

E-BOOK: BUYING ONLINE AND YOUR CONSUMER RIGHTS

From June 14th 2014 your consumer rights are being strengthened. I have compiled this E-Book to save you the time of researching what this means for you as a potential purchaser of goods. This is an EU directive and if you intend to buy from Nagero Sport Horses who are based in Ireland, you can be assured that this law will be adhered to. There are still websites who offer no refunds but are only offering an exchange or credit notes. Where these are business users or dealers, then they will be breaking the law so be rightfully wary. Online purchases are growing phenomenally and this new directive takes account of these consumer buying patterns. You can elect however to have a replacement/alternative horse or pony in exchange and we also offer this as an option.

Shopping online offers great convenience, choice and value. You may be worried about security and protection compared to buying from a shop in a town, but in many cases your rights are even stronger. If you buy something online now, in the EU, consumer legislation protects you the same as if you had bought in person in a store.

Some of this content is written directly by me using appropriate reference articles which are cited at the end. In some cases I have copy and pasted complicated legal sections; again the references are cited at the end for those of you who wish to look at the original articles. If I have omitted anything then I apologise. If you would like anything clarified then please contact me by telephone or email. We ALWAYS offer after sales support if you purchase from us and love to hear how you are getting on with your new horse.

So, what do these changes mean for you?

INTERNET SHOPPING ONLINE

Online buying protection has been increased, but this only applies to purchases within the EU. Outside of the EU you will only be covered by the returns policy of individual websites. This also applies to purchases made over the telephone, mail order and Television purchases. These are all considered “Distance Selling Purchases”, where there is no face

to face contact between Vendor and Purchaser. The new directives are designed to give you the same rights as if you have made a purchase from a retailer directly.

- MAKE SURE PURCHASES ARE MADE FROM BONAFIDE WEBSITES WITH GEOGRAPHICAL CONTACT DETAILS GIVEN.
- RESEARCH BEFORE YOU BUY! Definitely, Buyer Beware.
- DO NOT PROCEED WITH PURCHASE OR ENTER YOUR CARD DETAILS IF YOU ARE CONCERNED. FOLLOW YOUR GUT INSTINCT.
- KEEP YOUR ANTI-VIRUS AND MALWARE SOFTWARE UP TO DATE.
- MOST PAYMENT SYSTEMS ARE SECURE BUT CHECK.
- BE CAREFUL WHEN MAKING PURCHASES USING SHARED COMPUTERS OR WIRELESS NETWORKS AS THEY MAY NOT BE AS SECURE.
- WHERE POSSIBLE PAY BY CREDIT OR DEBIT CARD ISSUED BY ONE OF THE MAJOR CREDIT CARD COMPANIES. NEVER SEND CASH OR USE MONEY-WIRING SERVICES LIKE WESTERN UNION – YOU WILL HAVE NO RECOURSE IF SOMETHING GOES WRONG.

- CHECK THE CREDIT CARD STATEMENT CAREFULLY TO INSURE THE TRANSACTION IS CORRECT AND INFORM YOUR BANK IMMEDIATELY IF THERE IS A DISCREPANCY AS THEY MAY CONTACT THE SELLER TO CLARIFY THE DETAILS FOR YOU.
- MAKE SURE THE WEBSITE IS SECURE FOR CREDIT CARD INFORMATION. LOOK FOR THE CLOSED PADLOCK SYMBOL AND FOR THE WEBSITE TO HAVE AN ENCRYPTION CERTIFICATE. MAKE SURE YOUR COMPUTER HAS UPDATED ANTI-VIRUS SOFTWARE, A FIREWALL AND MAKE SURE THESE ARE SWITCHED ON.
- AVOID BUYING COUNTERFEIT GOODS AS THEY CAN BE DANGEROUS AND OF POOR QUALITY. REFUNDS CAN BE DIFFICULT TO OBTAIN AND THE SELLING OF COUNTERFEIT ITEMS IS ILLEGAL AND CAN BE LINKED TO ORGANISED CRIME.

