



- 64 ConsumerWatch
- 66 Legal advisor
- 67 Safer shopping
- 68 Raising the standard
- 69 Consumer contacts

This has been the month for awkward questions, and we've attempted to tackle them all. How long should software support last?

If your PC is faulty for the first month, will you miss the deadline to complete XP's Product Activation? And is Evesham that good?

We've been following up complaints this month about lack of support for older software packages. *ConsumerWatch* has also been investigating problems with Jungle.com's ordering system. Plus, after its top ranking in our November 01 *Service & Reliability* poll, PC maker Evesham gets a drubbing from readers who have noticed a deterioration in its support service.

Is software support the weakest link?

Buggy, malfunctioning software is frustrating to put it mildly, but software that all of a sudden won't run at all is enough to make you do the unthinkable: call the premium-rate software support line. But what if, after hanging on for a quarter of an hour, you are told your program is deemed too old for support. Then, it seems, it's a case of upgrade or be damned, as reader Geoff Goddard found out.

Mr Goddard recently upgraded to Windows 2000, so he knew why his copy of PageMaker 5.0 wasn't working. However, as a registered user of the program, he was angry that Adobe couldn't – or wouldn't – help him find a way round it without having to upgrade. The company's support site wasn't any help so, armed with his customer service number, Mr Goddard called Adobe's £1-a-minute support line.

"After the usual series of 'press three if you want your wallet removed' type messages I got through to PageMaker support to be told very briefly: 'We no longer support PageMaker 5.0 – try the website. Goodbye.' I felt like the weakest link!"

The upgrade to version 6.5 will cost Mr Goddard £81 – that's on top of the £150 he paid for his operating system upgrade. "How long should product support last?" he asks. Good question, we thought, so we put it to Adobe.

Graham Cowen, European group manager for Adobe customer care, told us company policy is to provide technical support only for current versions of Adobe products and the version prior to that as it's too tricky to support every software release. "It's not possible to effectively train our technicians to support all versions of any given product, or to retain the hardware required to troubleshoot," he says. "The application was written for Windows 3.1 and was not tested to function under this version of the operating system," says Cowen, whose best suggestion was for Mr Goddard to post his query on one of the Adobe online user forums. Not much use unless there's someone out there who's developed their own Windows 2000 upgrade patch. Somehow, we doubt it.

A losing battle

It looks like Mr Goddard will have to put up or stump up, but it's a lesson to us all: before you upgrade any element of your PC, check that the rest of your hardware and



software isn't going to conflict. "Adobe's defence would be that that product still works, but the customer changed his PC setup so it's not their problem," says Keith Warburton of the PC Association, a non-profit watchdog for the PC industry.

"It's hard to say when product support should cease," continues Warburton, pointing out that Mr Goddard has already had several years of PageMaker support. "After all, Microsoft has stopped support for Windows 3.1 and if Microsoft can stop supporting one of its products, why can't Adobe do the same?"

Heaven help us all if Microsoft ever decides to 'stop supporting' Windows XP's Product Activation.

Activation fears allayed

Speaking of Microsoft's Product Activation, we've received a number of phone calls from the faulty PC-owning public concerned that time is ticking away for registering their copies of Windows XP, while aftersales support teams try to coax recalcitrant new computers into working. Microsoft allows 30 days for new users to activate the operating system but, as we all know, ironing out PC support issues can sometimes take a little longer than that.

However, Microsoft wants to let you all know that you won't be left with an unusable operating system. Company spokeswoman Claire Morley told us: "After 30 days, if a customer has not activated, Windows XP will revert to reduced functionality mode. This means that you will continue to be given the option to activate or shut down the PC. The customer will continue to be offered this option indefinitely."

To activate XP after 30 days (or if you don't want to register Windows over the internet), call the Windows Product Activation Hotline on 0870 2411 963.

