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REPORT ON IRISH CONSUMERS' AWARENESS AND KNOWLEDGE OF LEGAL RIGHTS

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IRISH CONSUMER AWARENESS AND KNOWLEDGE REPORT

This Report presents the results of an empirical study conducted by staff at the Faculty of Law, University College Cork (UCC) in relation to consumers' self-perception and their actual knowledge of the law.[1]

Background and Outline of Report

Earlier studies on consumer empowerment by the National Consumer Agency suggest that Irish consumers are growing in confidence and in their knowledge of the law.[2] For example, in its latest report on Consumer Empowerment and Customer Service (March 2012) the results show that over 3 in 4 (77%) consumers feel confident in their consumer rights; whereas 11% of consumers do not feel confident in their consumer rights. This compared with figures from 2008 when 70% of consumers felt confident in their consumer rights; whereas 18% of consumers did not feel confident in their consumer rights, at that time. The same study also examined respondents declared knowledge of their consumer rights. Nearly 3 in 4 consumers (72%) claimed to be knowledgeable about their consumer rights (increased from 62% in 2008); while the proportion of consumers stating that they are not knowledgeable stood at 14% (a reduction from 24% in 2008).

This Report (hereinafter 'the UCC study') also builds upon work already undertaken at a European Union level. A Special Eurobarometer Report (No. 342, 2011)[3] on consumer empowerment as well as examining consumer confidence; skills; engagement and detriment, also sought to assess levels of consumer awareness and knowledge of their rights across a range of areas regulated at EU level, including unfair commercial practices and distance selling.[4]

However, there are a number of limitations to these existing studies which the UCC study seeks to address. First, the NCA study does not seek to assess *actual* knowledge about consumer rights. There is a clear concern that consumers may over-assess their own knowledge of their rights and as a result feel more confident and empowered than they might actually be. The UCC study seeks to

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[1] Mary Donnelly, Senior Lecturer in Law; Fidelma White, Senior Lecturer in Law, and Cormac Gilroy, Research Assistant. We are grateful to the UCC Law Department Strategic Research Fund which provided funding for this study and to Dr. Darius Whelan.

[2] Beginning in 2007, the National Consumer Agency has commissioned a series of studies into Irish consumer empowerment and preparedness to complain. The results of some of these studies are available at the NCA website: see *Consumer Empowerment and Complaining* (August 2009); *Consumer Empowerment and Complaining* (January 2010); *Consumer Empowerment and Complaints* (August 2011); *Consumer Empowerment and Consumer Service* (March 2012): available at http://corporate.nca.ie/eng/Research_Zone/Reports/. These studies were based on face-to-face interviews with 1,000 people aged between 15 and 74. In order to ensure that data was nationally representative, quotas were applied on the basis of age, gender, social class and region.

[3] Available at http://ec.europa.eu/public_opinion/archives/eb_special_en.htm

[4] February and April 2010, a total of 56,471 interviews were carried out as part of this EU wide survey, taking place in two waves. A total of 2,014 interviews were carried out in Ireland (by MRBI).

address this gap and provide empirical data concerning consumers' actual knowledge of their consumer rights.

Second, a limitation of the Eurobarometer Report is its focus on European legislation only when testing the actual knowledge of consumers. Irish consumer law is a complex hybrid of European regulation and other regulation of a more domestic origin. Therefore the UCC study, in assessing actual knowledge, focuses largely on consumer rights which derive from domestic law.

Third, neither the NCA nor the Eurobarometer reports address the rationales which underlie consumers' self-assessment in respect of confidence, knowledge and feeling protected by the law.

And last, neither the NCA nor the Eurobarometer reports deal with issues around the vulnerable consumer.

There are three parts to the UCC study. **Part A** assesses levels of consumer empowerment, with reference to matters of confidence as a consumer; knowledge of the law and the feeling of protection by the law, in line with NCA and Eurobarometer studies on consumer empowerment. The UCC study goes further than these studies by seeking to identify the reasons for respondents to feel confident or not.

While the empowered, confident and well-informed consumer is typically seen as the ideal which drives both European and domestic consumer policy, in reality many consumers do not fit this template and can instead be identified as 'vulnerable' and thus arguably in need of further / different protection. **Part B** begins to explore the concept of vulnerability among consumers and asks what makes consumers vulnerable.

Part C examines levels of consumer knowledge of the law with reference to certain basic rights pursuant to domestic and EU based regulation including in relation to the quality standard regarding the sale of goods, the right to return / reject defective goods and get a refund, the right to repair and replacement of defective goods, and the right of return in distance / online sales.

Methodology

The study involved 262 face-to-face interviews with individuals at various locations through-out Cork City, conducted between October and December 2012. The locations are listed in Appendix 1. Locations were chosen on the basis of accessing a broad socio-economic base. Data in respect of demographic distribution related to gender; age; and age of completion of full time education. Demographic breakdown is included at the end of this report.

In evaluating the findings, account should be taken of the small sample size and the limited geographical coverage.

A blank copy of the questionnaire is appended to the Report as Appendix 2.

Funding

The study was funded by the University College Cork, Law Department Strategic Research Fund 2012.

Summary of Findings

Part A – Consumer Empowerment and Rationale (Q.1 – Q.5)

We asked consumers to self-assess in respect of their confidence; knowledge; and feeling of being protected by the law.

As a form of self-assessment, 83% of respondents indicated that they felt 'very confident' or 'quite confident' as consumers; while 17% stated that they felt 'not very' or 'not at all' confident. These findings in respect of confidence are in line with those of earlier NCA and Eurobarometer studies.

There was however a disparity between the NCA/Eurobarometer responses and those of this study in self-assessment regarding knowledge and feeling protected. In the UCC study, only 41% of respondents self-assessed as feeling knowledgeable as a consumer; while only 56% described themselves as feeling protected by the law. These discrepancies may well be simply as a result of the small sample size. However, it is possible that the fact that the introduction to the survey expressly told consumers that they would be tested on their knowledge may have led to a somewhat more circumspect response.[5]

Of those respondents who had self-identified as ' confident' , by far the largest reason given for feeling confident was that 'the respondent can look after him/herself', with 48% of respondents providing that answer. Next came the response by 27% of those surveyed that 'there are laws to protect me' (with 2% of respondents stating more specifically that 'there are EU consumer laws to protect me'). The third largest response, at 10%, was that the consumer 'deals only with reputable suppliers'. The remaining responses were: 'never had a problem with a defective product' – 9%; never had a difficulty asserting rights at 4% ; 'there are EU laws to protect me' at 2%; and one respondent answered 'there are agencies to protect me'.

Last in this section, those respondents who had self-identified as 'not confident', provided their reasons for feeling not confident. In equal measure, 40% of respondents answered that it was their 'lack of knowledge about rights'; and another 40% of respondents answered that it was 'poor standards among retailers' that made them not confident as a consumer. These reasons are notable for the extent to which they stand out from the other reasons given, in terms of their frequency. Other reasons for feeling not confident as a consumer were because: legal regulation was insufficient (9%); own lack of bargaining power as a consumer (6%); own bad experience as consumer (4%).

Part B – Vulnerable Consumers (Q.6 – Q.8)

All respondents were asked: do you think that some consumers are vulnerable: in the sense that they are in some way disadvantaged or in need of greater protection? In reply, 88% of all respondents answered yes - some consumers are vulnerable; with 9% of respondents answering no – some consumers are not vulnerable; leaving 3% answering that they did not know.

[5] At the beginning of each interview, the interviewer read the following statement: "This survey is being conducted on behalf the Law Faculty at UCC, and it asks questions about consumers perceptions of themselves and their knowledge of the law. It takes between 5 -10 minutes. Would you be willing to participate in this short survey and please feel free to withdraw at any time?"