INTERNET SHOPPING WITH YOUR MOBILE PHONE

Buying online is becoming ever more common among consumers today, with younger people in particular often turning to the web first for information on goods and services. With this in mind, the following tips may help maximise consumer safety when making online purchases, especially by phone.

- Smartphones are an increasingly popular accessory across Europe and many consumers now use them to purchase goods and avail of services such as online banking. However, as smartphones tend to be less secure than ordinary computers, users can run a greater risk of having their personal or sensitive data hacked or stolen.
- Smartphone users are 33% more likely to fall victim to identity fraud. Young people tend to be prolific users of smartphones,

- Protect your personal details. Don't access applications that require sensitive data (e.g. banking information) on a public WiFi network.
- Don't open links in text messages, or download attachments. These can contain malware which allows scammers access to your personal information.
- Be wary when making in-game purchases. A Belgian consumer's grandson racked up over €4,000 in credit card charges by buying credits in an online game. As many such games can be downloaded to smartphones, consumers should be particularly cautious when making any in-game purchases using their phones.

SELLER OBLIGATIONS TO YOU AS THE BUYER

Once you agree to buy something online, you are entering into a distance contract. Prior to completion however, the Seller is obliged to tell you:

- Their identity and their address, telephone and email numbers and where available their fax numbers.
- Description of the goods.
- Price and whether it includes any taxes due.
- Delivery costs where applicable.
- How to pay for the goods.
- How to cancel the order if this is an option. **THIS SHOULD BE OFFERED.** Previously, purchasers had a '7' day cooling off period; this has now been extended to a '14' day cooling off period.

- How long the price remains valid.
- Order confirmation by letter or email that includes all of the above, including how to cancel
- Geographical address for complaints – NOT A POST OFFICE BOX NUMBER!

These consumer directives DO NOT apply to financial services such as banking or insurance products or bought using a public payphone.

- The goods must be of a reasonable and acceptable standard.
- Fit for the purpose it was bought for.
- It must match the description given verbally or in an advertisement. False or exaggerated claims must not be made by the seller.
- When you buy goods, you are entitled to be dealt with fairly and not be misled about the product or service and you should not be coerced or harassed.
- Ban on hidden fees and charges: Traders will be obliged to disclose the total cost of a good or service, including any extra fees, before the consumer places an order. Online shoppers will not have to pay charges or additional costs if they were not properly informed about these in advance.
- Ban on surcharges: Traders will not be permitted to charge card fees that exceed the actual cost of processing a debit or credit card payment. In addition, where the trader operates a hotline, it

will no longer be permissible to charge more than the basic telephone rate for calls.

- Clearer information on the cost of returning unwanted goods: Where consumers avail of the cooling-off period, they must cover the cost of returning the unwanted items. Under the new Directive, traders must clearly inform consumers of this beforehand; otherwise they will have to cover the return costs themselves. If the items are bulky or difficult to transport, the trader must also provide an estimate of return costs in advance so that the consumer can make an informed decision.
- A breach of the 2013 Regulations attracting a sentence of imprisonment of up to 12 months or a fine of up to €60.000 or both.
- Where a consumer wishes to make a complaint, he or she should try to complain to the seller first. If the seller refuses to act appropriately, the consumer should contact the NCA. If the trader is based in Ireland, the case can be brought to the Small Claims Court for claims not exceeding € 2000. If the trader is located outside the EU, the consumer should contact the European Consumer Centre.

THE JURISDICTION IN THE CASE OF A CLAIM

- The application of the 2013 Regulations to contracts between consumers located in Ireland and traders located in other Member States is determined by the relevant provisions of the Rome I Regulation on the Law Applicable to Contractual Obligations. Article 6(1) of the Rome 1 Regulations provides that

the law applicable to a consumer contract is the law of the country where the consumer has his habitual place of residence.