It's a lesson to us all: before you upgrade any element of your PC, check that the rest of your hardware and software isn't going to conflict

Bungle in the Jungle

Over October and November last year, *PC Advisor* was inundated with complaints about online retailer Jungle.com. Indeed, one thread in our *ConsumerWatch* forum (www.pcadvisor.co.uk/registered/discussion) generated a record 117 condemnatory postings about it.

Problems arose when Jungle.com was hit by an online retailer's worst nightmare – following the implementation of a new management information software system, the company couldn't match names and addresses with product orders. At the

PC Advisor personal data privacy campaign

Have you ever been sold a PC that had someone else's information on? Or has a PC you returned to a company been resold without being properly wiped? If either of these things have happened to you, we want to hear from you.

Email us at pcadvisor_consumerwatch@idg.com and we'll take it from there

height of the glitch around 2,000 customers were lost in what marketing director Andy Singleton described as a "data hole".

PC Advisor followed up over 20 separate complaints. At the time of going to print, Graham Friar was still awaiting a refund weeks after Jungle.com promised a full repayment when it failed to deliver an HP 959 colour printer. Mr Friar originally placed his order at the beginning of September, and has since taken his custom elsewhere. Fellow reader Paul Dick thought he'd heard the last of Jungle.com when, after *PC Advisor's* intervention, his HP Jornada PDA (personal digital assistant) finally turned up on 16 October, some 25 days after placing his order.

The retailer then sent him an incorrectly addressed invoice for goods delivered almost a month beforehand. This was the second invoice he'd had, despite the fact that Mr Dick had already paid by credit card (as all sensible online buyers should).

By the end of November, complaints to *PC Advisor* had diminished to a trickle of mainly unresolved cases dating back to a two-week period at the end of September and beginning of October last year. As far as we could ascertain, all new orders were being fulfilled in the usual five- to seven-day time period and the new system appeared to be working, though Jungle.com had been forced to delay the planned relaunch of its site until the new year.

We pointed many of our readers in the direction of Webtrader (webtrader@which.net), an association of online retailers run by the Consumers Association. Members must adhere to an agreed set of service standards and are liable to get turfed out if they don't. Jungle.com was thrown out after a poor showing over Christmas 1999, but was later re-admitted after cleaning up its act. We also advised that when dealing with online retailers, they should stress their rights under the BCAP (British Code of Advertising Practice), which states that a customer is entitled to a full refund if the goods don't turn up within 28 days of the order.

Under the vail

We have been surprised to see a sharp rise in complaints about Evesham, a company which has a fairly good customer service record – in fact, it won the top slot in our November 01 *Service & Reliability* survey. So has Evesham's exemplary service taken a down turn, or did our feature coax some quietly suffering customers out of the woodwork? Well, it seems that it's a bit of both.

Many disgruntled readers point to a deterioration in the quality of Evesham's customer helpline and direct sales line. Company spokeswoman Carolyn Worth apologised, claiming Evesham is "a victim of its own success", and blamed delays on staff retraining and ongoing plans to improve its customer services.

Tom Dunlop was prompted to email us after reading Evesham's glowing report. Mr Dunlop's PC failed twice in six months and, when engineers did call, he was unhappy with the level of service. "He left me with an overheating machine and an American keyboard," grumbles Mr Dunlop. Since we forwarded the complaint to Evesham, the machine has been in for service and delivered back in working order. So why are these delays happening? Worth says: "With dramatically increased numbers of systems [being sold] a few hiccups are almost inevitable, though these glitches affect a minuscule percentage of PCs. To our chagrin there are occasions when a few slip through the net, but we are making the net tighter." ■

How to contact us

Got a problem with a manufacturer or vendor? Or perhaps you want to highlight a company's good service? Whether you've got gripes or notes of praise to broadcast, here's how to let us know:

- Email pcadvisor_consumerwatch@idg.com
- Post **ConsumerWatch, PC Advisor, 5th Floor, 85 Tottenham Court Road, London W1T 4TQ**
- Fax **020 7580 1935**
- Online **share your experience with others at www.pcadvisor.co.uk/registered**