All respondents were then asked: would you consider yourself to be vulnerable? In reply, 51% of respondents answered no - they did not consider themselves to be vulnerable; next, 37% of respondents answered that sometimes, they considered themselves as vulnerable; and the remaining 12% of respondents answered yes - they considered themselves as vulnerable.

Last in this section, those respondents who answered that they thought that some consumers are vulnerable were asked: what characteristics make a consumer 'vulnerable'? 'Lack of knowledge' was the highest answer given by 46% of respondents. Next, was 'power disparity' given by 23% of respondents. The next most popular replies were: 'age – elderly' (15%); 'limited education' (9%); 'minority group (including English not first language) (4%); 'age – youth' (1%); 'disability' (1%); and 'socio-economic status' (1%).

Part C – Actual Knowledge (Q.9 – Q.17)

In order to assess consumers' actual knowledge of their legal rights, respondents were asked specific questions about various consumer rights, remedies and information, including the right to return (or reject) goods in the offline and online context, as well as about sources of consumer information.

Respondents were asked five questions (Q.9 – Q. 13 below) probing different aspects of their rights and remedies in relation to sale of goods contracts. First, respondents were asked whether they had a legal right to return goods bought from a shop where they subsequently changed their mind about the goods (Q.9). Just less than half of respondents (48%) provided the correct answer that they cannot return (or reject) goods merely because they change their mind. A slightly larger proportion, 49% of respondents, answered 'yes: they could return goods in this context' - the incorrect answer; while 3% did not know either way.

Next, respondents were asked about their right to return (or reject) *defective* goods (Q.10). Almost all respondents answered this question correctly (98%), with the knowledge that where goods are defective, consumers have a legal right to return them to the seller and seek a refund of any price paid.

However, the right to return / reject defective goods is limited and a consumer can lose the right to reject in various circumstances, including with the passing of time. Irish law does not specify a fixed time limit within which a consumer can return/reject defective goods. Pursuant to legal rules and case law, this time varies depending on a range of circumstances. To explore respondents' knowledge of these legal rules, respondents were asked a two-part question (Q.11). First, they were asked: "is there a time limit in which you are entitled to return goods and get a refund?". In reply, almost two-thirds of respondents (63%) provided the correct answer that there is a time limit; but close to one-third of respondents (31%) stated that they did not know; while 6% answered incorrectly that there is no time limit. The respondents who answered this first-part of the question correctly (63%) were asked a follow-on question: "what is that time period?". Only 14% of respondents answered correctly that the time to return / reject goods depends on or varies with the circumstances. The vast majority of respondents believe, incorrectly, that there is a fixed time-limit ranging from 7 days (1%), to 14 days (4%), to the most popular 30 days (45%) and beyond (3%).

Then, respondents were tested about their knowledge of the legal quality standard which applies to sales of goods (Q.12). Only one-quarter of respondents claimed to know the legal term as to the quality of goods sold; and the remaining three-quarters stated that they did not know the legal term as to quality. Of the 25% of respondents who claimed to know the quality term, 54% identified the

quality term correctly as 'merchantable quality'; 35% accurately described the quality standard in terms simply of 'fitness'; while 11% used the more exact phrase 'fitness for purpose'.

In Irish law, consumers have the right to seek repair or replacement of defective goods as an alternative to returning / rejecting defective goods and seeking a refund. But importantly, a seller cannot require a consumer to accept repair or replacement in substitution to the right to return / return. This choice rests with the consumer. In was in this context that respondents were asked whether a seller could insist on repair or replacement of defective goods instead of allowing a consumer to return the goods and get a refund (Q.13). Just over one-third of respondents (34%) answered this question correctly; with two-thirds (66%) of respondents not knowing that the bargaining power rests with the consumer.

Respondents were then questioned about their rights in relation to distance / online sales (Q. 14). Under the current distance selling regulations which apply to online sales, in general, consumers have 7 days from the date of delivery to return goods, without reason and without penalty. Respondents were asked whether they could return goods bought online 4 days after delivery and get their money back, without giving a reason. Just over a quarter of respondents (28%) answered the question correctly; 42% of respondents did not know that a consumer has a legal right to return goods bought online, within a 7 day period, without reason; while a substantial number of respondents (30%) stated that they did not know the answer.

Next, respondents were questioned about their recognition and knowledge of consumer notices (Q.15). Respondents were asked: "have you ever seen the term 'does not affect your statutory rights' used, and if so, what does it mean?". In reply, 77% of respondents answered 'yes' they had seen the term 'does not affect your statutory rights'; while 23% had not seen the term. Of the 77% who had seen the term a further 70% of those respondents explained the phrase correctly; 29% of those respondents did not know the meaning of the phrase; while a mere 1% provided an incorrect answer.

Respondents were then tested on the distinction between rights derived from the law and common practice (Q.16). All respondents were asked: "are you legally entitled to a receipt when you purchase goods or services?". While the standard practice is to provide a receipt, there is no legal requirement on sellers to provide receipts to consumers. Almost all respondents (99.6%) answered this question incorrectly, believing they had a legal right to be provided with a receipt!

Lastly, respondents were asked to identify their sources of legal information (Q.17). The Internet (at 45%) and the Citizen Information Office (at 28%) were the most significant sources of information with 'family and friends' coming in next at 11% and the National Consumer Agency (online and telephone) at 10%. Other sources included the media, solicitors, the European Consumer Centre and school.

In summary, in relation to rights and remedies arising from sale of goods contracts, while nearly all respondents (98%) were aware of their legal right to return defective goods, when asked more detailed questions about different aspects of these rights and remedies, the numbers of respondents who provided correct answers reduced significantly. Similarly, knowledge about consumer rights as regards online sales was not very high; while knowledge around a legal entitlement to a receipt could hardly have been worse! In contrast, recognition and knowledge around the notice "does not affect your statutory rights" was good. Further, any attempt to improve levels of actual knowledge around consumer rights and remedies should be mindful of the sources of legal information identified above.

PART A – CONSUMER EMPOWERMENT AND RATIONALE

Question 1 – Confident as a consumer

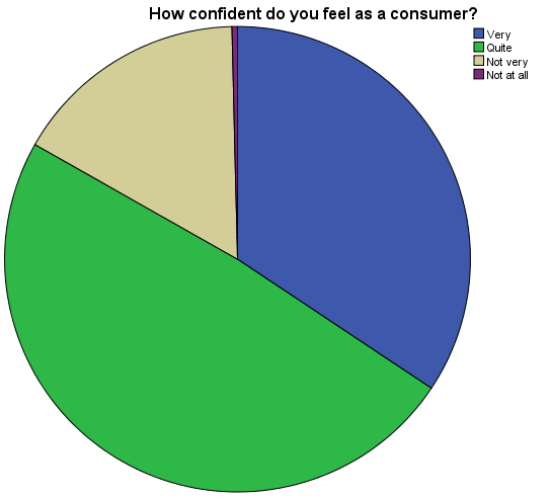
Respondents were asked**:** in general, when choosing and buying goods and services, how **confident** do you feel as a consumer? They were given five options, to select one: very; quite; not very; not at all; and don't know. ***Figure 1*** shows the results.

Figure 1
How confident do you feel as a consumer?

	Frequency	Percent	Valid Percent	Cumulative Percent
Very	90	34.4	34.4	34.4
Quite	128	48.9	48.9	83.2
Not very	43	16.4	16.4	99.6
Not at all	1	.4	.4	100.0
Total	262	100.0	100.0	

Accordingly, out of a total of 262 respondents, the largest proportion of respondents stated that they were 'quite confident' (128 respondents or 49%); with the next largest proportion stating that they were 'very confident' (90 respondents or 35%). Of the remaining respondents, 43 (or 16%) stated that they were 'not very' confident, while only one respondent stated that he/she was 'not at all' confident. These findings are represented in **Figure 2** below.