- If the trader either pursues his commercial or professional activities in the consumer's country of residence, or by any means, directs his commercial or professional activities to the consumer's country of residence.
- If a consumer contract does not satisfy the conditions of article 6(1) of the Rome I Regulations, it will be governed by the law of the country chosen by the parties as the applicable law for the contract or, in the absence of such a choice, by the law of the country where the seller has his habitual residence.
- If the consumer and the trader choose the law of the trader's country of residence as the law of the contract, Article 6(2) of the Regulations provides that such a choice cannot have the effect of depriving the consumer of the protections of mandatory provisions of the law in his or her country of residence.
- Irish consumers who conclude distance contracts for goods or services with traders in other Member States will, in most cases, therefore enjoy the protections of the 2013 Regulations.
- Ban on pre-ticked boxes: The new Directive bans pre-ticked boxes across the EU. Where consumers wish to avail of additional services offered by a trader (such as insurance or car hire), they must explicitly opt in by selecting the appropriate box. Traders will no longer be permitted to tick these boxes in advance. This aims to ensure that consumers do not unwittingly pay for services that they do not need.

- The trader cannot charge you more for a service eg. Courier or postage than what they are being charged themselves.
- The most common way in which a business compiles online information about a consumer is through the use of cookies. ”
- If a website uses cookies, it should, at a minimum: include a link to a suitable privacy policy on all pages;
- Explain in that privacy policy how and why cookies are used; and notify how, if a visitor chooses to accept cookies, they also have the ability to later delete cookies that they have accepted.
- If selling on behalf of another Trader, their geographical contact details etc. should also be available as if they were the original advertiser.
- If an obligation to pay is triggered by activating a button this must be clearly identified by the words order with obligation to pay or similar wording.
- Unless otherwise agreed, the goods remain at the trader’s risk until delivery to the consumer.
- Delivery must generally take place within 30 days.
- The various consumer protection mechanisms for Ireland are controlled and enforced by the National Consumer Agency (NCA). In certain circumstances the 2013 Regulations can be

enforced by criminal proceedings with a breach of the 2013 Regulations attracting a sentence of imprisonment of up to 12 months or a fine of up to €60.000 or both.

- Where a consumer wishes to make a complaint, he or she should try to complain to the seller first. If the seller refuses to act appropriately, the consumer should contact the NCA. If the trader is based in Ireland, the case can be brought to the Small Claims Court for claims not exceeding € 2000. If the trader is located outside the EU, the consumer should contact the European Consumer Centre.

When am I not protected by consumer law?

If you are purchasing goods from a private individual rather than a company, the transaction is not covered by consumer legislation. Consumers should also bear in mind that if you buy from a trader based outside the EU/EEA, European consumer legislation may not be applicable, so it is important that you check all the relevant details before placing an order. If you are unfamiliar with the trader and you are not satisfied that they are based within the EU/EEA, you should exercise extreme caution. Under European legislation traders are required to indicate their geographic address on the website; **if you do not feel confident because the address does not seem to be genuine or there is no address at all, our advice is to purchase elsewhere.**

All horses and ponies on www.irishsporthorses.ie will be covered by the 100% guarantee of satisfaction within the 14 days from delivery regardless of whether it is us or a private seller. This provides security and continuity for what we are offering our potential clients.

Always research the background of unfamiliar web traders before purchase. A simple internet search should reveal any negative feedback about the trader left by other consumers. Beware of websites that have only recently been set up as fraudulent site come and go very quickly.

Shopping outside the EU may also result in unexpected customs and tax bills. Don't assume that a website is based in the country indicated by its

web address e.g. '.ie' does not necessarily mean the website is based in Ireland. You can double check by referring to the Companies Registration Office (CRO). The business name of Nagero Irish Sport Horses is "Nagero Sport Horses" and the address should match the geographic address quoted on the website – which it does!

Always read the small print and know exactly what you are agreeing to before going ahead with the contract. In particular ensure you are aware of the trader's cancellation and returns policies.

