 06 for advice before they buy at the door.

Truly unbelievable bargains

This sale is out of this world

Sale 99% off everything!*

Always read the small print

*Items advertised might not actually exist. Higher prices might never have been charged. Offers subject to terms and conditions that we will make up on the spot.



A mobile phone “cashback” deal encourages consumers to sign up to a high priced line rental contract. The cashback part is paid either during or at the end of the contract.

These cashback deals are often entered into as the result of a telesales call by a third party dealer who comes across as an employee of your current phone provider.

Numerous consumers who have been induced into a contract are then finding it impossible to get their cash back.

The cashback deal is often separate to the airtime contract. It is frequently operated by a third party, independent of the airtime provider. If it all goes wrong, the airtime provider may wash their hands of the matter leaving the hapless customer with no cashback available, but the airtime contract still valid.

The airtime contract is a separate contract which stands apart from the contract for cashback. If the cashback dealer becomes insolvent the customer will still have a contract with the airtime provider, but no dealer to provide the cashback. Clearly, the monthly instalments will still have to be paid for the remaining term of the airtime contract which the consumer originally purchased and which the airtime provider has a legal right to.

Our advice is:

- Consumers should consider all of the options and consider any contract very carefully before signing on the dotted line or agreeing verbally to a contract they have not actually seen.
- Always read the terms and conditions of the contract and ensure that even if you don't receive the cash back you would be able to afford the full cost of calls and the line rental.
- Not all cash back schemes are bogus, many are in operation that work very well, however, if you are in any doubt about signing up to a cash back contract then our advice is... don't!

Further information.

Office of the Telecommunications Ombudsman

www.otelo.org.uk

0845 0501614

Communications & Internet Services
Adjudication Scheme

www.cisas.org.uk

0207 421 7432

For further help contact Consumer Direct on
08454 040506

Cigarettes

The age to legally purchase tobacco products has risen for 16 to 18 years falling in line with alcohol sales. Trading standards are asking retailers and licencees to challenge anyone who looks under 21 and not to sell either tobacco or alcohol to anyone who cannot prove their age.

Children who smoke are far more likely to continue smoking in adult life.

The younger people start to smoke, the more likely they are to smoke for longer and to die early from smoking-related illnesses. Someone who starts smoking at age 15 is three times more likely to die of cancer due to smoking than someone who starts in their mid-20s. Other research has found that female smokers who start to smoke as children are 79% more likely to develop bronchitis or emphysema than those who begin to smoke as adults. Research shows that children may purchase cigarettes from unsupervised vending machines. Statistics show that more than 1 in 6 children who are regular smokers usually buy their cigarettes from machines in – this equates to a staggering 46,000 children regularly buying cigarettes in this way in England and Wales.

By refusing to sell to under 18's retailers are not only complying with the law but also preventing some of these teenagers from becoming adult smokers or excessive drinkers, therefore greatly decreasing their risk of developing cancer, heart disease and many other serious ailments in later life.

If you have information about shops selling tobacco to young people please contact Consumer Direct 08454 04 05 06.

Further information.

British Heart Foundation. www.bhf.org.uk

Buckinghamshire Drug & Alcohol Action Team
www.bucksdaat.co.uk

NHS Direct www.nhsdirect.org.uk
Provides common health questions.
'How can I stop my kids stopping?'

The Information Centre www.ic.nhs.uk
Site contains a report - smoking, drinking and drug use among young people 2006

Fireworks

Shops that are registered or who are licensed to store fireworks can legally sell adult fireworks to customer's aged 18 or over, during the New Year period beginning 26th - 31st December and every year.

Fireworks are marked with BS 7114 and includes sparklers. It is illegal to sell adult fireworks and sparklers to anyone aged under eighteen years. It is also illegal for anyone aged under eighteen years to possess adult fireworks in a public place.

1. TO SELL ADULT* FIREWORKS TO ANYONE UNDER 18
2. FOR ANYONE UNDER 18 TO POSSESS ADULT* FIREWORKS IN A PUBLIC PLACE

* ANY FIREWORKS EXCEPT FOR CAPS, CRACKER SNAPS, INDOOR FIREWORKS, NOVELTY MATCHES, PARTY POPPERS, SERPENTS, SPARKLERS AND THROWDOWNS

**FIREWORKS
BE SAFE
NOT SORRY**

© Crown Copyright 2006. All rights reserved. www.dti.gov.uk/fireworks

dti

Mitchell & Butler

The pub & restaurant chain have several premises around the County. During a routine inspection it was noticed that there were no products in the kitchen store that corresponded to some of the descriptions of meals on the menu. Cows mozzarella was used instead of Buffalo, Gloucestershire Ham didn't come from Gloucester and Wexford cheese was ordinary cheddar. Inspections in other premises owned by the company showed a similar scenario. Even after they were advised of the misdescriptions the menu's were not changed.

The company was summonsed for four offences and entered guilty pleas to all of them. They were fined £6000 with £840 costs

David John Nutt

Mr Nutt is slaughterman who collects and disposes of dead farm animals. He also is a livestock dealer. Mr Nutt was summonsed for misdescribing a cow that he had taken to an abattoir as being under thirty months old. This would have given it a considerable increase in its value. He was also summonsed for misdescribing the parents of a further two animals to give them credibility. There were additional summonses relating to his failure to keep records. At the same time it came to our notice that he had agreed with a lady to cremate her horse that had died and to return its ashes to her in a casket. He duly removed the horse but the ashes that were returned consisted of pigs, dog and sheep remains. He was found guilty of all offences and fined £3,250 with costs of £5,100

Nicola Reid and Lee Trotman.

Nicola Reid and Lee Trotman were found selling counterfeit DVD's at a car boot sale in Aston Clinton. This was the second time that we found Mr Trotman committing this type of offence in a year. He entered a guilty plea at Aylesbury Magistrates Court and after calling for reports Mr Trotman was ordered to do a community sentence for 12 months under supervision and he has to conduct a 25 day period of activity under Education, Training and Employment. He was ordered to pay £715 costs

Nicola Reid had no previous history of this type of offence and after entering a guilty plea she was fined £300 and ordered to contribute £200 towards prosecution costs.

A colleague of the above was given a written warning for helping them with the sales.