



**UK European Consumer Centre**



# **Winning the 2012 Games**

**What you should know**

## UK European Consumer Centre

Rogue traders keen to see European consumers parted from their hard-earned cash when they visit the London 2012 Olympic and Paralympic Games could have the potential to dent consumer confidence. This leaflet is being produced to ensure consumers are aware of their rights and to help empower them to avoid problems. We're here to help.



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Remember that no matter where you shop within the European Union you have basic rights that cannot be taken away.

## Accommodation

During summer 2012, hundreds of thousands of people are expected to descend on London and the rest of the UK for the London 2012 Olympic and Paralympic Games. The London 2012 website says that more than 100,000 hotel rooms are anticipated to be available in London alone for visitors to choose from. More details later in this accommodation section.

We want to help all visitors ensure that their stay goes without a hitch and help them to avoid any accommodation pitfalls that may arise.

A lot of visitors may book their accommodation online and many people within the EU do not fully understand what rights they have for online purchases or what rules traders need to follow. The following are points all travellers should bear in mind:

- Accommodation, for example, is not covered by the Distance Selling Directive, which unfortunately for consumers means that visitors to London 2012 who book their accommodation online have no right to cancel as there is no seven working day cooling-off period.



- Prospective visitors to the UK who begin their search for accommodation online should bear in mind that the E-Commerce Directive dictates minimum levels of information that a web trader based within Europe must provide to consumers, including the name of the trader and geographical address plus email address. An acknowledgement of receipt of the consumer's order must also be sent.

**And remember** – a web address is no indication of where a trader is based. For example, if the trader has a .co.uk web address, this does not mean that the trader is based in the UK.

- When a visitor to the UK books accommodation either direct with the provider or via an agent, if that accommodation proves to be substandard, then the visitor would be entitled to reimbursement under the Supply of Goods and Services Act 1982 because the accommodation misdescription is considered to be a service.

An individual renting out their house to a visitor would also be liable to provide a reimbursement because he/she is entering into a contract as a business (i.e. making a profit).

- A scam is when people con you out of your hard-earned cash. Scammers who target unsuspecting people using increasingly sophisticated and manipulative tactics can bring real upset and misery to their victims. EU consumers could fall foul of UK scammers from the comfort of their own homes (via the email and the internet) or whilst visiting the UK.

If a visitor is conned into paying for accommodation which simply doesn't exist, then that would be a breach of contract. A 'contract' may be breached if the accommodation provider does not do what its terms and conditions say. Breach of contract is the failure of either party – consumer or trader – to perform any term of a contract, written or oral, without a legitimate legal excuse. This may include substituting inferior or significantly different accommodation.

It is highly unlikely, however, that a consumer would get any money back as result of a scam as the scamster could be long gone. Beware of some of the following tactics used by scammers: they may ask you to ring a premium rate number, may make an unsolicited approach by email, or request payment only by money transfer service or bank transfer.

If you visit the UK for London 2012 and feel you've been the victim of a scam, in the first instance you should visit the European Consumer Centre based in your home country. They can share the case with the UK ECC.



- Before entering into a contract we advise you to:
  - Thoroughly read the terms and conditions, which may include consumers' obligations.
  - Check the website for the company's address and full contact details. If it is not easy to find, ask yourself why?
  - Ensure the site is secure – look out for the 's' in https when paying. A padlock on the payment screen is also a mark of security.

**And don't forget** – consumers are advised that when buying goods or services costing more than £100 and less than £30,000 to use a UK-based credit card, as section 75 of the Consumer Credit Act 1974 may place equal liability with the seller on the credit card company. Visitors from elsewhere in the EU should check with their credit card provider for similar protection in their home country.





- The London 2012 Organising Committee (LOCOG) has included advice on its London 2012 website – [www.london2012.com/accommodation](http://www.london2012.com/accommodation) – so that visitors can find out more about accommodation during the Games and search for accommodation near to each 2012 venue via the VisitLondon and VisitBritain websites: [www.visitlondon.com/accommodation-during-the-games](http://www.visitlondon.com/accommodation-during-the-games) and [www.visitbritain.com/en/Accommodation](http://www.visitbritain.com/en/Accommodation)

Holiday Inn is the official hotel provider of the London 2012 Olympic and Paralympic Games and Thomas Cook is the official provider of Games Breaks. The London 2012 website advises non-UK residents to contact their local National Olympic Committee or Authorised Ticket Reseller about ticket and accommodation packages.



## Ticket purchases

If you were one of the thousands of people who were disappointed when they failed to get tickets for the London 2012 Olympic and Paralympic Games through official channels, then you are exactly the kind of consumer most at risk from rogue traders wanting to exploit you. We want EU consumers planning a visit to the UK to be on their guard for fake ticket websites and to understand their rights when they shop online.

Many people shopping online within the EU do not fully understand their rights for online leisure ticket purchases or what rules traders need to follow. So here are a few pointers to consumer protection:

- Consumers are advised when buying goods costing more than £100 and less than £30,000 to use a UK credit card, as section 75 of the Consumer Credit Act 1974 may place equal liability with the seller on the credit card company. The act states that consumers can hold the credit card company equally liable for any breach of contract (e.g. non-delivery of items) or misrepresentation. Visitors from elsewhere in the EU should check with their credit card provider for similar protection in their home country.

- A 'contract' may be breached if the ticket company does not do what its terms and conditions say. Breach of contract is the failure of either party – consumer or trader – to perform any term of a contract, written or oral, without a legitimate legal excuse. This may include failure to deliver all of the goods (in this case, the tickets) or substituting inferior or significantly different goods.