THE COOLING OFF PERIOD

When you make an online purchase, you were previously given a cooling off period of seven days. This has now been increased to fourteen days from the date you receive your goods. The goods have to be returned within another fourteen days of the cancellation. When you cancel your order before the fourteen days have expired and you return your purchase you are entitled to get a refund within fourteen days of the goods being returned or as soon as evidence is supplied of the goods being returned.

Right of withdrawal for digital purchases: Consumers who purchase music, films, and books in digital format can avail of the cooling-off period for the first time. However, this will only extend up to the moment the consumer consents to the actual downloading process beginning. Consumers must also be advised in advance as to the compatibility of digital content and any technical restrictions (such as a limit on the consumer's right to copy the content).

Remember: ONLY APPLIES TO EU WEBSITES.

During this fourteen day cooling off period, you are entitled to return the purchase for any reason. However, if you cancel purely because you have changed your mind, you may have to pay for the cost of returning it, so check the small print! Where the purchase is faulty, or not as described then the vendor has to pay for the costs of return. You have to be informed that you cannot be charged delivery costs where you are

not satisfied with the quality of goods or they are faulty. Where the seller has failed to give you the correct information required under the Consumer Rights Directive, the cooling off period can be extended to a maximum of twelve months.

To recap to make things clear – you **have** to be informed of:

- Their identity and their address, telephone and email numbers and where available their fax numbers.
- Description of the goods.
- Price and whether it includes any taxes due.
- Delivery costs where applicable.
- How to pay for the goods.
- How to cancel the order if this is an option.

****Refund costs for returning a horse from Nagero Irish Sport Horses because you have changed your mind will be honoured but transport costs will be deducted if the horse is being returned during the cooling off period plus 10% administration fees. Choosing to buy a horse or pony is not like buying a handbag! Please liaise with us closely to ensure that the horse or pony you are choosing is suitable for your needs. We do not want any equine being bought on a whim and then being subjected to considerable travelling due to that whim. Once an agreement has been made to purchase a horse or pony advertised on our website, the said horse or pony will be booked in to travel which constitutes a service action which then has to be paid for and is not covered by the regulations; hence the need to deduct the travel costs when a return or cancellation is requested. For other destinations we will notify you on purchase what the costs will be.**

Things not covered by the cooling off period or right to cancel include:

Customised or perishable goods, such as ordering a personalised jacket with your name on it and then expecting the seller to take it back. There are a variety of other exemptions but these are not applicable to buying a horse online.

SUBSTITUTE GOODS

If you order something and it is not available, the seller must let you know and refund your money within fourteen days. The supplier can give you a 'substitute' product if they don't have your original order, but only if you agreed to this in the contract - so read the terms and conditions carefully. If you are not happy with the substituted goods, you can return them for an exchange. This will not apply to purchases from Nagero Irish Sport Horses as you will receive what you purchase but if you are not satisfied and would prefer an alternative horse or pony rather than a refund then this can be provided.

REFUNDS AND FAULTY GOODS

If you make a purchase through distance selling and it turns out to be wrongly described or you bought a horse in the confidence that it was sound and when it arrives it is not, then generally your consumer rights are the same as if you bought it directly from the yard.

Livestock is somewhat different however, than buying a paperback book! Our transporters are fully insured and professional. Depending on the individual horse, you may find that the horse may look a little 'soaked up' or dehydrated from time spent on the lorry but this resolves quickly. Less likely, but possible, is a horse arriving with respiratory infection, often referred to as travel sickness or shipping fever. Travelling with its head elevated, as unavoidable during transport can cause an accumulation of mucus containing bacteria. Gravity facilitates bacteria entry from the upper respiratory tract down into the lungs. Stress can also play a part in the slowdown of mucus clearance. Nasal discharge is not always present.

Horses are not shipped straight from Nagero Irish Sport Horses to the UK without a stopover which helps to lessen the risk of infection. They are transported with enough freedom to be able to lower their heads as they travel and are not given hay nets during transit.