Figure 2



Therefore, 83% of respondents claimed to feel confident (very or quite) while 17% were not confident (not very; not at all). These figures are in line with most recent figures from the NCA (2012) where 78% of respondents described themselves as confident; and 10% as not confident; and the Eurobarometre study (2011) which reported 84% of Irish respondents as confident (compared

with an EU average of 73%); while 13% of Irish respondents were not confident (compared with an EU average of 26%).

Question 2 – Knowledgeable as a consumer

Respondents were asked: in general, when you are choosing and buying goods and services, how **knowledgeable** of your rights as a consumer, do you feel? Respondents were given five options, to select one: very; quite; not very; not at all; and don't know. ***Figure 3*** shows the results.

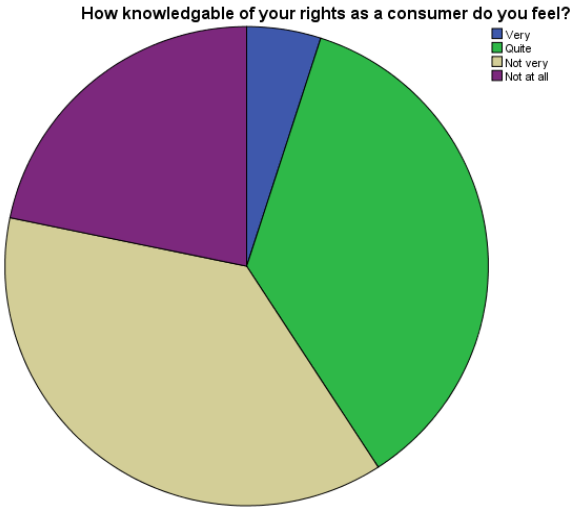
Figure 3

How knowledgeable of your rights as a consumer do you feel?

	Frequency	Percent	Valid Percent	Cumulative Percent
Very	13	5.0	5.0	5.0
Quite	94	35.9	35.9	40.8
Not very	98	37.4	37.4	78.2
Not at all	57	21.8	21.8	100.0
Total	262	100.0	100.0	

In response to this question, the largest proportion of respondents stated that they were 'not very' knowledgeable (37%); followed closely by respondents who stated that they were 'quite' knowledgeable (36%). The next largest proportion of respondents stated that they were 'not at all' knowledgeable' at 22%; while 5% of respondents claimed to be 'very' knowledgeable. These results are represented in ***Figure 4*** below.

Figure 4



As can be seen from ***Figures 3*** and ***4*** above, in the UCC study, a total 41% of respondents claimed to feel knowledgeable (very or quite) while 59% were not knowledgeable (not very; not at all). This is not in line with NCA and Eurobarometer studies where higher rates of knowledge were reported. In

the last NCA study (2012), 71% of respondents described themselves as knowledgeable; with 17% of respondents stating that they were not knowledgeable. Similarly, the Eurobarometer report (2011) noted that 78% of Irish respondents identified as knowledgeable (compared with an EU average of 63%); while 19% of Irish respondents stated that they were not knowledgeable (the EU average being 36%).

Question 3 – Protected as a consumer

Respondents were asked: in general, when you are choosing and buying goods and services, how **protected** by the law do you feel as a consumer? Again, respondents were given five options, to select one: very; quite; not very; not at all; and don't know. The frequency and percentage of answers is set out in ***Figure 5*** below.

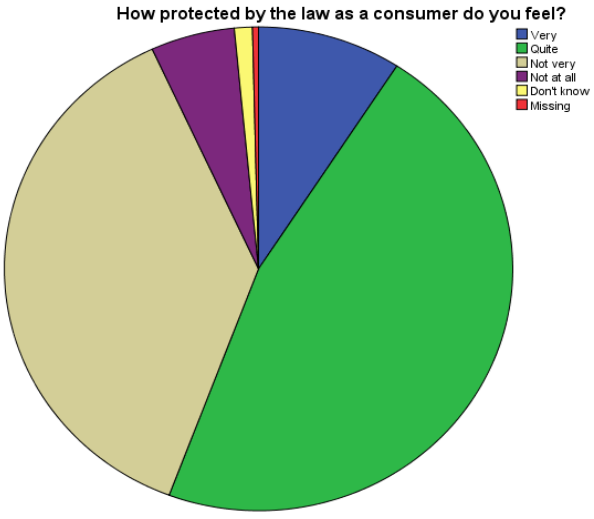
Figure 5

How protected by the law as a consumer do you feel?

		Frequency	Percent	Valid Percent	Cumulative Percent
Valid	Very	24	9.2	9.2	9.2
	Quite	122	46.6	46.7	55.9
	Not very	98	37.4	37.5	93.5
	Not at all	14	5.3	5.4	98.9
	Don't know	3	1.1	1.1	100.0
	Total	261	99.6	100.0	
Missing	System	1	.4		
Total		262	100.0		

As with Question 2, the vast majority of answers rest in the middle ground. The highest proportion of respondents, at 47%, stating that they are 'quite' protected; and the next highest proportion of respondents, 38%, stated that they are 'not very' protected. Next comes the 9% who claim to be 'very' protected; with 5% of respondents claiming to be 'not at all' protected. These figures are represented diagrammatically in ***Figure 6*** below.

Figure 6



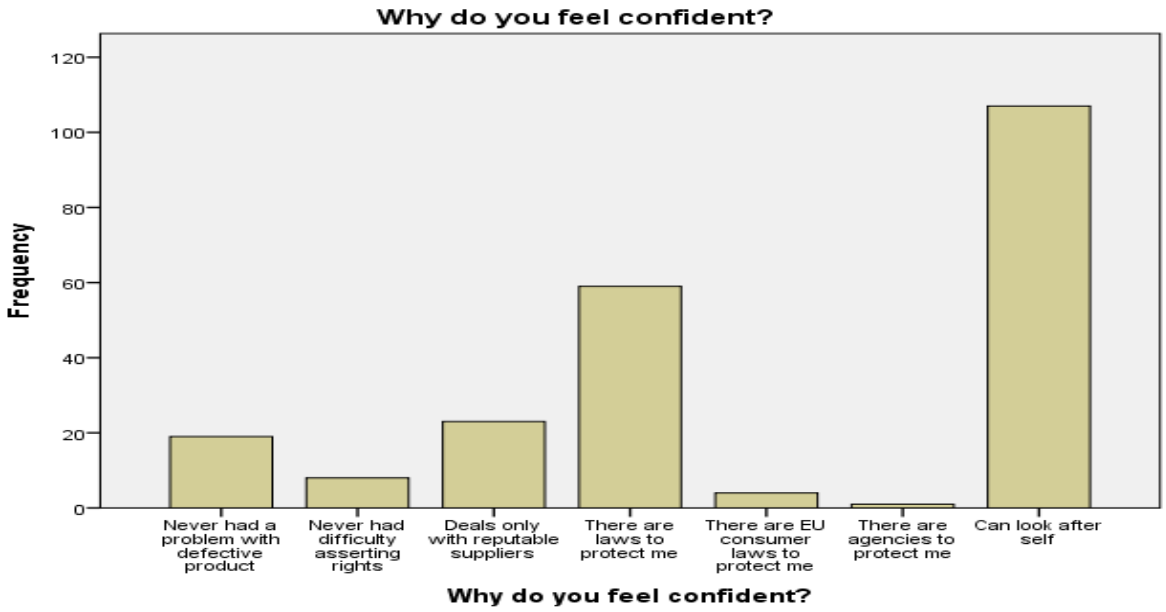
Accordingly, 56% of respondents claimed to feel protected (very or quite) while 43% were not protected (not very; not at all). Again, there is a disparity between these findings and those of the NCA and Eurobarometer studies where higher levels of feeling protected were reported. In the last NCA study (2012), 71% of respondents described themselves as feeling protected; with 8% of respondents stating that they were not protected. Similarly, the Eurobarometer report (2011) noted that 70% of Irish respondents identified as feeling protected (compared with an EU average of 55%); while 21% of Irish respondents stated that they were not protected (the EU average being 40%).