Discussion Area

Consumerwatch [add response](#) | [start new subject](#) | [view all subjects](#)

Is there a good reason for getting WinME?

slimpickins Sat, 25.08.01 | 10:09 GMT
I'm in the brain curdling process of choosing a new computer and wondering which OS to go for. Having phoned round the manufacturers I've found that I don't have to have WinME, which seems to generate more posts than anything else on these boards. They'll all pre-install 98SE or 2000 instead, sometimes at extra cost, about £30 and with some loss of web support.

Is there any good reason to get WinME?

Which is better 98SE or 2000?

zebedee Sat, 25.08.01 | 10:50 GMT

slimpickins from what i can make out a lot of things will not run on windose 2000,one of the other posts at the moment said that his "go back" will not work, so he is trying to get another version, and a lot seem to want to put their PC's back from ME to 98se..i have just had the chance with my new PC to have either ME or 98 pre installed, i went for 98...

legal advisor

The online marketplace is not as unregulated as many people think – the Distance Selling Directive puts buyers in a strong legal position, and the law will punish shoddy dealers. Katherine Reed, writer with European analysts Eurocolumn, reads you your rights

Many consumers worry that the ‘faceless’ nature of a web transaction will leave them helpless if things go wrong, but this is not the case. Consumer rights apply to the internet in the same way as they do to other types of commerce where there is no physical contact between the buyer and seller. The European Union’s Distance Selling Directive harmonises consumer protection laws across the EU for the sale of goods or services by mail order, fax, phone and e-commerce. So whether you order from a German, French or UK company, your rights and entitlements are the same.

Just the facts

Under the directive, the seller must provide the buyer with certain information before the sale is made – for example, the seller’s identity, price and delivery of the goods, arrangements for payment and so on. Following the sale, the retailer must provide written confirmation of the order. At the very latest, this should be at the time of delivery.

Your prerogative

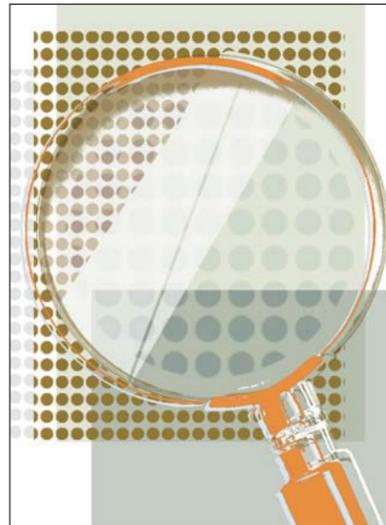
What happens if you decide you don’t want the goods? The directive gives you seven days to change your mind, cancel the order and send it back – without having to give a reason. If the supplier has failed to provide the necessary written information on terms and conditions, then you have three months in which to change your mind. The one proviso is that the goods are not used and that the seals on audio/video material are intact.

Finding fault

Suppose your new computer arrives, but does not work. The supplier legally has to offer you a full refund and take the faulty goods back at no further cost to you. If a consumer changes their mind or finds that the goods are faulty, their money must be refunded within 30 days. The Directive specifies that goods are to be delivered within 30 days after ordering and, should they become unavailable, that the customer be informed and refunded within 30 days.

Would you credit it?

The directive obliges EU member states to ensure consumers can cancel credit card payments and be fully refunded by the card issuer, in case of fraudulent use. If the vendor fails to comply with these regulations, you have the right to bring court



proceedings in your own country. Regardless of the EU state in which the supplier is located, the EU Brussels Regulation ensures that the courts of your country can claim jurisdiction.

But be warned, the directive does not cover all sectors and products. The major exception is financial services (the EU is working on special rules for this sector), so if your credit card was used fraudulently to purchase shares online you would not be entitled to a refund. If somebody used your credit card to buy a PC online, then you would be protected. According to the EC there is no financial limitation to this right – if what you purchase is covered by the directive, then your right exists in full.