We do advise however:

- Prevent strenuous exercise the following few days after arriving.
- **Definitely** give all feed and water from the floor for 24 hours after arriving.
- Twice daily temperature recording for the week following transport as an increase in temperature is one of the earliest signs of an impending infection.

We are not scaremongering hopefully, as the above is rare, but prevention is far better than cure, so common sense should prevail.

Where your purchase is damaged in anyway, you need to notify the seller in writing immediately. This can be by email, letter or fax where it is available and ask for a refund or replacement. In this scenario, the seller where it is an EU based website is liable for the return shipping costs.

Where you arrange for the return of your purchase and you have not received a refund within fourteen days and you used a credit or debit card, your card provider may agree to reverse the transaction for you. This is called a chargeback. You need to contact your bank or your credit card company and give them details of the transaction immediately. This also applies to transactions made through PayPal. Where you purchase from a website from outside of the EU, then you should make sure that you have carefully read the individual site's returns policy prior to purchase.

When you buy something, **you don't have a right to return something where the fault was pointed out to you prior to purchase.** So, if you buy a horse that you were told wind sucks at feed times, you cannot then return the horse because it wind sucks at feed times! You, as the consumer will be the person who has to take the responsibility for noticing if there is a problem with a purchase. The seller must be told immediately.

The solution can depend on a number of things:

- Have you examined the item and are happy that it is what you agreed to buy?

- Have you 'accepted' the item? Did you agree that the product is what you want and have used it without any issues for a period of time?
- Is the problem with the item major or minor?

Major and minor faults

A **major fault** would be a new washing machine that fills up with water but doesn't spin, or a new toaster that doesn't toast. Horses are more problematic! A horse that is sold for show jumping and that has never refused, refuses with his new owner. Horses have to deal with more variables than a washing machine. That is why we rate the 'ride-ability' of all our horses but also have to depend on the purchasers being honest about their own capabilities so they do not end up over-horsed.

A **minor fault**, generally speaking would be a scratch on the washing machine, toaster or horse. This would be a minor fault as it would only be cosmetic and would not affect the working efficiency of the item. This does not however, reduce your rights to return your goods within the fourteen days cooling off period; these are just examples of general consumer rights.

For the **major fault** – you can ask for a full refund and return the goods if they didn't work from the minute you got them. Where the horse is fine to begin with but perhaps, just as an example, the rider is simply over-horsed and the horse then begins to refuse through lack of confidence in the rider's ability then an exchange may be the answer. When a purchase has been used for some time then it is presumed that you have accepted the item.

Complaints

If you have a complaint:

- make sure that you are assertive without being aggressive'
- Try to stay calm and polite, even if you are angry
- Keep notes and documentation to back up your complaint

Common Complaints

- The product you bought doesn't work.
- The product isn't as described.
- The quality is poor.
- The service was not professional.
- You have a complaint about the Company

Dealing with the Complaint

- Act quickly
- Don't delay in making your complaint. If you delay, this may be taken as a sign that you accept the goods or service. If you use the goods for some time, or delay in making the complaint there may also be a time limit on making certain types of complaints. For example, complaints about a package holiday must be made within 28 days of returning from the holiday.
- Under EU rules, any faults that become apparent within six months of the goods being delivered are presumed to have existed at the time of delivery. The trader may first offer a repair or replacement, but if this is not possible or turns out to be unsatisfactory, the consumer may then seek to rescind the contract and ask for a full refund. Refunds must be processed within 30 days.
- The trader remains liable to the consumer for any faults that become apparent within two years of purchase – however, if a fault develops after the initial six-month period has already elapsed, the consumer may be asked to prove that the fault was not caused by misuse.

Review returns policies against: the updated list of goods exempt from cancellation; and the right for retailers to make deductions for unreasonable handling or use of goods prior to return.