Question 4 – Why confident?

The respondents who answered that they were very confident / quite confident (83% of the total) were then asked, in an unprompted question: why do you feel confident?

By way the largest reason provided for why a consumer feels confident was that 'they can look after themselves', with 48% of respondents providing that answer. Next came the response by 27% of those surveyed that 'there are laws to protect me' (with 2% of respondents stating more specifically that 'there are EU consumer laws to protect me'). The third largest response, at 10%, was that the consumer 'deals only with reputable suppliers'. The remaining responses were: 'never had a problem with a defective product' – 9%; never had a difficulty asserting rights at 4% ; 'there are EU laws to protect me' at 2%; and one respondent answered 'there are agencies to protect me'. ***Figure 7*** below sets out the frequency of the range of answers provided.

Figure 7

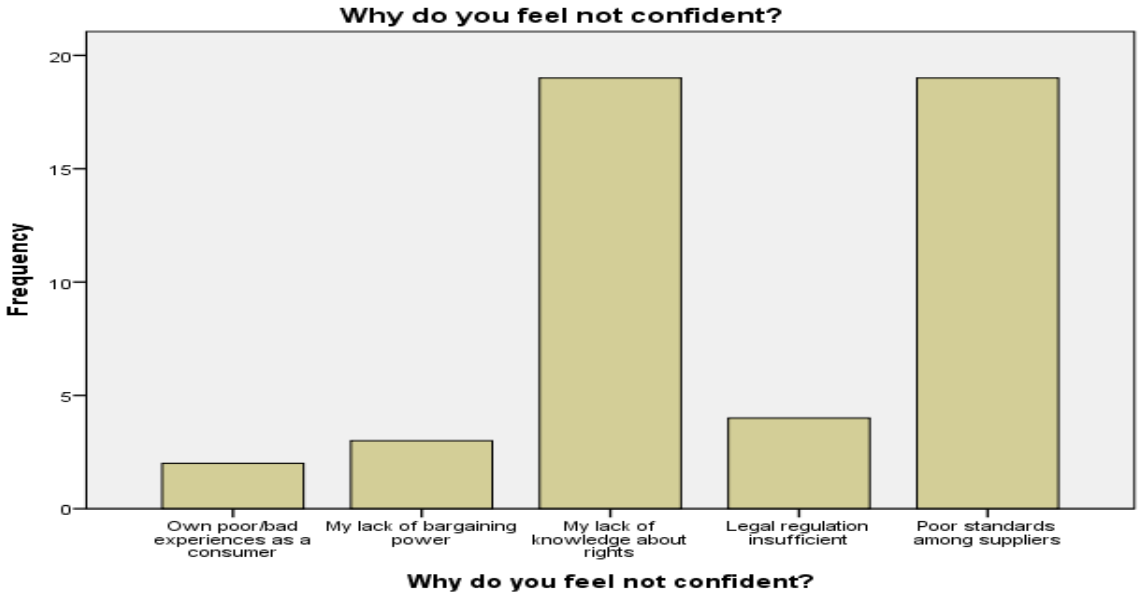


Question 5 – Why not confident?

As a corollary to Question 4, in Question 5 respondents who answered that they were not very confident / not at all confident (17%) were asked, in an unprompted question: why do you feel not confident as a consumer?

The frequency of these replies is represented in ***Figure 8*** below.

Figure 8



In equal measure, 40% of respondents answered that it was their 'lack of knowledge about rights'; and another 40% of respondents answered that it was 'poor standards among retailers' that made them not confident as a consumer. These reasons are notable for the extent to which they stand out from the other reasons given, in terms of their frequency. Other reasons for feeling not confident as a consumer were because: legal regulation was insufficient (9%); own lack of bargaining power as a consumer (6%); own bad experience as consumer (4%).

PART B – THE VULNERABLE CONSUMER

Question 6 – Are some consumers vulnerable?

All respondents were asked: do you think that some consumers are **vulnerable**, in the sense that they are in some way disadvantaged or in need of greater protection? Respondents were offered three options, in reply : yes; no; and don't know.

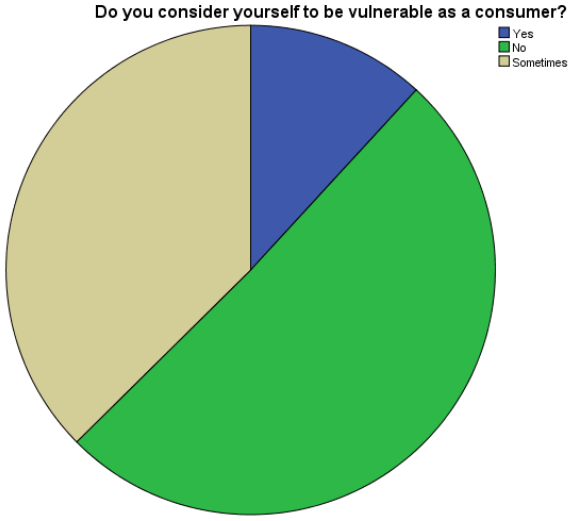
A very large majority of respondents (88%) answered yes - some consumers are vulnerable; with 9% of respondents answering no – some consumers are not vulnerable; leaving 3% answering that they did not know.

Question 7 – Would you consider yourself vulnerable?

All respondents were then asked a follow-on question: would you consider yourself to be **vulnerable**, as a consumer? Respondents were offered three options, in reply : yes; no; sometimes; and don't know.

The largest response to this question came from respondents who answered no - they did not consider themselves to be vulnerable, at 51% of respondents. The next largest response came from 37% of respondents who answered that sometimes, they considered themselves as vulnerable. The remaining 12% of respondents answered yes- they considered themselves as vulnerable. These findings are set-out below in ***Figure 9.***