When consumers buy tickets, a contract is formed between the consumer and the seller. This contract is legally binding and is covered by the EU Consumer Sales Directive 99/44/EC. If a consumer purchases tickets from a trader that were not as described when bought, then this is a breach of contract under the EU Consumer Sales Directive 99/44/EC. It's worth bearing in mind, however, that if tickets are purchased for a specific date but not a specific sport, then there would be no breach of contract.

- Under the EU Services Directive 2009, a consumer's place of residence/nationality should not affect the price they pay.

The secondary ticket market – where tickets are not allocated by event organisers or by other recognised primary ticket houses (normally recommended by the venue or organiser) – can pose problems. Secondary ticket sellers tend to specialise in 'sold-out' events and consumers should be on their guard for possible fake London 2012 Games' tickets.

Most sellers of 'sold-out' tickets have terms and conditions which state that tickets will arrive just before the event, but if this doesn't happen, the seller may be long gone and the consumer would have very little protection. Redress then becomes very difficult.

To give you a better chance of being able to rely on your tickets, the UK ECC is advising consumers to take a few extra precautions when buying online tickets:

- Thoroughly read the terms and conditions, which may include consumers' obligations.
- Check the website for the company's address and full contact details. If it is not easy to find, ask yourself why?
- If it seems too good to be true, it probably is.
- Beware of buying tickets once an event is 'sold out'.
- Ensure the site is secure – look out for the 's' in https when paying. A padlock on the payment screen is also a mark of security.
- Use Howard, our interactive shopping assistant, when purchasing goods online. Find Howard at: [www.ukecc.net/sub.asp?id=209](http://www.ukecc.net/sub.asp?id=209)

The London 2012 Organising Committee of the Olympic Games and Paralympic Games Limited (LOCOG) has put several measures in place to help consumers buy tickets from authorised sources:

- A website checker is available on the official London 2012 website to check if a site is an Authorised Ticket Reseller (ATR). Individuals from outside the UK (including designated European countries) should check this website for a list of official suppliers.
- The official London 2012 website has a list of 'known unauthorised websites' claiming to offer London 2012 tickets, although it is not exhaustive.
- These services are available at: [www.london2012.com/about-this-website/ticketing-website-checker.php](http://www.london2012.com/about-this-website/ticketing-website-checker.php)

All London 2012 tickets are subject to the ticketing terms and conditions which can be found on the London 2012 website at: [www.tickets.london2012.com/purchaseterms.html](http://www.tickets.london2012.com/purchaseterms.html)

Furthermore, if you have any London 2012 ticket-related questions, you can use the London 2012 FAQ tool which can be found at [www.tickets.london2012.com/help.html](http://www.tickets.london2012.com/help.html)



## Eating out

It's quite probable that EU consumers will be eating out in restaurants during their visit to London 2012 Olympics.

Restaurants are covered by the Supply of Goods and Services Act 1982, which means that the food they provide as part of the service must be of satisfactory quality and as described. The standard of the restaurant is implicit when assessing satisfactory quality.

Consumers should make sure that the amount on the debit/credit card screen is correct before authorising their bill. They should ensure that they understand whether cover and service charges are to be added.

**And remember** – legislation in the consumer's home country may place equal liability with the seller on their credit card company, so visitors from elsewhere in the EU should check with their credit card provider.

## Buying goods in the UK

The United Kingdom has implemented directive 1999/44/EC on the Sale of Consumer Goods and Associated Guarantees into the Sale of Goods Act 1979 (as amended). This gives rights to consumers when purchasing goods. It is, however, the Supply of Goods and Services Act 1982 which covers the sale of services in the UK.

Goods must be of satisfactory quality, fit for purpose and as described. If goods do not meet this criteria, they do not 'conform to contract'. Within the first six months, any non-conformity is presumed to have existed at the time of purchase unless proven otherwise by the trader. Within this period the consumer is entitled to have any non-conformity rectified by free repair or replacement. After six months consumers are still protected against faulty products. However, it is then up to the consumer to prove that the lack of conformity existed at the time of sale.

Services must be provided with reasonable care and skill, completed within a reasonable time and must be for a reasonable price if no price is agreed beforehand.

The Limitations Act 1980 allows consumers to make claims for goods and services for up to six years. In Scotland claims can be made for up to five years.

Voluntary guarantees provided do not restrict the statutory rights of consumers.



If the goods purchased are not faulty, consumers have no legal right to return them or claim a replacement from the seller in order to get a refund of the payment made. Some companies have extra returns policies and consumers should check with each individual store prior to purchase and get this confirmed in writing on the receipt.

The currency in the UK is Pounds Sterling (£). Prices must be clearly displayed inclusive of VAT charges, and any extra charges should also be displayed. On most goods and services a 20% value added tax (VAT) is charged in the UK.

Under contract law, a price tag is not a legally binding offer; therefore consumers cannot insist on getting the item for the same price as indicated.

**And don't forget** – consumers are advised when buying goods costing more than £100 and less than £30,000 to use a UK credit card, as section 75 of the Consumer Credit Act 1974 may place equal liability with the seller on the credit card company. Visitors from elsewhere in the EU should check with their credit card provider for similar protection in their home country.

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For more information and advice, visit our website [www.ukecc.net](http://www.ukecc.net). Please remember that the information in this leaflet can provide general guidance only. It is not intended as a full description of the law.

Sign up to the UK ECC newsletter, 'your update' through our website [www.ukecc.net](http://www.ukecc.net)

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