Customs and Excise

When you purchase from another EU Country, you do not have to pay additional value added tax (VAT), apart from purchases of alcohol, tobacco and perfume products if you import these from another EU Country. Where purchase is made from outside of the EU, you will have to pay the VAT on the item's value. Import duties are due on items outside of the EU, where the value is €150 or more. Where VAT is due on imported items from Ireland, the VAT rate charged will be the Irish VAT rate.

This is presently: 0% to another EU resident who is VAT registered.

NEW VAT RATE FOR 2014 - A judgement in the European Court of Justice against Ireland has led to an increase in the VAT rate for the sale or hire of live horses and the supply of greyhounds from 4.8% to 9% from 1st May 2014. **Nagero Irish Sport Horses is presently exempt from VAT so this will not be added to ANY purchases at the present time. We only sell a small selection of handpicked horses for sale that we have personal experience of handling, riding, dealing with and sometimes have started/broken professionally. This allows us to give totally honest appraisals of each horse or pony. Horses for sale from other sellers may have also been verified by us and this will be stated. If you do not see the Verified 'Star' we have not personally seen the horse or pony advertised but your rights are not affected.**

Forthcoming change in VAT on certain cross border services **From 1 January 2015**, the place of supply in respect of all supplies for consideration of telecommunications, broadcasting and e-services to consumers will be the Member State where the consumer resides. . This means that the VAT on such supplies will be chargeable at the rate applicable in the Member State where the consumer resides and the supplier will have to account for the VAT in that Member State. This is a major change for businesses supplying these B2C services because the VAT rate applicable will be the rate of the Member State where the consumer resides and there will be additional record keeping requirements for the supplier.

HOW TO AVOID AND SPOT A SCAM

Millions of people fall victim to scams every year with people from all walks of life targeted. Some scams are well known but new fraudulent schemes are devised regularly so it is important to be alert to the potential risks.

New variations of scams emerge constantly but there are often common threads which make any fraudulent approaches easier to identify. Things to look out for:

- The call, letter, e-mail or text has come out of the blue.
- You have won a prize but never entered a draw
- You are asked for money up front to release your 'win'
- You are asked for your bank account, credit card details or other confidential information
- You are told you must reply straight away or you will lose the winnings or refund

IF IT SOUNDS TOO GOOD TO BE TRUE IT PROBABLY IS!

Watch out for:

- Promise of lottery winnings.
- Urgent action required.
- Requests for upfront payment or private information.
- Unsolicited contacts.

Never reply to spam mail (unsolicited emails) and be careful of clicking on links in emails to avoid threats such as phishing.

If you have already sent money, do not send any more. If you have sent bank details, notify your bank and close your account. If you think you have been the victim of fraudulent activity, you should report the matter to your local Garda/Police station immediately.

Remember, most genuine companies will not cold-call you and request payment or sensitive information. If you are unsure you should end the call and verify with the company directly using their published contact details.

Never send any money or financial information in order to receive a prize or to accept an offer of employment

When shopping online do not disclose personal information which is not necessary to complete a transaction. Certain personal details, combined with your credit card number could potentially lead to identity theft.

Try not to become complacent.

Common scams

- Expensive 'free' Trials: Advertisements for free trials of skincare and weight-loss products appear frequently, with consumers invited to pay a nominal postage fee to obtain a free sample of the 'wonder' product. However, hidden in the small print is the catch – unless you contact the company to cancel within a set timeframe (usually 14 days), you will be billed every month for the full cost of the product which can be up to €200!
- Unofficial websites offering public services
- Watch out for third party websites online offering services such as European Health Insurance Cards, driving test bookings or passports, which will charge you additional 'administration fees'. These websites often mimic official websites and in most cases you will have paid more for exactly the same service had you booked it on the official website.
- Always use the official website of the organisation that you are applying to and be aware that prominent rankings in search engines are often paid for.
- Lotteries - You can be contacted by telephone, email, letter or win a prize on a scratch card. You are told that you have won a 'big prize' and must call a premium rate number or pay an

administration fee to collect your prize. You will be asked to pay an administration fee or to send your personal account details in order to receive your big cash prize. You will be told to pay within a very short period of time in order to ensure you receive your prize. Once contact is established further payments will be sought. When all the amounts have been transferred you will never hear from the lottery organiser again. Your money will be lost.