Figure 9



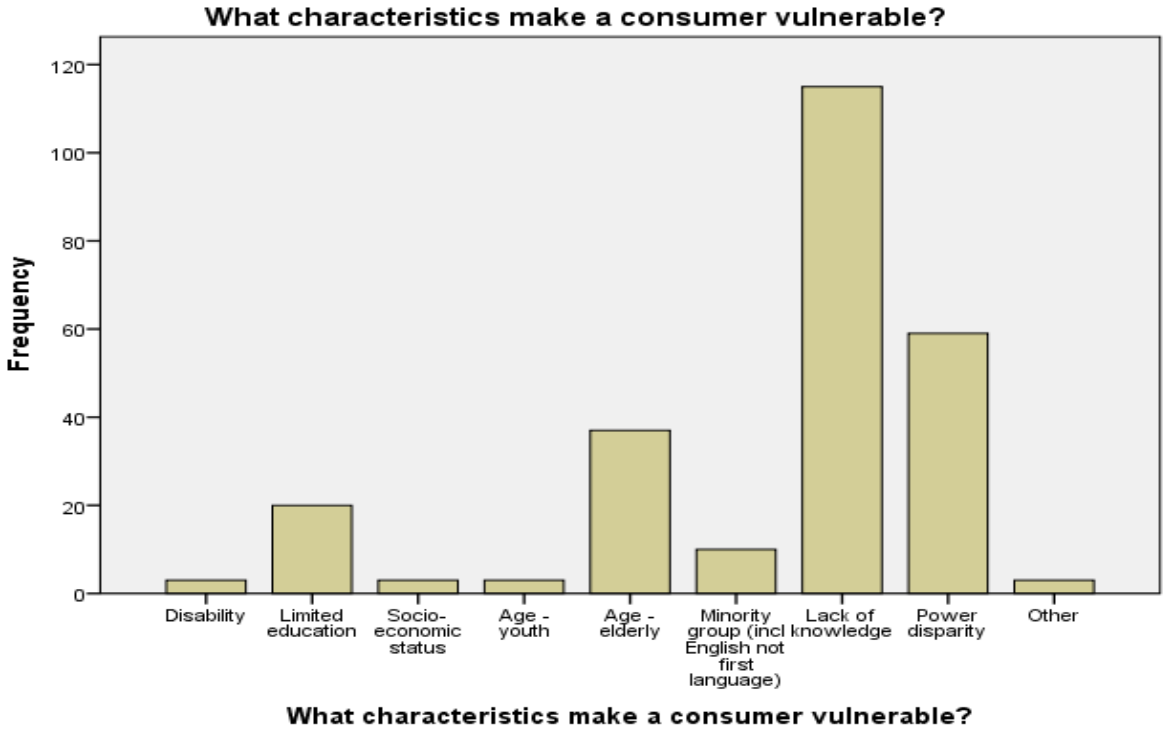
It is notable that while 51% of respondents would self-describe as not vulnerable, a total of 49% of respondents would consider themselves to be vulnerable (12%) or vulnerable sometimes (37%).

Question 8 – Why are some consumers vulnerable?

Last in this section, those respondent who answered 'yes' to Question 6 – do you think that some consumers are vulnerable? – were asked (i.e. 88% of all respondents): what characteristics make a consumer 'vulnerable'? This question was unprompted. The interviewer assigned the answers given into pre-determined categories on the survey form and recorded individually in writing any answer (under the heading 'other') which did not fall within any of these categories.

By far the greatest proportion of respondents, at 46%, answered 'lack of knowledge'. Next, in terms of size was 'power disparity' the answer given by 23% of respondents. The third and fourth next most popular replies were: 'age – elderly' by 15% of respondents; and 'limited education' by 9% of respondents. The remaining answers are as follows: 'minority group (including English not first language) is 4%; 'age – youth' is 1%; 'disability' is 1%; 'socio-economic status' is 1%. These findings, in terms of frequency, are represented in ***Figure 10*** below.

Figure 10



It is notable that the dominate answer (lack of knowledge) at 46%, is double the next closest answer (power disparity) at 23%. 'Other' answers included: shyness (8 respondents); and one respondent each answered 'poor advertising'; 'can't trust the seller'; 'lazy'; and 'not enough information'.

PART C - ASSESSING CONSUMER KNOWLEDGE

Questions 9-13 each explore different aspects of consumer rights and remedies in sale of goods transactions in Irish law, which is a combination of domestic and European regulation. Question 14 deals with rights of return in relation to distance / online sales; Questions 15 assesses consumers' recognition and knowledge of legal notices as regards the phrase 'does not affect your statutory rights'; while Question 16 was aimed at testing consumer awareness of the distinction between legal rights and business practices, in relation to the provision of receipts. The final question, Question 17, seeks to identify sources of information for consumers.

Question 9 – Right to return goods following change of mind

The right to return / reject defective goods (and claim a refund of any price paid) is a primary right in Irish consumer law, pursuant to the Sale of Goods Acts 1893 and 1980. Importantly, this right is typically only available where the goods are defective and hence are in breach of one or more of the statutory implied terms as to quality. A consumer does not have the legal right to return / reject goods merely because he or she changes his or her mind.

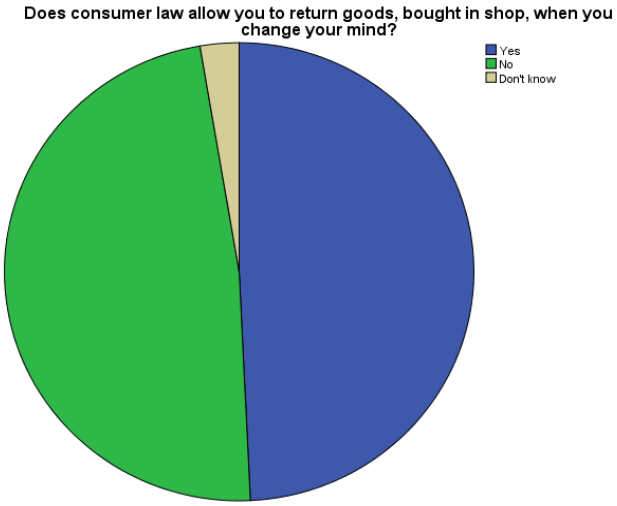
In assessing the respondents' knowledge about this right to return / reject, the respondents were asked:

> *Suppose you buy something in a shop, (say a pair of shoes), and subsequently change your mind about them, does consumer law provide you with a right to return the shoes and get your money back?*

The correct answer is 'no'.

In reply, 48% of respondents gave the correct answer; a slightly large proportion, 49% of respondents, answered 'yes' - the incorrect answer; while 3% did not know either way. These results are represented in ***Figure 11*** below.

Figure 11



Given that the right to reject is a long established right in domestic law, which arguably should be more familiar to Irish consumers than some of the newer rights based on EC/EU rules, it is notable that just less than half of respondents provided the correct answer.

There may be confusion among consumers in relation to the right to return / reject goods, due to the more generous voluntary policies on returns operated by some retailers.

Question 10 – Right to return defective goods

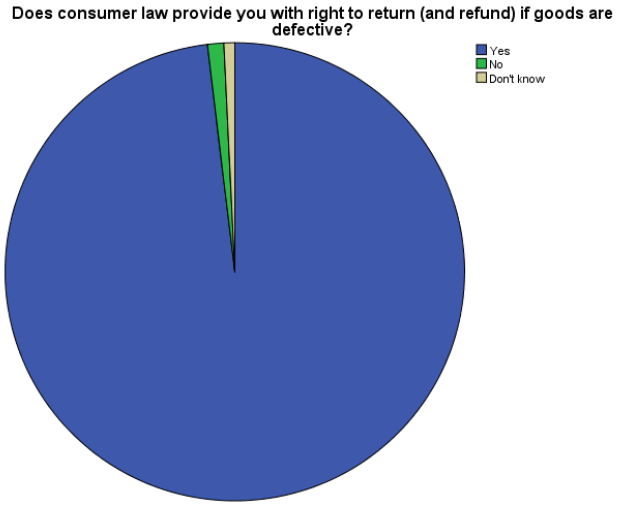
In a follow-on question to Question 9, respondents were then asked:

> *Suppose you buy something in a shop, (say a TV), and it turns out to be defective (i.e. it doesn't work), are you entitled in law to return it and get a refund?*

The correct answer is 'yes'.

Almost all respondents answered this question correctly (98%), with 1% of respondents answering the question incorrectly and 1% answering that they did not know. These findings are illustrated in ***Figure 12*** below.

Figure 12



The correct response rate of 98% reflects an almost perfect level of consumer knowledge about this key aspect of the right to reject.

Questions 11 – Time limit to return goods

Irish law does not specify a fixed time limit within which you can return / reject defective goods. But the right to reject is limited and a consumer can lose the right to reject in various circumstances, including with the passing of time. The exact time frame within which a consumer may return / reject goods varies, depending on the circumstances. Respondents were asked two linked questions, on this aspect of their consumer rights.