Taking responsibility

We are all responsible for ensuring that our rights as consumers are respected. The Distance Selling Directive legally requires firms to provide information on the following before a sale is made: identity of the seller, price of the goods, delivery costs and arrangements for payment and delivery.

If any of this vital information is not clearly mentioned in the catalogue or on the company’s website, then our advice is don’t buy and look elsewhere. ■

safer shopping

While cold hard cash handed over on the spot in exchange for a new PC seems like your best bet for a successful purchase, other ways of shopping may afford more protection. Whatever method you go for, take note of our dos and don’ts

Even if you choose to buy from a firm with a great track record, it’s no guarantee that your PC purchase will go without a hitch. So, whether you’re looking for your first computer or are a seasoned PC shopper, bear in mind the following basic dos and don’ts when you hand over your credit card. This should save you unnecessary grief if your dream system turns out to be a bit of a turkey.

Where to buy

• **High street** Buying at a high street outlet is still the most expensive route to take because you’re paying extra for the vendor’s overheads, such as rent on prime shop premises. Remember, too, that you won’t necessarily be able to pick up your new computer there and then as most systems are still made to order. However, you will be able to try out a test model and many first-time buyers find this aspect of high street shopping particularly reassuring.

• **Mail order** Choosing the mail order route will get you a better price as many mail order dealers don’t have to worry about the costs and expenses of a shop front. However, this way of buying requires a lot more confidence. Jot down your specification requirements before placing

your order, and be prepared to argue with the sales staff because they’ll try to convince you need higher specifications than you really do.

• **Online** Buying over the internet is a good option if you’re after a decent deal. It’s very cost-effective for dealers as well, so they’ll entice you with great offers and the best specifications. You can usually configure your own system, too. The down side is you will need to know what you want as there’s often no one on hand to help you. One point to remember is that you should get an order confirmation via email immediately.

For any of the above options, don’t forget to test the company’s customer helpline, too. If it’s impossible to get through, just imagine how frustrated you will be holding on the line when you have a problem.

Always pay by credit card or via a finance house, especially for online or mail order transactions. That way, if you don’t receive your goods you will be able to claim on the credit card company’s insurance

How to buy

• **Ordering** Ensure that you keep copies of all your paperwork and correspondence with the company in question. A high street dealer should give you a receipt and details of your order. Mail order firms should give you a quote by return with a written guarantee of price and the exact specification of each component.

For web orders, stick to dealing with a well-known name and check that there’s a UK contact address and telephone number on the website in case you need to get in touch for any reason. Look for privacy-vetted websites displaying trading standards logos, such as those of the Which? Web Trader, Trusted Shops and TrustUK schemes.

• **Service and warranty** Remember to thoroughly check the type of warranty which comes with your system. Is it onsite, where an engineer comes out to you, or is it return-to-base, which means you have to send the computer to a repair centre? If it’s the latter, will you be expected to pay the courier fees, shipping it to and from your home or place of work? Look for insurance-backed warranties that will still be worth the paper they are written on if the vendor goes bust. Some of the larger IT companies make more from selling warranties than they do from selling goods, so it’s always worth haggling over warranty prices.

• **Small print** Read any small print. Be on the look out, in particular, for any disclaimers and E&OE (errors and omissions excluded) clauses that may mean you won’t get your money back in the event of you deciding to return the goods. If you are unsure about a certain piece of information, contact the company and ask for written confirmation that it will be able to provide the service that you want.

• **Paying** As we’ve said time and time again, always pay by credit card or via a finance house, especially for online or mail order transactions. That way, if you don’t receive your goods – for instance, if the company goes bankrupt – you will be able to claim on the credit card company’s insurance. However, this protection only applies to goods costing over £100, and does not apply to charge cards such as American Express or debit cards, even if they carry the Visa or Access logos. A supplier shouldn’t debit your card until the goods are ready to be sent out (see *Raising the standard* over the page for more details). ■



Need help with a legal matter?