- 'Nigerian Letters' - The so-called "Nigerian letters" (also known as Code 419 scams, after the article of the Nigerian Criminal Code dealing with fraud) can also originate in other countries. These are email scams from someone purporting to be the accountant of deposed royalty or a politician, or alternatively a bank employee who knows of a terminally ill wealthy person with no relatives or some such similar scenarios. They offer you a share in a huge fortune in return for using your bank account to transfer the money out of the country. The scammer will use any bank details given to attempt to extract money from your bank account.
- Free Holiday Promotions - Beware of 'free' holiday promotions that may be offered to you via scratch cards, cold calling or direct mailings. You will be told you have won a free holiday, be it a cruise or a holiday in the sun. You will have to pay some money upfront to secure your 'free' holiday, maybe for a second person to join you and maybe an administration fee. You will find that no holiday materialises. Some 'free' holidays will require you to go to another destination for departure and may require you to pay for accommodation etc.

Phishing

- Emails purporting to come from your bank or other institution, asking you to update, validate, or confirm personal financial

details or passwords. The scammers will attempt to use these details to extract money from your bank accounts or take out credit agreements in your name. You often have to open an attachment. I personally seem to receive a lot of these asking me to update my PayPal details. Always check with the main site. On PayPal, you can go to your own account details and look in the Resolution Centre where any difficulties can be spotted. Alternatively, email them directly from the main site to report the Phishing attempt.

- Mobile phone text messages that direct you onto fraudulent websites or invite you to call a premium rate mobile number or download malicious content are also increasingly common. I keep getting directed to a site that my virus programme warns me not to visit; www.SA-Live, anyone else had this? I would love to know.
- Bear in mind that not all schemes aimed at parting you from your money are fraudulent and it is important to be alert to other ways you can be caught out unintentionally, particularly online.
- Be vigilant with your personal information. Never store passwords or login details on your phone and make sure the website is secure – check for a padlock symbol at the bottom right of the screen, and that the address begins with <https://>. Don't click on links in messages and remember that no financial or government institution would ever seek your personal data via e-mail.
- Paying by credit card, PayPal or Stripe means the consumer can seek redress if they have been scammed.

Buying from a Private Seller

A 'consumer' transaction involves a private individual buying goods or services from a seller acting in the course of his business, trade or profession; as opposed to two individuals acting in a private capacity. This is where things become a little 'fuzzy'. Many people are selling goods as a 'private seller' when in fact they are selling in the course of a business transaction. Popular in Ireland, where it is sometimes considered that everything is for sale at the right price, many buy a young or project horse with the intention of selling it on, ideally to make a profit later. Alternatively, someone might help someone else to sell a horse that they cannot manage or is unsuitable for them.

In the eyes of the law, you may well have to work within the code of the Sale of Goods Act 1979, whether you are selling online or in your own neighbourhood.

So, who is a business seller?

They may consider that they are not a 'horse dealer', for which there is no official legal definition, but this does not mean that they do not have the same legal obligations. The criteria are whether you are selling with the intention of making a profit. You do not need to be actually in the business of selling horse/horses, it will consider if you have a history of regularly selling horses or you are selling with the view to making a profit. In either case, section 14 of the Sale of Goods Act and its relation to its quality and fitness for purpose may well apply to the sale.

Factors that are often taken into consideration, include how many horses the seller has sold in the past few years and the length of time they have owned the particular horse in question prior to the sale as well as whether the horse was sold for a profit. So if you sell horses regularly, or have only had the horse for a short period of time and are looking to make a profit from the sale, you may be considered a business seller.

Legal obligations of anyone who is selling a horse

- You must have the legal right to sell the horse or have the authority from the legal owner to sell the horse.