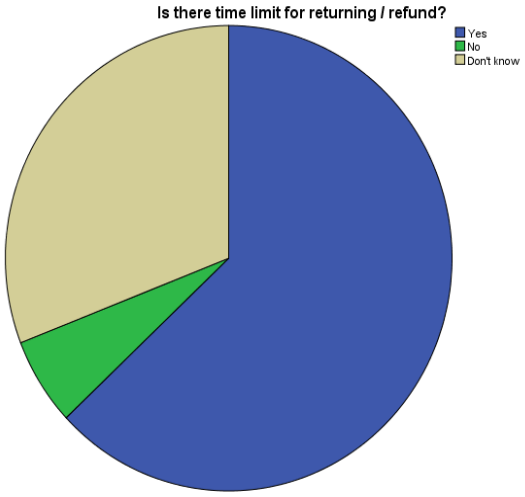
Respondents were first asked:

> *Do you know, is there a time limit in which you are entitled to return goods and get a refund?*

The correct answer is 'yes'.

In reply, almost two-third of respondents (63%) provided the correct answer; but close to one-third of respondents (31%) stated that they did not know; while 6% answered incorrectly that there is no time limit. These results are represented in ***Figure 13*** below.

Figure 13

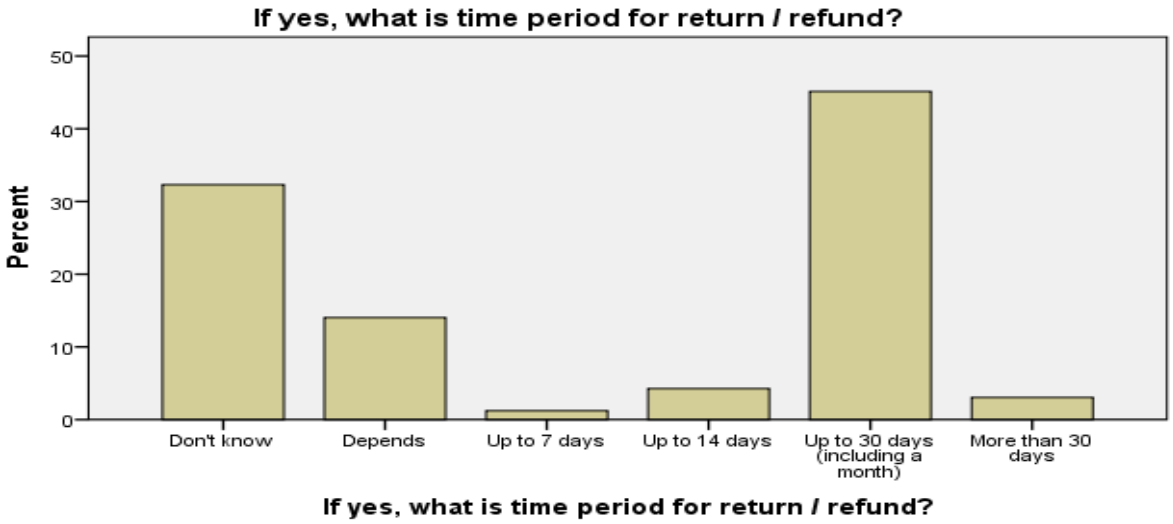


The respondents who answered the above question correctly (63%) were asked a follow-on question:

> *Assuming there a time limit in which you are entitled to return goods and get a refund: what is that time period?*

The results are displayed in ***Figure 14*** below, in terms of the percentage of particular answers.

Figure 14



Only 14% of respondents answered correctly that the time to return / reject goods depends on or varies with the particular circumstances. The vast majority of respondents believe that there is a fixed time-period ranging from 7 days (1%), to 14 days (4%), to the most popular 30 days (45%) and beyond (3%). The remaining 33% stated that they did not know what the time period for return / refund was.

The existence of more generous store policies on returns and a legal right to return goods bought online, without reasons, may be causing some confusion in this regard.

Question 12 – The quality standard

The main quality term implied by law in sales contracts is 'merchantable quality'; therefore, where goods are sold in the course of a business there is a legal requirement that the goods are of 'merchantable quality'. This term is defined in legislation as requiring goods to be fit for purpose and durable, taking into account how the goods are described, the price paid, and other relevant circumstances.

All respondents were asked a two-part question, in relation to this quality standard:

> *Suppose you buy something in a shop, say a TV, there is a legal requirement that the TV must be of a certain quality: do you know the legal term used to describe this quality?*
>
> *If yes, what is that term?*

The results for the first part of the above question are set out in **Figure 15** below.

Figure 15

	Frequency	Percent	Cumulative Percent
Yes	65	24.8	24.8
No	197	75.2	100.0
Total	262	100.0	

Hence, one-quarter of respondents claimed to know the legal term as to the quality of goods sold; and the remaining three-quarters stated that they did not know the legal term as to quality.

Of the 25% of respondents who claimed to know the quality term, and in response to the second part of this question, 54% identified the quality term correctly as 'merchantable quality'; 35% accurately described the quality terms in terms simply of 'fitness'; while 11% used the more exact phrase 'fitness for purpose'.

Question 13 – A right to 'cure'

In Irish law, consumers have the right to seek repair or replacement (known as a right of cure) of defective goods as an alternative to returning / rejecting the goods and seeking a refund. But importantly, unlike in many other EU member states, the primary remedy remains the right to return / reject the goods and seek a refund of any price paid, and, a seller cannot require a consumer to accept repair or replacement in substitution to the right to return / reject.

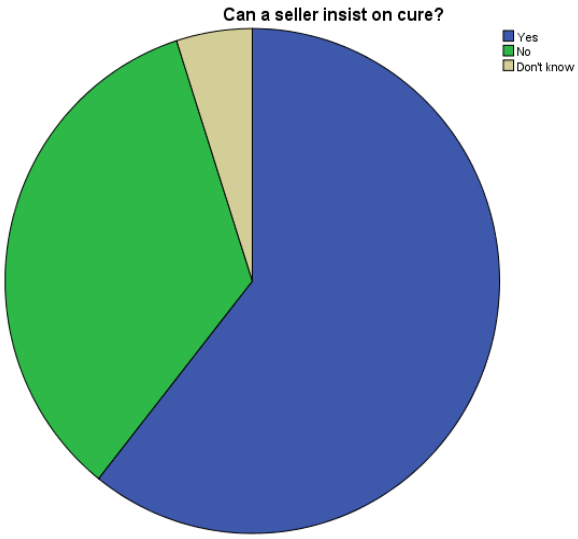
In this question, respondents were asked to:

> *Suppose you buy a washing machine in a shop and within the first week, it stops working (because the heating element breaks). Can the seller insist on repairing or replacing of the washing machine instead of allowing you to return the washing machine and get a refund?*

The correct answer is 'no'.

Just over one-third of respondents (34%) answered this question correctly; closer to two-thirds of respondents (61%) incorrectly answered that the seller can insist on repair or replacement instead of return / rejection of the goods. The remaining 5% stated that they did not know either way. Therefore, two-thirds (66%) of respondents do not know that the bargaining power rests with the consumer: it is the consumer who can select, either, rejection or cure. These findings are represented graphically In ***Figure 16*** below.