While we try to do what we can to help our readers by mediating between vendor and customer, there are times when matters can’t be resolved without legal intervention. PC Advisor’s Consumer Hotline can help you with all your legal problems, taking away the cost of visiting a solicitor and letting you know when it’s time to take court action.

Whether it’s a consumer-related issue or a more general query, our fully trained experts can help. Give them a call on our Consumer Hotline number below.

Consumer Hotline 0906 906 0276

The PC Advisor Consumer Hotline costs £1.50 per minute, which covers all expenses including the legal advice. You will be charged for the service on your standard telephone bill. The Hotline is open from 8am to 10pm, seven days a week. If the line is busy when you call, you will not be connected and you won’t be charged. English Law applies to all advice given. The customer service number is 0870 739 7602.

raising the standard

Your local Trading Standards office is the place to complain about shoddy goods and services, but you need to know how to do it effectively. Steer clear of rash tactics such as cancelling payments, but be aware of your rights and the legal action you can take

A first port of call for many disgruntled consumers is Trading Standards but, contrary to popular belief, trading standards is not a national organisation. Each local council has its own trading standards professionals who are vetted and represented by the Trading Standards Institute. They enforce a wide range of consumer protection legislation including the Trade Descriptions Act, the Consumer Protection Act and all the pricing legislation currently in force. A Trading Standards website (www.tradingstandards.gov.uk), run by the Trading Standards Institute, tells you how to contact your local office.

Expert advice

Steve Playel, principal trading standards officer at London Borough of Brent and Harrow, offers the following advice about when to contact your local office and outlines what you should do if you think you have been sold goods that are faulty or not what you ordered. He also shows how to get maximum protection when buying particular products.

"Always pay by credit card for anything over £100. Credit card companies are jointly and severally liable for any breach of contract by the supplier." The answer for many non-credit cardholders is to buy using a finance company. One will usually be recommended by the manufacturer from which you buy the goods. Provided it's over £100, the finance companies are also jointly and severally liable.

Make a stand

So what happens when something goes wrong? The goods have been delivered to your home but they don't work, or on closer inspection it turns out they're not what you paid for. What now? Do you withhold payment until the matter is resolved? Playel advises against cancelling any standing orders you have with the company because "you'll be in breach of the loan agreement which means you'll probably be credit blacklisted". He also says "You're wasting your time messing about with phone calls. We get so many people calling us saying they have phoned, but the company claims not to have had those calls. You've got to write to the company as well." It's also vitally important to send any mail you post to the company you're in conflict with by registered post and keep copies.

If you buy a product and there's something wrong with it, notify the company straight away. Phone first and always back it up in writing

Words of advice

"If you buy a product and there is something wrong with it, notify the company straight away. Phone first and always back it up in writing. Send your letter by recorded delivery, keep a copy for your records and send a second copy to the credit card company or finance house."

What, exactly, should you state in your recorded letter? "Say the product is not working, it has not reached your expectations and, in your opinion, is in breach of the Sale of Goods Act. That's only [strictly] right if it's broken, but it's good to negotiate." Playel advises readers to ask for either a replacement system to be sent within 14 days, or for a refund.



Act on your demands

To be sure you get results from the company, it's time to come on heavy. A good idea is to back up your written demand with a call to action. Playel advises: "Say, 'If I don't hear from you within that time I'll consider taking this up in the small claims court'."

Starting this process will cost a few pounds, but small claims courts handle cases up to £5,000 with no set minimum. If you think you've been overcharged or goods have been misdescribed, contact your local Trading Standards office."

Finally, under the EU Distance Selling Directive, customers have a seven-day, no-quibble right to return goods for any reason, plus there are also several other important new payment rights.

Under the directive, the seller must also provide the buyer with certain information *before* the sale is made – for example the identity of the seller, price of the goods, delivery costs, and arrangements for payment and delivery.