- Ensure that any description you give of the horse both in the advertisement and orally to any potential purchaser is accurate.
- Do not make any statements or give any representations about the horse which you know are untrue or you are unsure whether they are true or not.
- If the horse you are selling is not owned by you and you are selling the horse on behalf of the owner then make this clear from the outset to any potential buyers. If you do not do this you could become personally liable to a buyer if things go wrong.
- Every horse should be sold with a passport. If it doesn't hold a breed passport it should still be sold with an Identification passport.

Extra legal obligations for business sellers

These are additional obligations for business sellers, which apply to a sale by virtue of the Sale of Goods Act 1979.

The horse must be fit for the purpose for which it was sold.

The horse must be of a satisfactory quality taking into account the description, price and other important factors.

How to protect yourself as a seller

So once you have decided whether you are a private or business seller in the eyes of the law, whether you are selling a horse on your own behalf or for someone else, you need to bear the following in mind to ensure that you are protected if things go wrong.

- If you take a deposit from a potential purchaser, agree exactly what the terms are for repayment and/or retention of the deposit

and make a note of them on a receipt for the deposit or in a sale agreement.

- Continue the horse's insurance until it has been delivered to/ collected by the new owner.
- If there is any delay between vetting and collection/delivery of the horse, take a full set of photographs of the horse before it leaves your yard. (This is especially important if a transport company collects the horse on behalf of the purchaser).
- Make sure payment has cleared into your account before the horse leaves your yard.

****NOTICE****

Transfer of ownership – Legal Requirement from July 1st 2014

On foot of a Statutory Instrument signed into law by the Minister for Agriculture Food and the Marine, it is now a legal requirement to report changes of horse ownership to the Passport Issuing Authority who issued the original passport for a horse. This applies for any horses whose ownership changes after July 1st, 2014.

Sample model cancellation letter below

To:

Nagero Sport Horses,

Muingwee,

Lyreacrompane,

Listowel,

Co. Kerry.

Ireland.

I/We* hereby give notice that I/We* cancel my/our* contract of sale of the following goods* / for the supply of the following service*,

Ordered on*/received on*

Name of consumer(s),

Address of consumer(s),

Signature of consumer(s)

(by letter or email) –no signature needed if sending by email.

Date

You can of course design your own letter as long as the information above is included and of course indicate the name of the horse or reference number if returning a horse to Nagero Sport Horses.

The cancellation policy relevant to Nagero Sport Horses will be forwarded to you with your order confirmation.

Hopefully this E-Book has proved useful to you and can be a useful reference for you. Useful reference sites are below and thank you for downloading this E-Book.

References:

<http://andrewminalto.com/dsr-update-2014/>

<http://www.arthurcox.com/updates/implementation-of-the-consumer-rights-directive/>

www.consumerhelp.ie

<http://www.cro.ie/search/companysearch.aspx>

<http://www.eccireland.ie/popular-consumer-topics/shopping-online/>

<http://www.eccireland.ie/wp-content/uploads/2014/06/Shopping-Online-amended.pdf>

<https://www.facebook.com/pages/Showjumping-Ireland/118753598219654?fref=nf>

https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/310044/bis-13-1368-consumer-contracts-information-cancellation-and-additional-payments-regulations-guidance.pdf

<http://www.horseandhound.co.uk/features/selling-horse-read-first/#e6XOg4v86mjSDrjY.99>

<http://www.legislation.gov.uk/ukxi/2013/3134/schedules/made>

<http://longaccounts.ie/general/vat-on-sales-and-hire-of-horses-up-from-4-8-to-9-1st-may-2014/>

<http://www.merrionstreet.ie/index.php/2014/06/consumer-rights-directive-comes-into-effect-in-ireland-minister-bruton/>

<http://www.mhc.ie/latest/blog/trading-places-four-changes-to-note-in-new-consumer-laws>

<http://www.olswang.com/dsr-june-one/>

<http://www.tipp-mcknight.com/wp-content/uploads/Online-Sale-Article.pdf>

www.westvets.com.au