Figure 16



Question 14 – Right of return in online sales

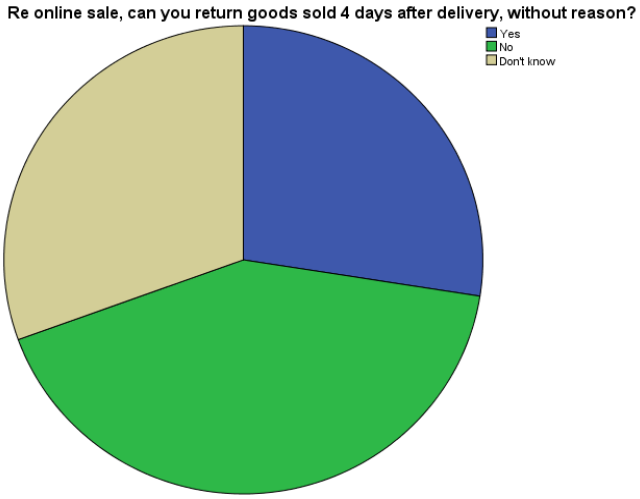
Under the current distance selling regulations which apply to online sales, in general, consumers have 7 days from the date of delivery to return goods, without reason and without penalty.

All respondents were asked:

> *Suppose you order a hard copy book over the Internet, do you have the right to return the book you ordered 4 days after its delivery and get your money back without giving any reason?*

Just over a quarter of respondents (28%) answered the question correctly; 42% of respondents did not know that a consumer has a legal right to return goods bought online, within a 7 day period, without reason; while a substantial number of respondents (30%) stated that they did not know the answer. These results are illustrated in ***Figure 17*** below.

Figure 17



These results contrast with those from the Eurobarometer Report on Consumer Empowerment (2011) where same question was asked. In reply, 63% (62% EU 27) of Irish respondents knew they had the right to return in the circumstances described; 18% (26% EU 27) did not know they had a right of return; while 19% (12% EU 27) did not know.

Question 15 – Consumer rights notice

Pursuant to legislation, consumer rights are mandatory and cannot be diminished or lessened, even with the consent of the consumer. Sellers' voluntary policies which offer further options to consumers cannot affect consumers' legal rights, in the sense of diminishing or lessening the consumers' rights: sellers can provide additional rights and remedies, of course. This rule is often encapsulated in the phrase "does not affect your statutory rights" which is often display at payment points in shops and other retail outlets.

All respondents were asked:

> *Have you ever seen the term "does not affect your statutory rights" used?*
>
> *If yes, what does it mean?*

Answers to the second part of this question were assessed and categorised as: correct; incorrect; or don't know.

In reply, 77% of respondents answered 'yes' they had seen the term 'does not affect your statutory rights'; while 23% had not seen the term.

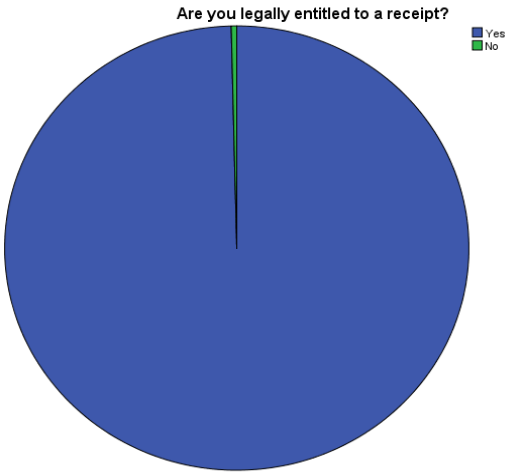
The respondents who had seen the term "does not affect your statutory rights" were then asked to explain the meaning of the term.

In this case, 70% of respondents explained the phrase correctly; 29% of respondents did not know the meaning of the phrase; while a mere 1% provided an incorrect answer.

Question 16 – Right to receipt

All respondents were asked: *are you legally entitled to a receipt when you purchase goods or services?* While the standard practice is to provide a receipt, there is no legal requirement on sellers to provide receipts.

Figure 18

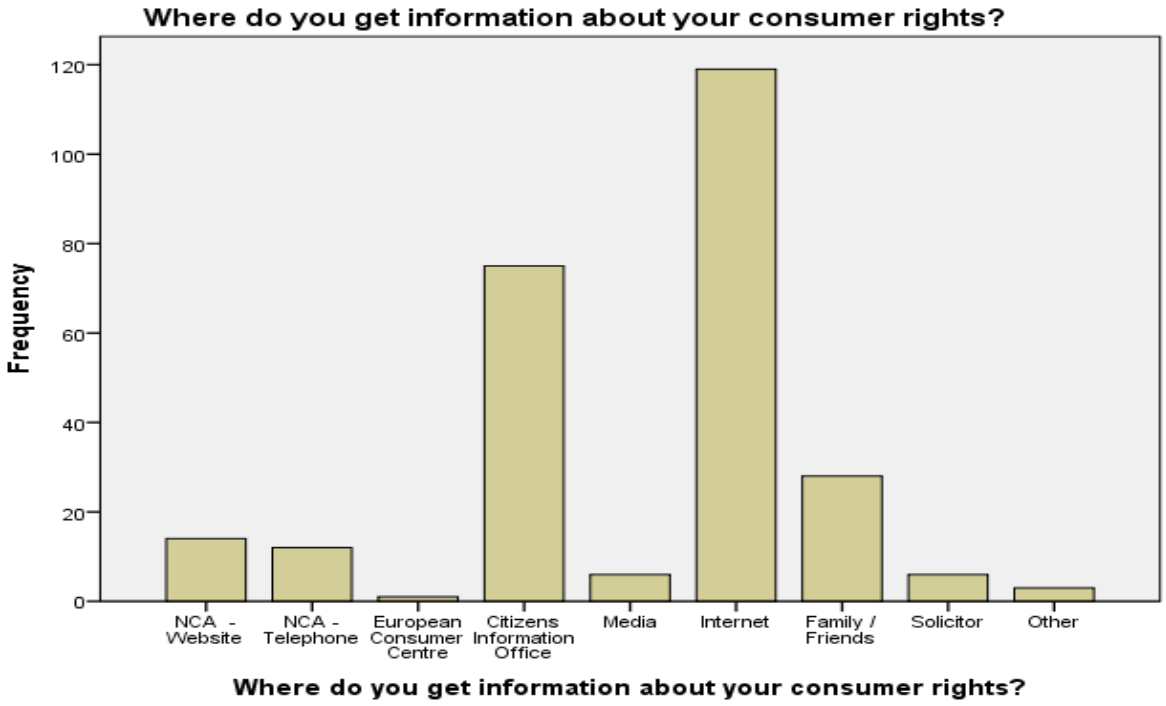


As can be seen from ***Figure 18*** above, almost all respondents (99.6%) answered this question incorrectly, believing they had a legal right to be provided with a receipt!

Question 17 – Sources of consumer information

In an unprompted question, respondents were asked: where do you get information about your consumer rights? The findings are set-out in terms of frequency, in ***Figure 19*** below.

Figure 19



The Internet (at 45%) and the Citizen Information Office (at 28%) are the most significant sources of information with 'family and friends' coming in next at 11% and the National Consumer Agency (online and telephone) at 10%.

The 'other' category here comprised 3 respondents who identified 'school' as a source of information about consumer rights.

Demographics

The demographics of the 262 respondents are outlined below.

Gender

What is your gender?