The European Union's Distance Selling Directive also specifies that goods are delivered within 30 days after ordering and, should they become unavailable, that the customer be informed and refunded within a month. ■

consumer contacts

Where do you turn when things go wrong? There may be an issue with the ad that attracted you in the first place. So if you've been left with a useless piece of kit for which the manufacturer made extravagant claims, it could be worth informing the ASA

The ASA (Advertising Standards Authority) is the governing body responsible for regulating all non-broadcast advertising. Its role is to ensure that all advertisements are 'legal, decent, honest and truthful'. The ASA's regulations cover advertising wherever, and in whatever form (other than radio or television), they appear. After several months of preparation, the ASA has clarified a series of codes so that it also governs advertising over the internet. The codes, a list of which is available by calling the ASA, apply to the following:

- Online advertising In 'paid for' space (for example, banner and pop-up advertising).
- Advertising In commercial emails.
- Sales promotions Applies wherever these appear online.

The ASA stresses that these codes do not in any way affect your statutory rights under the Data Protection Act. The Distance Selling Directive will provide protection for buying online.

I'm free! (well, nearly)

The sudden appearance and subsequent fast growth of unmetered internet access deals at the end of 2000 caused a



Where to turn for help

If the worst happens, it's good to know where to go for help. Here we list some important contacts which can help with a variety of problems from software copyright issues to non-delivery or payment problems.

- Citizens Advice Bureau **For general legal advice and to find out your rights. For information, or to find your nearest CAB, call 020 8333 6960; website: www.nacab.org.uk.**
- Consumers Association **For advice on all consumer transactions. Tel: 020 7830 6000; website: www.which.net.**
- Fast (Federation Against Software Theft) **Regulators of software copyright law. Clivemont House, 54 Clivemont Road, Maidenhead, Berkshire SL6 7BZ; Tel: 01628 622 121; website: www.fast.org.uk.**
- Office of Fair Trading **OFT, Fleetbank House, 2-6 Salisbury Square, London EC4Y 8JX; general enquiries: 0845 722 4499; website: www.ofc.co.uk.**
- PC Association **Non-profit organisation offering advice to both trade and consumers. You'll find tips on buying safely and a forum for complaining when things go wrong. Website: www.pcauk.org.**

massive surge in internet use, with so-called 'free' online time being offered by a huge number of ISPs. The ASA made a report in September 00, which looked at these ISPs' promise of 'free' internet access. What disturbed the association was the number of ISPs that advertised free internet services and yet charged for an element of their services. Many deals were also heavily oversubscribed, and many users were disappointed. ASA regulations require advertisers to show that they have anticipated demand, making it clear if stocks are limited and, hopefully, preventing the fiascos of PCs-for-£100 firm Smarttalk and no-charge ISP Breathe.com from recurring. Importantly, where companies have failed to anticipate demand, they will be in breach of the codes.

This aspect of the ASA's code could start the ball rolling against companies that become 'victims of their own success'. Regrettably, this phrase is fast becoming an obvious euphemism for companies whose board members failed miserably to conduct standard business assessments of demand.

Surf yourself silly

More recently, the ASA rather bizarrely refused to uphold claims against BT that the company's ads claiming 'unlimited surfing every weekend with BT Internet' were misleading. The complaint was made because BT kicks customers offline after two hours, whether or not they are downloading or uploading information at the time. This was deemed not to be in contradiction to its claims of 'unlimited surfing' because people can reconnect immediately. That may seem odd, but the ASA tries hard to be fair and regularly upholds complaints made against the big boys.

Making your voice heard

To make a complaint about an advert call 020 7580 5555. Alternatively, you can fill in the claim form on ASA's website at: www.asa.org.uk, via the Contacts icon. All complaints must ultimately be made in writing and sent to: Advertising Standards Agency, 2 Torrington Place, London WC1E 7HW. ■