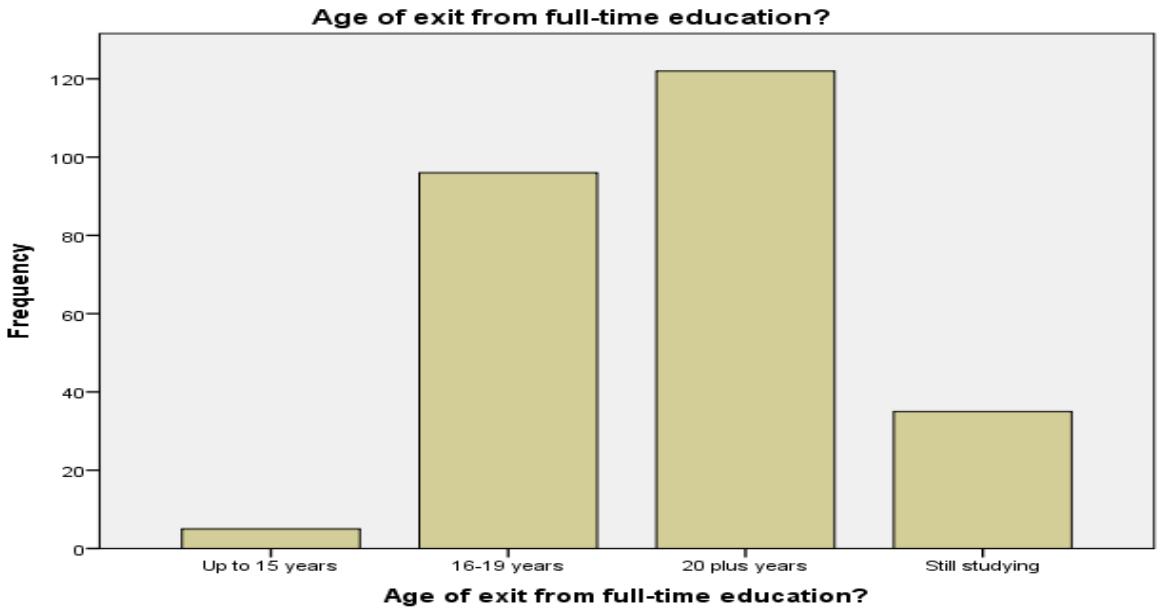
	Frequency	Percent	Valid Percent	Cumulative Percent
Female	142	54.2	54.2	54.2
Male	120	45.8	45.8	100.0
Total	262	100.0	100.0	

Age

What is your age?

	Frequency	Percent	Valid Percent	Cumulative Percent
15-24 years	59	22.5	22.5	22.5
25-39 years	92	35.1	35.1	57.6
40-55 years	62	23.7	23.7	81.3
55 plus	49	18.7	18.7	100.0
Total	262	100.0	100.0	

Education



Appendix 1

Survey Locations

- outside Brown Thomas, Cork
- Daunt Square, Cork
- the English Market, Cork
- outside the GPO, Cork
- Mahon Point Shopping Centre, Cork
- Merchant's Quay, Cork
- North Main Street
- outside Paul Street Shopping Centre, Cork

Appendix 2

Consumer Survey Form

This survey is being conducted on behalf the Law Faculty at UCC, and it asks questions about consumers perceptions of themselves and their knowledge of the law. It takes between 5 -10 minutes. Would you be willing to participate in this short survey and please feel free to withdraw at any time?

PART A

1. In general, when you are choosing and buying goods and services, how **confident** do you feel as a consumer;

Very ☐ Quite ☐ Not Very ☐ Not at all ☐ Don't know ☐

2. In general, when you are choosing and buying goods and services, how **knowledgeable** of your rights as a consumer, do you feel;

Very ☐ Quite ☐ Not Very ☐ Not at all ☐ Don't know ☐

3. In general, when you are choosing and buying goods and services, how **protected** by the law do you feel as a consumer;

Very ☐ Quite ☐ Not Very ☐ Not at all ☐ Don't know ☐

Q.4 applies only to consumers who describe themselves as 'very confident' / 'quite confident'

Q.4 You described yourself as **'very confident' / 'quite confident'**, why do you feel confident ?

(This question is unprompted: do not let subject see options. Please tick one or more of the following, based on subject's answer):

- never had problem with defective goods/services ☐
- never experienced difficulty asserting right with retailer / service provider ☐
- deals only with reputable retailers / sellers ☐
- there are laws there to protect me ☐
- there are EU consumer laws there to protect me ☐
- there are agencies to protect my interests ☐
- the subject can look out for him/herself ☐
- other

_____

_____

_____

Q.5 applies only to consumers who describe themselves as 'not very confident' / 'not at all confident'

Q.5 You described yourself as **'not very confident' / 'not at all confident'**, why do you feel not confident?

(This question is unprompted: do not let subject see options. Please tick one or more of the following, based on subject's answer):

- Own poor/bad experiences as a consumer ☐
- My lack of bargaining power as consumer ☐
- Lack of knowledge about rights ☐
- Legal regulation insufficient ☐
- Own disability ☐
- Own lack of skills ☐
- Poor standards among retailer / sellers ☐
- Other

_____

_____

_____

Part B

6. Do you think that some consumers are **vulnerable**, in the sense that they are in some way disadvantaged or in need of greater protection?

Yes ☐ No ☐ **Don't know** ☐

7. Would you consider yourself to be **vulnerable**, as a consumer?

Yes ☐ No ☐ **Sometimes** ☐ **Don't know** ☐

8. If 'yes' to Q. 6: What characteristics make a consumer '**vulnerable**'?

- Disability (Physical, Sensory, Intellectual) ☐
- Limited education (incl, poor literacy / numeracy) ☐
- Socio-economic status (e.g. unemployed / from disadvantaged area) ☐
- Age: youth ☐ **or** elderly ☐
- Minority group (including English not first language ☐
- Lack of knowledge ☐
- Power disparity ☐
- Other

_____

_____

_____

PART C

Now we want to ask some questions about your understanding of consumer law.

9. Suppose you buy something in a shop, (say a pair of shoes), and subsequently change your mind about them, does consumer law provide you with a right to return the shoes and get your money back?

   Yes ☐ **No ☐** **Don't know ☐**

10. Suppose you buy something in a shop, (say a TV), and it turns out to be defective (i.e. it doesn't work), are you entitled in law to return it and get a refund?

    Yes ☐ **No ☐** **Don't know ☐**

Provide/confirm correct answer to Q.10 (yes: you are legally entitled to return goods and get a refund if the goods are defective e.g. they don't work) and then ask:

11. Do you know, is there a time limit in which you are entitled to return goods and get a refund?

    Yes ☐ No ☐ **Don't know ☐**

    If Yes, what do you think the period is_____ **Don't know ☐**

12. Suppose you buy something in a shop, say a TV, there is a legal requirement that the TV must be of a certain quality. Do you know the legal term used to describe this quality?
(**FYI the answer is merchantable quality).**

Yes ☐ No ☐

If yes, what is the term _____

13. Suppose you buy a washing machine in a shop and within the first week, it stops working (because the heating element breaks). Can the seller insist on repairing or replacing of the washing machine instead of allowing you to return the washing machine and get a refund?

Yes ☐ **No ☐** **Don't know ☐**

14. Suppose you order a hard copy book over the internet, do you have the right to return the book you ordered 4 days after its delivery and get your money back without giving any reason?

(tick one answer only)

Yes ☐

No ☐

Don't know ☐

15. Have you ever seen the term "does not affect your statutory rights" used?

Yes ☐ **No ☐**

If yes to above, what does it mean?

Correct Answer ☐ Incorrect Answer ☐ Don't know ☐

16. Are you legally entitled to a receipt when you purchase goods or services?

Yes ☐ **No ☐** Don't know ☐

17. Where do you get information about your consumer rights?

(This question is unprompted: do not let subject see options. Please tick one or more of the following, based on subject's answer):

a. National Consumer Agency - website ☐
b. National Consumer Agency - telephone ☐
c. European Consumer Centre ☐
d. Citizens Information office ☐
e. Media (TV; papers;) ☐
f. Internet ☐
g. Family / friends ☐
h. Solicitor ☐
i. Other – name ☐

_____

_____

Part C Demographics

Male ☐ Female ☐

Age

15-24 ☐ 25-39 ☐ 40-55 ☐ 55+ ☐

Education

Up to 15 ☐ 16-19 ☐ 20+ ☐ Still studying ☐